

I. Scope of Application, Contract Formation, Terms of Contract

1. These General Terms and Conditions of Sale ("GTC") govern the sale of products ("Products") and, as the case may be, the provision of associated services ("Services") by 4JET Technologies GmbH ("4JET") to any entity operating as a business which places an order for such Products and/or Services ("Customer"). The general terms and conditions of Customer shall only apply if 4JET confirms their applicability in writing.
2. Offers and quotations made by 4JET are non-binding. A binding contract ("Contract") is concluded when (i) 4JET issues a written acceptance of Customer's order ("Order Confirmation"), or (ii) in the absence of an Order Confirmation, if and when the Products and/or Services are delivered.
3. These GTC constitute, along with the Order Confirmation, the entire Contract between 4JET and Customer with respect to the sale of Products and the provision of Services.
4. Any changes, alterations, amendments or additions to the Contract shall not be binding unless such changes, alterations, amendments or additions have been accepted in writing by Customer's and 4JET's respective duly authorized representatives.
5. These GTC may be modified from time to time by 4JET, by written notice to Customer. Such modifications shall be binding upon Customer with respect to all purchase orders placed after the date of such notification.
6. For the purpose of these GTC and compliance with written-form requirements it is sufficient for communications to be sent by fax or email.

II. Delivery, Risks and Title Transfer

1. Unless otherwise provided in 4JET's Order Confirmation, this is an ExWorks (Incoterms® 2020) 4JET's premises delivery (hereinafter "Delivery").
2. All risks associated with the Products shall transfer to Customer upon Delivery.
3. Unless Delivery date of the Products / time of performance of the Services has been explicitly agreed as binding between Customer and 4JET in writing, such date is set forth in the Order Confirmation for indicative purposes only ("Projected Date of Delivery"). For the sake of clarity, if the Projected Date of Delivery is not met, Customer shall have no right to cancel the Contract and 4JET's liability for delay shall be excluded. Delivery of Products/ performance of Services is subject to the full and timely performance of all obligations of the Customer that are essential for the Delivery of the Products and/or the performance of the Services by the Projected Date of Delivery, including but not limited to the receipt of an agreed down payment, the receipt of required authorizations and the timely and complete receipt by 4JET of the relevant supplies.
4. If Delivery of Products is unduly postponed at the request of Customer or due to Customer's delay or failure to collect the Products, Customer shall reimburse 4JET for any extra costs incurred such as, without limitation, storage costs.
5. Retention of Title
 - 5.1. Title to the Products delivered by 4JET shall pass to Customer upon receipt of full payment of the purchase price of these Products. If 4JET withdraws from the contract pursuant to statutory provisions, in particular if Customer fails to make payment for the Products when payment is due, 4JET is entitled to reclaim the Products and to resell them.
 - 5.2. As long as title to the Products belongs to 4JET, Customer is obliged to maintain the Products with due care. Customer shall notify 4JET without undue delay of any seizure of the Products or other intervention by third parties affecting the Products, and of any loss, damage or destruction.
 - 5.3. Customer shall be entitled to resell the Products in the ordinary course of business, provided that Customer is not in default of payment. Customer shall not be entitled to use the Products as security for claims of third parties.

Customer hereby assigns to 4JET all receivables arising from the resale of the Products delivered by 4JET to Customer; 4JET hereby accepts such assignment. Customer shall remain revocably authorized to collect such receivables in the ordinary course of business. 4JET shall be entitled to revoke such authorization at any time for good cause. In the event of Customer's default in payment, 4JET shall be entitled to collect the assigned receivables itself. At 4JET's request, Customer shall disclose the assignment to the respective third-party debtor and shall provide 4JET with all information necessary for the collection of the assigned receivables.

5.4. If the Products are modified or converted by Customer, Customer shall act on behalf of 4JET. If other goods are combined with the Products delivered, 4JET holds joint title proportionate to the value of the Products as compared with the value of the other goods. In addition, with regard to the modified or converted goods, the same rules shall apply as in case of the sale of the Products to third parties, however, the assignment of the receivables from a sale of those goods shall be limited to the co-owned fraction.

