IMPROVING LIFE AT ITS core

General terms and conditions of sale and delivery of

CORE Energy Recovery Solutions GmbH

(For the branch in Reinsdorf/Germany and Waalwijk/Netherlands)

Version from 8th of September 2026

1. Contract bases

1.1 Unless otherwise agreed in writing, the General Terms and Conditions of Sale and Delivery (hereinafter "GTCS") of CORE Energy Recovery Solutions GmbH (hereinafter also referred to as "we", "us") shall apply to all - including future - agreements concerning the deliveries of contractual products (hereinafter "Products") as well as other services rendered by us through our branch offices in Reinsdorf/Germany and Waalwijk, the Netherlands, including consultations and ancillary services with our customers (hereinafter "Contractual Partner"). The General Terms and Conditions of the Contractual Partner shall not apply even if we have not expressly objected to them in individual cases.
1.2 Our offers are always non-binding and have a maximum validity period of three (3) months from the date of creation indicated by us on the offer. The order of the Contractual Partner shall be deemed to be a binding contractual offer. The order of the Contractual Partner must contain all information of the Contractual Partner necessary for the processing of the payment of the Products. We may accept this order (offer) by means of an order confirmation; agreements shall only become binding upon our written order confirmation.
1.3 Information, drawings, illustrations, technical data, descriptions of weights, dimensions and services contained in brochures, catalogues, circulars, advertisements, price lists or documents belonging to the offer are non-binding and approximate values customary in the industry, unless they are expressly designated as binding in writing in our order confirmation. We reserve our property rights and copyrights to the aforementioned contents.
1.4 We reserve the right to make necessary model changes or product modifications in accordance with § 315 of the German Civil Code (BGB) even if the values contained in the order confirmation are binding, insofar as they are reasonable for the contractual partner taking our interests into account.
1.5 Legally relevant declarations and notifications of the contractual partner with regard to the business relationship (e.g. setting of deadlines, notification of defects, declarations of withdrawal or reduction) shall be made in writing. Written form within the meaning of these GTC also includes notifications by e-mail.

2. Prices

2.1 The respective prices as well as party agreements made in this respect in individual cases result from our order confirmation. The prices are ex-works - production plants at August-Horch-Str. 7, 08141Reinsdorf, Germany and Spuiweg 28, 5145 NE Waalwijk, The Netherlands (FCA Incoterms 2020 or any applicable updated version; "Free carrier", self-collection by contractual partner). Incoterms deviating from this shall be agreed individually and in writing in our order confirmation; any additional costs shall be borne by the contractual partner.
2.2 The prices contained in our order confirmation are always exclusive of any applicable value added tax, which shall be shown separately, and any other customs duties, taxes, etc., which shall be borne separately by the contractual partner.

3. Terms of payment

3.1 The purchase price is due within 30 days after receipt of the invoice. In the event of insufficient creditworthiness of the contractual partner, we shall be entitled to choose other payment terms (e.g. advance payment, immediate due date, etc.). All payments shall always be credited first to interest and costs and then to our oldest claims, without regard to other dispositions of the contractual partner.
3.2 The contracting party shall not be entitled to refuse performance of any obligation under this contract, in particular the payment obligation, by asserting a right of retention, unless the contracting party's claims are undisputed or have been finally adjudicated; set-off by the contracting party shall only be permissible with undisputed or finally adjudicated claims.
3.3 In the event of default in payment, interest shall be charged in accordance with the respective statutory default interest rate; in the case of claims for payment, this shall be nine (9) percentage points above the respective base interest rate, unless otherwise agreed in the order confirmation in the individual case. The assertion of further damages caused by default shall remain unaffected.
3.4 Our claims shall become due immediately, irrespective of the term of bills of exchange accepted, if payment terms are not complied with or circumstances become known which are suitable to reduce the creditworthiness of the contractual partner. Without prejudice to any further rights, we may in such cases (i) make outstanding deliveries only against advance payment, (ii) also - without rescinding the contract - prohibit the resale and use of goods subject to retention of title, (iii) revoke the collection authorization and, after rescission, if any, demand the return of the products at the expense of the contractual partner.
3.5 In the event of a delay in payment by the contractual partner, we shall be entitled to demand a contractual penalty in the amount of 0.5 percent of the remuneration to be paid on the delayed part of the remuneration to be paid for each completed day of the delay, but no more than five percent of the remuneration to be paid on the delayed part of the remuneration to be paid. We shall be entitled to claim the contractual penalty in addition to the fulfillment of the contractual partner's payment obligation.
The reservation of the contractual penalty is timely, provided that it is declared to the Contractual Partner within 14 calendar days at the latest, calculated from the receipt of the delayed remuneration.
We reserve the right to further claims and rights, in particular a claim for damages. The contractual penalty shall be offset against any claims for damages.

