General Terms and Conditions of Delivery of Kurtz Ersa Semicon GmbH

The following Terms and Conditions shall only apply to use in respect of businesspeople within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.

Deliveries - including services, proposals, advice and ancillary services - shall be made only on the basis of the following Terms and Conditions. Any Terms and Conditions of the Purchaser to the contrary are hereby rejected; neither shall they be recognised if the Supplier does not reject them again after receipt.

I. Our Offer

(1) The documents which are part of the offer, such as illustrations, plans/ drawings, weights and measures, are authoritative within the tolerances customary in the industry unless they are expressly designated as binding.

(2) The Supplier reserves the right of ownership and copyright to quotes, cost estimates, plans/drawings and other documents; they may not be made accessible to third parties. The Supplier is obliged to make plans/drawings designated as confidential by the Purchaser accessible to third parties only with the Purchaser´s consent. Ancillary agreements must be made in writing, as must any amendments to this written form clause.

(3) Contractual agreements on the quality of the object of purchase are not to be understood as a guarantee within the meaning of Section 276 (1) of the German Civil Code (BGB) unless otherwise expressly assured at the request of the Purchaser.

II. Scope of Delivery

(1) The written order confirmation of the Supplier shall be authoritative for the scope of delivery. In the case of an offer from the Supplier with a time commitment and acceptance of the offer within the time limit, the offer shall be authoritative if no order confirmation has been received in good time.

(2) If import and export licences or foreign exchange permits or similar approvals are required for the performance of the contract, the party responsible for obtaining them must make all reasonable efforts to obtain the neces- sary licences or approvals in good time.

III. Prices and Payment

(1) In the absence of any special agreements, the prices shall apply ex-works, including loading at the factory but excluding packaging and unloading. Value Added Tax shall be added to the prices at the applicable statutory rate.

(2) For orders with a value of less than EUR 75.00 net, we charge a minimum quantity surcharge of EUR 15.00 plus VAT.

(3) Additional dangerous goods surcharges will be assessed for products subject to the German Dangerous Goods Transport Act.

(4) In the absence of any special agreements, payment shall be made within 10 days of the invoice date without any deduction by the Purchaser.

(5) The Purchaser shall only be entitled to withhold payments to the extent that its counterclaims are undisputed or have been legally established.

(6) The Purchaser shall only be entitled to offset counterclaims from other legal relationships to the extent that they are undisputed or have been legally established.

IV. Delivery Periods, Delivery Delays

(1) The delivery period is based on the agreements between the contracting parties. Compliance with the delivery period by the Supplier requires that all commercial and technical matters between the contracting parties to have been resolved and that the Purchaser has fulfilled all obligations incumbent upon it, such as the provision of the necessary official certificates or approvals or the payment of a deposit. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if the Supplier is responsible for the delay.

(2) Compliance with the delivery period is subject to correct and timely delivery to us. The Supplier shall inform the Purchaser as soon as possible of any delays that become apparent.

(3) The delivery period shall be deemed to have been complied with if the delivery item has left the Supplier´s works or notification of readiness for dispatch has been given by the time the delivery period expires. If acceptance is required, the acceptance date shall be authoritative except in the case of justified refusal of acceptance or, alternatively, of notification of readiness for acceptance.

(4) If dispatch or acceptance of the delivery item is delayed for reasons for which the Purchaser is responsible, the costs incurred by the delay shall be charged to the Purchaser, starting one month after notification of readiness for dispatch or acceptance. The delivery item shall be deemed to have been delivered and accepted in the legal sense after expiry of a two-week grace period to be set by the Supplier and given in text form. If there is a delay in acceptance, the Supplier shall, after expiry of the aforementioned grace period, be entitled to invoice the Purchaser for the partial remuneration attributable to the delivery.

(5) If non-compliance with the delivery period is due to force majeure/Acts of God, industrial disputes or other events beyond the Supplier´s control, the delivery period shall be extended accordingly. The Supplier shall notify the Purchaser of the beginning and end of such circumstances as soon as possible.

V. Transfer of Risk

(1) Delivery shall be made free carrier (FCA) from the shipping point of the supplying plant (latest version of Incoterms®), unless expressly otherwise agreed.

(2) If dispatch or acceptance is delayed or does not take place as a result of circumstances for which the Supplier is not responsible, the risk shall pass to the Purchaser on the day of notification of readiness for dispatch or acceptance. The Supplier undertakes to take out the insurance policies requested by the Purchaser at the latter´s expense.

(3) Partial deliveries are permissible insofar as they are reasonable for the Purchaser.

VI. Retention of Title

(1) Under the terms of the delivery contract, the Supplier retains title to the delivery item until receipt of all payments, including for any additional ancillary services owed.

(2) The Supplier shall be entitled to insure the delivery item at the Purchaser´s expense against theft, breakage, fire, water and other damage unless the Purchaser can prove that it has taken out the insurance itself.

(3) The Purchaser may neither sell, pledge nor assign the delivery item as security. In the event of seizure, confiscation or other dispositions by third parties, it must inform the Supplier immediately.

(4) In the event of a breach of contract by the Purchaser, in particular in the event of default in payment, the Supplier shall be entitled to take back the delivery item after issuing a reminder. The Purchaser shall be obliged to surrender the delivery item.

(5) On the basis of the retention of title, the Supplier can only demand the return of the delivery item if it has withdrawn from the contract.

