

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND SERVICE INTERNATIONAL



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1. Scope of Application

Any sales, deliveries and other services of Wurm GmbH & Co. KG Elektronische Systeme, Wurm Schaltanlagenbau GmbH & Co. KG, Wurm Austria GmbH or GTM Gebäudetechnik Management GmbH (hereinafter individually referred to as 'Wurm') having a cross-border dimension are exclusively based on these General Terms and Conditions of Sale, Delivery and Service – International (hereinafter referred to as 'General Terms and Conditions of Sale – International' or 'GTCS-I'), which the Ordering Party acknowledges and accepts by placing the order or by accepting the delivery or service (the Ordering Party and Wurm are hereinafter also referred to as 'Party' and collectively as 'Parties'). These GTCS-I are an integral part of all contracts that Wurm concludes with the Ordering Party with respect to deliveries of goods and/or the provision of services offered by Wurm (both hereinafter collectively or individually referred to as 'Deliveries'). These GTCS-I shall also apply to any future business transactions with the Ordering Party, even if they are not explicitly agreed upon or referred to as contractual basis again. The application of any deviating or additional terms and conditions of the Ordering Party or any third party is excluded even if Wurm does not explicitly reject them. Even if Wurm refers to a letter containing terms and conditions of the Ordering Party or a third party or any reference thereto, this shall not be construed as an acknowledgement of the applicability of such terms and conditions.

2. Conclusion of Contract

- 2.1. Product and service presentations of Wurm, including those at trade fairs, including virtual ones, in catalogues, including electronic ones, in price lists, on Wurm websites or elsewhere on the internet shall not constitute a binding offer to enter into an agreement. They shall only be regarded as a non-binding invitation to make an offer to order services. In response to such invitation, the Ordering Party may submit a binding offer to enter into a contract. Notices of receipt sent by Wurm, for example using emails generated automatically, only acknowledge the receipt of such an offer and shall not be regarded as acknowledgement or acceptance of such an offer.
- 2.2. If an order of the Ordering Party can be regarded as a binding offer, Wurm may accept such offer within two weeks after receipt.
- 2.3. The offers submitted by Wurm are non-binding and subject to change.
- 2.4. The Ordering Party undertakes to notify Wurm of all relevant specifications, properties, features and performance characteristics of the Deliveries, its application and the planned site/deployment location prior to conclusion of the contract. In this regard, the Ordering Party is responsible for ensuring that the Deliveries exhibit the Ordering Party's desired specifications and that they satisfy the requirements of the system (as a whole) into which the Deliveries may be incorporated. If the Ordering Party fails to meet this obligation, Deliveries will be delivered that are designed for customary use.

Wurm reserves the right to make any necessary changes and improvements but is under no obligation to do so.

- 2.5. A contract shall be concluded only when Wurm expressly confirms the offer in writing, by fax, by email or in other electronic form and shall be based exclusively on the contents of the order confirmation and these GTCS-I. Any oral agreements or commitments must be confirmed by Wurm in writing in order to become effective.

If the Deliveries in question are a repair, the Ordering Party undertakes to provide Wurm with a detailed history of the object being repaired and a description of the defect in text form.

- 2.6. The legal relationship between Wurm and the Ordering Party shall be governed solely by the express order confirmation and these GTCS-I. They reflect the entire agreement between the Parties with respect to the Deliveries. Unless otherwise expressly agreed upon by the Parties, services shall mean the provision of services in accordance with the statutory provisions on service contracts, only.

Wurm is entitled to perform the Deliveries itself or through third parties.

Any oral commitments made by Wurm before the conclusion of the contract shall not be legally binding. Any oral agreements between the Parties shall be substituted by the written contract, unless it is explicitly confirmed therein that they shall continue to be effective and legally binding.

Any amendments or modifications to agreements entered into, including the order confirmation and these GTCS-I, must be made in writing in order to be effective. Except for managing

directors and persons having full power of attorney, the Employees¹ of Wurm shall not be authorised to enter into any deviating oral agreements. The requirement of written form shall also be deemed as fulfilled by sending a fax or an email; whilst in the event of transmission by email, the statement contained therein shall only be valid if the sender adds their name and signs the electronic document with a qualified electronic signature in the sense of Article 14 Paragraph 2^{bis} of the Swiss Code of Obligations (*Schweizerisches Obligationenrecht*, 'CO'). In respect of a contract, each Party must sign an identical document with a qualified electronic signature.

- 2.7. Any details provided by Wurm regarding the Deliveries (e.g. weight, dimensions, performance, output, utility values, capacity, tolerances and technical data) as well as the presentation thereof (e.g. drawings and illustrations) shall have only approximate validity unless an exact correspondence of data and values is required for the usability of the Deliveries for the contractually agreed purpose, if any. They neither represent any guaranteed qualities nor characteristics but are only descriptions of the Deliveries. Deviations that are customary in trade or that are due to legal provisions or deviations that represent technical improvements as well as the replacement of components by equivalent parts shall be admissible as far as the use for the contractually agreed purpose is not impaired thereby.
- 2.8. Wurm reserves all rights, especially rights of title and copyrights, relating to offer and sale documents (particularly calculations, illustrations, drawings and details of weights and dimensions) and samples. These may only be disclosed to third parties with the prior written permission of Wurm and must be returned to Wurm immediately upon request.
- 2.9. The performance of the contract on the part of Wurm is subject to the proviso that there are no national or international provisions of foreign trade law and no embargoes (and/or any other sanctions) opposing such performance.
- 2.10. In connection with Deliveries from Wurm, the Ordering Party agrees to refrain from the following business transactions in all circumstances:
- 2.10.1. business transactions with persons, organisations or institutions which are included in a sanction list pursuant to EU regulations or US export rules;
 - 2.10.2. business transactions with embargoed countries;
 - 2.10.3. business transactions for which the required approvals have not been granted;
 - 2.10.4. business transactions which could be made in connection with NBC weapons or for a military end use.
- 2.11. Any serious contravention or repeated contraventions against the contract and/or these GTCS- I shall be a reason for an immediate termination or another form of cancellation of the contractual relationship.

