

General Terms and Conditions (GTC)

Texacore GmbH

Annaberger Str. 165, 09120 Chemnitz, Germany

As of: 1 December 2025

I. Scope of application

1. These General Terms and Conditions apply to all deliveries, work performance and other services provided by Texacore GmbH (hereinafter referred to as the 'Supplier') to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter referred to as the 'Customer').

2. The Supplier does not conclude contracts with consumers within the meaning of Section 13 of the German Civil Code (BGB). If, in exceptional cases, a contract is nevertheless concluded with a consumer, these General Terms and Conditions shall not apply; in this case, only the statutory provisions shall apply.

3. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that the Supplier has expressly agreed to their validity in writing. A mere reference by the Customer to its own terms and conditions of purchase shall not suffice for this purpose.

4. These GTC shall also apply to all future contracts with the same customer for deliveries and services provided by the supplier, without the need for separate reference to this in each case.

5. Individual contractual agreements between the supplier and the customer (including collateral agreements, supplements and amendments) shall take precedence over these GTC. Subject to proof to the contrary, a written confirmation from the supplier shall be decisive for the content of such agreements.

6. The supplier is entitled to assign its claims arising from the business relationship with the customer in whole or in part to third parties. Any general terms and conditions of the customer that provide for a prohibition of assignment are hereby rejected as a precautionary measure.

II. Offer, documents and conclusion of contract

1. Offers made by the supplier are subject to change and non-binding unless they are expressly designated as binding or contain a period of acceptance.

2. A contract shall only come into effect upon written or text-based order confirmation by the supplier or – in the absence of order confirmation – upon execution of the delivery or service.

3. The supplier reserves all property rights, copyrights and other intellectual property rights to illustrations, drawings, calculations, technical data sheets, material and test reports, samples, prototypes and other documents. They may not be made accessible to third parties without the prior consent of the supplier or used outside the contractual purpose and must be returned or deleted immediately upon request.

4. Information in brochures, catalogues, technical data sheets or other general information documents (e.g. on

dimensions, weights, load-bearing capacity, ballistic resistance classes) does not constitute a guarantee or assurance of quality, but serves only as a general product description. Binding agreements on quality require an express agreement in writing.

5. Public statements made by the supplier or third parties (e.g. in advertising or presentations) shall only be relevant to the contract if they are expressly agreed as characteristics in the individual contract.

6. The contract concluded in text form, including these General Terms and Conditions, is solely authoritative for the legal relationship between the supplier and the customer. It fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Verbal commitments made by the supplier prior to the conclusion of the contract are not legally binding; verbal side agreements are replaced by the contract unless they are expressly recorded in text form.

7. Employees and representatives of the supplier who are not authorised representatives or authorised signatories are not entitled to make agreements or commitments that deviate from the agreements made or these General Terms and Conditions, unless they are identified by a corresponding power of attorney in text form.

8. If, after conclusion of the contract, the customer wishes to make changes or additions to the deliveries or services owed by the supplier, these shall be agreed in writing, including any resulting adjustments to remuneration and delivery or service times, provided the supplier agrees.

III. Scope of services

1. The services provided by the supplier under this contract may include, in particular:

a) Manufacture and delivery of bullet-resistant UHMW-PE panels, composite structures and other components,

b) Development, design and engineering services (e.g. design of composite systems, concept and design studies),

c) Conducting and organising ballistic tests and trials as a work service (including the preparation of test reports),

d) Other work services as agreed separately.

2. Assembly, installation and integration services at the customer's premises (e.g. installation in vehicles, buildings or other systems) are only owed if they have been expressly agreed. Otherwise, the supplier shall only be obliged to manufacture and deliver the agreed products or work services in accordance with the contract.

3. The supplier shall be entitled to make design, material or technical changes, provided that
– the agreed functionality and the contractually stipulated use are not impaired and
– the adjustment is reasonable for the customer.

