General Terms and Conditions of Purchase and Order

LETHE Exterior Doors GmbH

Version v03

1 General Provisions

1.1 Our General Terms and Conditions of Purchase and Order apply to all orders, purchase orders, and other contractual agreements, subject to any contrary individual agreements. We do not recognize any terms and conditions that conflict with or deviate from our Terms and Conditions of Purchase and Order, unless we have expressly agreed to their validity in writing. This also applies if we refer to a letter from our (potential) contractual partner that contains or refers to that party's general terms and conditions. Our Terms and Conditions of Purchase and Order shall apply even if we accept the deliveries /services without reservation while being aware of terms and conditions of the Supplier / Contractor that conflict with or deviate from our Terms and Conditions of Purchase and Order.

1.2 The foregoing also applies to subsequent orders without the need for a separate agreement regarding these General Terms and Conditions or a reference thereto.

1.3 Where these General Terms and Conditions refer to "written form" or "in writing," this means "text form" [Textform] as defined in § 126b of the German Civil Code (BGB).

2 Offer and Conclusion of Contract

2.1 Our inquiries are subject to change and non-binding. Offers from the Supplier/Contractor are provided to us free of charge.

2.2 All contract conclusions and other contractual agreements become effective only upon our written confirmation.

2.3 Additions, amendments, or verbal agreements also require our written confirmation.

3 Price

3.1 All prices are fixed prices plus applicable turnover tax [Umsatzsteuer].

3.2 The prices agreed upon with the Supplier/Contractor include compensation for all deliveries and services provided to the Supplier/Contractor (including any necessary certificates, drawings, and evaluations, etc., in German and English) and are quoted free to the place of use specified by us.

3.3 If a lump-sum price has been agreed upon, it covers all activities and obligations of the Supplier/Contractor necessary for the performance of the services as agreed, even if they are not expressly mentioned, i.e., including additional work as well as all necessary modifications and repairs. In particular, the lump-sum price includes all necessary deliveries and services to be provided to our customer during commissioning and test runs at our request. The Supplier/Contractor must factor these services into its lump-sum price.

3.4 If the Supplier/Contractor is aware that the actual quantities to be supplied have not yet been finalized, and in knowledge thereof nevertheless agrees to a lump-sum contract (Section 3.3), the Supplier/Contractor assumes the risk of typically foreseeable increases in quantity.

3.5 We will pay for deliveries and services not covered by the contract only if they were offered by the Supplier/Contractor prior to the start of work—taking into account any additional or reduced costs based on the original calculation—and were commissioned by us in writing. This does not apply if a lump-sum price has been agreed upon; in such cases, the provision in Section 3.3 shall remain applicable.

3.6 Work performed on an hourly-rate basis will be compensated only if it was expressly agreed upon as such and as eligible for compensation prior to the commencement of work.

4 Invoicing and Payment Terms, Set-off

4.1 After performing the contractual services, the Supplier/Contractor must submit invoices to us separately for each order and in duplicate, specifying the cost center and the commission. Invoices must be sent as electronic invoices to the billing address designated by us. Turnover tax must be shown separately. Invoices become due only when we have received them in a verifiable form, i.e., accompanied by measurement documents and measurement drawings.

4.2 Time sheets must be submitted to our site manager for countersignature no later than two business days after the services have been rendered, prior to invoicing, as verification is not possible if the time sheets are submitted late. The work report must include the delivery note and/or the degree of completion of the deliveries and services, the type of services rendered, and the hourly time sheet by employee, including the start and end times and the number of billed hours.

4.3 Progress payments up to a total of 60% of the agreed-upon gross total price (or lump-sum price, if applicable) shall be made in accordance with the value of the proven contractual performance, subject to any other contractual agreements. In the case of interim invoices, the order total, the portion of the order total already billed (as percentage and in absolute terms), and the invoice amount must be stated.

4.4 Unless different payment terms have been agreed upon, payment of complete and valid invoices shall be made within 14 days of receipt of the invoice with a 3.00% discount or within 30 days of receipt of the invoice on a net basis.

4.5 The Supplier/Contractor is entitled to set off claims only if such claims have been legally established or acknowledged by us. The Supplier/Contractor is entitled to exercise a right of retention only if its counterclaim is based on the same contractual relationship and the right of retention is based on counterclaims that have either been legally established or acknowledged by us.

