TERMS AND CONDITIONS OF SALE AND DELIVERY

I. General Information

1. The following Terms and Conditions of Sale apply exclusively to our offers, deliveries, services, and other legal acts in the course of our business operations.

2. The customer's general terms and conditions shall not form part of this contract. Their validity is hereby contested. They shall not apply even if the delivery of goods or the acceptance of payments takes place without any further express objection to the customer's terms and conditions.

II. Offers

1. The validity of an offer is determined by the terms specified in our offers. By placing a purchase order, the customer makes a binding declaration of intent to purchase the ordered goods. By issuing the order confirmation, we accept the customer's offer to enter into this contract. We will send the order confirmation as soon as we have internally confirmed the production capabilities with the production planning department. Acceptance may be made in writing through an order confirmation or through shipment of the goods to the customer. Our sales representatives are not authorized to make verbal side agreements or verbal representations when concluding a contract that go beyond the written terms of the contract.

2 The agreed-upon specifications for the products to be delivered by ODU are derived exclusively from theODU drawing referenced in ODU's order confirmationand the specifications contained in that drawing.

3. We reserve ownership and copyright of all drawings, designs, cost estimates, etc. They may not be disclosed to any third party or modified without our express written consent. If an order is not placed, all documents must be returned immediately.

4. The goods are manufactured at one of ODU's production sites; ODU is generally free to choose the specific production site, provided that the same quality standards are maintained.

5. We reserve the right to make technical changes—particularly in light of technological advancements—as well as changes to the product's appearance, unless a specific specification has been expressly agreed upon in the contract or accompanying drawings, and provided that the change is reasonable for the customer; in particular, it must not result in a reduction in functionality or a decrease in value.

6. All rights arising from contracts with us belong solely to the customer and are not transferable.

III. Framework Agreement

At the customer’s wish, ODU will consider offering contracts under which the quantity of goods ordered, as specified in the purchase order, is not delivered immediately but rather in the delivery batches specified in the purchase order, at staggered intervals, upon the customer’s call-off (framework agreement).

IV. Delivery and Transfer of Risk

1. Delivery shall be made EX WORKS in accordance with INCOTERMS as in effect at the time the contract is concluded, unless there is a deviation. Accordingly, the risk of accidental loss or accidental deterioration of the goods passes to the customer as soon as the goods are made available for pickup in the logistics area of our plant. The statutory transfer of risk in the event of a default in acceptance remains unaffected. If, at the customer’s wish, we nevertheless arrange for shipment, this will be at the customer’s expense, unless otherwise expressly agreed. This shipping arrangement is merely an additional service and does not alter either the delivery terms agreed upon above or the associated transfer of risk to the customer upon delivery of the goods. If the customer has the wish, shipping insurance will be purchased at the customer's expense. The choice of shipping method and mode of transportation shall be made at our reasonable discretion, without any guarantee that it will be the most cost-effective option, unless the customer provides explicit shipping instructions in writing.

2. Under German tax law, we have a commitment to provide proof to the tax authorities for shipments to other EU countries that the customer, who is located in another EU country, has actually received our shipment. The customer therefore makes the commitment to confirm to us in writing, promptly upon receipt of the shipment, that he has received our shipments. This confirmation must include the customer's name, registered office, customer number, as well as the order- and invoice number. Receipt of partial deliveries must also be confirmed individually.

3. Contractually agreed partial deliveries will be billed separately and are due for payment separately. Furthermore, even if this has not been expressly agreed upon, ODU is entitled to make partial deliveries, provided this is reasonable for the customer.

V. Delivery Date, Compensation for Delay

1. The delivery date or the specified delivery week is as set forth in the respective contractual agreement. In the event of delivery delays attributable to circumstances that were unknown to us at the time the order was placed and for which we are not responsible (such as, in particular, strikes, lawful lockouts, government orders, war, terrorism, pandemics, epidemics, and natural disasters), the delivery periods shall be extended by the duration of the hindrance plus a reasonable grace period. We make the commitment to promptly notify the customer of the occurrence of the disruption and its expected duration. In the event of a delay lasting more than three months, either party is entitled to terminate the contract.

2 Delivery is also subject to timely and proper delivery to us by our suppliers, including with respect to the supply of materials and components.

3. Delivery deadlines are considered met even if we ship the goods in accordance with Clause IV. 1. what was made available but could not be loaded on time because the customer failed to provide a means of transport in a timely manner (default of acceptance).

