

**General Terms and Conditions of Delivery and Sale GTCS
of Mesa Parts GmbH
Status May 2026**

§ 1 Scope of Application

1. These General Terms and Conditions of Sale GTCS shall apply to the entire business relationship between us and the buyer, client, or customer hereinafter collectively referred to as the Customer, including legal matters arising during pre contractual relations and quasi contractual contacts. They shall apply in addition to any individual contractual agreements concluded between us and the Customer and shall otherwise apply exclusively. Conflicting, deviating, or supplementary general terms and conditions of the Customer shall not be recognized even if we perform services or accept payment without reservation unless we have expressly agreed to their validity. This requirement of consent shall also apply if the Customer refers to its own terms and conditions within the framework of its order and we do not expressly object to such terms.

2. This shall also apply to general terms and conditions outside the Customer's general purchasing conditions, in particular but not limited to quality assurance agreements, framework supply agreements, consignment stock agreements, and confidentiality agreements of the Customer unless the provisions contained therein have been individually negotiated with us.

3. These GTCS shall apply only in business transactions with entrepreneurs within the meaning of Section 14 of the German Civil Code BGB. Unless otherwise agreed they shall also apply in their version valid at the time of the order or last communicated to the Customer in text form as a framework agreement for similar future contracts without the need for us to refer to them again in each individual case.

4. All agreements made between us and the Customer during contract negotiations must be recorded in text form for evidentiary purposes and confirmed by both parties.

5. Side agreements, subsequent amendments to the contract, guarantees as well as any other agreements involving the assumption of strict liability obligations and the assumption of procurement risk shall require at least text form if they are made by persons who are not authorized representatives. Silence on our part shall not constitute consent.

§ 2 Consulting

1. Our consulting services are based on empirical values. To the extent that the consulting relates to circumstances over which we have no control, such as the composition of raw materials or the performance of subcontractors, the consulting shall be non binding. The absence of statements shall not constitute consulting.

2. The consulting is exclusively product and service related and applies only to the products supplied and services rendered by us. It does not extend to consulting independent of a contract, meaning statements provided without any sale of products or provision of services by us.

§ 3 Conclusion of Contract

1. Our offers are based on the specifications required in the inquiry documents.

2. Unless otherwise agreed, our offers are non binding and remain valid for up to 10 working days after receipt by the Customer.

3. Descriptions and illustrations of products in technical documents, brochures, company publications, catalogs, price lists, and similar materials are non binding unless their inclusion in the contract has been expressly agreed. They do not release the Customer from carrying out its own inspections. Product and service descriptions on the internet are by their nature general; if the Customer intends to derive binding quality agreements or suitability for a specific application from them, this must be expressly stated in the order.

4. All information required for the execution of the order must be provided in the order. This applies to all deliveries, services, works, and other performances by us. This includes in particular but not limited to information on product designation, quantity, dimensions, material, material composition, pre treatments, processing specifications, treatment instructions, storage, standards, as well as all other technical parameters and physical characteristics.

5. We are not obliged to verify instructions and or specifications provided by the Customer for correctness and or legal compliance; the Customer is responsible for the accuracy of such information. This applies in particular to liability for any infringement of intellectual property rights.

6. If the order placed by the Customer deviates from our offer, the Customer must highlight or otherwise clearly indicate such deviations in text form.

7. We are entitled to request further information necessary for the proper execution of the order.

8. Orders must be placed in text form or electronically via EDI.

9. Orders shall only become valid upon our written confirmation.

10. If the Customer withdraws from an order that has been accepted by us, we shall be entitled, without prejudice to the right to claim higher actual damages, to charge 10 percent of the delivery or service price for costs incurred in processing the order and for loss of profit. The Customer shall have the right to prove that a lower damage has been incurred.

§ 4 Call Off Orders

1. In the case of call off supply contracts, unless otherwise agreed, binding delivery quantities and production releases must be communicated to us by call off at least 3 months prior to the delivery date. In addition, the Customer shall grant a material release for at least 6 months. In individual cases, it may be necessary to extend this period, for example due to material lead times.

