

General Terms and Conditions (GTC)

As of 09/2026

1. Scope of Application

- 1.1. These General Terms and Conditions (hereinafter “GTC”) of Planetino - Industrial Safety & Compliance GmbH (hereinafter the “Service Provider”) shall apply to all services agreed between the Service Provider and the client (the “Client”), including ancillary services and other ancillary obligations rendered in the course of performing the order (collectively, the “Services”).
- 1.2. These GTC shall also apply to all future business relationships with the Client, without the Service Provider being required to refer to them again separately in each individual case.
- 1.3. Conflicting, deviating or supplementary general terms and conditions of the Client shall not apply. The Client's general terms and conditions shall not become part of the contract even if the Service Provider does not expressly object to them, accepts payments without reservation, or renders services without reservation.
- 1.4. Individual agreements reached with the Client in a specific case (including collateral agreements, amendments and modifications) shall take precedence over these GTC. Subject to proof to the contrary, a written contract or the Service Provider's written confirmation shall be decisive as to the content of such agreements.
- 1.5. Unless otherwise agreed in writing, the Service Provider's services are addressed exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).
- 1.6. The contract language is German only. This shall not apply where the parties agree in writing, in an individual case, on a different contract language; in that event, the German version of these GTC shall nevertheless remain authoritative for interpretation, unless otherwise agreed.

2. Quotations, Formation of Contract and Scope of Services

- 2.1. All quotations issued by the Service Provider are subject to change and non-binding, unless expressly designated as binding or containing a specific acceptance period.
- 2.2. A contract shall only be formed upon, and in every case in accordance with, the scope and content of the Service Provider's written order confirmation, if such confirmation is issued; otherwise, the contract shall be formed by the Service Provider's performance of the services requested by the Client. The Service Provider may accept orders within fourteen (14) days of receipt.
- 2.3. The sole and decisive content of the legal relationship between the Service Provider and the Client shall be set out in the written contract, including these GTC. Verbal commitments or collateral agreements shall only be effective if confirmed in writing

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- by the Service Provider. The same applies to subsequent amendments or additions to the contract.
- 2.4. The scope and nature of the services to be rendered by the Service Provider shall be set out in the contractually agreed description of services in the quotation or order confirmation. If no separate description of services exists, the Service Provider's most recent quotation shall be decisive for the services to be rendered.
 - 2.5. The Service Provider shall be entitled to determine, at its own proper discretion, the method of performance, including any examinations or tests carried out, unless otherwise agreed in writing or unless mandatory statutory provisions require a specific procedure.
 - 2.6. Amendments to the description of services, as well as any necessary adjustments to the contract resulting from changes to testing standards or from a significant increase or decrease in effort, shall require the mutual written agreement of the parties. The Service Provider shall be entitled to temporarily suspend performance of the contractual services until agreement is reached on a corresponding adjustment of prices and remuneration, provided the Service Provider has notified the Client thereof in writing in advance. Any resulting delays shall not be at the Service Provider's expense.
 - 2.7. The Service Provider shall be entitled to have the contractual services performed, in whole or in part, by third parties (subcontractors). The Service Provider shall nevertheless remain directly and personally liable to the Client at all times.
 - 2.8. The Service Provider assumes no responsibility for the design, selection of materials, construction, or intended use of the parts, products, processes or installations examined. The examination of the proper condition and functionality of parts, products, processes, installations or organisations not listed in the description of services, as well as their intended installation and use, are likewise not included in the scope of services, unless otherwise agreed in writing. The Service Provider is not obliged to prepare design drawings, parts lists or similar documents; these shall be provided by the Client.

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3. Prices and Payment Terms

- 3.1. Prices stated in the contract or quotation are net prices and are exclusive of value added tax at the statutory rate applicable from time to time.
- 3.2. Additional or special services exceeding the original scope of the order shall be invoiced separately on a time-and-materials basis.
- 3.3. Travel expenses incurred by the Service Provider under this contract shall be invoiced as stated in the quotation or order confirmation. Where the Service Provider incurs travel expenses that have not been contractually agreed, the Client shall reimburse such travel expenses in accordance with the Service Provider's price list, or shall bear the costs as invoiced by the Service Provider.
- 3.4. All invoiced amounts shall be paid in full and on time, without any deduction. Unless otherwise agreed, invoices are due for payment within fourteen (14) days of the invoice date. The date on which payment is received by the Service Provider shall be decisive for the date of payment.
- 3.5. In the event of default in payment, the Service Provider shall charge default interest pursuant to Section 288 (2) BGB (9 percentage points above the applicable base rate) as well as the statutory default lump sum pursuant to Section 288 (5) BGB in the amount of €40. The assertion of further damages for default remains reserved.
- 3.6. The Client may only set off claims against the Service Provider's claims if such counterclaims are undisputed, have been finally and bindingly established by a court, or have been acknowledged by the Service Provider. The Client shall only have rights of retention if its counterclaims arise from the same contractual relationship.
- 3.7. If the Client is in default of payment of an invoice, the Service Provider shall, upon expiry of a reasonable grace period, be entitled to withdraw from the contract or terminate it without notice, to demand the return of work products such as test reports, and to declare declarations of conformity invalid.
- 3.8. In the event of default in payment by the Client, or if circumstances become known that call the Client's creditworthiness into question, the Service Provider shall be entitled to suspend performance of future services until payment is made or to demand advance payments.

