

General Terms and Conditions

1. GENERAL

- (a) These general terms and conditions for sale and delivery (the "**GTC**") shall apply to and be binding for all deliveries of products ("**Product(s)**") and performances of ancillary obligations of Haag-Streit Holding AG and companies controlled by it or otherwise affiliated with it within the Haag-Streit group ("**HS**") to a purchaser (the "**Purchaser**"; HS and the Purchaser each a "**Party**" and, collectively, the "**Parties**").
- (b) Any offer to deliver any Product by HS to Purchaser is expressly conditioned upon Purchaser's acceptance of the GTC. The GTC and their exclusive applicability to deliveries of Products shall be deemed accepted by Purchaser and Purchaser waives the applicability of any other terms and conditions (i) even if a purchase order of Purchaser purports to make such purchase order subject to acceptance of terms and conditions conflicting with, additional, or different to the GTC, or (ii) in any case when Purchaser places a purchase order with HS or accepts a delivery of Products from HS.

2. OFFER AND CONCLUSION OF CONTRACT

- (a) Offers made by HS that do not include a deadline for acceptance are and remain non-binding.
- (b) A contract shall be deemed concluded upon the Purchaser's receipt of an order confirmation from HS (together with any enclosures thereto; the "**Order Confirmation**").

3. PRICES AND TERMS OF PAYMENT

3.1 Prices

- (a) Unless otherwise expressly agreed and confirmed in the Order Confirmation, all prices of HS shall be in the currency specified in the Order Confirmation, net, unpacked, ex works (EXW [location of the factory or any other place specified in the Order Confirmation], INCOTERMS 2020) and all ancillary costs such as freight, packaging, insurance, taxes and permits as well as installation and commissioning shall be borne by the Purchaser.
- (b) If the costs on which HS' calculation is based and which cannot be influenced by HS increase between the conclusion of the contract and the complete dispatch of all Products (e.g. for raw materials, wages, energy, public charges), HS reserves the right to increase the prices confirmed in the Order Confirmation accordingly.

3.2 Payment Terms

- (a) Unless otherwise confirmed in the Order Confirmation, payment terms shall be 30 days net from the date of invoice.
- (b) Payments shall be made by the Purchaser without any deductions of any kind such as discounts, expenses, taxes, and fees.
- (c) HS shall be entitled to withhold further deliveries of Products and to charge default interest in the amount of 8% p.a. in case of payment default. Further claims of HS remain reserved.

- (d) HS shall be entitled to make or render outstanding deliveries of Products only against advance payment or provision of security if, after conclusion of the contract, it becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the Purchaser or which jeopardize the payment of outstanding receivables of HS by the Purchaser arising from the respective contractual relationship.

4. DELIVERY

4.1 Scope of Delivery

- (a) Only the Order Confirmation is authoritative for the scope and execution of the delivery of Products.
- (b) Further deliveries and other services not expressly included therein shall be charged additionally.
- (c) Changes to the Order Confirmation initiated by HS can always be made by HS, provided that they result in an improvement for the Purchaser.
- (d) HS brochures, catalogs, and other sales materials are not binding without express written agreement. Specifications in technical documents are only binding for a delivery of Products if they have been expressly assured in writing.
- (e) Deliveries of Products in parts are permissible if (i) the delivery in parts is usable for the Purchaser within the scope of the contractual intended purpose, (ii) the delivery of the remaining Products ordered is ensured, and (iii) the Purchaser does not incur any significant additional expenses or costs as a result (unless HS agrees to bear such additional expenses or costs).

4.2 Regulations in the country of destination

The Purchaser shall expressly inform HS as to all laws, regulations, or standards in the country of destination applicable to any execution or performance of a delivery of Products, their operation, and pertinent health and safety concerns no later than upon placing of an order.

4.3 Delivery Times

- (a) The delivery period shall commence upon conclusion of the contract, but not before the Purchaser has fully clarified all technical issues, including the necessary official or other formalities.
- (b) The delivery period shall be reasonably extended (i) if the information required for the execution of the delivery of Products is not received by HS in due time or if such information is subsequently modified by the Purchaser in agreement with HS, (ii) if agreed payment periods are not observed, letters of credit are opened with delay, required import licenses or other official permits are not received by HS in due time, or if the Purchaser otherwise fails to cooperate or delays cooperation required for the delivery of Products concerned, (iii) if the Purchaser fails to make advance payments or provide security pursuant to Sec. 3.2(d), (iv) in case of force majeure (para. 7), and/or (v) in case of delivery delays on the part of suppliers of HS ("**Subsupplier**"), unless HS is responsible for the reason of the delivery delay on the part of the Subsupplier.

