

General Terms and Conditions of DUNLOP TECH GmbH ("D-Tech")

A. General Terms and Conditions of Delivery

1. a) These General Terms and Conditions of Sale and Delivery ("GTC") apply exclusively to companies (§ 14 German Civil Code (BGB)). They are an integral part of all offers and contracts for deliveries and services of D-Tech, also in current and future business relations. All agreements and orders must be in writing to be binding. Verbal collateral agreements have not been made. Proof to the contrary is not excluded by this. Performance, delivery and invoicing are subject to the latest valid GTC as announced by D-Tech. These can be accessed at any time on the D-Tech website at www.dunloptech.com/agb/?lang=en. Conflicting and/or deviating general terms and conditions of the customer are not recognized and do not become part of the contract, unless their validity is agreed to in writing by D-Tech upon conclusion of the contract.

b) The offers of D-Tech are subject to change and non-binding, unless they are expressly labelled as binding. The order by the customer is considered a binding contract offer. The contract only comes into effect upon written acceptance of the customer's order by D-Tech (e.g. by order confirmation). D-Tech is not obliged to accept a contract offer.

c) Prices at the time of the order by the customer are only fixed prices if this is expressly agreed in writing. Otherwise, D-Tech reserves the right to use the prices and conditions valid on the day of dispatch or collection as the basis for invoicing. In particular, D-Tech reserves the right to adjust the prices in the event of cost changes between order and delivery for which D-Tech is not responsible. If a cost change occurs and D-Tech has informed the customer in writing of a price adjustment before delivery, the customer is entitled to cancel his order. The cancellation must be communicated to us in writing immediately after notification of the price adjustment and before delivery.

d) Delivery shall be ex works (currently Hanau or Bad Kreuznach).

e) The buyer shall be liable for the risk and costs of the entire transport as well as export and customs clearance, unless otherwise agreed. With deviating agreement, the buyer is obligated to inform D-Tech immediately about any transport damages. The rejected goods are to be made available to D-Tech.

2. a) Binding delivery times shall be agreed separately on an individual basis. Partial deliveries are permissible. The delivery period shall be extended appropriately in the event of unforeseeable, extraordinary events that cannot be averted despite the care required and reasonable in the circumstances of the case, in particular cases of force majeure and other disruptive events affecting us, our suppliers or the transport companies, such as operational or traffic disruptions, fire, floods and other natural disasters, shortages of labor, energy or raw materials, industrial disputes, war, civil war or riots, pandemics, export and import bans or other official measures. If the goods have been dispatched and acceptance is delayed for reasons for which D-Tech is not responsible, the risk is transferred to the customer with the possibility of acceptance. The dispatch is considered to have taken place at this time.

b) Claims for damages arising from delivery delays or delivery cancellations are excluded, insofar as they are not based on an intentional or grossly negligent breach of duty by D-Tech. The legal right of the customer to withdraw from the underlying contract remains unaffected.

3. We are generally not obliged to take back sold goods. Goods can only be returned if they are technically and visually in perfect condition and resalable and if we expressly agree to this in writing. If it turns out that the goods are not in perfect condition and resalable, the customer must, at his own

expense, either collect the goods or have them disposed of by D-Tech. The goods shall only be deemed to have been taken back after a positive result of a quality inspection. If we agree to take back goods, the net price valid at the time of delivery will be credited. The above shall not apply in the event that the retention of title is exercised. The special provisions in Section B apply in this case. Orders for customized products can no longer be changed or cancelled after confirmation by us.

4. The filing of insolvency proceedings, the application for or submission of an affidavit of assets, repeated delays in payment, clear indications of a significant deterioration in the customer's liquidity or a change in the ownership of the company or the customer shall entitle us to demand delivery against advance payment.

B. Retention of title

1. The delivered goods remain the property of D-Tech until full payment of all claims arising from the business relationship, including any current account balance. If the customer is in default of payment or in other, not only minor violations of the customer's contractual obligations, D-Tech is entitled to withdraw from the contract, to demand the return of the goods and to obtain direct possession of them ourselves or through authorized representatives. For this purpose, we and our authorized representatives are entitled to enter the customer's business premises. We are also authorized to inspect the customer's business documents in order to determine the whereabouts of the goods subject to retention of title. All costs arising from the repossession of the reserved goods shall be borne by the customer.

