

This is an English translation of the German text (please refer to <https://www.exyte-technology.net/de/geschaeftsbedingungen> and click on Montage- und Servicebedingungen), the German text being the sole authoritative version.

### 1. Scope

These terms and conditions shall apply in their respective latest valid version (which can be downloaded from <https://exytechology.gmbh/terms-conditions/>)

1.1. for all installation and service work assumed by Exyte Technology towards companies within the meaning of § 14 German Civil Code (BGB), legal entities governed by public law and special funds governed by public law, insofar as deviating agreements were not made in individual cases. These terms and conditions shall also apply for all future installation and service work for the customer even if Exyte Technology does not expressly refer to them anew.

1.2. Any deviating and supplementary regulations, especially conflicting or supplementary general terms and conditions of the customer are not applicable, unless Exyte Technology has expressly agreed to apply them. Exyte Technology does not accept conflicting and/or deviating conditions – despite awareness of them – by performing an order of the purchaser without reservation.

### 2. Payment and Conditions

2.1. The following fees are charged in addition to the agreed hourly rates; insofar as more than one of the following additional fees come into consideration at the same time, they are added up:

- 25% for each hour of overtime up to 2 hours per day in excess of the regular working time according to the German Working Hours Act (ArbZG), however no more than 10 hours per week.
- 50% for each additional hour of overtime beyond 2 hours per day or 10 hours per week.
- 50% for overtime on Saturdays
- 50% for every hour of nighttime work between 7:00 pm and 6:00 am.
- 100% for work on Sundays and legally recognized holidays.

2.2. In addition, a daily flat rate/allowance in accordance with the tax rates for per diems will be charged per person of the installation staff who are sent out.

2.3. Travel times will be charged in full at the hourly rates agreed for working times.

2.4. For travel by car, the current respective tax rates will be charged.

2.5. The customer shall pay for the costs of travel (without considering discounts such as BahnCard) by railway or aircraft plus the additional expenses for e.g. excess baggage, airport and security fees, travel expenses to and from the railway station/airport and parking fees.

2.6. Accommodations are charged at cost for reasonable accommodations according to availability.

2.7. Installation is charged according to time expenditure if a flat rate is not expressly agreed upon. The customer shall provide the installation staff with a certificate verifying the hours worked and the accrued travel time by signing time sheets which shall be returned within 2 working days after being requested and submitted by Exyte Technology. Time sheets that are not returned on time are considered recognized.

2.8. All agreed order amounts do not include value-added tax, which will be charged additionally at the legally prescribed rate, even if Exyte Technology and/or the customer mistakenly assume a net debt.

2.9. The billing for the payment due takes place after completion of the work; if the work lasts for more than one month, billing can also take place on a monthly basis. The right to claim advance payments remains unaffected.

2.10. Invoices are due for payment within 30 days after receipt without any deductions. If the customer is in default of payment, Exyte Technology will charge default interest at the legally prescribed rate.

2.11. If the work cannot commence for reasons Exyte Technology is not responsible for, or it is delayed along with the commissioning, the customer must bear all resulting expenses, especially for the waiting times and additionally required travel of the installation personnel that become necessary. Statutory claims of Exyte Technology shall remain unaffected.

2.12. If the recall of the installation personnel becomes necessary on grounds for which Exyte Technology is not responsible, the associated costs are billed to the customer, including but not limited to general business expenses, risk and profit.

2.13. The customer has no influence on the choice of personnel entrusted by Exyte Technology to perform the work.

### 3. Requalification of the Plant

A requalification of the plant by Exyte Technology after performance of the installation and service work requires a separate, express agreement. The requalification of the plant must be initiated separately by the plant operator itself in accordance with the currently applicable directives (FDA, GMP, PIC, etc.).

### 4. Preparatory Activities of the Customer

4.1. The customer must take the necessary measures for the protection of personnel and property at the installation location at its own expense. The customer must also inform the site supervisor/project manager of Exyte Technology about the safety guidelines insofar as they are of importance to the installation personnel. The customer shall inform Exyte Technology without undue delay of any violations of such safety guidelines by the installation personnel. In the event of serious violations, the offender can be denied access to the installation location after prior arrangement with the site supervisor.

