

## VERTEX ANTENNENTECHNIK – GENERAL CONDITIONS OF SALE (EDITION 2026)

### Annex to Offer / Order Confirmation

#### 1. INTERPRETATION

- 1.1. These General Conditions of Sale are governed by the substantive law of the Federal Republic of Germany. Where an English term is followed by a German term in parentheses (e.g. *Nacherfüllung*), the English term shall have the meaning attributed to it under German law as reflected by the German term in parentheses.

#### 2. GENERAL AND SCOPE OF APPLICATION

- 2.1. These General Conditions of Sale apply exclusively to entrepreneurs (*Unternehmer*) within the meaning of section 14 BGB, legal entities under public law (*juristische Personen des öffentlichen Rechts*) and special public funds (*öffentlich-rechtliche Sondervermögen*).
- 2.2. Customer's general purchase terms and conditions shall not apply. They shall not be binding on Vertex even if Vertex does not expressly object to them upon conclusion of the contract.
- 2.3. Any data mentioned in Vertex's offer and any pertaining documents, such as illustrations, drawings, plans, calculations, tables or declarations of weight, shall be authoritative only to the extent that the product is a standard make. Customer acknowledges that in the case of special models or non-mobile products the concrete development work is carried out during the manufacturing process, during which unforeseen circumstances may arise necessitating changes in the construction and/or design. The data and information referred to in the preceding sentence can therefore only serve as guidance regarding the functionality, components and cost of the product.
- 2.4. Vertex retains title and copyright in all documents pertaining to the offer, which must be returned on demand if contract negotiations fail. Design drawings will be released by Vertex to customer only upon special agreement.

#### 3. PRICES

- 3.1. All prices shall be ex works (EXW, Incoterms® 2020) inclusive of loading at Vertex's works, exclusive of packaging, unless otherwise agreed. Prices do not include any taxes, fees, import duties, customs charges or other public levies; these shall be borne by customer.
- 3.2. Any necessary packaging will be charged separately. Return of packaging shall take place at Vertex's works at customer's expense. On customer's request, packaging may be returned at a different location by a company authorised to take back and recycle industrial and commercial packaging, at customer's expense.
- 3.3. Customer shall bear the risk of any increases in material, labour, salary or transport costs that have actually occurred at the time of the respective transaction, unless a fixed price has been expressly agreed. The same shall apply to public levies which, on the day of the offer or order confirmation, could not yet have been taken into account but which directly or indirectly increase the cost of the delivery or performance.

#### 4. TERMS OF PAYMENT

- 4.1. Unless otherwise agreed, all payments shall be made net, without any deduction, within thirty (30) days from the date of invoice. Vertex shall be entitled to issue interim invoices (*Abschlagsrechnungen*) based on the progress of performance.
- 4.2. In the event of default in payment (*Zahlungsverzug*), customer shall pay interest on the outstanding amount at a rate of nine (9) percentage points above the applicable base rate (*Basiszinssatz*) in accordance with section 288(2) BGB. Vertex reserves the right to demonstrate and claim greater



loss caused by such default. In addition, Vertex shall be entitled to the lump-sum compensation provided for in section 288(5) BGB upon the occurrence of default.

- 4.3. Customer's rights of set-off (*Aufrechnung*) and retention (*Zurückbehaltungsrecht*) shall be confined to counterclaims either acknowledged by Vertex or established by final and binding judgment.
- 4.4. If Vertex becomes aware of circumstances for which customer is responsible and which call into question customer's creditworthiness – in particular if customer stops payments or if insolvency proceedings are applied for – Vertex shall be entitled to declare all claims arising from the current business relationship immediately due and payable and to make any outstanding performance contingent upon advance payment or the provision of security, or to rescind the contract (*Rücktritt*). In the event of rescission, Vertex shall be entitled to claim compensation for any loss incurred.