2. Additional costs caused by a delayed call off or subsequent changes to the call off by the Customer with regard to time or quantity shall be borne by the Customer; our calculation shall be decisive.

3. Unless otherwise agreed, all call off orders must be accepted within one year from the placement of the order. After expiry of this period, we shall be entitled to invoice the goods and dispatch them at the Customer's expense and risk or to withdraw from the contract with immediate effect.

§ 5 Changes

1. Any changes to the subject matter of delivery or performance after conclusion of the contract shall require a separate contractual agreement.

2. Notifications of changes to specifications or the production process shall be made in accordance with the agreements concluded with the Customer.

3. We reserve the right to make technical changes to the subject matter of delivery or performance, provided that the contractual purpose is not jeopardized.

4. Industry standard deviations in delivery quantities of up to a maximum of 10 percent shall be permissible.

5. Partial deliveries or services shall be permissible to the extent that they only insignificantly impair the use and do not jeopardize the contractual purpose. They may be invoiced separately.

§ 6 Delivery Time

1. Delivery dates, delivery periods, and delivery times shall be understood to be ex works, unless otherwise agreed. If a delivery or performance period has been agreed, it shall commence upon dispatch of the order confirmation, but not before all details of the order have been fully clarified and all obligations to cooperate on the part of the Customer have been properly fulfilled; the same shall apply to delivery or performance dates. Periods shall be extended appropriately if the Customer fails to fulfill its obligations to cooperate in due time.

2. In the event of mutually agreed changes to the subject matter of the order, delivery or performance periods and delivery or performance dates shall be agreed anew. This shall also apply if the subject matter of the order has been renegotiated after conclusion of the contract without any change to the subject matter.

3. Delivery or performance periods and dates are subject to correct and timely supply by our own suppliers and to unforeseen production disruptions.

4. The delivery or performance period shall be deemed to have been met if, before its expiry, the subject matter of delivery or performance has left our works or has been handed over to the transport company commissioned at our works or if we have notified readiness for collection.

5. We shall be entitled to perform the agreed delivery or service prior to the agreed time.

§ 7 Default of Acceptance and Acceptance Delay

1. The Customer shall be obliged to accept the goods or services as soon as completion of the commissioned services has been notified by us. If the Customer does not accept within two weeks

after such notification, acceptance shall be deemed to have taken place.

2.If the Customer fails to accept the goods at the agreed delivery or performance date or upon expiry of the agreed delivery or performance period due to circumstances attributable to the Customer, we shall be entitled to compensation for the additional expenses incurred as a result. In particular, we shall be entitled to charge storage costs of 0.5 percent for each commenced month, up to a maximum of 5 percent of the delivery or service price. The parties shall remain free to prove higher or lower storage costs.

3.We shall be entitled to determine a suitable place of storage at the Customer's expense and risk and to insure the goods at the Customer's expense.

4.If we are entitled to claim damages instead of performance, we may, without prejudice to the right to claim higher actual damages, demand 50 percent of the price as compensation unless the Customer proves that no damage has occurred or that the damage is significantly lower than the lump sum.

§ 8 Transfer of Risk, Packaging

1.Deliveries shall be made ex works at the Customer's cost and risk EXW Incoterms® 2020.

2.Risk shall pass to the Customer upon handover of the goods to the Customer, the forwarding agent, or the carrier, at the latest upon leaving our works or warehouse, even if carriage paid delivery has been agreed.

3.In the event of default of acceptance by the Customer, the risk shall pass at the time we notify readiness for dispatch, including where the default occurs only after such readiness.

4.Unless otherwise agreed, the method of shipment shall be determined at our reasonable discretion. If shipment is made in returnable packaging, such packaging must be returned carriage paid within 20 days after receipt of the delivery. The Customer shall be responsible for any loss of or damage to such returnable packaging. Returnable packaging must not be used for other purposes or for holding other goods and is intended solely for the transport of the delivered goods. Labels must not be removed.

5.Unless otherwise agreed, we shall determine the type and scope of packaging. Disposable packaging shall be charged at cost, will not be taken back, and must be disposed of by the Customer.