¹ Please note that for the purpose of this GTCS-I, a reference to any particular gender is meant as and implies a reference to all genders. Thus, when the grammatical subject 'employee' is singular, the pronoun 'they' or 'their' is used in its singular form and meaning to show that we are referring to someone of an unknown or unspecified gender.

3. Type, Dates, Deadlines and Scope of Delivery

- 3.1. The place of performance for the Deliveries is the registered office of Wurm unless the Parties have expressly agreed upon a different place of performance.
- 3.2. Dates and deadlines for the Deliveries shall only be binding if Wurm has confirmed them in writing and if the Ordering Party has made available to Wurm in good time any and all information, documents, associated services and supplies necessary for execution of the Deliveries, has issued any and all necessary approvals and has made any contractually agreed down payments. The defence of non-performance of contract is reserved. The agreed deadlines shall start with the date of the order confirmation. In the event of any subsequent additional orders or an extension of the order, the deadlines shall be extended accordingly. If shipment has been agreed, the delivery deadlines shall refer to the date when the Deliveries are handed over to the forwarding company, carrier or any other party charged with transportation. Wurm, without prejudice to its rights arising from a default of the Ordering Party, may request an extension or postponement of the delivery deadlines by the period of time during which the Ordering Party fails to comply with its contractual obligations vis-à-vis Wurm.
- 3.3. Any unforeseen and unavoidable events beyond Wurm's scope of influence and for which Wurm cannot be made responsible, such as force majeure mobilisation, war, civil commotion, uprising, revolution, embargos, natural disasters directives issued by public authorities, operational disorders of any kind, difficulties with the procurement of material and energy, delays in transportation, lack of labour, energy or raw materials, incorrect or delayed deliveries from suppliers, labour disputes and/or legal lockout strikes, pandemics, pandemic prevention measures, serious fire, floods, typhoons or earthquakes shall release Wurm from its obligation to provide timely delivery or services for the duration of the event concerned. Agreed deadlines shall be extended for as long as the event lasts; the Ordering Party shall be informed appropriately about the occurrence of the event. If the end of the disturbance is not foreseeable or if the event lasts for more than three months, each Party shall be entitled to withdraw from the contract.
- 3.4. If the Deliveries from Wurm are delayed, the Ordering Party shall be entitled to cancellation only if Wurm is responsible for the delay and if an adequate period of time set by the Ordering Party for the fulfilment of the Deliveries has lapsed without success.
- 3.5. If the Ordering Party is in default with the acceptance of the Deliveries or if it culpably violates any other obligations to cooperate, Wurm, subject to the provisions of Section 4.3, shall be entitled to store the delivery appropriately at the risk and costs of the Ordering Party and to claim further additional expenditures from the Ordering Party. Further claims remain reserved. If previously mentioned conditions apply, the risk of accidental loss or accidental deterioration of the Deliveries shall pass to the Ordering Party at the time the Ordering Party is in default of acceptance. Without prejudice to its other rights, Wurm shall be entitled to cancellation if a reasonable grace period granted to the Ordering Party for the acceptance of the Deliveries has lapsed without success.
- 3.6. Wurm shall be entitled to provide partial Deliveries as well as to partial billing, if the partial Deliveries can be used by the Ordering Party in the framework of the contractually agreed purpose, the delivery of the remaining Deliveries is safeguarded, and no significant additional work or expenses arise for the Ordering Party as a result of the partial Deliveries. Wurm may remedy the objection of additional costs by bearing such costs.
- 3.7. The scope of delivery of the services includes the operating instructions and relevant safety information in German and English language.

4. Packaging, Shipping, Transfer of Risk, Storage, Insurance, Disposal of Packaging

- 4.1. As far as the Ordering Party has given no directives, it shall be within the reasonable discretion of Wurm to dispatch the agreed Deliveries by adequate means of transportation and in standard packaging.
- 4.2. The risk shall pass to the Ordering Party at the latest when the Deliveries are handed over to the transportation or forwarding company, the carrier or any other third party responsible for executing the transportation or to the Ordering Party itself, with the start of the loading process being definitive in this regard. This shall apply even when partial Deliveries are made or when Wurm has agreed to carry out additional Deliveries (e.g. shipping or installation). When the handing over or shipping of the Deliveries is delayed due to reasons for which the Ordering Party is responsible, the risk shall pass to the Ordering Party on the day when a ready-for-dispatch note regarding the Deliveries has been issued.
- 4.3. The costs for storing after the risk has passed to the Ordering Party shall be borne by the Ordering Party. In the event of storage by Wurm, the storage costs shall be 0.25% (zero-point twenty five percent) of the invoice amount for the Deliveries to be stored per each elapsed week.
- 4.4. Wurm shall insure the Deliveries against theft, breakage, fire and water damage or any other insurable risks only upon the explicit request of the Ordering Party and at the latter's costs.
- 4.5. The Ordering Party is obliged to properly dispose the packaging received from Wurm in compliance with the legal requirements of packaging waste management and to bear the related costs.

5. Prices, Terms of Payment

- 5.1. If the Ordering Party and Wurm have not agreed upon a specific price for the Deliveries, the price is based on the price list of Wurm valid at the time of conclusion of the contract or, if such price cannot be taken or derived from the price list, the tariff remuneration is deemed to be agreed if a tariff exists and, if no tariff exists, the usual remuneration is deemed to be agreed.
- 5.2. In respect of Deliveries, all Wurm prices are ex works, including the costs for standard packaging and excluding any costs for special packaging, customs duties, travel/visa/accommodation costs and other travel-related expenses. Any additional and special services, including overtime, night work and work at weekends/on public holidays, will be invoiced separately. Travelling time will be charged as working time.
- 5.3. In the event of Deliveries whose net order value (price excluding forwarding expenses, VAT, customs, etc.) is below € 100.00 (one hundred euros), Wurm is entitled to a small order handling fee of € 58.00 (fifty-eight euros).
- 5.4. In the event of Deliveries whose net order value is at least € 100.00 (one hundred euros) being divided, at the request of the Ordering Party, into separate partial deliveries, Wurm is, due to extra processing expenses, entitled to a handling fee of € 58.00 (fifty-eight euros) for each separate partial delivery with a net order value of below € 100.00 (one hundred euros).
- 5.5. The full amount of all invoices or any equivalent payment schedules shall be due for payment immediately after receipt. A prompt payment discount may only be deducted upon respective

written agreement between the Ordering Party and Wurm. In the event of non-payment, the Ordering Party shall, however, be in default 30 (thirty) days after the due date and receipt of the invoice or equivalent payment schedule at the latest without any further notice or reminder from Wurm being required if the calendar date for payment is not defined or definable in/from an individual contract or on the invoice or equivalent payment schedule.

