

## **General Terms and Conditions of Delivery and Payment of Hagenuk Marinekommunikation GmbH [\*]**

### **1. Validity/Offers**

- 1.1. These General Terms and Conditions of Sale shall apply to all – including future – contracts with entrepreneurs, legal entities under public law and special funds under public law for deliveries of goods, provision of services and other performances including contracts for work and services, consultations, proposals and other supplementary work. In the case of drop shipments, the Supplier's price list conditions of the commissioned supply plant shall additionally apply. The Buyer's terms and conditions of purchase shall not be recognized even if the Supplier do not expressly object to them again after their receipt.
- 1.2. Our offers are subject to change without notice. Verbal agreements, promises, assurances and guarantees made by Supplier's employees in connection with the conclusion of the contract shall only become binding upon Supplier's written confirmation.
- 1.3. In case of doubt, the latest version of the Incoterms shall be decisive for the interpretation of trade terms.
- 1.4. All information such as dimensions, weights, illustrations, descriptions, assembly sketches and drawings in sample books, price lists and other printed matter are only approximate, but determined to the best of our ability, but are non-binding for us in this respect. The same applies to specifications of the works. Models and drawings remain our property.
- 1.5. The "Buyer" within the meaning of these Terms and Conditions shall also include the terms "Purchaser" and "Customer".

### **2. Prices**

- 2.1. The prices are ex works or ex warehouse plus freight and the value added tax applicable at the time of delivery.
- 2.2. Unless otherwise agreed, the prices and conditions of our price list valid at the time of contract conclusion shall apply. The goods shall be invoiced "gross for net".
- 2.3. If duties or other external costs included in the agreed price change later than four (4) weeks after conclusion of the contract or if they are newly imposed or changed, we shall be entitled to increase the price to the corresponding extent.
- 2.4. We reserve the right to increase the agreed price for quantities not yet delivered if, due to a change in the raw material and/or economic situation, circumstances arise which make the manufacture and/or purchase of the product concerned significantly more expensive than at the time of the conclusion of the contract. In this case, the Buyer may cancel the orders affected by the price increase within four (4) weeks of notification thereof.

### **3. Payment and settlement**

- 3.1. Unless otherwise agreed or stated in our invoices, the purchase price is due immediately after delivery without discount and is to be paid in such a way that we have the amount at our disposal on the due date. Costs of payment transactions shall be borne by the Buyer. The Buyer shall only be entitled to a right of retention and a right of set-off insofar as his counterclaims are undisputed or have been legally established.
- 3.2. If the Buyer is in delay with its payment obligations, Supplier shall charge interest at a rate of 8 percentage points above the base rate of the European Central Bank, unless higher interest rates have been agreed. We reserve the right to assert further damages caused by Buyer's default.
- 3.3. The Buyer shall be in delay with its payment obligation fault at the latest ten (10) days after the due date and receipt of the invoice/payment schedule or receipt of the goods or service.
- 3.4. On the basis of the authorization granted to us by the companies belonging to our group (Section 18 of the German Stock Corporation Act \*) we are entitled to set off against all claims to which the Buyer is entitled against us or one of these group companies, irrespective of the legal grounds. This shall also apply if one party has agreed to payment

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in cash and the other party to payment in bills of exchange or other services on account of performance fulfilment. If applicable, these agreements only refer to the balance. If the claims are due at different times, our claims in this respect shall become due at the latest when our liability becomes due and shall be settled in accordance with the value date.

- 3.5. If, after conclusion of the contract, it becomes apparent that our claim for payment is jeopardized by the Buyer's lack of ability to pay, we shall be entitled to the rights under Section 321 of the German Civil Code (plea of uncertainty). We shall then also be entitled to call due all statute-barred claims from the current business relationship with the Buyer. Furthermore, the plea of uncertainty extends to all other outstanding deliveries and services from the business relationship with the Buyer.
- 3.6. An agreed cash discount always relates only to the invoice value excluding freight and presupposes the complete settlement of all due liabilities of the Buyer at the time of the cash discount.

