

General Terms and Conditions of Sale, Delivery and Services of NORWE ONE GmbH

Version 1.0 | As of: August 2026

1. Scope and Contractual Basis

1.1 These General Terms and Conditions of Sale, Delivery and Services (the "Terms") apply to all quotations, deliveries and services of NORWE ONE GmbH, Paulstraße 5, 51702 Bergneustadt, Germany ("NORWE") provided to entrepreneurs, legal entities under public law and special funds under public law.

1.2 These Terms apply exclusively. Any deviating, conflicting or supplementary terms and conditions of business, purchase or other terms of the Customer shall not form part of the contract, even if NORWE does not expressly object to them, performs without reservation or accepts payments. Such terms shall apply only if NORWE has expressly agreed to their applicability in text form.

1.3 These Terms also apply to all future transactions with the Customer.

1.4 Individual agreements and NORWE's order confirmation shall take precedence over these Terms. In all other respects, these Terms shall apply.

2. Quotations, Conclusion of Contract and Scope of Performance

2.1 NORWE's quotations are subject to change and non-binding unless expressly designated as binding or unless they specify a binding period.

2.2 Orders placed by the Customer constitute a binding offer to enter into a contract. NORWE may accept such offer within 14 days by issuing an order confirmation, making delivery or commencing performance.

2.3 The nature, scope and quality of the performance owed shall be determined exclusively by NORWE's order confirmation and the specifications expressly incorporated therein.

2.4 Product information, illustrations, samples, technical data, material specifications, drawings, weights, dimensions and other information shall constitute an agreed quality only if NORWE has expressly confirmed them as binding. Guarantees shall be assumed only by an express declaration using the term "Guarantee".

2.5 Technically necessary or expedient modifications remain permissible provided they do not materially impair the agreed function and are reasonable for the Customer.

2.6 Information provided by material manufacturers, suppliers or other third parties, including in particular material data sheets, approvals, certificates and technical characteristics, does not constitute a guarantee or an independent undertaking by NORWE as to quality unless expressly agreed otherwise.

3. Customer Specifications and Technical Responsibility

3.1 The Customer is responsible for the accuracy, completeness and suitability of all specifications, drawings, CAD data, samples, materials, tolerances, testing requirements and other requirements provided by it.

3.2 NORWE is not obliged to examine the Customer's specifications for suitability for the Customer's intended use unless such examination has been expressly agreed. NORWE will, to the extent reasonable, notify the Customer of any material concerns that are apparent to NORWE.

3.3 Selection, testing, validation and approval of a product for the Customer's specific application are the Customer's responsibility unless NORWE has expressly assumed responsibility for application-specific development or design.

3.4 Prior to conclusion of the contract, the Customer shall expressly notify NORWE of any applications in which product failure could create substantial risks to life, health or the environment or cause substantial property or financial damage, in particular safety-critical, medical, aerospace or comparable applications.

3.5 If the Customer fails to provide information required under Section 3.4, NORWE shall, subject to Section 13, not be liable for damage arising specifically from the undisclosed special use. To the extent permitted by law, the Customer shall indemnify NORWE against third-party claims based thereon.

4. Intellectual Property Rights, Documents and Know-how

4.1 All rights in quotations, calculations, drawings, CAD data, designs, samples, models, testing concepts, manufacturing processes, software, technical documentation and other know-how developed or provided by NORWE shall remain with NORWE.

4.2 The Customer shall receive only those rights of use required for the contractual use of the products delivered or services provided. Ownership, copyright, patent, design, inventor or other intellectual property rights shall be transferred only pursuant to an express agreement.

4.3 Documents, data and other information of NORWE may not, without NORWE's prior consent, be reproduced, disclosed to third parties, used for tenders, reverse-engineered or used for manufacture by third parties.

4.4 If the Customer provides drawings, data, samples or other specifications, it is responsible for ensuring that their contractual use does not infringe third-party rights. The Customer shall indemnify NORWE against resulting third-party claims, including reasonable legal defence costs, to the extent the Customer is responsible for the infringement.

