

General Terms and Conditions

for sales, work delivery, work and construction services
of Exentec Germany GmbH

exentec

Member of the Exyte Group

This is an English translation of the German text (please refer to <https://www.exentec.net/Terms-and-Conditions>, go to Terms and Conditions (Germany) and click on "Allgemeine Vertragsbedingungen für Verkaufs-, Werklieferungs-, Werk- und Bauleistungen"), the German text being the sole authoritative version.

A. General provisions

1. Scope, order of precedence

1.1. All deliveries and services of Exentec Germany GmbH (hereinafter "**Exentec**") shall be exclusively subject to these General Terms and Conditions (hereinafter "**TCs**"), as amended from time to time, which are available at www.exentec.net/Terms-and-Conditions. The TCs shall apply to all contracts with entrepreneurs within the meaning of section 14 of the German Civil Code ("**BGB**"), legal entities under public law and special funds under public law, unless otherwise agreed on an individual basis. These TCs shall also apply to all future contracts with the client (hereinafter "**Client**"), even if Exentec does not expressly refer to them again.

1.2. General terms and conditions of the Client shall not become part of the contract, even if Exentec does not expressly object to them or the Client refers to them in documents, such as in an order. They shall only apply if Exentec expressly agrees to them. Deviating general terms and conditions of the Client shall not become part of the contract even if Exentec provides services without reservation in the knowledge of the conflicting or deviating provisions of the Client.

1.3. The observance and application of mandatory statutory provisions (e.g. Product Liability Act, minimum wage regulations) shall not be affected by the following TCs.

2. Conclusion of contract, exclusivity

2.1. Offers made by Exentec are non-binding. A contract shall only be concluded with the order confirmation by Exentec or the execution of the service by Exentec. Exentec's order confirmation shall be made in writing, in text form or via Exentec's electronic ordering system.

2.2. The order confirmation according to section 2.1 or - if no such confirmation exists - the offer of Exentec is decisive for the content of the contract, i.e. deliveries and services not listed in the order confirmation or in the offer are not included in the scope of delivery and services.

2.3. Specified dimensions and weights as well as enclosed drawings and illustrations or other product and/or service descriptions shall not become part of the contract unless they are expressly agreed as binding.

3. Prices and payments

3.1. For deliveries and services which, as per agreement, shall be rendered later than four months after conclusion of the contract, any labour and/or material price increases occurring after submission of the offer may be invoiced with an appropriate surcharge for overhead costs.

3.2. Unless otherwise agreed, the prices quoted by Exentec are FCA (from the place of delivery to be determined by Exentec) Incoterms 2020 plus the statutory value added tax.

3.3. Payments by the Client shall be due within 30 days of receipt of the invoice, unless otherwise agreed. Punctual payment depends on the date of receipt of payment. Without explicit agreement, the Client shall not be entitled to deduct any discounts or other rebates.

3.4. The Client shall only be entitled to assert a right of retention or to offset with counterclaims, if such claims are undisputed or have been legally established or if the Client asserts rights of retention due to defective services. The Client shall only be authorized to exercise a right of retention if its counterclaim is based on the same contractual relationship.

4. Delivery, freight and packaging

4.1. Exentec may determine the type of shipment and packaging taking into account the interests of the Client.

4.2. The Client shall be responsible for unloading and provision of the personnel for unloading.

5. Consequences of late payment

5.1. If the Client is in default of payment, Exentec shall be entitled to demand default interest in accordance with section 288 BGB. Exentec shall also be entitled to payment of a lump sum of EUR 40.00 in the event of default by the Client. This shall also apply if the claim is a payment on account or other installment payment. The lump sum shall be offset against any damages owed, insofar as the damage is justified in the costs of legal action.

5.2. Exentec shall be entitled to claim higher damages for delay.

5.3. If the Client is a merchant, Exentec shall also be entitled to charge the Client interest of 5% from the due date.

6. Limitations of liability, damages, termination, withdrawal

6.1. Unless otherwise stated in these TCs, including the following provisions, Exentec shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

6.2. Exentec shall be liable for damages - irrespective of the legal basis - within the scope of fault-based liability in the event of intent and gross negligence.

