

## I. General – Scope of Application

1. In accordance with Article L 441-1 of the French Commercial Code, these General Terms and Conditions of Sale constitute the sole basis of the commercial relationship between the parties.  
Their purpose is to define the conditions under which KNF Neuberger SAS (hereinafter: "The Seller", "KNF" or "we"), registered under IDU-No. FR000062\_05JADW, supplies its products to professional purchasers (hereinafter: "Purchaser") who request them.  
They shall apply without restriction or reservation to all sales concluded by the Seller with Purchasers of the same category, regardless of the clauses that may appear in the Purchaser's documents, and in particular its general terms of purchase unless we have expressly agreed to their validity in writing.  
In accordance with the regulations in force, these General Terms and Conditions of Sale are systematically communicated to any Purchaser who requests them, to enable him to place an order with the Seller.
2. Consequently, the placement of an order shall imply, on the part of the Purchaser, full acceptance, without reservation, of these General Terms and Conditions of Sale, to the exclusion of all other documents such as prospectuses, catalogues and brochures issued by the Seller, which have an indicative value only.

## II. Quotations

1. Prices, technical specifications, sizes, weight and other information provided on price lists, catalogues, prospectuses and brochures are only indicative and shall not be binding on the Seller in any way whatsoever. Unless they are expressly marked as binding or contain a specific acceptance period, quotations are subject to change and do not constitute a binding offer. A contract shall only be concluded upon issuance of our written order confirmation or by delivery. Our order confirmation alone shall be authoritative for the content of the contract. Amendments to the contract require our written confirmation.
2. The documents belonging to the quotation, such as illustrations, drawings, weight and dimension specifications, performance and other property descriptions as well as other information about our products and services are only approximately authoritative unless they are specified in writing and expressly designated in the quotation as contractually agreed properties of our products and services. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. Deviations customary in the trade and changes which are made on the basis of legal regulations or which represent technical improvements are permissible provided that they do not impair the usability for the contractually intended purpose.

## III. Prices - Terms of payment

1. Unless otherwise stated in the order confirmation, our prices in our price lists and quotations are "ex works", plus packaging, transport insurance, shipping, and statutory value added tax, as well as, in the case of export deliveries, plus customs duties, fees, and other charges; these additional costs shall be shown separately in the invoice. Our price quotations shall only be binding upon issuance of the written order confirmation.
2. KNF reserves the right to adjust prices if the Purchaser requests subsequent changes or additions, or if the documents and information provided by the Purchaser are incomplete or inaccurate.
3. If market conditions change significantly and in an unforeseeable way after conclusion of the contract, in particular in case of changes in material and energy costs, so as to make enforcement excessively onerous while a party had not agreed to bear the risk, the parties reserve the right to ask for a renegotiation of the contract in accordance with article 1195 of the French Civil Code.
4. Unless otherwise stated in the order confirmation, the purchase price shall be due for payment without deduction within 30 calendar days from delivery and invoicing, without the need for a reminder. Any method of payment that is in accordance with current regulations may be used by the Purchaser. The date of receipt by us shall be decisive for the date of payment. In accordance with article L. 441-10 of the French Commercial Code, any late payment shall give rise, rightfully and without prior formal notice to this effect, to penalties amounting to three times the legal interest rate, as well as to a lump sum recovery fee of 40 euros. Should our recovery costs be higher than this fixed amount of compensation, the Purchaser shall, upon presentation of proof, pay an additional amount of compensation.
5. If payment is delayed, all outstanding claims, even if they are not due, shall be payable without any deduction. This shall also apply if deferment has been granted for previous cases. The Purchaser may only offset our claims against counterclaims or retain payments on account of such counterclaims if his counterclaims have been legally established or are undisputed or are in a reciprocal relationship with our claims.

