

General Terms and Conditions of Trans-Textil GmbH

1. General Provisions

1.1 All deliveries, services, and offers provided by Trans-Textil GmbH (hereinafter "TT") are made exclusively in accordance with these General Terms and Conditions. These terms and conditions form an integral part of all contracts that TT enters into with its contractual partners (hereinafter also referred to as "the Client") regarding the deliveries or services it offers. They also apply to all future deliveries, services, or offers to the client, even if they are not specifically agreed upon again.

1.2 The client's or a third party's terms and conditions shall not apply, even if TT does not specifically object to their validity in individual cases. Even if TT refers to a letter that contains or refers to the client's or a third party's terms and conditions, this does not constitute agreement to the validity of those terms and conditions.

2. Offers and Conclusion of Contracts

2.1 Offers made by TT are nonbinding unless they are expressly designated as binding or specify a particular acceptance period. TT may accept orders or contracts within (14) days of receipt.

2.2 The written contract, including these General Terms and Conditions, shall be the sole basis for the legal relationship between TT and the Client. It fully sets forth all agreements between the contracting parties regarding the subject matter of the contract. Verbal commitments made by TT prior to the execution of this contract are not legally binding, and any verbal agreements between the contracting parties are superseded by the written contract, unless otherwise expressly agreed upon by the contracting parties in each instance.

2.3 Any additions or amendments to the agreements entered into, including these General Terms and Conditions, must be in writing to be effective. With the exception of managing directors, TT employees are not authorized to make oral agreements that deviate from the written agreement. For the purposes of complying with the written form requirement, transmission via telecommunications, in particular by fax or email, is sufficient.

2.4 Information provided by TT regarding the subject matter of the delivery or service (e.g., weights, dimensions, utility values, load-bearing capacity, tolerances, and technical data), as well as representations thereof (e.g., drawings and illustrations), are only approximate. They do not constitute guaranteed characteristics, but rather descriptions or identifications of the delivery or service. Commercially acceptable deviations and deviations resulting from legal requirements or constituting technical improvements, as well as the replacement of individual parts with equivalent parts, are permitted to the extent that this is permissible for the client, taking into account the interests of TT.

3. Prices

3.1 The prices apply to the scope of services and deliveries specified in the order confirmations. Additional or special services will be billed separately. Prices are quoted in EUR ex works, plus packaging, applicable value-added tax, and—for export deliveries—customs duties, fees, and other public charges.

3.1. To the extent that the agreed-upon prices are based on TT's list prices and delivery is not scheduled to take place until more than four months after the conclusion of

the contract, the TT list prices in effect at the time of delivery shall apply (in each case, less any agreed-upon percentage or fixed discount). This also applies to partial performances that have not yet been rendered.

4. Terms of Payment

4.1 Unless otherwise agreed, invoices from TT must be paid by bank transfer within 10 days of the date of receipt of the invoice, without any deductions, provided that there is a sufficient credit insurance limit and/or corresponding creditworthiness. Otherwise, invoices must also be paid in advance without any deductions. Payments must be made exclusively to the accounts specified on TT's invoices.

4.2 A payment shall not be deemed to have been made until the date on which it is finally credited to TT's bank account.

4.3 Payments made by other means are subject to TT's written consent.

4.4 TT is entitled to make outstanding deliveries or provide outstanding services only against advance payment or the provision of security if, after the conclusion of the contract, it becomes aware of circumstances that are likely to significantly impair the client's creditworthiness and that jeopardize the client's payment of TT's outstanding claims arising from the respective contractual relationship (including from other individual orders covered by the same framework agreement).

4.5 Withholding payments or offsetting them against counterclaims by the contracting party is permitted only to the extent that the counterclaims are undisputed or have been legally established.

5. Delivery, Delivery Times

5.1 Deliveries are made ex works.

5.2 Delivery and service dates provided by TT are always approximate, unless a fixed date or deadline has been expressly promised or agreed upon. If shipment has been agreed upon, delivery periods and dates—unless expressly stated otherwise by TT—refer to the time of handover to the freight forwarder, carrier, or other third party commissioned with the transport.

5.3 The risk of accidental loss or deterioration of the goods passes to the customer at this time. This also applies if TT assumes services such as freight-paid shipping, delivery, etc. If pickup or shipment is delayed due to circumstances for which TT is not responsible, the risk passes to the client at the time specified above or on the date of notification that the goods are ready for shipment.

5.4 TT may—without prejudice to its rights arising from the client's default—require the client to extend delivery and performance deadlines or postpone delivery and performance dates by the period during which the client fails to fulfill its contractual obligations to TT.

