

GENERAL CONDITIONS OF SALE AND DELIVERY

(following the recommended conditions of the German Association of Machine and Plant Builders
(VDMA) e.V.)

I. General Information

1. These conditions, together with any separate contractual agreements, form the exclusive basis of all deliveries and services provided by the Supplier. Any terms and conditions of purchase issued by the Purchaser that deviate from or conflict with these provisions shall not become part of the contract, even if the Supplier accepts the order without reservation. These General Terms and Conditions shall also apply to all future business relations between the Supplier and Purchaser, even if they are not expressly agreed upon again. They shall not apply to consumers within the meaning of § 13 BGB.

A contract is concluded - unless there is a special agreement to the contrary - only upon the Supplier's written order confirmation.

Oral agreements made with employees of the Supplier prior to or during the conclusion of the contract shall only be legally binding if confirmed in writing by the Supplier, unless such employees have been expressly granted legal authority to represent the Supplier.

The unenforceability of individual provisions of these General Terms and Conditions shall not affect the enforceability of the remaining provisions.

2. The Supplier retains ownership and all intellectual property rights in and to its offers (including order confirmation), in particular with respect to the illustrations, samples, cost estimates, drawings, calculations and comparable documents and information, whether provided in physical or electronic form. Documents relating to offers shall be treated as strictly confidential by the Purchaser. They constitute trade secrets of the Supplier. The Purchaser may therefore only use such documents and information solely within its organization and may not make their content available to third parties.

Unless expressly agreed otherwise in writing, the Purchaser shall treat as confidential prototypes, experimental and test facilities or tools and other development items which it may receive from the Supplier. Such items may be used exclusively for the purpose agreed with the Supplier. If the Supplier provides the Purchaser with confidential information relating to the quotation documents, prototypes, experimental and test facilities, tools or other development objects, the Supplier reserves all rights in such confidential information. The reservations of rights shall also apply in the event that a patent is granted (§ 12 sec. 1 sentence 4 German Patent Act).

II. Prices and payment

1. Unless expressly agreed otherwise, prices are quoted ex works including loading in the factory but excluding packaging and unloading. Value Added Tax shall be added to the prices at the statutory rate applicable at the time.
2. Unless expressly agreed otherwise, payment shall be made without any deduction to the account of the Supplier as follows:

1/3 payment after receipt of the order confirmation,

1/3 payment, when the Purchaser is informed that the main parts (machinery without

additional components ~~or accessories~~) are ready for dispatch, the remaining amount within one month of the transfer of risk.

3. The right to withhold payments or to offset these against counterclaims is only available to the Purchaser if his counterclaims are undisputed or have been finally adjudicated with the force of law.

III. Delivery time, delivery delay

1. The delivery time shall be determined according to the contractual agreements between the parties. It is a precondition for the Supplier's compliance with this delivery time that all commercial and technical matters between the contractual parties have been clarified and that the Purchaser has duly fulfilled all obligations incumbent upon it, such as providing the required official certificates or approvals and meeting the payment obligations. Should this not be the case, the delivery time shall be extended appropriately. This does not apply where the Supplier is responsible for the delay.
2. Compliance with the delivery term is subject to the condition of correct and timely delivery to the Supplier by its own suppliers. The Supplier will notify the Purchaser of any impending delays as soon as possible.
3. The delivery term shall be deemed observed, by its expiry, if the delivery item has left the Supplier's factory, or readiness for dispatch has been notified. Where acceptance is required, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the date of notification of readiness for acceptance.
4. If the dispatch or acceptance of the delivery item is delayed for reasons attributable to the Purchaser, the costs arising from the delay will be invoiced to the Purchaser, and these costs will commence one month after notification of readiness for dispatch.
5. The Purchaser may withdraw from the contract without any fixed time being set, if it becomes definitively impossible for the Supplier to provide the entire performance prior to the transfer of risk. The Purchaser may also withdraw from the contract, if part of the delivery is unusable for the contractual purpose and the Purchaser has a legitimate interest in refusing the partial delivery. If this is not the case, the Purchaser shall be obliged to pay the contractual price, which is apportioned to the partial delivery. The same shall apply in the event of failure by the Supplier. Section VII.2 shall apply accordingly.

If impossibility or failure becomes apparent due to a default of acceptance, or if the Purchaser is solely or predominantly responsible for such circumstances, the Purchaser shall remain obliged to provide the contractually agreed consideration.