4. If the supplier provides development or engineering services based on the customer's specifications, drawings, specifications or requirements, the customer is responsible for their accuracy and completeness. The

supplier shall only check such specifications for plausibility, but not comprehensively for suitability for the specific intended use, unless expressly agreed otherwise.

5. If the supplier carries out or organises ballistic tests or other tests, these shall be based on a defined test programme (e.g. protection classes, calibre, firing distances, angle of impact). The results refer exclusively to the conditions described in the test programme and cannot be readily transferred to other conditions of use.

6. The supplier shall not be responsible for obtaining any official or other approvals, certifications or authorisations (e.g. military or police authorisations, building authority approvals), unless expressly agreed otherwise. The customer shall be responsible for obtaining such approvals in its country of use, unless otherwise agreed.

7. The supplier is entitled to use affiliated companies or other carefully selected subcontractors to perform its services without this restricting its contractual obligations towards the customer.

IV. Terms of delivery, delivery periods, transfer of risk, acceptance, force majeure

1. Unless expressly agreed otherwise, deliveries shall be made ex works Texacore (EXW in accordance with Incoterms 2020). The place of performance shall be the registered office of the factory or the supplier's designated shipping point.

2. In the event of agreed shipment, the supplier shall select the mode of shipment, forwarding agent/carrier and packaging at its discretion and taking into account the nature of the goods. Unless otherwise agreed, there shall be no entitlement to specific transport routes or means of transport.

3. In the event of agreed shipment, the goods shall only be insured by the supplier against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the customer and at the customer's expense.

4. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover to the forwarding agent, carrier or other person designated to carry out the shipment. This shall also apply to partial deliveries and in cases where the supplier has assumed further services (e.g. shipping costs, transport insurance).

5. If dispatch is delayed for reasons for which the customer is responsible (e.g. failure to cooperate, default of acceptance), the risk shall pass to the customer upon notification of readiness for dispatch. Any additional expenses incurred as a result (e.g. storage costs, insurance) shall be borne by the customer.

6. Stated delivery and service deadlines are non-binding unless they are expressly designated as binding. They shall not commence before all technical and commercial questions have been fully clarified and all obligations of cooperation on the part of the customer have been fulfilled.

7. If the supplier is in default with a delivery or service, the customer must first set the supplier a reasonable grace period. Claims for damages due to default are governed by Section X.

8. Partial deliveries and partial services are permissible, provided that

– they are reasonable for the customer within the scope of the contractual purpose and

– they do not result in significant additional costs for the customer.

9. Work services (in particular development services, ballistic tests, prototypes) shall be deemed to have been accepted

– if the supplier has notified completion,

– the customer has been requested to accept, and

– the customer does not refuse acceptance within 14 days, specifying any significant defects, or puts the service provided into use.

Any agreed acceptance tests and test programmes shall be recorded in a separate protocol.

10. Events of force majeure or other circumstances beyond the supplier's control (e.g. natural disasters, pandemics, war, acts of terrorism, official measures, export or import restrictions, labour disputes, delivery bottlenecks and operational disruptions at upstream suppliers, energy and raw material shortages) shall extend the delivery or service deadlines by the duration of the disruption plus a reasonable start-up period. The supplier shall inform the customer of such events and their expected duration. If the disruption lasts longer than three months, both parties shall be entitled to withdraw from the contract with regard to the part not yet fulfilled.

11. If deliveries or services cannot be provided on a permanent basis due to missing or revoked export, transit or other licences, the supplier is entitled to withdraw from the contract with regard to the deliveries/services concerned. Claims for damages by the customer are excluded in this respect, unless the supplier is responsible for the licence obstacle.

12. If the customer is in default of acceptance or if shipment is delayed for reasons for which the customer is responsible, the supplier shall be entitled to charge a flat-rate storage fee of 0.10% of the net invoice amount per week or part thereof for the storage of the goods from the time of transfer of risk. The customer reserves the right to prove that no damage or less damage has been incurred; the supplier reserves the right to prove that higher damage has been incurred.