5 Security

5.1 The Supplier/Contractor is obligated to provide us, immediately upon conclusion of the contract, with a performance bond from a credit institution or credit insurer licensed in the EU or the EEA in the amount of 10.00% of the agreed gross contract sum. If the Supplier/Contractor fails to provide the performance bond, we are entitled to terminate the contract or withdraw from it. The performance bond shall be returned to the Supplier/Contractor upon acceptance of the services. If the performance bond is not provided or is not provided on time, we are entitled to withhold 10.00% of the gross order amount from each progress payment invoice until the agreed security retention of 10.00% of the gross order amount has been reached. Until the acceptance of the services, the Supplier/Contractor is entitled to replace the security retention with a bond from a credit institution or credit insurer authorized in the EU or the EEA. The security retention/performance bond must be returned to the Supplier/Contractor upon acceptance of the services.

5.2 Concurrently with the payment of the retention of security or the return of the performance bond, we are entitled to retain 5.00% of the gross settlement amount as security for the duration of the warranty period. We are entitled to withhold the retention in installments from the progress invoices in the amount of 5.00% of the gross invoice amount of each progress invoice until the agreed retention of 5.00% of the total gross invoice amount is reached. The Supplier/Contractor is entitled to replace the security retention with a bond from a credit institution or credit insurer authorized in the EU or the EEA.

5.3 The bond referred to in Sections 5.1 and 5.2 must be open-ended, unconditional, and irrevocable and must include a waiver of the defenses of set-off and voidability (Section 770 BGB) and the right to bring a preliminary action (Section 771 BGB).

6 Prohibition on Assignment

Without our express consent, the Supplier/Contractor is not entitled to assign claims and rights against us, in whole or in part, to third parties. § 354a German Commercial Code (HGB) remains unaffected.

7 Delivery/Performance and Acceptance

7.1 Deliverables must be shipped free of charge to the location designated by us. Services must be performed at the location designated by us.

7.2 Acceptance of deliveries and services—and thus the transfer of risk—shall be effected by a written acceptance protocol to be signed by both parties. The receipt of partial deliveries or services does not constitute acceptance in the aforementioned sense, nor does it entail a transfer of risk. The Supplier must notify us in writing of the delivery, and the Contractor must notify us in writing of the completion of the service. Mere receipt or commencement of use of the delivery or service does not constitute acceptance, nor does payment of an interim or final invoice.

7.3 The scope of delivery/services includes all plans, manuals, manufacturer's guidelines, product data sheets, and all other documentation required by the user. The criteria for determining the proper performance of the delivery/service are the agreed-upon quality, the recognized rules of technology at the time of acceptance, the applicable German industrial standards or regulations of a classification society, a competent professional association, or any other regulatory authority, as well as international standards and/or regulations of the flag state at the time of delivery/acceptance.

7.4 The Supplier must enclose a delivery note in duplicate with each delivery, which precisely describes the delivery and lists the commission and the cost center.

7.5 The Supplier/Contractor shall grant us all rights of use necessary for the use of the deliveries and services by us or by third parties, subject to any patents, supplementary protection certificates, trademarks, instructions for use, etc.

7.6 The goods and services to be provided by the Supplier/Contractor must be free of any rights held by the Supplier or third parties and must be transferred to us for our unrestricted use. This includes the right to perform repairs and modifications to the goods and services ourselves or have them performed, as well as to manufacture replacement parts ourselves or have them manufactured by third parties. The Supplier/Contractor shall indemnify us against all claims by third parties arising from any infringement of intellectual property rights.

7.7 The goods manufactured by the Supplier/Contractor based on specifications, drawings, samples, models, or other documents or instructions may be delivered exclusively to us and must not be made available to third parties without our written consent.

7.8 The Supplier/Contractor shall notify us of any improvements to the delivered goods or services that appear feasible to the Supplier/Contractor during the performance of the contract. We shall have the exclusive right to apply for intellectual property rights for such improvements and to exploit them commercially.

7.9 If the Supplier/Contractor identifies errors or potential errors during the planning or execution of the deliveries and services, or if the Supplier/Contractor could or should have identified the error, the Supplier/Contractor is obligated to notify us of this in writing. Otherwise, the Supplier/Contractor must compensate us for any resulting damages.

7.10 We are entitled to resell the goods and services in the ordinary course of business.

8 Exclusion of Retention of Title

We expressly do not recognize any retention of title of any kind by the Supplier/Contractor or its subcontractors. The assertion of rights of separation is therefore excluded.

9 Deadlines, Default, Contractual Penalty

9.1 The deadlines specified in the contractual agreements are binding contractual deadlines. Performance prior to the agreed deadlines entitles us to reject the delivery/service until the due date.

9.2 The Supplier/Contractor must notify us immediately in writing of any reasons that lead to a delay in meeting the deadline. This is necessary, among other things, because delays can result in significant financial losses for us due to our own obligations to our customers. We will pass these losses on to the Supplier/Contractor.