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4. Delivery Times and Deadlines

- 4.1. Delivery and performance periods and dates stated in the contract or quotation are non-binding, unless expressly designated as binding in the contract or quotation.
- 4.2. Compliance with dates and deadlines presupposes the timely and complete receipt of all documents and information to be provided by the Client, as well as the timely fulfilment of the Client's duties to cooperate.
- 4.3. The Service Provider shall not be liable for impossibility of delivery or for delivery delays to the extent that these are caused by force majeure or by other events that were unforeseeable at the time the contract was concluded and/or are not attributable to the Service Provider. The Service Provider shall be entitled to postpone performance for a reasonable period, corresponding at least to the duration of the impediment plus, where applicable, any period required to resume performance. Force majeure means any circumstance beyond the will and control of the party obliged to perform, which is unforeseeable, serious, and cannot be averted even by the exercise of the utmost reasonably expected care, and which occurs after the contract has been concluded, such as, for example, natural disasters, war, civil unrest, terrorist attacks, strikes, sanctions, embargoes, pandemics, epidemics, official measures and shortages of materials. Force majeure within this meaning shall in particular also include cyberattacks and other significant disruptions to IT infrastructure, as well as supply chain disruptions not attributable to the Service Provider.
- 4.4. If such events materially impede performance or render it impossible, and the impediment is not merely temporary, the Service Provider shall be entitled to withdraw from the contract. Where impediments are temporary, the delivery or performance periods shall be extended by the duration of the impediment. To the extent that, as a result of the delay, acceptance of the delivery or service is unreasonable for the Client, the Client may withdraw from the contract by immediate written notice to the Service Provider.
- 4.5. For agreed appointments, cancellations or a reduction in the scope of services must be notified to the Service Provider at least three (3) days in advance. Otherwise, up to 100% of the agreed service shall be invoiced. In the case of cancellation of training courses up to seven (7) days before the scheduled date, a processing fee of 25% shall be charged; within six (6) days or less, 50%; and on the day itself, 100%, plus cancellation costs. The Client shall in any event be permitted to prove that the Service Provider incurred no loss, or a materially lower loss, as a result of the cancellation or reduction than the respective lump sum; in that case, only the

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proven, lower amount shall be payable. Conversely, the Service Provider remains free to prove that it incurred a higher actual loss.

5. Client's Duties to Cooperate

- 5.1. The Client shall carry out or provide all necessary acts of cooperation, contributions and/or information, in particular in accordance with the Service Provider's specifications, that enable the Service Provider to perform the contractual services in conformity with the contract. Such contributions shall be provided to the Service Provider free of charge.
- 5.2. The Client shall be responsible for ensuring that its duties to cooperate, and those of its vicarious agents or other third parties attributable to its sphere, are fulfilled in good time or with a reasonable lead time, and free of charge to the Service Provider.
- 5.3. The Client must ensure that, with regard to its duties to cooperate, the applicable statutory provisions, standards, safety regulations and accident prevention regulations are complied with.
- 5.4. The Client shall bear any additional effort and shall separately remunerate any additional service, insofar as such effort or service becomes necessary because services have to be repeated or are delayed as a result of the incorrect, incomplete or late fulfilment of duties to cooperate.

6. Warranty

- 6.1. Defects must be notified in writing and without undue delay. In the case of defects that were not identifiable upon examination, the work product shall be deemed approved if notice was not given without undue delay after discovery. This duty to give notice applies, by analogy, pursuant to Section 377 of the German Commercial Code (HGB) to the extent the Service Provider's services qualify as a contract for the supply of goods to be manufactured or a contract of sale between merchants; in all other respects, notices of defects are governed by the provisions on contracts for work under Sections 634 et seq. BGB.
- 6.2. The Service Provider warrants that its services will be performed in accordance with the agreed specifications. Defects attributable to illegible, incorrect or incomplete source materials, information, or incorrect terminology provided by the Client shall not be at the Service Provider's expense.
- 6.3. If a defect attributable to the Service Provider exists, the Service Provider shall be entitled and obliged to remedy the defect. The Service Provider shall have the right to choose between remedying the defect or providing a replacement.