6.3. In the event of slight negligence, Exentec shall be liable, subject to statutory limitations of liability (e.g. care in its own affairs, insignificant breach of duty) only

i) for damages resulting from injury to life, body or health

ii) for damages arising from the breach of a material obligation of the contract (an obligation the performance of which is material for the proper performance of the contract and the observance of which the contractual partner regularly relies and may rely); in this case, however, Exentec's liability is limited to compensation for foreseeable, typically occurring damage.

6.4. The foreseeable damage typical for the contract shall be determined in the offer and in consideration of the risks inherent in the contract.

6.5. The limitations of liability in sections 6.2 and 6.3 also apply to third parties and in the event of breaches of duty by persons (including in their favor) whose fault Exentec is responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods and for claims under the Product Liability Act.

6.6. Exentec shall not be liable for indirect or consequential damages, such as loss of profit, loss of use, production downtime, etc.

6.7. Exentec shall only be liable for the loss of data or programs to the extent that their loss could not have been avoided even if the Client had taken reasonable precautions against data loss (in particular by making backup copies of all programs and data at least daily) and only limited to the costs of restoring the data. Furthermore, any liability of Exentec for loss of data is subject to the other limitations of this section.

6.8. The above provisions do not imply a change in the burden of proof to the detriment of the Client.

6.9. Due to a breach of duty that is not considered a defect, the Client shall only be entitled to withdraw or terminate the contract if Exentec is responsible for the breach of duty. The Client shall not be entitled to an ordinary termination of the contract (in particular according to sections 650, 648 BGB). Furthermore, the statutory requirements and legal consequences shall apply.

7. Property rights

7.1. Exentec 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 (papers, CD/DVD/USB drives, etc.) to all Exentec documents, such as specifications, drawings, notes, instructions, technical communications and technical data, both in paper and electronic form. These may not be made accessible to third parties without the prior express written consent of Exentec.

7.2 To the extent that Exentec has manufactured deliveries and services according to drawings, models, samples or other specifications provided by the Client, the Client warrants that the property rights of third parties are not infringed by these deliveries and services. Upon first written request, the Client shall indemnify Exentec from and against all claims, costs and other damages (including legal fees) incurred by Exentec as a result of a breach of the provisions of this section for which the Client is responsible.

7.3 Unless otherwise agreed, the contract shall not grant or transfer any rights of use or licenses to any property rights of Exentec. Property rights may only be used within the scope of the contract. Any further use by the Client, in particular to obtain offers from third parties, is expressly not permitted.

7.4 Reproduction according to Exentec's design and other documents is not permitted. The Client grants Exentec the right to review Client's compliance with this provision accordingly.

8. Limitation period of warranty claims

8.1 Unless otherwise agreed, warranty claims of the Client against Exentec in connection with the delivery of goods or the provision of services shall become statute-barred after one year, regardless of the legal basis. The provisions of section 438 para. 1 no. 2 BGB (buildings and items for buildings), section 479 para. 1 BGB (right of recourse) and section 634a para. 1 no. 2 BGB (construction defects) shall remain unaffected. Other special statutory provisions on the limitation period (in particular section 438 para. 1 no. 1, para. 3, sections 444, 445b BGB) shall also remain unaffected.

8.2 The limitation period for warranty claims shall commence upon delivery; if an acceptance has been agreed, upon acceptance. The limitation period in sub-section 1 shall not apply to claims of the Client based on injury to life, body and health or a willful or grossly negligent breach of a duty.

8.3 The above limitation periods shall also apply to contractual and non-contractual claims for damages of the Client which are based on a defect in the goods or the provision of services, unless the application of the regular statutory limitation period (sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages on the part of the Client pursuant to sections 6.2 and 6.3 i) and pursuant to the Product Liability Act shall lapse exclusively in accordance with the statutory limitation periods.

9. Confidentiality

9.1 The parties shall be obliged to treat all information and documents that become known to them directly or indirectly from the other party during the course of business relationship as confidential, not to make them accessible to third parties and to use them only for the purpose of performance of the contract. Third parties in this sense shall not include employees of Exentec, employees of the Exyte Group and business partners (including subcontractors) of Exentec who require the corresponding information and documents for the performance of the contract.