4.4 Packing, Transport and Insurance

- (a) Unless otherwise agreed, packaging shall be invoiced separately by HS at cost.
- (b) HS must be informed in good time of any special requests regarding shipping and insurance. HS endeavor to reasonably take these into account.

4.5 Retention of Title

- (a) HS retains ownership of and title to Products delivered until receipt of payment in full. The Purchaser is obliged to take all measures required to protect the property of HS and to treat all Products subject to retention of title with due care for the duration of the retention of title.
- (b) The Purchaser shall not be entitled to pledge any Products subject to retention of title, to assign them by way of security, or to make any other dispositions endangering the property of HS. In the event of seizure or other interventions by third parties, the Purchaser shall immediately notify HS in writing and provide all necessary information, inform the third party of HS's ownership rights, and generally cooperate with HS to protect affected Products subject to retention of title. Insofar as the third party is not in a position to reimburse HS for the judicial and extrajudicial costs incurred to enforce HS' property rights, the Purchaser shall be obliged to compensate HS for the resulting loss, unless the Purchaser is not at fault.
- (c) In the event of a breach of contract, in particular in the event of default of payment by the Purchaser, HS shall be entitled, without prejudice to its other rights and remedies available to it, to rescind the contract after expiry of a reasonable grace period granted by HS. The Purchaser shall immediately grant HS or its agents access to all affected Products subject to retention of title and surrender them. After due notice, HS may otherwise dispose of such Products subject to retention of title in order to satisfy its due claims against the Purchaser.

4.6 Software and Related Rights

- (a) If Products include software, HS shall retain ownership of the software and associated intellectual property rights as well as its documentation and any updates. In this respect, the Purchaser shall receive a non-exclusive, non-transferable right of use for the agreed operation of the specific Product.
- (b) The Purchaser undertakes not to make the software, updates, or documentation available to third parties without the prior written consent of HS and also not to reproduce it for its own purposes, except for a backup copy for its own use.
- (c) If the software included in Products infringes intellectual property rights, including copyrights, of a third party, HS shall, at its own discretion and expense, either (i) modify or replace the Products in such a way that no third party rights are infringed, but with the Products continuing to fulfill all contractually agreed functionality, or (ii) procure the corresponding right of use for the Purchaser by concluding a license agreement. Any claims for damages by the Purchaser shall be subject to the limitations set forth in sec. 5.

5. WARRANTIES, CLAIMS FOR DEFECTS, LIABILITY, AND UPDATES

5.1 Warranties

- (a) Subject to the provisions pursuant to para. 5.2, HS warrants that (i) its Products are free from defects in workmanship and material at the time of passing of risk, and (ii) meet all agreed specifications.
- (b) Only the specifications expressly stated on the Order Confirmation or the corresponding instructions for use shall be deemed represented or warranted. Any deviations or extensions thereof, whether written or oral, that go beyond or deviate from these are not authorized and are non-binding. In particular, the following shall apply:
 - (i) HS reserves the right to make changes to the design, the choice of materials and components, the specification and the type of construction even after sending an Order Confirmation, provided that these changes do not contradict either the Order Confirmation or the Purchaser's specification; for the avoidance of doubt, such changes are not warranted or agreed characteristics.
 - (ii) Information concerning the Products (e.g. weight, dimensions, etc.) as well as representations of the same (e.g. drawings and illustrations) are only approximations, unless the usability for the contractually intended purpose requires an exact match. They are not warranted or agreed characteristics, but merely descriptions or suitable for identification only. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements are permissible insofar as they do not impair the usability for the contractually intended purpose.
- (c) The Purchaser acknowledges that HS does not make and has not made any representations and warranties, either implied or express, with respect to any Products other than those made herein, and the Purchaser does not rely and has not relied on any such further representations and warranties.
- (d) HS does not assume any guarantees, in particular no quality or durability guarantees, unless otherwise expressly agreed in writing in individual cases.

