

Terms and Conditions of Delivery and Payment (T&C) of DACOM West GmbH

As amended on April 1st, 2025

I. Scope/

1. In addition to the other contractual agreements, these T&C shall apply exclusively to all business transactions between us and the Buyer, Client or Contracting Party, hereinafter referred to as the Customer. We do not recognise other terms and conditions of the Customer, even if we provide services or accept payments without reservation, unless we expressly agree to their validity in writing. This also applies to general terms and conditions other than the Customer's general terms and conditions of purchase, in particular, but not limited to, the Customer's quality assurance agreements, master supply agreements, supply agreements, consignment stock agreements and non-disclosure agreements, unless the provisions contained therein have been negotiated with us.
2. These T&C shall only apply to business transactions with companies within the meaning of Section 14 of the German Civil Code (BGB); they shall also apply to all future business relations without renewed inclusion until we publish amended T&C.
3. All agreements made between us and the Customer in the course of contract negotiations shall be recorded in writing and confirmed by both Parties.
4. Subsidiary agreements, subsequent amendments to the Contract and the assumption of a guarantee, in particular the assurance of properties or the assumption of a procurement risk, must be made in writing if they are made by persons who are not authorised to represent the company. Silence on our part shall not constitute consent.

II. Advisory services

1. The advice we furnish is product and service related and relates only to the products and services we supply. It does not extend to non-contractual advice, i.e. advice furnished without the sale of products or services by us.
2. Our advice is based on experience. Failure to provide information does not constitute advice.
3. The Customer is obliged to check the suitability of the products for their application.

III. Contract conclusion

1. Our offers are subject to change and are to be considered as invitations to treat.
2. In principle, the order placed by the Customer constitutes an offer to conclude a contract. We shall accept the order within four weeks, unless a different acceptance period has been agreed.
3. Our initial processing of an offer is usually free of charge. Further offers and design work are only free of charge if the supply contract is and remains valid.
4. Descriptions and photographs of the products in technical documents, brochures, company brochures, catalogues, price lists, etc. are non-binding, unless their inclusion in the Contract has been expressly agreed; they do not release the Customer from the obligation to carry out their own checks. Product and service descriptions on the Internet can only be of a general nature; if the Customer wishes to derive binding agreements from them concerning the quality or suitability for the Customer's intended use, the Customer must refer to them in their order.
5. All information required for the execution of the order must be stated in the order. This applies to all deliveries, services, work and other deliverables provided by us. This includes in particular, but is not limited to, information on article designation, quantity, dimensions, material, material composition, pre-treatments, processing specifications, treatment regulations, storage, standards and all other technical parameters and physical characteristics. Missing, incorrect or incomplete information shall be expressly deemed not to have been agreed and shall not constitute any obligation on our part, neither with regard to performance and warranty claims nor with regard to claims for damages.
6. If the Customer's order differs from our offer, the Customer must indicate the differences separately.
7. We shall be entitled to obtain any further information necessary for the proper execution of the order.
8. Orders shall be placed in writing or electronically (EDI); orders placed orally or by telephone shall be executed at the Customer's risk.
9. In cases where the cancellation of an order is not excluded from the outset, we are entitled, without prejudice to the possibility of claiming higher actual damages, to charge 10% of the price of the delivery or service for the costs incurred in processing the order and for lost profit if the Customer cancels an order which we have

accepted. The Customer reserves the right to prove that the damage is lower.

10. Our services are specified in the order confirmation.

IV. Call-off orders

Components that are not scheduled for delivery are shown as call-off orders. The term of a call-off order is limited to a maximum of 12 months. Remaining quantities will automatically be delivered and invoiced at the risk and expense of the Customer after 12 months.

V. Modifications

1. Changes to the delivery item or service after the Contract has been entered into require a separate contractual agreement.
2. We reserve the right to make reasonable changes to the delivery item or service in the event of missing or incorrect information. Any disadvantages resulting from missing or incorrect information, in particular additional costs or damages, shall be borne by the Customer.
3. We reserve the right to make technical changes to the delivery item or service which do not jeopardise the purpose of the Contract, in particular changes which result in a technical improvement to the delivery item or service.
4. Deviations in quantity of up to a maximum of 10% are permissible if they are customary in the industry.
5. Partial deliveries or partial services are permitted, provided that the use is only insignificantly impaired and the purpose of the Contract is not endangered. They may be invoiced separately.

