

1. Scope

- (1) These General Terms and Conditions (hereinafter referred to as "GTC") apply to all current and future deliveries and services provided by SpiraTec AG and, if agreed in individual cases – its affiliated companies pursuant to Section 15 of the German Stock Corporation Act (AktG) (collectively referred to as "SpiraTec") to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (hereinafter referred to as "Customer").
- (2) The GTC apply in particular to contracts for – engineering and consulting services (e.g., basic and detailed engineering, planning, project management, qualification/validation), – automation, industrial IT, and software services (e.g., design, configuration, programming, integration), – deliveries of plants, components, systems, and hardware, including installation, commissioning, and services, unless otherwise expressly agreed in writing in individual cases.
- (3) Any terms and conditions of the customer that conflict with or deviate from these GTC shall only become part of the contract if SpiraTec expressly agrees to their validity in writing. This requirement of consent shall also apply if SpiraTec provides services without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.
- (4) Individual agreements made with the customer in individual cases (including collateral agreements, supplements, and amendments) shall take precedence over these GTC. The content of such agreements shall be governed by a written contract or the offer template from SpiraTec accepted by the customer or its written confirmation.
- (5) Legally relevant declarations and notifications to be made by the customer to SpiraTec after conclusion of the contract (e.g., setting of deadlines, notifications of defects, declarations of withdrawal or reduction) must be made in text form (e.g., by letter, fax or e-mail) to be effective, unless a stricter form is required by law.

2. Conclusion of contract, delivery, default, form

- (1) Insofar as the individual agreement concluded between SpiraTec and the customer (in particular the offer template accepted by the customer) contains provisions on the conclusion of the contract, delivery dates, delivery conditions, acceptance, or default, these provisions shall take precedence over the following provisions of these GTC.
- (2) SpiraTec's offers are subject to change; this also applies if SpiraTec provides the customer with catalogs, technical documentation, other service and product descriptions or documents – including in electronic form – to which SpiraTec reserves ownership rights and copyrights.
- (3) The customer's order is considered a binding offer to enter into a contract. Unless otherwise stated in the order, SpiraTec is entitled to accept this offer to enter into a contract within 30 days of its receipt by SpiraTec.
- (4) Verbal agreements or agreements made in any other non-written form regarding deliveries and services provided by SpiraTec shall only become legally effective upon receipt of an order confirmation issued by SpiraTec in writing or in text form (fax/e-mail). Legally relevant declarations and notifications by the customer in relation to the contract (e.g., setting deadlines, notifications of defects, declarations of withdrawal or termination) must be made at least in writing or text form, unless a stricter form is required by law. Statutory formal requirements and other evidence requirements, in particular in cases of doubt as to the declarant's authority to represent, remain unaffected.
- (5) SpiraTec does not provide any guarantees for the quality of deliveries and services. In particular, service, product, or goods descriptions (e.g., brochures, manuals, photos, drawings, sketches, calculations, concepts, technical data, etc.) and representations thereof do not constitute a guarantee of quality or performance. Customary deviations that are due to legal regulations or represent technical improvements are permissible, provided they do not impair the usability for the contractual purpose.

- (6) If, after conclusion of the contract, the customer requests changes that deviate from the contractual agreements, these can only be agreed upon jointly, taking into account any additional costs and postponements, in writing or in text form.
- (7) SpiraTec reserves all rights to offers, cost estimates, tools, aids, samples, specimens, illustrations, descriptions, models, calculations, data collections (including those originating from several orders), and other documents provided by SpiraTec or third parties and made available to the customer. The customer may not make these items available to third parties without SpiraTec's consent, either as such or in terms of their content, nor may they disclose them or use them themselves or through third parties, nor may they reproduce them. The customer must return these items and any copies in full at SpiraTec's request if they are no longer required by the customer in the ordinary course of business or if negotiations have not led to the conclusion of a contract.
- (8) Contracts based on offers or cost estimates from SpiraTec must be treated as confidential by the customer and may only be disclosed to third parties with the prior written consent of SpiraTec.
- (9) Stated delivery times are non-binding unless otherwise agreed.
- (10) The start of a delivery period specified by SpiraTec is subject to the clarification of all related technical issues and the timely and proper fulfillment of the customer's obligations.
- (11) Partial deliveries are permissible, provided this is not unreasonable for the customer.
- (12) If the customer requests changes to the agreed deliveries and services after conclusion of the contract, any binding deadlines and dates shall also cease to be binding and shall be adjusted.