If there is a number of due claims, payments by the Ordering Party shall be set off against the oldest claim in each case. In relation to the individual claims, the costs associated with collecting the claim shall be repaid first, then the interest and finally the equity (the actual claim).

- 5.6. In the event of default in payment, Wurm shall be entitled to charge the interest rate, which is 9 (nine) percentage points per annum and a lump sum fee of € 40.00 (forty euros). The right to claim any further damage due to delay shall remain unaffected.
- 5.7. Drafts, bills of exchange and cheques shall only be accepted as payment if this has been agreed separately and without any costs or fees for Wurm; they shall be considered as payment only after they have been honoured or cashed.
- 5.8. The Ordering Party is not entitled to offset any claims of Wurm with counterclaims of the Ordering Party.
- 5.9. The Ordering Party is not entitled to withhold any payments.
- 5.10. If, after the conclusion of the contract, Wurm recognises that there is a risk that the Ordering Party might not be able to perform, Wurm shall be entitled to provide any outstanding Products and Services only against advance payment or security. If the advance payments or the securities have not been provided even after an adequate grace period granted for performance has elapsed, Wurm shall be entitled to withdraw, entirely or partially, from individual or all contracts concerned. The right of Wurm to assert further claims remains unaffected.

6. Agreement on Quality without Guarantee

- 6.1. Wurm shall warrant that the Deliveries have the agreed quality at the moment of the transfer of risk; this quality shall be based exclusively on the concrete agreements concluded in writing between the Ordering Party and Wurm with respect to the properties, features and characteristics of the Deliveries.
- 6.2. It is neither the intention of Wurm, nor is the contract between the Ordering Party and Wurm designed in such a way, that Wurm assumes any additional commitment (guarantee) regarding the quality of the Deliveries beyond the agreement on quality as defined in Section 6.1.
- 6.3. Pursuant to Section 6.2, any data contained in catalogues, price lists (including in electronic form) and any other information material provided to the Ordering Party by Wurm shall in no way be deemed to represent any kind of guarantee for particular properties of the Deliveries or the suitability of the Deliveries for a particular purpose.

7. Warranty, Obligation to Inspect

- 7.1. In accordance with the provisions set forth below in this Section 7, Wurm shall provide warranty for any defects of the Deliveries, proven by the Ordering Party. Warranty shall not apply if the Ordering Party modifies the Deliveries or has it modified by a third party without the consent of Wurm, thereby making the remedy of defects impossible or complicating it in an unacceptable way. Whatever the circumstances, the Ordering Party shall bear the additional costs for the remedy of defects resulting from the modification.
- 7.2. The Ordering Party may claim warranty rights only if it has inspected the Deliveries and reported any defects in writing to Wurm without delay, but no later than two weeks after handover. Any hidden defects must be reported to Wurm in writing as soon as they have been detected. In the event of any damage to the packaging, e.g. to the cardboard box or protective film, the Ordering Party must record this on the transport paperwork of the transport company, forwarder, carrier or other third party responsible for executing transportation.
- 7.3. In the event of any notice of defects, Wurm shall be entitled to inspect and examine the Deliveries which are the subject of the complaint. The Ordering Party shall grant to Wurm the necessary period of time and opportunity for this purpose. Wurm shall also be entitled to request that the Ordering Party return the Deliveries subject to complaint to Wurm at the costs of the Ordering Party. The return must be within two weeks of notice of defect. If a notice of defect by the Ordering Party turns out to be unjustified, the Ordering Party shall be obligated to reimburse all expenses incurred by Wurm in this regard, e.g. inspection costs, wages, travel expenses, installation costs and shipping costs.
- 7.4. Defects for which Wurm has to provide warranty shall be remedied by Wurm, at its own discretion, either by repairing the defect without any costs for the Ordering Party, by providing a part free from defects or by replacing the entire delivery item (supplementary performance). Wurm is entitled to several attempts at improvement.
- 7.5. The Ordering Party shall grant to Wurm the necessary period of time and opportunity for the repair or the replacement delivery. Only in urgent cases where operational safety is at risk or to prevent disproportionately high damage or where Wurm is in default with remedying the defect shall the Ordering Party be entitled to remedy the defect itself or have it remedied by a third party once Wurm has in advance been notified without delay and to request the reimbursement of all necessary and proven costs from Wurm, unless the Ordering Party is responsible for bearing the costs in accordance with the final sentence of Section 7.3.
- 7.6. If Wurm replaces parts in the context of supplementary performance pursuant to Section 7.4, any replaced parts must be returned from the Ordering Party to Wurm. Wurm shall be entitled to take back any defective delivery items against reimbursement even outside the warranty period.
- 7.7. Wurm shall not assume any warranty for damage caused by inadequate or inappropriate use, unsuitable operating materials, incorrect assembly, incorrect commissioning or incorrect installation by the Ordering Party or a third party or due to natural wear and tear insofar as Wurm is not responsible for the damage.

The specifications in the product's operating instructions, if applicable, must be strictly observed. Deviations from this may lead to the exclusion of warranty.