5.2 Claims for Defects

5.2.1 Inspection and Notice of Defects

- (a) The Purchaser shall inspect Products immediately after receipt, if reasonable also by trial use, and shall notify HS in writing of any apparent defects in reasonable detail and, if possible, enclosing or providing documents and information capable of documenting such defect, without undue delay, but in any event no later than within 20 (twenty) working days of receipt. HS must also be notified in writing of any hidden defects in a reasonable level of detail and, if possible, enclosing or providing documents and information capable of documenting such a defect, without undue delay after their discovery.
- (b) In addition, the Purchaser must notify the carrier in writing of any externally visible transport damages and losses upon receipt of Products. If transport damages and losses are not externally recognizable, the Purchaser must notify the carrier in writing of the transport damages and losses within three days of receipt of Products at the

latest. The Purchaser shall also notify HS thereof in writing within the aforementioned periods.

- (c) For defects not reported in a timely and proper manner, any obligations of HS under this sec. 5.2 are expressly excluded.

5.2.2 Cure / Subsequent Delivery

- (a) HS shall remedy, at its own expense, any Defects which the Purchaser notifies to HS by means of a notice of defects pursuant to Sec. 5.2.1. In doing so, HS shall decide whether a Product shall be replaced or repaired. Such repair can, at the sole discretion of HS, be carried out by HS or by service partners commissioned by HS.
- (b) HS reserves the right to replace a defective Product with a functionally compatible successor model if an identical model is no longer available or to make modifications to it that do not negatively affect the specified functionalities of the Product.
- (c) All replaced Products, components, parts and equipment must be handed over to HS by the Purchaser and shall become the property of HS without compensation once the defect has been remedied.

5.2.3 Compensation for Damages

For defects which the Purchaser notifies HS of by means of a notice of defect pursuant to Sec. 5.2.1 and which HS has not cured pursuant to sec. 5.2.2, HS shall be liable to the Purchaser, subject to Clause 5.2.5 up to a maximum amount equal to price of the Products.

5.2.4 Time Limitation

- (a) Claims of the Purchaser due to defects shall in any case become time-barred after 24 months from the date of dispatch of the Products (date of delivery bill).
- (b) The remedy of a defect shall not interrupt or extend the warranty period pursuant to this sec. 5.2.4, subject only to sec. 5.2.4(c).
- (c) For spare parts, consumable parts, repairs and replaced devices/components, HS grants the following limitation periods, unless otherwise noted, from the date of dispatch of the Products (date of delivery bill):
 - (i) For spare parts: 12 months.
 - (ii) For consumable parts: 6 months.
 - (iii) For on-site repairs: 12 months from the date of the completed repair (date of repair protocol).
 - (iv) For factory repairs: 12 months on the replaced components, parts, and services performed.
 - (v) When replacing devices/components: 12 months on the replaced Products.

In case of a warranty period still running, the remaining term of the replaced Products will be transferred to the serial number of the new Products.

The reductions of the statute of limitations regulated in these provisions shall not apply to the unlimited liability of HS in case of injury to life, body or health, as well as in case of intent and gross negligence.

5.2.5 Limitations and Exclusions of Liability

- (a) HS's liability is excluded or reduced as follows:
- (i) For defects or damage which are not due to material or manufacturing defects.
 - (ii) For defects or damage to other products or equipment of HS (for these, reference is made to the applicable terms and conditions of sale and delivery and the applicable warranty provisions).
 - (iii) For any consequential damage to Products and/or to any other equipment, devices and installations.
 - (iv) For Products where a serial or part number has been altered, defaced, and/or removed.
 - (v) For defects or damages, as far as they were caused, contributed to, or increased by disregarding the installation, operation, or maintenance manual of HS, due to improper installation, lack of care or maintenance, or due to unauthorized interventions, modifications, or repair attempts carried out without the consent of HS, in particular as far as defects or damages result from installation, configuration, and/or application errors, configuration and/or application errors by the use of untrained and unqualified personnel, by the use of unauthorized or unsuitable consumables, components, or parts, or by neglected, careless, or unprofessional maintenance.
 - (vi) For defects or damage, insofar as they were caused, contributed to, or increased by disregarding the applicable standards/guidelines and safety regulations or HS' instructions.
 - (vii) For any wear and tear due to use and any other natural wear and tear, for example of electrical or mechanical or other parts of the Products.
 - (viii) For defects or damage insofar as they have been caused, contributed to, or increased by improper use, environmental conditions outside the published specifications, unsuitable operating conditions or overload.
 - (ix) For defects or damage insofar as they have been caused, contributed to, or increased by force, foreign bodies, power failures, force majeure or other events beyond the control of HS.
 - (x) For defects or damage to the Products, insofar as they contain spare parts that are neither HS original spare parts nor spare parts approved by HS.

