General Terms and Conditions of Delivery

As of 12 September 2025
of KAESER KOMPRESSOREN SE
96410 Coburg, Germany, Carl-Kaeser-Str. 26
Phone (+49 9561) 640-0 - Fax (+49 9561) 640-130
http://www.kaeser.com - Email: produktinfo@kaeser.com

I. Scope of application and written form requirement

1. The following General Terms and Conditions of Delivery of KAESER KOMPRESSOREN SE apply to all deliveries and services provided by KAESER to companies within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law. All legal relationships between KAESER and the Customer, including future ones, are governed by KAESER's Terms and Conditions of Sale in their currently valid form. Any deviating terms and conditions of the Customer shall not become part of the contract, even if the order is accepted.
2. If individual agreements have been concluded, these shall take precedence. Unless special provisions have been made, they shall be supplemented by these General Terms and Conditions of Delivery.
3. Declarations and notifications made by the Customer to KAESER, e.g. setting deadlines, notifying defects, declaring withdrawal or reduction, shall only be effective if they are made in writing.

II. Offer, offer documents and order confirmation

1. Offers are always subject to change unless they are limited in time.
2. The documents belonging to the offer, such as illustrations, descriptions and drawings, dimensions and weights, are only approximate unless they are expressly designated as binding.
3. KAESER reserves ownership rights and copyrights to cost estimates, drawings, samples and other documents of a physical and non-physical nature, including those in electronic form; they may not be made accessible to third parties without KAESER's consent and must be returned immediately upon request. KAESER undertakes to make information and documents designated as confidential by the Customer accessible to third parties only with the Customer's consent.
4. In the absence of a special agreement, a contract shall be concluded upon written order confirmation by KAESER. This order confirmation, in conjunction with the product description to be agreed with KAESER, shall be decisive for the content of the contract.

III. Prices and terms of payment

1. Prices are ex works (Incoterms®2020) and do not include packaging, freight, postage or value insurance. Value added tax at the applicable statutory rate shall be added to the prices.
2. In the case of an ongoing business relationship and if the Customer's payment behaviour is in accordance with the contract, the Customer shall make payments on KAESER's invoices within 10 days with a 2% discount or within 30 days net. KAESER may demand advance payment from customers with whom no business relationship has previously existed before delivering the goods. For orders worth more than €5,000, KAESER is entitled to demand payment from the Customer in such a way that 1/3 of the invoice amount is payable upon receipt of the order confirmation, 1/3 upon notification of readiness for dispatch and 1/3 30 days after invoicing. In the case of customers who have not fulfilled previously agreed payment obligations, KAESER reserves the right to demand a down payment as security before providing the services/deliveries.
3. Cheques and bills of exchange are only accepted as payment in full. Bills of exchange must be discountable. Discount and collection charges shall be borne by the Customer and are due immediately upon invoicing without deduction.
4. The Customer shall only be entitled to withhold payments or offset them against counterclaims insofar as their counterclaims are undisputed or have been legally established or are ready for decision.
5. KAESER is entitled to refuse performance and, under certain circumstances, to withdraw from the contract in accordance with the statutory provisions if, after the conclusion of the contract, it becomes apparent that the claim to the purchase price is at risk due to the Customer's inability to pay. In this case, KAESER may immediately declare its withdrawal if an unreasonable item is to be manufactured. The provisions on the dispensability of setting a deadline shall remain unaffected.

