

General Terms and Conditions of Service of STEINERT GmbH, Cologne, STEINERT UniSort GmbH, Zittau, and STEINERT Msort GmbH, Wedel

As of: September 2025

1. General provisions, subject matter of the agreement

1.1 These General Terms of Service cover the maintenance and inspection of machines, the provision of remote support, as well as other services rendered by Steinert GmbH or any affiliated company pursuant to sections 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter referred to as "Steinert", "we", or "us").

1.2 These General Terms of Service apply to all current and future individual agreements concluded with the customer regarding the maintenance and inspection of machines, the provision of remote support, and other services rendered by Steinert. This also applies in particular to future individual agreements with the customer, even where not expressly stated. Any customer terms and conditions that deviate from or supplement these General Terms of Service shall not form part of the agreement; this applies especially to the customer's general terms and conditions of purchase.

1.3 An individual agreement is concluded when both parties sign a service certificate issued by Steinert. In the event of conflicting provisions, the provisions of the service certificate shall take precedence over those set out in these General Terms of Service.

2. Services provided by Steinert

2.1 The services exclusively relate to the machines specifically described in the individual agreement, which the customer has purchased from Steinert under a separate agreement (hereinafter referred to as the "Machine").

2.2 The services provided by Steinert and commissioned in the individual agreement are purely services within the meaning of sections 611 et seq. of the German Civil Code (BGB) and include:

- a. maintenance of the Machine pursuant to Section 3,
- b. inspection of the Machine pursuant to Section 4,
- c. provision of remote support pursuant to Section 6, as well as
- d. training and other services as further specified in the individual agreement (e.g. optimisations).

2.3 Steinert shall only provide services that go beyond the scope defined in Sections 2.1, 2.2, 3, 4 and 6 on the basis of a separate agreement concluded specifically for that purpose.

3. Maintenance of the Machine

3.1 Steinert shall carry out the necessary maintenance of the machine specified in the individual agreement in accordance with the manufacturer's specifications as documented in the user manual. The maintenance services provided by Steinert include:

- a. inspection of the Machine in accordance with Section 4;
- b. safety checks in accordance with Section 3.2;
- c. functional tests in accordance with Section 3.3;
- d. adjustment and lubrication work in accordance with Section 3.4; and
- e. minor repairs in accordance with Section 3.5.

Steinert shall prepare an inspection report to document the work carried out. The customer shall file the original of the inspection report in the inspection logbook of the respective Machine.

3.2 Steinert will support the customer in fulfilling their obligation to regularly check the safety of their machines in accordance with applicable laws (in particular the provisions of the German Ordinance on Industrial Safety and Health (BetrSichV) in conjunction with the relevant DIN standards). Unless expressly agreed otherwise in the individual agreement, Steinert will provide the following services:

- a. verification of the machine's identity in accordance with the operating manual;
- b. inspection of the condition of components and equipment for damage such as wear, corrosion, or other changes (based on the manufacturer's checklist or implementation instructions);
- c. inspection of the completeness and functionality of safety devices;
- d. inspection of the completeness of labels and signage on key parts of the system;
- e. documentation of the inspection results in the inspection report; any identified defects will be recorded in the report;
- f. determination of whether a follow-up inspection is required; and
- g. advice from the service technicians regarding the necessary actions to

be taken.

3.3 The functional tests to be performed by Steinert, as defined in more detail in the individual agreement, include the following services:

- a. verification of the function and configuration of the electrical, mechanical, pneumatic and mechatronic systems (e.g. valve banks, splitters, and conveyor belts);
- b. verification of the function and configuration of the electrical and mechanical functions of the system's control units, sensors and actuators (e.g. laser, colour camera, etc.); and
- c. verification of firing sequences and timings (where applicable).

3.4 The adjustment and lubrication work to be performed by Steinert, as defined in more detail in the individual agreement, includes the following services, insofar as required:

- a. adjustment and fine-tuning of the electrical, mechanical, pneumatic and mechatronic systems (e.g. valve banks, splitters, conveyor belts);
- b. adjustment and fine-tuning of the electrical and mechanical functions of the system's control units, sensors and actuators (e.g. laser, colour camera, etc.); and
- c. lubrication and adjustment of mechanically moving parts of the system, such as drives, conveyor belts, guide rollers, pole drums, etc.