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- 7.8. The expenses for material, shipment, transport, handling and labour required for the purpose of supplementary performance shall be borne by Wurm except for the additional costs arising due to the fact that the Deliveries are at a place other than the place of delivery or place of intended use. Supplementary performance does not encompass the installation and removal of the defective Deliveries; the Ordering Party shall bear the installation and removal costs.
- 7.9. If Wurm refuses seriously and conclusively to fulfil the contract, or the remedy of defects or the replacement delivery is refused by Wurm, the Ordering Party may withdraw from the contract.
- 7.10. The period of limitation for any warranty claims starts on the date of delivery at the Ordering Party's premises or, if acceptance is required and agreed with Wurm, with acceptance.
- 7.11. Regarding new delivery items, the period of limitation for a warranty claim shall be two years or 6 months for repaired replacement units.
- 7.12. If Wurm remedies the defect in the context of supplementary performance (cf. Section 7.4), the period of limitation for warranty claims shall be suspended for the time the remedy of the defect takes and shall be extended accordingly. If a new delivery item is delivered as a replacement, a new period of limitation for warranty claims of two years or 6 months for repaired replacement units shall start.
- 7.13. Any lack of conformity of partial deliveries does not entitle the Ordering Party to refuse unaffected or future partial deliveries or deliveries under other contracts.
- 7.14. Wurm is not obliged to verify the instructions of the Ordering Party. Wurm shall be liable for breach of any duty to warn only if Wurm was aware of the unsuitability.

8. Damages and Limitation of Liability

- 8.1. The liability for damages of Wurm, irrespective of the legal cause, in particular for impossibility, default, defective or incorrect performance, breach of contract, violation of obligations during the contract negotiations or tortious act, as far as a fault of Wurm must be present in all these cases, shall be limited in accordance with this Section 8.
- 8.2. Wurm shall not be liable
 - 8.2.1. in the event of ordinary negligence of its management bodies, legal representatives or employees, and
 - 8.2.2. for damages, that were caused by associates.
- 8.3. As far as Wurm is to be held liable for damages on the merits according to Section 8.2, its liability shall be limited to the damage which could be foreseen by Wurm at the time of conclusion of the contract as a possible consequence of a breach of the contract or which Wurm, applying due diligence, should have foreseen considering the circumstances which were known to Wurm or which Wurm should have known. Furthermore, any indirect or consequential damage resulting from a defect of the Products and Services shall be compensated only as far as such damage may be typically expected in connection with the appropriate use of the Products or Services.
- 8.4. Sections 8.1 to 8.3 shall apply to all claims for damages, irrespective of their legal cause, in particular also to liability for tortious act.

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- 8.5. The above exclusions and limitations of liability shall apply to the same extent in favour of the management bodies, legal representatives, employees and any other authorised agents or associates of Wurm.
- 8.6. As far as Wurm provides technical information or consultation services and this information or these consultation services do not belong to the due range of services contractually agreed, this shall be done free of charge and under the exclusion of any liability.
- 8.7. Insofar as Wurm provides technical information or recommendations in connection with the Products and Services or provides consultation services, there shall be no entitlement to compensation for losses incurred from following such information, advice or recommendations. Otherwise, the aforementioned liability exclusions and limitations shall apply accordingly.
- 8.8. Liability for the loss of data or information is excluded. The Ordering Party is itself responsible for backing up data.
- 8.9. The limitations of liability stated in this Section 8 shall not apply to liability on the part of Wurm for deliberate action, guaranteed properties, damage to life, limb and health or to liability under the Swiss Product Liability Act.
- 8.10. The Ordering Party shall be obligated to take appropriate measures to prevent and -minimise damage.

9. Retention of Title

- 9.1. The Deliveries shall remain the property of Wurm until any and all payments due to Wurm under the business relationship with the Ordering Party have been settled in full. Claims of Wurm also include any additional claims, such as interest, costs and claims for reimbursement of expenses.
- 9.2. In the event of current accounts, the retained property shall serve as a security for the balance claims due to Wurm.
- 9.3. The Ordering Party may only sell Deliveries subject to retention of title by Wurm in the course of their ordinary business operations. The Ordering Party shall not be authorised to pledge the Deliveries under retention of title, to transfer them by way of security or to make any other dispositions endangering the property of Wurm. The Ordering Party already assigns the claims from the resale to Wurm; Wurm already accepts this assignment. The purchase price claim shall take the place of the retained property. The Ordering Party shall note the fact of this assignment in its records and on the invoices issued and shall inform the recipient of the deliveries thereof. If the Ordering Party sells the Deliveries under retention of title after processing or transformation or after combination with other things or together with other things, the assignment of claims shall be deemed to have been agreed only in the amount of the part which corresponds to the price agreed between Wurm and the Ordering Party plus a safety margin of 10% (ten percent) of this price. The Ordering Party shall be revocably entitled to collect the claims assigned to Wurm in its own name on behalf of Wurm. Wurm may revoke this authorisation as well as the right to resell the Deliveries if the Ordering Party is in default vis-à-vis Wurm with respect to essential contractual obligations such as payment of the price.
- 9.4. If the Deliveries under retention of title are combined with other things, Wurm shall acquire a co-ownership share in the new thing commensurate to the value of the Products and Services proportionate to the other things at the time of combination. If the combination is made in such

a way that the object of the Ordering Party is to be considered as the major item, it shall be deemed to have been agreed that the Ordering Party shall assign a co-ownership share to Wurm according to proportion. The co-ownership share thus created shall be maintained for Wurm by the Ordering Party.

- 9.5. The Ordering Party shall provide Wurm, at any time, any and all information requested concerning the Deliveries under retention of title or the claims assigned to Wurm hereunder. Any access or claims to the Deliveries under retention of title by a third party shall be immediately reported to Wurm by the Ordering Party and all necessary documents shall be provided. At the same time, the Ordering Party shall inform the third party about Wurm's retention of title. The costs for defence against such access and such claims shall be borne by the Ordering Party.
- 9.6. During the period of the retention of title, the Ordering Party shall be obligated to treat the Deliveries under retention of title with care.
- 9.7. If the realisable value of the securities exceeds the total of the payments due to Wurm by more than 10% (ten percent), the Ordering Party shall be entitled to request a release to this extent.
- 9.8. If the Ordering Party is in default with essential contractual obligations, such as payment, vis-à-vis Wurm, the latter, without prejudice to any other rights, may take back the Deliveries under retention of title and use them otherwise in order to satisfy its claims for payment vis-à-vis the Ordering Party. In this case, the Ordering Party shall immediately grant to Wurm or the authorised representative of Wurm access to the Deliveries under retention of title and hand over these Deliveries. If Wurm requests that the Deliveries be handed over based on this provision, this shall not be considered as a withdrawal from the contract.
- 9.9. In the event of deliveries into countries with other legal systems where the retention of title as specified in the Sections above does not have the same securing effect as in the Federal Republic of Germany, the Ordering Party shall use its best efforts to grant similar rights of security to Wurm without delay. The Ordering Party shall cooperate in implementing all measures, such as registration and publication, which are necessary for and conducive to the validity and enforceability of such rights of security. At the request of Wurm, the Ordering Party shall be obligated to insure the Deliveries under retention of title in an adequate way, to provide corresponding evidence of the insurance to Wurm and to assign the claims from the insurance contract to Wurm.