### **4. Software Services and/or Consultancy Services**

- 4.1. In the case of contracts obliging us to provide software services and/or consultancy services, the services to be provided by us shall result from a written performance specification (e.g. requirement specifications). In the case of series and standard software, our delivery specification shall be deemed to be the performance specification.
- 4.2. The rights to the work results shall remain with the Supplier; the Buyer shall be granted a non-exclusive right to use the work results for his own purposes within the framework of the contractual agreements.
- 4.3. The Buyer may only demand the handover of program documents of user software if the software has been developed specifically for him, the handover has been expressly agreed in writing and the Buyer has paid all costs and remuneration within the scope of the order. Under no circumstances may the Buyer demand the surrender of the source code.
- 4.4. We shall store data and documents made accessible to us with due care. The Buyer shall keep copies on his premises for the purpose of reconstructability.

### **5. Execution of Deliveries, Delivery Periods and Dates**

- 5.1. Our delivery obligation is subject to correct and timely availability of supplies, unless we are at fault for the incorrect or delayed self-delivery.
- 5.2. Information on delivery times is approximate. Delivery periods shall commence on the date of our order confirmation and shall only apply on condition that all details of the order are clarified in good time and that all obligations on the part of the Buyer are fulfilled in good time, e.g. provision of all official certificates, provision of letters of credit and guarantees or payment of deposits.
- 5.3. The time of dispatch ex works or ex warehouse shall be decisive for compliance with delivery periods and dates. They shall be deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.
- 5.4. Events of force majeure entitle us to postpone delivery for the duration of the hindrance and a reasonable start-up period. This shall also apply if such events occur during an existing delay. Force majeure shall be deemed to include monetary, trade policy and other sovereign measures, war, terrorism, civil unrest or uprisings, civil war, blockades, embargoes, sanctions, catastrophes, strikes, lockouts, operational disruptions for which we are not responsible (e.g. fire, floods, earthquakes, explosions, storms, machine or roller breakage, shortage of materials, raw materials or energy, cyber-attacks), obstruction of traffic routes, delays in import/customs clearance as well as all other circumstances, such as in particular epidemics and pandemics, which, through no fault of our own, make deliveries significantly more difficult or impossible. It is irrelevant whether these circumstances occur at our premises, at our supplier's plants or at a sub-supplier's premises. If, as a result of the aforementioned events, the execution of the

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contract becomes unreasonable for one of the contracting parties, in particular if the execution of the contract is delayed in essential parts by more than six (6) months, this party may declare the cancellation of the contract.

