Commercial part
As at 22.05.2026

§ 1 AREA OF VALIDITY

1.1 These terms apply to the whole business relationship between Masa GmbH (hereinafter: "Masa") and their client (hereinafter: "The Client" and together as "Contractual parties") in the version in force on the date the contract is concluded.

1.2 These terms also apply to all future transactions as agreed between the contractual partners, even if Masa is not expressly referred to in these.

1.3 The conditions below relate primarily to the supplies and services for plant or plant parts. The same conditions apply to consumables and spare parts, fitting, service and repairs unless otherwise stated.

1.4 The client's differing, conflicting or supplementary terms will not be a component part of the contract, even if they are known to Masa, unless Masa has agreed that they are valid in writing. This shall also apply unreservedly should Masa provide services if it knows about the client's conflicting and/or differing conditions.

1.5 Please be advised, that Masa GmbH carries out a sanction audit for all its projects according to the current requirements. In case of an abnormality, we reserve the right to withdraw from a possible business relationship.

§ 2 CONCLUDING THE CONTRACT AND TOPIC MATTER OF THE CONTRACT

2.1 A contract comes into force between the contractual parties with the receipt at the client of Masa's order confirmation or pro-forma invoice, by the receipt of the down payment governed by § 3.2.1 in Masa's bank account or by the contract being signed by both contractual parties.

2.2 Masa's written order confirmation or pro-forma invoice is decisive for the type and range of services.

2.3 Any changes to the contractually agreed supplies and services require a written agreement and attract an additional payment. Should the client make such changes to the order, Masa will submit a quotation to the client that contains the required drawings, descriptions and specifications as well as any additional or reduced costs and any possible time shifting.

2.4 The client will owe Masa a reasonable payment for making the change requests as set out in § 2.3 regardless of whether it involves a change to the range of supplies and services.

§ 3 PRICES AND PAYMENT

The following terms of payment shall only apply insofar as no other terms are specified by Masa in the applicable offer.

3.1 The price for the supply and assembly of the components as set out in the specifications in the TECHNICAL PART relates to the whole range of supply and services and includes exclusively all taxes, duties and fees that are to be paid in accordance with the law in force. The costs of packaging and transport are not included in the price unless otherwise stated.

3.2 Plant and plant parts including assembly

3.2.1 Payment must be made to Masa as follows:

30% as down payment

60% on presentation of shipping documents

10% 180 days from the date of the last shipment.

3.2.2 Unless agreed otherwise, the price is to be paid by opening an irrevocable, confirmed, free negotiable Letter of Credit in Masa's favour, advised by one of the German banks below.

3.2.3 The following clauses (standard SWIFT) must be included in the Letter of Credit:

a) Field 31D: Validity (expiry) date: at least 21 calendar days after the last shipping date. If an acceptance certificate is to be submitted under the terms of the Letter of Credit the expiry date must be extended accordingly in order to enable the submission of the acceptance certificate.

b) Field 43P: Partial deliveries: permitted

c) Field 44E: Port of loading: any European port (in the case of sea transport).

d) Field 48: Presentation period: 21 days after the shipping date (for presentation of the shipping documents). The acceptance certificate must be submitted within the Letter of Credit validity period (if an acceptance certificate is to be submitted under the terms of the Letter of Credit).

3.2.4 If payment is not made by Letter of Credit (§ 3.2.2), it must be made to Masa immediately after receipt of the respective invoice but no later than 30 days after receipt of the invoice. Failure to observe these payment terms will incur default charges of 8% above the relevant base rate of the European Central Bank from the 31st day after the receipt of the invoice. No warning will be given. A discount will only be possible when it has been agreed upon in writing for the respective order.

3.3 Spare parts, consumables, repairs and services

Payment to Masa for spare parts, consumables, repairs and service will be made according § 2 of the general terms for the sale of spare parts and consumables and for repairs.

3.4 Bank details

Commerzbank AG Clemensstr. 32 D-56068 Koblenz SWIFT: COBA DE FF 570 IBAN: DE56 5704 0044 0104 7000 00	DZ BANK AG Roonstr. 7 D-56068 Koblenz SWIFT: GENO DE DD 570 IBAN: DE10 5706 0000 0000 5389 43
Landesbank Baden-Württemberg Hansastraße 59 D-44137 Dortmund SWIFT: SOLADEST600 IBAN: DE80 6005 0101 0002 0842 13	Santander Consumer Bank AG Lindenallee 6-8 D-45127 Essen SWIFT: SCFBDE33XXX IBAN: DE81 5003 3300 9100 5422 35

3.5 The client may only withhold payment or set it off against counter claims if its counter claims are established to be undisputed or legally valid.