3. Prices, offsetting, default of payment

- (1) Unless otherwise agreed in individual cases, SpiraTec's prices valid at the time of conclusion of the contract shall apply; these are ex works plus statutory value added tax.
- (2) SpiraTec's prices apply exclusively to the contractually agreed scope of services and delivery. Additional and special services will be charged separately. Freight costs, non-standard packaging, public charges, and customs duties shall be borne by the customer.
- (3) Unless otherwise agreed, SpiraTec's invoices are due for payment within 14 days of the invoice date at the latest.
- (4) For international payments outside the European Union (EU) or the European Economic Area (EEA), the Customer shall bear all additional costs incurred in connection with the payment (incl. bank charges, correspondent bank fees and currency conversion costs). Payments shall be deemed timely/fulfilled only upon receipt of the full invoice amount without deductions in SpiraTec's account; the Customer shall use the "OUR" payment instruction.
- (5) The timeliness of payment depends on the receipt of the invoice amount in SpiraTec's account. The deduction of discounts requires a special written agreement.
- (6) The customer shall be in default on the due date without the need for a reminder.
- (7) If the customer is in default of payment, SpiraTec is entitled to charge default interest at a rate of 9 percentage points above the base rate p.a. announced by the European Central Bank. If SpiraTec can prove that it has incurred higher damages due to the default, SpiraTec is entitled to claim these.
- (8) The customer shall only be entitled to set-off or retention rights to the extent that their counterclaims have been legally established or are undisputed.
- (9) If, after conclusion of the contract, it becomes apparent (e.g., through an application to open insolvency proceedings) that SpiraTec's claim for payment is at risk due to the customer's inability to pay, SpiraTec shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, to withdraw from the contract after setting a deadline.

4. Shipping, transfer of risk, place of performance, default of acceptance

- (1) The place of performance is the respective competent branch of SpiraTec, unless expressly agreed otherwise in the contract.
- (2) At the customer's request and expense, the goods will be shipped to another destination (sale involving carriage of goods). Unless otherwise agreed, SpiraTec is entitled to determine the type of shipment (in particular, the transport company, shipping route, packaging) itself.
- (3) The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale involving carriage of goods to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier, or any other person designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk.
- (4) The above provisions on the transfer of risk shall also apply if partial deliveries are made or if SpiraTec has assumed other services (e.g., shipping costs).
- (5) The customer is responsible for loading the vehicles and complying with dangerous goods regulations.
- (6) If shipment or handover is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer upon notification of readiness for shipment. Storage costs after transfer of risk shall be borne by the customer.
- (7) If the customer is in default of acceptance, fails to provide the necessary cooperation, or if the delivery or service by SpiraTec is delayed for other reasons for which the customer is responsible, SpiraTec shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs).
- (8) In the event that SpiraTec has expressly agreed to bear the freight costs, the following shall apply:

Freight increases after conclusion of the contract and extra costs incurred due to obstructions or delays in transport due to circumstances for which SpiraTec is not responsible shall be borne by the customer.

In general, SpiraTec will only insure the shipment against theft, breakage, transport, fire, and water damage or other insurable risks at the express request of the customer and at their expense.