VII. Claims for Defects

Subject to Section IX, the Supplier shall be liable for material defects and defects in legal title in the delivery to the exclusion of further claims as follows:

Material Defects:

(1) All parts which prove to be defective as a result of a circumstance existing prior to the transfer of risk shall be repaired or replaced free of defects at the Supplier´s discretion. The Supplier must be notified in writing immediately of the discovery of such defects. Replaced parts shall become the property of the Supplier.

(2) Following consultation with the Supplier, the Purchaser shall give the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which appear necessary to the Supplier; otherwise the Supplier shall be released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or in order to prevent disproportionately major damage (in which case the Supplier is to be notified immediately) shall the Purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier.

(3) Insofar as the complaint proves to be justified, the Supplier shall bear the expenses necessary for the purpose of subsequent performance, provided this does not result in a disproportionate burden on the Supplier. Insofar as the expenses are increased by the fact that the buyer has taken the object of purchase to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by the Purchaser. In the event of the sale of a newly manufactured item, the Supplier shall, to the extent of its legal obligation, also reimburse the expenses incurred by the Purchaser as part of recourse claims in the supply chain.

(4) The Purchaser shall have be entitled to withdraw from the contract in accordance with statutory provisions if the Supplier - taking into account the statutory exceptions - allows a reasonable period of time it has been given for the repair or replacement delivery to expire fruitlessly due to a material defect. If there is only an insignificant defect, the Purchaser shall only be entitled to a reduction in the contract price. The right to reduce the contract price shall otherwise remain ruled out.

(5) Further claims shall be determined exclusively in accordance with Section IX. 2 of these Terms and Conditions.

(6) In particular, no liability is assumed in the following cases: unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences – to the extent that they are not the responsibility of the Supplier.

(7) If the Purchaser or a third party carries out improper improvement work, the Supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the Supplier.

Legal defects:

(8) If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own expense, generally procure the right for the Purchaser to continue using the delivery item or modify the delivery item in a manner reasonable for the Purchaser in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Purchaser shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract. Furthermore, the Supplier shall indemnify the Purchaser against undisputed or legally established claims of the holders of the property rights concerned.

(9) Subject to Section IX. 2, the obligations of the Supplier set out in Section VII. 8 are authoritative in the event of infringement of industrial property rights or copyrights.

They will only exist if
- the Purchaser will notify the Supplier without delay of any asserted infringements of industrial property rights or copyrights;
- the Purchaser will support the Supplier to a reasonable extent in defending the claims asserted or will enable the Supplier to carry out the modification measures in accordance with Section VI. 8;
- the Supplier reserves the right to take all defensive measures, including out-of-court settlements;
- the defect in title is not based on an instruction of the Purchaser; and
- the infringement of rights was not due to the fact that the Purchaser has modified the delivery item without authorisation or has used it in a manner contrary to the terms of the contract.

VIII. Foreign Trade Law (Reservation of Fulfilment)

The performance of the contract is subject to the proviso that there are no obstacles arising from German, US or other applicable national, EU or international regulations of foreign trade law as well as no embargos or other sanctions.

The Purchaser is obliged to provide all information and documentation required for export, transfer or import.

IX. Liability of the Supplier; Exclusion of Liability

(1) If the delivery item cannot be used by the Purchaser in accordance with the contract as a result of culpably-omitted or faulty suggestions or advice given by the Supplier before or after conclusion of the contract, or as a result of culpable breach of other ancillary contractual obligations - in particular instructions for operation and maintenance of the delivery item, the provisions of Sections VII and IX. 2 shall apply to the exclusion of further claims by the Purchaser.

(2) The Supplier shall be liable for damages that have not occurred to the delivery item itself - on whatever legal grounds - only
a. in the event of intent and gross negligence,
b. in the event of culpable injury to life, limb or human health,
c. in the case of defects which it has fraudulently concealed,
d. as part of a guarantee commitment,
e. in the case of defects in the delivery item, insofar as liability is assumed under the German Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable breach of material contractual obligations, the Supplier shall also be liable in the event of simple negligence, but limited to the reasonably foreseeable damage typical for the contract. Further claims will not be accepted.

X. Limitation Periods

All claims by the Purchaser - on whatever legal grounds - shall expire after 12 months; this shall also apply to the expiration of claims under a right of recourse in the supply chain pursuant to Section 445b (1) of the German Civil Code (BGB), provided that the last contract in this supply chain is not for the purchase of consumer goods. The suspension of expiry under Section 445b (2) of the German Civil Code (BGB) remains unaffected. The statutory time limits shall apply to claims for damages pursuant to Section IX. (2 a-c and e). They shall also apply to defects in a building or to delivery items which have been used for a building in accordance with their customary use and have caused its defectiveness.

XI. Software Use

Insofar as software is included in the scope of delivery, the Purchaser shall be granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

The Purchaser may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (Paragraph 69 [a ff.] of the German Copyright Act [UrhG]). The Purchaser undertakes not to remove manufacturer´s details - in particular copyright notices - or to change them without the Supplier´s prior express consent.

All other rights to the software and the documentation, including the copies, shall remain with the Supplier or the software supplier. The granting of sublicences is not permitted.

XII. Applicable Law; Place of Jurisdiction

(1) All legal relationships between the Supplier and the Purchaser shall be governed by the laws of the Federal Republic of Germany with the exception of the provisions of international private law and of the UN Convention on Contracts for the International Sale of Goods.

(2) The place of jurisdiction shall be the court responsible for the Supplier´s registered offices. However, the Supplier shall be entitled to bring legal action at the Purchaser´s principal place of business.

As of September 2025