4. Retention of title

4.1 All products are goods subject to retention of title and shall remain our property until all our claims, including current account balance claims, have been satisfied by the contracting party.
4.2 Treatment and processing of our products shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without obligating us.
4.3 The contracting party shall be obliged to treat the products with care; in particular, it shall be obliged to sufficiently insure them at its own expense against fire, water and theft at replacement value.
4.3 In the event of processing, combination or mixing of goods subject to retention of title with other goods which are not our property, we shall be entitled to co-ownership of the new item or the new stock in the ratio of the value of the delivered product to the other processed items at the time of processing.
4.4 If our (co-)ownership expires due to combination or mixing, the contracting party shall transfer to us the (co-)ownership rights to which it is entitled in the new item or the new stock to the extent of the invoice value of the reserved goods, which it shall hold in safe custody for us free of charge.
4.5 The contracting party may sell goods subject to retention of title, whether further processed,

mixed or not, only in the ordinary course of business and only as long as it complies with the terms of payment, subject to the proviso that claims arising from the resale pursuant to Clause 4.6 are assigned already now.
4.6 The resale of goods subject to retention of title shall be deemed equivalent to their installation in land or in facilities connected to buildings or their use for the performance of contracts for work and services or other contracts.
4.7 The contracting party's claims against its customer arising from the resale of goods subject to retention of title, including current account claims, are hereby assigned to us in the amount of the value of the delivered products with all ancillary rights. In the event of the resale of goods in which we have co-ownership, the assignment shall apply in the amount of our co-ownership. The contractual partner shall be obliged to retain ownership of the goods vis-à-vis his customer until the purchase price has been paid in full.
4.8 The contracting party may collect claims until our revocation, to which we are entitled for good cause, in particular in the event of default in payment. In the event of revocation, the contractual partner must, at our request, immediately inform its customers of the assignment - if we do not do this ourselves - and provide us with the information and documents required for collection. The contractual partner further undertakes for himself and his legal successors, in the event of a simple or extended reservation of title asserted by us, to immediately provide any information on the processing and sale of the products which is expedient for the pursuit of our reservation of title, extended reservation of title or advance assignment and any rights and claims resulting therefrom.
4.9 Insofar as the contracting party is entitled to claims against insurers or other third parties due to damage, reduction, loss or destruction of goods subject to retention of title or for other reasons, the contracting party undertakes here and now to assign these to us with all ancillary rights.
4.10 The contracting party shall be obliged to notify us immediately in the event of seizures, attachments, other dispositions or interventions by third parties with regard to the reserved goods, so that we can file a third-party action in accordance with §°771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse the court or out-of-court costs incurred by us for an action pursuant to § 771 ZPO, the contractual partner shall be liable for the loss incurred by us.
4.11 Breaches of duty by the contractual partner, in particular default in payment, shall entitle us to withdraw from the contract and to demand the return of the products after the unsuccessful expiry of a reasonable deadline for performance set for the contractual partner. This shall not affect the statutory provisions on the dispensability of setting a deadline. In this case, the contractual partner shall be obliged to surrender the products immediately.
4.12 We undertake to release the securities to which we are entitled at the request of the contracting party to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released shall be incumbent upon us.

5. Place of performance and jurisdiction

5.1 Unless otherwise agreed in the order confirmation, the place of performance for our deliveries and subsequent performance shall be the respective place of production of the products at the production plant at August-Horch-Str. 7, 08141Reinsdorf, /Germany or at the production plant at Spuiweg 28, 5145 NE Waalwijk, /Netherlands; Reinsdorf shall be deemed the place of performance for payment.
5.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with these GTCS or their validity shall be Zwickau. However, we shall also be entitled to assert claims at the registered office of the contractual partner.
5.3 German law shall apply exclusively, to the exclusion of the conflict of laws provisions of private international law, to the extent legally permissible. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.4.1980 is excluded.