5. Force majeure

- (1) "Force majeure" within the meaning of these General Terms and Conditions is an unforeseeable event for which neither party is responsible, which could not have been avoided even with the exercise of extreme care reasonable under the circumstances, and which makes the contractual performance of the service wholly or partially impossible or significantly more difficult.
- (2) This includes, in particular, war, acts of terrorism, riots, natural disasters, fire, explosions, epidemics/pandemics, official orders, strikes, and lawful lockouts at SpiraTec or its suppliers, as well as other comparable events.
- (3) Events of force majeure and their consequences release the respective affected party from its performance obligations for the duration of the disruption and the extent of its impact. Agreed execution deadlines shall be extended by the period of the disruption, including a reasonable restart and mobilization period. Payment claims already due remain unaffected.
- (4) The party affected by force majeure must immediately inform the other party of the occurrence and the expected duration of the event. The same applies to the end of the force majeure event.
- (5) If an event of force majeure lasts for more than three (3) months without interruption or if it is foreseeable that it will last for more than three (3) months, SpiraTec shall be entitled to terminate the contract in whole

or in part for good cause with effect for the future. Further statutory termination rights of SpiraTec shall remain unaffected.

- (6) Termination by the customer due to force majeure is only permissible if, taking into account all circumstances of the individual case and weighing the interests of both parties, continuation of the contract is objectively unreasonable for the customer. In this case, the customer is obliged to reimburse SpiraTec for all services rendered up to the effective date of termination in accordance with the contractually agreed prices and to reimburse any additional expenses that have been incurred and can no longer be avoided (in particular reasonable mobilization, demobilization, and infrastructure costs).
- (7) Notwithstanding any terminations pursuant to paragraphs (4) and (5), SpiraTec shall be entitled to invoice for services rendered up to the occurrence of the force majeure event and up to any interruption or termination of work, including reasonable mobilization, demobilization, and infrastructure costs.

6. Claims for defects

Unless otherwise specified below, the statutory provisions shall apply to the customer's rights in the event of material defects and defects of title.

- (1) Claims for defects by the customer presuppose that he has duly fulfilled his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB).
- (2) In the event of a defect, SpiraTec shall, at its own discretion, provide subsequent performance by remedying the defect or delivering a defect-free item or recreating the work.
- (3) If the subsequent performance fails twice after a reasonable period of time has been set or if it is unreasonable for the customer, the customer may reduce the price in accordance with the statutory provisions or – except in the case of insignificant defects – withdraw from the contract.
- (4) Claims for damages and claims for reimbursement of futile expenses shall only exist in accordance with the liability provisions of these General Terms and Conditions.

7. Liability

SpiraTec shall be liable for damages and reimbursement of futile expenses – regardless of the legal basis – only in accordance with the following provisions:

- (1) In cases of intent and gross negligence, SpiraTec shall be liable in accordance with the statutory provisions.
- (2) In cases of simple negligence, SpiraTec shall only be liable
 - for damages resulting from injury to life, limb, or health, and
 - for damages resulting from the breach of an essential contractual obligation (cardinal obligation).
- (3) Essential contractual obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely. In these cases, however, SpiraTec's liability is limited to compensation for foreseeable damage typical for this type of contract.
- (4) SpiraTec's liability is excluded in the event of a slightly negligent breach of non-essential contractual obligations.
- (5) The above limitations of liability do not apply if SpiraTec has fraudulently concealed a defect or has given a guarantee of quality or durability or is mandatorily liable under the Product Liability Act.
- (6) Insofar as SpiraTec's liability is excluded or limited, this also applies to the personal liability of SpiraTec's organs, legal representatives, employees, and other vicarious agents.
- (7) The customer is obliged to take appropriate measures to prevent and mitigate damage.

8. Limitation

- (1) The limitation period for claims and rights due to material defects and defects of title is one (1) year from delivery of the goods or acceptance of the work.
- (2) This shall not affect:
 - special statutory provisions on the limitation period (in particular § 438 (1) No. 1 and No. 2, (3) BGB, §§ 444, 445b BGB, § 634a (1) No. 2 BGB) and
 - claims by the customer for damages due to intent or gross negligence, due to culpable caused injury to life, limb, or health, in the event of the assumption of a guarantee, or under the Product Liability Act.
- (3) These claims shall become time-barred exclusively in accordance with the statutory limitation periods.
- (4) If a longer limitation period is agreed in writing between the parties, this agreement shall take precedence over the above provisions.