With the use of services of HS according to sec. 5.2.2 the Purchaser acknowledges that HS shall be entitled to invoice the Purchaser as principal for the expenses and costs incurred directly or indirectly as a result of the corresponding provision of services at the rates applicable at that time if one of the above-mentioned facts is ascertained in the course of the provision of services or subsequently. Further claims of HS shall remain reserved.

- (b) No claims for defects shall arise insofar as the Purchaser or third parties have carried out improper modifications or repairs themselves or insofar as the Purchaser, after a

defect has occurred, does not immediately take all appropriate measures to minimize the damage and give HS the opportunity to remedy the defect.

- (c) To the extent permitted by law, HS disclaims any further liability or warranty vis-à-vis the Purchaser, namely liability for consequential damages, indirect damages, third party damages, and/or damages or reimbursement of expenses of any kind as well as indirect and/or consequential damages. This exclusion of liability shall not apply in case of a mandatory liability of HS according to applicable statutory product liability, as well as in cases of gross negligence or willful misconduct.

5.2.6 Remedies Exclusive

The remedies under this Section 5 are in lieu of (and not in addition to) the remedies provided by law.

5.3 Updates

If software updates provided by HS are not carried out by the Purchaser in the prescribed form and within the prescribed period, all claims of the Purchaser pursuant to this Clause 5 shall be forfeited.

6. DUTY TO COOPERATE

6.1 Maintenance

In order to ensure the proper functionality of the devices, regular maintenance of the Products may be required. These are to be carried out by the Purchaser in accordance with the user manual. The consumables, components, or parts required for this can be purchased from HS. Maintenance work may only be carried out by trained specialist personnel certified by HS.

6.2 Repairs

Repair work may only be carried out by personnel trained and certified by HS.

6.3 Breach of the Purchaser 's Duty to Cooperate

If the Purchaser is in default of acceptance or breaches other duties to cooperate, HS shall be entitled to claim compensation from the Purchaser for any damage incurred by HS in this respect, including any additional expenses. In such a case, the risk of accidental loss or accidental deterioration of the Products shall pass to the Purchaser at the latest at the time when the Purchaser has defaulted in accepting the delivery of Products or has breached his obligations to cooperate. Further claims of HS shall remain reserved.

7. FORCE MAJEURE

- (a) In cases of force majeure, there shall be no breach of contract or obligation to pay damages and any delivery periods shall be extended accordingly.
- (b) Force majeure is an external, extraordinary and unforeseeable event that cannot be prevented even by the due diligence of the affected party, such as fire, severe weather, earthquakes or other natural disasters, traffic accidents, hostage situations, wars, riots, strikes or other labor disputes, epidemics and pandemics, significant operational disruptions not caused by HS, cyber attacks, late or defective delivery of the required raw materials, semi-finished or finished goods, governmental measures or omissions.

8. FINAL PROVISIONS

- (a) The Purchaser may only set off its claims against claims of HS if its claims are undisputed or final and binding. HS – for the avoidance of doubt, irrespective of the specific group company – may set off claims against the Purchaser.
- (b) Should any provision of these GTC be or become invalid or should these GTC contain a gap, the validity and enforceability of the remaining provisions shall remain unaffected.
- (c) The Purchaser may not assign or transfer the rights granted to it under these GTC to any third party without the prior written consent of HS.

9. JURISDICTION AND APPLICABLE LAW

- (a) All disputes arising out of or in connection with a delivery of Products, these GTC, and the legal relations related thereto shall be subject to the exclusive jurisdiction of the courts having jurisdiction for Stuttgart, Germany.
- (b) All deliveries of Products, these GTC and all legal relations in connection therewith shall be governed in all respects by the law of the Federal Republic of Germany (excluding the provisions of the Vienna Convention on the International Sale of Goods; CISG).