IV. Transfer of risk, Installation and Commissioning

1. The risk transfers to the Purchaser upon the delivery item leaving the Supplier's premises. This shall apply irrespective of whether partial deliveries are made or the Supplier has undertaken additional obligations, such as bearing dispatch costs, delivery to the site, or installation services.
2. In the event that dispatch is delayed or cannot be carried out due to circumstances not attributable to the Supplier, the risk shall pass to the Purchaser on the date the Supplier notifies the Purchaser of readiness for dispatch. Upon request, the Supplier shall procure the necessary insurance coverage at the expense of the Purchaser.

3. Partial deliveries shall be permissible provided that the partial delivery can be usable by the Purchaser within the scope of the agreed purpose, the delivery of the remaining goods is ensured, and the Purchaser does not incur any substantial additional effort or costs, unless the Supplier agrees to bear such costs.
4. The Supplier shall, to the extent agreed between the parties, carry out the installation and commissioning of the delivery item within the agreed time periods.
5. Upon completion of the installation, the delivery item shall be commissioned. The commissioning shall include a safety-related briefing of the Purchaser and its personnel, as well as instructions regarding operation, production and cleaning of the delivery item. The Purchaser shall conduct a safety acceptance test of the delivery item and the parties shall document the acceptance and the briefing provided to the Purchaser.
6. Upon commencement of commercial production using the delivery item, the Purchaser shall assume operator responsibility as well as liability for the products placed on the market.
7. Should the Purchaser raise objections regarding defects in the installation, the Supplier shall be provided the opportunity to remedy such defects. Rectification of individual reported defects shall not be deemed to have failed until two attempts to rectify the defect have failed, unless the nature of the defect is incompatible with such attempts or the Supplier expressly and definitively refuses to remedy the defect. Any self-remedy by the Purchaser is excluded, except where immediate action is required to prevent an imminent and unavoidable harm.

V. Retention of title

1. The Supplier retains ownership rights to the delivery item until all outstanding claims of the Supplier against the Purchaser have been paid in full.
2. The Supplier is entitled to ensure the delivery item at the expense of the Purchaser against theft, breakage, fire and water damage, as well as other risks, unless the Purchaser provides verifiable proof that he has obtained the necessary insurance coverage himself.
3. Prior to the transfer of ownership, the Purchaser is not permitted to either mortgage the delivery item or assign it as security. The Purchaser must inform the Supplier without delay in the event of seizure, sequestration or any other form of disposal of the delivery item by a third party.
4. If there is any conduct by the Purchaser, which is in violation of the contract, in particular default of payment, the Supplier is entitled to recover the delivery item after issuing an overdue notice, and the Purchaser is obliged to surrender the item.
5. The Supplier may reclaim the delivery item on the basis of the retention of title only if he has declared withdrawal from the contract.
6. The filing of an application to initiate insolvency proceedings entitles the Supplier to withdraw from the contract and to demand the immediate return of the delivery item, provided the Supplier has already performed his contractual obligations. In all other respects, Section 321 of the German Civil Code (BGB) shall apply.
7. The Purchaser is entitled to resell the delivery item in the proper course of business. In order to secure the Supplier's outstanding claims, the Purchaser hereby assigns to the Supplier all claims arising from the resale of the delivery item against the buyer of the item or any third parties. The Purchaser is empowered to collect such claims, even after their assignment to the Supplier, as long as the Purchaser complies with the contract and no insolvency proceedings are

imminent (or reasonably foreseeable). The authority of the Supplier to collect these claims himself remains unaffected. However, the Supplier undertakes not to collect these claims, as long as the Purchaser duly fulfils his payment obligations and no insolvency proceedings are imminent (or reasonably foreseeable). Otherwise, the Supplier may require, after a reasonable period of time, the Purchaser to disclose all assigned claims and the corresponding debtors, provide all information necessary for collection of the claims, hand over the relevant documents, and notify the debtors of the assignment of the claims. If the realisable value of all existing securities held by the Supplier exceeds the secured claims by more than 10% in total the Supplier shall, upon the Purchaser's request, release securities in accordance with the Purchaser's choice.