9.3 If the Supplier/Contractor misses the delivery or service deadline for reasons for which they are responsible or which they should have taken into account when submitting their bid (e.g., bad weather, company holidays, etc.), they shall pay us, for each week or portion thereof that they are in default, a contractual penalty in the amount of 0.50% of the pro-rated gross invoice amount accrued up to that point in the case of missed interim deadlines, and in the case of missing the final deadline, 0.50% of the total gross invoice amount (value of the service), up to a maximum of 5.00% of the total gross invoice amount. If interim deadlines and the final deadline are exceeded multiple times, the penalties shall not be cumulative. The contractual penalty is payable even if we have not expressly reserved this right upon acceptance of the delayed delivery/service. Payment of the contractual penalty does not release the Supplier/Contractor from its obligation to perform. Contractual penalties that have already become due are not waived by the agreement of new deadlines. We expressly reserve the right to assert further claims for damages.

9.4 In the event of a delay, if there is a risk of default, in cases of urgency, or to avoid or minimize further damage, we are entitled, at our discretion and without setting a grace period, to either perform supplementary work or make supplementary deliveries in parallel with the Supplier's/Contractor's services and/or to terminate the contract and have the service/delivery not yet performed by the Supplier/Contractor be carried out by a third party at the Supplier's/Contractor's expense. The Supplier/Contractor shall have no claim to the agreed compensation, less any expenses saved and/or damages, but only to compensation for services already rendered, less any additional costs incurred by us or any damages we have suffered.

9.5 The Supplier/Contractor agrees not to accept any orders directly from our principal client for the respective ongoing project. In the event of a breach, the Supplier/Contractor shall pay a contractual penalty equal to 5.00% of the gross order amount.

10 Warranty, Liability for Defects

10.1 The Supplier/Contractor unconditionally warrants that its deliveries and services possess the agreed-upon quality, fulfill the contractually intended purpose, and meet the requirements specified in Section 7.3.

10.2 The warranty period begins to run upon acceptance in accordance with Sections 7.2 and 7.3 and lasts for 24 months following acceptance by the end customer (usually the ship's owner); for technical systems and equipment or parts thereof, the warranty period begins at the earliest upon commissioning, as the service often cannot be inspected beforehand. However, the warranty period shall not exceed 48 months following our acceptance of the scope of delivery and services.

10.3 We are entitled to take all necessary measures to remedy defects at the Supplier's/Contractor's expense as soon as the initial request for subsequent performance has expired without result, if this is necessary for good cause. Good cause in this context includes, in particular, the urgent request of the end customer and/or the threat of significant damage.

10.4 We may remedy or have remedied minor defects—i.e., defects whose remediation costs amount to no more than 5.00% of the gross order value—ourselves without prior

consultation with the Supplier/Contractor in fulfillment of our duty to mitigate damages. The Supplier/Contractor shall bear the resulting costs.

10.5 If the Supplier/Contractor has acknowledged the defect, the statute of limitations for warranty claims regarding repaired and replaced parts shall begin anew upon complete rectification of the defect. If the remaining standard statute of limitations for a defect acknowledged by the Supplier/Contractor is less than six months, our claims shall become time-barred six months after notification of the defect.

10.6 To the extent that the Supplier/Contractor is responsible for product damage, the Supplier/Contractor is obligated, upon our first request, to hold us harmless against third-party claims for damages to the extent that the cause lies within the Supplier/Contractor's sphere of control and organization and the Supplier/Contractor is liable in its external relations.

10.7 Our representatives and those of our customers are entitled to visit the Supplier/Contractor during its business hours to verify that it is performing its contractual obligations, to participate in the supplier's own inspections, or to conduct inspections themselves. Costs for repeat inspections caused by previously identified defects shall be borne by the Supplier/Contractor. Notwithstanding any inspections or monitoring conducted by us or our representatives, the Supplier/Contractor remains solely responsible for the proper performance of the services.

10.8 If the Supplier/Contractor cannot acknowledge a warranty claim without conducting its own inspection, it undertakes to notify us of this and to coordinate with us the time and place of the planned inspection. The inspection may only take place in the presence of our representative or, in the representative's absence, with our consent. Notwithstanding this procedure, however, any demand for subsequent performance made by us and any deadline set by us shall remain valid.

10.9 The Supplier/Contractor waives the defense of late notification of defects, provided that the defect is discovered during the warranty period and is verifiably asserted within 60 business days after its expiration.

10.10 Rework resulting from damage, as well as repairs, is included in the contract price, unless the Supplier/Contractor can prove that the damage was caused by third parties outside its sphere of responsibility.

