

General Terms and Conditions of Sale and Delivery (GTC) - LiTROS (by SCHRAML Glastechnik GmbH, November 2025)

I. GENERAL SECTION

1. Scope

These General Terms and Conditions (GTC) apply to all contractual agreements or deliveries and services in respect of machines, software licences and other services of SCHRAML Glastechnik GmbH (hereinafter "SCHRAML" or the "Seller") for LiTROS products and the buyer (hereinafter the "Customer"), both "the Parties", unless otherwise agreed in writing.

2. Contractual Obligations

A contractual agreement with the Customer shall be established only after

- a) a quotation or written order confirmation is signed by both Parties and
- b) the down payment is received.

3. Prices

Unless otherwise covenanted in writing, prices are exclusive taxes (e.g. VAT) loading charges, customs duties, fees and levies. All costs of dispatch, packaging and delivery, assembly, training, travel and customer services shall be calculated separately.

4. Payment Terms

Unless otherwise covenanted in writing, our prices are based on the following terms of payment:

for LiTROS machine orders:

- 30 (thirty) % down payment due on written order
- 60 (sixty) % due before delivery, but no later than 2 (two) months after the agreed delivery date; in

the event of delays caused by the customer (immediately due)

- 10 (ten) % due after presentation of signed acceptance protocol, but not later than 4 (four) months after the agreed delivery date

for LiTROS software orders:

- 30 (thirty) % down payment due on written order
- 70 (seventy) % due after delivery

for LiTROS spare parts, LiTROS service orders:

- 100 (one hundred) % due after delivery / performance

The Customer guarantees that they have clarified and secured payment financing for the contractual amount. Financing requires the express written consent of the Seller.

5. Delivery Conditions

Unless otherwise covenanted, the equipment depending on the subject matter of the contract and at the Seller's option shall be deemed sold "Ex Works" (EXW) of the Seller's premises (Incoterms 2020). Partial deliveries are allowed.

Deliveries and services that arise based on the scope of supply and service can also be provided by other companies of the LiSEC Group.

Unless otherwise agreed, packaging follows standard practices to protect the equipment during normal transport. Packaging will only be returned if confirmed in writing.

If an order is canceled, a fee of 20 (twenty) % applies. After the goods are ready for dispatch, the fee increases to 50 (fifty) %. In case the agreed advance payment is not received within 4 (four) weeks of signing the order confirmation, the order is deemed canceled and the fee of

20 (twenty) % applies. Custom-made products may not be canceled.

6. Export Restrictions

The Customer is prohibited from exporting to Russia and/or exporting for use in Russia or otherwise making available for use in Russia the Equipment or parts thereof or Software of LiSEC Group and related licenses which the Seller supplies or makes available to the Customer under the terms of this Agreement.

Furthermore, the Customer is prohibited from transporting or having transported through the territory of Russia and/or Belarus any equipment or parts thereof which the Seller supplies or makes available to the Customer.

7. Delivery Date

Delivery dates are agreed upon after clarification of all technical and commercial details according to order situation, scope of supply or order specification of the Seller.

Any delivery times or deadlines shall only become effective once the agreed advance payment has been fully credited. Until then, all delivery-related commitments are non-binding.

8. Installation and Acceptance

If installation and acceptance of the equipment have been agreed:

Assembly and Installation: Assembly of the delivery item may be carried out, to the exclusion of any liability of the Seller, solely in the presence of technicians authorized by the Seller. The Customer must prepare the site and ensure the equipment can be installed properly. The Customer shall ensure that the Equipment can be brought into its premises and that the premises is prepared for installation (e.g. dimensions, connected values, any required facilities

and devices). Installation costs are not included in the product price and are quoted separately. Any additional costs, including but not limited to travel costs and expenses will be reimbursed based on actual expenses. If a service engineer requires a visa to enter the country where the installation will be performed, the Customer must actively assist in obtaining the visa. The Customer's employees responsible for operating the equipment supplied shall be required, to the exclusion of any liability, to undergo machine induction and training which is to be carried out by the Seller who issues a certificate thereof.

Customer Responsibilities: If the Customer fails to provide necessary cooperation, facilities or services on time or as required, they must cover any additional costs incurred by the Seller.

Acceptance Testing: After installation, an acceptance test and protocol will be conducted. Minor deviations from the contract cannot be used to withhold acceptance. Any defects should be noted in the protocol.

Deemed Acceptance: The equipment is considered accepted if it is commercially used or used without reservation or if 10 (ten) working days pass after delivery without successful assembly or acceptance due to reasons not attributable to the Seller. The appending of a signature to the acceptance protocol may not be withheld unjustifiably, if the delivery item is or can be used commercially; whereby the commercial use is independent of the performance of the system.

9. Customer Delays

The Seller is not responsible for delays caused by the Customer during installation, commissioning and acceptance testing including any delays due to a failure to meet the requirements of General Installation Guidelines.