5.5 TT shall not be liable for failure to deliver or for delays in delivery to the extent that these are caused by force majeure or other events that were unforeseeable at the time the contract was concluded (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transportation delays, strikes, lawful lockouts, shortages of labor, energy, or raw materials, difficulties in obtaining necessary regulatory approvals, pandemics or epidemics, governmental measures, or the failure of suppliers to deliver, or to deliver correctly or on time, despite a corresponding hedging transaction entered into by TT) for which TT is not responsible. If such events significantly impede or render impossible TT's delivery or performance and the hindrance is not merely temporary, TT is entitled to withdraw from the contract. In the event of

temporary impediments, the delivery or performance periods shall be extended, or the delivery or performance dates shall be postponed, by the duration of the impediment plus a reasonable start-up period. To the extent that the Client cannot reasonably be expected to accept the delivery or service as a result of the delay, the Client may withdraw from the contract by immediately notifying TT in writing.

5.6 TT is entitled to make partial deliveries only if

- the partial delivery is usable by the Customer within the scope of the contractual purpose,
- delivery of the remaining ordered goods is guaranteed, and
- this does not result in any significant additional effort or costs for the Customer (unless TT agrees to bear these costs).

5.7 If TT is in default with a delivery or service, or if a delivery or service becomes impossible for TT for any reason whatsoever, TT's liability for damages shall be limited in accordance with Section 8 of these General Terms and Conditions.

6. Acceptance/Incoming Goods Inspection

6.1 Any damage incurred during transport and/or resulting shortfalls must be reported to the carrier/freight forwarder immediately upon receipt of the goods.

6.2 Unless expressly agreed otherwise, the quality and suitability for use are governed exclusively and conclusively by the data sheet or agreed reference sample pertaining to the respective product. The values specified for our products are average values determined in generalized tests based on random samples under standard laboratory conditions. The information provided by TT does not relieve the client from conducting its own suitability tests on the materials used for the respective application area, nor from inspecting them. TT assumes no warranty or guarantee whatsoever regarding the use of the products in a specific application scenario, in particular regarding their functionality, compatibility, or interoperability.

6.3 The client must inspect the goods immediately upon delivery by TT. Defects must be reported to TT in writing without delay. If TT does not receive such a notification within seven business days after delivery of the goods, the goods shall be deemed to have been properly delivered and accepted.

6.4 Hidden defects must be reported in writing immediately upon discovery.

6.5 Acceptance may not be refused on the grounds of minor defects:

Deviations in quality, color, width, weight, finish, or design that are customary in the trade or minor and technically unavoidable, as well as lower-grade goods and variations between batches, are excluded from the notice of defects.

6.6 Mixing or processing the delivered goods shall be deemed equivalent to acceptance.

7. Complaints/Warranty and Statute of Limitations

7.1 The warranty period is one year from delivery or, if acceptance is required, from the date of acceptance. This period does not apply to the Client's claims for damages arising from injury to life, limb, or health, or from intentional or grossly negligent breaches of duty by TT or its agents, which are subject to the statutory limitation periods.

7.2 The delivered items must be carefully inspected immediately upon delivery to the Client or to a third party designated by the Client. With respect to obvious defects or other defects that would have been detectable during an

immediate, careful inspection, the items shall be deemed approved by TT unless TT receives a written notice of defects within seven business days of delivery. With regard to other defects, the delivered goods shall be deemed to have been accepted by the Customer if TT does not receive notice of the defect within seven business days of the time when the defect became apparent; if the defect was already apparent at an earlier time under normal use, however, that earlier time shall be decisive for the start of the notice period. At TT's request, a delivery item that is the subject of a complaint must be returned to TT with shipping costs prepaid. In the event of a justified complaint, TT will reimburse the costs of the most economical shipping method; this does not apply if the costs are increased because the delivery item is located at a place other than the place of intended use.

7.3 In the event of material defects in the delivered items, TT is initially obligated and entitled, at its discretion to be exercised within a reasonable period, to either repair the items or provide a replacement. In all other respects, the statutory provisions apply.

7.4 In the event of defects in materials from other manufacturers that TT cannot remedy for licensing or practical reasons, TT shall, at its discretion, either assert its warranty claims against the manufacturers and suppliers at the customer's expense or assign such claims to the customer. Warranty claims against TT for such defects shall exist, subject to the other conditions and in accordance with these General Terms and Conditions of Delivery, only if the judicial enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful or, for example due to insolvency, is futile. For the duration of the legal dispute, the statute of limitations on the Client's relevant warranty claims against TT shall be suspended.