### **6. Ownership and Retention of Title**

- 6.1. All goods delivered shall remain our property (reserved goods) until all claims have been fulfilled, in particular also the respective balance claims to which we are entitled within the scope of the business relationship (balance reservation) and the claims which are unilaterally established by the insolvency administrator by way of choice of performance. This shall also apply to claims arising in the future and conditional claims, e.g. from acceptor's bills of exchange, and also if payments are made on specially designated claims. This reservation of balance shall finally expire upon settlement of all claims still outstanding at the time of payment and covered by this reservation of balance.
- 6.2. In the event of the general overhaul (refurbishment) of goods, ownership of the parts to be replaced shall pass to us and the replaced parts shall become the property of the Buyer.
- 6.3. Treatment and processing of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of Section 950 of the German Civil Code without obligating us. The processed goods shall be deemed to be goods subject to retention of title within the meaning of No. 1. If the goods subject to retention of title are processed, combined or mixed with other goods by the Buyer, we shall be entitled to co-ownership of the new item on a pro rata basis in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership expires as a result of combining or mixing, the Buyer shall, at that point of time, transfer to us the ownership rights to which he is entitled in the new stock or item to the extent of the invoice value of the reserved goods and shall hold them in safe custody for us free of charge. Our co-ownership rights shall be deemed to be reserved goods within the meaning of No. 1.
- 6.4. The Buyer may only sell the goods subject to retention of title in the ordinary course of business under his normal terms and conditions of business and as long as he is not in default, provided that the claims from the resale pursuant to Nos. 4 to 6 are transferred to us. He is not entitled to dispose of the reserved goods in any other way.
- 6.5. The claims from the resale of the reserved goods, together with all securities which the Buyer acquires for the claim, are assigned to us at that point of time. They serve as security to the same extent as the reserved goods. If the reserved goods are sold by the Buyer together with other goods not sold by us, the claim from the resale shall be assigned to us in the ratio of the invoice value of the reserved goods to the invoice value of the other goods sold. In the event of the sale of goods in which we have co-ownership shares pursuant to No. 2, a part corresponding to our co-ownership share shall be assigned to us. If the goods subject to retention of title are used by the Buyer to fulfil a contract for work and services, the claim arising from the contract for work and services shall be assigned to us in advance to the same extent.
- 6.6. The Buyer is entitled to collect claims from the resale. This authorization to collect shall expire in the event of our revocation, but at the latest in the event of default in payment, non-redemption of a bill of exchange or application for the opening of insolvency proceedings. We shall only exercise our right of revocation if it becomes apparent after conclusion of the contract that our claim for payment under this or other contracts with the Buyer is jeopardized by the Buyer's lack of ability to pay. Upon our request, the Buyer is obliged to inform his customers immediately of the assignment to us and to provide us with the documents required for collection.
- 6.7. An assignment of claims from the resale is not permitted unless it is an assignment by way of genuine factoring which is notified to us and in which the factoring proceeds exceed the value of our secured claim. Upon crediting the factoring proceeds, our claim shall become due immediately.
- 6.8. The Buyer must inform us immediately of any seizure or other impairment by third parties. The Buyer shall bear all costs which have to be incurred in order to cancel the seizure or to return the reserved goods, insofar as they are not

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reimbursed by third parties.

- 6.9. If the Buyer defaults on payment or does not honor a bill of exchange when it is due, we are entitled to take back the goods subject to retention of title and, if necessary, to enter the Buyer's premises for this purpose. The same shall apply if, after conclusion of the contract, it becomes apparent that our claim for payment under this or other contracts with the Buyer is jeopardized by the Buyer's lack of ability to pay. Repossession does not constitute withdrawal from the contract. The provisions of the German Insolvency Code shall remain unaffected.
- 6.10. If the invoice value of the existing securities exceeds the secured claims including ancillary claims (interest; costs or similar) by more than 50% in total, we are obliged to release securities of our choice upon the request of the Buyer.

### **7. Grades, Dimensions and Weights**

- 7.1. Grades and dimensions shall be determined according to the agreed standards, in the absence of an agreement according to the standards applicable at the time of conclusion of the contract, in the absence of such according to commercial practice. References to standards such as DIN/EN or their components such as material sheets, test certificates and test standards as well as information on grades, dimensions, weights and usability are not assurances or guarantees, nor are declarations of conformity, manufacturer's declarations and corresponding marks such as CE and GS.
- 7.2. The weighing carried out by us or our sub-supplier shall be decisive for the weights. We are entitled to determine the weight without weighing according to standard (theoretical) plus 2.5% (commercial weight). We may also determine the weights theoretically without weighing according to the length or area of the products, whereby we may determine the measurements according to recognized statistical methods. The numbers of units, bundles etc. stated in the dispatch note are non-binding for goods calculated by weight. Unless individual weighing is customary, the total weight of the consignment shall apply in each case. Differences compared to the calculated individual weights shall be distributed proportionately among them.

### **8. Acceptance**

- 8.1. If acceptance has been agreed, it can only take place in the Supplier's plant or warehouse immediately after notification of readiness for acceptance. The personal acceptance costs shall be borne by the Buyer, the material acceptance costs shall be charged to him in accordance with our price list or the price list of the supplying plant.
- 8.2. If the acceptance is not carried out, not carried out on time or not carried out completely through no fault of our own, we are entitled to dispatch the goods without acceptance or to store them at the Buyer's expense and risk and to charge the Buyer for them.