6.In the event of damage to or loss of the goods during transport, the Customer shall immediately arrange for an inventory check and notify us accordingly. Claims arising from transport damage must be asserted by the Customer against the carrier without undue delay.

7.Upon request and at the Customer's expense, we shall insure the shipment against breakage, transport, fire damage, or other risks specified by the Customer.

§ 9 Delay in Delivery or Performance

1.If delivery dates or delivery or performance periods are not met by us, the Customer shall grant us a reasonable grace period, at least in text form.

2.The Customer shall be entitled to withdraw from the contract if the grace period expires without success.

3.If we are responsible for the failure to meet agreed deadlines, the Customer may, provided that it demonstrates that it has suffered damage as a result, claim compensation of 0.5 percent for each completed week of delay, up to a maximum of 10 percent of the net price of the delivery or service affected by the delay. This limitation of liability shall not apply where timely delivery or performance has been agreed as an essential contractual obligation or where the delay is due to intent or gross negligence on our part.

4.Upon our request, the Customer shall declare within a reasonable period whether it withdraws from the contract due to the delay, claims damages instead of performance, or insists on delivery.

5.Fixed date transactions within the meaning of Section 376 of the German Commercial Code HGB require a written agreement.

§ 10 Force Majeure

1.Force majeure shall mean events that affect the contracting parties from outside and hinder or prevent the performance of the contract without the parties having any control over them. Force majeure may arise in particular from war, fire, diseases and health risks, labor disputes, operational or transport disruptions, governmental measures, or shortages of raw materials, supplies, or energy.

2.In the event of force majeure within the meaning of Sections 275 or 313 of the German Civil Code BGB, the parties shall be

released from their performance obligations for the duration and to the extent of the disruption. The Customer undertakes to inform the other party without undue delay. If the parties cannot reach an agreement on adapting the contract within 30 days, each party shall be entitled to withdraw from the contract.

3.In cases of imminent or existing force majeure, the parties shall negotiate a reorganization of their contractual obligations. This applies in particular where events of force majeure lead or may lead to damages, such as delay damages or claims for damages by customers in the downstream supply chain. In doing so, the parties shall in particular take into account the statutory allocation of liability in cases of non performance or delayed performance, according to which claims for damages generally depend on fault. The parties shall in particular negotiate the necessity of temporary or permanent non delivery, possibilities of reduced delivery, delayed delivery, or substitute delivery. Substitute deliveries may include, for example, modified material specifications or changes of suppliers or raw materials. The contracting parties shall inform each other proactively about the beginning, nature, and end of the disruption.

4.Unless otherwise agreed in an individual contract, any unilateral right of the Customer to initiate emergency production shall be excluded.

§ 11 Prices and Payment Terms

1.All prices are stated in euros and apply ex works plus freight, postage, packaging, customs duties, insurance, and the applicable statutory VAT at the time of invoicing. Insurance of the goods to be shipped shall only be arranged by us upon request and at the Customer's expense.

2.If, after conclusion of the contract, individual clearly defined cost factors such as wages, material prices, energy, or transport change to a more than insignificant extent exceeding 10 percent, each party shall be entitled to request an appropriate adjustment of the price. This requires proof of the change in cost factors and that such change directly affects the basis of the respective delivery. The adjustment shall be made to the extent that the respective cost change impacts the total price.

3.We shall also be entitled to reasonably adjust the agreed price if changes arise before or during performance of the order due to incorrect information or documents provided by the Customer or due to subsequent changes requested by the Customer.

4.If no binding order quantity has been agreed, our calculation shall be based on the non binding expected order quantity for a certain period as forecast by the Customer. If the Customer purchases less than the forecast quantity, we shall be entitled to reasonably increase the unit price.

5.Unless otherwise agreed, all payments shall be due within 14 days after receipt of the invoice with a 2 percent discount or within 30 days net. In the event of non payment, the Customer shall be in default without further reminder.

6.Partial payments require a separate written agreement.

7.Payment by bill of exchange requires a separate prior agreement. Discount charges and costs of bills of exchange shall be borne by the Customer. Payments by cheque or bill of exchange shall be deemed performance on account only and shall be considered payment only upon unconditional crediting.

