

General Terms and Conditions of Delivery

VF Lightspan GmbH - Steinacker 3 - 28717 Bremen

The following terms and conditions of delivery form a significant part of all our delivery offers and the contractual relationships entered into by us regarding our deliveries, unless we expressly agree to deviations from them in writing or in text form. Our contractual partners acknowledge our terms and conditions of delivery upon placing an order or at the latest upon acceptance of our deliveries. Our customer is hereinafter referred to as the customer, regardless of whether it is a delivery with or without assembly by us. These terms and conditions of delivery do not apply to orders that we place ourselves - our General Terms and Conditions of Purchase apply to this.

I. Scope of delivery and services

- 1.) The scope of our deliveries and/or other services is solely determined by our written order confirmation. An objection by the customer to this is only relevant if it is expressly and immediately made in writing or in text form. If there is no order confirmation on our part, an order is deemed to have been agreed in accordance with our offer. If both an order confirmation and an offer on our part are missing, the scope of the order shall apply according to the customer's request, but on the basis of our terms of delivery without restriction and under any restrictions that we may have made.
- 2.) The documents belonging to our offer (illustrations, drawings and measurements, etc.) are only approximate and are not binding; We reserve the right to make changes to the product and design insofar as this is reasonable for the customer. We reserve the right of ownership and copyright to cost estimates, drawings, operating regulations and similar documents; they may not be made available to third parties by the customer.
- 3.) Claims of the customer due to culpable breach of an ancillary obligation under the contract, in particular due to incorrect advice granted, cannot be asserted, unless there is an express written confirmation by us in this respect. This does not apply if we are accused of intent or gross negligence and not in cases of injury to life, body and health.

II. Payments

Unless otherwise agreed, payment shall be due in its entirety and immediately upon execution of the delivery or, insofar as we are also obliged to assemble it, upon its execution. For partial services, we are equally entitled to demand appropriate immediate advance payments - step by step - according to the increase in value of the customer. If we agree on delivery or other services without the agreement of immediate payment by the customer by agreeing on payment against invoicing with a payment deadline, a payment period of 21 days for instalment invoices and a payment period of 30 days for final invoices from receipt of invoice shall be deemed to have been agreed (Saturdays are included). We are always entitled to demand security in accordance with § 650 f BGB in the case of orders with assembly or in the case of pure delivery orders without our assembly security analogous to § 650 f BGB. We are entitled to charge interest from the due date of an invoice or if a payment date is exceeded in the amount of 12% above the base interest rate set by the Deutsche Bundesbank, without the customer having to be given separate notice of default. Reminders on our part do not mean that the due date has been postponed. If the purchaser does not comply with the agreed payment condition, if he refuses to fulfill the contract or if we become aware of circumstances after conclusion of the contract that make the creditworthiness of the latter appear doubtful in relation to the concluded contract, our entire claims from the contractual relationship become due immediately.

Managing Director
Thomas Langer
Florian Scheidig
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V.A.T. No. DE 454143005
Commercial Register
Bremen HRB 41 405 HB
Place of performance
and jurisdiction
Bremen

We are then also entitled to carry out outstanding services only against advance payment or - at our discretion - to provide further services accordingly. § 321 of the Civil Code to be made dependent on a security. In the event of default in the provision of security, we are also entitled to withdraw from the contract while maintaining our claims due to loss of profit. In addition, we then have the right to take back goods that have already been delivered under retention of title and to claim damages for non-performance or to take the delivered item back to us without waiving our claims until satisfaction. In the event of acceptance of the delivery item, all costs, including those incurred by the renewed delivery, shall be borne by the buyer. In the event of a withdrawal, the customer must compensate us not only for the compensation for the use of the delivery item, but also for any depreciation in value, even through no fault of our own, as well as all costs and lost profits incurred by us in connection with entering into the contract and withdrawing from the contract.

