

General Terms of Delivery of Vectoflow GmbH

1. Applicability

- 1.1 Unless expressly agreed otherwise, we, Vectoflow GmbH, perform deliveries and services in accordance with the following Terms of Delivery. This also applies to all follow-up orders without requiring a specific reference. Repairs and installations are subject to separate terms.
- 1.2 We expressly object to all other terms and conditions, whether these are your terms or those of third parties.
- 1.3 Any agreements deviating from these Terms of Delivery require the text form. Verbal agreements require confirmation in text form.
- 1.4 These Terms of Delivery apply to business dealings with merchants.

2. Offers and conclusion of a contract

- 2.1 Our offers are subject to change and non-binding, unless they are expressly marked as being binding or if they are provided with a certain acceptance period. The orders you place thereupon shall be binding and can be accepted by us within 14 days from receipt. Prior sales are reserved in the exceptional case that offers are binding.
- 2.2 Contracts for binding orders shall take effect only upon our order confirmation. You are obligated to review this confirmation in all its parts and object to any discrepancies in writing and without delay.
- 2.3 Approximate values as customary in the industry shall apply to all technical data, information on materials, etc., unless the offer expressly indicates them to be binding. Commercially common deviations and deviations that occur due to legal regulations or technical improvements, and the replacement of components by equivalent parts shall be permissible, insofar as they do not compromise the usability for the contractually intended purpose. Notifications in the event of changes shall be given only if a guarantee of quality is affected.
- 2.4 We shall charge costs for requested samples based on our regular daily rates.

3. Documents, industrial property rights, software

- 3.1 All (analogue and digital) records and documents made available by us shall remain our property. These must not be made accessible to third parties without our prior written agreement. If you do not place the order, they shall be returned to us completely on our request, including any and all copies that may have been made.
- 3.2 The information contained in catalogues, brochures, and other written documents shall be reviewed by you for suitability for the planned use prior to acceptance and use. This shall also apply

to the selection of suitable materials. You are required to inform yourself about the product's possible uses.

- 3.3 We are not obligated to check your information and/or specifications for correctness, practicability, and/or legal compliance; you shall exclusively warrant for the correctness of this information. This also applies in particular to any resulting liability for potential infringements on industrial property rights or copyrights.
- 3.4 You warrant that no proprietary rights infringements are associated with the performance of the contract based on products, drawings or samples that have been provided by you or on your behalf. You shall compensate us for any costs and related expenses incurred by us for our defence in potential proceedings.
- 3.5 Drawings, drafts, and contributions to discussions created in the course of contract negotiations shall be non-binding. You shall have no grounds to bring any claims whatsoever against us or our employees based on such documents or services, except in case we had acted with intent or gross negligence.
- 3.6 Software, if any is included in the items of delivery, shall be based on the respectively latest state of technology. This state of technology can change. Any resulting requirements for adjustment and optimisation shall be contracted separately. Unless expressly agreed otherwise, no rights to the software will be granted. In particular, all rights pursuant to Sec. 69c UrhG [German Copyright Act] remain reserved.

4. Period and scope of delivery

- 4.1 Delivery periods and delivery dates are understood to be non-committal guidance, unless they are expressly agreed as binding. Delivery periods shall begin on the complete resolution of all technical and commercial questions and end on the dispatch or notification of the readiness for shipment. Furthermore, compliance with delivery periods and delivery dates requires that your obligations, especially any payment obligations, are met.
- 4.2 If you request changes, the delivery period shall begin anew as of the date of the changed order confirmation. The costs for the change shall be borne by the client.
- 4.3 We do not accept any liability for delays in delivery or impossibility of delivery in consequence of force majeure and similar, or due to any unpredictable events outside of our responsibility such as refusal of authorities to grant approvals, labour disputes, pandemics, etc. If such events are temporary, the delivery periods and delivery dates shall be extended by the period of the obstruction plus an appropriate lead time.
- 4.4 In cases of non-compliance with the contract or belated delivery, including after expiration of a period that has been set for us, we shall be liable solely for intent, gross negligence or breach of essential contractual duties. A reversal of the burden of proof to your disadvantage is not tied to the foregoing provision.
- 4.5 Your right of withdrawal after unsuccessful expiration of an appropriate grace period that has been set to us remains unaffected.
- 4.6 Part deliveries shall be permissible insofar as they are reasonably acceptable to you.

