

General Terms and Conditions of Spanflug Technologies GmbH

Last revised: 21 August 2026

Part A: General Provisions

1. Scope

1.1 These General Terms and Conditions (“**GTC**”) of Spanflug Technologies GmbH, Lindwurmstraße 76, 80337 Munich (“**Spanflug**”) apply to

- access to and use of services made available by Spanflug via the online portal Spanflug.com and all associated domains, including Spanflug.de, Spanflug.co.uk, Spanflug.cz, Spanflug.es, Spanflug.it, Spanflug.pl, Spanflug.se, Spanflug.at, Spanflug.fr, Spanflug.nl, Spanflug.io, Spanflug.cloud (hereinafter “**Spanflug website**”) as software-as-a-service (“**Software**”), for which specific provisions are set out in Part B; and
- orders for the contract manufacturing of parts via the Spanflug website (“**Contract Manufacturing**”) and other deliveries of goods (together with Contract Manufacturing referred to as “**Deliveries of Goods**”), for which specific provisions are set out in Part C; and
- all further services or products of Spanflug that expressly incorporate these GTC

(the underlying contractual relationship in each case that incorporates these GTC is hereinafter referred to as the “**Contract**”, and the respective contractual partner of Spanflug as the “**Customer**”).

1.2 In the event of conflicts between Part A and the applicable Part B or Part C, the provisions of the applicable Part B or Part C prevail; in all other respects Part A applies in addition.

1.3 These GTC apply exclusively. Terms and conditions of the Customer that conflict with, deviate from or supplement these GTC do not become part of the Contract unless Spanflug has expressly consented to their application in writing. Consent is in particular not deemed to have been given if Spanflug, having knowledge of the Customer’s terms and conditions, accepts orders or confirmations without reservation, renders services, or refers directly or indirectly to letters containing the terms and conditions of the Customer or of third parties.

1.4 Spanflug’s offer to conclude the Contract is addressed exclusively to entrepreneurs and not to private individuals or consumers. An entrepreneur within the meaning of these GTC is any natural or legal person or partnership with legal capacity that, when concluding a legal transaction, acts in the exercise of its commercial or self-employed professional activity.

1.5 The Customer confirms that it acts as an entrepreneur within the aforementioned meaning and not as a consumer or private individual.

2. Payment

2.1 The Customer must pay the Usage Fees for the Software pursuant to Part B section 8, the fees for the Deliveries of Goods pursuant to Part C section 2, and all other fees agreed between Spanflug and the Customer ("**Remuneration**").

2.2 Payments of the Remuneration must be made free of charges to Spanflug.

2.3 The Customer's default interest is nine percentage points above the respective base interest rate. Spanflug reserves the right to assert further loss incurred as a result of the default. In dealings with merchants, Spanflug's entitlement to interest from the due date pursuant to section 353 of the German Commercial Code (HGB) remains unaffected.

2.4 The Customer may only set off its own claims against claims of Spanflug or assert rights of retention concerning such claims if the claims are undisputed or have been finally adjudicated. The Customer will only be entitled to assert rights of retention on the basis of counterclaims from the same contractual relationship.

3. General availability of the Spanflug website; use of the Spanflug website

3.1 Spanflug endeavours to achieve the greatest possible availability of the Spanflug website. Maintenance work, security and capacity reasons, technical or operational circumstances as well as events beyond Spanflug's control may lead to temporary or permanent unavailability of the Spanflug website. Spanflug reserves the right to restrict or suspend access to the Spanflug website in whole or in part on a temporary basis where this is necessary due to capacity limits, the security or integrity of the servers, the performance of updates, upgrades or other modifications, or in order to carry out technical measures serving the proper provision or improvement of the Spanflug website (e.g. maintenance work).

3.2 The availability of Software made available against payment of a Usage Fee is governed by Part B section 3.6.

3.3 The Customer ensures that it meets the technical requirements for using the Spanflug website. The Customer uses up-to-date virus protection programs on all devices with which it communicates via the Spanflug website.

4. Liability

4.1 In any case of simple negligence, Spanflug is liable only for the breach of a contractual obligation the fulfilment of which characterises the Contract and on which the Customer may rely (*cardinal obligation*), and limited to the typical and foreseeable damage. This does not apply to damage arising from injury to life, body or health, nor in cases of mandatory liability, in particular liability for cases in which a procurement risk or a guarantee for the quality of

the object of purchase has been assumed, in the event of liability under the German Product Liability Act (ProdHaftG), or fraudulent concealment of a defect. In addition, strict liability for defects that already exist when the Contract is entered into is excluded.

4.2 Spanflug's liability pursuant to section 4.1 sentence 1 is further a) excluded for indirect damage, including loss of profit, and b) limited in amount (i) in the case of the Software, in total for all damage in a contractual year to the Remuneration payable by the Customer for the Software concerned for the respective contractual year in which the event giving rise to the damage occurs; (ii) in the case of Deliveries of Goods, in total for all damage in connection with the respective Contract to the Remuneration paid by the Customer under that Contract.

4.3 If damage occurs or has already occurred, the Parties undertake to make all necessary efforts or promptly arrange that all necessary efforts are made to minimise the damage and its effects.

4.4 Spanflug is only liable for data losses up to the amount that would have been incurred to restore the data if the data had been properly and regularly backed up.

4.5 The above provisions of this section 4 apply accordingly to Spanflug's executive bodies and vicarious agents.

5. Confidentiality

5.1 For the purposes of this Contract, "**Confidential Information**" means all non-public, confidential and/or proprietary information of a Party that is disclosed to the respective other Party in connection with this Contract, whether in writing, electronically or orally.