3.5 Steinert will carry out minor repairs and replace components, provided that this does not significantly delay the maintenance process and does not require extending the agreed number of on-site service days ("Minor Repairs"). The maintenance process is deemed not to be significantly delayed if the originally scheduled duration is exceeded by no more than 5 per cent, and in any case by no more than thirty (30) minutes. Minor Repairs are included in the flat-rate maintenance fee, particularly where failure to carry out the replacement would prevent the maintenance process from proceeding logically or producing a meaningful result. The necessary spare parts will be supplied by the customer.

4. Inspection of the Machine

4.1 If the customer commissions Steinert to inspect the machine, Steinert shall carry out a purely visual inspection, including:

- a. verification of safety devices in accordance with Section 3.2 and
- b. performance of the functional tests in accordance with Section 3.3.

4.2 Lubrication, adjustment, and Minor Repair work pursuant to Sections 3.4 and 3.5 are not part of the inspection service owed.

4.3 Steinert shall prepare an inspection report to document the work carried out. The customer shall file the original of the inspection report in the inspection logbook of the respective Machine.

5. Exclusion of services

The following services are not included in the contractual scope of the maintenance or inspection services offered by Steinert:

- a. inspection of electrical systems in accordance with Regulation 3 of the German Statutory Accident Insurance ("DGUV"), unless expressly agreed otherwise in the individual agreement;
- b. any inspections required by public authorities arising from the operation of the systems;
- c. cleaning work on components such as conveyor belts, peripheral machines, magnets, or other parts of the system; and
- d. optimisation activities.

6. Optimisations

If the customer commissions Steinert to optimise the Machine, Steinert shall undertake to make a reasonable effort to achieve optimisation. The services provided by Steinert as part of the optimisation attempt include:

- a. analysis of the existing sorting processes, technologies, requirements and the material to be sorted;
- b. identification of optimisation potential;
- c. development and implementation of optimisation solutions (e.g. software adjustments, creation of new programmes, sensor calibration, mechatronic settings);
- d. execution of test runs and validation of the optimisation.

The contractor cannot provide any absolute assurance regarding the success

of the optimisation if the technical and procedural conditions are not met or are subject to limitations. In such cases, the contractor shall inform the customer of the existing limitations and the possible optimisation options.

7. Remote support

If the commissioned service includes the use of remote support, the following provisions in Sections 7.1 to 7.9 shall apply.

7.1 Steinert shall provide remote support in accordance with the service and response times defined in the individual agreement.

7.2 Use of the remote support service requires that at least one individual agreement for ongoing maintenance in accordance with Section 2.2 (a) in conjunction with Section 3, including regular mechanical and control system inspections, is in place between the customer and Steinert. This ensures proper documentation of the Machine's current condition.

7.3 The remote support services provided by Steinert include:

- a. remote diagnostics in the event of faults, either by telephone or via an access method set up in accordance with Section 6.5 of this agreement;
- b. assistance and advice regarding operation of the Machine;
- c. assistance and advice in identifying faults and spare parts;
- d. assistance and advice in the event of Machine malfunctions;
- e. analysis of Machine data to detect trends and faults;
- f. analysis of Machine data to optimise production processes;
- g. creation of software backups, where technically feasible;
- h. customer-specific programme optimisations, where technically feasible; and
- i. other services as specified in more detail in the individual agreement.

7.4 The following services are expressly excluded from the scope of remote support:

- a. on-site optimisation work; and
- b. determination of machine configurations.

7.5 The customer shall ensure that only qualified personnel trained in the operation of the systems are available as contacts for Steinert's remote support. The customer is obliged to submit all support requests with a clear description of the fault, the circumstances under which it occurred, and its effects, using standard communication channels accepted by Steinert (e.g. email).

At a minimum, the customer must provide the following information:

- a. Machine number or serial number;
- b. the time the fault occurred; and
- c. image and audio material, where permissible.

7.6 The customer shall enable Steinert to establish a data connection via VPN in order to perform the services. Section 10 applies accordingly.