VI. Claims for deficiencies

The Supplier provides a warranty for material and legal deficiencies in the delivery, to the exclusion of other claims - subject to Section VII - as follows:

Material deficiencies

1. All parts which prove to be deficient as a result of a condition prior to the transfer of risk, shall, at the Supplier's discretion, be rectified or replaced free of charge. Such deficiencies must be notified in writing to the Supplier without undue delay after discovery. Replaced parts shall become the property of the Supplier.
2. Where the parties have agreed on a specific quality of the purchased item, any objective requirements for the purchased item shall not apply.
3. In order to comply with the agreed contractual conditions and to carry out the necessary measures for rectification of the defects, the Purchaser shall be obliged to cooperate with the Supplier to the extent necessary. This applies in particular where the delivery item is installed at the Purchaser's premises for its intended use. The Purchaser undertakes to provide all necessary assistance, in particular to grant sufficient time and opportunity for rectification. The Supplier is entitled to make the owed rectification conditional upon the Purchaser's payment of the due contract price. Only in urgent cases, where operational safety is endangered or disproportionately great damage must be prevented, may the Purchaser, after notifying the Supplier, rectify the deficiency himself or have it rectified by third parties and demand reimbursement of the necessary expenses from the Supplier.
4. The Supplier shall bear the immediate costs, which arise from the rectification or replacement delivery, as well as the costs of the replacement parts including dispatch, provided that the complaint is established as justified. The Supplier shall further bear the costs of dismantling and reinstallation, as well as any expenses for the provision of necessary facilities, together with the costs of technicians and ancillary personnel, including travel expenses, insofar as such costs do not impose a disproportionate burden on the Supplier.
5. The Purchaser shall be entitled, within the framework of applicable statutory provisions, to withdraw from the contract if the Supplier - subject to statutory exceptions – fails to remedy or replace a material defect within a reasonable period of time granted for such rectification or replacement. In the case of only an insignificant defect, the Purchaser shall instead be entitled to a reduction of the contract price. Any further right to a reduction of the contract price is excluded. Additional claims shall be governed by with Section VII.2 of these conditions.
6. The warranty shall be governed in accordance with the provisions of this section, but shall not extend to deficiencies resulting from any of the following causes:

Unsuitable or improper use, faulty installation or operation by the Purchaser or third parties, natural wear and tear, negligent or improper handling, improper servicing, unsuitable working equipment, defective construction work, unsuitable foundations for installation, or chemical, electrochemical and electrical influences, unless such causes are attributable to the Supplier.

7. Where the Purchaser or a third party undertakes improper repairs, the Supplier shall not be liable for any resulting consequences.

The same exclusion of liability shall apply to modifications of the delivery item carried out without the prior written consent of the Supplier.

8. In the event that the Purchaser requests rectification of a defect and the Supplier undertakes an inspection of the delivery item, the following shall apply: If a defect attributable to the Supplier is established, the Supplier shall remedy such defect at no cost to the Purchaser. However, if the Purchaser's request for defect rectification proves to be unfounded – for example, because the alleged defects do not exist or are due to reasons not attributable to the Supplier – the Purchaser shall reimburse the Supplier for the costs incurred in connection with the inspection, including necessary travel expenses.

Legal deficiencies

9. In the event that the delivery item infringes German industrial property rights or German copyright, the Supplier shall, at his own expense, either procure for the Purchaser the right to continue using the delivery item or modify the delivery item in a manner acceptable to the Purchaser so that the infringement of rights ceases.

If such measures cannot be achieved under economically reasonable conditions or within an acceptable period of time, the Purchaser shall be entitled to withdraw from the contract. The Supplier shall, under the same conditions, likewise be entitled to withdraw from the contract.

Furthermore, the Supplier shall indemnify and hold harmless the Purchaser from any uncontested or legally established claims asserted by the holders of the relevant intellectual property rights.

10. The obligations of the Supplier set forth in Section VI.9 shall, subject to Section VII.2, be final in the event of an infringement of industrial property rights or copyright.

Such obligations shall arise only if

- a. the Purchaser notifies the Supplier without undue delay of the alleged infringements of industrial property rights or copyright,
- b. the Purchaser provides reasonable support to the Supplier in the defending against the asserted claims or enables the Supplier to carry out the modification measures in accordance with Section VI.8,
- c. all defensive measures, including extra-judicial settlements, remain reserved for the Supplier,
- d. the legal defect is not based on an instruction from the Purchaser and

- e. the infringement had not been caused by the Purchaser's unauthorized modification of the delivery item or by its use in a manner not in conformity with the contract.