5. Changes / Change Requests

5.1 Changes after conclusion of the contract, in particular regarding design, specification, drawing, material, tolerances, testing requirements, quantities, packaging, documentation or delivery dates, require NORWE's consent.

5.2 Each requested change entitles NORWE to carry out a new technical, scheduling and commercial assessment.

5.3 Additional expenditure caused by changes, in particular for engineering, design, tooling elements, material, scrap, testing, documentation, procurement or production changes, shall be charged additionally.

5.4 Delivery and performance periods shall be extended by a reasonable period reflecting the time caused by the changes and their assessment, including any required re-procurement, approval and production lead times.

5.5 Until agreement has been reached on the effects of a change, NORWE is entitled to suspend the affected performance.

6. Prices

6.1 Unless otherwise agreed, prices are EXW NORWE plant, Bergneustadt (Incoterms® 2020), plus packaging, transport, insurance, customs duties, charges and statutory value added tax.

6.2 Prices are based on the material cost factors existing at the time the contract is concluded, in particular material, energy, personnel, procurement, transport, customs and third-party service costs.

6.3 For deliveries or services contractually scheduled to take place more than four months after conclusion of the contract, NORWE is entitled to adjust the price reasonably to the extent the costs relevant to the calculation change after conclusion of the contract. Cost reductions shall be taken into account accordingly.

6.4 Prices are based on the agreed quantities, specifications, batch sizes and call-off structures. Changes may trigger a recalculation.

6.5 In the case of customer-specific production, technically necessary over- or under-deliveries of up to 10% of the ordered quantity are permissible to the extent reasonable for the Customer. The quantity actually delivered shall be invoiced.

7. Payment and Security

7.1 Unless expressly agreed otherwise, invoices are due for payment without deduction within 7 calendar days of receipt of the invoice.

7.2 No cash discount shall be granted unless expressly agreed.

7.3 NORWE is entitled, in particular in the case of new customers, customer-specific products, tooling elements, increased material requirements or credit risks, to require advance payment, instalment payments or appropriate security.

7.4 In the event of default in payment, the statutory default interest and statutory lump-sum default compensation shall apply. NORWE reserves the right to claim further loss caused by the default.

7.5 In the event of default in payment, substantial doubts as to solvency, cessation of payments, an application to open insolvency proceedings or a material deterioration in the Customer's financial position, NORWE is entitled to withhold outstanding deliveries and services and to require advance payment or appropriate security. If a

reasonable period set for providing security expires without success, NORWE may rescind or terminate the contract.

7.6 The Customer may set off only counterclaims that are undisputed, finally adjudicated or ready for decision. Rights of retention may be exercised only in respect of claims arising from the same contractual relationship.

7.7 Invoices, credit notes and other billing documents may be transmitted electronically to the extent permitted by law. The Customer shall notify NORWE of a suitable electronic channel for receiving electronic invoices, ensure that such channel remains accessible and notify NORWE without undue delay of any changes. Statutory requirements governing electronic invoicing and permissible transmission formats remain unaffected.

7.8 Payments shall be made so that the full invoiced amount due is credited to NORWE. Deductions caused by the Customer, in particular due to currency conversion, international payment transactions or payment service providers engaged by the Customer, shall be borne by the Customer unless mandatory statutory provisions governing the allocation of charges for payment transactions provide otherwise.

7.9 If a payment is insufficient to discharge all due claims and the Customer does not make an effective allocation of payment when making the payment, the payment shall first be applied to costs, then to interest and thereafter to the oldest due principal claim; where several claims are of equal age, the statutory rules on allocation of payments shall apply additionally.

8. Tooling Elements and Manufacturing Equipment

8.1 Customer-specific tooling elements developed, manufactured or procured by NORWE for the performance of Customer orders, in particular mould inserts, inserts, loading and set-up elements, shall remain in NORWE's ownership and possession unless expressly agreed otherwise. Items demonstrably owned by the Customer and merely provided to NORWE shall remain the Customer's property.

8.2 Any full or partial contribution by the Customer to the cost of tooling elements shall not establish any ownership or co-ownership of the Customer in the respective complete tool or in moulds, master moulds, tool holders, frames, standard components, machines, fixtures or other manufacturing equipment of NORWE.