9.2 This confidentiality obligation shall not apply to such information which (i) was already known to a party prior to disclosure, (ii) is disclosed to a party by a third party without breach of confidentiality agreements, (iii) is publicly known, (iv) is independently developed by a party or (v) must be disclosed by a party due to legal obligation and/or official, court order; in this case, the obligated party shall disclose this to the other party without delay, insofar as permissible, and only disclose information and documents insofar as it is obliged to do so due to the order.

9.3 This obligation shall continue to apply beyond the term of this contract.

10. Prohibition of assignment

The Client shall only be entitled to assign the rights and claims resulting from the contract with the prior written consent of Exentec. section 354a HGB shall remain unaffected.

11. Foreign Trade Laws (Export Control, Sanctions and Customs)

11.1 The Client 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 "**Foreign Trade Laws**").

11.2 The execution of the contract is subject to the condition that fulfilment is not prevented and/or significantly impeded by any obstacles, including but not limited to non-approvals by competent authorities or export bans, under Foreign Trade Law.

11.3 If the necessary foreign trade approvals or clearances required for the execution of the contract are not granted or are revoked by the competent authorities, Exentec shall be entitled to withdraw from the contract in whole or in part. The Client also has a corresponding right of withdrawal. If only a partial performance is affected by the obstacle to fulfilment, the Client may only withdraw from the entire contract if the acceptance of the possible partial performance is unreasonable for the Client. Exentec shall not be liable for any damages resulting therefrom.

11.4 If Exentec is prevented from timely delivery due to the duration of the proper execution of an approval or review procedure, the delivery time shall be extended appropriately by the duration of the delay caused by this official procedure.

11.5 If the Client intends to export deliveries and services to an end-user not known to Exentec at the time the contract was concluded, the Client shall comply with any applicable Foreign Trade Laws and shall inform Exentec prior to any intended export. In case of official investigations and audits the Client and Exentec shall support each other and disclose all information available as required by the respective competent authority.

11.6 The Client warrants that, following Exentec's delivery of goods, such goods will not be delivered to any country in respect of which the European Union has prohibited the export of the goods concerned.

11.7 In particular, the Client 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"). The Client shall also 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 8g of Council Regulation (EC) No 765/2006 ("No-Belarus-Clause").

11.8 The Client shall undertake its best efforts to ensure that the purpose of sections 11.6 and 11.7 is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Client 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, that would frustrate the purpose of sections 11.6 and 11.7. The Client shall immediately inform Exentec about any problems in applying sections 11.6 and 11.7, including any relevant activities by third parties that could frustrate the purpose of sections 11.6 and 11.7. The Client shall make available to Exentec information concerning compliance with the obligations under sections 11.6 and 11.7 within two weeks of the simple request of such information.

11.9 Furthermore, the Client shall be obliged not to make the delivered goods available, either directly or indirectly, to natural or legal persons, organizations or institutions listed in Annex I of Council Regulation (EC) No. 765/2006, or to those listed in Annex I of Council Regulation (EU) No. 269/2014 or to natural or legal persons, institutions or organizations associated with them.

11.10 If the Client fails to comply with applicable Foreign Trade Laws, in particular with above sections 11.6 through 11.9, such failure shall constitute a breach of a material obligation of this contract and Exentec shall be entitled to terminate the contract for good cause; in addition, Client shall indemnify and hold harmless Exentec 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 Exentec because of such failure.

12. Force majeure

Neither Exentec nor the Client shall be liable to the other party if and to the extent that they are prevented from performing their contractual obligations due to Force Majeure; in particular, Exentec shall be released from its obligation to perform for the period of the hindrance plus a reasonable ramp-up period. An automatic termination of the contract is not associated with this. The parties shall notify each other in the event of such a hindrance and adapt their respective obligations to the changed circumstances in good faith. Force Majeure means external circumstances which are occurred from the outside, unforeseeable and unusual at the time of conclusion of the contract and which cannot be prevented or can only be prevented by economically unreasonable means, even with the utmost care reasonably to be expected under the circumstances, or similarly serious circumstances, in particular (i) labor disputes, riots, war or terrorist conflicts; (ii) natural disasters, exceptionally severe weather conditions, floods, seismic activity, in particular earthquakes and volcanic eruptions; (iii) explosions, lightning strikes or fire due to lightning strikes or other circumstances beyond Exentec's control; (iv) threats to public safety and health (including but not limited to epidemics, pandemics and quarantines); or (v) virus or other attacks by third parties on Exentec's IT systems, to the extent these occur despite compliance with the due care and diligence exercised in the implementation of protective measures.