IV. Delivery period and default in delivery/refusal of acceptance/acceptance

1. The delivery period shall commence on the date of order confirmation, but not before all necessary technical questions and documents have been agreed and clarified. KAESER's compliance with this requirement is conditional upon the Customer having fulfilled all obligations incumbent upon it, such as providing documents, approvals and releases or making a down payment. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if KAESER is responsible for the delay.
2. Compliance with the delivery period is subject to correct and timely delivery to KAESER. KAESER shall notify the Customer of any foreseeable delays as soon as possible.
3. The delivery period shall be deemed to have been met if, by the end of the delivery period, the delivery item has left KAESER's factory or notification of readiness for dispatch has been given. Insofar as acceptance is required, the acceptance date shall be decisive, except in the case of justified refusal of acceptance, or alternatively the notification of readiness for acceptance.
4. If the dispatch or acceptance of the delivery item is delayed for reasons for which the Customer is responsible, the Customer shall be charged for the costs incurred as a result of the delay, in particular for storage, beginning one month after notification of readiness for dispatch/acceptance. In the case of storage at KAESER's factory, KAESER may charge 0.5% of the invoice amount per month or part thereof, up to a maximum of 10% of the contract value of the delivery items not accepted. The Customer shall be free to demonstrate and, if necessary, prove that KAESER's storage costs are lower. KAESER shall be entitled, after setting and expiry of a reasonable deadline, to dispose of the delivery item elsewhere and to supply the Customer within a reasonably extended deadline. KAESER shall retain further claims, in particular rights arising from sections 293 et seq. (304) of the German Civil Code (BGB), taking into account the services provided by the Customer. The same applies to the Customer's rights arising from sections 280 et seq. BGB and to the claim for performance.
5. Compliance with the delivery period requires the fulfilment of the Customer's contractual obligations.
6. The Customer may withdraw from the contract without setting a deadline if KAESER is definitively unable to perform the entire service before the transfer of risk. The Customer may also withdraw from the contract if, in the case of an order, the execution of part of the delivery becomes impossible and the Customer has a legitimate

interest in rejecting a partial delivery. If this is not the case, the Customer shall pay the contract price attributable to the partial delivery. The same shall apply in the event of KAESER's inability to perform. If the impossibility or inability occurs during the default in acceptance or if the Customer is responsible for these circumstances, it shall remain obliged to pay consideration.

7. If the Customer unjustifiably refuses to accept the subject matter of the contract, the delivery or the service, KAESER may set the Customer a reasonable deadline for acceptance. If the Customer has not accepted the subject matter of the contract within the deadline set for it, KAESER shall be entitled, without prejudice to its right to performance of the contract, to withdraw from the contract or to claim damages for non-performance. In any case, KAESER may, even without proof of the actual damage incurred and without prejudice to the possibility of claiming higher actual damages, demand lump-sum damages amounting to 25% of the net order value for standard goods that have not been accepted and 100% for custom-made goods that cannot be used for other purposes. The Customer shall remain free to demonstrate and prove that KAESER has incurred less actual damage.

V. Transfer of risk, acceptance

1. The risk shall pass to the Customer when the delivery item has left the factory, even if partial deliveries are made or KAESER has assumed other services, e.g. shipping costs or delivery and installation. If acceptance is required, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after notification by KAESER that the goods are ready for acceptance. The Customer may not refuse acceptance in the event of a minor defect. The shipment will be insured by KAESER at the Customer's expense against transport damage and, at the Customer's request, at the Customer's expense against other insurable risks.
2. If dispatch or acceptance is delayed or does not take place due to circumstances for which KAESER is not responsible, the risk shall pass to the Customer on the day of notification of readiness for dispatch or acceptance. KAESER undertakes to take out the insurance requested by the Customer at the Customer's expense.
3. Partial deliveries are permissible insofar as they are reasonable for the Customer.