- 4.7 Unless expressly agreed otherwise, our items of delivery serve for testing purposes and they are intended for neither resale nor use in serial products.

5. Place of delivery, dispatch, transfer of risk

- 5.1 Deliveries will be made ex-factory. The place of performance for all obligations arising from the contractual relationship is our production site. If we also owe installation, the place of performance shall be the place where the installation is to take place.
- 5.2 The risk shall transfer to you in general upon the notification of completion.
- 5.3 If shipment is agreed, it will be made at your cost and risk. If you do not provide specifications for the shipment, we shall select the shipment method at our equitable discretion. On request, we will obtain insurance at your cost for the shipment covering breakage, transport, and fire damages.

In the case of shipment, including freight-paid shipment, the risk shall transfer to you on the handover to the carrier or freight forwarder.

- 5.4 If setup or installation is agreed, the risk shall transfer to you on notification of the completed setup or installation.

6. Prices

- 6.1 All prices apply ex-factory plus freight/postage, packaging, insurance, and the respectively valid statutory value added tax. Costs for commissioning, installation, calibration or similar services will be invoiced separately.

7. Payment

- 7.1 Invoices shall be payable in EURO, without deductions and free of expenses, within 7 calendar days from receipt. Risk and costs of the payment process shall be borne by you.
- 7.2 If you fail to make payment on the due date, outstanding amounts will incur interest as of the due date in the amount of 9 percentage points above the base interest rate of the European Central Bank. You have the right to prove a lesser damage. Our further claims, in particular in the event of default, remain unaffected.
- 7.3 You may offset or claim a right of withholding only against claims that are uncontested or established as final and absolute, and against such that result from the same order.
- 7.4 Costs for deposits, letters of credit in the case of international transactions or similar shall be borne by you.

8. Liability for material defects

- 8.1 You shall inspect our deliveries for potential defects without delay upon receipt. Notification of visible defects shall be given in writing within 7 working days and notification of hidden defects within 7 working days from discovery. If defects are not notified within these periods, they will be deemed approved.
- 8.2 The warranty period is one year from delivery.
- 8.3 If a defect cannot be rectified within an appropriate period, you shall have the right to withdraw from the purchase agreement or demand that the payable amount be lowered (reduction).
- 8.4 All warranty claims for material defects shall be lost as soon as the product was processed or installed if the defects could have been discovered by you with reasonable efforts prior to installation or processing. This shall not apply if we or our managerial employees or vicarious agents are accused of gross negligence, injury of life, body or health, or if liability for breach of an essential contractual duty applies or compulsory liability applies according to the Product Liability Act.
- 8.5 Unless expressly agreed otherwise, we do not give any guarantee for a certain lifetime of the products; in particular not under tougher or previously unknown operating conditions. Claims are excluded in the event of early destruction.
- 8.6 We also only give a warranty for material defects regarding the compliance of the design with specifications of products that have been made by us according to your drawings or specifications. Compulsory liability pursuant to the Product Liability Act and for intent and gross negligence remains unaffected.
- 8.7 Warranty for material defects does not cover natural wear and tear, nor damages that are caused after the transfer of risk in consequence of improper or careless treatment, or by any use not in accordance with specifications or the contract.
- 8.8 Warranty for material defects that do not or only insignificantly impair the value or suitability for use is likewise excluded.
- 8.9 Rights of recourse pursuant to Sec. 478, Sec. 479 BGB [German Civil Code] shall apply only insofar as the consumer was entitled to forward the claim and only to the statutory extent, whereas not for regulations of goodwill not agreed with us, while only on the premise that the personal obligations of the party holding the right of recourse are fulfilled, in particular their duty to observe the requirements regarding notifications of defects.