III. Delivery and installation deadlines

Our delivery and installation time specifications are made to the best of our knowledge. Unless we assure otherwise in writing, they are non-binding and will be extended in the event of the occurrence of unforeseen and non-culpable obstacles that affect us or one of our upstream suppliers in accordance with the significance of the obstacle. Even if a delivery period has been expressly declared binding by way of exception, it shall not commence until the customer has accepted our order confirmation in writing and only after receipt of any agreed down payment. A further prerequisite is the clarification of all technical details of the delivery, insofar as these are not to be determined by us ourselves. The delivery deadline will be met, even with timely notification of our readiness for shipment. If we are responsible for a delay, the customer is entitled to set us a reasonable deadline for subsequent delivery (but at least 4 weeks) and to withdraw from the contract after its fruitless expiry. Further claims by the customer due to delay in delivery are excluded, unless we can be accused of more than simple negligence. Partial deliveries are permissible without us having to pay for any additional costs incurred. All cases of force majeure, as well as all cases of civil unrest, strikes, lockouts, operational disruptions, restrictions and shortages of raw materials and supplies, etc., entitle us to postpone the delivery for the duration of the hindrance and a reasonable start-up time after the end of the hindrance. If the performance of the contract becomes unreasonable for one of the parties due to such events, it may withdraw from the contract in this respect. However, claims for damages or other reimbursement on the part of the customer are excluded in the event of such withdrawal. If the obstructive circumstances only affect the assembly and we have already prefabricated essential parts of the delivery, a withdrawal of the customer is excluded. The customer must register the construction project with the responsible building law office and, if necessary, apply for the installation or building permit and, if necessary, approval in the individual case and prove their existence to us at any time upon request.

IV. Ownership

Until full payment or full cashing of any cheques and bills of exchange, the delivery item remains our property. Our right of property is also not lost by the fact that payments are made that are equivalent to the consideration for one or more pieces or for certain deliveries. Rather, it will remain in place until we have been completely satisfied with all claims to which we are entitled from the connection with the customer for each individual piece delivered. If, despite being asked, payment is not made on time or in cases of § 321 of the German Civil Code (BGB) (objection of uncertainty), in any case in the event of enforcement measures against the customer, we shall have the irrevocable right, without prejudice to our other claims, to remove our delivery to secure our retention of title and to secure it until full payment has been made, without recourse to the court. However, the retrieval and seizure does not declare a withdrawal from the contract on our part. The customer expressly and irrevocably grants us the right to enter the storage location of the delivery at any time for the purpose of inspection, retrieval and loading, etc., or to have it entered by our representatives. The customer may neither pledge nor transfer the items delivered by us before payment has been made and the ownership has been transferred to him, not even as security. In the event of seizures, we must be notified immediately by registered letter. The assertion of the retention of title as well as the seizure by us shall not

be deemed to be a withdrawal from the contract. Insofar as the customer has received from us the authorization to sell the goods in our possession (goods subject to retention of title) in the ordinary course of business, he assigns to us all claims arising from the resale as compensation, regardless of whether the goods subject to retention of title are resold without or after processing, or whether or not they are connected to a property or to a movable property. If the goods subject to retention of title are resold after processing or together with other goods that do not belong to us, or if they are connected to real estate or movable property, the claim of the customer against his customers in the amount of the delivery price for the goods subject to retention of title agreed between the customer and us shall be deemed to have been assigned to us. The customer is only authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this, but we undertake not to do so as long as the customer properly fulfils his payment obligations and does not fall under § 321 of the German Civil Code (BGB) (endangerment of our claims for payment). If the customer makes use of the right to collect, we are entitled to the collected proceeds in the amount of the delivery price agreed between the customer and us for the goods subject to retention of title. At the request of the customer, we are prepared to reduce our retention of title and the assignment of claims regulated above to the extent if and to the extent that our need for security is significantly exceeded.

V. Liability for defects in delivery and other services

All complaints must be reported to us immediately. In the event of any notice of defects, we have the right to inspect and inspect the disputed delivery or service in an unchanged condition. If we are notified of defects that turn out to be not our responsibility upon inspection by us, we are entitled to charge the costs incurred by us as a result of the inspection. In the event of defects recognized by us, the customer can only demand repair or replacement delivery. However, the customer expressly reserves the right to demand a reduction in the remuneration or, at his discretion, the cancellation of the contract in the event of failure of the repair or replacement delivery, but not the latter if a construction work is the subject of our obligation to perform and the warranty. We can refuse to remedy defects as long as the customer does not fulfill his obligations. If the customer has made or caused changes or repair work to be carried out or repaired to our delivery and service on his own authority, our liability for defects shall lapse insofar as these measures make it more difficult to identify or remedy the defects. There are no further claims on the part of the customer, in particular a claim for compensation for damage that has not occurred to our delivery and other service itself, unless expressly agreed otherwise. Insofar as the above provisions do not contain any deviating provisions and subject to the provision in the following sentence, a claim for damages by the Purchaser, regardless of the legal basis (e.g. impossibility, non-performance, positive injury, tort, settlement between joint and several debtors, etc.)