3.6 The client will bear any costs related to paying the purchase price.

§ 4 DELIVERY TIME, DELAYED DELIVERY, DELIVERY CONDITIONS

4.1 Masa will start providing the services after receipt of the first down payment or in accordance with the payment schedule. A delay will alter the time schedule accordingly. If necessary it will need to be re-negotiated.

4.2 A prerequisite for Masa meeting its contractual obligations regarding supplies and services in accordance with the contract is the client meeting in full the duties and obligations set out in § 6. If this is not the case the delivery time will be extended to a reasonable extent. This will not apply if Masa is responsible for the delay.

4.3 Delivery time and delivery terms:

4.3.1 Delivery date and related terms: **to be discussed**

4.3.2 Delivery terms:

4.3.2.1 Delivery terms for project orders are **FCA supplying factory in Germany (INCOTERMS 2020), unless expressly agreed otherwise in writing elsewhere in the offer/contract.** All costs relating to these delivery terms are specified and included in the price.

4.3.2.2 Delivery terms for the sales of replacement/wearing parts as well as repair orders are **EXW supplying factory in Germany (INCOTERMS 2020)**. Costs for packaging and loading are stated separately.

4.4 Partial deliveries are permissible if

a) the supply of the remaining goods ordered is guaranteed and

b) the client is not caused considerable additional work or additional costs (unless Masa declares that it is prepared to bear these costs).

4.5 The deliveryideh(a)99(s)-6.3339( )-59.5569(()-4.5.eh(a)99(s)-6.333-8.8342(y).55617(y)-6 211.3T -2339( )0.721

extended by a reasonable period in the event of any disruptions or rescheduling of the process, or changes to the scope of the order, for which Masa is not responsible.

4.6 Masa shall not be liable for not being able to supply or for delivery delays if these have been caused by an Act of God or other events that were unforeseeable at the time the contract was concluded, such as fire, explosion, war, general mobilisation, rebellion, revolution, confiscation, acts of sabotage, embargo, requisition, insolvency, adverse weather conditions, which make working unreasonable (e.g. heavy snow, frost or storms), industrial action of any kind, operational malfunctions of any kind, difficulties in obtaining materials or power, transport delays and failure by suppliers to supply or suppliers supplying the wrong items or not supplying them in time, for which Masa is not responsible. Should such events make it significantly more difficult or impossible for Masa to supply the goods or provide the service and the delay is not just temporary, Masa is entitled to withdraw from the contract. For temporary delays the lead time for supply and services will be extended or the dates for supply and services will be moved by the period of the delay plus a reasonable lead time and the time for any necessary reorganisation. If any event as referred to above occurs, making it impossible for a Party to fulfil its obligations under this contract, such Party shall notify the other Party immediately of the occurrence of the event and when the event has ended. If such events last for more than 6 (six) months, each Party shall be entitled to refrain from further fulfilment of its obligations under the contract and in such case neither Party shall be entitled to claim compensation from the other Party for any damage or loss, with the exception of order-related expenses already incurred by Masa until the time of the acknowledged event of force majeure. The proof and measure for this shall be, in particular, all contractually agreed activities or services which have been performed in full or in part, to be proven, e.g., by statements of construction and production hours worked as well as costs of materials, storage, handling, etc. but also the contractual "partial prices" of certain installation components, labour, assembly or service activities.

4.7 Masa is also not responsible for the events listed in § 4.6 should they occur during a delay by Masa that has already started. Masa will inform the client promptly of the start and end of such events in important cases.

4.8 Should the dispatch or acceptance of the delivery item be delayed for reasons for which the client is responsible, it will be charged any costs arising as a result of the delay one month after notification that the goods are ready for dispatch or the acceptance date or notification of readiness for acceptance by Masa (§ 4.5) but at least nought point five percent (0.5%) of the invoice amount for the consignment or, in the event of partial deliveries, the proportionate invoice amount for each month. Further claims by Masa remain unaffected. It is up to the client to prove that Masa has incurred no or significantly lower damages as a result of the delay.

4.9 After another month from the notification that dispatch or acceptance is ready (§ 4.8) Masa is entitled to withdraw from the contract without setting another date and to dispose of the delivery item in another way. Masa may retain any down payment already paid by the client. Masa reserves the right to claim any further expenses from the client. § 4.8 and § 4.9 also apply if Masa has transported the plant or plant parts and the client has refused to accept the supplied plant or plant parts.