V. Prices and terms of payment

1. The prices stated in the order confirmation in EUR apply, plus statutory value added tax, packaging, insurance, customs and export costs and other ancillary costs, unless expressly agreed otherwise.

2. Unless otherwise agreed, deliveries and services shall be provided at the prices valid on the date of the order confirmation. For delivery periods of more than 6 months, the supplier is entitled to adjust prices appropriately if there are significant changes in wage, material, energy or raw material costs. A price increase must be proven to the customer upon request.

3. Payments are due immediately after invoicing without deduction, unless a different payment term has been agreed. Discount deductions require an express agreement.

4. The customer shall be in default without further reminder at the latest 30 days after the due date and receipt of the invoice. Statutory default interest shall apply; we reserve the right to assert further claims for damages caused by default.

5. The supplier shall be entitled to make outstanding deliveries or provide outstanding services only against advance payment or security if there are objective indications that the payment claim is at risk (e.g. significant deterioration in the customer's financial circumstances, default on other claims).

6. The customer shall only be entitled to set-off and retention rights if their counterclaims are undisputed or have been legally established. This shall not apply to counterclaims of the customer due to defects arising from the same contractual relationship.

VI. Retention of title

1. The delivered goods (reserved goods) remain the property of the supplier until all current and future claims of the supplier arising from the business relationship with the customer have been paid in full.

2. The processing and treatment of the reserved goods by the customer shall always be carried out in the name and on behalf of the supplier. In the event of processing, combination or mixing with other items not belonging to the supplier, the supplier shall acquire co-ownership of the new item in proportion to the invoice value of the reserved goods to the other processed items at the time of processing, combination or mixing.

3. The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. The customer hereby assigns to the supplier all claims arising from the resale of the goods subject to retention of title (including ancillary rights and securities) in the amount of the invoice value of the goods subject to retention of title. The supplier accepts the assignment.

4. The customer remains authorised to collect the assigned claims as long as he meets his payment obligations, is not in default of payment and no application for the opening of insolvency proceedings has been filed. The supplier may revoke the authorisation to collect and demand disclosure of the assignment if the customer fails to meet his obligations.

5. Pledging, transfer by way of security or other dispositions of the goods subject to retention of title or the assigned claims that impair the supplier's security interests are not permitted. The customer must inform the supplier immediately of any access by third parties to the goods subject to retention of title or the assigned claims (e.g. seizures).

6. If the customer acts in breach of contract, in particular by defaulting on payment, the supplier shall be entitled, after setting a reasonable deadline, to withdraw from the contract and demand the return of the goods subject to retention of title. The assertion of further claims for damages remains unaffected.

VII. Confidentiality and security interests

1. All non-public technical, commercial and project-related information that becomes known to the customer within the scope of the business relationship (e.g. design details, material compositions, test procedures, specifications, prices, prototypes, test reports, security concepts) must be treated as confidential.

2. The customer may use such information exclusively for the purposes of the respective contract and may only make it available to those employees and vicarious agents who need it to perform the contract and who are themselves bound to secrecy.

3. Disclosure to third parties (including subcontractors, end customers and authorities outside of statutory disclosure obligations) generally requires the prior consent of the supplier in writing. Statutory disclosure obligations (e.g. to authorities) remain unaffected; the customer shall inform the supplier of this in advance, to the extent legally permissible.

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3. Disclosure to third parties (including subcontractors, end customers and authorities outside of statutory disclosure obligations) generally requires the prior written consent of the supplier. Statutory disclosure obligations (e.g. to authorities) remain unaffected; the customer must inform the supplier of this in advance to the extent permitted by law.

4. The customer must take appropriate technical and organisational measures to protect confidential information from unauthorised access, loss or misuse, particularly when dealing with security-related applications (e.g. armoured vehicles, structural protection technology).