4.2. The customer shall make the necessary arrangements to ensure that the plant is cleaned and decontaminated by the user prior to the performance of installation and service work so that the plant does not pose any hazard for the installation personnel due to toxic or active agents. The customer shall confirm this in writing prior to the beginning of the work by issuing a clearance certificate.

4.3. If the order applies for multiple plants on site, it must be ensured that the work can be carried out in continuity. If this is not the case, the additional costs for additional trips to are billed separately.

### 5. Technical Assistance of the Customer

5.1. The customer is obligated to provide technical assistance/support at its own expense, especially for:

- The provision of necessary auxiliary assistants (electricians, fitters and other professionals) with the necessary level of qualifications, in the quantity required for the installation and for the required amount of time; the assistants must follow the instructions of the site supervisor. Exyte Technology assumes no liability for these assistants, unless a defect or damage has occurred as a result of instructions by the site supervisor.
- Performance of construction, foundation and scaffolding work, including the acquisition of necessary construction materials and construction makeshift.
- Provision of the necessary equipment and heavy tools (e.g. lifting equipment, scaffolding).
- Provision of lighting, cranes, water, electricity and other necessary media, including the required connections.

- Provision of necessary dry and lockable rooms for storing the tools of the installation personnel.
- Transport of the installation parts to the installation location. Protection of the installation parts and materials from harmful influences of any type and cleaning of the installation location.
- Provision of suitable, anti-theft/lockable lounges and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first-aid equipment and/or any other protective equipment for the installation personnel.
- Provision of materials and performance of all other activities necessary for the adjustment of the plant to be assembled and for implementation of contractually prescribed testing.

5.2. The technical assistance/support of the customer must ensure that installation can begin immediately upon arrival of the installation personnel and without delay until the acceptance by the customer. Insofar as special plans or instructions from Exyte Technology are required, they shall be provided to the customer on a timely basis.

5.3. If the customer does not fulfil its duties, Exyte Technology is entitled, but not obligated, to perform the activities incumbent on the customer in its place and at its expense after the lapse of a reasonable extension. For the remainder, the statutory rights and claims of Exyte Technology remain unaffected.

### 6. Installation and Service Period, Delays

6.1. The installation or service period is deemed to be met if, before the period expires, the work result is ready for acceptance by the customer, or ready for testing if testing is contractually specified.

6.2. Neither Exyte Technology nor the customer shall be liable to the other party if and insofar as they are prevented from performing their contractual obligations due to a Force Majeure Event; thus Exyte Technology shall in particular be released from its obligation to perform for the period of the impediment plus a reasonable recovery time. This does not entail a dissolution of the contract. The parties are committed to give each other the necessary information and to adjust their obligations in good faith to the changed circumstances. A Force Majeure Event means circumstances which were unforeseeable when the contract was concluded and which are unavoidable or can only be avoided by unreasonable means or similarly serious circumstance, including, but not limited to (i) labour disputes, disturbance, war or terrorist conflicts; (ii) natural disasters, unusually severe weather, floods, seismic activity, such as earthquakes and volcanic eruptions; (iii) explosions or fires from lightning or other causes not attributable to the party invoking the Force Majeure Event; (iv) risk to public health and safety (including, but not limited to those risks posed by epidemic or pandemic events; (v) virus or other external interference

with Exyte Technology's IT systems, to the extent that such interference occurs despite the due care and diligence exercised in the implementation of protective measures; (vi) impediments due to applicable national and/or international export control, customs and foreign trade regulations, including but not limited to US export control regulations.

### 7. Acceptance

7.1. The customer is obligated to accept the work results as soon as it has been informed of their completion and any contractually prescribed testing has taken place. If it becomes apparent that the work result does not meet the contractual specifications, Exyte Technology is obligated to the rectification of defects. This does not apply if the defect is of no importance for the interests of the customer or pertains to a circumstance for which the customer is responsible. The customer may not refuse the acceptance on the basis of insignificant defects.

7.2. If the acceptance is delayed on grounds for which Exyte Technology is not responsible, the acceptance applies as having taken place after the lapse of two weeks of the notification of completion and conclusion of any contractually prescribed testing.