13. Deliveries and services by third parties

Exentec may also have its delivery and service obligations performed by third parties without affecting the Client's rights against Exentec.

14. Contract language, form

14.1 Subject to the introductory note at the beginning of these TCs declaring the German text of these to be the sole authoritative version, the language of the contract shall be English, both written and spoken, unless otherwise agreed.

14.2 Legally relevant declarations by Exentec must be made in text form (in accordance with section 126b BGB) to be effective. If a stricter form is prescribed by law or in the contract, this must be complied with. Amendments, supplements or the termination of the contract must be made in writing.

15. Place of performance

The place of performance is the place of delivery specified in the offer.

16. Applicable law, place of jurisdiction

16.1 German law shall apply exclusively (without any references to other legal systems). The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

16.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is, as far as permissible, the registered office of Exentec. Exentec may also take legal action at the general place of jurisdiction of the Client.

B. Special provisions for sales and work delivery services

For contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether Exentec manufactures the Goods itself or purchases them from suppliers (sections 433, 650 BGB), the following provisions apply in addition to the provisions in Part A:

1. Retention of title

1.1 Exentec retains title to all Goods until full payment of all its current and future claims arising from the contract and an ongoing business relationship (secured claims).

1.2 If the retention of title expires as a result of treatment or processing, combination or merging, Exentec shall become the owner or co-owner of the resulting new item in the proportion of the value of the deliveries and services to that of the new item. The Client shall take the latter into safekeeping for Exentec free of charge. Insofar as any claims or new co-ownership arise as a result of the loss of Exentec's reserved property, these shall hereby be deemed to have been transferred to Exentec.

1.3 In the event of breach of the contract by the Client, in particular if agreed payment dates are not met, Exentec shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the Goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; Exentec is rather entitled to demand only the return of the Goods and to reserve the right to withdraw from the contract. If the Client does not pay the purchase price due, Exentec may only assert these rights if it has previously set the Client a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions. Insofar as the Goods have become an essential part of a property, the Client undertakes to allow Exentec to dismantle the Goods, which can be removed without significant impairment of the building structure, and to transfer ownership of the Goods back to Exentec. If the Client impairs the aforementioned rights, it shall be liable to compensate Exentec for damages. Dismantling and other costs shall be borne by the Client.

1.4 The Client shall be entitled to process and sell the delivered Goods in the ordinary course of business or to dispose of them in any other way. The claims against third parties arising from the resale or other disposal are hereby assigned to Exentec by way of security. Exentec accepts the assignment. The assignment shall also apply to other claims that take the place of the reserved goods or arise with regard to them, such as insurance claims or claims in tort in the event of loss or destruction.

1.5 As long as the Client meets his payment obligations, the Client shall be authorized to collect the assigned claims for the account of Exentec. The proceeds must be transferred to Exentec immediately. The Client hereby authorizes Exentec to notify the third-party debtor of the assignment.

1.6 The Client may not pledge or assign by way of security to third parties, in particular financial institutions, the Goods subject to retention of title without the written consent of Exentec before full payment of the secured claim. The Client must notify Exentec immediately of any action by third parties on the reserved Goods or plant or the claims obtained through their sale, in particular through pledging. Resale in the event of insolvency is not permitted; the rights under section 48 Insolvency Act (substitute segregation) shall remain unaffected.

1.7 The Goods subject to retention of title shall be insured against fire, water and theft. All claims against the insurer in this regard are hereby assigned to Exentec. Exentec accepts the assignment.

1.8 If the realizable value of the securities exceeds Exentec's claims by more than 10%, Exentec shall release securities at its discretion at the request of the Client.

2. Reservation of own supply

2.1 Exentec reserves the right to make its delivery dependent on its own supply by its suppliers in case of congruent orders.

2.2 Exentec shall only be entitled to reserve such right, if it has already concluded a binding agreement with its supplier for such goods that are the subject of the contract (congruent hedging transaction) prior to the conclusion of the contract, the supplier's performance has finally failed to materialize and Exentec is not responsible for the non-delivery.