2. The customer is authorized to resell the reserved goods in his normal business transactions; however, he is not permitted to pledge them or assign them as security.

3. The customer already now assigns the claims from the resale of the reserved goods to D-Tech, which accepts the assignment. However, the customer is entitled to collect the claims as long as he does not fall into arrears with the fulfilment of his obligations to D-Tech, suspends his payments, insolvency proceedings are applied for or opened against his assets, or out-of-court settlement proceedings are carried out. Upon request, the customer must provide D-Tech with the information necessary for the collection of the assigned claims, hand over all necessary documents to D-Tech and immediately inform the debtor of the assignment.

4. The customer undertakes any processing or installation of the reserved goods for D-Tech without any obligations arising for D-Tech. If the reserved goods are processed, combined or installed with other items not belonging to D-Tech, D-Tech is entitled to the resulting co-ownership share in the new item in the ratio of the value of the reserved goods to the other processed goods at the time of processing, combination or installation. If the customer acquires sole ownership of the new item, the contracting parties agree that the customer shall grant D-Tech co-ownership of the new item in proportion to the value of the processed or combined or installed goods subject to retention of title and shall store these for D-Tech free of charge. If the reserved goods are resold together with other goods, whether without or after processing, combination or installation, the advance assignment agreed above shall only apply to the value of the reserved goods that are resold together with the other goods.

5. The customer has to inform D-Tech immediately about seizures, confiscations or other compulsory execution measures or dispositions of third parties over the reserved goods or the claims assigned in advance, handing over the documents necessary for an intervention.

6. If the realizable value of the above securities exceeds the secured claims by more than 10%, D-Tech shall release a corresponding part of the securities; the selection of the securities to be released shall be incumbent on D-Tech.

C. Terms of payment

1. The prices are binding and - unless another currency has been expressly agreed - are in EURO, plus the respective statutory value added tax. Unless otherwise agreed or stated, amounts are due within 30 days of the invoice date.

2. If this term of payment is exceeded, D-Tech is entitled, without further request for payment, to charge interest for the duration of the delay at a rate of 9 percentage points above the base interest rate on the gross final amount of the invoice due. The right to claim further damages caused by delay upon proof remains unaffected.

3. We grant a 3% discount for immediate payment and for payment within 10 days of the invoice date. If payment is made within 20 days, we grant a 2% discount. However, the discount shall only be granted if all due payment obligations from previous deliveries have been fulfilled and the invoice amount has been received by us by the aforementioned dates.

4. The date of receipt of payment shall be the date on which the amount is received by us or credited to our bank account. The customer bears the risk of the payment method. D-Tech reserves the right to make deliveries only against advance payment, in particular for first orders or after payment due dates have been exceeded.

5. Bills of exchange and checks are not accepted.

6. The customer shall only be entitled to set-off if his counterclaim is undisputed or has been recognized by declaratory judgement. Deductions (discounts, bonuses, etc.) that have not been expressly agreed shall not be recognized.

7. A claim to payment of an agreed bonus only exists if the customer has paid all due claims to D-Tech.

8. We are entitled to offset all claims to which the customer is entitled against us.

9. Notwithstanding the above provisions on the due date of our invoices and regardless of any credit agreements with the customer, we are entitled to make all claims due immediately if

- a) the customer gets into payment difficulties;
- b) the customer requests a moratorium from his creditors or some of them;
- c) the customer's financial circumstances deteriorate significantly; or
- d) the customer does not comply with our request to provide what we consider to be sufficient security for an existing claim. We are entitled to make this request at any time. We reserve the right to cancel the granting of credit at any time, even if this involves the granting of payment terms within the scope of these terms and conditions.

D. Liability and warranty conditions

1. Only the written order confirmation from D-Tech or the documents referred to therein are authoritative for the scope of the deliveries and services from D-Tech. Our technical details about the delivery item - including illustrations, drawings and technical details - represent neither a guarantee nor a quality specification. Public statements, promotions or advertising by the seller or the

manufacturer do not constitute a contractual description of the quality of the goods. D-Tech guarantees the delivered goods in accordance with the following provisions:

2. A defect can only be recognized if the customer notifies us in writing of all obvious defects, shortages or incorrect deliveries within 8 days of delivery, but in any case before processing or treatment. If such a defect becomes apparent after the expiry of this period, which could not have been discovered even after careful inspection on receipt of the goods, the defect must be reported immediately after discovery. If this is not done, the goods shall be deemed to have been approved within the eight-day period, just as in the case of non-notification of defects that were obvious from the outset.