## IV. Delivery, Delivery time, Delay

1. Unless otherwise agreed, delivery shall be EXW Village-Neuf (Incoterms 2020). At the request and expense of the Purchaser, the products shall be shipped (sale by delivery to a place other than the place of performance). If the Purchaser is in default of acceptance, the risk shall already pass upon notification of readiness for shipment. This shall apply irrespective of whether the shipment is made from the place of performance and who bears the transport costs.
2. Deadlines and (delivery) dates stated by us are in principle non-binding, unless they are expressly designated by us as binding in the order confirmation. The start of the delivery period stated by us shall be subject to the complete clarification of all technical questions with the Purchaser. If shipment of the products has been agreed, the delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport, or to the time at which the Purchaser was notified of readiness for shipment.
3. We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the failure to deliver or to deliver correctly or on time) for which we are not responsible. If such events make delivery considerably more difficult or impossible for us and the hindrance is not only of temporary duration, we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery periods and dates shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. We shall inform the Purchaser immediately of the beginning and end of such circumstances, if and as soon as foreseeable. If it cannot be foreseen that we will be able to make our delivery within a reasonable period of time, but at the latest within four months, or if the Purchaser cannot reasonably be expected to accept the delivery due to the delay for other reasons, we and/or the Purchaser may rescind the contract by giving immediate written notice.
4. If we are in default of delivery or if a delivery becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with Section VI. of these General Terms and Conditions.
5. Transport packaging and all other packaging in accordance with the packaging regulations will not be taken back, with the exception of pallets. The Purchaser shall be obliged to dispose of the packaging at its own expense.
6. If the Purchaser is in default of acceptance, we shall charge storage costs amounting to 0.25 % of the invoice amount of the delivery items to be stored per week, but not exceeding a total of 5 % of the invoice amount.

## V. Warranty - Liability

1. The products delivered by the Seller benefit from a contractual warranty for a period of 12 (twelve) months, starting from the date of transfer of risk, covering the non-conformity of the products to the order and any hidden defect, resulting from a material, design or manufacturing defect affecting the Products delivered and making them unfit for use.
2. The Purchaser shall inspect the contractual items upon delivery. Obvious defects shall be notified immediately to the carrier by means of reservations made on the waybill, and confirmed to us in writing within 5 (five) working days, otherwise the delivery shall be deemed to have been accepted without defects. After timely notification of such defects, KNF shall be entitled to have the notified damage inspected and repaired as soon as possible. Parts which become demonstrably defective or unusable as a result of bad material, faulty design or poor workmanship shall be repaired or replaced within a reasonable period of time at the expense and choice of KNF. In the event of a replacement delivery, the Purchaser shall return the defective products to us at our own expense.
3. The Purchaser shall have no right to rescission or reduction of the purchase price, unless the defect cannot be remedied or further attempts at repair are unreasonable for the Purchaser. Repair or replacement shall not extend the original warranty period.
4. In case of hidden defect, our warranty obligation shall be governed by the statutory provisions. Deviating from this, should the Purchaser request the replacement of the defective product, we shall be entitled to offer to repair the defective products instead of replacing it. In the event of a replacement delivery, the Purchaser shall return the defective products to us at our own expense. Defects must be notified to us in text form within the statutory periods.
5. Any warranty is excluded in the event of unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear due to aging and/or wear and tear (e.g. diaphragms, valves, sealing rings, elastomers, bearings, DC motors, etc.), faulty or negligent operation of the products (e.g. in the case of a defect), faulty or negligent handling, in particular through failure to carry out the required regular maintenance or through the use of unsuitable operating materials and replacement materials by the Purchaser, defective preliminary



construction work, chemical, electrochemical or electrical influences, unless they are attributable to our fault. Tolerances customary in the trade with regard to dimensions, weight, color, etc. are permissible and shall not be considered as a defect.

6. In the event of justified complaints, we shall be obliged to bear the costs required to remedy the defect, in particular transport, labor and material costs, insofar as these are not increased by the fact that the defective products were transported to a place other than the place of performance.
7. An assignment of warranty claims is only possible with our prior written consent.
8. In any event, the seller's warranty is limited to the repair or replacement of the Products recognized as defective in accordance with the above provisions, to the exclusion of any type of damages, whether material or consequential, direct or indirect, the buyer being responsible for inspecting the Products before use or resale.

**VI. Information Obligations**

1. KNF shall notify the Purchaser in writing in due time of any planned discontinuation of products, changes in manufacturing processes, materials or parts supplied for the products, relocation of manufacturing sites as well as changes in processes or equipment, so that the Purchaser can check whether the changes may adversely affect its products. The obligation to notify shall not apply if KNF, after careful examination, can exclude a potential impairment of the quality, specification or product application ('fit form function').
2. The products offered by KNF do not have permanent data storage and are not intended for the transmission of data within the meaning of the regulation (EU) 2023/2854 (Data Act). If third parties use KNF products to create networked products or connect them to related services, the responsibility for this lies solely with these third parties. If KNF products or services were to fall under regulation (EU) 2023/2854 (Data Act), the relevant rights and obligations shall be governed by a separate agreement.

