

General Terms and Conditions of ECUtronic GmbH

1. Scope of Application

1. These General Terms and Conditions ("GTC") apply to all present and future business relationships of ECUtronic GmbH ("ECUtronic") with entrepreneurs (Unternehmer), legal entities under public law and special funds under public law.
2. Any conflicting or deviating terms and conditions of the contractual partner shall apply only if ECUtronic has expressly agreed to their applicability.
3. Individually agreed terms and the respective purchase order or order confirmation shall take precedence over these GTC.
4. For contracts under which ECUtronic acts as supplier or contractor, the provisions of Section 2 shall apply in addition. For contracts under which ECUtronic acts as purchaser or principal, the provisions of Section 3 shall apply in addition.

2. Terms and Conditions for Sales and Deliveries by ECUtronic

2.1 Offers and Conclusion of Contract

1. Offers made by ECUtronic are non-binding unless expressly designated as binding. A contract shall be concluded upon ECUtronic's written order confirmation or upon performance of the order.
2. Drawings, illustrations, technical data, samples and other information shall be binding only if they have been expressly agreed as binding specifications of the goods or services.
3. Changes that are technically necessary or serve technical progress shall remain permissible insofar as they are reasonable for the Customer and do not materially impair the agreed function.

2.2 Prices and Payment

1. Unless otherwise agreed, prices are stated in euros EXW Incoterms® 2020 plus statutory value added tax. Packaging, shipping and other ancillary costs shall be charged separately. If, at the Customer's request, ECUtronic arranges shipment, it shall do so exclusively in the name of, at the expense of and at the risk of the Customer; the transfer of risk under EXW shall remain unaffected.
2. Unless otherwise agreed, invoices are payable within 14 days subject to a 3% cash discount or within 30 days net, in each case from the invoice date.
3. The Customer may exercise rights of set-off and rights of retention only on the basis of claims that are undisputed, have been finally adjudicated, or arise from the same contractual relationship.
4. In the event of late payment, the statutory default interest shall apply. If, after conclusion of the contract, circumstances become known that materially call the Customer's ability to pay into question, ECUtronic may require appropriate security or advance payment and may withhold further deliveries until such security or advance payment has been provided.

2.3 Delivery and Transfer of Risk

1. Delivery dates shall be binding only if ECUtronic has expressly confirmed them as binding.
2. Delivery periods shall commence only after the order has been fully clarified in technical and commercial respects and after receipt of any agreed advance payments or items to be provided by the Customer.
3. ECUtronic shall be entitled to make partial deliveries insofar as these are reasonable for the Customer. In the case of customer-specific goods, customary industry tolerances for excess or short deliveries shall be permissible unless otherwise agreed.

4. Unless otherwise expressly agreed in text form, deliveries shall be made EXW. ECUtronic fulfils its delivery obligation by placing the goods conforming to the contract at the named place of delivery at the Customer's disposal for collection and informing the Customer thereof. Upon the goods being placed at the Customer's disposal, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer. From that time, the Customer shall bear all costs and risks relating to collection, loading, carriage, export and import. Loading the goods onto the means of transport provided by the Customer or its agent shall be at the Customer's risk. Insofar as ECUtronic provides assistance with loading, it shall do so without assuming any responsibility beyond that imposed by mandatory law.
5. Events of force majeure or other events for which ECUtronic is not responsible, including in particular operational disruptions, industrial disputes, supply shortages affecting upstream suppliers, official measures or transport disruptions, shall extend delivery periods by a reasonable period. If performance becomes permanently unreasonable, the affected party may withdraw from the unperformed part of the contract.

