



General Terms and Conditions for the Provision of Goods and Services by New Loaded Energy GmbH

As of March 2026

1. Scope

1.1 These General Terms and Conditions apply only to companies within the meaning of Section 14 of the German Civil Code (BGB), not to consumers.

1.2 We provide deliveries and services exclusively in accordance with these general terms and conditions of delivery and service. We do not recognize any conflicting or deviating terms and conditions of the customer unless we have expressly agreed to their validity in writing.

1.3 Our general terms and conditions shall also apply if we provide deliveries or services in the knowledge of conflicting or deviating terms and conditions of the customer.

1.4 Our general terms and conditions also apply to all future transactions, even if they are not included again in individual cases.

2. Offer and conclusion of contract

2.1 Our offers are subject to change and non-binding, unless we make a binding offer in individual cases.

2.2 The documents attached to the offer and/or order confirmation, such as illustrations, descriptions, drawings, dimensions, and weights, are only approximate unless they are expressly designated as binding.

2.3 Orders are only binding for us once we have confirmed them in writing or executed them. Our written order confirmation is decisive for the content of the contract. The order confirmation can also be sent by sending an invoice with the delivery. If the customer has any objections to the content of the order confirmation, they must object immediately. Otherwise, the contract is concluded in accordance with our order confirmation.

2.4 Open-ended contracts can be terminated with 3 months' notice to the end of a calendar month.

2.5 We shall only be obliged to provide consulting services, instructions, and guidance on the operation and maintenance of systems and equipment or parts thereof if expressly requested in writing. Such services shall be remunerated separately.

3. Confidentiality

3.1 We reserve ownership rights and copyrights to samples, cost estimates, drawings, and similar information of a physical and non-physical nature, including in electronic form. The customer may not make these available to third parties.

3.2 The customer undertakes to maintain comprehensive, indefinite confidentiality with regard to all our business and trade secrets, our product know-how, and our technical knowledge that become known to them in the course of their business contact with us.

3.3 The above obligation expressly excludes all information that

- a) is demonstrably already known to the customer at the time of disclosure on the basis of its documentation or is subsequently developed independently by the customer without breach of this contract;
- b) is already accessible to the public at the time of disclosure or becomes publicly known thereafter without any unlawful action on the part of the customer;
- c) is lawfully received from a third party without violating these General Terms and Conditions.

3.4 We undertake to make information and documents designated as confidential by the customer available to third parties only with the customer's consent.

4. Special provisions for the provision of engineering services

4.1 We provide engineering services at hourly rates. Engineering services include designs and other theoretical work, as well as tests, in particular production tests.

4.2 Engineering services are purely services. A successful outcome and a specific delivery date are not owed. Nor is a warranty owed within the meaning of sales law or contract law. We only assume warranty in the event of conclusion of a contract for work, contract for work and materials, purchase contract, or similar.



4.3. The customer must provide us with all necessary information, documents, and materials. They must also support us in any other way that is appropriate and reasonable.

4.4. We are entitled to all industrial property rights, in particular patents, to the results of our engineering services. The economic use of the engineering services by the customer takes place within the scope of the order for systems, plants, or assemblies for the manufacture of which the engineering services were provided.

4.5. Our normal working hours are Monday to Friday, 8.0 hours each day, from 7:00 a.m. to 5:00 p.m. We charge overtime surcharges as follows:

- 25% for the first two hours of overtime,
- 50% for each additional hour of overtime,
- 50% for overtime between 8:00 p.m. and 6:00 a.m. (night work),
- 50% for work on Saturdays,
- 150% for work on Sundays and public holidays in the federal state where our registered office is located.

4.6. We charge accommodation and travel expenses at cost, where appropriate. Invoices are due for payment immediately and in full. Any complaints regarding the invoice must be made in writing within 4 weeks of receipt.