**VII. Intellectual Property Rights - Confidentiality**

1. We reserve the property rights and copyrights to cost estimates, drawings and other documents. All documents communicated by the Seller to the Purchaser in relation to the contract and which are not in the public domain are to be treated as confidential and the Purchaser shall not make them accessible to third parties or disclose them in any way. Upon request, these documents including all copies shall be returned to KNF.
2. Deliveries made on information, sketches, drawings, samples or other documents of the Purchaser shall be carried out exclusively at the risk of the Purchaser with regard to any intellectual property rights (such as patent, design, trademark and copyright rights). If the industrial property rights of third parties are infringed during the manufacture of the products according to the specifications of the Purchaser, the Purchaser shall indemnify us against all claims raised in this respect unless the Purchaser is not responsible for the infringement of the industrial property rights.

**VIII. Retention of Title**

1. We retain title to the products until full payment of the price has been made in accordance with the payment terms provided for in article III.4. hereof. In the event of non-payment of the price in full at the agreed term, the contract shall be terminated by operation of law at the request of the Seller by simple registered letter sent to the Purchaser. The return of unpaid products shall be at the Purchaser's expense and risk, following formal notice from the Seller by registered letter.
2. The Purchaser is obliged to treat the products with care and shall assume all risks related to the Retained Products, as soon as he takes possession of them. He therefore undertakes to take out an insurance policy for the benefit of the Seller, guaranteeing the risks of civil liability as well as loss, theft, deterioration or destruction of the Retained Products, including by water or fire, at their replacement value, and to pay the corresponding premiums until full payment of the price. In the event of damage, the insurance indemnity shall be acquired by right by the Seller and shall be deducted from the part of the price that is still due.  
If maintenance and inspection work becomes necessary, the Purchaser must carry it out in good time at its own expense. In the event of access by third parties to the reserved property, the Purchaser must notify us immediately so that we can protect our rights.
3. The Purchaser shall be entitled to resell the Retained Products in the ordinary course of business as long as he is not in default. Pledging or transfer of ownership by way of security shall not be permitted. By way of security, the Purchaser hereby assigns to us in full any claims arising from the resale or any other legal ground (insurance, tort) with respect to the Retained Products, up to the amount of the price that remains due to KNF. We hereby accept the assignment. The Purchaser shall remain revocably authorized to collect this claim for our account in his own name even after the assignment by us. Our authority to collect the claim ourselves shall remain unaffected. Upon our request, the Purchaser shall disclose the

assignment and hand over to us the details, information and related documents required for the collection of the assigned claim.

4. If the product subject to retention of title is combined with other items, the retained title to the newly created item shall continue and we shall thereby acquire a co-ownership share in the ratio of the value of the product subject to retention of title (invoice value) to the value of the other combined items. If one of the combined items is to be regarded as the main item, the Purchaser shall transfer co-ownership to us in the ratio of the value of the products supplied by us (invoice value) to the value of the other combined items. The Purchaser shall store the new item free of charge with regard to our co-ownership share. If the product subject to retention of title is resold as a component of the new item, the agreed advance assignment shall only apply to the amount of the invoice value of the product subject to retention of title.
5. We undertake to release the securities to which we are entitled in accordance with the above provisions at our discretion with regard to the excess value to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released shall be incumbent upon us.
6. If the law of the country in which the products subject to retention of title are located does not permit the agreement of a retention of title or permits it only in a limited form, we may reserve other rights to the products. The Purchaser shall be obliged to cooperate in all necessary measures (e.g. registrations) to realize the retention of title or the other rights replacing the retention of title and to protect these rights.

**IX. Business Conduct**

The Parties undertake to comply with all statutory provisions and legal regulations in all countries in which they operate, according to their wording and meaning. In addition, business conduct with integrity and social responsibility is expected. Accordingly, KNF has required its employees and business partners to comply with the KNF Code of Conduct.

**X. Severability**

Should individual provisions of these General Terms and Conditions prove to be legally invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, the parties shall reach an agreement which replaces the provision in question with a valid provision which is as economically equivalent as possible.

**XI. Litigation**

1. The legal relationship between us and the Purchaser is subject to French law. The UN Convention on Contracts for the International Sale of Goods shall not apply.
2. IN CASE OF ANY DISPUTE ARISING FROM THE VALIDITY, INTERPRETATION, EXECUTION, CANCELLATION OR TERMINATION OF THE CONTRACT AND THESE STANDARD TERMS AND CONDITIONS OF SALE, THE COMMERCIAL CHAMBER OF THE COURT OF FIRST INSTANCE OF MULHOUSE SHALL HAVE SOLE JURISDICTION, EVEN IN THE EVENT OF AN INCIDENTAL CLAIM, IMPLAIDER OR MORE THAN ONE DEFENDANT.

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