4. If we fail to meet a non-binding delivery date for which we are responsible, the customer has the commitment to grant us, in writing, a grace period of 4 weeks for delivery. Default does not occur until the grace period has expired.

5. In the event of failure to meet a bindingly agreed delivery deadline for reasons attributable to us, the customer's claims for compensation for damages resulting from the delay (compensation in addition to performance)—with the exception of personal injury—are limited to 5 of the net invoice value of the delayed deliveries, unless the delay is due to gross negligence or willful misconduct on the part of ODU or its agents. Claims for damages in lieu of performance are subject to the general liability provisions set forth in Section XI.

VI. Price, Packaging

The cost of packaging is included in the unit price. At the customer's wish, ODU will explore the possibility of using separate packaging as specified by the customer. ODU will bill for this, taking into account any additional costs that may arise. Value-added tax is not included in our prices. It is shown separately on the invoice at the statutory rate on the date the invoice is issued.

VII. Terms of Payment

1. Payments must be made to the bank accounts we have specified, without any deductions. Unless otherwise specified in the order confirmation, the purchase price is due within 15 days of receipt of the invoice.

2 Once the payment deadline has expired, the customer is in default. During the period of default, he must pay default interest at a rate of 9percentage points above the base rate of the European Central Bank (ECB). We reserve the right to prove and claim higher damages resulting from late payment on a case-by-case basis.

3. The customer is entitled to set off, withhold payment, or claim a reduction against our payment claims only if the counterclaims have been legally established or are undisputed. This limitation does not apply to the customer's claims for defects, insofar as such claims arise from the same contractual relationship as our claim.

4. We are entitled—even if the customer's terms of payment state otherwise—to first apply payments toward the customer's older debts. If interest charges or costs have already accrued due to the customer's default or other breaches of obligation, we are entitled to apply payments first toward the costs, then toward the interest charges, and finally toward the principal amount.

5. If, after the conclusion of the contract, we become aware of circumstances that call into question the customer's creditworthiness or that otherwise pose a hazard to our claim due to the customer's inability to pay, we are entitled to withhold any outstanding deliveries and to demand reasonable advance payments or security deposits. If the customer fails to make the advance payment or provide the security within a reasonable period set by us, we are entitled to rescind the contract.

VIII. Retention of Title

1. The delivered goods (goods subject to retention of title) remain our property until all of our claims against the customer arising from the business relationship have been satisfied.

2 The customer is entitled to resell, process, or blend the delivered goods in the ordinary course of business; however, the customer hereby assigns to us all claims arising from the resale, processing, blending, or from other legal grounds in connection with the purchased goods (in particular from insurance contracts or torts) in the amount of the final invoiceamount agreed upon with us (including value-added tax). Theuse of the statementisequivalent to the customer's useof the service to fulfillcontractsfor work andservicesorcontracts for work and materials.

3. The retention of title also extends to products created through the processing, mixing, or connection of the goods, up to their full value; these processes are carried out on our behalf, so that we are deemed to be the manufacturer. If, upon processing, mixing, or connection with third-party goods, the third party's ownership rights remain in effect, we shall acquire co-ownership in proportion to the objective value of those goods. If our ownership is extinguished as a result of connection or mixing, the customer hereby assigns to us itsownership rights or rights to future ownership in the new stock or item to the extent of the invoice value of the goods delivered by us and shall hold them in safekeepingfor usfree of charge.

4. The customer is authorized to collect the receivables arising from the resale despite the assignment, as long as we have not revoked this authorization. We will not collect the receivables ourselves as long as the customer duly fulfills his payment obligations to us. In the event of a delay in payment by the customer, we are entitled to assert the claims assigned to us directly against the customer's contractual partner (third-party debtor). Upon our first written request, the customer makes a commitment to inform us of the debtors of the assigned receivables and to notify the debtors of the assignment. The customer makes a commitment to provide us with all invoices, reminders, delivery notes, etc., that we require to enforce the assigned claims, and to make all statements to the third-party debtor that are necessary for the enforcement of the assigned claims on our behalf.

5. We are entitled to revoke, with immediate effect, the customer's authority to resell the goods pursuant to Section 2 and to collect the receivables assigned to us if the customer defaults on payment to us, experiences financial difficulties due to a material deterioration in its financial circumstances, or fails to properly fulfill its contractual obligations to us. If insolvency proceedings are initiated with respect to the customer's assets, if all payments are suspended, or if an affidavit is filed pursuant to § 807 of the German Code of Civil Procedure (ZPO), the authority to resell and collect the receivables assigned to us shall automatically expire.