However, we are liable for intent or gross negligence on the part of our legal representatives, senior employees and vicarious agents within the framework of mandatory statutory provisions. We are only liable for slightly negligent conduct of our legal representatives, our executive employees, our vicarious agents and vicarious agents if a cardinal duty has been violated and the damage was foreseeable. For grossly negligent conduct, our liability is limited to the foreseeable damage, unless a cardinal obligation has been violated. The legal liability for cases of injury to life, limb and health in the event of more than slight negligence is not limited. We reserve the right to make changes due to technical innovations, new DIN regulations or similar developments, insofar as these changes are reasonable for our customer.

VI. Installation requirements

The customer is liable for the **absence of defects, in particular the** dimensional accuracy and strength of the services of the pre-contractors, as well as for the existence of the necessary building permits. The procurement of any necessary approval in individual cases is also the task of the customer. Masonry and chiseling work are not part of our services. The construction site and its access road must be equipped with mdt. 20-t (axle load) vehicles. The condition of the construction site must allow for the retrieval and assembly of

the delivery parts. The customer must dismantle overhead lines in the assembly area in good time. Power consumption and connection (15 kW for 220/380 V) are to be provided to us free of charge on the construction site. We will charge separately for installation difficulties. As a matter of principle, we are not prepared for installation difficulties and are therefore also entitled to discontinue our services until they have been rectified by the customer.

VII. Assembly Implementation

The customer has supports, anchors, etc. cast immediately after alignment of our construction - if necessary - during the presence of our fitters. During the duration of our assembly work and until its acceptance, only our employees are allowed to carry out construction work on the construction site. We exclude any liability for the consequences of violations. We are entitled to use suppliers and subcontractors. Late requirements from supervisory bodies, authorities or test engineers and additional costs resulting from such delays are at the expense of the customer and may result in postponements. Connection work on existing buildings or parts of buildings and transitions requires an explicit contractual agreement, they generally do not fall within our scope of services. If fittings, downpipes or the like cannot be connected during assembly due to the construction process, this laying work must later be carried out by the customer at the customer's expense. Assistants provided by the customer remain in his care (social contributions, insurance, etc.).

VIII. Assembly interruptions or changes

Costs and other consequences of interruptions to the construction site, for which we are not responsible, must be borne in full by the customer. Changes, additions or similar requirements deviating from the construction plan are to be agreed solely with our management. Agreements with our fitters on the construction site are only binding for us if they are expressly confirmed by our management; our fitters are not authorized by us to make or receive declarations on our behalf.

IX. Services with assembly (contracts for work)

We only perform such services on the basis of the current valid General Terms and Conditions of Contract for the Execution of Construction Services (VOB) Part B. However, our terms of delivery and payment and/or our other individual contractual stipulations take precedence over VOB Part B.

X. Confidentiality

The content of all correspondence relating to the order and all contractual documents is confidential in nature and may not be made accessible by the customer to third parties, unless it is necessary for employees and advisors of the parties or banks or authorities to know them. All such institutions and/or persons shall be made aware that this information is confidential before it is disclosed to them, in order to ensure that these confidentiality obligations are complied with.

All our documents, plans, drawings and other technical information relating to the subject matter of the contract are and will remain our property.

The customer owes us a contractual penalty of € 3,000 for each proven breach of the above obligations.

The obligation of confidentiality shall continue to apply to the Purchaser even after termination of the contract for a period of 10 years from the execution of the order; prior to this date, the obligation of confidentiality shall cease to apply to such content that has become generally known.

XI Place of performance and jurisdiction

1.) The legal relationships between our contractual partner and us are subject exclusively to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

2.) The additional place of jurisdiction for all disputes arising from the contractual relationship, including for bills of exchange and cheque claims, is Bremen if the customer is a merchant within the meaning of § 38 of the Code of Civil Procedure. Any invalidity of one or more provisions shall not affect the validity of the remaining provisions.

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