VI. Delivery time

1. If a delivery or performance period has been agreed, it shall commence upon dispatch of the order confirmation, but not before all details of the order have been fully clarified and the Customer has duly fulfilled all their obligations to cooperate; the same shall apply to delivery or performance dates.
2. If the object of the order is changed by mutual agreement, new delivery or performance periods and delivery or performance dates shall be agreed. This shall also apply if the object of the order is renegotiated after the Contract has been entered into without the object of the order being changed.
3. Delivery or performance periods and delivery or performance dates are subject to defect-free and timely delivery by our suppliers and to unforeseeable production stoppages.
4. The delivery or performance period shall be deemed to have been complied with if the delivery or performance item has left our works or has been handed over to the contracted carrier at our works or if we have given notice of completion for collection by the time the delivery or performance period expires.
5. We are entitled to perform the agreed delivery or service earlier than the agreed time.

VII. Delay in acceptance

1. If the Customer does not accept the goods on the agreed delivery date or at the end of the agreed delivery period for reasons for which they are responsible, we shall be entitled to compensation for the additional expenses incurred as a result. In particular, we are entitled to charge the Customer storage costs of 0.5% of the price of the delivery or service for each month commenced, up to a maximum of 5%. The Parties are free to prove that higher or lower storage costs have been incurred.
2. We shall be entitled to select a suitable storage place at the Customer's expense and risk and to insure the delivery or service items at the Customer's expense.
3. If we are entitled to claim damages in lieu of performance, we may, without prejudice to the possibility of claiming a higher actual loss, claim 15% of the price as damages, unless the Customer proves that no loss has been incurred or that the loss is substantially less than the lump sum.

VIII. Delay in delivery or performance

1. If we do not comply with the delivery or service period, the Customer must grant us a reasonable extension of time, at least in writing.
2. The Customer is entitled to withdraw from the Contract if the period of grace expires without result.
3. If we are responsible for the failure to meet agreed deadlines, the Customer may – if they can credibly demonstrate that they have suffered a loss as a result – demand compensation of 0.5%

for each full week of the delay, but not more than a total of 10% of the net price of the delivery or service affected by the delay. This limitation of liability shall not apply if timely delivery/performance has been agreed as an essential contractual obligation or if our failure to comply with it is due to intent or gross negligence.

4. At our request, the Customer shall declare within a reasonable period of time whether they will withdraw from the Contract due to the delay in delivery or performance, demand compensation in lieu of performance or insist on delivery.

5. Transactions for delivery by a fixed date within the meaning of Sec. 376 of the German Commercial Code (HGB) must be agreed in writing.

IX. Force majeure/Contract adjustment

1. In cases of force majeure, our delivery and performance deadlines shall be extended by the duration of the disruption. Force majeure includes circumstances for which we are not responsible, such as war, fire, pandemics, epidemics, industrial disputes, strikes, lockouts, traffic disruptions, orders by higher authorities, operational disruptions, significant operational disruptions, such as a shortage of materials or energy at our premises, at our sub-contractors or at our suppliers. This also applies if we were already in default when these circumstances occurred. We will inform the Customer immediately of the beginning and end of such hindrances.

2. If events within the meaning of the foregoing paragraph 1 or circumstances within the meaning of Sec. 313 of the German Civil Code (BGB) substantially change the economic significance or the content of the delivery/service or have a substantial effect on our business, we shall be entitled to adjust the Contract accordingly in good faith. If this is not economically justifiable, we have the right to withdraw from the Contract without compensation. If we wish to make use of this right of withdrawal, we must inform the Customer of this as soon as we become aware of the consequences of the event, even if an extension of the delivery period has initially been agreed with the Customer.

3. Any right to emergency production reserved by the Customer for such cases is excluded, unless this has been agreed with us in an individual contract.

X. Price and terms of payment

1. Unless otherwise agreed, all prices are in euro, net 'ex works', plus the statutory VAT applicable at the time of invoicing. Additional costs such as packaging, freight, shipping, customs, assembly, insurance and bank charges will be invoiced separately. We will insure the goods to be dispatched only at the request and expense of the Customer.