2.3 Exentec shall then be released from its obligation to perform and shall be entitled to withdraw from the contract.

2.4 Exentec is obliged to notify the Client immediately of non-delivery by its own supplier and to reimburse any payments already made with undue delay.

3. Delivery time

3.1 The delivery time shall commence at the earliest upon dispatch of the order confirmation, not prior to the date on which the Client and Exentec have reached clarification and agreed on all technical details and contractual terms, and not prior to receipt of an agreed advance payment. If the Client requests subsequent changes, the delivery time shall be extended accordingly.

3.2 The prerequisite for meeting the delivery time is that the Client is not in default of payment and performs all acts of cooperation required for a contractually compliant delivery correctly and on time.

In particular, the Client shall provide in a timely manner and at his own expense all permits and documents required for the installation and operation of the plant. If Exentec assists the Client in this regard, the Client shall bear any additional costs incurred.

3.3 If agreed delivery times are exceeded, provided there is no commercial transaction for delivery by a fixed date, a reasonable grace period shall be granted.

3.4 If the delivery is not made within the set grace period, the Client shall be entitled to withdraw from the contract, provided that it has combined the setting of the grace period with the express declaration that it will refuse to accept the delivery after expiry of the deadline. This shall not apply if and as long as Exentec is released from the obligation to perform due to Force Majeure or a commercial fixed-date transaction exists.

4. Shipping and transfer of risk

4.1 Exentec shall be entitled to deliver partial quantities. Any objection to partial quantities shall not release the Client from the obligation to accept the remaining quantity of the ordered delivery in accordance with the contract. The Client shall accept the deliveries, even if those have insignificant defects.

4.2 The transfer of risk shall take place in accordance with FCA (from the place of delivery to be determined by Exentec) Incoterms 2020. The statutory provisions on an early transfer of risk, e.g. due to default of acceptance, shall remain unaffected.

4.3 If the shipment is delayed due to Exentec exercising its right of retention as a result of the Client's full or partial default in payment, or for any other reason for which the Client is responsible, the risk shall pass to the Client at the latest from the date of receipt of the notification of readiness for dispatch and/or performance to the Client.

4.4 If dispatch is delayed compared to the agreed delivery time at the request or through the fault of the Client, Exentec shall be entitled to store the Goods at the Client's risk and to demand storage fees at the usual rates at the location. In this case, notification of readiness for dispatch shall be equivalent to dispatch.

5. Liability for defects

5.1 The statutory provisions shall apply to the Client's rights in the event of defects in material or title (including, but not limited to incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the statutory provisions on the sale of consumer goods (sections 474 et seq. BGB) and the rights of the Client arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.

5.2 Exentec is generally not liable for defects that the Client is aware of or grossly negligently unaware of at the time of conclusion of the contract (section 442 BGB). Claims by the Client for defects presuppose that it has fulfilled its obligations to inspect and notify (sections 377, 381 HGB). In the case of building materials and other Goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect becomes apparent upon delivery, inspection or at any later point in time, Exentec must be notified immediately in writing. In any case, obvious defects must be reported in writing within 10 calendar days of delivery and defects not recognizable during the inspection within the same period from discovery. If the Client fails to carry out the proper inspection and/or report defects, Exentec's liability for the defect not reported or not reported on time or not reported properly is excluded in accordance with the statutory provisions. In the case of Goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the Client shall in particular have no claims for reimbursement of corresponding costs ("removal and installation costs").

5.3 Claims for defects shall not exist if damage is attributable to causes after the transfer of risk, such as natural wear and tear or improper use.

5.4 If Goods require assembly, warranties assumed by Exentec for the existence of certain properties shall only apply if the assembly is carried out by Exentec or by fitters commissioned by

Exentec or if the Client proves that the assembly by a third party had no influence on the existence of the properties in question.

5.5 If Goods are defective, Exentec at its discretion may provide subsequent performance either by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the chosen type of subsequent performance is unreasonable for the Client in individual cases, the Client may refuse it. Exentec's right to refuse subsequent performance under the statutory conditions shall remain unaffected. For this purpose, the Client shall give Exentec the necessary time and opportunity after consultation, in particular to hand over the rejected Goods for inspection purposes.