### **9. Dispatch, Transfer of Risk, Packaging, Partial Deliveries**

- 9.1. We determine the shipping route and means of transport as well as the forwarding agent and carrier.
- 9.2. If, through no fault of our own, transport by the intended route or to the intended place in the intended time becomes impossible or substantially more difficult, we shall be entitled to deliver by another route or to another place; the additional costs incurred shall be borne by the Buyer. The Buyer shall be given the opportunity to comment beforehand.
- 9.3. The goods are delivered unpacked and not protected against rust. If customary in the trade, we deliver the goods already packaged. We provide packaging, protective and/or transport aids as required according to our experience at the Buyer's expense. They will be taken back at our warehouse. We do not assume the Buyer's costs for the return transport or for the Buyer's own disposal of the packaging.
- 9.4. We are entitled to make partial deliveries to a reasonable extent. We are entitled to reasonably exceed or fall short of the agreed delivery quantities. The specification of a "circa" quantity entitles us to over/underrun and corresponding

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invoicing of up to 10%.

9.5. We are entitled to obtain the receipt of the goods from the recipient in electronic form.

### **10. Call Orders**

10.1. In the case of call orders, goods reported ready for dispatch must be called immediately, otherwise we are entitled, after issuing a reminder, to dispatch them at our discretion at the Buyer's expense and risk or to store them at our discretion and to invoice them immediately.

10.2. In the case of contracts with continuous delivery, call-offs and grade classification for approximately equal monthly quantities shall be given to us; otherwise, we shall be entitled to make the determinations ourselves at our reasonable discretion.

10.3. If the individual call-offs exceed the contractual quantity in total, we shall be entitled but not obliged to deliver the excess quantity. We may charge for the excess quantity at the prices valid at the time of the call-off or delivery.

### **11. Liability for Material Defects**

11.1. Defects in the goods must be reported in writing immediately, at the latest seven (7) days after delivery. Material defects which cannot be discovered within this period even with the most careful inspection must be reported in writing immediately after discovery, at the latest before the expiry of the agreed or statutory limitation period, with immediate cessation of any processing and treatment. In the event of an insignificant reduction in the value or suitability of the goods, our liability for defects shall be excluded. If goods have already been resold, processed or transformed, the Buyer shall only be entitled to the right of reduction.

11.2. After an agreed inspection of the goods has been carried out by the Buyer, complaints about material defects that were detectable during the agreed type of inspection shall be excluded.

11.3. In the event of a justified notification of defect in due time, we may, at our discretion, remedy the defect or deliver a defect-free item (subsequent fulfilment). In the event of failure or refusal of subsequent fulfilment, the Buyer may reduce the purchase price or withdraw from the contract after unsuccessful expiry of a reasonable deadline set by the Buyer. If the defect is not significant, the Buyer shall only be entitled to the right of reduction.

11.4. If the Buyer does not immediately give us the opportunity to convince ourselves of the defect, in particular if the Buyer does not immediately provide the goods complained about or samples thereof upon request, all rights due to the material defect shall lapse.

11.5. In the case of goods that have been sold as downgraded material – e.g. so-called II a material – the Buyer shall not be entitled to any rights arising from defects with regard to the stated reasons for downgrading and those that he must normally expect. In the case of the sale of II a material, our liability for defects is excluded.

11.6. The Supplier shall only bear expenses in connection with subsequent fulfilment insofar as they are reasonable in the individual case, in particular in relation to the purchase price of the goods, but in no case more than 150 % of the value of the goods. Excluded are costs in connection with the installation and removal of the defective item, as well as costs incurred by the Buyer for self-remedy of a defect, without the legal requirements for this being met. The Supplier shall not bear any expenses incurred because the goods sold have been taken to a place other than the Buyer's registered office or branch unless this is in accordance with their contractual use.

11.7. The Buyer's rights of recourse according to Section 478 of the German Civil Code remain unaffected.

11.8. The Supplier does not provide a warranty for a specific purpose or a specific suitability of the goods, unless otherwise expressly agreed in writing; in all other respects, the risk of use and application lies exclusively with the Buyer.