4.10 Should Masa be responsible for the delay without there being any reasons for delay in accordance with § 4.12, and the client incurs damages as a result, the client is entitled to claim fixed delay damages should the whole consignment be delayed. The delay damages will be nought point five percent (0.5%) after a delivery delay of 8 weeks for each additional complete week, in full or no more than five percent (5 %) of the value of this part of the total consignment which, as a result of the delay, cannot be used at the right time or not in accordance with the contract. Further claims by the client because of a delay and claims for a delay for a partial delivery are excluded.

4.11 After taking legally exceptional cases and § 4.12 into consideration, should the client set Masa a reasonable time to perform after the due time and Masa does not meet this date, the client is entitled to withdraw from the contract.

4.12 Other obstacles to the fulfilment of the contract (in particular due to bottlenecks concerning supply or deliveries by subcontractors or travel restrictions): Any delays in relation to deadlines or dates set out in the contract, for example due to significant delays/bottlenecks concerning supply or deliveries on the part of Masa's subcontractors, in particular due to the current war events in Ukraine, as well as the sanctions imposed in this regard, shall not give a Contractual Party the right to terminate the contract or to claim damages. In such a case, the fulfilment of the contractual obligations shall be postponed accordingly. In this respect, any deadlines or dates stated in the contract for which we are dependent on subcontractors shall be considered

to be non-binding; of course, we shall endeavour to comply with all deadlines and dates to the extent possible.

§ 5 MASA'S SCOPE OF SUPPLY AND SERVICES

5.1 Masa will provide the plant and plant parts as well as spare parts and consumables for the client at the “named place of delivery”, that means at the place of the handover of the goods to the first carrier unless otherwise agreed in the contract. Delivery terms according to § 4.3.2.

5.2 Plant parts, machines, materials, such as building materials, basic materials, operating materials, raw materials including substances required for commissioning or operation as well as gas, water, power, petrol or oil (including hydraulic oil) which are not expressly part of Masa's delivery schedule and services will not be paid for by Masa. For safety reasons all hydraulic parts will be quoted for and supplied without hydraulic oil.

5.3 Deliveries will be made with the following restrictions:

5.3.1 Sound insulation devices, sound absorption measures, dust filter units and corresponding plant parts for pollution control as well as catwalks, stairs or maintenance platforms will only be part of the delivery schedule if this has been expressly agreed.

5.3.2 The compressed air supply is not included in the delivery schedule. The client will ensure that there is a sufficient compressed air supply both in terms of quality and quantity.

5.3.3 Consumables and also spare parts are only included in the delivery schedule if this has been expressly agreed in writing.

5.3.4 Parts of the offer that are not shown with a price are only part of the delivery if they are expressly marked as such (e.g., "included in the scope of delivery"). This also applies if these parts are not marked as e.g., "by the customer" or "customer-supplied".

5.4 Plant parts which are not included in the delivery schedule but which are integrated into the equipment at the client's request, must meet German technical standards in order to guarantee that the plant subsequently works perfectly. These integrated parts that are not supplied by Masa are not covered by Masa's guarantee.

5.5 Masa assumes that the project plans and foundation plans submitted to the client have been implemented fully and correctly by the client. Masa is not obliged to check this but will rely on the client's confirmation that this has been done properly.

5.6 Masa will only train and instruct the client's operating and maintenance personnel in how the plant works in accordance with the separate service description. The client will have to pay Masa separately for any training or instruction going beyond this.

§ 6 CLIENT'S DUTIES AND OBLIGATIONS

6.1 The client will perform its contractually agreed duties and obligations in good time according to the schedule, in particular it will set up the foundations and the site and the required connections at its own expense. This includes in particular fully finished, hardened foundations and completed installation work that would hinder or delay Masa's fitters' work in any way, e.g. work on the building. The client must discuss the technical prerequisites for Masa to perform the supply and service obligations early in the proceedings so that the destination point can be prepared accordingly. The basis for these duties and obligations are the project or foundation plans and the tables of services provided by Masa which must be approved by the client within two (2) weeks. Unless expressly contradicted these will be deemed to be approved after two (2) weeks.

6.2 The client will obtain all the approvals necessary for the transportation (including export), the erecting, the commissioning and the operation of the plant or plant parts in good time and will prove this to Masa on request and will provide the required number of them. The client will guarantee that all the required approvals are available.