Confidential Information includes in particular, but is not limited to:

- for both Parties, information relating to technologies, products, intellectual property, finances, activities and business dealings;
- for both Parties, technical data, scientific information, research objectives, inventions, strategic plans, development plans and official plans, project records, policies and procedures, as well as process or technology information;
- all further information that has been expressly designated as confidential by a Party or where its confidentiality is evident from the circumstances.

5.2 Spanflug and the Customer undertake to keep all Confidential Information secret. Spanflug undertakes to use the Confidential Information exclusively for the performance of the Contract and for improving and further developing the Spanflug offerings.

5.3 The Parties are obliged to take all necessary and appropriate measures to prevent the disclosure of Confidential Information to third parties and/or the acquisition of knowledge of Confidential Information by third parties. Confidential Information may only be disclosed to such staff, employees and external advisers of the Parties who are directly involved in the performance of the Contract ("need to know"). Insofar as these

persons are not already subject to a professional duty of confidentiality by operation of law, they must be obliged in writing to comply with the confidentiality obligations under this Contract, to the extent legally permissible also for the period after termination of the contractual relationship underlying the disclosure of the Confidential Information.

Disclosure of Confidential Information is further permissible if and to the extent that the Party subject to the confidentiality obligation ("**Obligated Party**") is required to disclose such Confidential Information on the basis of statutory provisions or an official order, has informed the other Party in writing in advance of the intended disclosure, and has taken the statutorily provided or otherwise appropriate measures to limit the scope of the disclosure to a minimum. In all other respects, disclosure is only permissible with the prior written consent of the other Party.

5.4 The confidentiality obligations under this section 5 do not apply if and to the extent that the Obligated Party proves that the information concerned:

1. was already publicly known and generally accessible before the point in time at which it became known to the Obligated Party, or becomes publicly known at a later point in time without a breach of the obligations arising from this Contract;
2. was already known to the Obligated Party without a breach of confidentiality obligations;
3. was developed independently by the Obligated Party without use of or reference to Confidential Information;
4. was made available to the Obligated Party by third parties who lawfully obtained such Confidential Information and were entitled to disclose it.

5.5 Following termination of the Contract, each Party must, upon written request of the other Party, delete all Confidential Information (including all storage media and copies made by the other Party or by third parties) without undue delay and at its own expense, and confirm this to the relevant Party in writing. This does not apply if and to the extent that the other Party is legally obliged to retain the Confidential Information, in which case it will inform the relevant Party thereof without undue delay, or where regular backup copies are concerned, or where Part B section 6.6 applies. Insofar as a Party decides to delete copies of Confidential Information, it must destroy the Confidential Information concerned completely in accordance with the current state of the art.

5.6 For the Customer, the confidentiality obligations under this section 5 continue to apply for a period of two (2) years after termination of the Contract. For Spanflug, the confidentiality obligations under this section 5 apply without limitation in time.

6. Miscellaneous

6.1 No oral side agreements have been made. Amendments and additions to this Contract must be in text form to be valid. This also applies to any amendment to this clause.

6.2 Claims of the Customer arising from the Contract are neither transferable nor assignable unless they are undisputed or finally adjudicated.

6.3 If the Contract requires written form, a simple email will suffice, unless otherwise specified.

6.4 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of Spanflug. However, Spanflug is also entitled to bring an action at the Customer's general place of jurisdiction.

6.5 This Contract, its interpretation and all non-contractual obligations in connection with it are governed by the substantive law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

6.6 Should individual provisions of this Contract be or become void or invalid in whole or in part, this will not affect the validity of the other provisions. The provisions of statutory law (section 306 (2) German Civil Code (BGB)) will apply instead of any standard business terms that are not included or are invalid. In all other respects, the Parties will agree on a valid provision to replace the void or invalid provision that reflects as closely as possible the original economic purpose, provided that no supplementary interpretation of the Contract takes precedence or is possible. This section also applies in the event of lacunae in the Contract.

6.7 In case of conflicts between the German and the English version of the Contract, the German version prevails.

Part B: Specific Provisions for the Software

1. Definitions

The following terms have the meaning stated below:

"Analysis Results" are the work results generated by the Software using the Source Data, in particular calculations, evaluations and work plans generated by the Software.

"Source Data" are the original files, drawings, work plans created by the Customer and other data and information provided by the Customer in the course of using the Software.

"Service Description" is the description of the functional scope, the scope of use and the Usage Fees of the Software available on the Spanflug website.

"User" is the person who uses the Software on behalf of the Customer.

"Usage Fee" is the remuneration for the use of Software specified in the Service Description.

"Software Products" are all components of the Software that Spanflug makes available in accordance with the Service Description against payment of a Usage Fee.

2. Use of the Software

2.1 As part of the Software, Spanflug makes available to the Customer, for the duration of the Contract and via the Spanflug website, access to and use of

- the Software Products described in the Service Description against payment of the Usage Fee pursuant to section 8; and
- Software Products for test purposes and further Software of Spanflug without payment of a Usage Fee pursuant to section 4.

2.2 Spanflug is entitled but not obliged to further develop or otherwise modify the Software at any time.

2.3 The Customer agrees (i) except as expressly permitted in this Contract, not to modify, copy, use or create derivative works of the Software in any manner; (ii) not to attempt to circumvent, disable or defeat any technical limitations on use of the Software; (iii) not to make the Software, in whole or in part, available to any third party; (iv) to use the Software only within the scope of use set out in the Service Description or in a separate agreement. The Customer will only use the Software for its own business purposes. Automated access to the Software is permitted only via interfaces approved by Spanflug for this purpose and for the purposes permitted in the Service Description or a separate agreement. Using the Software to provide its functionality to third parties, in particular as part of a platform, reseller, white-label or comparable offering, is permitted only to the extent expressly allowed in the Service Description or in a separate agreement. The use and further processing of the Analysis Results in the course of the Customer's own business activities, in particular for preparing quotations for its own customers, remains unaffected.