9. Retention of title

- (1) SpiraTec retains title to all items delivered by SpiraTec (hereinafter referred to as "reserved goods") until all claims of SpiraTec arising from the business relationship with the customer have been fulfilled in full. In the case of current accounts, the retention of title serves to secure the respective balance claim.
- (2) SpiraTec's retention of title also extends to new products created by processing the reserved goods. Processing is carried out for SpiraTec as the manufacturer. If goods subject to retention of title are processed, combined, or mixed with items not belonging to SpiraTec, SpiraTec shall acquire co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the invoice values of the other materials used.
- (3) As long as the customer duly fulfills its obligations to SpiraTec, it shall be revocably entitled to dispose of the goods owned or co-owned by SpiraTec in the ordinary course of business. In particular, the following shall apply:
 - (3.1) If the customer grants its clients payment terms, it must reserve ownership of the resold or modified goods vis-à-vis them. If the customer fails to do so, it is not entitled to dispose of the goods subject to retention of title.
 - (3.2) The customer hereby assigns to SpiraTec all claims arising from the sale of goods subject to retention of title, including any ancillary rights and bills of exchange and check claims, as security for all claims of SpiraTec arising from the business relationship. In the case of the sale of goods to which SpiraTec is entitled to co-ownership, the assignment shall be limited to the portion of the claim corresponding to SpiraTec's co-ownership share. If processing takes place within the framework of a contract for work and services, the customer hereby assigns to SpiraTec the claim for remuneration for work performed in the amount of the proportionate amount of its invoice for the processed goods subject to retention of title. The customer is only authorized to resell or otherwise use the goods subject to retention of title if it is ensured that the resulting claims are transferred to SpiraTec in accordance with this provision.
- (4) If an assigned claim is included in a current account relationship between the customer and its client, the customer hereby assigns to SpiraTec a portion of the respective balance (including the corresponding portion of the final balance) from the current account corresponding to the amount of this claim. If interim balances are drawn up and their carryover has been agreed, the claim to which SpiraTec is entitled from the interim

balance in accordance with the above provision shall be deemed to have been assigned to SpiraTec on the next balance.

- (5) The customer is revocably authorized until revoked by SpiraTec to collect the claims assigned to SpiraTec in its own name on behalf of SpiraTec.
- (6) As long as SpiraTec retains title and the customer has the right to dispose of the goods subject to retention of title, the customer shall treat them with care, store them properly, and carry out the necessary and customary inspection, maintenance, and servicing work at its own expense. During the period of retention of title, the customer may neither pledge the goods subject to retention of title nor assign them as security. SpiraTec must be notified immediately in writing or in text form of any access by third parties to the goods subject to retention of title, in particular seizures or confiscations, as well as damage to or loss of the goods subject to retention of title. The customer shall bear all costs necessary to remove the access and to recover the goods subject to retention of title, insofar as these cannot be collected from third parties.
- (7) If the customer violates its obligation to treat the goods subject to retention of title with care or other duties of care, or if it defaults on the payment of secured claims, SpiraTec shall be entitled to take back the goods subject to retention of title. The taking back shall only constitute a withdrawal from the contract if SpiraTec expressly declares this in writing or in text form. After taking back the goods, SpiraTec shall be entitled to sell the goods subject to retention of title; the proceeds of the sale shall be offset against the customer's liabilities, less reasonable costs of sale and return. The same shall apply in other cases of breach of contract by the customer.
- (8) If the realizable value of the securities existing for SpiraTec exceeds the claims to be secured by more than 10% on a non-temporary basis, SpiraTec shall be obliged, at the customer's request, to release securities of the customer's choice to a corresponding extent.
- (9) If retention of title is not permitted or only permitted to a limited extent under the statutory provisions applicable in the customer's country, SpiraTec's security interests described above shall be limited to the extent permitted by law.