7.5 The warranty shall be void if the Customer modifies the delivered item or has it modified by a third party without TT's consent, and this renders the rectification of defects impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs incurred in rectifying the defects as a result of the modification.

8 Liability for Damages Due to Fault

8.1 TT's liability for damages, regardless of the legal basis—in particular arising from impossibility of performance, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations, and tort—is limited in accordance with this Section 8, to the extent that such liability depends on fault.

8.2 TT shall not be liable in the event of simple negligence on the part of its officers, legal representatives, employees, or other agents, provided that such negligence does not constitute a breach of material contractual obligations.

Essential to the contract are the obligation to deliver the subject matter of delivery on time, its freedom from legal defects, and material defects that impair its functionality or fitness for use to more than a negligible extent, as well as duties of advice, protection, and care intended to enable the Client to use the delivered item in accordance with the contract or to protect the life or physical well-being of the Client's personnel or to protect the Client's property from significant damage.

8.3 To the extent that TT is liable for damages on the merits pursuant to Section 8.2, such liability is limited to damages that TT foresaw at the time the contract was concluded as a possible consequence of a breach of contract or that it should have foreseen had it exercised the care customary in the trade. Indirect and consequential

damages resulting from defects in the delivered goods are, furthermore, compensable only to the extent that such damages are typically to be expected when the delivered goods are used for their intended purpose. The foregoing provisions of this paragraph 3 shall not apply in the event of intentional or grossly negligent conduct on the part of members of TT's governing bodies or its executive officers.

8.4 The foregoing exclusions and limitations of liability shall apply to the same extent in favor of TT's governing bodies, legal representatives, employees, and other vicarious agents.

8.5 To the extent that TT provides technical information or acts in an advisory capacity, and such information or advice is not part of the contractually agreed scope of services owed by TT, this is provided free of charge and without any liability.

8.6 The limitations set forth in this Section 8 do not apply to TT's liability for intentional conduct, for guaranteed characteristics, for injury to life, limb, or health, or under the Product Liability Act.

9. Export Control and Reservation

9.1 In the case of international shipments and simultaneous pickup by the customer, the customer is obligated to immediately return the signed confirmation of arrival/export certificate.

9.2 When transferring goods delivered by TT or work/services provided by TT (including technical support of any kind) to third parties in Germany or abroad, the contracting party must comply with the applicable provisions of national and international export control law. If required for export control reviews, the contracting party shall, upon request, immediately provide TT with all information regarding the recipient, end-use, and intended purpose of the goods delivered by TT or the works and services provided by TT, as well as any related export control restrictions.

9.3 TT's performance of the contract is subject to the condition that no obstacles to performance arise from national or international foreign trade regulations, nor from any embargoes and/or other sanctions. In the event of an export restriction, embargo, or sanction, delivery will only take place if the necessary authorization or confirmation from the competent authority is available or can be utilized. Otherwise, no delivery can be made. In this case, TT is released from all claims by the customer. Existing contracts and services will be rescinded.

10 Ownership of Know-How and Documents / Trade Secrets

10.1 TT reserves all ownership rights and copyrights to all documents provided to the Client in connection with the placement or fulfillment of the order, such as cost estimates, calculations, drawings, illustrations, computations, brochures, catalogs, samples, etc., as well as to all verbal information. These must be treated as strictly confidential in the sense of trade secrets. Reverse engineering is expressly prohibited. TT reserves all rights (copyright, IP, etc.) regarding the exploitation of any services provided, particularly in the case of development work. Any form of compensation covers the manufacture of products or the conduct of tests, but does not include the actual development and the underlying know-how, particularly in the case of contract manufacturing.

10.2 The documents, information, etc., mentioned above may not be made available to third parties—either in their original form or in terms of their content—nor may they be used or reproduced by the Client or by third parties without

the express written consent of TT. If the contract is not concluded, the documents must be returned to TT or destroyed at TT's request. The same applies if the documents and information are no longer needed in the ordinary course of business.

11. Comprehensive Retention of Title

11.1 The retention of title agreed upon below serves to secure all current and future claims of TT against the Client arising from the contractual relationship between the contracting parties (including balance claims arising from a checking account relationship limited to this contractual relationship).

11.2 The goods delivered by TT to the Customer remain the property of TT until all secured claims have been paid in full. The goods, as well as any goods that replace them in accordance with the following provisions and are subject to the retention of title, are hereinafter referred to as "goods subject to retention of title."