2. If, in the case of contracts with a term of more than 12 months and in the case of contracts for an indefinite period, there is a significant change in the cost of labour, materials, raw materials or energy, either Party shall be entitled to demand negotiations on an appropriate adjustment of the price taking into account these factors. If the Parties are unable to agree on an adjustment within one month of the request for adjustment, either Party shall be entitled to terminate the agreement extraordinarily with a notice period of three months from the end of the negotiations.

3. We shall also be entitled to reasonably adjust the agreed price if changes occur before or during the execution of the order because the information and documents provided by the Customer were incorrect or the Customer requests other changes.

4. We are also entitled to demand a reasonable advance payment upon conclusion of the Contract.

5. If no binding order quantity has been agreed, we shall base our calculation on the non-binding order quantity (target quantity/forecast) forecast by the Customer for a specific period of time. If the Customer purchases less than the target quantity, we shall be entitled to increase the unit price accordingly.

6. Unless otherwise agreed, invoices are payable net within 30 days of the invoice date. They are to be paid without deductions. In the event of non-payment, the Customer shall be in default without further notice. Discounts and rebates shall only be granted by separate agreement. Partial payments require a separate written agreement.

7. Payment by bill of exchange requires a separate prior agreement. Discount and bill charges shall be borne by the Customer. Payment by cheque or bill of exchange shall be made only on account of performance and shall not be considered as payment until the amount has been unconditionally credited.

8. If we have several outstanding claims against the Customer and the Customer's payments are not made against a specific claim, we are entitled to determine which of the outstanding claims the payment was made against.

9. In the event of late, deferred or partial payment, we shall be entitled to charge interest on arrears at a rate of 10 percentage

points p.a. above the respective base rate and to withhold further services until all due invoices have been settled. We reserve the right to prove higher damages.

10. By placing an order, the Customer confirms their solvency and creditworthiness.

In the event of reasonable doubt as to the solvency or creditworthiness of the Customer, e.g. due to slow payment, default in payment or cheque protest, we shall be entitled to demand security or cash payment step by step in return for our performance. If the Customer does not comply with this demand within a reasonable period of time set, we shall be entitled to withdraw from the unfulfilled part of the Contract or to suspend deliveries until payment has been received. The period may be waived if it is clear that the Customer is unable to provide security.

11. The Customer shall only be entitled to offset against our claims if their counterclaim remains undisputed by us or has been legally established or is ready for decision. This exclusion of offsetting shall not apply to counterclaims arising from the same contractual relationship. The assignment of claims against us requires our consent. Section 354a of the German Commercial Code (HGB) shall remain unaffected.

12. The Customer shall only have a right of retention if the counterclaim is based on the same contractual relationship and is undisputed or has been legally established or is disputed but ready for decision. If one of our services is undisputedly defective, the Customer shall only have a right of retention to the extent that the retained amount is in reasonable proportion to the defects and the anticipated costs of remedying the defects.

13. Payment deadlines shall remain in force even if delays in delivery occur through no fault of our own.

14. In order for us to be exempt from VAT on intra-community deliveries, we require a so-called entry certificate from the Customer. The Customer is therefore obliged to confirm to us in writing after receipt of the contractual item that he has received the contractual item as a Customer as part of an intra-Community delivery.

15. If our invoice does not contain value added tax, in particular because we assume on the basis of the information provided by the Customer that the goods have been delivered "within the Community" within the meaning of Sec. 4 No. 1b in conjunction with Sec. 6a Value Added Tax Act (UStG), and we are subsequently charged with value added tax (Sec. 6a IV UStG), the Customer shall be obliged to pay us the amount charged to us. This obligation shall apply irrespective of whether we are subsequently charged with VAT, import turnover tax or similar taxes at home or abroad.

XI. Place of performance, acceptance, transfer of risk, packaging

1. The place of performance for the services specified in the order and for payments shall be our registered office in 42781 Haan, Germany.

2. The Customer is obliged to accept the goods as soon as we have notified them of the completion of the services specified in the order. If the Customer does not accept the goods within two weeks of notification, acceptance shall be deemed to have taken place.