7.7 Steinert shall charge a one-time setup fee, the amount of which is specified in the individual agreement. The setup fee includes the required components, configuration of remote maintenance access, any necessary licences for Steinert's server, and training of Steinert's service technicians on the customer's system controls.

7.8 Consultancy services provided as part of remote support shall be invoiced based on time spent at Steinert's agreed daily rates, as well as the provisions of the individual agreement, unless the parties have expressly agreed a fixed price. The same applies to travel time and on-site consultation if the parties agree on an on-site visit by Steinert in individual cases. Any expenses (e.g. travel or accommodation costs) shall be reimbursed by the customer upon submission of receipts in accordance with the customer's travel expense policy. If the individual agreement does not specify the fee, either in full or in part, the prices listed in Steinert's current price lists at the time the agreement is concluded shall apply.

7.9 Remote support consulting services and time spent on travel and on-site consulting, insofar as an on-site assignment is contractually agreed in individual cases, shall be invoiced monthly in arrears. The invoice shall be accompanied by appropriate documentation of the services used. Section 13 applies accordingly.

8. General service requirements

8.1 Steinert shall perform the services owed with the diligence expected of a prudent businessperson. Steinert shall comply with all applicable legal requirements for the services and shall observe the relevant norms and standards in the version applicable at the time the offer is submitted.

8.2 Unless expressly agreed otherwise in the contract, Steinert shall provide the contractual services at its discretion in either German or English.

8.3 Where the services provided by Steinert include assisting the customer in procuring hardware, software or other products, the selection and acquisition of such third-party products shall remain the sole responsibility of the

customer, unless expressly agreed otherwise in the individual agreement. Steinert accepts no liability or warranty for such third-party products.

9. Cross-border services

9.1 The parties undertake to comply with the foreign trade regulations applicable to the provision of the Services, as well as the provisions of U.S. law on export control and sanctions that do not conflict with EU law.

9.2 The customer shall be responsible for the foreign trade classification of any hardware, software or technology (hereinafter referred to as "Goods") required for cross-border fulfilment of the agreement; this also applies if Steinert exports Goods on behalf of the customer in the course of providing the services. The same applies to the application for any necessary foreign trade approvals. Steinert shall assist with classification and the application process to the extent that Steinert possesses relevant information. If the customer provides Steinert with its own Goods, the customer shall inform Steinert prior to provision if the Goods are subject to foreign trade controls.

9.3 Any delays resulting from the absence of a necessary foreign trade approval shall not be borne by Steinert, provided that Steinert is not responsible for such delays; performance deadlines and dates shall be extended or postponed accordingly.

9.4 The customer shall bear, in addition to the agreed remuneration, any duties, fees and other charges incurred in connection with cross-border services.

9.5 Subject to Section 14 of this agreement, each party shall be liable to the other party for compensation for any damage incurred by the other party as a result of a breach of the obligations set out in this Section 8. This shall not apply if the Party being held liable is not responsible for the breach.

10. Service times

10.1 Service dates and deadlines shall only be binding if expressly designated as such in the individual agreement, or if the circumstances clearly indicate that the dates and deadlines agreed in the individual agreement are to be binding.

10.2 Unless otherwise agreed in the individual agreement, Steinert shall provide services from Monday to Friday (09:00 a.m. to 05:00 p.m.), excluding public holidays and traditional local holidays at the location of service provision, as well as 24 and 31 December.

10.3 If the customer cancels or reschedules agreed appointments at short notice (defined as fewer than seven (7) days in advance for services within Germany, or fewer than fourteen (14) days for services abroad), Steinert reserves the right to charge a processing fee of EUR 400.00 plus VAT. If the costs already incurred exceed this amount, Steinert shall invoice the customer for the proven costs.

11. Customer's obligations to cooperate

11.1 The customer shall fulfil all obligations to cooperate necessary to enable Steinert to perform its services. In particular, the customer shall inform Steinert in writing and in good time of all circumstances relevant to the service provision. This includes, in particular, information on the customer's operational procedures and their organisation, IT infrastructure, and relevant internal policies. Steinert shall only be obliged to perform services beyond the specifically agreed scope if a written amendment agreement has been concluded.