11.3 TT shall hold the goods subject to retention of title in safekeeping for the Customer free of charge.

11.4 TT is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the event triggering realization (Section 9) occurs. Pledging and transfers of ownership by way of security are prohibited.

11.5 If the goods subject to retention of title are processed by the Customer, it is agreed that the processing shall be carried out in the name and on behalf of TT as the manufacturer, and that TT shall immediately acquire ownership or—if the processing involves materials from multiple owners or if the value of the processed item exceeds the value of the goods subject to retention of title—TT shall acquire co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. In the event that TT does not acquire such ownership, the Client hereby assigns its future ownership or—in the aforementioned ratio—co-ownership of the newly created item to TT as security. If the goods subject to retention of title are combined with other items to form a single item or are inseparably mixed, and if one of the items is to be regarded as the principal item such that TT or the client acquires sole ownership, the party owning the principal item shall transfer to the other party a proportionate share of co-ownership in the single item in the ratio specified in sentence 1.

11.6 In the event of the resale of the goods subject to retention of title, the Customer hereby assigns to TT, by way of security, the resulting claim against the purchaser—in the case of TT's co-ownership of the goods subject to retention of title, on a pro rata basis corresponding to TT's share of co-ownership. The same applies to other claims that take the place of the goods subject to retention of title or otherwise arise in connection with such goods, such as insurance claims or claims arising from tort in the event of loss or destruction. TT revocably authorizes the Customer to collect the claims assigned to TT in its own name. TT may revoke this authorization to collect only in the event of realization.

11.7 If third parties seize the goods subject to retention of title—in particular through attachment—the Client shall immediately notify them of TT's ownership and inform TT thereof to enable TT to enforce its ownership rights. If the third party is unable to reimburse TT for the judicial or extrajudicial costs incurred in this connection, the Client shall be liable to TT for such costs.

11.8 TT shall release the goods subject to retention of title, as well as any items or claims that replace them, to the extent that their value exceeds the amount of the secured claims by more than 30 percent. TT shall determine which items are to be released.

11.9 If TT withdraws from the contract due to the Customer's breach of contract—in particular, default in payment (event of realization)—it is entitled to demand the return of the goods subject to retention of title.

12. Patented Membrane Products and Methods for Membrane-Assisted Resin Infusion Technology

12.1 If the Customer purchases a membrane product patented by Airbus and TT that is suitable for use in membrane-assisted resin infusion technology, the following provisions shall apply:

12.2 To the extent that the Customer purchases a patented membrane product or system manufactured by TT for a fee, the Customer shall, upon purchase of the product, receive a license to use and apply the patented process to the extent of the purchased material. The purchase and use of membrane products in the patented process in the field of vacuum infusion that were not manufactured by TT constitute an infringement of patent rights.

12.3 With regard to the use of the product in the application of membrane-assisted resin infusion technology, no warranty is provided as to the reliability, quality, economic viability, or usability of the end products manufactured using membrane-assisted resin infusion technology for the intended purpose or any other purpose. All warranty claims are excluded unless they are attributable to the technical data or know-how.

12.4 The Client shall indemnify TT and Airbus against any third-party claims arising from the use of the product in membrane-assisted resin infusion technology under product liability. The same applies to any advertising claims made by the contracting party in this context.

13. Intellectual Property Rights

13.1 Upon delivery of the goods, TT does not guarantee that their use will not infringe any intellectual property rights. The Client is obligated to verify independently in the respective countries whether the use of the goods or the processes infringes the intellectual property rights of third parties.

13.2 The Client shall indemnify TT against any liability arising from the use of the goods that infringes on third-party patents, copyrights, trade secrets, or other industrial property rights. In such a case, the Client is obligated to assume all costs and payment obligations.

14. Place of Performance, Jurisdiction, Validity

14.1 The place of performance for all deliveries/services and payments is Freilassing. The laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of the conflict of laws provisions (CISG).

14.2 To the extent permitted by law, the German courts shall have exclusive jurisdiction, including international jurisdiction, over all disputes arising from the contractual relationship. The exclusive place of jurisdiction is Traunstein.

14.3 Amendments and additions to contracts with TT, including these General Terms and Conditions, must be in writing to be effective. There are no oral side agreements.

14.4 To the extent that the contract or these General Terms and Conditions contain gaps in their provisions, the legally effective provisions that the contracting parties would have agreed upon in accordance with the economic

objectives of the contract and the purpose of these General Terms and Conditions—had they been aware of the gap—shall be deemed agreed upon to fill such gaps.

Effective as of September 4, 2026