10. Product Liability

If the Ordering Party sells the Deliveries without any changes or after processing, transformation or combination with other products, it shall indemnify Wurm from any claims asserted for reasons of product liability by a third party as far as the Ordering Party is responsible for the fault that gives rise to the liability claims.

11. Industrial Property Rights and Usage Rights

- 11.1. If the Ordering Party determines how Wurm is to manufacture the Deliveries by providing certain instructions, data, documents, drafts or drawings, the Ordering Party shall warrant that the rights of no third party, such as patents, registered utility models or any other industrial property rights or copyrights, will be violated by Wurm. Otherwise, Wurm pledges pursuant to this Section 11 that its Deliveries are free of third-party rights. Both the Ordering Party and

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Wurm shall inform the other Party immediately in writing if any claims are asserted against it for violation of such rights.

- 11.2. In the event that the Deliveries violate a copyright or industrial property right of a third party, Wurm, at its own discretion and at its own expense, shall modify or replace the Deliveries in such a way that they no longer violate any third-party rights, but that they still meet the contractually agreed specifications, or Wurm shall procure the rights of use for the Ordering Party by concluding a licence agreement. If Wurm does not succeed in this regard within an appropriate period of time, the Ordering Party shall be entitled to reduce the price appropriately or withdraw from the contract. Any claims for damages of the Ordering Party shall be subject to Section 8 of these GTCS-I.
- 11.3. In the event of a violation of rights by Deliveries supplied by Wurm, but manufactured by a third party, Wurm, at its own discretion, shall assert its claims against such manufacturers on the account of the Ordering Party or assign such claims to the Ordering Party. In such cases, claims against Wurm shall only be possible in accordance with this Section 11 if enforcement by court order of the said claims vis-à-vis the manufacturers has failed or is futile, e.g. due to insolvency.
- 11.4. Unless otherwise agreed, Wurm shall, in respect of Deliveries rendered, grant to the Ordering Party a right to use such Deliveries permanently and in accordance with their usage purpose. This usage right shall be non-exclusive, non-transferable and with no limitation in time. This usage right arises with payment in full. Unless indicated separately, any usage fees are included in the agreed price.

12. Compliance and ethical Behaviour

Aware of its responsibility, Wurm has committed itself in its worldwide activities as a fair competitor in a free market to support the protection of international human rights, the observance of worker protection rights, the protection of the environment, and the fight against international corruption with honesty, fairness, and compliance with the law.

Wurm expects the same from the Ordering Party. Therefore, the Ordering Party is obliged to comply with the laws applicable to it at all times. Furthermore, the Ordering Party commits itself and its employees (f, m, x) to law-abiding conduct and to comply with the Wurm Code of Conduct for Business Partners attached here as an Appendix.

13. Assignment

The Ordering Party shall not assign or pledge any claims arising from the contractual relationship with Wurm, to third parties without Wurm's prior written consent. Third parties also include group companies.

14. General Provisions

- 14.1. Any modifications and additions to the order confirmation, a contract and/or these GTCS-I as well as any ancillary agreements must be made in writing. This shall also apply to any modification to this requirement of written form. Reference is made to Section 2.6 of these GTCS-I.

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- 14.2. If one or more provisions of the contract and/or these GTCS-I is or are invalid, whether in whole or in part, this shall have no effect on the validity of the remaining provisions. The Ordering Party and Wurm agree to replace, in this case, the invalid provision with a valid provision which comes closest to the economic purpose of the invalid one.
- 14.3. Exclusive place of jurisdiction for all disputes from the contractual relationship shall be Zurich, Switzerland. This shall also apply if the Ordering Party does not have a legal venue in Switzerland or if it has moved its usual place of residence abroad after the conclusion of the contract. Wurm shall, however, be entitled to take legal action against the Ordering Party at any other place of jurisdiction available under the applicable law.
- 14.4. The law of Switzerland shall govern the contract, these GTCS-I and the entire legal relationship between the Ordering Party and Wurm, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Status 02/2024

Appendix Wurm CODE OF CONDUCT FOR BUSINESS PARTNERS

Title 1

General part

1. Introduction

The Wurm Group is one of the pioneers and leading providers in the field of refrigeration and building technology automation in the food trade in Europe. With our energy-efficient and future-oriented system solutions, plant concepts and services, Wurm makes a sustainable contribution to the conservation of resources and the environment.

By acting with honesty and fairness and within the boundaries of the law worldwide, Wurm undertakes to support the protection of human rights, compliance with employee protection rights, the protection of the environment and the fight against international corruption. Furthermore, in light of this responsibility, Wurm undertakes to respect its Business Partners² as a fair competitor in a free market.

Wurm expects the same from its Business Partners and the employees of its Business Partners and has its Business Partners undertake to comply with the law and this Code of Conduct.

If Business Partners are involved in the performance of a service by Wurm, they must have a flawless reputation in addition to the necessary professional qualifications. The employees of Wurm who are responsible for the business relationship with the Business Partner and for concluding a contract will use the sources of information available to them to verify this.

2. Scope of Application

This Code of Conduct is binding to all Business Partners of companies of the Wurm Group whose parent company is Wurm Holding GmbH (referred to collectively as 'Wurm' below).

The Business Partner must adhere to the principles and requirements set out in this Code of Conduct throughout its supply and value chain, even if it is not expressly repeated in the second chapter of this Code of Conduct. This includes all stages required to manufacture products and perform services, from the acquisition of raw materials to delivery or performance for Wurm and encompasses a company's actions within the Business Partner's own field of business as well as the actions of its direct and indirect Business Partners, regardless of whether stages occur within the country or abroad.