6. The customer shall safekeep the items subject to our (co-)ownership on our behalf, free of charge, with the care expected of a prudent businessperson, and shall insure them against fire, burglary, and other customary risks. The customer shall store the items owned by us () separately from its other goods and shall clearly document our(co-)ownership of the goods.

7. The customer is prohibited from pledging as collateral or transferring ownership by way of security the goods delivered under retention of title. The customer must immediately notify us of any attachment or any other infringement of our ownership rights by third parties and must confirm our ownership rights in writing to both the third party and us. The customer shall bear any costs that remain even if we prevail in any resulting legal dispute. If the third party is unable to reimburse the judicial and extrajudicial costs of a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the resulting loss.

8. If the customer acts in breach of the contract, particularly in the event of late payment, we are entitled to take the goods back; the customer hereby agrees to such return in this case. The customer waives any rights that would otherwise accrue to him or her on the grounds of unauthorized interference and grants us access to the premises where the goods subject to retention of title are located. A return constitutes a withdrawal from the contract only if we expressly state so. Any costs incurred by us as a result of the return (in particular, shipping costs) shall be borne by the customer. The customer may not request shipment of goods that have been returned without an express notice of cancellation until the purchase price and all costs have been paid in full. Notwithstanding the customer's continuing obligation to pay, we are entitled to dispose of the returned goods. This can be done either through a private sale, through a credit entry at market price (realizable proceeds), or through a credit entry at the contract price—less all discounts, cash discounts, and other reductions, and after deducting a 30 impairment.

9. If the value of all security interests to which we are entitled exceeds the total amount of all secured claims by more than 20 percent, we will, at the customer's wish, release a corresponding portion of the security interests; we shall have the right to choose which security interests to release.

IX. Tools

Unless the transfer of ownership of tools that we develop, manufacture, or procure for the purpose of manufacturing the goods to be delivered to the customer has been expressly agreed upon, such tools shall remain our property. Even if the customer partially or fully reimburses thedevelopment, manufacturing, or procurement costsfor these tools, the customer shallnot beentitled to ownership of the tools themselves.

X. Warranty

1. The warranty period begins on the date of transfer of risk and ends after 12 months, regardless of the duration of use. Notwithstanding a deviation from the foregoing, the statutory warranty period applies to claims for damages arising from willful misconduct or gross negligence, or from a culpable injury to a person’s body, life, or health.

2 The customer must inspect the goods immediately upon receipt, to the extent that this is reasonable under normal business practices, and notify us in writing of any defects, including shortages, without delay (Section 377 of the German Commercial Code (HGB)). Visible defects must be reported immediately upon receipt of the delivered goods; hidden defects must be reported immediately upon their discovery. Otherwise, claims under the warranty are excluded, except in the case of defects that were fraudulently concealed. For deliveries made by freight carriers, any visible damage that occurred during transport must be noted on the delivery note and waybill and confirmed by the driver’s signature. The customer must give us the opportunity to make our own determination as to whether a defect exists.

3. Our liability for defects is based primarily on the agreement regarding the quality and intended use of the goods. Unless the quality has been agreed upon, the existence of a defect must be determined in accordance with statutory provisions (Sections 434 (3 ( ) BGB). We adhere to liability for defects, at our discretion, either through repair or replacement. If such rectification fails, is impossible or unreasonable, or is not carried out within a reasonable grace period, the customer may, in principle, choose to demand either a reduction in price or rescission of the contract. If the defects are only minor, the customer has no right to cancel the contract. Claims for damages are limited to those provided for in Clause XI.

4. Complaints must first be returned to us with shipping costs prepaid. In the event of a defect, we are committed to bearing all expenses necessary to achieve the purpose of remedying the defect, including, in particular, transportation-, travel, labor, and material costs. This does not apply to the extent that costs were increasedbecause the purchased item was transported to a location other than the place of performance. Unless a warranty claim applies, the customer must bear the costs of the inspection (including expert opinions, if applicable), along with all incidental expenses (travel expenses, Üovernight stays, etc.), unless the customer can prove that the absence of a defect was not apparent to him or her despite exercising due care.

XI. Claims for Damages

1. Subject to the provisions below, we shall adhere to claims for damages, regardless of the legal basis, only to the extent that we, our employees, or our agents are found to have acted with intent or gross negligence, as well as in the event of a breach of material contractual obligations. Material contractual obligations are those whose performance is necessary to achieve the purpose of the contract and on whose compliance the customer regularly relies and is entitled to rely. In the event of a breach of material contractual obligations, our liability is limited to the average direct damages that are foreseeable and typical for this type of contract, given the nature of the goods, provided that neither we nor our agents can be held responsible for willful misconduct or gross negligence.