11.2 To support Steinert in providing the services set out in the individual agreement, the customer shall, in particular:

- a. assist Steinert in every respect in resolving faults;
- b. grant Steinert unrestricted access to the Machines;
- c. where tests are required, provide appropriate materials or test data upon request by Steinert;
- d. inform Steinert in writing of any changes to the Machine configuration, installation, or the location of installation ("Installation Site"). Steinert may refuse to continue maintenance at the new Installation Site on reasonable grounds.

11.3 If the customer fails to fulfil their obligations to cooperate, Steinert shall be released from its obligation to provide the corresponding services to the extent that Steinert is unable to provide the services due to the customer's failure to fulfil the respective obligation.

11.4 If the customer uses third parties to fulfil their obligations to cooperate, the customer shall be liable to Steinert for their negligence as if it were its own negligence. In the event of a culpable breach of obligations to cooperate, the customer shall compensate Steinert for any resulting damages, such as downtime costs. Further rights of Steinert remain unaffected.

12. Subcontractors

12.1 Steinert is entitled to engage subcontractors to fulfil its obligations.

12.2 If subcontractors process the customer's personal data, the legal requirements for commissioned data processing, as set out in Article 28 GDPR (where applicable), shall be met. This does not affect our obligation to remain fully responsible towards the customer for the subcontracted services, as if we had performed them ourselves.

13. Force majeure

13.1 Any poor performance or non-performance shall not constitute a breach of contract if caused by events beyond a party's control, particularly earthquakes, floods, water ingress, fire, explosions, power outages, embargoes, government restrictions, riots, terrorist attacks, wars or military operations, civil unrest, rebellion, vandalism, sabotage, strikes in own or supplier facilities, sanctions, or epidemics or pandemics, provided the Robert Koch Institute has classified the risk level as at least "moderate", or other events for which the party is not responsible ("Force Majeure"). The obligations of the affected party shall be suspended to the extent that they are affected by Force Majeure, provided that the affected party (a) promptly notifies the other party, specifying the reasons, and (b) endeavours to find appropriate temporary measures or alternatives.

13.2 As long as the Force Majeure situation persists, the time for performance shall be extended by the duration of the delay caused by Force Majeure. The customer's payment obligations for the affected contractual services shall be suspended for the duration of the Force Majeure event.

13.3 In the event of Force Majeure, either party may terminate an individual contract in writing if there are reasonable grounds to believe that the impediment to performance will continue for more than ninety (90) days.

14. Remuneration

14.1 If the individual agreement does not specify the remuneration, either fully or partially, the prices listed in our current price lists at the time the agreement is concluded shall apply. All prices are net amounts. The applicable VAT must also be paid by the customer.

14.2 Unless expressly agreed otherwise in the individual agreement, the customer shall pay the agreed remuneration for the commissioned services after the service has been rendered by Steinert. By way of exception to the above, the agreed remuneration for the provision of remote support pursuant to Section 6 shall be paid in advance for each contract year, unless expressly agreed otherwise in the individual agreement. If the agreement ends before the end of the year, any advance payments shall be reimbursed on a pro rata basis.

14.3 Additional services, such as training or other services pursuant to Section 2.2 (d), shall be invoiced separately and on a monthly basis in arrears.

14.4 Claims for remuneration shall become due upon receipt of the invoice and shall be paid within thirty (30) days, unless expressly agreed otherwise in the individual agreement.

14.5 If the remuneration agreed for ongoing services in the respective individual contract has remained unchanged during the initial term, we are entitled, acting reasonably and taking due account of the customer's legitimate interests, to increase the agreed remuneration by up to five per cent (5%) per year.

In particular, we are entitled to adjust the remuneration (i) in the event of cost increases due to changes in legislation (e.g. amended or additional taxes or levies), decisions of competent authorities, or court rulings that directly or indirectly affect Steinert's services, and (ii) in the event of significant changes in market conditions, i.e. in the event of significant changes in procurement costs beyond Steinert's control. This includes third-party maintenance costs, material costs, wages and ancillary wage costs (including temporary and contract labour costs), third-party services and unforeseen market developments, such as shortages of natural resources. This specifically includes cases where a manufacturer of the Machines used by the customer or a subcontractor of Steinert files for insolvency, or where insolvency proceedings are opened against its assets, or where such proceedings are rejected due to lack of assets, resulting in changes to the price basis for Steinert due to the need for replacement solutions (e.g. commissioning a new subcontractor).