5. Public relations and communication with the media or third parties in which the supplier, its products or joint projects are mentioned by name (e.g. reference projects) require the prior consent of the supplier.

6. The obligations under this Section VII shall remain in force for the duration of the respective contractual relationship and for a period of five years after its termination. Statutory confidentiality obligations remain unaffected.

VIII. Property rights and results

1. Pre-existing industrial property rights, copyrights, know-how and other intellectual property rights of the supplier shall remain exclusively with the supplier. This applies in particular to designs, material formulations,

manufacturing processes, testing procedures and documentation.

2. Insofar as new technical or other results arise in the course of the provision of services (e.g. drawings, models, calculation results, test reports, prototypes), all ownership, usage and exploitation rights to these shall in principle be vested in the supplier, unless expressly agreed otherwise.

3. The customer shall receive a simple, non-transferable and non-sublicensable right of use to the products and results covered by the contract to the extent necessary for the use of the deliveries and services for the agreed purpose. Any use beyond this, in particular the development of identical or similar products, is not permitted without a separate written agreement.

4. The customer may not remove or alter any technical protective measures, markings or serial numbers on the products and is obliged to observe any property rights of the supplier and to make these known to its own customers by means of appropriate notices.

5. If the supplier manufactures according to the customer's specifications (e.g. drawings, specifications) and this infringes the property rights of third parties, the customer shall indemnify the supplier against all resulting claims by third parties, insofar as the customer is responsible for this.

6. In accordance with these General Terms and Conditions, the supplier guarantees that the products and services covered by the contract do not infringe any industrial property rights or copyrights of third parties in the European Union, provided they are used in accordance with the contract. The customer shall inform the supplier immediately in writing if third parties assert any infringements of property rights.

7. In the event of an alleged or actual infringement of property rights, the supplier shall be entitled and obliged, at its own discretion, to do the following at its own expense:

– modify or replace the products or services in question in such a way that the infringement of property rights no longer exists, but the agreed functionality is retained, or

– obtain a right of use for the customer by concluding a licence agreement.

If this is not achieved within a reasonable period of time, the customer shall be entitled to terminate the contract with regard to the products/services concerned, to withdraw from the contract or to reduce the remuneration appropriately. Claims for damages shall be governed by Section X.

8. In the event of infringements of property rights based on products or components from other manufacturers which the supplier merely procures and delivers, the supplier shall be entitled to assign its claims against the manufacturer or upstream supplier to the customer. In such cases, claims against the supplier shall only exist if the judicial enforcement of claims against manufacturers or upstream suppliers is unsuccessful or unreasonable.

IX. Duty to inspect and give notice of defects, liability for material defects

1. The customer must inspect the delivered goods immediately after delivery, but no later than within 7 working days, for quantity, identity, externally visible defects and obvious deviations from the agreed specifications. Hidden defects must be reported immediately after discovery.

2. Obvious defects, incorrect and short deliveries, and other defects that would have been apparent during proper inspection must be reported in writing within 7 working days of delivery, and hidden defects must be reported immediately upon discovery, in each case with a detailed description of the complaint. If the customer fails to give notice of defects in good time, the goods shall be deemed to have been approved; warranty claims are excluded in this respect (§ 377 HGB).

3. In the event of a justified and timely complaint, the supplier shall, at its own discretion, either repair the goods or deliver a replacement. If the subsequent performance fails after a reasonable period of time, the customer may reduce the price in accordance with the statutory provisions or – in the case of a defect that is not insignificant – withdraw from the contract and claim damages in accordance with Section X.

4. Claims for material defects shall become time-barred within 12 months of delivery of the goods or acceptance of the work performance. This shall not apply

– if longer periods are prescribed by law (e.g. for buildings and items for buildings),

– in the event of intentional or grossly negligent breach of duty,

– in the event of fraudulent concealment of a defect, and

– in the case of claims arising from injury to life, limb or health.