Additional costs due to such delays will be charged to the Customer based on current rates.

10. Liquidated Damages for delay in delivery

In the event of solely and demonstrably culpable delay in delivery on the part of the Seller, after a grace period of 4

(four) weeks, the Customer may demand a one-time penalty for delay amounting to 0,5 (zero point five) % of the price of the equipment delivered on a delayed basis for each further whole week of delay, but no more than 5 (five) % of the price.

This contractual penalty shall be deemed to constitute a fixed-fee compensation for damages, to the exclusion of other claims of the Customer against the Seller arising from delay.

11. Warranty

The warranty period is 12 (twelve) months or 2000 (twothousand) hours of operation, whichever occurs first, from (i) the delivery or delivery with installation, as of completion of the installation (notification of completion by the Seller) or (ii) acceptance of the delivery or delivery with installation, if an acceptance procedure has been agreed.

12. Warranty Limitation

If any defects arise within this period, the Seller will, at its discretion, repair or replace the defective product. Repairs must be agreed and coordinated with the Seller and may not be carried out by the Customer without authorization. The Seller shall not be liable for any damages arising from the use of the product, including but not limited to fault or wrongful operation of operator, modification by Customer without consent, malfunctions or damages caused by abnormal power source or voltage, by repair, adjustment or modification which is not caused in coordination with Seller.

Warranty is disclaimed for damages caused by natural disaster and consumable parts.

13. Liability

The Seller shall not be liable for any indirect/consequential/special damages, including but not

limited to, lost profit, production downtime, stoppages, loss of earnings, loss of orders, data loss. The Seller's total liability is limited to 10 (ten) % of the contractual price for machinery, software and services. This limitation does not apply in cases of willful misconduct or gross negligence by the Seller. All exclusions and restrictions of liability are effective and to be interpreted to the maximum extent legally allowed.

14. Retention of Title

The delivered item shall remain in the ownership of the Seller until full payment has been made. Default of payment shall entitle the Seller to collect the delivery item. The Customer shall assist with all necessary formalities and make all necessary declarations to ensure that the retention of title is and remains enforceable.

Until full payment has been made, the Customer shall be required to store and use the delivery item in a proper fashion, to carry out all scheduled maintenance tasks and to insure it against theft, breakage, fire damage, water damage and other damage in accordance with handling practices customary among companies. Insurance claims shall be deemed to have been ceded to the Seller in the amount equating to the value of the equipment.

15. Force Majeure

The Parties shall be released from effecting performance in accordance with contractually covenanted timelines if they are hindered from doing so by occurrences of events that are unforeseeable by the Parties and which the Parties cannot avoid ("Force Majeure"). Deadlines or timelines that cannot be observed on grounds of Force Majeure shall be extended by the duration of the ramifications of the occurrence of Force Majeure. If an instance of Force Majeure spans a period in more than 4 (four) weeks, the Parties shall endeavor to regulate the processing-specific and technical ramifications. If this is not possible, the Seller may withdraw from the contractual agreement in whole or in part.

16. Data Protection and Confidentiality

The Seller and its affiliated companies of the LiSEC Group shall be entitled to store, transmit, process and delete personal data of the Customer within the parameters of business dealings, as well as in connection with business transactions in accordance with the Austrian and European laws in force. The Customer shall be obliged to maintain secrecy in respect of all data and information received from the Seller or to which it is provided access, to use them solely for purposes that are contractually covenanted and to refrain from sharing them with third parties without the prior, written consent of the Seller.

A transfer of the collected personal data of the Customer takes place exclusively in fulfillment of the contractual or the legal / official obligations of the Seller. The Seller is entitled to have personal data processed by service providers (processors) on his behalf and according to his instructions if required to fulfill contractual or legal obligations.

Details can be found in our Privacy Policy under the following link: <https://www.litros.com/en/data-protection>

17. Compliance

The Customer undertakes to comply with all relevant laws and regulations, to combat money laundering, terrorism, corruption, trade embargoes and sanctions. Any offers, grants or acceptance of benefits that could serve as consideration for illegal or dishonest acts are strictly prohibited. The Customer must also respect the fundamental rights of its employees, refrain from child labour, slavery and human trafficking and strictly comply with all labour and environmental protection laws. Violations shall entitle SCHRAML to suspend its services or terminate the contract immediately, with all resulting costs to be borne by the Customer. The Customer is also obliged to impose these obligations on its representatives, employees and affiliated companies.

18. Severability Clause

If a provision within these Terms and Conditions or within this contractual agreement shall be or shall become invalid, impracticable, ineffective or void, the validity of the remaining provisions shall remain unaffected thereby.