5. Prices, terms of payment, compensation

5.1. Our prices are exclusive of sales tax. This will be charged additionally in accordance with the applicable tax law. Our prices refer only to the service offered. If the customer requests additional deliveries or services, these must be ordered and paid for separately.

5.2. We are entitled to increase prices to a reasonable extent between the conclusion of the contract and the provision of services if the producer price index for commercial products published by the Federal Statistical Office has risen by 3% or more. The price increase is in any case reasonable if it includes the cost increase and a 20% overhead surcharge. The customer may demand a percentage price reduction if the index has fallen by the last price determination. We will then calculate the prices valid on the day of performance. The same applies to orders without a price agreement.

5.3. Payments must be made in Euros to our bank account within 10 days of invoicing without any discount.

5.4. The customer shall only have a right of set-off or a right of retention if their counterclaims are undisputed or have been legally established. The customer shall only have a right of retention if it is based on the same contractual relationship.

5.5. If we have a claim for damages against you (regardless of the legal basis), an hourly rate of EUR 180.00 shall be deemed agreed and reimbursable for our internal time spent on damage limitation or damage repair.

6. Retention of title


6.1. Items delivered by us remain our property until the customer has paid for the parts in question. The following applies to the delivery of systems, equipment, and assemblies thereof: There is no entitlement to use does not exist until full payment has been made.

6.2. Items delivered by us remain our property until the customer has paid all claims arising from the business relationship. This also applies to claims that arise after delivery of the goods subject to retention of title.

6.3. Parts delivered by us to a company belonging to the customer's group of companies remain our property until all claims arising from deliveries to other companies in the group of companies have been paid. This also applies to claims that arise after delivery of the goods subject to retention of title. If we have concluded a framework agreement with the customer, the retention of title also applies in any case to claims against those companies to which the framework agreement applies.

6.4. If the customer defaults on payment, we shall be entitled to take back the goods subject to retention of title immediately. The demand for surrender shall only constitute a withdrawal from the contract if we expressly declare our withdrawal in this case. We are entitled to sell the goods taken back; we shall offset the proceeds of the sale, less the costs of sale, against the outstanding claims.

6.5. The customer may only resell the parts subject to retention of title in the ordinary course of business. However, the customer hereby assigns to us, as



security for the repayment of all claims on our part, which arise from the resale, against his customers as a precaution. The assignment shall take place regardless of whether the customer further processes the goods or not. The customer shall remain authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer is not in default of payment. If the customer is in default of payment, we may demand that he informs us of the assigned claims and their respective debtors, provides all information necessary for collection, hands over the relevant documents to us, and informs the debtors of the assignment.

6.6. If the customer processes or transforms the goods subject to retention of title, the processing or transformation shall be carried out on our behalf. The item created by processing or transformation shall also be deemed goods subject to retention of title. In the event of processing or transformation with other items not belonging to us, we shall be entitled to co-ownership of the new item in the amount of the share resulting from the ratio of the value of the processed or transformed goods subject to retention of title to the value of the new item. The customer shall hold the property or co-ownership thus created in safekeeping for us.

6.7. If the goods subject to retention of title are inseparably mixed or combined with other movable items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title to the other mixed or combined items at the time of mixing or combination. If the mixing or combining is carried out in such a way that the purchaser's item is to be regarded as the main item, it shall be deemed agreed that the purchaser transfers proportional co-ownership to us. The purchaser shall hold the sole or co-ownership thus created in safekeeping for us.

6.8. If the realizable value of the securities to which we are entitled exceeds the value of the claims to be secured by more than 10%, we undertake to re-release securities of our choice to the customer to this extent.

7. Delivery

7.1. Specific performance periods and dates shall only apply if they have been expressly agreed in writing with the customer in individual cases.

7.2. The delivery time shall be determined by the agreements between the contracting parties. Compliance with the delivery time by the supplier shall be subject to all commercial and technical questions between the contracting parties having been clarified and the purchaser having fulfilled all obligations incumbent upon him, such as providing the necessary official certificates or approvals or making a down payment. If this is not the case, the delivery time shall be extended appropriately. This shall not apply if the supplier is responsible for the delay.

