

## General Terms and Conditions for Processing Orders of LASCO Umformtechnik GmbH, Hahnweg 139, 96450 Coburg

### I. Conclusion of contract, information obligations

1. All processing orders are based exclusively on these terms and conditions, unless otherwise agreed between LASCO Umformtechnik GmbH (hereinafter referred to as the contractor) and the customer in individual contracts. Any deviating terms and conditions of purchase or business of the customer shall not become part of the contract, even if the order is accepted.
2. In the absence of a special agreement, an order shall only come into effect upon written confirmation of the order by the Contractor, which shall be decisive for the scope of services. Subsidiary agreements and amendments require the Contractor's confirmation in writing to be effective (§ 126b BGB – German Civil Code).
3. If the object to be processed is not supplied by the contractor, the customer must indicate any existing industrial property rights relating to the object; provided that the contractor is not at fault, the customer shall indemnify the contractor against any claims by third parties arising from industrial property rights.

### II. Obligations of the customer

1. The customer shall make the parts intended for processing or the materials to be provided by him available to the contractor at the contractor's factory, DDP Hahnweg 139, 96450 Coburg, Germany, in accordance with the current version of INCOTERMS.
2. The customer shall send the contractor a shipping notice stating the contractor's order or quotation number.
3. The customer shall provide the contractor with the exact material designation, specifying the strength and, if necessary for processing, also the chemical analysis. The materials provided shall be delivered to the contractor in a dimensionally accurate, impact-free, clean, and straightened condition with normal machining allowances. For parts pre-machined by the customer, the machining allowances shall be specified to the contractor.
4. The contractor is not obliged to check the quality of the material before processing. There is only an obligation to check for obvious defects. A prerequisite for proper machining is that the type and behavior of the parts to be machined do not give rise to any difficulties that impair machining, such as cavities, warping or cracking during thermal processing, release of stresses, or non-weldable material. The customer is obliged to inform the contractor of any difficulties with the material to be processed that are known to them before processing begins. The customer is solely responsible for the accuracy of the documents to be supplied by them, such as drawings, models, gauges, samples, or the like. The contractor has no obligation to check these.
5. The obligations of the customer mentioned in 1. to 4. are, in addition to the payment of remuneration, the main performance obligations of the customer. If the customer culpably violates one of the aforementioned obligations, the contractor may claim the costs of the additional expenses incurred as a result and, after setting a deadline without success, withdraw from the contract.
6. The customer agrees that any waste material arising during processing shall become the property of the contractor, unless otherwise agreed in the contract or unless the customer notifies the contractor of its objection in writing before processing is carried out.
7. There is no insurance cover during the processing of the item at the contractor's premises. This does not apply to damage caused by the contractor's fault. The items handed over for processing shall be insured by the customer at its own expense for the duration of their stay in the contractor's workshops against destruction, loss, and damage by means of fire insurance covering fire, lightning, and explosion damage, as well as burglary, water pipe, and storm insurance at replacement cost.
8. If the customer is in default with the acceptance of the processed item, the contractor may charge storage fees for storage at its premises. The item may also be stored elsewhere at the contractor's discretion. The costs and risk of storage shall be borne by the customer.

### III. Prices, terms of payment, lien

1. The contractor's prices are net prices excluding sales tax. The applicable sales tax on the prices shall be shown separately in accordance with the provisions of the UStG (German Sales Tax Act), insofar as the transaction is subject to sales tax.
2. Unless otherwise expressly agreed, prices are valid EXW Hahnweg 139, 96450 Coburg, Germany, in accordance with the current version of INCOTERMS and do not include packaging, freight costs, or insurance.
3. The contractor retains ownership of all materials, accessories and spare parts used or incorporated in the processing until all payments from the processing order have been received. Further security agreements may be made.

4. The contractor is entitled to a lien on the customer's processing object that has come into its possession on the basis of the contract due to its claim from the processing order. The lien can also be asserted against the customer for claims from previously executed processing orders, spare parts deliveries, and other services.

5. The customer is only entitled to withhold payments or offset them against counterclaims to the extent that its counterclaims are undisputed or have been legally established.

### IV. Delivery time

1. The processing time shall commence – subject to agreement between the parties – upon receipt of the order confirmation by the contractor, but not before receipt of the items to be processed, provision of the documents, approvals, and releases to be procured by the customer, receipt of an agreed down payment, and fulfillment of the information obligations specified in II. clauses 3 and 4.
2. The processing time shall be deemed to have been met when the contractor has notified the customer that the processed items are ready for shipment. Partial deliveries are permitted.
3. If the processing time is not met due to force majeure, labor disputes, pandemics, official measures, supply chain disruptions, or other events beyond the contractor's control, the processing time shall be extended accordingly. The contractor shall notify the customer of the beginning and end of such circumstances as soon as possible.

### V. Price changes

1. The agreed prices are based on the cost factors applicable at the time of conclusion of the contract, in particular for energy, raw materials, input materials, transport, wages, and public charges.
2. If these cost factors change significantly and not only temporarily after conclusion of the contract, the contractor shall be entitled to demand an appropriate adjustment of the remuneration, provided that more than 3 months lie between the conclusion of the contract and the agreed date of performance.
3. A significant change shall be deemed to have occurred in particular if individual cost factors increase or decrease by more than 5%.
4. The price adjustment shall only be made to the extent that the change actually affects the costs of the contractually owed service. The contractor shall provide the customer with a comprehensible explanation of the relevant changes upon request.
5. If the price increase exceeds 15% of the originally agreed net order value, the customer shall be entitled to withdraw from the contract with regard to the part not yet fulfilled.