6. Delivery and delivery times

6.1 Unless otherwise agreed in the order confirmation, delivery shall be made FCA "Free Carrier", Incoterms 2020 (or a more recent applicable version, if any), by collection by the contracting party from our production plant at August-Horch-Str. 7, 08141Reinsdorf, /Germany or at Spuiweg 28, 5145 NE Waalwijk, /Netherlands, as specified in the order confirmation. Other Incoterms are to be agreed individually and in writing in our order confirmation.
6.2 The delivery times shall be agreed individually in each case and specified by us in our order confirmation. We shall make all commercially reasonable and appropriate efforts to comply with the delivery dates and periods specified by us. The delivery time stated by us in the order confirmation shall always be deemed to have been agreed only approximately, unless we have expressly promised or agreed in writing to a fixed period or a fixed date as binding in the order confirmation.
6.3 Compliance with any separately and bindingly agreed delivery dates shall be subject to correct and timely delivery by our upstream suppliers. We shall not be responsible for any delays resulting therefrom.
6.4 Any binding delivery periods and deadlines to be met by us shall be deemed to have been met upon notification of readiness for dispatch.
6.5 Our compliance with any separately and bindingly agreed delivery dates shall be subject to the timely receipt of all documents and information to be provided by the contractual partner for the performance of the service as well as the fulfillment of the contractual obligations, in particular compliance with the agreed terms of payment. If these preconditions are not met in due time and properly, the periods and dates shall be extended appropriately, without prejudice to our further rights, but at least by the period during which the contractual partner fails to meet its obligations.
6.6 After notification of readiness for shipment, the contracting party shall be obliged to collect the products from the production plant specified in the order confirmation within two (2) working days.
6.7 We shall be entitled to make a partial delivery, provided that this is reasonable for the contractual partner.
6.8 If the products are not collected, not collected on time or not collected in full, we shall be entitled to remove the products from storage with an external carrier of our choice at the expense and risk of the contractual partner. The removal from storage shall take place in consideration of the order volume and the available storage capacities; as a result, the storage costs incurred may also vary, which we shall invoice to the contractual partner. The products shall be deemed to have been accepted upon expiry of two (2) working days after notification of readiness for dispatch.
6.9 Claims for damages by the contracting party due to delay in delivery in the case of any delivery dates agreed as binding shall be excluded. This shall not apply (i) insofar as liability is mandatory, (ii) in cases of intent, gross negligence or (iii) due to injury to life, body or health or (iv) in the event of a breach of an essential contractual obligation (cardinal obligation). Material contractual obligations are obligations the fulfillment of which is a prerequisite for the proper performance of the contract and compliance with which the contractual partner regularly relies on and may rely on. Withdrawal by the contractual partner within the framework of the statutory provisions shall only be possible if the statutory requirements for this are met.
6.10 At our request, the contracting party shall be obliged to declare within a reasonable period of time whether it withdraws from the contract due to the delay in delivery or insists on the delivery.
6.11 If the products are not collected by the contracting party within the agreed period, we shall be entitled to charge the contracting party an appropriate storage fee for each month or part thereof.

7. Force majeure

7.1 All unforeseeable and extraordinary events, in particular pandemics, epidemics, war, sanctions, embargoes, strikes, lockouts, operational disruptions and similar events, for which we or our

suppliers are not responsible, shall release us from the performance of the contractually assumed delivery obligations for the duration of their occurrence; however, we shall be obliged to notify the contractual partner within 10 working days if we invoke a circumstance that releases us from performance.

8. Transfer of risk and acceptance

8.1 Irrespective of any agreed Incoterms deviating herefrom, the risk shall pass to the contractual partner at the latest upon expiry of two (2) working days after we have notified the contractual partner that the products are ready for dispatch and have made them available at the place of production.
8.2 Transport damage must always be reported by the contracting party to the carrier commissioned, irrespective of the agreed Incoterms; any transport damage incurred shall be settled solely between the contracting party and the carrier or forwarder. Transport damage must be confirmed in writing by the carrier upon receipt of the product.
8.3 If delivery is delayed for reasons for which the contracting party is responsible or if the contracting party is in default of acceptance, the risk shall nevertheless pass to the contracting party at the point in time specified in clause 8.1.
8.5 Even if an Incoterm other than FCA has been agreed in the order confirmation, the contracting party shall wait for and unload the consignment, otherwise, at our discretion, unloading, stacking, storage or return transport shall take place at the expense and risk of the contracting party. Waiting times shall be borne by the contract partner.
8.6 The contracting party shall be obliged to comply with its statutory obligations to inspect and give notice of defects. The contractual partner shall inspect the products for defects, transport damage or deviations in terms of identity or quantity. In the case of products intended for installation or other further processing, the inspection must in any case take place immediately before processing or installation. If a defect becomes apparent upon delivery, inspection or at any later time, the contractual partner shall notify us thereof in writing without delay. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects that are not apparent during the inspection must be reported within the same period of time after discovery.
8.7 The contracting party may not refuse acceptance of deliveries due to insignificant defects, unless the defects are undisputed or legally established.
8.8 The return of products without withdrawal by the contracting party is excluded.