VII. Liability

1. If the delivery item cannot be used by the Purchaser in accordance with the contract due to the culpability of the Supplier and as a consequence of the inadequate or faulty execution of appropriate suggestions or joint discussions, before or after the conclusion of the contract, or due to the infringement of other secondary contractual obligations, in particular the instructions for operating and maintenance of the delivery item, then the provisions of Sections VI and VII.2 shall apply accordingly, to the exclusion of any further claims.
2. In the case of damage not occurring to the delivery item itself, the Supplier shall be liable - regardless of the legal basis – only in the following circumstances:
 - a. in case of wilful misconduct,
 - b. in case of gross negligence by the Supplier's executive bodies or executive employees,
 - c. in case of culpable injury to life, body, or health,
 - d. in case of defects fraudulently concealed or where the absence of such defects had been guaranteed,
 - e. in the case of defects in the delivery item, insofar as liability is established under product liability law for personal injury or property damage to items used for private purposes.

In the event of a culpable breach of essential contractual obligations, the Supplier shall also be liable for gross negligence by non-supervisory employees and for ordinary negligence, the latter being limited to damages that are typical for the contract and reasonably foreseeable. Material contractual obligations are those obligations whose fulfilment is indispensable for the proper performance of the contract and upon which the contractual partner regularly relies and is entitled rely.

Further liability claims, in particular claims for damages arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation for material damage are excluded. The foregoing exclusions and limitations of liability shall also apply for the benefit of the Supplier's employees, representatives and other vicarious agents.

VIII. Statute of limitations

All claims of the Purchaser - irrespective of their legal basis – shall expire by a period of 12 months. The statutory limitation periods shall, however, apply in the case of compensation claims under Section VII.2.a.-e, as well as in all cases of gross negligence. Statutory limitation periods shall likewise apply to defects in a building structure or to delivery items which, in accordance with their customary manner of use, have been incorporated into a building structure and have caused defects in such structure.

IX. Software use

Where software is included within the scope of delivery, a non-exclusive and non-transferable right shall be granted to the Purchaser to use the supplied software and its documentation. Such rights are granted to the Purchaser solely for use on the delivery item for which the

software is intended. Use of the software on more than one system is prohibited.

The Purchaser is not entitled, except for archiving purposes, to make copies of the software, to modify or decompile the software, or to engage in any form of reverse engineering. Upon request, the Supplier shall provide the information necessary to ensure interoperability. The Purchaser undertakes not to remove manufacturer information - in particular copyright notices - or to change it without the prior express consent of the Supplier.

All other rights to the software and documentation, including copies thereof, shall remain vested in the Supplier or software provider.

X. Data Act

1. The Purchaser grants the Supplier a non-exclusive right to use the machine data at Supplier's sole discretion, in particular for the purposes set out below and without any territorial, temporal or substantive restrictions. The Supplier is therefore entitled to use the machine data in particular as follows:
 - a. The machine data shall be used to perform its obligations towards the Purchaser, to provide support and warranty services, and to ensure the functionality, security, and quality of the machine.
 - b. Furthermore, the machine data shall be used for the improvement and development of new products and services (including AI-based solutions) as well as for the aggregation and disclosure of data for lawful commercial purposes.

For these purposes, the Supplier may disclose the machine data to third parties, whether or not free of charge, or may commission third parties to process the machine data on its behalf. The Supplier's obligation to maintain confidentiality shall remain unaffected.

2. Restrictions on Use by the Purchaser

The Purchaser undertakes to refrain from the following:

- a. using the data to develop a product that competes with the machine or disclosing the data to third parties for such purpose;
- b. using the data to obtain insights into the economic situation, assets, or production methods of the Supplier or, where applicable, of Supplier's partners.

XI. Machine data

All data (machine data) on the delivery items shall be the exclusive property of the Supplier in its capacity role as manufacturer. The Supplier shall be entitled to use, transfer, process or modify the machine data without restriction. Machine data are raw data without any conclusion to a natural person. Accordingly, it is neither the intention nor the purpose of the Supplier to collect personal data of the Purchaser and personnel operating the delivery item.

XII. Open Source Software

The delivered software may contain open-source components, in whole or in part. Such components are subject to the applicable license terms governing the respective open-source components. The relevant license terms may be requested at the following email address: opensource@multivac.de and shall form an integral part of the grant of rights of use. The Purchaser undertakes to comply these license terms when using the open-source components.

XIII. Data protection

The Supplier and the Purchaser each undertake to comply with all applicable data protection regulations when processing personal data, and to implement the necessary technical and organisational measures to ensure data security.