8.If several claims are outstanding against the Customer and payments are not allocated to a specific claim, we shall be entitled to determine to which claim the payment shall be applied.

9.In the event of default in payment, deferment, or partial payment, we shall be entitled to charge interest on arrears at customary bank rates, but at least 9 percentage points per annum above the respective base rate from the due date, and to withhold further performance until all due invoices have been settled. The right to prove higher damages remains reserved.

10.If justified doubts arise regarding the Customer's solvency or creditworthiness, for example due to delayed payment practices, default, or dishonored cheques, we shall be entitled to demand security or cash payment concurrently with our performance. If the Customer fails to comply with such request within a reasonable period set by us, we shall be entitled to withdraw from the unperformed part of the contract or to suspend deliveries until payment has been received. Setting a deadline shall not be required if the Customer is evidently unable to provide security.

11.The Customer shall only be entitled to set off claims against us if its counterclaim is undisputed, legally established, or ready for decision and arises from the same contractual relationship. The assignment of non monetary claims against us shall require our consent.

12. The Customer shall only have a right of retention if the counterclaim arises from the same contractual relationship and is undisputed, legally established, or disputed but ready for decision. If our performance is undisputedly defective, the Customer may only retain payment to the extent that the retained amount is proportionate to the defects and the expected costs of remedy.

13. Payment deadlines shall remain valid even if delivery is delayed without our fault.

14. For intra Community supplies to be exempt from VAT, we require from the Customer a confirmation of receipt. The Customer is therefore obliged to confirm in text form after receipt of the goods that it, as the recipient, has received the goods as part of an intra Community supply.

15. If VAT is not included in our invoice, in particular because we assume an intra Community supply within the meaning of Section 4 No. 1b in conjunction with Section 6a of the German VAT Act and we are subsequently charged VAT, the Customer shall be obliged to reimburse us for such amount. This obligation applies irrespective of whether VAT, import VAT, or comparable taxes must be subsequently paid domestically or abroad.

§ 12 Inspection and Notification Obligations

1. The Customer shall be obliged to inspect the goods immediately upon delivery in accordance with Section 377 of the German Commercial Code. Obvious defects must be notified to us without undue delay, at the latest within 5 working days after receipt of the goods, and hidden defects within 5 working days after discovery, in text form. Otherwise, the delivery shall be deemed approved as free of defects.

2. Further use of defective goods or services shall be inadmissible. If a defect could not be detected upon receipt of the goods or during performance, any further use must be stopped immediately upon discovery.

3. The Customer shall provide us without undue delay with a representative quantity of defective parts and grant us the time necessary to examine the alleged defect. In the case of unjustified complaints attributable to the Customer, we reserve the right to charge the Customer for the inspection costs incurred.

4. Notification of defects shall not release the Customer from its obligation to make payment.

§ 13 Warranty Claims

1. The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title unless otherwise provided below.

2. The basis of our liability for defects under warranty shall be the agreed specifications with the Customer. This includes all product descriptions and manufacturer information forming part of the individual contract or publicly disclosed by us, in particular in catalogs or on our website, at the time of conclusion of the contract. For products manufactured exclusively according to the Customer's drawings or specifications, our warranty shall be limited to compliance with such drawings or specifications. In the absence of an agreed specification, the existence of a defect shall be determined in accordance with Section 434 paragraph 3 of the German Civil Code.

3. In the case of non safety related defects, we shall be entitled, at our discretion, to provide replacement delivery or remedy the defect within a reasonable period. If this fails, the Customer shall be entitled to withdraw from the contract or reduce the price.

4. Remedial measures carried out by the Customer or third parties commissioned by it require our prior consent. In urgent cases, such measures shall also be permissible without our consent if a deadline, even a short one, has been set for us to remedy the defect and has expired without result or if we have refused remedy within such period.

5. In the case of third party products, including where they are incorporated into our products, we shall be entitled to limit our liability initially to the assignment of warranty claims against the supplier of such third party products unless enforcement of such assigned claims fails or is not possible for other reasons.