9. Liability

- 9.1 Your claims for compensation of damages and the refund of expenses – regardless of the legal reason and including such based on tortious act or for compensation of damages from defects or consequential damage from defects, or for culpable breach of collateral contractual duties, or based on lost profit – are excluded. This shall not apply if we or our managerial employees or vicarious agents are accused of gross negligence, injury of life, body or health, or if liability for breach of an essential contractual duty applies or compulsory liability applies according to the Product Liability Act. Essential duties of the contract are the obligations for the timely delivery and installation of the products, the absence of defects of title and the absence of such material defects, which impair the functioning or suitability for use of the item of delivery more than just insignificantly, as well as obligations

for advising, duties of protection and care, which are to enable you to use of the items of delivery in accordance with the contract or which have the purpose of protecting life and limb of your personnel or protecting your property against substantial damages.

- 9.2 Liability shall be limited to compensation of the predictable damages typical for the contract in case essential contractual duties are breached without intent or gross negligence and if the breach is neither an injury to life, body or health nor a breach of a guarantee of quality.
- 9.3 Materials provided by you shall be insured at our site merely for theft. Liability for loss or deterioration of this material shall apply only in case of intent or gross negligence by us, our managerial employees or our vicarious agents.
- 9.4 Your information and remarks, in particular regarding the use of the items of delivery, shall be binding for us exclusively if they are provided in writing or text form.
- 9.5 The statutory provisions regarding the burden of proof shall remain unaffected.

10. Reservation of title

- 10.1 The item of delivery shall remain our property up until the complete payment of all due claims, which we hold or acquire based on the business relationship with you. While this reservation of title applies, you are not authorised to pledge the item of delivery nor transfer it by way of security to any third party without our agreement. We shall be notified immediately of any attachment by third parties.
- 10.2 If you process the item of delivery to create a new object, the processing shall take place on our behalf. You shall not acquire ownership pursuant to Sec. 950 BGB. In the case the item of delivery is processed, mixed or converted into products that are not our property, we shall acquire a co-ownership of the new object in proportion of the invoice value of the products delivered by us to the other products at the time of the processing. You shall retain the new object for us with the care of a prudent merchant. The new object shall be deemed the item of delivery within the meaning of this Sec. 10.
- 10.3 You shall assign your claims arising from the resale of the item of delivery by way of security to us on this day already – if we are merely co-owners, this assignment shall be made in proportion of our co-ownership share. If the item of delivery is resold together with other products that are not our property for one price for all, you shall assign your claims arising from the resale to us on this day already, in the proportionate amount equalling the value of our items of delivery in the complete delivery.
- 10.4 You shall also assign the claims to us by way of security, which arise against a third party in result of combining the items of delivery with a property.
- 10.5 You are revocably authorised to collect the receivables resulting from a resale in the course of ordinary business. Irrespective thereof, we shall have the right to collect the receivables on our own if you have breached your obligations under this contract, in particular in case of default of payment. On request, you shall name the debtors of the assigned receivables and notify them of the assignment. An enforcement of the reservation of title and demanding the return of items of delivery in particular constitutes a withdrawal from the contract.

10.6 We shall release the securities in our entitlement at our discretion on your request to the extent that the realisable value of the securities exceeds the value of the receivables to be collateralised by more than 10%.

11. Impartiality of the calibration laboratory

11.1 The activities of our calibration laboratory are carried out impartially and are structured and managed in such a way as to ensure impartiality.

12 Confidentiality

12.1 All customer data will be treated confidentially. Violation requires mutual agreement.

13. Choice of law, place of jurisdiction

13.1 Exclusively the law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The contract language is German.

13.2 If you are a merchant, legal entity of public law or public-law investment fund, the place of jurisdiction for both parties, including for disputes in summary procedures based on documentary evidence or regarding bills of exchange or cheques, is the place of jurisdiction at our registered office. We are also entitled to file claims against you in any other statutory place of jurisdiction.

14. Severability clause

Any invalidity of individual provisions of a contract, including these Terms of Delivery, shall have no effect on the validity of the remaining provisions.