8.3 In particular, a contribution to costs does not give rise to any claim for surrender or transfer of the complete tool or of moulds, tool assemblies, tool holders, standard components, frames, master moulds, fixtures, programs, manufacturing data, drawings, CAD data, design documentation, manufacturing parameters or any other production, process or manufacturing know-how of NORWE.

8.4 Where NORWE holds customer-specific tooling elements for a Customer, such elements shall generally be used exclusively for that Customer's orders unless otherwise agreed.

8.5 Unless otherwise agreed, costs for customer-specific tooling elements are due 50% upon placement of the order and 50% upon provision of the initial samples.

8.6 Following the end of the last series production, customer-specific tooling elements shall generally be retained for two years without a separate storage charge for a possible resumption of production. NORWE may charge separately for any storage, maintenance, repair, modification, inspection or recommissioning beyond this period.

8.7 After expiry of the retention period, NORWE is entitled, following reasonable prior notice, to remove from stock or dispose of customer-specific tooling elements unless otherwise agreed.

8.8 Rights of ownership, intellectual property rights, rights of use or rights to surrender in favour of the Customer shall arise only if and to the extent expressly agreed.

9. Delivery, Deadlines and Customer Cooperation

9.1 Delivery and performance periods shall not commence until all technical and commercial matters have been clarified, all required documents, data, samples and approvals have been provided in full and agreed advance payments or security have been furnished.

9.2 Delivery dates are binding only if NORWE has expressly confirmed them as binding.

9.3 If the Customer delays required cooperation, approvals, decisions or payments, agreed deadlines shall be extended at least by the duration of the delay plus a reasonable restart and scheduling period.

9.4 NORWE is entitled to make reasonable partial deliveries and render partial performance.

9.5 If the Customer is in default of acceptance, NORWE is entitled to store the goods at the Customer's cost and risk and to charge reasonable storage, handling and financing costs. Further rights remain unaffected.

10. Force Majeure and Other Impediments to Performance

10.1 NORWE shall not be liable for delays or failures to perform to the extent caused by events which NORWE cannot prevent or control despite exercising reasonable care.

10.2 Such events include, in particular, natural events, fire, war, terrorism, epidemics and pandemics, strikes, lockouts, government measures, embargoes, import or export restrictions, shortages of energy or raw materials, cyberattacks, significant IT, server, machine or tool failures, transport and supply-chain disruptions, and supplier failures or delays for which NORWE is not responsible.

10.3 Delivery and performance periods shall be extended for the duration of the impediment plus a reasonable restart period.

10.4 To the extent NORWE is unable to perform an obligation, or can do so only with disproportionate effort, due to a failure of self-supply for which NORWE is not responsible despite timely and proper procurement, NORWE shall be released from its obligation to perform for the duration of the impediment. This applies in particular where NORWE has entered into a corresponding covering transaction and, through no fault of its own, is not supplied or not supplied on time by the relevant supplier.

10.5 If an impediment lasts longer than three months or performance has become permanently impossible or commercially unreasonable, NORWE may rescind or terminate the contract with respect to the affected part of the performance. Consideration already received for performance that will definitively not be rendered shall be refunded.

11. Transfer of Risk and Shipment

11.1 Risk shall pass to the Customer upon handover of the goods to the forwarding agent, carrier or other transporter, but no later than when the goods leave the plant.

11.2 If shipment is delayed for reasons attributable to the Customer, risk shall pass to the Customer upon notification that the goods are ready for shipment.

11.3 Transport insurance shall be taken out only at the Customer's express request and expense.

12. Rights in the Event of Defects

12.1 The Customer shall duly inspect the goods without undue delay after delivery and shall specifically notify NORWE in text form of any apparent defects without undue delay. Latent defects shall be notified without undue delay after discovery. Section 377 of the German Commercial Code (HGB) remains unaffected.

12.2 The Customer shall give NORWE the opportunity to inspect the products complained of and the cause of the damage and, upon request, shall make available to NORWE the parts complained of that are required for inspection or subsequent performance. Without NORWE's prior consent, products complained of may not be modified, reworked, destroyed or returned, to the extent reasonable for the Customer.