## 5. RETENTION OF TITLE

- 5.1. Title (*Eigentum*) to the delivery item shall pass to customer only after full payment of all present and future claims of Vertex arising from the business relationship, irrespective of their legal basis. The same shall apply if any claims of Vertex have been included in a current account (*laufende Rechnung*) with the balance being established and acknowledged.
- 5.2. Customer shall not be entitled to transfer or otherwise dispose of title to the delivery item without the prior written consent of Vertex.
- 5.3. Customer shall treat the delivery item with care and maintain it in good order. Customer shall carry out any necessary maintenance and inspection work regularly and at its own expense.
- 5.4. Customer undertakes to notify Vertex without undue delay of any seizure (*Pfändung*), damage, loss or destruction of the delivery item and of any change in possession of the delivery item or change of company seat.
- 5.5. Customer shall bear all costs of measures taken to protect Vertex's legal position, including remedies against any seizure. On Vertex's demand, customer shall provide all information and documents necessary to recover the delivery item and shall disclose to Vertex the debtors of any assigned claims.
- 5.6. Customer shall insure the delivery item at its own expense for the benefit of Vertex against theft, destruction and damage from the time risk passes until title is transferred.
- 5.7. If the reserved goods are processed within the meaning of section 950 BGB, the retention of title shall extend to the finished product. In such case, Vertex shall directly become owner of the finished product without any intermediate acquisition of ownership by the processor.
- 5.8. If the delivery item is combined with movable items not owned by Vertex which are to be regarded as the principal item within the meaning of section 947(2) BGB, Vertex shall acquire co-ownership (*Miteigentum*) in the new movable item in proportion to the value of the delivery item relative to the other processed items. The same shall apply in case of commingling (*Vermischung*). Such co-ownership shall also be subject to the full settlement of all claims arising from the business relationship with customer.
- 5.9. In the event of a material breach of any of the obligations set out in clauses 5.2 to 5.6, Vertex reserves the right to rescind the contract. The right to claim damages pursuant to section 325 BGB shall remain unaffected by any such rescission.

## 6. EXTENDED RETENTION OF TITLE

- 6.1. If customer has disposed of Vertex's title in a manner that it was transferred to a third party contrary to clause 5.2, Vertex may ratify such transaction retroactively. In this case, customer's claims arising from such transaction up to the invoiced amount shall be deemed assigned to Vertex with effect from the time of transfer of title. Following assignment, customer shall be authorised to collect the claim. Vertex reserves the right to collect the claim itself as soon as customer is in default of payment.



- 6.2. Customer's claims against insurers or other third parties arising from damage, diminution, loss or destruction of the reserved goods are hereby assigned in advance to Vertex.
- 6.3. If customer includes in a current account (*Kontokorrent*) with its own customer a claim arising from the resale, combination or installation of the reserved goods, the advance assignment shall extend to the current account claim (*Kontokorrentforderung*). After the balancing of accounts, the advance assignment shall, up to the amount of the prior current account claim, apply on a pro-rata basis to the final balance.
- 6.4. The assignment shall be effective up to the amount of the invoice value of the respective reserved goods resold, combined or installed. In the case of goods in which Vertex holds co-ownership shares, the assignment shall be effective up to the amount of those shares. On Vertex's request, customer shall notify its own debtors of the advance assignment.
- 6.5. Vertex undertakes, on demand and at its own discretion, to release securities held in its favour to the extent that their realisable value exceeds the claims to be secured by more than fifteen per cent (15 %).

## 7. DELIVERY PERIODS

- 7.1. Contractual delivery periods shall commence, unless expressly provided otherwise, upon dispatch of the order confirmation by Vertex or upon signature of a contractual instrument by both parties. The period shall not commence prior to receipt by Vertex of all documents, permits and approvals to be procured by customer, nor prior to receipt of any agreed advance payments.
- 7.2. In the event of any failure by customer to fulfil its contractual obligations on time, or in the event of any interruption in performance caused by customer, the delivery period shall be extended accordingly.
- 7.3. The delivery period shall also be extended if obstacles occur for which Vertex is not responsible, in particular force majeure (*höhere Gewalt*), natural disasters, pandemics, epidemics, governmental measures, war or armed conflict, acts of terrorism or threats thereof, strikes, lockouts, operational disruptions, rejected batches, material supply shortages or delays affecting sub-suppliers. This shall apply irrespective of whether such obstacles occur at Vertex's or its sub-suppliers' facilities. The delivery period shall be extended by the duration of the obstacle.
- 7.4. Vertex shall notify customer of any such circumstances without undue delay.
- 7.5. If Vertex is itself not supplied, or not supplied on time or in conformity with the contract, by its own upstream supplier, despite having concluded a congruent covering transaction (*kongruentes Deckungsgeschäft*), and provided that such non-delivery is not attributable to Vertex, Vertex shall be entitled to refuse or postpone delivery to customer in whole or in part. Vertex shall notify customer of the non-delivery without undue delay and shall reimburse without delay any consideration already rendered by customer. Any further claims of customer shall be excluded in such case.
- 7.6. If dispatch is delayed by more than one (1) week from notification of readiness for dispatch for reasons not attributable to Vertex, Vertex shall be entitled to store the goods at customer's expense and to demand payment therefor.
- 7.7. Risk (*Gefahr*) shall pass to customer and the warranty period shall commence at the time the goods are set aside at Vertex's works.
- 7.8. Vertex shall not be obliged to verify the suitability of any plans, calculations or materials provided by customer.
- 7.9. Partial deliveries shall be permitted.