2.4 Retention of Title

1. Goods delivered shall remain the property of ECUtronic until all claims arising from the business relationship have been satisfied in full.
2. If goods subject to retention of title are processed, combined or mixed with other items not owned by ECUtronic, ECUtronic shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the value of the other items processed, combined or mixed at the time of processing, combination or mixing. The newly created item shall be deemed goods subject to retention of title within the meaning of this clause.
3. The Customer may resell goods subject to retention of title in the ordinary course of business. The Customer hereby assigns to ECUtronic, in advance, its claims against its customers arising from the resale or processing of the goods subject to retention of title, up to the invoice value of the respective goods resold, including value added tax. The Customer shall remain authorised to collect the assigned claims until such authorisation is revoked. The authorisation to collect shall cease, in particular, in the event of late payment, suspension of payments or an application for the opening of insolvency proceedings.
4. At the Customer's request, ECUtronic shall release security interests insofar as their realisable value exceeds the secured claims by more than 10%.

2.5 Rights in the Event of Defects

1. The Customer shall inspect the goods without undue delay after receipt and shall notify ECUtronic in writing of apparent defects no later than 10 days thereafter.
2. ECUtronic shall be entitled, at its option, to remedy the defect or deliver a defect-free item. If such subsequent performance fails, is refused, is unreasonable for the Customer, or if the other statutory requirements are met, the Customer shall be entitled to the statutory rights to a reduction of the price, withdrawal from the contract and damages.
3. The limitation period for the Customer's claims for defects in the goods shall be twelve months from the transfer of risk. This shall not apply to claims arising from intentional or grossly negligent breaches of duty, injury to life, body or health, fraudulent concealment of a defect, or a guarantee as to quality or durability assumed by ECUtronic.
4. Rights in respect of defects shall not apply to damage resulting from improper use, incorrect assembly or commissioning by the Customer or third parties, natural wear and tear, unsuitable operating materials, or unauthorised modifications or repairs.

2.6 Liability

1. ECUtronic shall have unlimited liability in cases of intent and gross negligence, for injury to life, body or health, under the German Product Liability Act (Produkthaftungsgesetz), and in any other cases of mandatory statutory liability.

2. In the event of a slightly negligent breach of material contractual obligations, ECUtronic's liability shall be limited to the loss or damage typical for the contract and foreseeable at the time the contract was concluded.
3. In all other respects, claims for damages are excluded.

3. Terms and Conditions for Purchases and Contracts Awarded by ECUtronic

3.1 Purchase Orders and Prices

1. Purchase orders issued by ECUtronic shall be binding on the Contractor. Any deviations therefrom require ECUtronic's prior consent.
2. Unless otherwise agreed, agreed prices shall be fixed prices plus statutory value added tax and shall include all packaging, freight and ancillary costs up to the agreed place of receipt. Delivery shall generally be made DAP in accordance with Incoterms® 2020.
3. Invoices may be issued only after the agreed delivery or service has been performed in full.
4. Unless otherwise agreed, ECUtronic shall pay within 14 days subject to a 3% cash discount or within 30 days net. The payment period shall commence no earlier than upon complete receipt of the delivery or service in conformity with the contract and receipt of an invoice capable of being verified.

3.2 Delivery and Dates

1. Agreed delivery dates and periods are binding. ECUtronic shall be notified without undue delay of any impending delay, stating its cause and expected duration.
2. Partial deliveries require ECUtronic's prior consent.
3. The Contractor shall bear the risk up to the agreed place of receipt in accordance with the agreed Incoterms® rule.
4. In the event of delay in delivery, ECUtronic shall be entitled to the statutory rights and remedies. Any contractual penalties or lump-sum damages agreed separately in the individual contract shall remain unaffected.
5. Events of force majeure or other circumstances for which ECUtronic is not responsible and which materially impede acceptance or use of the delivery shall release ECUtronic from its obligation to accept and pay for the delivery for the duration of the impediment.