7.3. The use of a component by a third party prior to hand over and acceptance by the customer is equal to a defect-free acceptance by the customer.

7.4. The liability of Exyte Technology for perceptible defects ceases with the acceptance, insofar as the customer has not expressed reservation to a specific defect in writing.

### 8. Claims for Defects

8.1. After acceptance of the work result, Exyte is liable for defects of the work result to the extent that Exyte Technology must rectify the defects. The customer must immediately report and provide proof of any discovered defects, including a comprehensible description (e.g. with the aid of photographic documentation).

8.2. Exyte Technology shall not be liable if the defect pertains to a circumstance which can be attributed to the customer's sphere.

8.3. In the event of any improper changes or repair work performed by the customer or third parties without the prior consent by Exyte Technology, Exyte Technology shall not be liable unless the customer proves that is any such changes or repair work did not contribute cause for the defect. The customer only has the right to rectify the defect itself or to have it rectified by a third party and demand compensation from Exyte Technology for the necessary costs in urgent cases in which the operational safety is at risk and for the avoidance of disproportionately high damages – whereby Exyte Technology must be immediately informed, or if Exyte Technology

allowed a specified reasonable period of time to pass for the elimination of the defect.

8.4. If Exyte Technology allows a reasonable grace period for remedy of defects to pass unsuccessfully or if there is a statutory exceptional exemption, the customer – besides its right to rectify the defect itself pursuant to clause 8.3 above – initially only has a right to reduction within the scope of the legal regulations. The customer also has a right to reduction in other cases of the failure of the remedying of defects. The customer can only withdraw from the contract or claim compensation instead of performance if the customer can provide proof that the installation is of no interest for the contractor despite the reduction.

In this case, the customer has to inform Exyte Technology in writing within two weeks of receiving a written request to this effect, whether it will claim compensation instead of performance or withdraw from the contract. If it fails to inform in due time, the rights of §§ 281, 323 of the German Civil Code (BGB) are rejected.

8.5. If a defect reported by the customer cannot be attributed to the sphere of Exyte Technology or there is no defect at all, Exyte Technology can bill the customer for the analysis, rectification and maintenance work at standard market service rates, including all related costs that arise in connection with the reporting of the defect.

8.6. In deviation from Section 634a para. 1 no. 1 and no. 3 of the Civil Code the general period of limitation for warranty claims shall be one (1) year. For a building and in the case of a work whose result consists in the rendering of planning or monitoring services for this purpose, the period of limitation shall be five (5) years pursuant to Section 634a para. 1 no. 2 Civil Code. The limitation period shall begin on acceptance. Additional statutory special regulations on the period of limitation (including but not limited to Section 634a para. 3, Section 639 Civil Code) shall remain unaffected as well as statutory periods of limitation for i) claims for damages based on injury of life, body or health caused by a defect for which Exyte Technology is responsible, and ii) for defects resulting from a willful or grossly negligent breach of a contractual duty by Exyte Technology. Claims in accordance with the German Product Liability Act (Produkthaftungsgesetz) as well as rules upon expiry suspension, suspension and recommencement of limitation periods shall remain unaffected.

### 9. Damage Claims of the Customer

9.1. Exyte Technology shall be liable - regardless of the legal basis - within the scope of strict liability for intent and gross negligence.

9.2. In case of slight negligence, Exyte Technology shall only be liable for damages caused by i) material breaches of contractual obligations which endanger the performance of the agree-

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ment or ii) the breach of material contractual obligations (obligations the performance of which is essential for the proper execution of the agreement and on the observance of which the customer generally relies or may rely ["Material obligations"]), subject to the statutory limitations of liability (e.g., due diligence in own affairs), but only to the extent that such damages could be reasonably foreseen within the scope of the agreement.

9.3. The damage that could be reasonably foreseen within the scope of the agreement shall be identified in the contractual documents and shall be evaluated with due consideration of the risks inherent to the agreement.

9.4. Unless agreed otherwise in these general terms and conditions, any liability of Exyte Technology shall be excluded. In particular, Exyte Technology shall not be liable for collateral and consecutive damages, such as loss of profit, downtime, production shut-down, etc.