VI. Warranty

1. KAESER shall initially provide warranty for defects in the goods at its own discretion by repair or replacement. Replaced parts shall become the property of KAESER.
2. The Customer shall, after consultation with KAESER, allow KAESER the necessary time and opportunity to carry out all repairs and replacement deliveries deemed necessary by KAESER. Only in urgent cases, e.g. if operational safety is at risk or to prevent disproportionately large damage, in which case KAESER must be notified immediately, shall the Customer be entitled to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from KAESER. If the Customer makes a claim against KAESER by way of recourse after the Customer itself has been held liable by its client for the defects, § 445a BGB (German Civil Code) shall apply to the enforcement of rights.
3. Of the costs incurred by the repair or replacement delivery, KAESER shall bear the costs of the replacement part or the repair of the defective component and shall bear the costs of installation and removal as well as transport and disposal, provided that the complaint is justified. However, any claim against KAESER for removal and installation services pursuant to section 439 (3) sentence 1 BGB shall be excluded if the Customer, being aware of the defect, either installed the defective item itself or had it installed by a third party. The same shall apply if the Customer remained unaware of the defect prior to or during installation of the item due to gross negligence. In this case, the Customer can only assert claims if and to the extent that KAESER has fraudulently concealed the defect or has assumed a guarantee for the quality of the item affected by the defect. In any case, KAESER shall have the option of either carrying out the removal and installation itself, including disposal, or instead reimbursing the reasonable expenses incurred, provided that the Customer cannot assert any overriding interest in carrying out the installation and removal itself or having it carried out by a contractor appointed by it. When assessing whether the expenses – in particular for transport – are reasonable, the contractually agreed or foreseeable place of performance shall be taken into account. If the Customer unexpectedly installs the goods delivered by KAESER at a remote location, KAESER shall only reimburse the expenses that would have been incurred if the installation had taken place at the contractually agreed place of performance or at the foreseeable place of installation.
4. The Customer shall have the right to withdraw from the contract within the framework of the statutory provisions if KAESER – taking into account the statutory exceptions – allows a reasonable period set by KAESER for rectification or replacement delivery due to a defect to elapse without result. If the defect is only minor, the Customer shall only be entitled to a reduction in the contract price.
5. No warranty is provided in the following cases in particular:
   a) Unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences, unless these are attributable to KAESER;
   b) failure to use a motor protection switch;
   c) improper repair of the contractual item by the Customer or by a third party commissioned by it. However, warranty claims and rights shall remain with the Customer if it can prove that the above circumstances were not the cause of the damage that occurred;
   d) the Customer invokes as grounds for the warranty that the purchased item does not meet its expectations in terms of its condition, quality and functionality, provided that the Customer did not inform KAESER of its corresponding expectations prior to the conclusion of the contract and KAESER was not aware of them or should have been aware of them.
6. A further prerequisite for the assertion of warranty claims is that the Customer has duly exercised its obligations to inspect and give notice of defects in accordance with section 377 of the German Commercial Code (HGB).
7. If the Customer chooses to withdraw from the contract due to a legal and/or material defect after subsequent performance has failed, it shall not be entitled to any additional claims for damages due to the defect. If the Customer chooses damages after subsequent performance has failed, the goods shall remain with the latter if this is reasonable. The damages shall then be limited to the difference between the purchase price and

the value of the defective item. This shall not apply if KAESER has caused the breach of contract maliciously.