6.3 Catwalks, stairs or maintenance platforms must be installed in accordance with the relevant legal regulations. Personal protective equipment, such as fall protection equipment must be provided by the client.

6.4 For plant parts that are not included in the actual delivery schedule but which are integrated into the plant at the client's request, the client will ensure at its own expense and under its own responsibility that these plant parts comply with the relevant safety regulations, that they can be integrated into Masa's safety concept and an appropriate reliable exchange of signals can be made between these plant parts and Masa's plant parts.

6.5 The measures required to meet additional, special or deviating foreign standards and laws, e.g. technical regulations or safety regulations, must be specified by the client and Masa will be paid separately for them.

6.6 The client bears the risk of the supply and service provided under the terms of the contract not complying with the legal standards applying in the destination, particularly customs and import provisions and the standards for construction, pollution control, environmental protection and plant safety laws unless compliance with these legal standards is definitely assigned to Masa. It will release Masa from any consequences of an infringement of such legal standards. This exemption will also include in particular the costs of legal action.

§ 7 TRANSFER OF RISK

7.1 Risk is transferred on the date set out in the international regulations for the interpretation of trading clauses (INCOTERMS) in the version applying on the date the contract is concluded. The aforementioned terms apply unrestrictedly even if partial deliveries take place for which the client is obliged to perform an acceptance process in accordance with § 4.4 of these business terms, without requiring separate express permission for this or the seller has assumed other costs, e.g. dispatch costs or transportation.

7.2 Should the dispatch or the collection be delayed or not occur as a result of circumstances for which Masa is not responsible, the risk is transferred to the client on the day of the notification of the dispatch or acceptance readiness.

7.3 At the client's request Masa will insure the respective consignment against theft, breakage, transport, fire and water damage and any other insurable risks. The client will bear any associated costs.

§ 8 ASSEMBLY AND OTHER SERVICE

8.1 If assembly has been agreed in the contract this will be done, along with the acceptance of the plant/ plant parts, in accordance with the "Assembly terms" in the version applicable at the time the contract is concluded. This applies also to training and instructing the client's employees and to the use of fitters for repairs and other service jobs.

8.2 With assembly or other service jobs Masa is under no obligation to provide general supervision for safety issues.

§ 9 RESERVATION OF PROPRIETARY RIGHTS

9.1 Masa reserves the right to ownership and copyright for patterns, cost estimates, drawings etc., tangible and intangible information even in electronic form.

9.2 All goods remain Masa's property (reserved goods) until all claims from the business relationship with the client have been met for whatever legal reason, including claims that will arise in future and conditional claims also arising from contracts concluded at the same time or at a later date. This also applies if payments are made for especially designated requirements. Masa is only entitled to take back or seize the reserved goods after withdrawal from the contract. A right to withdraw applies particularly if an application to open insolvency proceedings against the client's assets has been made.

9.3 The reserved goods are machined and processed for Masa as the manufacturer without obligating Masa. The machined or processed goods are deemed to be reserved goods in the sense of these conditions. If the reserved goods are processed or amalgamated inseparably with items not belonging to Masa, Masa will obtain co-ownership in the new item in proportion to the value of the invoice for the reserved goods to the invoice value of the other goods used at the time of processing or amalgamation. If Masa's reserved goods are attached or amalgamated inseparably with other movable items in order to form a single item and if this item is considered to be the main item, the client will transfer proportional co-ownership to Masa if the main item belongs to it.

9.4 The client may not pledge the reserved goods or make them over as security without Masa's prior written consent. The client must inform Masa immediately in writing in the event of seizures or other third party interventions. The client is entitled to dispose of the reserved goods in the normal course of business. The client is free to dispose of the reserved goods either by installing them in property or in facilities attached to buildings or to use them to meet other contracts. The client will cede to Masa any claims against the client or third parties for the invoice value of the reserved goods that arise from the reselling of the reserved goods. Should the reserved goods be disposed of by the client together with other items not supplied by Masa, the cession of the claim from the resale will only be for the amount stated by Masa in the invoice for the reserved

goods disposed of in this case. If goods in which Masa has a co-ownership share pursuant to § 9.3 above are resold, the cession of the claim will be for the amount of this co-ownership share. The ceded claims will be used to the same extent as the reserved goods for security.