III. Pricing, Payment Terms, Payment Delays and Defaults

1. Prices include 4JET standard packaging. Prices are net prices. Any VAT, sales, use or similar taxes (including withholding taxes but excluding tax on 4JET's net income) arising from the sale of Products and/or the performance of Services shall be borne by Customer.
2. 4JET shall be entitled to invoice Customer on the earlier of the date of Delivery, the date when 4JET notifies Customer that it is ready to ship or the date of shipment of the Products and, with respect to Services, on the date of performance of the Services.
3. Unless otherwise provided in 4JET's Order Confirmation, payment shall be made in euro and shall be due and payable within thirty (30) days after the date of 4JET's invoice. 4JET reserves the right to make Deliveries and Services conditional upon concurrent payment (Zug-um-Zug-Zahlungen).
4. Failure to pay an outstanding invoice when due entails, without any notice, the following consequences: Customer automatically falls into default as soon as the respective deadline for payment expires. During default, interest shall accrue at the applicable statutory default interest rate. 4JET is also entitled to the standard default amount pursuant to section 288 paragraph 5 sentence 1 German Civil Code. 4JET reserves the right to assert claims for any further default losses. In business with entrepreneurs this has no effect on 4JET's statutory entitlement to interest.

IV. Warranty

1. Customer is a professional, having full knowledge of the Products and their use. Customer relies on its own skill and judgement as to suitability of the Products for any particular purpose, including but not limited when Products are adapted, designed, manufactured according to design and/or specifications provided directly or indirectly by Customer.
2. Unless these GTC provide otherwise or specify additional terms, the relevant statutory provisions shall govern Customer's rights in the case of defects in quality or defects in title.
3. The Products delivered to Customer pursuant to this Contract shall conform to the specifications referred to in the Order Confirmation and if none, shall comply with the specifications published in 4JET's data sheets in effect on the date of Order Confirmation. Unless otherwise agreed, 4JET does not warrant that the Products are fit for a particular purpose, for normal use, or that the Products are of a quality that is customary for Products of the same type and can be expected by Customer. Public statements, recommendations, delivery of any sample or prototype, sale or marketing materials, customs, trade practices, or advertising by 4JET do not constitute a contractual quality of the Products and Services. With regard to Services, 4JET only warrants that it shall perform the Services in a reasonably professional and diligent manner.
4. 4JET is not liable for any defects and claims due to defects arising from specifications and designs provided by Customer.

5. 4JET is not liable for defects and claims due to defects if Customer or any third party not authorized by 4JET modifies, alters or repairs the Product and/or fails to store, install, operate, use, service or maintain the Products in a manner consistent with 4JET's manuals and instructions and/or good workmanship, prevailing industry standards and/or applicable law, unless Customer proves that any such event is not the cause for the defect.

6. The specifications do not constitute any guarantee giving rise to claims exceeding the warranty provided for by law in case of defects. Any guarantee by 4JET must be in writing.

7. Customer must inspect the Products and Services promptly after Delivery or performance and must notify any non-conformity promptly in writing to 4JET. The requirement of prompt notification shall be deemed satisfied if a notice of defects is sent, at the latest, within ten (10) calendar days of Delivery or, if the defect could not be discovered upon due inspection, at the latest within three (3) days after the defect is identified. Otherwise, Customer's claims due to defects shall be excluded.

8. Customer must return any Products reported defective at 4JET's request accompanied by 4JET's Return Material Authorization form, initially at Customer's expense. If the reported defect is legitimate, 4JET will reimburse Customer for the costs of the cheapest shipping method, the foregoing shall not apply if the shipping costs are increased because the Products are located somewhere other than the place of contractually agreed use. Subsection 9 below remains unaffected.

9. In any event, Customer must allow 4JET the time and the opportunity needed to examine warranty and other complaints and to remedy defects; in particular it must make the Products concerned as well as all relevant records and data available for such purposes.

10. In case of a defect, 4JET shall, at its discretion, cure the defect either by repair or by supply of a defect-free Product as replacement, or, in case of Services by repeating any/all parts of the Services affected. In the event of replacement, Customer must return the Product requiring replacement in accordance with the relevant statutory provisions.

11. Inspection, cure and subsequent performance ("Nacherfüllung") do not include the removal of the defective item or the installation of the defect-free item if 4JET was not originally obliged to install the Product.

12. If Products are replaced during the warranty period, only the remainder of the warranty period shall apply to the replaced Products.

13. If it is not possible to effect subsequent performance (Nacherfüllung) or if the attempt to subsequent performance (Nacherfüllung) is unsuccessful, or if the reasonable period for effecting subsequent performance (Nacherfüllung) has expired without result or can be dispensed with according to statute, Customer may, at its discretion, rescind the purchase contract. However, there is no right of rescission in the case of minor defects.

14. Claims for damages other than those governed by section VI. of these GTC are excluded.

15. Defect claims shall become time-barred after twelve (12) months from the transfer of risk. The same applies to legal defects. This shall not apply in case of fraudulent concealment of a defect, absence of a guaranteed quality, the assumption of procurement risks, willful or negligent breaches of a duty which resulted in injury to life, body or health, willful or grossly negligent breaches of duty, which resulted in other loss or damage, strict liability of 4JET for loss or damage particularly under the German Product Liability Act (Produkthaftungsgesetz). In such cases the statutory limitation periods shall apply. Special statutory regulations on the statute of limitations remain unaffected.