XIV. Confidentiality

1. Notwithstanding the overriding provisions of any separately concluded confidentiality agreement, if any, the following shall apply: The Purchaser shall be obliged to treat as confidential all trade secrets of the Supplier which it becomes aware of during the initiation, conclusion, or performance of the contract and shall not to disclose such information to third parties. The Supplier shall identify trade secrets by marking the respective information as "Confidential" (or similar designations). Even in the absence of such marking, the Purchaser shall maintain confidentiality where the circumstances indicate that the respective information constitutes a trade secret of the Supplier. Trade secrets of the Supplier shall include, in particular, the offer and any related documents, as well as prototypes (and comparable items, cf. Section I. 2); contractual systems or machines intended for series production at the Purchaser's premises, together with the associated documentation, shall be deemed trade secrets of the Supplier until delivery at Purchaser's site. Notwithstanding the foregoing, the provisions of Section IX shall apply to any (co-) supplied software together with its documentation.
2. Confidential information, as defined by this clause, does not include information which:
 - a. was generally known to the Purchaser at the time of disclosure or subsequently becomes generally known without any breach of the Purchaser;
 - b. was already known to the Purchaser at the time of disclosure or was independently developed by the Purchaser without use of confidential information;
 - c. was disclosed with the prior written consent of the Supplier, or
 - d. was lawfully made available to the Purchaser by third parties without any breach of law.
3. The Purchaser shall not be deemed in breach of any confidentiality obligations where it discloses a trade secret of the Supplier to the extent required by order of court, governmental authority, or by statutory provision, provided that the Purchaser takes all reasonable steps to prevent or limit the disclosure to the greatest extent possible. To the extent legally permissible, the Purchaser shall be obliged to notify the Supplier immediately of such disclosure.
4. Furthermore, the use or disclosure of trade secrets within § 5 GeschGehG (German Trade Secrets Act) shall not constitute a breach of the obligation to maintain confidentiality.

5. In the event that the Purchaser breaches its obligation to maintain confidentiality, it shall owe a contractual penalty, the amount of which shall be determined by the Supplier at its reasonable discretion. The appropriateness of such penalty shall be subject to review by the competent court in the event of a dispute, unless the Purchaser is not responsible for the breach.

XV. Force Majeure, Embargo Regulations

1. In the event of Force Majeure, the affected contractual party shall not be held liable for any delay or impossibility of performance resulting therefrom. The agreed delivery period shall be extended accordingly. Events constituting Force Majeure shall include, but are not limited to: (i) war (whether declared or undeclared), hostilities, military uprising, insurrection, act of public enemy, extensive military mobilization, riot; (ii) civil war, rebellion and revolution, military or usurped power, coup, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) regulations and/or orders of whatsoever nature of any governmental authority, or compliance with such acts, laws rules, regulations, expropriation, seizure of works, requisition or nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbances such as boycott, strike, lockout, go-slow, occupation of factories and premises; (viii) general lack in plant or raw materials, lack of harbour and offloading capacity, serious transport accidents, or any other circumstances that beyond the reasonable control of a contractual party.
2. The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or to Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Council Regulation (EU) No. 833/2014 or (EG) 765/2006 in its currently valid version. The prohibition also applies to all subsequent or replacement deliveries for the goods supplied. The Purchaser shall undertake its best efforts to ensure that the purpose of this obligation is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, which would frustrate the purpose of this provision. Any violation of the foregoing obligations shall constitute a material breach of an essential element of the contractual relationship between the Supplier and the Purchaser, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the contractual relationship; and (ii) a penalty of 5% of the total value of the price of the goods affected. The Purchaser shall immediately inform the Supplier about any problems in applying this provision, including any relevant activities by third parties that could frustrate the purpose of this provision. The Purchaser shall make available to the Supplier information concerning compliance with the obligations under this provision within two weeks of the simple request of such information.

XVI. Applicable law, place of jurisdiction

1. The laws of the Federal Republic of Germany shall apply, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
2. The place of jurisdiction shall be the competent court for the district in which Supplier has its registered headquarters, provided that the Purchaser is a company entrepreneur, a legal person in public law, or a special fund under public law.

Notwithstanding the foregoing, the Supplier shall also be entitled to bring legal action at the court in which the Purchaser has its registered headquarter.

3. The foregoing wording in English is provided solely for the information of the parties. In all cases of doubt or dispute, the German version of these General Conditions of Sale and Delivery shall be binding, which the Purchaser may request from the Supplier at any time.

(Valid as from April 2026)