9.5 The client is entitled to collect amounts from the resale until this is revoked by Masa, which is permissible at any time. Under no circumstances is the client entitled to cede these claims in

They exist only if
a) the client informs Masa immediately of any industrial property rights or copyright infringements asserted,
b) the client supports Masa to a reasonable extent in the defence of the claims asserted or allows Masa to carry out the modifications as set out in § 10.7,
c) Masa reserves the right to use any means of defence, including out of court settlements,
d) the defect of title is not based on a client's instruction and
e) the infringement of rights has not been caused by the client modifying the delivery item independently or using it in a manner that is not in compliance with the contract.

Material defects or defect of title:

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Claims for damages from the client, data

§ 13 INDUSTRIAL PROPERTY RIGHTS AND CONFIDENTIALITY

13.1 Masa will grant the client the right to use its industrial property rights free of charge if this is necessary for the operation, maintenance and repair of the plant. The same applies to the industrial property rights of any of Masa's subcontractors or suppliers.

13.2 The client must use documents and information provided to it by Masa exclusively for the aforementioned purposes. Making copies of these or passing them on, even extracts thereof, is not permitted without Masa's prior consent.

13.3 The client is obliged not to publish the contract and any of the documents that have arisen or arise in connection with the performance of the contract and any knowledge and information about Masa gained when the order was placed and while it is being fulfilled, not to disclose them to third parties and not to use them for its own business purposes. The obligation to confidentiality remains even after the performance or termination of the contract.

13.4 The client shall ensure that the obligations to confidentiality are also observed by its staff, agents of various liability and subcontractors. These obligations to confidentiality do not apply if the client can provide proof that the documents and information

a) are or were generally known without the client being responsible for this;
b) were already known to it before Masa disclosed them to it;
c) were disclosed to it by a third party without this third party having breached Masa's confidentiality obligation as a result.

13.5 **Sanctions and „No-Russia-/No-Belarus-Clause"**

13.5.1 The Parties are mutually obliged to comply with all export control, embargo and sanctions laws and regulations that are applicable under German and EU law as well US and other national law to the extent that German or European legal provisions do not conflict therewith ("Applicable Foreign Trade Law").

13.5.2 In the event that German or EU sanctions restrictions apply to the sale, supply, transfer and/or export of the contractually owed goods or services, an authorization by the Federal Office for Economic Affairs and Export Control (Bundesamt für Wirtschaft und Ausfuhrkontrolle – BAFA) is condition precedent for the legally binding conclusion of this contract.

13.5.3 The Parties shall mutually assist each other ("duty to cooperate") in particular by providing all necessary information and documents in due time in order to examine and comply with any legal restrictions under the Applicable Foreign Trade Law (e.g., with regard to obtaining authorizations/information from authorities, fulfilling notification duties or providing delivery statements).

13.5.4 In case of doubt as to the relevance of Applicable Foreign Trade Law, Masa may apply for a legally conclusive statement from the competent authority (e.g., "blank notice"). Masa may postpone the delivery date until the legally conclusive statement has been provided or, if an authorization is required, until the authorization has been granted.

13.5.5 Masa is entitled but not obliged to take legal or out-of-court action against decisions by the competent authorities or take legal action in case of unduly lengthy duration of administrative proceedings.

13.5.6 Masa shall not be liable for delays caused by proceedings for the receipt of legally conclusive statements or authorizations by authorities or delays that occur in connection with official measures. Any claims of the client against Masa in the event of culpable breaches of duty shall remain unaffected.

13.5.7 If the contract cannot be fulfilled due to restrictions under the Applicable Foreign Trade Law, in particular, due to non-issuance of the necessary authorizations by the competent authorities, either Party may withdraw from the contract in whole or in part by written declaration to the other Party with immediate effect. In the event of termination, no party is entitled to demand compensation for any losses from the other party, except for Order-Related Expenses (according § 13.5.16) already incurred by Masa before the day of termination.

13.5.8 The client confirms, represents, and 21099(s)-6..721099(f)0.721099(6134(i)5(a)1.45)1.4422(s)-6.3339(a)-10.6.

provide, upon request, information and documentation on the client's shareholders, beneficial owners and board of directors for a sanctions list screening.

13.5.9 The client must not resale, supply, transfer or otherwise make available directly or indirectly any goods or services obtained from Masa to or for the benefit of any PEB (e.g., in Russia/Belarus or for use in Russia/Belarus) that is subject to sanctions under Applicable Foreign Trade Law or directly or indirectly majority-owned, held or controlled by a PEB that is subject to sanctions under Applicable Foreign Trade Law.