3. The risk of destruction, loss or damage to the goods shall pass to the Customer upon notification of completion of the goods. If despatch has been agreed, the risk shall pass to the Customer when the goods are despatched or when the goods are handed over to the carrier.

4. Unless otherwise agreed, we shall determine the type and extent of packaging. Non-returnable packaging shall be disposed of by the Customer.

5. If the goods are shipped in returnable packaging, this is to be returned carriage paid within 30 days of receipt of the delivery. The Customer is responsible for any loss of or damage to returnable packaging.

Returnable packaging must not be used for other purposes or to accommodate other items. It is for the sole purpose of transporting the goods supplied. Markings may not be removed.

6. In the event of damage to or loss of the goods in transit, the Customer shall immediately arrange for an inventory to be made and notify us thereof. Claims arising from damage in transit must be made to the carrier immediately by the Customer.

XII. Inspection of incoming goods at the Customer's premises

1. The Customer is obliged to inspect the goods immediately after delivery in accordance with Sec. 377 of the German Commercial Code (HGB) or comparable foreign or international regulations and to notify us of any defects and damage discovered during this inspection or at a later date immediately after their discovery, at least in writing. If the Customer fails to notify us, the goods shall

be deemed to have been approved, unless the defect in question could not be detected during the inspection. If such a defect becomes apparent at a later date, notification must be made immediately after discovery, otherwise the goods shall be deemed to have been approved in spite of this defect. The provisions of Sec. 377 of the German Commercial Code (HGB) shall apply mutatis mutandis to services and work.

2. Further use of defective goods or services is not permitted.
3. The Customer shall immediately make available to us a representative sample of the goods in question for the purpose of determining the cause. The Customer shall also allow us the necessary time to investigate the claimed defect.
4. In the event of unjustified complaints, the Customer shall reimburse us for any additional reasonable costs and expenses we have incurred.
5. Notifications of defects do not release the Customer from their payment obligation.

XIII. Warranty

1. The basis for liability for defects is the quality of the goods and services agreed between us and the Customer. If no quality has been agreed, the existence of a defect shall be determined in accordance with the statutory provisions. If there is a defect in the goods or services at the time of transfer of risk, we shall be entitled, at our option, to remedy the defect within a reasonable time, to make a replacement delivery or to issue a credit note.
2. Rework by the Customer or a third party commissioned by the Customer requires our consent. In urgent cases, rework shall only be permitted if we have been set a deadline, even a short one, for remedying the defect which has expired unsuccessfully or if we have refused to remedy the defect within this deadline.
3. In the event that third-party products are incorporated into our delivery products or used in some other way, we reserve the right to initially limit our liability to the assignment of warranty claims against the supplier of the third-party products, unless the assigned right is satisfied or the assigned claim cannot be enforced for other reasons.
4. Claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour, material and replacement costs, are excluded if the expenses increase because the goods have subsequently been taken to a place other than the original place of performance, unless the transfer corresponds to their intended use. This shall apply mutatis mutandis to the Customer's claims for reimbursement of expenses under Section 445a of the German Civil Code (BGB), unless the last contract in the delivery chain is a purchase of consumer goods.
5. The same warranty conditions apply to replacements and repairs as to the goods originally delivered.
6. Only the direct customer is entitled to warranty claims against us and these are not transferable without our consent.
7. The Customer's statutory rights of recourse against the Supplier pursuant to Section 445a of the German Civil Code (BGB) shall exist only to the extent that the statutory requirements are met. Recourse claims therefore do not exist if the Customer has made agreements with their customer that go beyond the statutory claims for defects, such as guarantees, contractual penalties or goodwill agreements.
8. Unless otherwise agreed, the foregoing paragraphs constitute the final warranty for our products and services.

XIV. Defects in title, industrial property rights

1. Orders based on drawings, sketches or other information provided to us shall be executed at the Customer's risk. If, in the course of executing such orders, we infringe the industrial property rights of third parties, the Customer shall indemnify us against claims by the owners of such rights and reimburse us for the costs and damages we incur in this respect.
2. We shall not be liable for any infringement of proprietary rights in connection with the use of the goods or services supplied or with the combination or use of the goods or services supplied with other products.
3. In the event of such defects of title, we shall be entitled to obtain the necessary licences or to remedy the defects by modifying the goods or services supplied to a reasonable extent.
4. Unless otherwise agreed, our liability for the infringement of third-party industrial property rights shall be limited to such industrial property rights as are registered and published in Germany.
5. We reserve all property rights and copyrights to illustrations, drawings, calculations and other (technical) documents provided by us. Disclosure to third parties requires our prior written consent. In the case of planning services provided by us, the Customer acknowledges our intellectual authorship.