## 8. ACCEPTANCE

- 8.1. Where formal acceptance (*Abnahme*) of the delivery item is stipulated by contract, acceptance shall be performed at the place of manufacture without undue delay following notification of



readiness for acceptance. If customer fails to accept the goods within twelve (12) working days of notification of readiness and does not cite at least one specific defect in writing, the works shall be deemed accepted within the meaning of section 640(2) BGB.

- 8.2. Vertex shall bear the material costs of acceptance; personal attendance costs and fees of any third parties engaged by customer shall be borne by customer.

## 9. DEFECTIVE DELIVERY

- 9.1. For defects (*Mängel*) in the delivery item, Vertex shall first provide warranty (*Gewähr leisten*) at its own choice either by rectification of defects (*Nachbesserung*) or by replacement delivery (*Ersatzlieferung*) (together: subsequent performance, *Nacherfüllung*). Vertex shall bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, except where such costs are increased because the delivery item has been taken to a location other than the agreed place of performance.
- 9.2. Only if subsequent performance by Vertex has definitively failed, or if Vertex refuses subsequent performance, shall customer be entitled, at its option, to demand a reduction in the purchase price (*Minderung*) or – where the subject matter is not a construction work (*Bauleistung*) – to rescind the contract. In the case of only a minor non-conformity (*geringfügige Vertragswidrigkeit*), in particular only minor defects, customer shall not be entitled to rescission.
- 9.3. The warranty period (*Gewährleistungsfrist*) shall be twelve (12) months from the passing of risk; for buildings and items used in accordance with their customary purpose for a building and having caused its defectiveness, the warranty period shall be five (5) years from delivery (section 438(1) no. 2 BGB), unless otherwise agreed in writing. The foregoing reduction to twelve (12) months shall not apply to:
- (a) claims for loss or damage arising from injury to life, body or health;
  - (b) claims for loss or damage caused by intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) on the part of Vertex, its legal representatives or vicarious agents (*Erfüllungsgehilfen*);
  - (c) claims under the German Product Liability Act (*Produkthaftungsgesetz*); and
  - (d) rights of recourse of customer within a supply chain (*Lieferantenregress*) pursuant to sections 445a and 445b BGB.
- 9.4. Any further claims of customer, in particular claims for damages in respect of defects, shall be governed by clause 10.

## 10. LIABILITY OF VERTEX

- 10.1. Vertex shall be liable without limitation for loss or damage caused by intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) on the part of Vertex, its legal representatives or vicarious agents (*Erfüllungsgehilfen*), and for loss or damage arising from injury to life, body or health.
- 10.2. For loss or damage caused by simple negligence (*einfache Fahrlässigkeit*) arising from a breach of a material contractual obligation (*Kardinalpflicht*) – being an obligation whose fulfilment is essential to the proper performance of the contract and upon whose observance customer may regularly rely – Vertex's liability shall be limited to the foreseeable loss typical for contracts of the kind in question.
- 10.3. Any further liability for loss or damage caused by simple negligence is excluded.
- 10.4. Liability under the German Product Liability Act (*Produkthaftungsgesetz*) and under any other mandatory statutory provisions shall remain unaffected by the foregoing limitations.
- 10.5. In all cases, Vertex's liability shall be capped at the amount actually paid out under its applicable insurance policy, provided that this cap does not result in liability falling below the level mandatorily owed under the preceding sub-clauses.