13.5.10 If the goods obtained from Masa are listed in lists of goods whose sale, supply, transfer or export to a certain country or region is prohibited or subject to authorization under Applicable Foreign Trade Law ("Embargoed Country or Region"), the client must not directly or indirectly (re-)sell, (re-)export or otherwise supply or transfer the goods obtained from Masa to a PEB in the Embargoed Country or Region or for use in the Embargoed Country or Region.

13.5.11 If the goods or services obtained from Masa are (re-)sold, (re-)exported or otherwise supplied or transferred to third parties, the client shall oblige these third parties to comply with §§ 13.5.9 and 13.5.10 and to oblige the third party to pass on this obligation to its customers.

13.5.12 In the event of a violation of §§ 13.5.9, 13.5.10 or 13.5.11 by the client, Masa may terminate the contract with immediate effect by written notice to the client; any damage claims by the client against Masa arising out of or in connection with the termination of this contract pursuant to this Clause shall be excluded. Furthermore, Masa may demand a contractual penalty of 5% of the purchase price from the client, and the client shall indemnify Masa against all costs or other losses (in particular claims of third parties, fines, immaterial damages and "Order-Related Expenses" (according § 13.5.16) already incurred by Masa before the day of termination) resulting from the non-compliance of the client with §§ 13.5.9, 13.5.10 or 13.5.11. The contractual penalty of 5% is not applicable if the client proves that he is not responsible for the violation. The contractual penalty shall be offset against Masa's claims for damages, if paid by the client.

13.5.13 Masa reserves the right to make the delivery of goods dependent on the receipt of a conclusive end-use certificate issued by the end-user.

13.5.14 If Masa has justified doubts as to the client's compliance with §§ 13.5.9, 13.5.10 or 13.5.11, Masa may refuse delivery to the client until these doubts have been resolved to Masa's satisfaction. Any claim by the client against Masa based on delay or non-performance due to the resolution of such doubts are excluded, except in the event of intent and gross negligence on the part of Masa.

13.5.15 Masa is entitled to ex-post verifications of the whereabouts of the goods delivered to the client. To this end, the client shall provide Masa with the

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§ 15 MISCELLANEOUS

15.1 No contractual party may transfer the rights or obligations from this contract in whole or in part without the written consent of the other contractual party. As an exception, forfaiting is possible for Masa.

15.2 Any costs, expenses and fees connected with the conclusion of the contract, its negotiation and its execution, including the costs of legal advice, must be borne by the party by which they were incurred unless otherwise specified in these general business terms.

15.3 Masa GmbH's total liability under the terms of this contract, regardless of the provisions of § 12.2 and for whatever legal reason, is limited to ten percent (10%) of the contractual value.

15.4 Agreement on price adjustments in view of the current material price fluctuations:
In view of the current price dynamics, particularly with regard to the procurement of machinery, metals, semi-finished products, and purchased components, as well as energy and transportation, significant short-term price fluctuations cannot be excluded. Both parties agree on the need for equitable and fair balancing of the resulting risk. Thus, they agree as follows: All prices for machine and system parts comprised in suppliers's quotation have been calculated on the basis of the purchasing prices valid at the date of the quotation. Since the parties are aware that the prices for the scope of the delivery may change significantly due to the geopolitical situation (esp. Middle East conflict), they agree the following price escalation clause:

In case of an increase by more than 5% of the "producer price for commercial product" in the period between the month of closing and the month in which a major part of the delivery was effected, the contractual price shall be adjusted analog to the development of the producer price index for commercial products minus 5%. The "producer price index for commercial products" (Investment goods) can be retrieved from the website of the German Federal Statistical Bureau: https://www.destatis.de/EN/Themes/Economy/Prices/Producer-Price-Index-For-Industrial-Products/Tables/Producer-prices-selection.html#241820
The supplier is entitled to pass on to the customer, in full, any special surcharges imposed by carriers due to war or crises (e.g., War Risk Surcharges, Peak Season Surcharges, or Bunker Adjustment Factors), as well as storage costs due to blocked transport routes for the same reason, that are not directly reflected in the indices.

§ 16 FINAL PROVISIONS

16.1 Any disputes, controversy or claims arising out of or relating to this Agreement, including as to its validity, invalidity, breach or termination, shall be settled by arbitration in accordance with the Swiss International Arbitration Rules of the Swiss Arbitration Centre. The version of the Rules of Arbitration in force at the time of filing the notice of arbitration shall apply. The number of arbitrators is "one", the set of the court of arbitration is Zurich. The language of the arbitration is "German or English". The application of Swiss material law is agreed upon. The application of