6. Claims of the Customer for reimbursement of expenses necessary for subsequent performance, in particular transport, travel, labor, material, and replacement costs, shall be excluded to the extent that such expenses increase because the goods have been subsequently moved to a place other than the original place of performance, unless such relocation corresponds to their intended use. This shall apply accordingly to claims for reimbursement under Section 445a of the German Civil Code, provided that the last contract in the supply chain is not a consumer sale or a consumer contract for digital products.

7. We may refuse the type of subsequent performance chosen by the Customer if it is only possible at disproportionate cost. In this assessment, the value of the goods in a defect free condition, the significance of the defect, and the question whether the alternative type of subsequent performance could be carried out without significant disadvantages for the Customer shall be taken into account.

8. Unless contractually agreed otherwise, subsequent performance shall not include the removal or deinstallation of the defective item nor the installation or reinstallation of a defect free item. Claims for reimbursement of installation and removal costs shall remain unaffected unless our product has become firmly integrated into the Customer's product in such a way that access requires significant effort. Section 439 paragraph 3 of the German Civil Code shall not apply if the defect can be remedied by repair in the installed condition, by replacement of individual components, or by an equivalent alternative measure.

9. Replacement deliveries and remedial work shall be subject to the same warranty conditions as the originally delivered item.

10. Warranty claims against us shall belong only to the direct Customer and shall not be assignable without our consent.

11. As a supplier of semi finished products and components intended for incorporation into the Customer's products, we are not a supplier within the meaning of Sections 445a, 445b, and 478 of the German Civil Code.

12. The Customer, as buyer, is responsible for the complete specification and agreed quality of the goods. In particular, it is the Customer's responsibility to define the intended use of the supplied products for its application.

13. Public statements made by other parties in the contractual chain or on their behalf, in particular in advertising or on labels, shall not be binding on us.

14. Accessories, including packaging, assembly, installation, or other instructions, shall be supplied in accordance with the contractual agreement.

15. Unless otherwise agreed, the above provisions constitute the final and exclusive warranty for our products and services.

16. Claims for damages or reimbursement of futile expenses shall exist even in the case of defects only in accordance with § 15 and § 16 of these GTCS.

§ 14 Intellectual Property Rights

1. In the event of an infringement of third party intellectual property rights, we shall be entitled, within the scope of subsequent performance, at our discretion, either to obtain the necessary licenses or to remedy the defect by modifying the subject matter of delivery or performance to an extent reasonable for us.

2. Unless otherwise agreed, our liability for the infringement of third party intellectual property rights shall be limited to such rights that are registered and published in Germany.

3. If we are required to deliver according to drawings, models, samples, or using parts provided by the Customer, the Customer shall be responsible for ensuring that no third party intellectual property rights are infringed in the country of destination. We shall inform the Customer of any rights known to us but are not obliged to conduct independent investigations. If, as a result of executing such orders, we infringe third party rights, the Customer shall indemnify us upon first request against claims of such rights holders and reimburse us for all costs and damages incurred in this respect.

4. Our liability for infringements of intellectual property rights arising in connection with the use of the delivered goods or services or with their combination or use with other products shall be excluded.

5. If a third party prohibits us from manufacturing or delivering by invoking its intellectual property rights, we shall be entitled, without examining the legal situation, to suspend work until the matter has been clarified between the Customer and the third party.

6. If continuation of the order becomes unreasonable for us due to such delay, we shall be entitled to withdraw from the contract.

7. We reserve ownership, copyright, and all other intellectual property rights in all documents made available to the Customer. Without our prior consent, such documents may not be used for purposes outside the contract, in particular not reproduced or made accessible to third parties or passed on to them. Upon request, they must be returned to us without undue delay.

8. In respect of planning services provided by us, the Customer acknowledges our intellectual authorship.

9. Ownership, copyright, and where applicable industrial property rights, in particular all rights of use and exploitation in models,

molds, tools, designs, and drawings created by us or by third parties on our behalf, shall remain with us. Upon our request, the Customer shall return all documents, materials, molds, samples, or models, including any copies made thereof, without undue delay.