10.11 The Supplier/Contractor agrees to provide proof of adequate general liability insurance for itself and, if applicable, its subcontractors, with the coverage amount to be agreed upon with us. If we do not receive such proof within 6 business days of the contract's conclusion, we are entitled to terminate the contract for cause or to rescind it, without the Supplier/Contractor being entitled to assert any claims against us. We are entitled to such termination until the expiration of four calendar weeks following the expiration of the submission deadline specified in the first sentence.

11 Subcontractors

11.1 The Supplier/Contractor may engage subcontractors to fulfill its contractual obligations to us only with our written consent. The engagement of subcontractors does not release the Supplier/Contractor from its obligations to us. If the Supplier/Contractor fails to provide such notice, this entitles us to terminate the contract or withdraw from it, without the Supplier/Contractor being entitled to assert any claims against us.

11.2 When awarding contracts to subcontractors, the Supplier/Contractor must ensure that the subcontractors also grant us the rights arising from this contract and its terms and conditions.

11.3 Persons/subcontractors/suppliers entrusted with the performance of the work may be replaced only with our prior consent. We reserve the right to reject any such persons and/or to demand their immediate removal from the construction site.

12 General Rules of Conduct and Safety Regulations

12.1 The Supplier/Contractor is liable for the loss of or damage to materials and tools provided by us. The Supplier/Contractor must notify us immediately.

12.2 Before and after work begins, the Supplier's/Contractor's designated site manager must report to our site manager and follow his or her instructions, particularly to avoid disrupting work processes; however, these instructions generally do not pertain to the manner in which the services are performed, as the Supplier/Contractor bears sole responsibility in this regard. An instruction from our site manager may only be issued in this regard if it is evident that the Supplier's/Contractor's performance will result in defective work or cause further damage.

12.3 The Supplier/Contractor must ensure that the work area remains clean at all times. Upon completion of the work, the work area must be handed over to our site manager in a tidy and clean condition.

12.4 The Supplier/Contractor must strictly comply with the accident prevention and other safety regulations in effect at the construction site. This applies in particular to smoking bans, regulations governing the performance of "hot work" (welding and cutting), and safety measures when handling hazardous materials. The Supplier's/Contractor's employees must wear appropriate protective work clothing.

12.5 The Supplier/Contractor further undertakes to comply with all special provisions and regulations applicable at the respective construction sites (in particular shipyards) regarding occupational safety, security, and the conduct of third-party companies, as well as other general codes of conduct. The Supplier/Contractor is solely responsible for obtaining the relevant information.

12.6 The Supplier/Contractor must impose corresponding obligations on its subcontractors.

12.7 The Supplier/Contractor undertakes to comply with all laws applicable to it, in particular the Minimum Wage Act [Mindestlohngesetz], the Posted Workers Act [Arbeitnehmer-Entsendegesetz], regulations against undeclared work and illegal employment, applicable sanctions and export control regulations, and anti-corruption regulations. The Supplier/Contractor shall indemnify us against any claims by third parties or authorities arising from a breach of these obligations.

13 Technical Documentation, Confidentiality, Data Protection

13.1 We reserve ownership rights and copyrights to the illustrations, drawings, technical documentation, calculations, and other documents (including any copies made) provided by us, as well as to any unused materials. These must be returned to us immediately upon completion of the order.

13.2 The documents referred to in Section 13.1 may neither be reproduced nor otherwise made available to third parties in any way. Our express written consent is required prior to their disclosure to third parties.

13.3 The Supplier/Contractor shall maintain confidentiality toward third parties regarding all business processes, facilities, equipment, documents, etc., at our company, our client's premises, and those of the client's customers, which become known to the Supplier/Contractor in connection with its work for us, even after submission of the respective offer or fulfillment of the contract. The Supplier/Contractor shall impose corresponding obligations on its agents and employees. The Supplier/Contractor confirms that any information related to this contract will be used by the Supplier/Contractor solely within the scope of this contract. In the event of a breach, we are entitled, at our discretion, to claim an appropriate contractual penalty of up to €50,000.00 from the Supplier/Contractor on a case-by-case basis.

13.4 The Supplier/Contractor acknowledges that we will electronically store the Supplier's/Contractor's data and the data from individual contracts required within the scope of our business relationship, and that we will process and use this data for our operational purposes in accordance with applicable legal provisions. The legal basis is Article 6(1)(b) and (f) of the General Data Protection Regulation (DSGVO). If personal data is processed on our behalf in connection with the provision of services, the parties shall enter into a data processing agreement in accordance with Article 28 of the DSGVO prior to the commencement of processing.