2.4 Spanflug is entitled to demand from the Customer a list of those persons who actually use the Software within the scope of the right of use granted, if circumstances exist which indicate that the Software is being used by persons other than the authorised Users. The Customer is obliged to compile this list completely and truthfully without undue delay after being requested to do so by Spanflug and to make it available to Spanflug. If the Customer fails to properly fulfil its obligation to prepare such list or if the list is incorrect and/or incomplete, Spanflug is entitled to terminate this Contract extraordinarily. Further claims of Spanflug remain unaffected.

2.5 The Customer will use the Software exclusively in accordance with applicable law and, in particular, not upload any data to the Software that violates applicable law or the rights of third parties. The Customer will indemnify Spanflug against corresponding third-party claims.

2.6 The Customer will ensure that it treats the access data to the Software confidentially and does not disclose it to third parties. If there is reasonable cause to believe that unauthorised third parties have gained access, the Customer must notify Spanflug without undue delay and change its access data. The Customer is responsible for all actions taken using its access data.

2.7 Spanflug is entitled to all existing industrial property rights, including copyrights and related rights, in the Software or in connection with the Software.

2.8 Insofar as the Software provides estimates for the manufacturing efforts of parts, these are calculated using automated procedures. Spanflug is not liable if the actual manufacturing efforts deviates from the manufacturing efforts estimated by the Software. The Customer undertakes to verify the Analysis Results and only to use these results of the Software productively if such verification has been completed successfully.

3. Warranty

3.1 During the term of the Contract, Spanflug warrants that the Software Products essentially have the agreed quality, that the Customer's use of the Software Products within the contractually agreed scope does not infringe any third-party rights, and that the Software Products are available within the Availability Rate described in section 3.6.

3.2 The quality of the Software Products is specified exclusively in the Contract. Statements regarding the Software Products in public announcements, in particular in advertising, or in statements by Spanflug employees do not constitute indications of quality, unless Spanflug's management has expressly confirmed them in writing. Spanflug does not give any guarantee and does not assume any procurement risk, unless expressly agreed otherwise in writing between the Parties.

3.3 Minor deviations between the Software Products and the agreed quality, or minor impairments of the usefulness of the Software Products, do not constitute defects. This also applies to minor malfunctions that only have a minor effect on the Software Products or that do not interfere with the functionality of the Software Products, or only do so to an insignificant extent.

3.4 If the Customer does not report a defect by email to support@spanflug.com within one week after it first occurs, together with information about its occurrence and the possibility of reproducing the defect, the Customer's rights in connection with such defect are excluded.

3.5 Claims due to defects are excluded if the Customer

1. exceeds its right of use,
2. itself makes changes to the Software Products or causes or permits third parties to make changes, or
3. otherwise uses the Software Products in an improper or inappropriate manner.

3.6 Spanflug warrants an availability of the Software Products of 99 % per Availability Period (as defined below) ("**Availability Rate**"). The "**Availability Period**" is calculated as follows: one full contractual month, thereof Mondays to Sundays (excluding national public holidays), 6 a.m. to 11 p.m. German time, excluding Maintenance Periods (as defined below).

Spanflug is entitled to carry out maintenance work on the Software Products

1. with at least one week's advance notice (whereby an email notification or a warning in the Software will suffice) and/or
2. at any time in the case of troubleshooting work to protect data of Spanflug or of the Customer ("**Maintenance Periods**").

The Availability Rate is deemed not to have been breached if

1. access to the Software Products is possible but they do not function correctly, or
2. access to the Software Products is not possible due to outages or other unavailability or disruptions caused by matters within the sphere of third parties, suppliers or telecommunications providers, or otherwise beyond Spanflug's control.

3.7 In the event of a defect under this Contract, Spanflug will remedy the defect at its own discretion; further warranty claims are excluded. The Customer is only entitled to terminate this Contract due to a defect in the Software Products if the defect significantly impairs use of the Software Products and the defect could not be remedied within a reasonable period of time.

3.8 The Customer is obliged to provide Spanflug with verifiable documentation and information on the type and occurrence of deviations from the Service Description and to cooperate in isolating and identifying errors and their sources.

4. Free use of Software

4.1 Spanflug may make available Software Products for a limited period for test purposes or with a limited functional scope, or further Software, without an obligation to pay a Usage Fee. Details are set out in the Service Description and/or on the Spanflug website. Sections 599, 600 German Civil Code (BGB) apply. Spanflug therefore gives no warranty in this respect and is not liable in the case of simple negligence. The period of free use and the functional scope may be restricted by Spanflug at its discretion and at any time, including during the term of the Contract. A separate declaration by Spanflug to the Customer is not required. The Contract may be terminated by either Party at any time without observing a notice period.

4.2 In the case of free use of Software, including the use of Spanflug MAKE Free, this section takes precedence over the other provisions of this Contract.

4.3 However, insofar as Spanflug uses Customer Data (in particular pursuant to section 6) for the further development of the Software and thereby obtains an economic benefit, the general liability provisions under Part A section 4 apply by way of derogation from section 4.1 sentences 3 and 4, with the exception of the limitation of liability in amount under Part A section 4.2 b)(i). Part A section 3.1 applies accordingly with regard to availability.