Failure to comply with the Code of Conduct and the statutory regulations on which it is based by the Business Partner can damage the reputation of both the Business Partner and Wurm as well as of the employees of the Business Partner and those of Wurm. Failure to comply with the Code of Conduct can result in considerable financial damage to the Business Partner and Wurm and, in some cases, even to liability on the part of the Business Partner and/or the employee who infringed the Code of Conduct. Therefore, infringements of the Code of Conduct cannot be tolerated.

Any infringement of the Code of Conduct by a Business Partner shall result in the immediate termination of the business relationship with Wurm as well as action under civil and criminal law.

² The term 'Business Partner' encompasses in particular customers, suppliers, contractors, service providers, advisors, brokers and vicarious agents of Wurm, regardless of whether they are natural persons or legal entities.

The term 'employee' expressly also encompasses executives, managing directors, board members and other legal representatives and corporate bodies of the Business Partner.

If, for the sake of simplicity, any word here or elsewhere in this Code of Conduct has a specific grammatical gender, it should be interpreted as having a gender-neutral meaning.

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3. Contact Persons and Complaint Procedure

If a Business Partner or one of its employees is unsure whether their conduct in a specific case is consistent with this Code of Conduct or if a business partner or an employee of the Business Partner identifies a potential infringement of this Code of Conduct in their surroundings, they can file a report with the Whistleblower Helpline of our parent company BITZER, the Bitzer Integrity Line (<https://bitzer.integrityline.app/>). This can be done personally, verbally or in writing.

The BITZER Whistleblower Helpline serves as contacts in terms of a complaint procedure in accordance with the German Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz - LkSG). Business Partners but also all other individuals can point out here to human rights and environmental risks as well as to infringements of human rights and environmental obligations which have occurred as a result of the economic activities of Wurm or a direct or indirect supplier.

In order to be able to better classify a report, it is helpful, if the reporting person gives their name and, if the report comes from the environment of a business partner or is related with one, also the name of such Business Partner. For possible queries on the facts reported, it is also useful, if the reporting person also gives their contact details. Irrespective of this, it is also possible, to provide anonymous reports. Anonymous reports will be followed up by BITZER and Wurm with the same attention as reports that are given by a person mentioning their name. However, the investigation of the facts reported may be more difficult if no consultation of the reporting person is possible due to their anonymity.

Title 2

Wurm Code of Conduct for Business Partners

1. Respect for Human Rights and Ensuring of occupational health and Safety

The Business Partner adheres to and support the relevant regulations concerning the protection of international human rights as fundamental, generally applicable requirements. Within its own company and along its supply and value chain, the Business Partner must ensure that its employees and the employees of its Business Partners are not complicit in human rights violations. If Wurm discovers that a Business Partner is infringing international human rights, the business relationship shall be terminated.

In particular, the Business Partner will comply with the following requirements for itself and in its supply and service chain:

// The Business Partner complies with the prohibition of child labour. It will observe the minimum age of employment in accordance with the respective state regulations, wherein the minimum age for employment corresponds to the age when, according to the applicable national law, compulsory education ends, and is at least 15 years. If Wurm become aware of the fact that a Business Partner violates the prohibition of child labour, the business relationship will be terminated. The Business Partner complies with the prohibitions in accordance with Article 3 of the Convention No. 182 of the International Labour Organisation comprising:

- all types of slavery or slavery-like practices such as sale of children and child trafficking, bonded labour and servitude as well as forced labour or compulsory labour including forced or compulsory recruitment of children for use in armed conflicts;

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- bringing, procuring or offering a child for prostitution, for the production of pornography or for pornographic depiction;
 - bringing, procuring or offering a child for unlawful activities, in particular for extraction and trafficking of drugs; furthermore
 - labour, which by its nature or due to the circumstances, in which labour is carried out, is probably harmful for the health, security or morality of children.
- // The Business Partner complies with the prohibition of all types of slavery. This also includes slavery-like practices, servitude, involuntary prisoner labour or other forms of exercise of dominance or oppression in workplace environment, such as sexual exploitation and humiliations or extreme economic exploitation. The Business Partner will not use any private or public security forces for the protection of its company, if, due to lack of instruction or control on the part of the Business Partner, the prohibition of torture and cruel, inhuman or humiliating treatment is ignored, if life or limb are violated or if the freedom of association are impaired when such security forces are deployed.
- // The Business Partner, when acquiring, developing or otherwise using of land, forests or waters, will not take part in or cause unlawful evictions or unlawful deprivation of land, forests or waters, when their use secures the livelihood of an individual.
- // The Business Partner complies with the Regulation (EU) 2017/821 of the European Parliament and the Council dated May 17th, 2017, laying down supply chain due diligence obligations for EU importers of tin, tantalum and tungsten, their ores and gold originating from conflict-affected and high-risk areas. Moreover, the Business Partner complies with the regulations of Section 1502 of the US Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) concerning the use of such conflict materials, since it may be a member of the supply chain of a US listed company.
- // The Business Partner complies with national minimum wage regulations applicable at the respective place of employment and will pay its employees equal pay for equal work.
- // The Business Partner respects the freedom of association of its employees, in particular the right to freely form and join trade unions without fear of unjustified discrimination or retaliation by the Business Partner and recognises the rights of its employees to participate in collective bargaining and strike in accordance with the applicable national regulations.
- // The Business Partner provides its employees with a safe, healthy working environment. The Business Partner adheres to all legal and technical specifications and standards concerning occupational health and safety and fire prevention, at least the occupational health and safety duties under the applicable national regulations if the fulfilment of these duties can sufficiently reduce the danger of occupational accidents or occupational health risks, especially by means of sufficient safety standards with regard to the provision and maintenance of the place of work, workstation and equipment, appropriate safety measures to avoid exposure to chemical, physical or biological substance, measures to prevent excessive physical and mental exhaustion, especially through the appropriate organisation of working hours and breaks and the provision of suitable training and instruction for employees.
- // Beyond the above points, the Business Partner refrains from all conduct, which is directly suitable to impair a protected legal position in a particularly serious manner, or the illegality of which is obvious when all relevant circumstances are considered in a reasonable assessment.