In these cases, the following shall apply:

- a. The customer must be notified of any intended price adjustment in writing at least six (6) weeks before the price adjustment takes effect.
- b. If a planned price increase exceeds three point five per cent (3.5%) per year, the customer shall have the right to object in writing within four (4)

weeks of receiving the notice. If a timely objection is lodged, this agreement shall end at the end of the current contract term. There shall be no automatic renewal pursuant to Section 17.2. If no objection is made, the price increase shall take effect as announced.

15. Limitation of liability

15.1 We shall be fully liable for any damages resulting from injury to life, limb or health caused by an intentional or negligent breach of duty by us, our legal representatives or our vicarious agents. We shall also be fully liable for any other damages resulting from intentional or grossly negligent breaches of duty by us, our legal representatives or our vicarious agents.

15.2 In cases of simple negligence, we shall only be liable where a duty has been breached that is essential for the proper performance of the contract and on which the customer relies and may rely (a "cardinal obligation"). In such cases, liability shall be limited to the typical and foreseeable damage.

15.3 In cases of simple negligence involving a breach of a cardinal obligation, total liability shall be limited to the lower of the net contract value or one year's net remuneration.

15.4 Otherwise, liability is excluded, in particular where we are not at fault.

15.5 The limitations and exclusions of liability under this Section 14 do not affect our liability under mandatory product liability laws, liability for fraudulent concealment of a defect, or liability arising from the assumption of a guarantee for the quality of an item.

15.6 This Section 14 shall also apply for the benefit of our vicarious agents.

16. Data protection

16.1 If the customer is subject to the General Data Protection Regulation ("GDPR"), in particular due to being based in the European Economic Area, then (i) we offer to enter into a data processing agreement in accordance with Article 28 GDPR as set out under [www.steinert.de/privacy], and (ii) we point out that the customer is obliged to provide data subjects whose personal data is processed during the commissioned service with privacy information in accordance with Articles 13 and 14 GDPR. For more details about this data processing, see our privacy notice at [https://steinert-global.com/de/datenschutz/].

16.2 The technical and organisational measures taken by us as a data processor based within the European Union comply with the strict requirements of the GDPR and are described at [www.steinert.de/privacy]. The customer is advised that, given the current state of technology, it is not possible to guarantee the security of data transmissions on open networks such as the internet. The customer is responsible for the security of any data transmitted by them via the internet.

16.3 If other data protection requirements apply to the customer or us, in particular under local data protection laws applicable to the customer, the customer must inform us of these requirements in writing (e.g. by email) and enter into any necessary additional agreements with us.

16.4 We are entitled to process data obtained during the performance of services for our own purposes, in particular for invoicing, improving services and offering additional value-added services. We will not pass customer data on to third parties for their own use.

17. Confidentiality and retention obligations

17.1 The customer undertakes to store all information received from us properly and to treat it as strictly confidential, to use it exclusively on the basis of and in accordance with this agreement, and to protect it from unauthorized access by third parties. This applies in particular to confidential information (e.g., inventions, ideas, know-how, concepts, specifications, flowcharts, commercial information, and IT security measures such as access protection, passwords, data, algorithms, computer programs, documents containing software source code, network connections, etc.).

17.2 Unauthorised third parties include all persons other than (i) the customer's own employees, legal advisors, representatives and consultants, and (ii) affiliated companies and their employees, legal advisors, representatives and consultants, who require access to such confidential information for business purposes and who are subject to confidentiality obligations at least as strict as those contained in this agreement.

17.3 The customer shall protect our confidential information with no less care than they use to protect their own confidential information, and in any event with at least the diligence of a prudent businessperson.

17.4 These confidentiality obligations shall not apply to information that:

- a. was already publicly available at the time of disclosure, or
- b. become publicly known at a later date through no fault of the customer, or

c. was demonstrably known to the customer prior to disclosure by us, or
d. is lawfully received by the customer from a third party without confidentiality obligation, or

e. was demonstrably developed independently by the customer.