5. Support

5.1 The Customer may contact Spanflug by email to resolve problems and possible incidents with regard to the Software. This form of support is an additional service, free of charge for the Customer, and may be supplemented or changed by Spanflug at any time. Email enquiries from the Customer must be sent to the following email address:

support@spanflug.com.

5.2 The email must contain a description of the technical problem, including the user name, the operating system used and any other relevant information describing the issue. Contact details (in particular telephone numbers) at which the respective Customer can be reached must also be provided. The Customer must ensure that in any communication with Spanflug, Customer Data is only transmitted in anonymised form and that no conclusions can be drawn about individual natural persons. Spanflug will endeavour to assist the Customer in the event of support requests but does not owe any problem resolution.

6. Protection and use of Customer Data

6.1 Source Data and Analysis Results (together “**Customer Data**”) are Confidential Information within the meaning of Part A section 5.1.

6.2 Spanflug will not pass on Source Data to third parties unless the Customer has expressly consented, has approved the third party as a sub-processor bound by instructions under the data processing agreement pursuant to section 7.2, or the disclosure is strictly necessary for the provision of the Software and permissible under these GTC. In all other respects, Spanflug will make Customer Data accessible only to a necessarily limited group of employees and will delete it without undue delay at the Customer’s request, unless statutory retention obligations preclude this. Insofar as the deletion of individual Customer Data makes the further provision of the Software impossible or impairs it, Spanflug will inform the Customer thereof prior to deletion. Section 6.2 sentences 1 to 3 do not apply to Customer Data provided by the Customer via the Software “Spanflug BUY”, for which Part C section 13 and, in addition, Part A section 5 apply.

6.3 Spanflug may use the technical information contained in the Customer Data for the provision, safeguarding, quality assurance and further development of the Software. For the purpose of further developing the Software, Spanflug may extract and analyse technical information from the Source Data and use it to generate Analysis Results. Personal data contained therein, as well as other information that permits attribution to the Customer, to its customers or to Users, may not be specifically extracted, evaluated or used for the further development of the Software.

The further development may neither be directed at, nor used for, identifying the Customer, its customers or Users, or obtaining insights about them.

6.4 Spanflug may provide to suppliers of manufacturing materials, operating equipment, auxiliary and operating materials or manufacturing-related services (in particular pre-treatment and post-treatment, heat treatment, coating, testing and measuring services, packaging and logistics), as well as to providers of associated software, exclusively

information derived from Analysis Results and effectively anonymised as to which of these materials, operating equipment, materials or services are calculated or required in the course of using the Software. Source Data is not passed on. The information provided must not permit any conclusions to be drawn about the Customer, its customers or Users, about specific parts or about specific projects.

6.5 Spanflug will not use the Customer Data or information derived from it, either directly or indirectly, to identify customers or other business partners of the Customer or to approach them for sales or advertising purposes. Disclosure to third parties for such purposes is likewise excluded.

6.6 All rights of the Customer and of other rights holders in the Customer Data remain unaffected. Spanflug acquires no rights in the Source Data or in the products and designs embodied therein. For the duration of the Contract, the Customer grants Spanflug the non-exclusive right, unrestricted in territory, to store, reproduce, analyse, technically process and combine with other data the Customer Data to the extent necessary for the purposes permitted under sections 6.3 and 6.4. The right of use in the original Customer Data ends upon its deletion. The right to use aggregated information as well as general insights, statistical results, algorithms and models developed from it continues without limitation in time, including after a deletion pursuant to section 6.2 sentence 2, provided that they contain no Customer Data.

6.7 Insofar as the Customer Data contains personal data, section 7 and the data processing agreement remain unaffected.

7. Data protection and processing on behalf of the Customer

7.1 If the Customer transmits personal data to Spanflug in a non-anonymised form, the Customer is solely responsible, in the relationship between the Parties, for the legality (under data protection law) of the transmission to Spanflug and of Spanflug's collection, processing or use of the transmitted data in accordance with the agreement.

7.2 In this respect, Spanflug is a processor pursuant to Art. 28 GDPR. The data processing agreement applies in this regard (available at: <https://spanflug.com/dpa/>).

8. Usage Fee

8.1 The amount of the Usage Fee is based on the Service Description.

8.2 The Usage Fee is due upon invoicing.

8.3 All Usage Fees are subject to statutory value added tax, where applicable.

8.4 Spanflug may change the Usage Fee at its reasonable discretion on 1 January of each calendar year, but at the earliest after a term of at least three (3) months. Spanflug will exercise its reasonable discretion in such a way that the increased Usage Fee is within the range of what is customary in the market and corresponds to what is regularly charged for a

comparable service; the contractual purpose and the interests of the Parties must also be taken into account. An increase in the Usage Fee is also permissible if Spanflug's costs of providing the Software Products have increased or as a result of new statutory provisions. Spanflug will notify the Customer in writing (email is sufficient) of any change in the Usage Fee three (3) weeks before the change takes effect. If the Customer objects to the increase in the Usage Fee within fourteen (14) days in writing (email is sufficient), the Usage Fee will not be adjusted, and both Spanflug and the Customer may terminate the Contract extraordinarily within fourteen (14) days.

9. Term; termination

9.1 The Parties agree that the term is indefinite. Unless otherwise stipulated in the Service Description, either Party may terminate this Contract

1. to the end of a contractual year in the case of an annual subscription and
2. otherwise to the end of a contractual month.