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2. Elimination of Discrimination

The Business Partner maintains respect and neutrality with regard to the national origin and ethnic descent, skin colour, gender, religious and ideological beliefs, sexual orientation, political views, social background, age and towards any disabilities or illnesses of its employees. Something else may apply by way of exception only if a distinction is required due to the type of employment and its specific requirements, e.g. if a corresponding risk assessment has been carried out within the framework of occupational health and safety. Insulting and defamatory statements that refer to any of the aforementioned characteristics or views are unacceptable and must be avoided by Business Partner and its employees.

3. Protection of the Environment

The protection of the environment and climate and the sparing use of natural resources must be a major concern of the Business Partner. The Business Partner conserves natural resources and avoids environmental pollution wherever possible and feasible in research and development, production, administration and any other field. In particular, the Business Partner avoids harmful soil, water and air pollution, noise emissions and excessive water consumption that would be sufficient to

- // significantly impair the fundamental natural processes required to obtain and produce food;
- // impede, obstruct or destroy a person's access to clean drinking water or sanitary facilities;
- // harm the health of a person.

Consequently, Wurm expects its Business Partner to adhere strictly to the relevant national environmental protection regulations. In particular, the Business Partner ensures that it and its Business Partners, namely its suppliers,

- // only supply and process components which meet the requirements of the latest version of the RoHS Directive 2011/65/EU and are suitable for RoHS-compliant manufacturing processes – the Business Partner undertakes to generate a Declaration of Conformity and submit the declaration without having to be prompted to do so
- // are aware of the duties arising from Regulation (EC) No 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals, as amended, and have taken all necessary action;
- // adhere to Directive 2012/19/EU on waste electrical and electronic equipment (WEEE) and therefore prevent waste electrical and electronic equipment and reuse, recycle and recover such waste so as to reduce the disposal of waste, and at least adhere to the standards set out therein concerning the treatment of waste electrical and electronic equipment in the European Union;
- // recognise the duties that can result from the Minamata Convention on Mercury of 10 October 2013 to protect human health and the environment from the adverse effects of mercury;
- // adhere to the Stockholm Convention on Persistent Organic Pollutants (Regulation (EU) 2019/1021), a treaty on legally binding measures to ban and restrict certain persistent organic pollutants, which restricts or bans the manufacture and use of certain pesticides, a group of industrial chemicals (polychlorinated biphenyls) and two groups of unintentional by-products (polychlorinated dibenzodioxins and dibenzofurans).
- // adhere to the Basel Convention on the control of transboundary movements of hazardous wastes and their disposal as well as the Regulation (EC) No. 1013/2006 on the shipment of wastes.

At the request of Wurm, the Business Partner shall provide evidence of this.

The Business Partner must prioritise the sensible use of renewable energy and in turn the reduction of environmental pollution and the protection of the environment wherever possible.

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4. Prohibition of Corruption and Blackmail, Prevention of Money Laundering

Corruption means the misuse of a position in the economy, an organisation, administration, justice or politics. Corruption is illegal worldwide. Corruption is a criminal offence. Corruption prevents progress and innovation, distorts competition and damages society and the economy. The Business Partner does not tolerate corruption, neither by its employees nor its Business Partners or other Business Partners of Wurm.

It is prohibited to offer, promise or provide advantages (active bribery) or request, accept or accept the promise of advantages (passive bribery) for oneself or a third party. This applies to both domestic and foreign officials (bribery of officials) and to Wurm or other Business Partners (bribery and corruption in business dealings). An advantage in this sense is any form of compensation to which the recipient has no lawful entitlement, and which objectively improves the economic, legal or personal situation of the recipient. The following applies in particular:

Whenever gifts, services, invitations to events and other gratuities (referred to collectively below as 'gratuities') are distributed in business relationships, Business Partners may only offer, promise or provide a gratuity or accept a gratuity or the promise of a gratuity if the gratuity or promised gratuity

- // is of low value and
- // is part of common business practice and
- // is otherwise appropriate and adequate to the occasion and
- // is not intended to encourage the awarding of a contract or unauthorised advantage for the recipient, the Business Partner, Wurm, any other Business Partner or any other person, and
- // is legally admissible under the relevant laws and
- // does not even imply the impression of soliciting unlawful influence or establishing the beginning of economical dependency, and thus could be openly reported to the Business Partner and at Wurm.

No Business Partner or employee of a Business Partner may use their position or function to request, accept the promise of or accept an advantage for themselves or a third party.

If the Business Partner discovers that unauthorised advantages have been offered, promised or provided or requested or accepted, the Business Partner is obliged to notify one of the bodies specified above in part 3 of title 1.

Donations and sponsoring will not be used by the Business Partner to obtain unlawful business advantages.

Furthermore, the Business Partner is forbidden to unlawfully coerce or extort employees or its Business Partners, by force or threat of serious harm, to do, acquiesce to or refrain from an act.

Money laundering is a criminal offence. The Business Partner avoids any and all participation in money laundering and does not enter into a Business Partnership with any party that is known or justifiably presumed to have obtained money or assets through criminal activities or be otherwise involved in financial criminality.

In particular, the Business Partner adheres to the regulations of the German Money Laundering Act (Gesetz über das Aufspüren von Gewinnen aus schweren Straftaten, Geldwäschegesetz - GwG) or the equivalent laws of foreign legal systems which apply to it and the specific transaction in question.

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5. Safeguarding of Fair Competition

The Business Partner is obliged to preserve fair and free competition. The Business Partner is obliged to adhere to the regulations of competition and antitrust law and obliges its Business Partners accordingly.

In particular, the Business Partner is forbidden

- // to talk with competitors about prices, sales, production capacity, calls for tenders, revenues, margins and costs that could determine or influence the actions of a company in the market with regard to the competition
- // to enter into agreements or collusions with competitors that have the objective to exclude a competitor, avoid competition, submit a bogus offer in a call for tenders or share customers, markets, countries or production programmes
- // to influence the resale price of a customer in any way.