7.3. Compliance with the delivery period is subject to us being supplied correctly and on time. We will notify you of any delays as soon as possible.

7.4. The delivery period shall be deemed to have been met if the delivery item has left our factory or readiness for shipment has been notified by the end of the delivery period. This shall also apply if acceptance is required.

7.5. Force majeure, strikes, pandemics, inability on our part or on the part of one of our suppliers through no fault of our own, as well as unfavorable weather conditions that delay our performance, shall extend the delivery or performance period by the duration of the hindrance.

7.6. However, in the case of a fixed-date transaction, we shall be liable in accordance with the statutory provisions.

7.7. If we are in default of performance, the customer may only withdraw from the contract if they have set us a reasonable grace period and declared that they will reject the performance after the expiry of this period.

7.8. If the customer is in default of acceptance or violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration shall also pass to the customer.

8. Shipping, transfer of risk, transport insurance

8.1. Unless otherwise agreed, we deliver "ex works" in accordance with Incoterms. We make the delivery available for collection by the customer.

8.2. If we ship goods, including partial deliveries, the risk shall pass to the customer at the latest upon dispatch. This applies regardless of who bears the transport costs. This also applies if the transport is carried out by our personnel.

8.3. If shipment is delayed due to circumstances for which we are not responsible, the risk shall pass to the customer as soon as we have notified the customer that the goods are ready for shipment. We shall take out suitable insurance at the customer's expense if the customer so requests.

8.4. If we follow shipping instructions provided by the customer, the customer shall bear the risk.

8.5. The customer must call off delivery items reported as ready for shipment immediately, at the latest after a period of 10 days after notification. If no call-off is made, we shall be entitled to conclude a storage contract on behalf of and for the account of the customer with a warehouse keeper to be determined by us at our reasonable discretion or, at our discretion, to demand storage fees in accordance with § 354 HGB (German Commercial Code).

8.6. If we process or install parts provided by the customer, the customer shall deliver the parts free of charge. If the parts to be processed are collected by us at the customer's request, the customer shall bear the transport risk.

8.7. We shall only take out transport insurance at the express request and expense of the customer.

9. Acceptance

9.1. Insofar as, according to the type of contract, acceptance in the sense of approval of the work performance is prescribed by law or agreed upon in the contract, the following shall apply:

9.2. The customer is obliged to accept the work as soon as they have been notified of its completion and any testing stipulated in the contract has taken place. If the work proves not to be in accordance with the contract, we shall be obliged to remedy the defect. This shall not apply if the defect is insignificant for the interests of the customer or is due to circumstances for which the customer is responsible. If the defect is not significant, the customer may not refuse acceptance.

9.3. Systems, equipment, and assemblies delivered by us shall be deemed accepted if the customer processes, further processes, installs, delivers, or otherwise indicates that it considers them to be fit for use.

9.4. If acceptance is delayed through no fault of our own, acceptance shall be deemed to have taken place two weeks after notification of completion.

9.5. Upon acceptance, our liability for recognizable defects shall lapse, unless the customer has reserved the right to assert a specific defect.

10. Defects

10.1. We guarantee that the subject matter of the contract is free of defects with regard to the agreed specification. A defect shall not be deemed to exist in the case of only insignificant deviations from the agreed quality or only insignificant impairment of usability.

10.2. In the case of delivery of new items, we shall only be liable for defects that become apparent within 12 months of delivery.

10.3. The defect must have already been present at the time of transfer of risk. The customer bears the burden of proof for this.

10.4. In the case of delivery of used items, liability for material defects is excluded. This does not apply in the case of a fraudulently concealed defect or a breach of warranty. Otherwise, the contractual claims of the customer remain unaffected even in the case of delivery of used items.