9. Material defects

9.1 The statutory provisions shall apply to the rights of the contractual partner in the event of material defects and defects of title, unless otherwise stipulated below.
9.2 If the delivered item is defective, we shall provide subsequent performance at our discretion either by repair or by replacement delivery. Subsequent performance by us shall be effected within reasonable periods of time, whereby at least a period equal to the length of the original delivery period shall be reasonable for the first attempt at subsequent performance. We shall be entitled to make the subsequent performance owed dependent on the contractual partner paying the purchase price due, whereby the contractual partner shall be entitled to retain a reasonable part of the purchase price in relation to the defect.
9.3 The limitation period for material defect claims shall be 2 years from the transfer of risk. The statutory provisions on suspension of expiry, suspension and recommencement of the periods shall remain unaffected.
9.4 If the contracting party fails to properly inspect the goods and/or give notice of defects in accordance with clause 8.6, our warranty and liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

9.5 In the event of a notice of defect, the contracting party may withhold payments only if the contracting party's claim has been finally adjudicated or is undisputed. Payments may also only be withheld to an extent that is in reasonable proportion to the material defects that have occurred.
9.5 If the notice of defect is unjustified, we shall be entitled to demand reimbursement from the contracting party for the expenses incurred by us, unless the contracting party knew or could have known that there was actually no defect.
9.6 We shall first be given the opportunity to remedy the defect within a reasonable period of time. The products complained about shall be handed over to us for inspection purposes at our request. If the defective product is repaired by the contractual partner or a third party without prior setting of a deadline and our express consent (self-remedy of defects), we shall be released from liability for defects. We shall not assume the scope and costs of the contractual partner's own rectification work.
9.7 We do not assume any warranty for damage caused as a result of the following reasons: (i) unsuitable or improper use, (ii) faulty assembly or commissioning by the contractual partner or third parties, (iii) natural wear and tear, (iv) faulty or negligent handling, (v) unsuitable operating materials or replacement materials, (vi) defective construction work, (vii) unsuitable building ground, (viii) chemical, electrochemical or electrical influences. The above grounds for exclusion shall not apply if they are attributable to our fault. Our warranty shall also be excluded in the event of defects arising as a result of modifications or repair work carried out by the contractual partner or third parties, which are carried out improperly without our prior consent.
9.8 If the reasonable deadline set by the contractual partner for subsequent performance has expired unsuccessfully or if this is dispensable according to the statutory provisions, the purchaser may withdraw from the purchase contract or reduce the purchase price according to the statutory provisions. For the dispensability of setting a deadline as a result of the failure of subsequent performance, at least two attempts to remedy the defect shall be deemed to have been agreed. In the case of an insignificant defect, however, there shall be no right of withdrawal. The contractual partner may only withdraw from the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty.
9.9 Claims for defects shall not exist in the event of only insignificant impairment of usability or natural wear and tear.
9.10 Excluded are claims of the contracting party for expenses incurred for the purpose of supplementary performance, in particular transport, travel, labour and material costs, insofar as the expenses increase because the product of the delivery has subsequently been taken to a place other than the branch office of the contracting party, unless the transfer is in accordance with its intended use.
9.11 The contracting party's right of recourse against us pursuant to § 445a of the German Civil Code (BGB) shall only exist to the extent that the contracting party has not entered into any agreements with its contracting party that go beyond the statutory claims for defects at our expense. Section 9.10 shall apply mutatis mutandis to the scope of the contractual partner's right of recourse against us pursuant to Section 445a (1) BGB.
9.12 In all other respects, Section 10 (other claims for damages) shall apply conclusively to claims for damages as a result of defects. Further or other claims of the contractual partner against us and our vicarious agents due to a material defect are excluded.

10. Claims for damages

10.1 Excluded are claims for damages and reimbursement of expenses of the contractual partner, irrespective of the legal basis, in particular due to breach of duties arising from the contractual obligation and from tort.
10.2 This shall not apply (i) insofar as we are subject to mandatory liability, for example under the Product Liability Act, (ii) in cases of intent, gross negligence, (iii) due to injury to life, body or health, (iv) in the event of fraudulent concealment of a defect or (iv) due to the breach of material contractual

obligations. In the event of a breach of material contractual obligations, however, the claim for damages shall be limited to the foreseeable damage typical for the contract, unless caused by intent or gross negligence or based on liability for injury to life, body or health. A change in the burden of proof to the disadvantage of the contractual partner is not associated with this.
10.3 These claims for damages/expenses of the contractual partner shall become statute-barred upon expiry of the limitation period applicable to claims for material defects pursuant to Section 9.3. In the case of claims for damages under the Product Liability Act, the statutory limitation provisions shall apply.
10.4 The exclusion of the claim for damages shall also cover consequential damages from defective software and data sets.
10.5 Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our executive bodies, legal representatives, employees, staff and vicarious agents.

11. Third-party beneficiaries, prohibition of assignment

Third party rights shall not be established. The assignment of rights, claims and demands by the contractual partner requires our prior written consent.

12. Partial ineffectiveness

Should any provision of these terms and conditions and the further agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. We and the contractual partner undertake to negotiate in good faith on a provision replacing the invalid provision. This shall apply accordingly in the event of a loophole.

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