10. If no order is concluded, drawings and samples provided to us shall be returned to the Customer upon request. Otherwise, we shall be entitled, after renewed request and setting a collection period of three months and notification of intended destruction, to destroy them after expiry of such period. This provision shall apply correspondingly to the Customer with regard to documents provided by us.

§ 15 Liability

1. Our liability for the obligations of the company shall be limited to the company's assets.

2. In cases of simple negligence, we shall only be liable for breach of an essential contractual obligation. In such cases, liability shall be limited to the typical and foreseeable damage. This shall also apply to tort claims of the Customer.

3. To the extent that we are liable irrespective of fault for ensuring that certain characteristics of the subject matter of delivery or performance exist at the time of transfer of risk, our liability shall be limited in scope and amount to the coverage of our product liability insurance. The scope of coverage corresponds to the recommendations of the product liability model of the German Insurance Association. The coverage amount shall be at least EUR 2.5 million per claim and twice that amount per insurance year. If and to the extent that such coverage does not apply or is insufficient, we shall be liable up to the amount of the coverage sum.

4. Fault of our suppliers shall not be attributable to us, as they are not our vicarious agents.

5. Recourse claims of the Customer against us shall exist only to the extent that the Customer has not agreed with its own customer on rights exceeding statutory warranty and damage claims. In particular, we shall not be liable for punitive damages, contractual penalties, or lump sum damage claims.

6. Our liability shall also be excluded to the extent that the Customer has effectively limited its liability towards its own customer.

7. The Customer shall be obliged to inform us without undue delay, at least in text form, if it becomes aware of third party claims that may be related to the delivery of our products or services, and shall reserve to us all defensive measures and settlement negotiations.

8. To the extent that our liability towards the Customer is limited or excluded, the Customer shall be obliged, upon request, to indemnify us against third party claims insofar as such claims are connected with the delivery of our products or services.

9. Any further liability for damages beyond the provisions set out above shall be excluded. This shall not affect our statutory liability for personal injury, liability under the Product Liability Act, liability for breach of essential contractual obligations, or liability for gross negligence, intent, or fraudulent conduct.

10. To the extent that our liability is limited or excluded, this shall also apply to the personal liability of our employees, staff, representatives, and agents.

§ 16 Limitation Period

1. The limitation period for claims and rights arising from material defects and defects of title in our products and services, as well as resulting damages, shall be one year. The commencement of the limitation period shall be governed by statutory provisions.

2. The limitation period set out above shall not apply in the case of the sale of a building or items used for a building that have caused the defect. It shall also not apply in cases of intent, fraudulent concealment of a defect, assumption of a guarantee of quality, claims for personal injury, claims under the Product Liability Act, gross negligence, or breach of essential contractual obligations.

3. Measures of subsequent performance shall neither suspend the limitation period applicable to the original performance nor cause the limitation period to recommence.

§ 17 Retention of Title and Transfer of Ownership

1. The delivered goods shall remain our property until full and final settlement of all claims arising from the business relationship (reserved goods). The same shall apply to future or conditional claims arising from contracts concluded within the framework of the business relationship, whether simultaneously or subsequently. In the case of a current account, the retained title shall serve as security for our claim arising from the current account relationship.

2. Processing or transformation of the reserved goods shall be carried out for us as manufacturer within the meaning of Section 950 of the German Civil Code.

3. The processed or transformed goods shall be deemed reserved goods serving as security for our claims pursuant to paragraph 1 above. In the event of processing, combination, or mixing of the reserved goods with other goods not belonging to us, we shall acquire co ownership in the new item in proportion to the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership expires due to such processing, combination, or mixing, the Customer hereby assigns to us already now its ownership rights in the new item in the amount corresponding to the invoice value of the reserved goods. Such co ownership rights shall also be deemed reserved goods for the purposes of securing our claims.

4. The Customer shall be obliged to store the reserved goods free of charge with due care and, if necessary, to carry out maintenance and repair work in due time at its own expense. The Customer shall insure the reserved goods at its own expense against loss and damage. Any resulting insurance claims shall be assigned to us.