9.2 This does not affect the right of both Parties to extraordinary termination of this Contract for good cause. Good cause for extraordinary termination by Spanflug exists in particular if

1. the Customer is more than four (4) weeks in arrears with payment of the Usage Fee, or
2. the Customer has allowed third parties unauthorised access to the Software Products.

9.3 Furthermore, extraordinary termination is permissible with a notice period of two (2) weeks if Spanflug becomes aware that the Customer or another User is in breach of this Contract, in each case if and to the extent that Spanflug has issued a warning to the Customer and the breach has not ceased within a period of two (2) weeks and it has been proven that the breach continues to exist.

9.4 Termination must be in written form (email to the respective email address provided by the other Party). Alternatively, termination may be effected in the user account.

9.5 Upon termination of the Contract, all rights of the Customer to use the Software Products lapse.

9.6 Termination of this Contract does not affect the validity of such provisions as are intended by their nature to continue to apply beyond the term of the Contract. This applies in particular to all payment obligations relating to this Contract and arising prior to termination, and to all provisions concerning confidentiality, ownership, industrial property rights including copyrights and related rights, as well as the protection of and restrictions on the use of the Software Products and the protection and use of the Customer Data.

10. Miscellaneous

Spanflug is entitled to amend these GTC with effect for the future, including during an ongoing Contract for the Software, provided that the amendment is reasonable for the Customer taking into account Spanflug's interests. This is in particular the case if the

amendment has no effect on the essential provisions on services and remuneration (e.g. price increases, restrictions of the functional scope, reduction of availability), or insofar as the amendment is necessary in order to establish compliance with applicable law, in particular in the event of a change in the legal situation, or in order to comply with a court or official decision, or in order to take account of changed technical conditions. Spanflug will notify the Customer of amendments to these GTC in text form (email is sufficient) at least six (6) weeks before the planned entry into force. The notification contains the amended provisions, the date of entry into force and a reference to the Customer's right to object and to the legal consequences of a failure to object. If the Customer does not object to the amendments within four (4) weeks of receipt of the notification in text form vis-à-vis Spanflug, the amendments are deemed approved by the Customer. Continued use of the Software after the amendments have entered into force likewise constitutes consent. If the Customer objects in due time, both Spanflug and the Customer are entitled to terminate the Contract extraordinarily with a notice period of two (2) weeks as at the date of the planned entry into force of the amendments. If no termination is effected, the Contract will be continued on the previous terms.

Part C: Specific Provisions for Contract Manufacturing and Other Deliveries of Goods

1. Order and Conclusion of Contract

1.1 The Customer provides the essential features of the product pursuant to section 3 via the Spanflug website. This may involve the following products:

1. a part to be manufactured, specified by a CAD file, information on the Spanflug website and/or a PDF drawing, or
2. a semi-finished product used for the manufacture of a part to be manufactured, specified by information on the Spanflug website,

whereby the part or semi-finished product is hereinafter referred to as the **"Product"** and the respective specification as the **"Product Specification"**.

1.2 On the basis of the Product Specification, Spanflug makes a non-binding proposal to the Customer regarding the price and delivery time for the Product (hereinafter **"Delivery Information"**).

1.3 The Customer submits an offer with the Delivery Information via the electronic order form on the Spanflug website (hereinafter **"Order Form"**). The Customer is bound to the offer for two weeks.

1.4 Spanflug accepts the offer by means of an express order confirmation by email (**"Conclusion of Contract"**).

1.5 In the event of an order deviating from sections 1.1 to 1.4, for example by email or in written correspondence, a contract is only concluded upon express acceptance by Spanflug.

2. Payment

2.1 The price stated in the Delivery Information is subject to the applicable statutory value added tax (hereinafter “**Fee**”). Any customs duties, charges, taxes and other public levies are borne by the Customer.

2.2 If the Customer chooses the payment method “by invoice”, the Fee is due fourteen (14) days after delivery. For all other payment methods, the Fee is due three (3) working days after acceptance of the offer by Spanflug. Only the payment methods specified by Spanflug in the Order Form are available to the Customer.

3. Product Specification

3.1 The Customer is obliged to provide Spanflug with a complete, correct, consistent and unambiguous Product Specification.

3.2 The Customer is obliged to review the Product Specification prior to its transmission to Spanflug and, in doing so, must ensure that the Product Specification meets the requirements set out in these GTC and on the Spanflug website. In particular, the Customer must ensure that the Product Specification, if it consists of several files (e.g. CAD file and PDF drawing), does not contain any contradictory data and is in this respect consistent and unambiguous.

3.3 Spanflug merely prepares the Delivery Information and manufactures or delivers the Products on the basis of the Product Specification and is not obliged to check the completeness, correctness, unambiguity, consistency, quality or plausibility of the Product Specification or to ensure that the Product Specification is corrected. The Customer is itself responsible for the Product Specification it submits.

3.4 The Customer assures Spanflug that it is entitled to use the Product Specification and that no rights of third parties are infringed by its use by Spanflug and the Manufacturers. The Customer grants Spanflug the rights of use necessary for executing the order.

4. Further obligations and assurances of the Customer

4.1 The Customer assures Spanflug of the following use of the ordered Product:

1. the Product will be ordered and used for lawful purposes only;
2. the Product will not be used as a weapon or for weapons;
3. the Product will not be used in motor vehicles, aircraft, spacecraft, offshore installations, long-distance pipelines or medical implants.

4.2 The Customer ensures that the contact details provided to Spanflug are accurate and up to date and that email communications can be received and, in particular, are not blocked by spam filters. The Customer will post any changes to the contact details on the Spanflug website without undue delay.