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- 6.4. The Client shall grant the Service Provider a reasonable period to remedy any defects. If defects are remedied within the period granted, the Client shall have no right to a price reduction. There shall be no right to a price reduction in the case of immaterial defects.
- 6.5. Warranty claims shall not entitle the Client to withhold agreed payments.
- 6.6. The warranty shall lapse if the Client, without the Service Provider's consent, modifies the delivered item or has it modified by a third party, and this renders the remedy of defects impossible or unreasonably difficult.
- 6.7. The Client's claims for defects shall become time-barred within one (1) year from the statutory commencement of the limitation period, provided the Client is not a consumer. This shortening of the limitation period shall not apply to claims based on intent or gross negligence on the part of the Service Provider, to claims for injury to life, body or health, to claims under the Product Liability Act, or to claims arising from a guarantee assumed by the Service Provider or from fraudulent concealment of a defect; in those respects, the statutory limitation periods shall continue to apply.

7. Liability

- 7.1. Except in the case of breach of material contractual obligations, injury to life, body or health, or claims under the Product Liability Act, the Service Provider shall only be liable for intent and gross negligence. Irrespective of the foregoing, the Service Provider shall be liable without limitation for damages arising from fraudulent concealment of a defect and within the scope of any guarantee expressly assumed by it (Sections 444, 639 BGB).
- 7.2. In all other respects, the Service Provider shall only be liable for simple negligence in the event of a breach of a material contractual obligation, the fulfilment of which is essential to the proper performance of the contract in the first place and on the observance of which the Client may regularly rely (a "Cardinal Obligation").
- 7.3. Liability for simple negligence shall, however, be limited to typical and foreseeable damage. Indirect damage and consequential damage shall only be recoverable to the extent such damage is typically to be expected in the case of the intended use of the delivered item. Contractual liability towards third parties not expressly named as beneficiaries in the contract is excluded.
- 7.4. The exclusions and limitations of liability set out above shall not apply to liability under the Product Liability Act, or for culpable injury to life, body or health.
- 7.5. The Service Provider's liability for property damage or personal injury is limited to an amount of three (3) million euros per event of damage. This liability cap shall not

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apply to the extent the Service Provider's liability is mandatorily unlimited pursuant to Section 7.4.

- 7.6. The foregoing exclusions and limitations of liability shall apply to the same extent for the benefit of the Service Provider's corporate bodies, legal representatives, employees and other vicarious agents.
- 7.7. To the extent the Service Provider provides technical information or advice that does not form part of the contractually agreed scope of services owed by it, such information or advice shall be given free of charge and with liability for simple negligence excluded. For intent, gross negligence, damage arising from injury to life, body or health, and claims under the Product Liability Act, the Service Provider shall remain liable without limitation in this respect as well.

8. Protective Rights and Rights of Use

- 8.1. The Client warrants that the contributions provided by it, and any documents, information, data and items made available in the course of its cooperation, are technically and legally sound and free from third-party proprietary rights.
- 8.2. The Service Provider shall be entitled to name the cooperation with the Client as a reference. The Client may object in writing to such use within four (4) weeks of the commencement of the contractual relationship. Irrespective of this time limit, the Client may object in writing at any time, with effect for the future, to any further use as a reference.
- 8.3. The rights in the work products created under the contract (such as reports, test reports, certificates, expert opinions, calculations, data, know-how and inventions) shall vest in the Service Provider.
- 8.4. The Service Provider grants the Client a simple, unlimited, non-transferable, non-sublicensable right of use in the content of the work product, solely for the purposes of reproduction, distribution and making available to the public, unless a deviating arrangement has been agreed in writing in a specific case. The right of use is limited in scope to the contractual purpose.
- 8.5. The grant of rights of use is subject to full payment of the remuneration agreed in favour of the Service Provider.
- 8.6. The Client may only reproduce, distribute and/or make available to the public the work product in its complete form, including for advertising purposes. Any use of the work product beyond this, in particular use in excerpts or its editing or modification, is prohibited.
- 8.7. The Client shall be solely responsible for any distribution, reproduction and making available to the public of the work product, including for advertising purposes.

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- 8.8. The Client is permitted to use the Service Provider's trademarks reproduced on the work product, as part of the work product, within the scope of the permitted use described above, in unmodified form and only on the work product itself. Any use beyond this, such as of the company logo or corporate design, is expressly prohibited and requires a separate written agreement.