8. The quality of the goods shall be deemed to be agreed upon solely on the basis of the manufacturer's specific product description underlying the contract. Public statements, promotions or advertising by the manufacturer or third parties do not constitute a contractual description of the quality of the goods.
9. If the Customer receives faulty assembly instructions, KAESER is only obliged to deliver fault-free assembly instructions, and this only if the fault in the assembly instructions prevents proper assembly. In the event of assembly problems attributable to faulty assembly instructions, the Customer must contact KAESER by telephone, who will provide advice during normal and known business hours.
10. KAESER does not provide the Customer with any guarantees in the legal sense. Any guarantees provided by third-party manufacturers remain unaffected.
11. With regard to marketability and actual and legal operational readiness, KAESER guarantees the use of the deliveries and services in the territory of the Federal Republic of Germany, unless the deliveries and services of KAESER are expressly contractually provided for in or for another country. In this respect, it is the sole responsibility of the Customer to ensure that, in the event of intended onward delivery or use in countries outside the Federal Republic of Germany, the import regulations, embargo regulations, approval regulations and all regulations applicable there that must be observed for the use and operation of the deliveries are complied with. This also applies to compliance with country-specific operating requirements (e.g. voltage and frequency of the power supply, compliance with safety regulations, etc.).
12. In the case of used items, KAESER's liability for defects is excluded, except in cases covered by section VII 2.
13. The warranty period is 1 year from delivery/acceptance of the goods/services, except for claims under the Product Liability Act, which are subject to the statutory provisions. In the event of defects in a building or defects in an item that has been used for a building in accordance with its normal use and has caused its defectiveness, the warranty period is 2.5 years. If the Customer is in default with the acceptance of the goods/work, the warranty period shall commence at the time when KAESER offered the goods/work to the Customer for acceptance. However, with the replacement delivery, the warranty period shall only commence for the replacement part delivery, not for the other components delivered without defects.
14. In the case of warranty claims for defects asserted by the Customer against KAESER by way of recourse in accordance with section 445a of the German Civil Code (BGB), the limitation period specified in section 445b BGB shall apply without restriction.
15. KAESER is entitled to supply the Customer with replacement parts of equivalent quality instead of original replacement parts if the original parts are no longer available. This applies in particular in the event of discontinuation of production of contractual items.

VII. Liability

1. KAESER shall only be liable, regardless of the legal basis, in cases of intent and gross negligence. In cases of simple negligence, KAESER shall only be liable
   a) for damage resulting from injury to life, limb or health,
   b) for damage resulting from the breach of an essential contractual obligation, limited to compensation for foreseeable, typically occurring damage. Essential contractual obligations are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the Customer regularly relies and may rely.
2. The aforementioned limitations of liability shall not apply if KAESER has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. KAESER's liability under the Product Liability Act shall also remain unaffected.

VIII. Limitation period

Unless the limitation period for claims for defects is already regulated in section VI. 13, the statutory provisions of sections 195 et seq. of the German Civil Code (BGB) or the relevant limitation provisions of special laws shall apply to the limitation period.

IX. Retention of title

1. All deliveries and services are subject to retention of title. Delivered goods shall remain the property of KAESER until the purchase price/fees and all other claims of KAESER against the Customer arising from the current business relationship have been paid in full.
2. If goods are processed or utilised by the Customer, the processing/utilisation shall be carried out for KAESER, which shall then be deemed the manufacturer within the meaning of section 950 of the German Civil Code (BGB) and shall acquire ownership of the intermediate or end product. If processed with other goods not belonging to the Customer, KAESER shall acquire co-ownership of the new item in proportion to the value of the goods delivered by it to the value of the third-party goods at the time of processing.
3. The Customer is entitled to resell the delivered goods and to sublicense them within the scope of the agreement at any time, revocably, within the scope of its normal business operations. As a precaution, the Customer hereby assigns to KAESER all claims and ancillary rights in connection with the resale and the business relationship with its clients in the amount of the value of the goods delivered in each case. KAESER is authorised to notify the Customer’s clients of the assignment of claims at any time. The Customer must provide KAESER with the names and addresses of the clients immediately upon request.
4. The Customer is obliged to insure the delivery item at its own expense against theft, breakage, fire, water and other insurable damage for as long as KAESER retains title to the delivery item and to provide KAESER with proof of insurance upon request.
5. The Customer may neither pledge the delivery item nor assign it as security. In the event of seizure, confiscation or other dispositions by third parties, the Customer must notify KAESER immediately. If KAESER incurs damage due to failure to notify or delayed notification (e.g. through loss of rights), the Customer shall be liable for compensation.
6. If the Customer acts in breach of contract, in particular in the event of default in payment, KAESER shall be entitled to take back the goods after issuing a reminder and the Customer shall be obliged to surrender them.
7. The assertion of retention of title and the seizure of the delivery item by KAESER shall not be deemed a withdrawal from the contract, unless the provisions of the consumer loan agreement, sections 491–498 of the German Civil Code (BGB) apply.
8. KAESER undertakes to release the securities to which it is entitled at the request of the Customer insofar as the realisable value of the security exceeds the claims to be secured by more than 20%. The selection of the securities to be released is at the discretion of KAESER.