4.3 The Customer assures that it is solvent.

5. Manufacture and delivery of the Product

5.1 Delivery is subject to the timely and proper fulfilment of all of the Customer's obligations under these GTC.

5.2 Spanflug manufactures or delivers the Product as per the Product Specification. Whether the Customer can in fact use the Product for a purpose assumed by it is at the Customer's own risk.

5.3 Spanflug is entitled to commission third parties with the manufacture or delivery of the Products ("**Manufacturers**"); this also includes suppliers and distributors of semi-finished products. Spanflug is not obliged to inform the Customer about this.

5.4 Production and any agreed delivery periods commence after receipt of payment in full; this also applies to express orders. By derogation from this, in the event of payment "by invoice" within the meaning of section 2.2, production and agreed delivery periods commence upon Conclusion of Contract.

5.5 The delivery and shipment of the Products is carried out at the risk of the Customer by service providers selected by Spanflug, whereby their terms of delivery may apply. Section 5.6 remains unaffected.

5.6 The risk of accidental loss and accidental deterioration of the Product as well as the risk of delay passes to the Customer as follows, even in the case of carriage-paid delivery:

1. In the event of sale by delivery to a place other than the place of performance, upon delivery of the Product to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. Spanflug will insure deliveries against the usual transport risks at the Customer's written (including email) request and expense;
2. In the event of deliveries including installation or assembly, on the date of receipt at the Customer's own premises or, if agreed, following a successful trial run; or
3. If acceptance has been agreed, acceptance is decisive for the passing of risk. In all other respects, the statutory provisions of the law on contracts for work and services apply accordingly to an agreed acceptance.

5.7 In the event of default of acceptance on the part of the Customer, or a delay in shipment, delivery, commencement or execution of installation or assembly, receipt at the Customer's own premises or trial run for which the Customer is responsible, the risk of accidental loss and accidental deterioration passes to the Customer by derogation from section 5.6.

5.8 The Customer may not refuse to take receipt of deliveries on the grounds of immaterial defects. Partial deliveries are permissible to the extent that they can reasonably be accepted by the Customer.

5.9 If acceptance of the Product is required, it must be declared by the Customer within fourteen (14) days of delivery. Acceptance is deemed to have been given if the Customer does not give written notice of precisely described defects within this period; receipt of the notice of defects by Spanflug is decisive for compliance with the period. Spanflug will indicate this to the Customer on the delivery note. Section 7.1 remains unaffected. Acceptance is likewise deemed to have been given when the Product is put into use by the Customer, where applicable after completion of an agreed test phase.

5.10 Transport packaging and all other packaging within the meaning of the German Packaging Ordinance (Verpackungsverordnung) will not be taken back by Spanflug; it becomes the property of the Customer.

5.11 If it is foreseeable that a Product ordered by the Customer cannot be delivered by Spanflug in due time, Spanflug will inform the Customer thereof without undue delay.

5.12 If shipment or delivery is delayed at the Customer's request by more than one month after notification of readiness for shipment, Spanflug may charge the Customer, after the expiry of one month from notification of readiness for shipment, a flat-rate storage fee of 1 % of the price of the Products of the relevant delivery for each week commenced. The total amount of the storage fee is limited to the price of the relevant Products within the meaning of section 2.1. The contractual parties are at liberty to prove higher or lower storage costs, in which case the flat-rate storage fee is to be offset against such claims.

6. Reservation of title

6.1 The delivered Products (reserved goods) remain the property of Spanflug until all claims have been satisfied to which Spanflug is entitled against the Customer now or in the future, including all balance claims from current accounts (secured claim). The Customer will treat the delivered Products with care.

6.2 The Products subject to reservation of title may not be pledged to third parties or assigned as collateral until the secured claims have been paid in full. The Customer must inform Spanflug in writing without undue delay if and to the extent that third parties take enforcement measures against or otherwise interfere with goods belonging to Spanflug.

6.3 The Customer is entitled, under the following provisions, to resell and/or process the Products subject to reservation of title in the ordinary course of business:

1. If the Products are inseparably combined or mixed with other items not belonging to Spanflug, Spanflug acquires co-ownership in the new item in the ratio of the value of the Products concerned (final invoice amount including value added tax) to the other combined or mixed items at the time of such combining or mixing. If the Products are combined or mixed in such a way that the Customer's item is to be regarded as the main item, the Customer and Spanflug already agree now that the Customer will transfer co-ownership of this item to Spanflug on a pro rata basis. Spanflug accepts this transfer.

The Customer will hold the sole or co-ownership of an item thus created on Spanflug's behalf.

2. The Customer hereby assigns to Spanflug as collateral any claims against third parties arising from the sale of the Products or of the items arising in case (a), in their entirety or, in the case of a co-ownership share, in the amount of Spanflug's co-ownership share. Spanflug accepts the assignment.
3. The Customer remains authorised, in addition to Spanflug, to collect the claim assigned under (b). Spanflug does not collect the claim as long as the Customer meets its payment obligations towards Spanflug, is not in default of payment, no application for the opening of insolvency proceedings against the Customer's assets has been filed and there is no other deficiency in the Customer's ability to pay. Otherwise, Spanflug may request that the Customer disclose the assigned claims and their debtors and provide all other information necessary for collection, hand over the corresponding documents and inform the debtors (third parties) of the assignment.
4. If the realisable value of the collateral exceeds Spanflug's secured claims by more than 20 %, Spanflug will release collateral at Spanflug's discretion upon the Customer's request.