5.6 Exentec shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these TCs, if a defect actually exists. Otherwise, Exentec may demand reimbursement from the Client for the costs incurred from the unjustified request to remedy a defect if the Client knew or could have recognized that there was actually no defect.

5.7 In the event Exentec is obliged to remove and install Goods in accordance with section 439 para. 3 BGB, which have been installed in another item or attached to another item in accordance with their type and intended use, Exentec has the right to choose whether to do this itself or through an agent of Exentec. If, in the case of section 439 para. 3 BGB, Goods can be removed, the Client shall remove them at Exentec's expense and send them to the place of delivery specified in the offer at his own expense; if, on the other hand, the Goods cannot be removed, the Client shall bear Exentec's expenses for removing the Goods on site (travel expenses, overnight accommodation, allowance, travel time according to Exentec's applicable rates).

5.8 Exentec shall be entitled to hinge the subsequent performance on the Client paying the purchase price due. However, the Client shall be entitled to withhold a reasonable part of the purchase price in relation to the defect.

5.9 Replaced parts become the property of Exentec.

5.10 Exentec's right under section 439 para. 4 BGB, to refuse the subsequent performance selected by the Client if it is only possible at disproportionate cost, shall remain unaffected. If a reasonable deadline to be set by the Client for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Client may withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

5.11 Claims by the Client for reimbursement of expenses pursuant to section 445a para. 1 BGB are excluded unless the last contract in the supply chain is a consumer goods purchase (sections 478, 474 BGB) or a consumer contract for the provision of digital products (sections 445c sentence 2, 327 para. 5, 327u BGB).

5.12 None of the declarations made under or in connection with the contract shall constitute a guarantee within the meaning of sections 276, 443, 444, 639 BGB unless expressly declared as such.

C. Special provisions for work and construction services

For work and construction services, the following provisions shall apply in addition to the provisions in Part A:

1. Advance payments, performance bond, payment terms

1.1 Exentec shall be entitled to demand advance payments in accordance with its offer. Even if no agreement has been made in this regard, Exentec may demand advance payments in the amount of the value of the services rendered by it and owed under the contract. If the services provided are defective, the Client may refuse to pay a reasonable part of the advance payment. Section 632a BGB shall apply.

1.2 In case of a construction contract, the final payment shall be due 14 calendar days after the invoice date if acceptance has taken place or is dispensable and Exentec has issued the Client with an auditable final invoice. The final invoice shall be deemed auditable if the Client has not raised justified objections to its auditability within 30 calendar days of receipt.

2. Requalification

Requalification of the plant by Exentec following the provision services require a separate, express agreement. The requalification of the plant shall be arranged separately by the plant operator in accordance with the currently valid guidelines (FDA, GMP, PIC, etc.).

3. Preparatory activities of the Client

3.1 The Client shall take all measures necessary to protect persons and property at the installation site at his own expense. The Client shall also inform Exentec's site supervisor/project manager about those safety regulations relevant to the installation personnel. The Client shall inform Exentec of any violations of such safety regulations by the installation personnel without undue delay. In the event of serious violations, the Client may refuse the violator access to the installation site in consultation with the site supervisor.

3.2 The Client shall arrange for the plant to be cleaned and decontaminated prior to the performance services so that the plant does not pose any risks to the installation personnel due to toxic or active substances. The Client shall confirm this in writing prior to the provision of the services by means of a clearance certificate.

3.3 If the contract applies to several plants on site, it must be ensured that the services can be carried out in continuity. If this is not the case, the additional costs for multiple journeys will be charged separately.

4. Technical assistance of the Client

4.1 The Client shall be obliged to provide technical assistance/support at its own expense; the Client shall in particular:

- Provide any necessary auxiliaries (electricians, fitters and other professionals) with the necessary level of qualifications, quantity and time required for the installation; the auxiliaries shall follow the instructions of the site supervisor. Exentec assumes no liability for these auxiliaries unless a defect or damage has been caused by an auxiliary due to the instructions of the site manager.
- Perform any construction, bedding and scaffolding work, including procurement of necessary building materials and construction aids.
- Provide any necessary equipment and heavy tools (e.g. lifting gear, scaffolding) including personnel required for their operation and use.
- Provide lighting, cranes, water, electricity and other necessary media, including the necessary connections up to the point of use.
- Provide sufficiently large, suitable, dry and lockable rooms in the vicinity of the place of performance for the storage of machine parts, materials and tools. The Client shall also provide sufficiently large, level and paved area free of charge which shall be situated such that arrival and departure, including the possibility of turning, is ensured with long-distance trucks or telescopic semi-trailers commercially available. In this area, the Client shall provide a lifting device suitable for unloading the materials, formwork and scaffolding, including operating personnel, each free of charge.
- Transport installation parts to the installation site, protect installation parts and materials from harmful influences of any kind and clean the installation site.
- Provide suitable, theft-proof/lockable recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid equipment and other protective equipment and clothing for the installation personnel.

The Client shall provide the above-mentioned assistance in due time.

4.2 The Client shall provide materials and perform any other actions which are necessary for adjustment of the plant being subject of the services and for the performance of an agreed testing. Client's technical assistance/support shall be provided in such a way that the installation personnel is able to begin the services immediately upon its arrival and to continue its services without delay until acceptance by the Client. If specific plans or instructions from Exentec are required, these shall be made available to the Client in due time.

4.3 Prior to Exentec's provision of services, the Client shall provide any documents, drawings and plans, in particular any information on the location of concealed electricity, gas, water and telecommunications lines or similar installations as well as structural data

necessary for the provision of the services, each free of charge and in due time.

4.4 If the Client does not fulfill its obligations, Exentec shall be entitled, but not be obliged, to perform the relevant actions incumbent on the Client in its place and at its expense after setting a deadline. Furthermore, Exentec's statutory rights and claims shall remain unaffected.

5. Coordination obligations of the Client

5.1 The Client shall maintain order on the construction site and coordinate the cooperation of the contractors.

5.2 The Client shall be responsible for the timely and defect-free completion of the preliminary work as well as for the coordination of third-party work.

5.3 The Client shall also be responsible for the following and shall procure at its own expense and risk:

- that any drawings and/or specifications and/or instructions on which the services will be based have been checked and that the dimensions and other data provided have been verified.
- that all work related to Exentec's services, but not being part of Exentec's scope of services, is carried out correctly and on time;
- that all obstacles to the construction project are removed prior to Exentec's provision of the services;
- that the Client's own regulations and instructions are in Exentec's possession in due time prior to Exentec's provision of the services, it being agreed that, if this is not the case, Exentec shall not be bound by such regulations and instructions;
- that all places where Exentec's services are to be provided are accessible by its means of transportation;
- that the Client has all the necessary permits for the construction project and the services;
- that the Client complies with all applicable legal provisions, regulations of the authorities, including but not limited to safety regulations;
- that Exentec's services can proceed without disruption and that no other work is being carried out at the same time that would impair the undisturbed provision of services
- that any charges are paid in due time and that any necessary barriers or lighting are installed prior to Exentec's provision of the services.

6. Additional expenses, changes

6.1 If Exentec's services are impeded or delayed by the Client's failure to cooperate, defective or delayed cooperation or other reasons within the Client's sphere of risk, the Client shall pay reasonable compensation, including but not limited to waiting times, personnel and provision costs as well as additional travel expenses in accordance with sections 304, 642 BGB. Further or other claims of Exentec shall remain unaffected.

6.2 If a construction contract has been agreed, the Client shall be entitled, in accordance with section 650b BGB, to demand changes to the agreed work success and changes that are necessary to achieve the agreed work success (hereinafter "**Changes**"). This right shall not apply to acceleration measures.

6.3 In case the Client requests a Change, Exentec shall prepare an offer for the additional or reduced remuneration resulting from the Change in accordance with section 650b BGB. This shall not apply if the execution of the Change is unreasonable for Exentec. Insofar as the Client bears the planning responsibility, it is also responsible for preparing the planning required for the Change.

6.4 The parties undertake to negotiate the offer promptly and cooperatively with the aim of avoiding delays and concluding agreements as soon as possible which conclusively regulate the additional or reduced costs and any consequences in terms of deadlines.

6.5 If the parties to a construction contract do not reach an agreement within 30 days of receipt of the Client's Change request, the Client may order the Change in text form.