XV. Evaluation boards

Evaluation boards may only be used for evaluation purposes to test the corresponding circuit. They do not guarantee compliance with any production and approval standards that may be required for the Customer's application. In particular, evaluation boards are not suitable for series production, as samples or for any other use in the field.

XVI. Liability

1. We are liable for the liabilities of the company only to the extent of the assets of the company.
2. In the event of simple negligence, we shall only be liable if we have breached a material contractual obligation. Liability is limited to the typical damage foreseeable at the time the Contract is entered into.
3. In the case of warranted characteristics, our liability for property damage and financial loss is limited to the scope and amount of our existing product liability insurance. The scope of cover corresponds to the recommendations issued by the German Insurance Association (GDV) for public and product liability insurance. The amount of cover for the insured events covered by the insurance policy is at least EUR 2.5 million per claim and twice this amount per insurance year. If this is not the case or is incomplete, we shall be liable up to the amount of the sum insured.
4. Claims for personal injury and claims under the German Product Liability Act (ProdHaftG) are subject to the statutory provisions.
5. Agreements on the limitation of liability from the Contract also apply to the Customer's claims based on tort.
6. Any further liability for damages than that stipulated in the foregoing provisions is excluded. The Customer's rights of recourse against us shall only exist to the extent that the Customer has not entered into any agreements with their customer which go beyond the statutory claims for defects and claims for damages. We are not liable if the Customer has effectively limited their liability towards their customer.
7. To the extent that our liability is limited or excluded, this shall also apply to the personal liability of our employees, workers, staff, representatives, agents and vicarious agents.
8. In so far as our liability is limited or excluded, the Customer is obliged to indemnify us against claims by third parties at our request.
9. The Customer is obliged to inform us immediately, at least in written form, if they become aware of any claims by third parties which could be connected with the delivery of our products or services, and to reserve all defence measures and settlement negotiations for us.

XVII. Lapse of time 1. The limitation period for claims and rights arising from defects in our products, services and work, as well as for any resulting damage, is one year. This does not apply if the law prescribes longer periods. The commencement of the limitation period shall be governed by the statutory provisions.

2. The limitation period in accordance with paragraph 1, sentence 1 shall also not apply in the case of intent, if we have fraudulently concealed the defect or if we have assumed a guarantee as to quality, in the case of claims for damages due to personal injury or infringement of a person's freedom, in the case of claims under the German Product Liability Act (ProdHaftG) and in the case of a grossly negligent breach of duty or a breach of material contractual obligations.

3. Measures taken to remedy defects shall neither suspend the limitation period applicable to the original delivery/service nor cause the period of limitation to recommence.

XVIII. Acquisition of title

1. We reserve title to all contractual items until all claims arising from the business relationship with the Customer have been settled in full.

2. If our property is processed, combined or mixed with that of a third party, we shall acquire ownership of the new item in accordance with Sec. 947 German Civil Code (BGB).

3. If the processing, combination or mixing is carried out in such a way that the third-party service is to be regarded as the main item, we shall acquire ownership in the ratio of the value of our service to the third-party service at the time of processing.

4. Insofar as we acquire ownership of an item as a result of our service, we reserve ownership of this item until all existing claims arising from the business relationship with the Customer have been settled.

5. The Customer is obliged to store the reserved goods carefully and, if necessary, to carry out maintenance and repair work in good time at their own expense. The Customer must insure the reserved goods against loss and damage at their own expense. Any security interests arising in the event of damage shall be assigned to us.

6. The Customer is entitled to resell the goods to which we have title or co-ownership in the ordinary course of business as long as they fulfil their obligations arising from the business relationship with us. In this case, the claim arising from the resale shall be deemed to have been assigned to us in the same proportion that the value of our reserved goods has to the total value of the goods sold. The Customer remains entitled to collect this claim even after the assignment. This is without prejudice to our ability to collect this claim ourselves.