3.3 Quality and Rights in the Event of Defects

1. The Contractor warrants that deliveries and services comply with the agreed specifications, the state of the art, the applicable statutory requirements and the agreed quality requirements.
2. The Contractor shall review specifications and documents provided by ECUtronic for apparent inconsistencies and shall notify ECUtronic thereof without undue delay.
3. Following delivery, ECUtronic shall, in the ordinary course of business, inspect incoming deliveries for identity, quantity, and externally apparent transport damage and defects. ECUtronic shall notify the Contractor of apparent complaints within 14 calendar days after receipt of the goods; ECUtronic shall generally notify the Contractor of latent complaints within 14 calendar days after their discovery. The notice should be given in text form and, insofar as reasonably possible in the circumstances, describe the defect complained of with sufficient specificity. The periods stated above serve exclusively to facilitate the organisation and expeditious handling of the business relationship. They do not constitute exclusion periods and shall neither give rise to any deemed approval nor constitute a waiver by ECUtronic of any statutory or contractual rights in respect of defects. In the case of commercial transactions between merchants, the statutory duties of inspection and notification of defects pursuant to Section 377 of the German Commercial Code (Handelsgesetzbuch - HGB) shall remain unaffected.

4. In the event of defects, ECUtronic shall be entitled to the statutory rights and remedies. ECUtronic shall be entitled to remedy the defect itself or commission a third party to do so at the Contractor's expense if the Contractor is in default with subsequent performance or if immediate action is necessary to avert an imminent danger to operations, persons or property and setting a time limit would be unreasonable. ECUtronic shall inform the Contractor in advance insofar as possible.
5. The limitation period for claims for defects shall be 30 months from commissioning or further processing, but no more than 36 months from delivery or performance, unless otherwise agreed.
6. The Contractor shall indemnify ECUtronic against justified third-party claims insofar as such claims are based on a product defect for which the Contractor is responsible or on any other breach of duty for which the Contractor is responsible.

3.4 Production Equipment, Documents and Intellectual Property Rights

1. Tools, models, drawings, raw materials and other production equipment provided by ECUtronic shall remain the property of ECUtronic and may be used exclusively for the performance of orders for ECUtronic.
2. The Contractor shall keep such items with due care, adequately protect them and surrender them upon request.
3. The Contractor warrants that its deliveries and services do not infringe any third-party rights and shall indemnify ECUtronic against justified third-party claims arising from an infringement of intellectual property rights for which the Contractor is responsible.
4. Insofar as development services form part of the order, ECUtronic shall receive, in respect of the work results and intellectual property rights required for this purpose, at least a right of use that is unlimited in time and territory to the extent required for the contractual purpose. The right of use shall include, in particular, the rights to use, reproduce, modify, further develop, manufacture, commission, maintain and disclose or make available to companies affiliated with ECUtronic and to commissioned third parties, insofar as required for the development, manufacture, distribution, use and servicing of the contractual products. More extensive rights may be agreed in the individual contract.

4. General Provisions

4.1 Confidentiality

1. Both parties shall treat as confidential all non-public commercial and technical information that becomes known to them in the course of the business relationship and shall use such information exclusively for the purposes of the respective business relationship. The duration of the confidentiality obligation shall be agreed in the individual contract.
2. The confidentiality obligation shall not apply to information that can be shown to be publicly known or that has lawfully been obtained from third parties without any obligation of confidentiality.

4.2 Compliance and Statutory Requirements

The contractual partners shall comply with the statutory requirements applicable to their respective deliveries and services, in particular those relating to export control, customs, product safety, environmental protection and occupational health and safety. Where agreed, the ECUtronic Code of Conduct and any other expressly incorporated compliance or quality requirements shall apply in addition.

4.3 Final Provisions

1. To the extent permitted by law and unless otherwise agreed, the place of performance shall be ECUtronic's registered office for deliveries made by ECUtronic and the place of receipt specified in the purchase order for deliveries made to ECUtronic.

2. To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising from the business relationship shall be Dresden, Germany. ECUtronic shall remain entitled to bring proceedings against the contractual partner at the latter's general place of jurisdiction as well.
3. The laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. Amendments and supplements to the respective contract must be made in text form. Individually agreed terms shall remain unaffected.

Version: 9 September 2026