10.5. The customer must inspect delivered items immediately upon receipt and notify us of any visible defects without delay. If the customer fails to notify us of defects without delay, our delivery shall be deemed approved, unless the defect was not apparent during inspection. The customer must also notify us of any defects that are not initially apparent immediately after becoming aware of them; otherwise, the delivery shall also be deemed to have been approved with regard to these defects. In all other respects, § 377 HGB (German Commercial Code) shall apply.

10.6. Notifications of defects must be made in writing.

10.7. The customer is obliged to secure evidence of the defects and to give us the opportunity to inspect them. If the customer fails to comply with this obligation, the delivery shall be deemed to have been approved.

10.8. If the delivery items are further processed after delivery, any liability for defects that were recognizable within the scope of reasonable incoming goods inspection and examination by the customer or another contractually specified recipient shall lapse. This shall not apply if we act with intent or gross negligence.

10.9. If special quality requirements are specified, this must be stated in writing in the order.

. If this information is not provided, we shall not be liable for these quality requirements.

10.10. If the customer or a third party makes improper changes or repairs, we shall not be liable for the consequences thereof.

10.11. We shall only assume a guarantee for the quality of the item or a durability guarantee if this has been agreed in writing in individual cases. Use in accordance with the contract shall only be considered if a written agreement has been made in this regard.

11. Liability for defects (warranty)

11.1. The warranty is excluded:

- a) for defects in components whose use was requested by the customer; at the customer's request, we shall assign any warranty claims on our part against the supplier to the customer;
- b) for other requirements of the customer that are not part of the agreements made,
- c) for normal wear and tear;
- d) for agreed services provided by third parties (supplier parts, services and work, design services, material deliveries); in this respect, we shall assign any warranty claims to the customer;
- e) for specifications of the customer regarding the design or the material or components to be used.

11.2. Claims for defects are initially limited to the rectification of defects or new delivery, whereby we have the right to choose in this respect. In the case of work services or work deliveries, we may, at our discretion, repair the defect or produce a new work. Only if the subsequent performance fails, or if we refuse to perform it, or if it is unreasonable for the customer,

may the customer assert further rights, in particular a reduction in price.

11.3. In the event of defects, the customer must immediately provide us with the relevant parts for inspection. Otherwise, the parts shall be deemed to have been approved. The customer must give us the necessary time and opportunity to remedy the defect or deliver a new product

the customer must give us the necessary time and opportunity to do so, otherwise we shall not be liable for the consequences.

11.4. If the complaint proves to be justified, we shall bear the costs of the replacement part, including shipping, from the costs of repair or replacement. Replaced parts or components shall become our property.

11.5. If the customer moves the delivery items in whole or in part from a contractually agreed installation site to a third location, the customer shall bear any additional costs resulting from this additional costs of subsequent performance, in particular any additional travel and transport costs incurred by us.

11.6. If the customer or a third party carries out improper repairs, we shall not be liable for the consequences thereof.

11.7. The right to withdraw from the contract due to defects is excluded if the defect is only minor. The right of withdrawal is also excluded if the service is essentially usable despite the defect. In the event of withdrawal due to a defect, the customer cannot claim additional damages.

11.8. If the customer wishes to withdraw from the contract, they must first set us a reasonable deadline for performance and declare that they will reject the performance after the deadline has expired.

11.9. If the customer wishes to claim damages due to a defect, they must first set us a reasonable deadline for performance and declare that they will reject performance after the deadline has expired

11.10. The customer's statutory rights of recourse against us shall only exist insofar as the customer has not entered into an agreement with its customer that goes beyond the statutory claims for defects.

11.11. The provisions set out in the preceding sub-clauses of this clause apply to newly manufactured items. We do not accept any liability for defects in used items (subject to any deviating individual agreement). This does not apply in the case of a fraudulently concealed defect or a breach of warranty.