19. Choice of Court (of arbitration) and Law Protective Provisions

All disputes arising from or relating to the contractual agreement concluded under these Terms and Conditions, including disputes concerning its validity, breach, cancellation or nullity, are to be definitively decided in accordance with the Rules of Arbitration and Conciliation of the International Arbitral Tribunal of the Austrian Chamber of Commerce in Vienna (Vienna Rules) by one or three arbitrators appointed in accordance with these Rules. The seat of the Arbitral Tribunal is Vienna. The language of the arbitration proceedings is English or German. However, the Seller is also, at its own discretion, entitled to take (legal) action at the locally and materially competent state courts. The contractual agreement (including the arbitration agreement) shall be subject to Austrian law, to the exclusion of conflict rules and the CISG.

II. SOFTWARE

1. Software License

Insofar as software is incorporated within the scope of delivery, the Customer is awarded the non-exclusive, temporally unlimited right to use the delivered software or its individual components, including the associated documentation, in unmodified form on the equipment designated for this purpose.

All other rights to the software and the documentation shall be retained by the Seller. The license shall be granted for the agreed production sites. The granting of sublicences is not admissible. The Customer must not undertake reverse engineering, decompiling or disassembling the

software. The Customer is not allowed to copy, edit, translate, or make available the software to third parties. The Seller is entitled at his own discretion, to intervene in software usage and functionality and to restrict these if the Customer should infringe its contractual obligations.

2. Software Access and Usage Rights (Cloud-Based Services)

Insofar as cloud-based software is incorporated within the scope of delivery, the Customer is granted a non-exclusive, non-transferable, revocable right to access and use the cloud-based software services provided by the Seller, solely for internal business purposes and only via authorized user accounts.

Sub-licensing, reverse engineering, decompiling, disassembling, copying, editing, translating or making the software available to third parties is prohibited. The Seller reserves the right to restrict access or functionality in case of contractual breach.

3. Multiple Licenses

If multiple licenses are purchased, the Customer may use as many copies/installations as licenses acquired. If usage exceeds the licensed quantity, the Customer must implement controls to ensure compliance and purchase additional licenses as required.

4. Software Service and Maintenance

The Seller is obligated to provide software service and maintenance only if a servicing and maintenance agreement or a subscription agreement is concluded, and the hardware and software are fully functional.

Within the scope of the order/contract the Seller is entitled to access the client's operating data within the scope of the requirements for software installation, monitoring, and software services (service and maintenance). The Seller undertakes to treat this data confidentially.

The data (databases) transferred exclusively for the purpose of solving an acute problem will be deleted in their entirety without exception after the support case has been closed and an appropriate retention period has elapsed.

5. Delivery and Installation

The Seller shall deliver to the Customer a valid version of the software in machine-readable form on the relevant medium, inclusive of documentation in accordance with the order confirmation and the type of software.

6. Software Training

If necessary, software instruction at the Customer's premises is included in the price of the installation. This does not apply in the case of installation via remote maintenance.

If additional training is required, it must be requested and will be invoiced separately.

7. Additional Services

The scope of services offered and any licensing by third party contractors must be clarified prior to the conclusion of the order. Any services not agreed at the time of conclusion of the order will be invoiced separately.

8. Warranty

Software: 90 (ninety) days, from the first day of installation

The Seller warrants that the programs have been formulated with due care and expertise. Nevertheless, consistent with the current state of the art, the presence of software defects and malfunctions is not ruled out and, therefore, uninterrupted and error-free operation cannot be guaranteed. The Seller undertakes to rectify errors (e.g. by way of "work-around"), at his own discretion and within an appropriate period of time, of: a) delivering improved software, b) modifying the software or c) providing directions for the elimination or circumvention of the effects of the error.

Complaints are to be notified immediately in writing, providing specifics and details.

The warranty shall be excluded if an error is attributable to the Customer or a third party modifying, inappropriately using or adjusting the software without the consent of the Seller. Hidden defects are to be notified by the Customer in writing in any case within 7 (seven) days following identification and prior to expiry of the warranty period, providing specifics and details.

Hardware components („Software“) supplied by the Contractor: 12 (twelve) months

Servicing and maintenance are to be promptly accepted by the Customer. In the instance that no acceptance is notified, servicing and maintenance shall be deemed to have been accepted no later than on the third day following rendering of services.

Liability limitations in paragraph I. 13. Liability apply accordingly.

9. Liability exclusion for cloud-based software:

The Customer must ensure a stable connection. The Customer is responsible for obtaining and maintaining all necessary software and devices to access the services, which are not included in the charges.

The Seller does not guarantee that the services are error-free, uninterrupted, or compatible with unspecified systems, and is not liable for malfunctions and disruptions related to internet-based data transmission. The Seller is not liable for delays or failures caused by internet or network issues.

All intellectual property rights in the services remain with the Seller. No rights are granted unless explicitly stated.

The Customer must prevent access to data unrelated or only partially related to the services.