12.3 In the event of a justified defect, NORWE shall initially have the right to subsequent performance, at its option, by repair or replacement delivery.

12.4 Self-remedy, sorting, reworking, replacement, recall or other measures by the Customer or third parties at NORWE's expense generally require NORWE's prior consent. This shall not apply in demonstrably urgent cases in which prior coordination is objectively impossible or unreasonable; NORWE must then be informed without undue delay.

12.5 No claims for defects shall exist to the extent a defect or damage is caused, in particular, by unsuitable use, natural wear and tear, incorrect assembly or processing by the Customer or third parties, unsuitable storage, excessive chemical, thermal, electrical or mechanical stress, or materials, designs, drawings or specifications stipulated by the Customer, and NORWE is not responsible for the cause.

12.6 Expressly agreed drawings, specifications and technical standards shall take precedence in determining dimensional, geometric and other tolerances.

12.7 The limitation period for claims for defects is 12 months from delivery or, where acceptance has been agreed, from acceptance. This shall not apply where longer limitation periods are mandatory by law, in particular in cases of fraudulent concealment, an expressly assumed guarantee or mandatory statutory recourse claims.

13. Liability

13.1 NORWE shall have unlimited liability in cases of intent, for damage arising from injury to life, limb or health, under mandatory statutory liability provisions, in particular the German Product Liability Act (Produkthaftungsgesetz), and to the extent of any guarantee expressly assumed.

13.2 In cases of gross negligence, NORWE shall be liable in accordance with the statutory provisions.

13.3 In cases of ordinary negligence, NORWE shall be liable only for breach of a material contractual obligation, the fulfilment of which is essential for proper performance of the contract and on compliance with which the Customer may regularly rely. In such case, liability shall be limited to the damage that was foreseeable at the time the contract was concluded and is typical for this type of contract.

13.4 Unless otherwise provided in Sections 13.1 to 13.3, NORWE's liability is excluded.

13.5 To the extent NORWE is liable under Section 13.3, claims for loss of profit, production downtime, business interruption, loss of use, financing costs, loss of orders or customers, indirect loss and consequential loss are excluded unless, in the individual case, such loss is to be regarded as a foreseeable consequence typical for the contract resulting from the breach of a material contractual obligation.

13.6 In cases of ordinary negligence, claims arising from loss of data are limited to the typical restoration costs that would have been incurred if proper and regular data backups had been made.

13.7 The limitations of liability apply accordingly for the benefit of NORWE's corporate bodies, legal representatives, employees, personnel and vicarious agents.

14. Retention of Title

14.1 NORWE retains title to all goods delivered until full payment of all present and future claims arising from the ongoing business relationship with the Customer ("Retained Goods").

14.2 The Customer may resell Retained Goods in the ordinary course of business. The Customer hereby assigns to NORWE, in advance, the claims against its customers arising from such resale up to the invoice value of the Retained Goods. NORWE accepts the assignment.

14.3 The Customer remains entitled to collect the assigned claims for as long as it duly meets its payment obligations. In the event of default in payment or a material deterioration in its financial position, NORWE may revoke the collection authorisation and require information concerning the assigned claims and the necessary documentation.

14.4 Any processing or transformation of the Retained Goods by the Customer shall always be carried out for NORWE. If the Retained Goods are processed, combined or mixed with items not belonging to NORWE, NORWE shall acquire co-ownership of the new item in the ratio of the invoice value of the Retained Goods to the value of the other items at the time of processing, combination or mixing. In all other respects, the same provisions as for the Retained Goods shall apply to the item thereby created.

14.5 If Retained Goods are combined with another item in such a way that they become an integral part of a new item, the Customer hereby assigns to NORWE, by way of security, any remuneration claims arising against third parties up to the invoice value of the Retained Goods.

14.6 Until title passes, the Customer shall treat the Retained Goods with due care and, at its own expense, adequately protect them against customary risks, in particular loss and damage. NORWE must be notified without undue delay of any attachment, seizure, damage, loss or other third-party access to Retained Goods or assigned claims. The Customer shall provide NORWE without undue delay with all information and documents required to protect NORWE's rights.