7. Warranty

7.1 The prerequisite for any warranty rights of the Customer is its proper fulfilment of all inspection and notification obligations pursuant to sections 377, 381 German Commercial Code (HGB). In particular, the Customer is required to inspect the delivered Product for defects without undue delay upon receipt. The Customer must notify Spanflug of any defects without undue delay, at the latest within eight days after receipt of the delivery, in writing or by email. Parts about which a complaint has been made must be sent to Spanflug for inspection at Spanflug's request. The Customer must bear the costs of sending in the parts unless the defect complained of is present.

7.2 Warranty claims may be asserted within twelve months after delivery of the Product to the Customer. This does not apply where longer periods are prescribed by statute pursuant to sections 438 (1) no. 2 (buildings and things used for buildings), 478 (2) (recourse of the entrepreneur) and 634a (1) no. 2 (building defects) German Civil Code (BGB), nor in instances of culpable injury to life, body or health by Spanflug, an intentional or grossly negligent breach of duty on the part of Spanflug, or fraudulent concealment of a defect by Spanflug. This section 7.2 applies accordingly to Spanflug's legal representatives or vicarious agents. This has no effect on the statutory provisions on suspension of expiry, suspension and recommencement of the periods.

7.3 In the event of defects in the Product, the Customer is entitled to subsequent performance in the form of rectification of the defect or delivery of a defect-free item. Spanflug may choose the type of subsequent performance. If the subsequent performance fails, the Customer is entitled to reduce the purchase price or withdraw from the contract. The obligation to remedy defects lapses if the parts affected by the defect have been

modified or even provisionally repaired by the Customer or by third parties. The costs incurred by Spanflug due to unjustified claims for defects are borne by the Customer.

7.4 There are no claims for defects in the event of only immaterial deviation from the agreed quality, only immaterial impairment of usability, natural wear and tear, or damage arising after the passing of risk as a result of faulty or negligent treatment, excessive use, unsuitable operating resources, defective construction work, unsuitable building ground, or as a result of special external influences not assumed under the contract, nor in the event of non-reproducible software errors. If improper modifications or repair work are carried out by the Customer or by third parties, there are likewise no claims for defects in respect of these and their consequences.

7.5 Claims of the Customer for the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded to the extent that the expenses increase because the Product was subsequently moved to a place other than the agreed place of delivery, unless such transfer corresponds to the intended use.

7.6 The Customer only has rights of recourse against Spanflug pursuant to section 445a German Civil Code (BGB) (recourse of the seller) to the extent that the Customer has not entered into any agreements with its buyer going beyond the statutory claims for defects. Section 7.5 also applies accordingly to the scope of the Customer's right of recourse against Spanflug pursuant to section 445a (1) German Civil Code (BGB).

7.7 In all other respects, Part C section 8 and Part A section 4 apply to claims for damages. Claims of the Customer against Spanflug, its legal representatives and vicarious agents on the grounds of a material defect going beyond or other than those set out in this section 7 are excluded.

8. Liability

8.1 If Spanflug is in default, the Customer may, provided it can prove that it has incurred damage as a result, demand compensation for each completed week of default of 0.5 %, but in total no more than 5 % of the price for that part of the deliveries which was not delivered. Both claims of the Customer for damages due to delayed delivery and claims for damages in lieu of performance which go beyond the limits stated in the preceding sentence are excluded in all cases of delayed delivery, even after the expiry of any delivery period set for Spanflug. Part A sections 4.1 and 4.2 remain unaffected.

8.2 The Customer is required to declare, at Spanflug's request, within a period of two weeks, whether it will withdraw from the contract due to Spanflug's default with a delivery. If it does not submit the declaration within this period, its right of withdrawal expires.

8.3 The above provisions of this section 8 apply accordingly to Spanflug's executive bodies and vicarious agents.

8.4 In all other respects, liability is governed by Part A section 4.

9. Indemnity

9.1 The Customer indemnifies Spanflug and its contractors on first demand against claims of third parties in the cases listed below in section 9.2 and bears all costs and expenses incurred by Spanflug and its contractors in this connection, in particular legal enforcement and defence costs on the one hand and costs resulting from compliance with a possible obligation to cease and desist on the other hand. The Customer is required to notify Spanflug without undue delay of any risks of infringement and alleged cases of infringement that become known and, within the bounds of what is reasonable, to counteract corresponding infringement claims by mutual agreement with Spanflug.

9.2 The obligation under section 9.1 concerns:

1. actual or alleged infringements of property rights for which the Customer is responsible;
2. product defects for which the Customer is responsible;
3. data protection infringements for which the Customer is responsible;
4. any use of the Product in breach of the assurance in section 4.1.

10. Rights of Spanflug to refuse performance and to withdraw from the contract

10.1 In the following cases Spanflug is entitled to postpone the delivery or to withdraw from the contract in whole or in part:

1. the Product cannot be delivered for a reason for which Spanflug is not responsible;
2. the manufacture or delivery of the Product is made significantly more difficult or impossible due to force majeure (in particular war or states of emergency, pandemics, especially in connection with Covid-19, riots, strikes, lockouts, official orders, shortages of raw materials and illnesses; all this also applies at suppliers of Spanflug or at Manufacturers);
3. the manufacture of the Product is subject to special technical problems which were not foreseeable at the time of the order and which make manufacture or delivery considerably more difficult;
4. the manufacture and delivery of the Product is unreasonable for Spanflug for economic reasons that were not foreseeable at the time of the order; and/or
5. the Customer becomes insolvent or insolvency proceedings are opened against the Customer's assets.

10.2 In cases where Spanflug exercises its right of withdrawal for the reasons set out in section 10.1 above, Spanflug is required only to refund payments already made, to the exclusion of other claims of the Customer.