17.5 Notwithstanding the above provisions, the customer is entitled to comply with its legal disclosure obligations, including with regard to protected information. In such cases, the customer shall, to the extent possible and legally permissible, notify us prior to such disclosure and assist us at their expense if we decide to take action against such disclosure. Any forced disclosure shall be limited to the absolute minimum necessary and shall be subject to confidentiality wherever possible.

17.6 We undertake to maintain confidentiality regarding all confidential information that comes to our knowledge during the preparation, execution and fulfilment of this agreement, in particular the customer's business or trade secrets, and not to disclose such information or exploit it in any other way. This applies to any and all unauthorized third parties, i.e. also to unauthorized employees of either party, unless the disclosure of information is necessary for the proper fulfilment of contractual obligations. In case of doubt, we will obtain the customer's consent prior to any such disclosure.

17.7 The confidentiality obligation shall continue to apply after termination of the agreement.

18. Term and termination

18.1 An individual agreement enters into force upon signature by both parties and shall remain in force for the term specified therein.

18.2 An individual contract shall be automatically extended for a further twelve (12) months unless one party gives the other party notice of termination at least ninety (90) days before the end of the respective term.

18.3 Either party may terminate an individual agreement for good cause at any time. Good cause includes, in particular, if:

a. the fulfilment of the individual contract becomes legally or practically impossible or economically unreasonable for reasons not attributable to the terminating party,

b. the other party fails to fulfil its essential contractual obligations within a reasonable period of time despite prior warning,

c. the fulfilment of obligations arising from an individual agreement is jeopardised due to a deterioration in the financial situation of the other party. A deterioration in financial circumstances shall be deemed to exist in particular if the other party is repeatedly in arrears with its payments for more than ten (10) days, or if an attempt to enforce payment from the other party has been unsuccessful, or

d. the customer is in arrears with an amount equivalent to two monthly payments. Partial payment of outstanding amounts does not invalidate the right of termination.

18.4 We shall be entitled to an extraordinary termination of an individual agreement if the majority or control relationships among the customer's shareholders change or if the individual agreement is transferred to a legal successor. This does not apply if such changes are merely the result of restructuring within the customer's group, i.e. if the majority or control remains directly or indirectly with the customer's previous ultimate parent company. The period of notice is one month. The customer must inform us in writing without delay as soon as they become aware of such impending changes.

18.5 All notices of termination must be made in writing.

18.6 Each party agrees to return all documents, papers, records, or concepts provided by the other party during the term of the agreement upon request, or immediately and without request after the agreement ends, or to destroy them (only upon instruction from the relevant party), unless there is a legal obligation to retain them. This also includes routinely created backup copies, insofar as their deletion is technically and organisationally possible. If such backup copies cannot be deleted immediately, they must be protected from access until they are finally deleted and may no longer be used. Deletion or destruction must be confirmed in writing at the request of one of the parties.

19. Applicable law and place of jurisdiction

19.1 All legal issues relating to these General Terms and Conditions of Service, including the conclusion of an individual agreement, shall be governed exclusively by German law, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.2 Cologne is agreed as the exclusive place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions of Service. This also applies to disputes concerning tortious or other non-contractual claims.

20. Miscellaneous

20.1 All amendments and additions relating to these General Terms and Conditions of Service must be documented in writing. No verbal side agreements exist.

20.2 The customer's rights of retention and refusal to perform are excluded. This does not apply to rights of retention and refusal to perform based on claims against Steinert that are undisputed or have been established by a final and binding court decision or are ready for decision or are synallagmatically linked to Steinert's claim.

20.3 The customer's right to offset claims against Steinert is excluded. This does not apply if the customer offsets a claim from the same agreement that is undisputed, legally binding, ready for decision, or synallagmatic.

20.4 If any of the provisions of these General Terms and Conditions of Service are found to be wholly or partially invalid, this shall not affect the validity of the remaining provisions of the General Terms and Conditions of Service; in this case, the parties shall, without delay, agree on a valid provision that comes as close as possible to the economic purpose of the invalid one. The same shall apply in the event of any contractual gaps.

STEINERT GmbH, Cologne, STEINERT UniSort GmbH, Zittau
& STEINERT MSort GmbH, Wedel