X. Property rights, copyrights, confidentiality

1. All rights to patents, utility models and designs, trademarks, equipment and other property rights as well as copyrights for the subject matter of the contract and services shall remain with the legal owners. This applies in particular to product names, software and rights to names and trademarks.
2. The contracting parties undertake to treat all non-public commercial and technical details that become known to them through the business relationship as trade secrets.
3. Drawings, tools, software, moulds, devices, models, templates, samples and similar items supplied, used or made available by or for KAESER are and remain the property of KAESER. They may not be transferred to unauthorised third parties or otherwise made accessible to them. If the aforementioned items are manufactured for KAESER, they become the property of KAESER upon creation or manufacture. The reproduction of such items is only permitted within the scope of operational requirements and in accordance with patent law, trademark law, copyright law and competition law provisions.
4. The Customer's contractual partners shall be obliged accordingly.
5. The Customer may only refer to the business relationship with KAESER in advertising with prior written consent.

XI. Conflict with third-party rights

If the Customer is held liable by third parties for direct infringement of property rights, including copyrights, due to deliveries and/or services provided by KAESER, KAESER shall indemnify the Customer against any claims for damages awarded against it or settled by way of compromise, as well as against court and legal costs; however, this shall only apply under the following conditions:

a) The Customer shall inform KAESER immediately of any claims or warnings by third parties without first taking any defensive measures and/or consulting a lawyer. This does not apply to immediate measures that must be taken before KAESER can be informed.

b) Only KAESER is authorised to initiate defensive measures and to entrust lawyers with the implementation of the defensive measures and/or to make statements and/or to conduct other negotiations. At KAESER's request, the Customer shall engage a lawyer to represent it at KAESER's expense.

c) The Customer shall notify KAESER immediately and on an ongoing basis about the matter and, in particular, shall provide the necessary information and documents.

XII. Protection of personal data

KAESER processes the Customer's personal data only in compliance with the relevant data protection regulations. Further information on data protection can be found in the KAESER Data Protection Declaration for Business Partners.

XIII. Data use

1. This section XIII applies insofar as the goods sold or leased under these General Terms and Conditions of Delivery are networked products within the meaning of the Data Act (Regulation (EU) 2023/2854). "Machine data" within the meaning of section XIII is non-personal data generated by the use of the goods and designed by the manufacturer in such a way that it can be accessed by a user, data owner or third party – including, where applicable, the manufacturer – via an electronic communication service, a physical connection or device-internal access.
2. KAESER is entitled to read and use machine data from the goods automatically or manually for the following purposes:
   - Maintenance/service in relation to the goods and the improvement and development of the range of services;
   - Fulfilment of contracts with the Customer or activities in connection with such contracts (e.g. issuing invoices, preparing and providing reports or analyses, financial forecasts, impact assessments, calculations of personnel use);
   - Monitoring and maintaining the functionality, security and protection of the goods or a related service and ensuring quality control;
   - Improving the functioning of the goods or a related service;
   - Providing support, warranty, guarantee or similar services, or assessing claims made by the Customer, KAESER or third parties in relation to goods or an associated service;
   - Developing new products or services, including AI solutions; and
   - Aggregation with other data or creation of derived data for the purpose of providing the resulting derived data to third parties, provided that such derived data does not enable the identification of machine data and does not enable third parties to retrieve such machine data from the data set.
3. Upon termination of the contract underlying these General Terms and Conditions of Delivery (e.g. by withdrawal or termination), the provisions of this section XIII shall remain unaffected for all machine data transmitted to KAESER up to the time of termination.
4. KAESER may not use the machine data to gain insight into the economic situation, assets or production methods of the Customer or into the use of the goods by the Customer in any other way that could undermine the Customer's commercial position in the markets in which it operates. None of the purposes set out in section XIII. 2. shall be construed to include such use of the machine data, and KAESER undertakes to ensure, through appropriate organisational and technical measures, that no third party within or outside KAESER makes such use of the machine data.
5. KAESER shall be entitled to disclose machine data to third parties if (a) machine data is used by the third party for the purposes set out in section XIII. 2.; and (b) KAESER contractually obliges the third party (i) not to use the machine data for purposes or in a manner that exceeds the permitted use set out in section XIII. 2.; (ii) to comply with section XIII. 4.; (iii) apply the protective measures required under section XIII. 6.; and (iv) not disclose the machine data unless the Customer gives general or specific consent to such disclosure or the disclosure of the machine data is necessary in the Customer's interest to comply with these terms of use or a contract between the third party and the Customer.
6. KAESER undertakes to take protective measures to prevent data loss and unauthorised access to the machine data that are appropriate in view of the state of the art and science, the potential damage to the Customer and the costs associated with the protective measures.
7. KAESER and third parties within the meaning of section XIII. 5. may use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services or similar services to achieve the purposes set out in section XIII. 2.
8. If the Customer transfers ownership of the goods or its contractual temporary right to use the goods to a third