10. Acceptance

- (1) Acceptance of the services shall be in accordance with the statutory provisions. The following shall apply in addition to SpiraTec's obligations under the contract for work and services:
- (2) SpiraTec shall notify the customer of the completion of the services concerned in writing or by email. The customer must inspect the services immediately and declare acceptance in writing or in text form within a reasonable period set by SpiraTec.
- (3) The services shall be deemed accepted if the customer does not refuse acceptance within the period set by SpiraTec, stating any defects, and SpiraTec has informed the customer in writing or in text form in the request for acceptance of the consequences of a refusal of acceptance without stating defects. Otherwise, the services shall also be deemed accepted if the customer has started using them.
- (4) Acceptance cannot be refused due to minor defects and/or the outstanding minor partial services. Any outstanding minor partial services or the rectification of defects shall be made up for or remedied as quickly as possible.

11. Rights of use

- (1) Unless otherwise agreed in the individual contract, SpiraTec grants the customer a simple, non-exclusive, non-transferable, and non-sublicensable right of use to the work results provided within the scope of the contract (e.g., drawings, plans, specifications, reports, software, configurations, documentation). The right of use is limited to the contractually agreed system or project and internal use within the customer's company.
- (2) Any further use, in particular use for other plants/projects, disclosure to competitors of SpiraTec, or disclosure to third parties (with the exception of the customer's service providers necessary in the project environment) requires the prior written consent of SpiraTec.
- (3) The customer's statutory rights under Sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected.
- (4) Unless otherwise agreed in writing, SpiraTec retains ownership rights and copyrights to the work results.

12. Confidentiality, data protection

- (1) The contracting parties undertake to treat all confidential information obtained from the other party within the scope of the contractual relationship as strictly confidential, to use it only for the purposes specified in the contract, and to make it available to third parties only to the extent necessary for the fulfillment of the contract and provided that these third parties have been bound to confidentiality on their part.
- (2) Confidential information is all information that is marked as confidential or whose confidentiality arises from its nature or the circumstances of its disclosure. Information that is not considered confidential is information that
 - was already lawfully known to the receiving party,
 - becomes generally known without breach of contract, or
 - was developed independently by the receiving party.
- (3) The parties undertake to comply with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR). If one party processes personal data on behalf of the other party in the course of providing services, the parties shall conclude an agreement on order processing that meets the legal requirements before processing begins.
- (4) With regard to the processing of personal data by SpiraTec, reference is made to SpiraTec's current privacy policy, which is available at the Internet address provided to the customer. The documents containing personal data (e.g., resumes) provided in the context of preparing the offer may be used by SpiraTec exclusively for the purpose of reviewing and implementing the respective project and must be deleted in accordance with data protection regulations once the purpose no longer applies, unless there are legal retention obligations that prevent this.

13. Final provisions

- (1) References to the validity of statutory provisions in the General Terms and Conditions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions.
- (2) The assignment of claims of the customer against SpiraTec to third parties is excluded without the prior written consent of SpiraTec. Section 354a of the German Commercial Code (HGB) remains unaffected.
- (3) All legal relationships between SpiraTec and the customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (4) If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for

all disputes arising directly or indirectly from the contractual relationship shall be the registered office of SpiraTec AG in Speyer. However, SpiraTec shall also be entitled to bring claims against the customer at its general place of jurisdiction.

- (5) Should any provision in these General Terms and Conditions or in the contracts concluded hereunder be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision or the invalid part of the provision shall be replaced by a legally valid provision that comes closest to the purpose pursued by the invalid provision. The same shall apply in the event that the contracting parties subsequently discover that these General Terms and Conditions or the contracts concluded hereunder are incomplete.