14.7 Upon request, NORWE shall release security interests to the extent their realisable value sustainably exceeds the secured claims by more than 10%. NORWE shall select the security interests to be released.

14.8 Enforcement of the retention of title and surrender of the Retained Goods shall be governed by the statutory requirements.

15. Call-off Orders, Forecasts and Material

15.1 Call-off orders constitute a binding obligation of the Customer to take delivery of the entire quantity ordered. The entire ordered quantity must be called off within the agreed call-off period. Unless otherwise agreed, the maximum call-off period is twelve months from the order confirmation.

15.2 Upon expiry of the call-off period, NORWE is entitled to deliver and invoice in full the remaining quantity not yet called off without any further call-off request. If the Customer fails to take delivery of the remaining quantity,

the statutory provisions on default of acceptance and Section 9.5 shall apply. NORWE's further rights remain unaffected.

15.3 Forecasts, demand plans, delivery schedules and other quantity estimates are non-binding and do not oblige NORWE to reserve material, personnel or production capacity unless expressly agreed otherwise.

15.4 If the Customer requests or causes material or capacity to be reserved, it shall bear the agreed costs and the risk relating to customer-specific materials or capacities procured or reserved which can no longer be economically used due to changed quantities, forecasts, specifications or call-offs, to the extent the change falls within the Customer's sphere of risk.

16. Cancellation and Termination

16.1 Confirmed orders may be cancelled or changed by the Customer only with NORWE's consent unless the Customer has a mandatory statutory right to do so.

16.2 In the event of a cancellation attributable to the Customer, NORWE may assess the resulting loss on a lump-sum basis at 10% of the net order value of the order or part of the order affected by the cancellation. The Customer expressly remains entitled to prove that NORWE suffered no loss or a substantially lower loss. NORWE remains entitled to prove and claim a higher actual loss. Actual loss may include, in particular, services already performed, customer-specific material already procured or bindingly ordered, tooling elements, engineering and development services, supplier commitments already entered into, and reasonable costs of unwinding the transaction and disposing of materials that cannot otherwise be economically used. The same loss shall not be recovered twice.

16.3 To the extent German law governing contracts for work and services applies to the contract, NORWE's statutory remuneration claims in the event of termination for convenience by the Customer remain unaffected.

17. Confidentiality

17.1 The Customer shall keep confidential all non-public commercial and technical information of NORWE that becomes known to it in connection with the business relationship and shall use such information exclusively for performance of the relevant contract.

17.2 This applies in particular to prices and calculation bases, drawings, CAD data, samples, tooling elements, processes, manufacturing parameters, technical solutions and other know-how.

17.3 NORWE's statutory rights relating to the protection of trade secrets remain unaffected.

17.4 Use of NORWE's name, trademark or logo and any public reference to NORWE as a supplier or business partner require NORWE's prior consent.

18. Export Control and Compliance

18.1 Performance of the contract is subject to there being no applicable national or international export-control, sanctions, embargo or other mandatory foreign-trade regulations preventing such performance.

18.2 The Customer shall provide NORWE in due time with all information concerning end use, end user and country of destination required for export-control and customs checks.

18.3 NORWE is entitled to suspend performance or rescind the contract to the extent performance would violate applicable statutory prohibitions or required authorisations are not granted.

19. Place of Performance, Governing Law and Jurisdiction

19.1 The place of performance for all deliveries and services is Bergneustadt. The place of performance for payments is NORWE's registered office.

19.2 The laws of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), to the extent such exclusion is permissible.

19.3 To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with the business relationship shall be NORWE's registered office. NORWE is additionally entitled to bring proceedings against the Customer at the Customer's general place of jurisdiction.

20. Final Provisions

20.1 Legally relevant declarations and notices by the Customer in connection with the contract must be made at least in text form unless a stricter form is required by law.

20.2 The invalidity or unenforceability of individual provisions shall not affect the validity of the remaining provisions. Invalid or unenforceable provisions shall be replaced by the applicable statutory provisions.
20.3 Individual contractual agreements remain unaffected.

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