9. Confidentiality

- 9.1. The Client and the Service Provider mutually undertake to treat all information concerning the business and operational affairs of the other party as strictly confidential and to use it solely for the purpose of the respective order. This obligation shall continue to apply after termination of the contractual relationship.
- 9.2. The Client undertakes to treat confidential information received from the Service Provider in the same manner as its own confidential information, but in no event with less care than the objectively required standard of care.
- 9.3. "Confidential Information" means all information, documents, data, know-how and project documentation transmitted by one party to the other in connection with the contractual relationship from the commencement of the contract onward.
- 9.4. Excluded from the confidentiality obligation is any Confidential Information that was already generally known at the time of transmission, or subsequently becomes known to the public without any breach of this agreement, or was demonstrably already known to the receiving party at the time the contract was concluded, or is subsequently lawfully disclosed by a third party, or was already in the possession of the receiving party prior to transmission by the disclosing party, or was independently developed by the receiving party without reference to the transmission by the disclosing party, or must be disclosed pursuant to judicial, administrative, accreditation-related and/or statutory provisions or orders.
- 9.5. If no separate non-disclosure or confidentiality agreements have been concluded between the parties, this confidentiality obligation shall exist from the commencement of the contract and shall continue to apply for a period of three (3) years following termination of the contract. For trade secrets within the meaning of Section 2 No. 1 of the German Trade Secrets Act (GeschGehG), the obligations under this Section shall continue to apply for an unlimited period for as long as, and to the extent that, the information meets the requirements of a trade secret; the parties shall each take, within their respective spheres, reasonable confidentiality measures within the meaning of Section 2 No. 1 lit. b) GeschGehG.

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10. Retention of Title

- 10.1. Goods delivered and work products created by the Service Provider for the Client shall remain the property of the Service Provider until full payment of all secured claims has been made.

11. Data Protection

- 11.1. The Service Provider undertakes to comply strictly with all applicable data protection laws and regulations. Further information on data protection (in German) is available at <https://planetino.de/Datenschutz/>. To the extent the Service Provider processes personal data on behalf of the Client within the meaning of Art. 28 of the General Data Protection Regulation (GDPR) in the course of performing the contract, the parties shall, prior to the commencement of the respective processing, enter into a separate written data processing agreement.

12. Termination

- 12.1. Either party may terminate the contract at any time for good cause.
- 12.2. Good cause for termination by the Service Provider may in particular exist if:
- the Client is in default in performing its duties to cooperate, finally refuses to perform them, or such duties to cooperate remain unperformed, for reasons not attributable to the Service Provider, for a cumulative period of more than three (3) months.
 - a material deterioration in the Client's financial circumstances occurs, thereby jeopardising the Service Provider's payment claims, and the Client neither settles its contractual liabilities nor provides adequate security within a reasonable period.
 - the Client's business activities seriously jeopardise the Service Provider's reputation or public image.
 - the Client improperly attempts to influence the Service Provider's measurement or test results, for example by misrepresentation or deception, or to compromise the integrity of the Service Provider.
 - for reasons not attributable to the Service Provider, the Service Provider is temporarily (for a period of at least three (3) months) or permanently unauthorised or unable to render, continue or complete the contractual service, for example in the event of force majeure, loss of accreditation, or the lapse of testing standards.

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12.3. Termination requires written form.

13. Acceptance

- 13.1. In the case of agreed work-contract services, the Client shall be obliged to accept the services without undue delay upon their completion, including self-contained partial services. The Client shall not be entitled to refuse acceptance on account of immaterial defects.
- 13.2. If the Client fails to fulfil its obligation to accept the services, acceptance shall be deemed to have occurred two (2) weeks after completion of the services by the Service Provider, unless the Client justifiably refuses acceptance within that period.

14. Final Provisions

- 14.1. Should one (1) or more provisions of these GTC be or become wholly or partly invalid or unenforceable, this shall not affect or impair the validity or enforceability of the remaining provisions. The invalid provision shall be replaced by a valid provision whose effect comes as close as possible to the economic purpose intended by the parties with the invalid provision. The same shall apply if these GTC contain a gap. This provision is of a purely clarifying nature within the meaning of Section 306 BGB and shall not, in particular, result in the extension or modification of mandatory statutory time limits, for instance in the case of an invalid shortening of the limitation period pursuant to Section 6.7; in such a case, the statutory limitation period shall apply.
- 14.2. The legal and business relationships between the Service Provider and the Client shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
- 14.3. The place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be the registered office of the Service Provider, provided the Client is a merchant, a legal entity under public law, or a special fund under public law. The Service Provider shall, however, be entitled to sue the Client at the Client's general place of jurisdiction or at any other competent court. For Clients domiciled in another member state of the European Union, this jurisdiction agreement shall apply subject to the formal requirements of Art. 25 of Regulation (EU) No. 1215/2012 (Brussels Ia Regulation).