party, the Customer must inform KAESER of the transfer and provide KAESER with the necessary contact details of the successor so that KAESER can conclude a contract with the successor regarding the use of the machine data by KAESER. KAESER's rights to use machine data generated prior to the transfer shall remain unaffected by any transfer and shall continue to exist.

9. If the Customer acts as a reseller or distributor of KAESER products, the following special provisions apply:
   a) The Customer warrants that it will conclude binding contracts with all its clients ("Clients") regarding the use of the machine data and the transfer of the machine data to KAESER in accordance with the scope of this section XIII. The Customer is obliged to inform KAESER in writing if a Client does not accept the conclusion of such a contract and/or restrictions on the use or transfer of machine data (e.g. for specific purposes) or if the contract with a Client regarding the use and transfer of machine data ends or is otherwise impaired.
   b) The Customer grants KAESER the rights specified in section XIII and ensures that the contract concluded with the Client allows for this granting of rights. In doing so, the Customer ensures that the purposes specified in section XIII. 2 also apply in favour of KAESER, in particular the fulfilment of contracts with KAESER.
   c) The Customer shall indemnify KAESER against all claims and corresponding costs (including legal defence costs) in connection with a breach of section XIII. 9 a) by the Customer.
   d) In addition to section XIII. 5., the following shall apply: KAESER and the third party may freely pass on the machine data to companies affiliated with KAESER within the meaning of sections 15 ff. of the German Stock Corporation Act (AktG), provided that the conditions set out in section XIII. 5. (a), (b) (i) – (iii) are met.
   e) Clause XIII. 8. shall not apply between KAESER and the Customer. However, the Customer must agree a comparable provision in its own contracts with Clients so that KAESER is informed of any such transactions.
   f) In all other respects, section XIII remains unaffected.

XIV. Place of performance and jurisdiction

1. The place of performance and jurisdiction for all claims arising from business relationships, in particular from deliveries to the Customer, is Coburg, even if sales or deliveries have been made by a branch office. This place of jurisdiction also applies to disputes concerning the creation and validity of the contractual relationship. KAESER may also bring legal action before the court responsible for the Customer's registered office or any other legally competent court.
2. The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

XV. Severability clause

1. Should one or more clauses of these General Terms and Conditions of Delivery be or become invalid, the legal validity of the remaining clauses shall remain unaffected.
2. The invalid clause shall be replaced by the statutory provisions. The same shall apply in the event of an unintended loophole.