3. The limitation period for claims against us which are not based on willful behavior attributable to us shall be one year from the handover of the goods to the customer. This shall not apply insofar as we are obliged to reimburse the costs which the customer has to bear vis-à-vis a consumer due to the sale of a new item for the purpose of subsequent fulfilment.

4. The customer shall be obliged to prove the existence of a defect. In such a case, he must give us sufficient opportunity to inspect the delivered goods. The customer is not entitled to return rejected goods without prior agreement with us.

5. If the goods delivered by D-Tech are defective, which also includes the lack of the contractually agreed quality, then either a replacement will be delivered or the goods will be repaired at our discretion; the number of attempts at repair or replacement delivery may not be less than two. If the defect cannot be remedied within a reasonable period of time or if the repair or replacement delivery is deemed to have failed for other reasons, the customer may, at his discretion, demand a reduction in payment (abatement) or withdraw from the contract.

6. We exclude further claims of the customer, in particular for damages, for slightly negligent breaches of duty, insofar as these do not concern essential contractual obligations, damages resulting from injury to life, limb or health or guarantees or claims under product liability law are affected. The same applies to breaches of duty by our vicarious agents.

7. We reserve the right to make technical improvements without prior notice and agreement with the customer.

E. Data protection

1. D-Tech collects and processes personal data in accordance with the principles and on the basis of the GDPR and the BDSG. Personal data that D-Tech becomes aware of in connection with the business relationship will therefore be used exclusively within the scope of the defined purposes and for the processing of the contractual relationship by D-Tech.

2. a) Data subjects have a right to information, correction, objection, restriction of processing and deletion of the data concerning them, and they can request the transfer of their data. If data subjects wish to exercise these rights and obtain information about the data concerning them, they can contact the following controller:

DUNLOP TECH GmbH, Attn: Data Protection Officer, Offenbacher Landstraße 8, 63456 Hanau, Germany, e-mail: datenschutz@dunloptech.de

b) The right to lodge a complaint can be asserted with the Hessian Data Protection Officer (poststelle@datenschutz.hessen).

3. D-Tech transfers personal data to its service providers and/or to the companies affiliated with it under stock corporation law (group companies) for the purpose of contract fulfilment. The third country transfer takes place exclusively on the basis of an adequacy decision of the EU Commission; the use of standard clauses in the respective service provider contracts; subject to appropriate safeguards (Article 46 GDPR) or binding internal data protection rules (Article 47 GDPR); an exemption under Article 49 (1) subparagraph 2 GDPR (if the requirements of Articles 46 and 47 GDPR are not met); an individual authorization from a supervisory authority. The customer can request information about this and can contact D-Tech's data protection officer for this purpose.

4. Personal data concerning D-Tech or third parties, which come to the customer's knowledge in connection with the order, may only be processed and used for the execution of the contractual relationship and only on the basis of Article 6 (1) GDPR (or Article 9 GDPR). The data may not be passed on to third parties. The customer undertakes to take all technical and organizational measures necessary for data protection and data security. The customer's employees must be obliged to maintain data confidentiality.

5. The data protection information of the responsible body (D-Tech) also applies: <https://www.dunloptech.com/datenschutz/>.

F. Miscellaneous

1. Place of fulfilment and jurisdiction for all claims arising from the terms and conditions, in particular from the deliveries of D-Tech, is Hanau, even if sales or deliveries have been made from another location. D-Tech is also entitled to sue at the courts responsible for the customer's registered office. The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.

2. Our General Terms and Conditions, on which all agreements and offers are based, shall be deemed to have been recognized upon placement of the order or acceptance of the delivery. They may be amended by us at any time.

3. Should individual provisions be or become invalid in whole or in part, this shall not affect the validity of the contract or the remaining terms and conditions of sale, delivery and payment. The parties are obliged to replace ineffective or unenforceable conditions or contractual provisions with agreements that are effective and come as close as possible to the intended purpose.

4. Terms and conditions to the contrary shall be ineffective, even if we do not expressly object to them; they shall only apply if they are recognized by us in writing in individual cases.

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