6.6 If Exentec's services are extended due to additional requests by the Client, Exentec shall be entitled to compensation for its additional expenses. The amount of the remuneration for the Change shall be based on the costs actually required with reasonable surcharges for general business costs, risk and profit. Unless otherwise

agreed, a surcharge rate of 15% of the agreed remuneration shall be deemed reasonable.

6.7 Exentec may alternatively, at its discretion, use the approaches of its original calculation to calculate the remuneration for a supplement. It is assumed that the remuneration updated on the basis of an original calculation corresponds to the remuneration in accordance with section 6.6.

6.8 When calculating agreed advance payments or advance payments owed in accordance with section 632a BGB, Exentec may apply 80% of the additional remuneration specified in its offer in accordance with section 650b (1) sentence 2 BGB in the case of a construction contract if the parties have not agreed on the amount or if no court decision to the contrary is issued. Section 650c (3) BGB shall apply.

7. Scope of services

7.1 Exentec shall be entitled to plan and/or use material that deviates from the service description if the agreed material cannot be procured by Exentec with reasonable effort and the replacement material is at least equivalent to the agreed material in technical, functional and static terms.

7.2 Exentec shall only be obliged to review Client's preliminary work to the extent that, according to the regular circumstances, it can be expected to have excessive specialist knowledge vis-à-vis the Client. Exentec may also express concerns verbally. A suitable recipient of such a notification of concerns is any person who is commissioned by the Client with construction management functions on the construction site.

7.3 Exentec shall be entitled to award partial or complete services to subcontractors.

8. Service deadline, delays

Service deadlines shall be deemed to be met if the work result is ready for acceptance by the Client by the time it expires, or, ready for testing if testing is agreed.

9. Acceptance, transfer of risk

9.1 The Client shall be obliged to accept the services upon defect-free performance with undue delay. The Client may not refuse acceptance due to insignificant defects. Upon request of either party, acceptance shall take place formally. This shall also apply in the event of termination.

9.2 Upon request, self-contained parts of the service shall be accepted separately (partial acceptance).

9.3 If Exentec requests the Client to accept the services within a reasonable period upon performance and the Client does not refuse acceptance within the set period by stating at least one defect, acceptance shall be deemed to have taken place.

9.4 The use of a component by third parties prior to handover and acceptance by the Client shall be equivalent to a defect-free acceptance by the Client.

9.5 The risk shall pass to the Client upon acceptance. The statutory provisions on premature transfer of risk, e.g. due to default of acceptance, shall remain unaffected.

9.6 If the Client refuses acceptance in a construction contract, it shall cooperate in determining the condition of the work at Exentec's request. Section 650g BGB shall apply.

10. Liability for defects

10.1. Claims for defects shall not exist if damage is attributable to causes after the transfer of risk, such as natural wear and tear or improper use.

10.2. The Client shall be obliged to report defects without undue delay and shall describe them in a comprehensible manner (e.g. with the help of photo documentation).

10.3. Exentec shall at its discretion remedy defects either by repair or new production.

10.4. Only if the subsequent performance has failed, the Client may, at its discretion, demand a reduction of the remuneration (reduction) or rescission of the contract (withdrawal) or damages instead of performance within the scope of the limitations of liability of these

TCs. In case of a construction contract, the Client's right of withdrawal is excluded. The Client's right of termination shall remain unaffected.

10.5. In the case of minor defects, the Client shall have no right of withdrawal.

10.6. A reduction by the Client is only permissible if the remedy of the defect is i) either unreasonable for the Client, ii) impossible or iii) would require a disproportionately high effort and Exentec has therefore refused subsequent performance.

10.7. Exentec shall bear or reimburse the expenses necessary for inspection and subsequent performance, in particular transport, travel, labor and material costs, dismantling and installation costs, if any, in accordance with the statutory provisions and these TCs, if a defect proves to be defective. Otherwise, Exentec may demand reimbursement from the Client for costs incurred from an unjustified request to remedy a defect if the Client knew or could have recognized that there was no defect.

10.8. None of the declarations made under or in connection with the contract shall constitute a guarantee within the meaning of sections 276, 443, 444, 639 BGB unless expressly declared as such.

10.9. Claims for damages may only be asserted by the Client within the limits of the limitations of liability in these TCs.

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