V. Intellectual Property

1. All intellectual and industrial property (together "Intellectual Property") rights existing or coming into existence due to the design, manufacture and marketing of the Products and/or the performance of the Services by or for 4JET shall be owned by 4JET.

2. With regard to third-party Intellectual Property rights, 4JET solely warrants subject to this clause V that the manufacture of the Products by 4JET and the specifications of the Products are free from third-party Intellectual Property rights in the countries of the European Union. The parties will notify each other promptly in writing if they are sued for infringement of any such rights.

Claims for infringement of third-party Intellectual Property rights are excluded if the infringement was due to (i) the use of Products in practice as a part of or in conjunction with any other products/devices, parts, processes or methods of Customer; (ii) instructions and requirements (regarding, inter alia, the specifications or design) laid down by Customer; (iii) the use of the Products by Customer or its customers in practice in a manner inconsistent with the Contract or specifications; (iv) any unauthorized modification of the Products; (v) a use of the Products after receiving notice of an (alleged) infringement of third-party Intellectual Property rights.

In the event the Products are finally determined by the applicable court of law to infringe the Intellectual Property rights of any third party, 4JET will, at its election and expense, modify or replace the Products such that they no longer infringe third-party rights but still continue to function and operate as the Products originally would have (i.e. if they had not infringed third-party Intellectual Property rights), or obtain license enabling Customer to use the Products. If 4JET is unable to do either of these things within a reasonable time, Customer may rescind the Contract or claim a reasonable reduction of the purchase price.

If 4JET delivers Products of other manufacturers or suppliers and such Products infringe third-party Intellectual Property rights, 4JET will, at 4JET's discretion, sue the relevant manufacturer or supplier for Customer, or assign its respective claims to Customer.

Claims for damages other than those governed by clause VI of these GTC are excluded

3. Customer shall indemnify and hold harmless 4JET, its affiliates, officers, employees, agents, successors, directors, shareholders, and assignees ("4JET Indemnitees") from and against any and all losses, claims, demands, liabilities, damages, judgements, penalties, costs and expenses (including attorney and accounting fees) that 4JET Indemnitees may incur as a result of (i) Customer's failure to perform Customer's obligations hereunder and/or (ii) an assertion or claim that Customer's use or modification of a Product or the sale of any product produced by Customer using a Product, or a Product manufactured to Customer's designs or specifications or specifically designed by 4JET or its supplier to meet Customer's requirements infringes, violates or otherwise misappropriates any third party's Intellectual Property or other proprietary right.

VI. Liability

1. Except in the following cases, 4JET excludes any liability for compensatory damages, irrespective of their legal basis, particularly damages in lieu of or in addition to performance, damages for culpable breach of the duty of good faith and fair dealing during contract negotiations (doctrine of culpa in contrahendo), impossibility, default or defects, damages in tort and damages for other direct or indirect loss:

- a) 4JET fraudulently concealed a defect;
- b) 4JET gave explicitly a guarantee for the properties and condition of the Products or accepted a procurement risk;
- c) 4JET or one of 4JET's legal or vicarious agents (Erfüllungsgehilfe) committed a willful or negligent breach of duty, which resulted in injury to life, body or health;
- d) 4JET or one of 4JET's legal or vicarious agents (Erfüllungsgehilfe) committed a willful or grossly negligent breach of duty, which resulted in other loss or damage;
- e) loss or damage arises from the negligent breach of material contractual duties, and such loss or damage is not already covered by a) to d) or f). Material contractual duties are duties which must necessarily be fulfilled to enable the proper performance of the

contract, and on whose compliance Customer would usually rely and be entitled to rely. However, in such cases 4JET's liability shall be limited to the loss or damage that was reasonably foreseeable at the time the contract was entered into; or

f) 4JET is strictly liable for loss or damage under statutory law, particularly including liability under the German Product Liability Act (Produkthaftungsgesetz).

2. To the extent the above provisions exclude or limit 4JET's liability, such exclusion or limitation shall also apply to the personal liability of 4JET's governing bodies, legal agents, employees and vicarious agents.

3. In any case, 4JET shall only be liable for direct damages and 4JET's liability is limited to the contract price of the Products giving rise to 4JET's liability.

4. 4JET is not liable for special, punitive, indirect or consequential damages and loss of profit, loss of capital and loss of production.

5. Customer shall notify 4JET promptly after Customer receives knowledge of any accident, or incident involving 4JET's Products which results in personal injury or damage to property. Customer shall fully cooperate with 4JET in the investigation and determination of the cause of such accident. Any investigation and determination of the cause shall not be interpreted as an assumption of any liability for such accident or incident by 4JET.