14 Rescission

14.1 Notwithstanding the provisions in Section 9.4 and Section 15, we may rescind the contract in whole or in part and claim damages if the Supplier/Contractor is in default with its delivery or performance for 30 calendar days in a single instance or for a total of more than 60 calendar days.

14.2 Upon exercising our right of rescission, we will return any goods already delivered and/or parts thereof to the Supplier/Contractor at the Supplier's/Contractor's expense.

14.3 In the event of withdrawal, the Supplier/Contractor is obligated to repay to us all payments received up to that point under this contract, plus interest at a rate of nine percentage points above the respective base interest rate pursuant to § 247 BGB. Interest on the repayment amount shall not apply in the event of withdrawal due to force majeure.

15 Extraordinary Termination, Final Settlement

15.1 We are entitled to terminate the contractual relationship between us and the Supplier/Contractor at any time, in whole or in part, for good cause. Good cause shall be deemed to exist, in particular, in the event of the opening of insolvency proceedings against the Supplier/Contractor's assets or the filing of a corresponding petition that is not withdrawn or dismissed within three weeks.

15.2 Following termination pursuant to Section 15.1, the Supplier/Contractor is entitled to the following residual compensation:

- Reimbursement of reasonable cost of materials for semi-finished and partially processed parts, provided they are free of defects,
- The agreed-upon price for completed and defect-free contractual items.

15.3 All payments to be made under this contract, including the final settlement, shall not exceed the amount to which the Supplier/Contractor would have been entitled had the contract not been terminated.

15.4 The Supplier/Contractor must provide evidence of the claims asserted pursuant to Section 15.2.

15.5 The Supplier/Contractor undertakes to take all reasonable steps to keep the costs incurred by it as low as possible or to reduce them.

15.6 Any further claims by the Supplier/Contractor for residual compensation (e.g., lost profits, costs of lost production, etc.) are hereby expressly excluded.

15.7 We are obligated to make payment with respect to such items and rights, the costs of which are to be fully reimbursed, only to the extent that the Supplier/Contractor transfers ownership of or conveys the items and rights to us free of any third-party rights.

16 Jurisdiction, Governing Law, Loyalty

16.1 The exclusive place of jurisdiction for all disputes arising directly or indirectly from and in connection with the contractual relationship between us and the Supplier/Contractor is the local or regional court with jurisdiction over Hamburg. However, we remain entitled, at our discretion, to sue the Supplier/Contractor before the courts with jurisdiction over the Supplier's/Contractor's place of business.

16.2 All legal relationships between us and the Supplier/Contractor shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention of April 11, 1980, on Contracts for the International Sale of Goods (CISG).

16.3 The Supplier/Contractor shall assist us in all judicial and extrajudicial disputes between us and our customer, to the extent that such a dispute relates in whole or in part to the Supplier's/Contractor's deliveries and services. This applies regardless of whether or not we notify the Supplier/Contractor of the dispute [Streitverkündung].

17 Third-Party Intellectual Property Rights

17.1 If the Supplier/Contractor manufactures and delivers items and equipment in accordance with our specifications, drawings, or models, the Supplier/Contractor shall be liable for ensuring that no third-party intellectual property rights are infringed.

17.2 The Supplier/Contractor shall hold us harmless against any claims by third parties and compensate us for any damages that may arise.

17.3 If a third party invokes a property right belonging to it and prohibits the Supplier/Contractor from using said property right, the Supplier/Contractor is obligated to notify us of this immediately. In such a case, the Supplier/Contractor is obligated, at its own expense, to manufacture or deliver its goods or services in an alternative but equivalent manner without infringing the property rights of third parties.

17.4 The Supplier/Contractor shall be liable for any culpable infringement of intellectual property rights and applications for such rights arising from the contractual use of the deliveries and services, and shall indemnify us and our customers against all claims by third parties arising from the infringement of such intellectual property rights.

18 Quality

18.1 The Supplier/Contractor must establish and maintain a documented quality assurance system that is appropriate in type and scope and corresponds to the state of the art.

18.2 The Supplier/Contractor must maintain records, in particular regarding its quality inspections, and make these available to us upon request.

18.3 The Supplier/Contractor hereby consents to quality audits conducted by us or by a representative appointed by us to assess the effectiveness of its quality assurance system.

19 Final Provisions

19.1 Any amendments or additions to this contract must be made in writing. Any waiver of this written form requirement must also be made in writing.

19.2 The invalidity of individual provisions shall not affect the validity of the remaining provisions.

19.3 These General Terms and Conditions exist in German and English; in case of any discrepancies, the German version shall prevail.

Effective as of: 19 October, 2026