5. The Customer shall be entitled to resell the goods subject to our co ownership in the ordinary course of business as long as it fulfills its obligations arising from the business relationship with us. In this case, the claim arising from the resale shall be deemed assigned to us in proportion to the value of our secured interest in relation to the total value of the goods sold. The Customer shall remain authorized to collect such claims even after assignment. Our right to collect such claims ourselves shall remain unaffected.

6. The Customer's right to dispose of goods subject to retention of title and to collect assigned claims shall cease if it fails to meet its payment obligations or if insolvency proceedings are applied for. In such cases, as well as in the event of other breaches of contract, we shall be entitled to take back the reserved goods. A demand for return shall not simultaneously constitute a declaration of withdrawal from the contract; rather, we shall be entitled to demand return of the goods while reserving the right to withdraw. If the Customer fails to pay the due purchase price, we may only assert these rights after setting a reasonable deadline for payment without success, unless such deadline is dispensable under statutory provisions.

7. The Customer shall inform us without undue delay of any risks to our reserved ownership, in particular in cases of insolvency, inability to pay, or enforcement measures. Upon our request, the Customer shall provide all necessary information regarding the inventory of goods subject to our co ownership and the claims assigned to us, and shall inform its customers of the assignment. The Customer shall support us in all measures necessary to protect our co ownership and shall bear the resulting costs.

8. Furthermore, we may realize the reserved goods to satisfy our claims once we have withdrawn from the contract or the requirements for claiming damages instead of or in addition to performance have been met. The assertion of retention of title, in particular the repossession of the goods, shall only be deemed withdrawal from the contract if expressly declared by us. Under the above conditions, the Customer's right to possess the reserved goods shall cease. In such cases, we shall be entitled, after prior notice and setting a deadline, to enter the Customer's premises and repossess the reserved goods.

9. We shall have a lien on items of the Customer that come into our possession on the basis of the contract for all claims arising from the contract. The lien may also be asserted for claims arising from previous deliveries or services insofar as they are connected with the subject matter of delivery or performance. For other claims arising from the business relationship, the lien shall apply insofar as such claims are undisputed or legally established. Sections 1204 et seq. of the German Civil Code and Section 50 paragraph 1 of the Insolvency Code shall apply accordingly.

10. If the realizable value of the securities exceeds the secured claims by more than 10 percent, we shall, upon request of the Customer, release securities at our discretion to that extent.

§ 18 Production Equipment

1. If special production equipment such as samples, tools, or templates is required for execution of the order, we shall be or remain the owner of such equipment manufactured by us or by a third party commissioned by us, even if the Customer contributes proportionally to the costs.

2. The production equipment shall be used exclusively for the Customer's orders as long as the Customer fulfills its payment and acceptance obligations. We shall only be obliged to maintain and

replace such tools free of charge if this is necessary to fulfill an agreed production quantity.

3.If it is agreed that the Customer shall become the owner of the tools, ownership shall pass to the Customer upon payment of the purchase price. Delivery of the tools shall be replaced by our obligation to store them. Irrespective of the Customer's statutory right to claim delivery and the service life of the tools, we shall be entitled to exclusive possession of the tools until a minimum quantity agreed with the Customer has been accepted or a specified period has expired. We shall label the tools as third party property and insure them at the Customer's expense upon request.

4.If the Customer suspends or terminates cooperation during the manufacturing period of the production equipment, all costs incurred up to that point shall be borne by the Customer unless we are responsible for the termination.

5.In the case of Customer owned tools or tools provided on loan by the Customer, our liability for storage and care shall be limited to the diligence exercised in our own affairs. The Customer shall bear the costs of maintenance and insurance. Our obligations shall cease if the Customer fails to collect the tools within 14 days after being requested to do so.

6.As long as the Customer does not fully comply with its contractual obligations, we shall have a right of retention with regard to the tools. Statutory lien rights shall remain unaffected.

§ 19 Materials Provided by the Customer

1.If the Customer provides us with materials or other items for processing, the following shall apply:

2.The materials provided shall only be inspected upon delivery for externally visible defects and damage. We shall not be obliged to carry out further inspections. Identified defects or damage shall be reported to the Customer within 10 working days after discovery.