7. The Customer's right to dispose of the goods subject to our retention of title and to collect the claims assigned to us shall expire as soon as they no longer meet their payment obligations or an application is made to open insolvency proceedings. In such cases, as well as in the event of any other breach of contract by the Customer, we shall be entitled to take back the goods delivered under retention of title.

8. The Customer must inform us immediately of any risks to the reserved property, in particular in the event of insolvency, inability to pay and enforcement measures. At our request, the Customer shall provide us with all necessary information about the stock of goods to which we have title and about the claims assigned to us and shall also inform their customers of the assignment. The Customer shall support us in all measures necessary to protect our (co-)ownership and shall bear the costs arising therefrom.

9. We are entitled to a lien on the Customer's property that has come into our possession on the basis of the Contract for all claims arising from the Contract. The right of lien can also be asserted for claims arising from earlier deliveries or services, insofar as these are related to the delivery or service item.

The right of lien also applies to other claims arising from the business relationship, insofar as these are undisputed or have been legally established. Sec. 1204 et seq. of the German Civil Code (BGB) and Sec. 50(1) of the German Insolvency Act (Insolvenzordnung) shall apply mutatis mutandis.

9. If the realisable value of the securities exceeds our claims by more than 15%, we shall release securities of our choice at the Customer's request.

IXX. Termination

1. The Customer's right of termination at any time in accordance with Sec. 648 BGB (German Civil Code) does not apply to long-term contracts.

2. Ordinary termination of fixed-term contractual agreements before the end of the fixed term is not permitted, unless such termination has been contractually agreed. This also applies if the end of the term is not determined by a date, but follows a contractually agreed event, such as the end of the Customer's production run.

3. The right to terminate for cause shall remain unaffected.

XX. Confidentiality

1. The Customer is obliged to treat as confidential all aspects of the business relationship which are worthy of protection. In particular, the Customer shall treat as business secrets all commercial and technical details which are not in the public domain and which become known to the Customer through the business relationship. The confidentiality obligation does not extend to information or aspects of the business relationship which were already in the public domain at the time of disclosure or to information or aspects of the business relationship which were demonstrably already known to the other Party prior to disclosure. The Customer shall ensure that their employees are also subject to the same confidentiality obligation.

2. Reproduction of documents made available to the Customer is only permitted within the framework of operational requirements and copyright regulations.

3. None of the documents may be made available to third parties, either in whole or in part, or used for purposes other than those for which they were made available to the Customer, without our written consent.

4. Disclosure of the business relationship with us to third parties, even in part, is only permitted with our prior written consent; the Customer shall oblige the third party to maintain confidentiality by means of a similar agreement.

5. The Customer may only use the business relationship with us for advertising purposes with our consent.

6. The Customer is obliged to maintain confidentiality even after the business relationship has ended.

XXI. Supplier's declaration

We are not in a position to issue a supplier's declaration in accordance with EU Regulation 1207/2001 in conjunction with EU Regulation No. 1617/2006, EU Regulation No. 75/2008 and EU Regulation No. 2015/2447.

XXII. Exportability and importability

Unless export has been agreed with us, we are not obliged to check whether an export licence is required for the products supplied by us. The risk of exportability and importability of the products ordered lies with the Customer. It is the Customer's responsibility to check this by making an enquiry at the German Federal Office for Economic Affairs and Export Control (BAFA) in Eschborn near Frankfurt am Main, Germany.

XXIII. Jurisdiction and applicable law

1. Jurisdiction shall be, at our discretion, either the court responsible for our registered office in 42781 Haan, Germany or the Customer's registered office.

2. The business relationship with the Customer shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the CISG - "UN Convention on Contracts for the International Sale of Goods" is excluded.

3. Should individual parts of these T&C be invalid, this shall not affect the validity of the remaining provisions.

XIV. Data protection

We shall handle all Customer data exclusively for the purpose of the business transaction and in accordance with the provisions of the applicable data protection regulations. In addition, upon written request, the Customer shall have the right to be informed of the personal data we collect, process and use.

XXV. Contact details

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