12. Infringements of property rights

12.1. We accept no liability for the infringement of industrial property rights resulting from the customer's specifications. We are not obliged to check whether the customer's technical specifications could infringe the industrial property rights of third parties. Such a check is the responsibility of the customer who provides the technical specifications. If third parties assert industrial property rights whose infringement is based on the customer's specifications, the customer shall indemnify us against the claims of the third party.

12.2. If the infringement of third-party industrial property rights is not based on the customer's specifications, the following shall apply:

- a) If the use of the delivery item leads to the infringement of industrial property rights or copyrights in the United States, we shall be obliged, at our own expense, to obtain the right for the customer to continue using the delivery item or to modify the delivery item in a manner reasonable for the customer so that the infringement of property rights no longer exists.
- b) If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer may withdraw from the contract. From the same conditions, we may also withdraw from the contract.
- c) We shall indemnify the customer against undisputed or legally established claims of the relevant property right holder.

12.3. Our obligations mentioned in the above sub-item are conclusive in the event of an infringement of property rights or copyrights. They shall only apply if

- a) the customer informs us immediately of any asserted infringements of property rights or copyrights,
- b) the customer supports us to a reasonable extent in defending against the claims or enables a modification in accordance with Section 10.2,
- c) we reserve all defensive measures, including out-of-court settlements,
- d) the legal defect is not based on an instruction from the customer, and

e) the infringement of rights was not caused by the customer arbitrarily modifying the delivery item or using it in a manner not in accordance with the contract.

12.4. Insofar as we are further liable in accordance with the following section (Liability for Damages), this further liability remains unaffected.

13. Liability for damages

13.1. For damages that do not occur to the delivery item itself (production stoppage, loss of profit, consequential damages, financial losses, etc.), we shall only be liable, regardless of the legal basis, in the following cases:

- a) in the case of intent,
- b) in the event of gross negligence on the part of the managing directors or other persons whose fault is attributable to us under the law,
- c) in the event of culpable injury to life, limb, or health,
- d) in the event of defects that we have fraudulently concealed or whose absence we have guaranteed, and
- e) within the scope of the Product Liability Act.

13.2. In the event of culpable breach of essential contractual obligations, we shall be liable in cases of intent and gross negligence and in cases of slight negligence. In the latter case, our liability shall be limited to the reasonably foreseeable damage typical for this type of contract.


13.3. If we are in default of delivery and the customer incurs demonstrable damage as a result, the customer is entitled to demand lump-sum compensation for the delay. This amounts to 0.5% for each full week of delay, but in total no more than 5% of the value of that part of the order concerned which cannot be used on time or in accordance with the contract as a result of the delay

13.4. Further claims are excluded.

14. Limitation period

All claims of the customer for defects shall become time-barred twelve months after the start of the statutory limitation period. Notwithstanding this, the statutory limitation provisions shall apply

- in cases of intent or malice,
- in the event of injury to life, limb, or health,
- insofar as we have assumed a guarantee,
- for liability under the Product Liability Act, and



- in the cases of § 438 (1) No. 1 and No. 2 BGB (claims in rem for surrender by third parties and items for buildings), § 479 (1) BGB (right of recourse) and § 634 a BGB (construction defects).

15. Miscellaneous

15.1. Verbal side agreements are only valid if we have expressly confirmed them in writing in accordance with Section 126 (1) BGB. Section 126 (3) BGB does not apply.

15.2. We are entitled to make partial deliveries unless this would be unreasonable for the customer.

15.3. Claims against us may not be assigned. This does not apply to assignments for security purposes to secure business loans or for extended retention of title.

15.4. The place of performance for services and consideration is our registered office.

15.5. German law applies. The referral provisions of international private law to foreign law do not apply.

15.6. The German courts shall have international jurisdiction. This jurisdiction is exclusive.

15.7. The place of jurisdiction is our registered office. We may also sue the customer at their general place of jurisdiction.