## 11. CONFIDENTIALITY

- 11.1. The documents referred to in clauses 2.3 and 2.4 shall not at any time be made available to persons other than representatives, vicarious agents or agents in tort (*Verrichtungsgehilfen*) within the organisation of customer or Vertex without the prior written consent of Vertex.
- 11.2. Customer undertakes to keep confidential all confidential information of Vertex that comes to its knowledge in the course of the business relationship – in particular technical data, drawings, calculations, trade secrets (*Geschäftsgeheimnisse*) and any other non-publicly available information – and to use such information exclusively for the purposes of performing the respective contract. This obligation applies also to information communicated to customer prior to conclusion of the contract and shall continue for the duration of the business relationship and for a period of three (3) years following its termination. The rights of Vertex under the German Act on the Protection of Trade Secrets (*Gesetz zum Schutz von Geschäftsgeheimnissen – GeschGehG*) shall remain unaffected.

## 12. ANTI-CORRUPTION AND COMPLIANCE

- 12.1. Customer represents and warrants that, in connection with this contract and its performance, it has not and will not, directly or indirectly, offer, pay, promise to pay or authorise the giving of any money or thing of value to any government official or other person for the purpose of influencing any act or decision.
- 12.2. Customer undertakes to keep accurate books and records of all transactions relating to this contract.
- 12.3. Vertex shall be entitled to terminate this contract without notice for good cause (*aus wichtigem Grund*) or to rescind it if customer breaches any of the foregoing obligations.

## 13. SUPPLY CHAIN DUE DILIGENCE

- 13.1. Customer acknowledges that Vertex complies with the requirements of the German Act on Corporate Due Diligence in Supply Chains (*Lieferkettensorgfaltspflichtengesetz – LkSG*). Upon Vertex's request, customer shall provide reasonable information as to whether it, for its part, observes the relevant human rights and environmental due diligence obligations.

## 14. EXPORT CONTROLS AND CUSTOMS

- 14.1. Vertex complies with all applicable national and international foreign trade and export control regulations. Customer is obliged to provide Vertex without undue delay with all information required for export control purposes, in particular details of the end use of the goods, the end user and any intended re-export.
- 14.2. Delivery is subject to the condition that no impediments arising from national or international export control regulations stand in the way of performance, in particular no embargoes or other sanctions. Delays resulting from export control reviews shall extend agreed delivery periods accordingly; claims for damages by customer on account of such delays are excluded.
- 14.3. Customer warrants that the goods delivered will not be re-exported to third countries without the required authorisations, to the extent required under the German Foreign Trade Act (*Außenwirtschaftsgesetz – AWG*), the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung – AWV*), EU Dual-Use Regulation (EU) 2021/821 or US export control regulations (EAR/ITAR).
- 14.4. If customer breaches its obligations under this clause, Vertex shall be entitled to terminate this contract without notice for good cause (*aus wichtigem Grund*) or to rescind it. Vertex's claims for damages shall remain unaffected.

## 15. DATA PROTECTION



- 15.1. Vertex processes personal data of customer exclusively for the purpose of performing and administering the contractual relationship and for compliance with statutory obligations, within the limits of applicable data protection law, in particular Regulation (EU) 2016/679 (General Data Protection Regulation – **GDPR**) and the German Federal Data Protection Act (*Bundesdatenschutzgesetz* – **BDSG**). Further information pursuant to Articles 13 and 14 GDPR will be provided on request.

## 16. PLACE OF PERFORMANCE AND JURISDICTION

- 16.1. Place of performance (*Erfüllungsort*) for the mutual obligations shall be Vertex's registered office in Duisburg.
- 16.2. Exclusive place of jurisdiction (*ausschließlicher Gerichtsstand*) for all disputes arising from the contractual relationship shall be the court having jurisdiction at Vertex's registered office. Vertex shall also be entitled to bring proceedings before any court having jurisdiction over customer.
- 16.3. German substantive law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

## 17. FINAL PROVISIONS

- 17.1. Should any individual provision of these General Conditions of Sale be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision. The same shall apply to any gaps in these General Conditions of Sale.
- 17.2. Any deviations from these General Conditions of Sale shall require confirmation by Vertex in text form (*Textform*, section 126b BGB) in order to be valid.