If a Business Partner has any questions concerning the admissibility of certain actions or if a Business Partner suspects a breach of competition or antitrust law, it must notify one of the bodies specified above in part 3 of title 1 immediately.

6. Avoiding Conflicts of Interest

Wurm expects its Business Partners to avoid conflicts of interest. Decisions may not be affected by private interests or personal relationships with Business Partners or other persons. The Business Partner must expect the same from its own Business Partners.

7. Avoidance of Product Liability Claims

The Business Partner offers products and services of the highest quality. The Business Partner must aim to fulfil the high expectations of its Business Partners regarding the quality, safety, efficiency and functionality of its products and services. Additionally, the Business Partner and its employees will continue to improve the quality of its products and services. The Business Partner and its employees have the responsibility to eliminate, as far as possible, all potential risks as well as danger to health and safety which might occur from the use of a product. The Business Partner complies with all applicable legal and technical regulations and standards of product safety which apply to its products. If Wurm has any safety concerns, it is the responsibility of the Business Partner to react with prudence and care and take suitable action to assuage Wurm.

8. Proper Conduct of Customs and Export Procedures

Exports, imports and the domestic trade of goods, services, technology and software, as well as the flow of capital and payments, are subject to and controlled by national and international laws. Appropriate steps must be taken to ensure that transactions do not infringe against active economic sanctions and trade restrictions, import and export control regulations or sanctions and laws intended to combat the financing of terrorism. Transactions with companies and persons that are on a list of sanctions are prohibited.

Wurm has established a comprehensive, electronically supported export control system and made its strict application mandatory. The Business Partner must also comply with the national and international laws with regard to export controls, customs and foreign trade in each country in which it conducts business. The Business Partner must fulfil its statutory obligation to check its employees, Business Partners and potential Business Partners against the relevant lists of sanctions resulting from national laws and regulations designed to combat terrorism or impose embargoes. Employees

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of the Business Partner who are dealing with the import and export of goods, services, software or technology have to adhere to the applicable export control laws as well as to import and export regulations.

Every employee of the Business Partner who has knowledge of deliveries

- // to countries that are subject to a partial or total embargo, including deliveries through an intermediary in a non-embargoed country; or
- // for military purposes or dual-use applications; or
- // which are intended for use in nuclear power plants or in unsafe nuclear fuel cycles; or
- // which are related to the production of chemical or biological weapons;

is obliged to inform the central customs and export control department of the Business Partner.

The Business Partner is also invited to contact the customs and export control department of Wurm: order@wurm.de.

9. Protection of Personal Data

The Business Partner protects the personal data of its employees, Business Partners and other data subjects.

Personal data may only be collected, processed or used by the Business Partner to the extent required for explicitly specified and legitimate purposes or if the data subject has given their express prior consent. This also applies to the sharing of data between various organisational units or companies of the Business Partner. The use of data must be transparent for the data subjects. Their rights to access information, to the rectification and restriction of processing and potentially also to data portability, to lodge a complaint and to have their data blocked or erased must be respected in accordance with the law.

10. Confidentiality of Intellectual Property Trade and Business Information

Business Partners must keep their own confidential information and information entrusted to them by Wurm or to which they otherwise gain access through their work for and with Wurm secret and must have their own employees and Business Partners sign similar undertakings. Business partners must protect the information so that it cannot be accessed by unauthorised third parties and not use the information for private or personal purposes.

The Business Partner does not use the existence of an economic relationship with Wurm in promotional measures without the prior written consent of Wurm.

11. Systems, Documents and Risk Management

The Business Partner must develop, implement, apply and maintain management systems and controls related to the content of this Code of Conduct. It will always have available the required documentation in order to prove conformity with the principles of this Code of Conduct and be able to provide it to Wurm at any time upon request.

The Business Partner maintains appropriate instruments for regular identification, assessment and control of risks in all areas and with reference to all legal requirements, which are dealt with in this Code of Conduct.

The Business Partner demonstrates its commitment to continuous improvement by setting performance targets, carrying out implementation plans and taking the necessary measures to correct deficiencies identified in internal and/or external audits or assessments.

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The Business Partner regularly carries out suitable training measures in order to communicate requirements stated in this Code of Conduct and to pass them on to the suppliers and business partners of its supply chain participating in business with Wurm, to oblige them accordingly to ensure their adherence to these principles and to agree to a possible audit of compliance with these principles. The term of supply chain used in the present document generally refers to all products and services of a company and thus to all stages within the country and abroad which are required for the manufacture of the products and the provision of the services.

Title 3

Final Regulations

1. Requests for Information

Wurm reserves the right to request information from the Business Partner if it suspects non-compliance with the principles and requirements set out in this Code of Conduct, e.g. in light of media reports. The Business Partner must comply with this request for information immediately.

2. Audits

The Business Partner authorises Wurm to verify compliance with this Code of Conduct, especially the Code of Conduct for Business Partners, by means of an audit, or have such compliance verified by a third party which has been mutually appointed by the Business Partner and Wurm, and to take appropriate action in accordance with this Code of Conduct in the event of non-compliance.

If shortcomings of concern to Wurm are discovered during an audit, the Business Partner must immediately submit to Wurm an action plan, the implementation of which will ensure that all identified aspects are addressed and remedied in a satisfactory manner for Wurm.

Should an audit reveal a material breach of this Code of Conduct, Wurm is entitled to demand that the Business Partner reimburse the necessary, reasonable costs of the audit for which Wurm has documented evidence.

3. Consequences of Non-Compliance

Any infringement of the principles and requirements in this Code of Conduct will be considered by Wurm as a significant impairment of the business relationship and contractual relationship between the Business Partner and Wurm.

Wurm is entitled to terminate individual contractual relationships which have been directly affected by an infringement of this Code of Conduct with immediate effect and without providing notice, either fully or in part, or, at its own option, temporarily suspend the business relationship with the Business Partner while the Business Partner presents and fully implements specific measures to prevent the infringement from happening again, or terminate all contractual relationships with immediate effect and without providing notice, either fully or in part, if the Business Partner fails to present and fully implement specific measures to prevent the infringement from happening again within a reasonable period of time.