### VI. Transfer of risk, acceptance

1. After completion of processing, the work shall be accepted by the customer at the contractor's premises. The customer shall be notified in writing when the work is ready for acceptance, unless this is apparent from the contractual agreements.
2. Special acceptance tests must be agreed upon when placing the order. The costs of such tests shall be borne by the customer.
3. The customer is obliged to accept the work at the contractor's premises as soon as they have been notified of completion of processing and any testing of the item provided for in the contract has taken place. If the work does not comply with the contract, the contractor shall be obliged to remedy the defect. This shall not apply if the defect is due to circumstances attributable to the customer. If the defect is not significant, the customer may not refuse acceptance.
4. If acceptance is delayed through no fault of the contractor, acceptance shall be deemed to have taken place two weeks after notification of completion of processing.
5. Upon acceptance, the contractor's liability for recognizable defects shall lapse, unless the customer has reserved the right to assert a specific defect.

### VII. Retention of title

1. Ownership of the processed item shall only pass to the customer upon full payment of all claims arising from the respective processing order.
2. If the processing results in a new item or if combination or mixing within the meaning of §§ 946 et seq. BGB occurs, the contractor shall be deemed the manufacturer within the meaning of § 950 BGB.
3. If the processed item is combined or mixed with other items, the contractor shall acquire co-ownership in proportion to the invoice value of its processing to the value of the entire item.
4. The customer is not entitled to pledge the processed item or assign it as security before full payment has been made.



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### VIII. Claims for defects

1. After acceptance of the work, the contractor shall be liable for defects in the work, to the exclusion of all other claims by the customer, without prejudice to Nos. 5 and 6 and Section VII, in such a way that he must remedy the defects. The customer must immediately notify the contractor in writing of any defect found.
2. The contractor shall not be liable if the defect is insignificant for the customer's interests or is based on a circumstance attributable to the customer.
3. The contractor shall not be liable for defects resulting from the nature and behavior of the materials during processing (e.g., cavities, warping, or cracking during heat treatment, release of stresses, non-weldable material) and for which he is not at fault in accordance with the recognized rules of technology. If the materials become unusable due to their behavior or material defects without the contractor being at fault, the contractor shall be paid a reasonable portion of the agreed remuneration for the processing already carried out.
4. In the event of improper modifications or repair work carried out by the customer or third parties without the prior consent of the contractor, the contractor's liability for the resulting consequences shall be waived. Only in urgent cases where operational safety is at risk and to prevent disproportionately large damage, in which case the contractor must be notified immediately, or if the contractor has allowed a deadline set for the rectification of defects to pass, shall the customer be entitled to rectify the defect itself or have it rectified by third parties and to demand reimbursement of the necessary costs from the contractor.
5. In the event of a justified complaint, the contractor shall bear the direct costs incurred in remedying the defect, provided that this does not place a disproportionate burden on the contractor (§ 635 (3) BGB).
6. If the contractor allows a deadline set for the rectification of defects to pass without result, taking into account the statutory exceptions, the customer shall have a right to a reduction in price within the framework of the statutory provisions. The customer's right to a reduction in price shall also apply in other cases of final failure to rectify the defects.
7. Further claims shall be determined exclusively in accordance with Section VII.3 of these Terms and Conditions.

### IX. Liability of the contractor / exclusion of liability

1. If parts of the object being processed are culpably damaged by the contractor during processing, the contractor shall, at its discretion, repair them or deliver new ones at its own expense.
  2. The contractor shall only be liable for damage that has not occurred to the workpiece itself, regardless of the legal grounds, in the following cases
    - a) in cases of intent and gross negligence,
    - b) in the event of culpable injury to life, limb, or health,
    - c) in the case of defects which it has fraudulently concealed,
    - d) within the scope of a guarantee promise,
    - e) in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.
- In the event of culpable breach of essential contractual obligations, the contractor shall also be liable in cases of simple negligence, but limited to reasonably foreseeable damage typical for this type of contract.
- Further claims are excluded.

### X. Limitation

All claims of the customer—for whatever legal reasons—shall become time-barred 6 months after notification of readiness for shipment.

The statutory limitation periods shall apply to claims for damages under Section IX. 2 a-d and in cases of malice, intent, or gross negligence.

### XI. Compensation by the customer

If, in the case of processing orders outside the contractor's factory, the equipment or tools provided by the contractor are damaged at the processing site through no fault of the contractor, or if they are lost through no fault of the contractor, the customer shall be obliged to compensate for such damage. Damage attributable to normal wear and tear shall not be taken into account.

### XII. Export control, sanctions, and compliance

1. The performance of the contract is subject to the proviso that no national or international foreign trade regulations, embargoes, or other sanctions prevent this.
2. The customer undertakes not to resell or use the services provided or items processed by the contractor in violation of applicable export control regulations.
3. If the customer violates these obligations, the contractor is entitled to withdraw from the contract and claim damages.
4. The customer shall indemnify the contractor against all damages and official measures resulting from a violation of export control or sanctions regulations by the customer.
5. The customer undertakes to comply with all applicable legal regulations, in particular those relating to anti-corruption, money laundering prevention, minimum wage, and supply chain due diligence, within the scope of the contract's execution.

### XIII. Applicable law, place of jurisdiction

1. Unless otherwise agreed, the law of the Federal Republic of Germany shall apply. The German wording shall be authoritative for the interpretation of the contract.
2. The place of jurisdiction for all disputes arising from this processing order is Coburg. However, the contractor is entitled to bring legal action at the customer's headquarters.

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