9.5. The foregoing limitations of liability shall not apply to any liability of Exyte Technology under mandatory statutory provisions (e.g., under the Product Liability Act), in the event that Exyte Technology has fraudulently concealed a defect, assumed a guarantee for the quality of the goods and services, and in the event of injury to life, physical injury or damage to health.

9.6. Exyte Technology shall only be liable for the loss of data or programs to the extent that their loss would have been unavoidable even if the customer had taken reasonable precautions against such loss (in particular by making backup copies of all programs and data at least daily) and only to a limited extent with respect to the costs of restoring the data. Furthermore, any liability of Exyte Technology for loss of data is subject to the other disclaimers of Section 9 of this Agreement.

9.7. The above limitations of liability shall apply accordingly in the event of any claims for damages by the customer against legal representatives, employees or agents of Exyte Technology.

9.8. The aforementioned provisions do not imply a transfer of the burden of proof to the disadvantage of the customer.

## 10. Property rights

10.1. Exyte Technology reserves all rights (including copyrights, the right to apply for industrial property rights [patents, utility models, topography protection rights, designs, trademarks, etc.]) and ownership of the items contained in the documents provided (in printed form, on CD/DVD/USB drives, etc.) in respect of all Exyte Technology documents, such as specifications, blueprints, notes, instructions, technical communications and other technical data, both in paper and electronic form. These must not be made available to third parties without the prior express written consent of Exyte Technology.

10.2. To the extent that Exyte Technology has produced goods and services in accordance with designs, models, samples, or other specifications provided by the customer, the customer shall indemnify Exyte Technology that the industrial property rights of third parties are not infringed by such goods and services. The customer indemnifies Exyte Technology from all claims, costs, and other damages (including attorneys' fees) upon first written request on behalf of Exyte Technology resulting from a violation of the provisions of this provision within the scope of liability of the customer.

## 11. Confidentiality

11.1. The parties shall be obliged to treat all information and documents which become known to them directly or indirectly from the other party during the course of the business relationship as confidential, not to make them accessible to third parties and to use them only for the purposes of performance of the contract. Companies affiliated with Exyte Technology in accordance with Section 15 Stock Corporation Act shall not be considered as third parties.

11.2. This confidentiality obligation shall not apply to such information which (i) was already known to a party before the establishment of the business relationship, (ii) is made available to a party by third parties without violation of confidentiality agreements, (iii) is publicly known or (iv) must be disclosed by a party due to a legal obligation or court order.

## 12. Export Control

12.1. The Customer acknowledges that deliveries and services may include items that are subject to national and/or international export control, customs, and foreign trade regulations, including but not limited to US export control regulations (hereinafter "Export Control Laws"). If the Customer intends to transfer deliveries and services to an end-user not known to Exyte Technology at the time the contract was concluded, the Customer shall comply with any applicable Export Control Laws and shall inform Exyte Technology prior to any intended transfer. In case of official investigations and audits the Customer and Exyte Technology shall support each other and disclose all information available as required by the respective authority.

12.2. The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods (tangible item, software, or technology) supplied under or in connection with the contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 ("No-Russia-Clause").

**of Exyte Technology GmbH  
(hereinafter “Exyte Technology“)**

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12.3. If the Customer fails to comply with applicable Export Control Laws, in particular with the above No-Russia Clause in paragraph 12.2, such failure shall constitute a material breach of this contract and Exyte Technology shall be entitled to terminate the contract for good cause; in addition, Customer shall indemnify and hold harmless Exyte Technology including its legal representatives, workers and employees for any claims, damages, liabilities and costs (including the costs of litigation) which authorities or third party may assert against Exyte Technology because of such failure.

**13. Place of performance, Applicable Law, Jurisdiction**

13.1. Place of performance is Renningen, Germany.

13.2. German law applies exclusively (without any references to other legal systems). The UN Convention on the International Sale of Goods (CISG) is excluded.

13.3. Exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Stuttgart. This does not apply to the dunning procedure. Exyte Technology may also take legal action in the general court of jurisdiction of the customer.

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**Issued: September 2024**