11.9. For refurbished goods, a limitation period for statutory claims due to defects of one year applies for Buyers.

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### **12. General Limitation of Liability**

- 12.1. The Supplier shall only be liable for breach of contractual and non-contractual obligations, in particular for impossibility, delay, fault during contract initiation and tort – including Supplier's executive employees and other vicarious agents – in cases of intent and gross negligence, in the latter case limited to the typical contractual damage foreseeable at the time of conclusion of the contract.
- 12.2. These limitations shall not apply in the event of culpable breach of essential contractual obligations, insofar as the achievement of the purpose of the contract is jeopardized, in cases of mandatory liability under the Product Liability Act, in the event of damage to life, limb and health and also not if and insofar as we have fraudulently concealed defects in the item or guaranteed their absence. The regulations on the onus of proof remain unaffected by this.
- 12.3. Unless otherwise agreed, contractual claims which the Buyer has against us on the grounds of or in connection with the delivery of the goods shall become statute-barred one year after delivery of the goods, unless they involve compensation for physical injury or damage to health or typical, foreseeable damage or are based on intent or gross negligence on the part of the seller. This shall not affect our liability for intentional and grossly negligent breaches of duty or the limitation of statutory rights of recourse. In cases of subsequent fulfilment, the limitation period shall not be deemed to restart.

### **13. Secrecy**

- 13.1. The Buyer shall treat as confidential all documents and information received in the course of the initiation of the contract, the conclusion of the contract and in the performance of a contract for as long as they are not generally known.
- 13.2. This obligation shall remain in force even after termination of a contract and shall also be imposed on third parties in writing in the event of permissible disclosure of documents and information to third parties.

### **14. Place of Fulfilment, Place of Jurisdiction and Applicable Law**

- 14.1. The place of fulfilment for deliveries is the Supplier's delivery plant in the case of delivery ex works, and our warehouse in the case of all other deliveries. The place of jurisdiction is, at our discretion, the court where our head office or the Buyer's registered office is located.
- 14.2. German substantive law shall apply to all legal relations between us and the Buyer in addition to these Terms and Conditions. The provisions of the Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall not apply.

### **15. Miscellaneous**

- 15.1. 1. If a Buyer who is domiciled outside the Federal Republic of Germany (foreign Buyer) or his agent collects goods or transports or dispatches them abroad, the Buyer shall provide us with the export certificate required for tax purposes in accordance with Sections 8 to 13 of the German Value Added Tax Implementation Order. If this proof is not provided, the Buyer shall pay the value added tax applicable to deliveries within the Federal Republic of Germany on the invoice amount.
- 15.2. In the case of deliveries from the Federal Republic of Germany to other EU member states, the Buyer must inform us prior to delivery of his VAT identification number under which he carries out the purchase taxation within the EU. Otherwise, the Buyer shall pay the VAT amount legally owed by us for our deliveries in addition to the agreed purchase price. For each tax-exempt intra-Community delivery from the Federal Republic of Germany to another EU member state, the Buyer of the goods is obliged pursuant to Section 17a to 17d of the Value Added Tax Implementation Order to provide us with proof of the actual arrival of the goods (confirmation of arrival). The proof shall be provided on a form provided by us. If this proof is not provided, the Buyer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany in relation to the previous (net) invoice amount.

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15.3. Should any provision of these General Terms and Conditions of Delivery and Payment be or become invalid, this shall not affect the validity of the remaining provisions.

Version: August 2023

\*) This includes in particular:

ATLAS ELEKTRONIK GmbH

SONARTECH ATLAS PTY Limited

thyssenkrupp Marine Systems Canada Ltd.

ATLAS ELEKTRONIK India Private Limited

ATLAS MARIDAN ApS

ATLAS North America LLC

ATLAS ELECTRONICS L.L.C.

ATLAS Naval Engineering Company Ltd.

ATLAS ELEKTRONIK Finland Oy

ALSE Germany GmbH

ADVANCED LITHIUM SYSTEMS EUROPE DEFENSE APPLICATIONS SINGLE-MEMBER SOCIETE ANONYME S.A.