10.3 To the extent that delivery is impossible, the Customer is entitled to demand damages unless Spanflug is not responsible for such impossibility. The Customer's claim for damages is limited to 10 % of the value of that part of the delivery which cannot be put to its intended use owing to such impossibility. Sections 7.1 and 7.2 remain unaffected. This does not give rise to a change in the burden of proof to the detriment of the Customer. The Customer's right to withdraw from the contract remains unaffected.

10.4 To the extent that unforeseen events substantially alter the economic significance or the content of the delivery or have a substantial effect on Spanflug's operations, the contract will be adjusted appropriately in good faith. Insofar as it is not economically reasonable to adjust the contract, Spanflug is entitled to withdraw from the contract. If Spanflug wishes to make use of this right of withdrawal, Spanflug must notify the Customer thereof within three weeks of becoming aware of the event. If Spanflug does not submit the declaration within this period, Spanflug's right of withdrawal expires.

11. Data protection

11.1 The Customer acknowledges that the use of personal data is necessary for the performance of the contract and for payment.

11.2 Spanflug does not process any personal data that are not required for the execution of the order process, and the Customer does not transmit any such data to Spanflug.

11.3 The Customer ensures that personal data in the Product Specifications are transmitted to Spanflug for the manufacture of the Product with the consent of the persons concerned or otherwise lawfully, and indemnifies Spanflug against all claims in this respect.

12. Industrial property rights and copyrights; legal defects

12.1 Unless otherwise agreed, Spanflug is required to perform the delivery free of third-party industrial property rights and copyrights (in this section 12: "Property Rights") only in the country of the place of delivery. If a third party asserts justified claims against the Customer owing to the infringement of Property Rights by deliveries made by Spanflug and used in accordance with the contract, Spanflug is liable to the Customer within the period specified in section 7.2 as follows:

1. Spanflug will, at its discretion and at its expense, either obtain a right of use for the deliveries in question, modify them in such a way that the Property Right is not infringed, or replace them. If this is not possible for Spanflug on reasonable terms, the Customer is entitled to the statutory rights of withdrawal or reduction.
2. Spanflug's obligation to pay damages is governed by Part A section 4 and Part C section 7.
3. The above obligations of Spanflug exist only to the extent that the Customer notifies Spanflug in writing without undue delay of the claims asserted by the third party, does not acknowledge an infringement, and all defensive measures and settlement negotiations remain reserved to Spanflug. If the Customer ceases to use the delivery in order to

mitigate loss or for other important reasons, it is required to inform the third party that the cessation of use does not constitute an acknowledgement of an infringement of a Property Right.

12.2 Claims of the Customer are excluded to the extent that it is itself responsible for the infringement of the Property Right.

12.3 Claims of the Customer are further excluded to the extent that the infringement of the Property Right was caused by specific stipulations of the Customer, for example the Product Specification, by an application not foreseeable for Spanflug, or by the fact that the delivery was modified by the Customer or used together with products not supplied by Spanflug.

12.4 Spanflug reserves its ownership and copyright exploitation rights without restriction in cost estimates, drawings, manuals and other documents of Spanflug ("**Documents**"). The Documents may only be made accessible to third parties with the prior consent of Spanflug and must be returned to Spanflug without undue delay upon request if the order is not placed with Spanflug. Sentences 1 and 2 apply accordingly to Documents of the Customer; these may, however, be made accessible to such third parties to whom Spanflug has lawfully subcontracted the relevant deliveries.

12.5 In the event of infringements of Property Rights, the provisions of section 7 otherwise apply accordingly to the claims of the Customer governed in section 12.1 a).

12.6 In the event of other legal defects, the provisions of section 7 apply accordingly.

12.7 Claims of the Customer against Spanflug and its vicarious agents on the grounds of a legal defect going beyond or other than those set out in this section 12 are excluded.

13. Confidentiality

13.1 Confidential Information within the meaning of Part A section 5.1 comprises, for Spanflug, in the case of Contract Manufacturing, technical drawings (in particular CAD models), information on parts or business information relating to such technical drawings (in particular CAD models) and parts which the Customer discloses to Spanflug, as well as, for both Parties, in the case of all Deliveries of Goods, Documents of the respective other Party pursuant to section 12.4 and the fact that the Customer has instructed Spanflug.

13.2 In the case of all Deliveries of Goods, Spanflug undertakes to use the Confidential Information exclusively for the purpose of evaluating the Product Specification and preparing the offer to the Customer, as well as for manufacturing the ordered Products and for improving and further developing the Spanflug offerings.

13.3 In the case of all Deliveries of Goods, Spanflug has the right, notwithstanding the other provisions of Part A section 5, to disclose the Confidential Information to (sub-)contractors or Manufacturers where this appears expedient for the preparation or performance of the contract, in particular for the manufacture of the Product. This includes in particular obtaining offers from potential Manufacturers for the purpose of preparing the Delivery Information and

the offer, as well as commissioning (sub-)contractors or Manufacturers to manufacture the Product. Spanflug ensures that any such (sub-)contractors or Manufacturers that obtain access to Confidential Information undertake to maintain confidentiality to a comparable extent as Spanflug does under this Contract; this also applies where no commission is placed.

13.4 Insofar as the Customer provides Confidential Information via the Software “Spanflug BUY”, the provisions of this section 13 and, in addition, Part A section 5 apply exclusively to the protection and use of Customer Data, and not Part B section 6.2 sentences 1 to 3.

14. Miscellaneous

The place of performance for all services arising from the business relationships existing with Spanflug is the registered office of Spanflug.