2. The foregoing limitation of liability does not apply to damages resulting from injury to life, body, or health, warranties, or claims under the Product Liability Act.

3. The foregoing provision also applies to breaches of duty by our employees and agents.

4. The limitations of liability apply accordingly if the customer asserts a claim for reimbursement of futile expenses in lieu of a claim for damages in lieu of performance.

5. Otherwise, our liability is excluded.

XII. Third-Party Intellectual Property Rights

We adhere to the provisions above and are liable for infringements of intellectual property rights at in the Federal Republic of Germany, provided that and to the extent that the goods are used in accordance with the contract, and such rights—which are valid in the Federal Republic of Germany and have been published as of the date of delivery—are infringed. This does not apply if we have manufactured the goods to be delivered based on drawings, models, or other descriptions or specifications provided by the customer, and we do not know—or, in the case of products developed by us, are not required to know—that such goods infringe any intellectual property rights. In this case, the customer must adhere to any infringement of intellectual property rights that has already occurred or may occur in the future. He has a commitment to notify us immediately of any potential or alleged infringements of intellectual property rights that come to his attention and to indemnify us against any claims by third parties and all costs and expenses incurred.

XIII. Export Control Law

1. The Customer makes the commitment to comply with all applicable export control laws and regulations, including those relating to foreign trade, embargoes, and other sanctions (“Export

Control Laws"). This includes not only the export control laws of Germany and the EU, but also the applicable export control laws of other countries with extraterritorial effect, provided that such laws do not conflict with the applicable laws of the Federal Republic of Germany and/or the EU.

2. The customer shall not, either directly or indirectly, export, re-export, resell, broker, supply, or otherwise make available to third parties the goods delivered by us if such action would violate applicable export control laws.

3. Upon requirement, the customer must provide us with all information necessary for inspections under export control and sanctions laws, and such information must be complete and accurate.

4. We are entitled to suspend deliveries if there are indications of a violation of applicable export control laws and, in the event of a violation, to withdraw from the contract in accordance with the statutory requirements. Any further claims and rights remain unaffected.

5. The customer may not sell, export, or re-export, either directly or indirectly, goods received or purchased from us that fall within the application area of Article 12g of Regulation (EU) No.2014 to the Russian Federation or for use in the Russian Federation-export, and may not sell, export, or re-export goods received or procured from us that fall within the application area of Article 8g of Regulation (EC) No.2006, either directly or indirectly to Belarus, or for use in Belarus. The customer makes a commitment to make every effort to ensure that this purpose is not thwarted by third parties in the broader supply chain, including any resellers. In particular, these efforts include ensuring that, in the event of (re-)export, (re-)sale, or any other delivery or transfer of our goods to third parties, the customer passes on the commitment set forth in 1 sentence to the third party and requires the third party to pass this commitment on to its own customers. The customer must establish and maintain an appropriate monitoring mechanism to identify conduct by third parties in the broader supply chain—including potential resellers—that is likely to frustrate the purpose referred to in 1 sentence. A violation of the provisions of this Section 5 entitles us to terminate the contract and to claim a contractual penalty in the amount of 20 of the total value of the contract or the price of the goods (re)exported or sold in violation of the prohibition in 1 sentence, whichever is higher. Any further statutory rights and claims, in particular claims for damages, remain unaffected. The contractual penalty shall be offset against claims for damages arising from the contract.

XIV. Jurisdiction, Governing Law

1. The ordinary courts with jurisdiction over Mühldorf am Inn shall have exclusive jurisdiction over all disputes arising out of or in connection with the contractual relationship.

2 If the amount in dispute is at least EUR 500.000 and the dispute relates to the supply chain, the parties agree that the Commercial Court at the Munich Higher Regional Court shall have exclusive jurisdiction.

3. If the customer is domiciled outside the European Economic Area and Switzerland, all disputes arising out of or in connection with the contractual relationship shall, as a general rule, be finally settled in accordance with the Rules of Arbitration of the German Institution of Arbitration e.V. (, DIS), to the exclusion of ordinary court proceedings; The place of arbitration is Munich; the language of the proceedings is German; the number of arbitrators is one for claims up to EUR 250.000 and three for all other claims.

In such cases, however, we are also entitled to file a lawsuit in the state courts with jurisdiction under paragraphs 1 and 2 to enforce our claims for payment against the customer.

4. The laws of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.