5. The warranty shall lapse if the customer or a third party makes changes to the goods without the supplier's consent, in particular processing, reworking or repairs, and the defect is based on or aggravated by this.

6. The supplier shall not be liable for components, materials or services provided or specified by the customer (e.g. drawings, specifications, test programmes). The customer shall indemnify the supplier against any third-party claims based on such provisions.

7. Any further obligation to guarantee the suitability of the goods for a specific purpose or the achievement of a specific level of protection (e.g. ballistic protection for a specific vehicle or building configuration) shall only exist if this has been expressly agreed in individual cases.

8. Subsequent performance shall be carried out at the supplier's discretion either at the supplier's premises or at a specialist workshop designated by the supplier. At the supplier's request, the customer shall send the rejected delivery item carriage paid to the location designated by the supplier at its own risk.

9. In the event of a justified complaint, the supplier shall reimburse the costs of the cheapest shipping method to the place of subsequent performance. This shall not apply if the costs increase because the delivery item is located at a place other than the agreed place of performance or the place of intended use.

X. Liability

1. The supplier shall be liable without limitation in accordance with the statutory provisions – in cases of intent and gross negligence, – in cases of injury to life, limb or health, – under the Product Liability Act, and – in cases where a quality guarantee has been expressly agreed.

2. In the event of a slightly negligent breach of essential contractual obligations (cardinal obligations), the supplier's liability shall be limited to the foreseeable damage typical for this type of contract. Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer may rely.

3. In the event of a slightly negligent breach of non-essential contractual obligations, the supplier's liability is excluded.

4. To the extent permitted by law, liability for lost profits, loss of production or use, business interruption, indirect damage and consequential damage (in particular due to delay or defects) is excluded. This does not apply in the cases specified in clause 1.

5. Insofar as the supplier is liable on the merits, such liability shall be limited in total to the net order value of the respective contract, with the exception of cases under clause 1.

6. The above limitations of liability shall also apply in favour of the supplier's organs, legal representatives, employees and vicarious agents.

7. The customer is responsible for integrating the delivered products into its overall or partial systems (e.g. vehicles, buildings, protection systems) and for evaluating the system effects (e.g. overall protection level, collision behaviour, additional loads). The supplier shall not be liable for damage resulting from unsuitable system integration or use outside the agreed conditions of use or those described in the product documentation.

XI. Export, end-use and security regulations

1. The supplier's products may be subject to security, armaments or export control restrictions (e.g. EU Dual-Use Regulation, Foreign Trade Act, embargo regulations of other countries). The customer undertakes to comply with all relevant national and international export, military goods and customs regulations.

2. The customer is responsible for obtaining all necessary approvals for re-export, re-export or other transfer of the products to third parties, as well as for security-related use (e.g. use in military or police contexts).

3. The customer shall not deliver the supplier's products, either directly or indirectly, to countries or persons/organisations that are subject to export bans

or sanctions or that are subject to the relevant security lists (e.g. EU or UN sanctions lists).

4. If the customer violates export or end-use regulations, they shall indemnify the supplier against all damages, costs and official measures resulting therefrom, insofar as they are responsible for the violation.

XII. Applicable law, place of jurisdiction, place of performance

1. The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

2. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Chemnitz, insofar as this is legally permissible. However, the supplier shall also be entitled to sue the customer at the customer's general place of jurisdiction.

3. Unless otherwise agreed, the place of performance for deliveries and payments shall be the supplier's registered office.

XIII. Final provisions / Severability clause

1. Should any provision of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a provision shall be deemed to have been agreed which comes closest to the economic purpose of the invalid provision in a legally permissible manner. The same shall apply in the event of a loophole.

2. Amendments and additions to the contract and these General Terms and Conditions must be made in writing to be effective, unless a stricter form is required by law. This also applies to any amendment to this written form requirement.

3. In the event of contradictions between different language versions of these General Terms and Conditions, the English version shall prevail.