6. Limitation periods for claims for damages are subject to clause IV.15.

VII. Confidentiality

1. If Customer and 4JET have previously executed a non-disclosure agreement governing the transactions anticipated by these GTC (the "NDA"), then the NDA shall apply mutatis mutandis to the transactions undertaken pursuant to these GTC.

2. If no NDA exists, then Customer and 4JET each agree that:

(i) All information provided hereunder to one party by the other party, which the disclosing party has designated in writing as being confidential, will be kept confidential by the receiving party using the same standard of care the receiving party uses to protect its own confidential information, though not less than a reasonable standard of care; and shall not be sold to or disclosed in any other manner to any third party by the receiving party; and shall only be used by the receiving party for the purpose of performing its obligations hereunder. The preceding sentence shall not apply to:

(a) information which at the time of disclosure hereunder is in the public domain; (b) information which after disclosure hereunder is published or otherwise becomes part of the public domain through no fault of the receiving party; or (c) information which the receiving party can document through written records as having been in its possession at the time of its disclosure.

(ii) Legal obligations or obligations imposed by a governmental or regulatory authority to disclose information remain unaffected; to the extent allowed under applicable law, the receiving party shall inform the disclosing party before disclosing confidential information on that ground, will furnish only that portion of the confidential information which is legally required, and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the confidential information.

(iii) Customer will not attempt to reverse engineer, deconstruct or in any way determine the structure or composition of any products, samples or prototypes provided by 4JET.

3. The obligations under this clause shall survive for a period of five (5) years from Delivery of the Products or provision of the Services, whichever is later.

VIII. Export Licensing

Fulfillment of the Contract by 4JET is expressly conditional upon the following: (i) any and all required licenses, authorizations and/or formalities under applicable export and sanctions regulations have been granted/fulfilled; (ii) there are no impediments to 4JET's performance arising from any applicable export and/or sanctions

regulations; and (iii) Customer warrants the Products will not be exported, re-exported, or transferred by Customer unless such export, re-export, or transfer complies fully with all applicable export and sanctions regulations. Customer agrees to indemnify 4JET from and against any claims, costs, penalties, fines, or other direct or indirect losses incurred by 4JET as a result of Customer's failure to comply with this clause, and 4JET shall have no liability of any kind to Customer under the Contract in the event 4JET is unable to perform due to the failure of one or more of the foregoing conditions.

IX. Force Majeure

If 4JET's performance is prevented, restricted or interfered with due to events that constitute a substantial impediment to the performance such as inclement weather, fire, flood, earthquake or other natural disasters, strikes, lock-outs, governmental acts, civil disorder, terroristic acts, disruptions of business or transport, shortage of raw material or energy, cyberattacks, pandemic, communicable disease outbreak or epidemic, or any other cause not within the control of 4JET, 4JET shall be excused from such performance for the duration of such impediment plus an adequate start-up time. If the delays caused by such impediments exceed a period of ninety (90) days, either party shall have the right to rescind any order affected by such delays. The statement of rescission must be in writing. Unless otherwise provided by applicable mandatory law any right to claim compensation and/or indemnification shall be excluded.

X. Governing Law

This Contract shall in all respects be construed and operate as a German contract in conformity with German law, excluding any of its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply to the Contract.

XI. Dispute Resolution

Any dispute between the parties arising from the execution of or in connection with this Contract (including its existence, validity or termination) shall be submitted exclusively to the competent court of Aachen, Germany.

XII. Contract Suspension and/or Termination

If Customer is in default of any material provision of this Contract (including the failure to i) make any payment when due or ii) purchase the agreed upon quantity of Products), then 4JET may suspend its performance under the Contract until Customer cures the default. 4JET may also terminate the Contract as of right if Customer fails to cure the default within thirty (30) days upon receipt of a written notice from 4JET demanding remediation. The rights granted under this clause are in addition to any other rights, claims, remedies or damages that 4JET may have at law.

XIII. Miscellaneous

1. Other than any payment obligations, Customer may not assign or transfer any or all of its rights or obligations under the Contract without the prior written consent of 4JET.

2. The right of Customer to offset payment is restricted to counterclaims that are either undisputed or confirmed by a legally binding court order. Customer's right to withhold payment is restricted to counterclaims resulting from the Contract and can only be exercised if and when such counterclaims are either undisputed or confirmed by a legally binding court order.

3. If any provision of the Contract is held invalid or unenforceable, the remaining provisions shall not be affected thereby. The parties shall replace the invalid or unenforceable provision by a valid provision corresponding as close as possible to the legal and economic purpose of the invalid provision.

Effective Date: March 1, 2026