3.The material must consist of a machinable material of normal or agreed quality. Otherwise, we shall charge the Customer for the additional effort incurred. Agreed delivery and performance periods shall be extended accordingly if the required quality is not met.

4.If the material proves unusable due to defects, the Customer shall reimburse us for the processing costs incurred.

5>We shall not be liable for damage caused by incorrect labeling or marking of the material.

6.The Customer shall compensate us for all costs and damages, including loss of profit, arising from the provision of defective or non processable material.

7.No compensation shall be provided for scrap occurring within the customary scope of the industry.

§ 20 Termination

The Customer's right of termination pursuant to Section 648 of the German Civil Code is excluded for contracts for work and services concluded for a fixed term.

§ 21 Compliance, ESG and Supply Chain Act

Compliance with all relevant national laws, official regulations, and EU regulations applicable to our products and services is a fundamental principle of our corporate governance. We maintain a management system committed to environmentally and socially responsible and sustainable business practices. Where required by law, we endeavor within the scope of our contractual possibilities to ensure that our direct suppliers implement such a management system. Any requirements going beyond this must be expressly agreed with us in order to be binding.

§ 22 Confidentiality

1.The Customer undertakes to treat all protectable aspects of the business relationship as confidential. This applies in particular to all non public commercial, operational, and technical details that become known to it through the business relationship. This obligation shall not apply to information or aspects of the business relationship that were already publicly known at the time of disclosure or were already known to the Customer prior to disclosure by us. The Customer shall ensure that its employees are likewise bound to confidentiality.

2.Reproduction of documents provided to the Customer shall only be permitted within the scope of operational requirements and in compliance with copyright provisions.

3.Any disclosure, even in part, of the business relationship with us to third parties shall require our prior written consent. The Customer shall also oblige such third parties to confidentiality under a comparable agreement.

4.The Customer shall remain bound by this confidentiality

obligation for a period of 5 years after termination of the business relationship.

§ 23 Export and Import Compliance

1.The Customer shall be responsible for compliance with and implementation of all relevant foreign trade regulations, such as import licenses, foreign exchange transfer approvals, and other laws applicable outside the Federal Republic of Germany. The risk of export and import capability of the ordered products shall be borne by the Customer.

2.Deliveries and services are subject to the condition that no obstacles arise from national or international regulations, in particular export control regulations, embargoes, or other sanctions.

3.The Customer undertakes to provide all information and documents required for export, transfer, or import.

4.Delays resulting from export checks or approval procedures shall suspend delivery periods and deadlines for the duration of such delay and shall release us from corresponding liability for damages.

§ 24 Jurisdiction, Applicable Law, Place of Performance

1.The exclusive place of jurisdiction, if the Customer is a merchant, shall at our discretion be the court having jurisdiction over our place of business or the Customer's place of business.

2.The business relationship with the Customer shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the CISG United Nations Convention on Contracts for the International Sale of Goods is excluded.

3.The place of performance for deliveries and payments shall be our place of business.

4. Should any individual provisions of these GTC be wholly or partially invalid or unenforceable, or become so, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, the valid provision that comes closest to the economic purpose of the invalid provision shall be deemed agreed. The same applies to any gaps in these terms and conditions.

5.This document is a translation of the original German version. In the event of any discrepancies, contradictions, or errors arising from the translation, the German version shall prevail and be considered the authoritative and binding text.

§ 25 Data Protection

We process all data of the Customer exclusively for the purposes of business transactions and in accordance with the applicable data protection regulations. Upon request, the Customer shall have the right to obtain information about the personal data collected, processed, and used by us.

§ 26 Contact Details

Mesa Parts GmbH
Im Gewerbegebiet 1
79853 Lenzkirch
Germany

+49 76 53 / 6 83-0
+49 76 53 / 6 83-2 00

info@mesa-parts.com
www.mesa-parts.com

Registered office: Lenzkirch
Commercial Register: Local Court of Freiburg
Commercial Register Number: HRB No. 705657

Managing Directors: Dr. Max Mehring, Stephan Link

VAT Identification Number pursuant to Section 27a German Value Added Tax Act: DE 272 643 243