General Terms and Conditions of Sale and Delivery of Promicron AG

English translation of the German original "Allgemeine Verkaufs- und Lieferbedingungen der Promicron AG", version 01.07.2026, provided for information purposes. The German version is the sole authoritative version; in the event of any discrepancy or dispute as to interpretation, the German version prevails.

Promicron AG, Bachmühlweg 24, 74366 Kirchheim am Neckar, Germany (hereinafter "**Promicron**") sells and delivers products (hereinafter the "**Products**") to Entrepreneurs as defined below (hereinafter the "**Customer**") on the basis of the following general terms and conditions (hereinafter the "**GTC Document**"), unless Promicron and the Customer have expressly agreed otherwise in an individual case in Text Form, as defined below, by offer and acceptance (hereinafter the "**Contract**").

§ 1 General provisions and definitions

(1) Conflicting or other terms and conditions, in particular the Customer's general terms and conditions of purchase, shall not apply, not even where Promicron performs a Contract without expressly objecting to such terms and conditions.

(2) Every offer and its acceptance require Text Form in order to be effective. Collateral and supplementary agreements, specifications, warranties, representations, guarantees, certifications and other agreements between Promicron and the Customer are likewise effective only if made in Text Form.

(3) All offers made by Promicron are non-binding and subject to change unless Promicron expressly designates the offer as binding upon Promicron. Promicron may accept offers received from the Customer within two weeks of receipt of the offer, unless the Customer stipulates a longer period in its offer.

(4) "**Entrepreneur**" (Unternehmer) means any natural person, legal person or partnership having legal capacity which, when concluding contracts, acts in the exercise of its commercial or independent professional activity.

(5) "**Text Form**" (Textform) means any declaration in a legible and durable format, for example by e-mail or in another digital format, without the requirement of a handwritten signature.

(6) This GTC Document also applies to all future transactions of the same kind between Promicron and the Customer, even if no express reference is made to it again. The version in force at the time the Contract is concluded shall be decisive in each case.

§ 2 Delivery

(1) Promicron's delivery obligations are governed exclusively by the order confirmation issued by Promicron in Text Form. The commencement of any delivery period stated by Promicron presupposes that all technical questions have been clarified and that the Customer has provided, in good time, the cooperation, materials and approvals incumbent upon it. Delays attributable to these reasons extend the delivery period accordingly.

(2) Promicron is entitled to make partial deliveries provided that Promicron has informed the Customer thereof in advance in Text Form. The Customer may reject such partial deliveries by notice in Text Form if they are unreasonable for the Customer and the Customer states legitimate reasons for this to Promicron in that notice before the partial delivery. Where a partial delivery is permissible, Promicron may issue partial invoices.

(3) The Products are delivered FCA (Free Carrier), Promicron site, Bachmühlweg 24, 74366 Kirchheim am Neckar, Germany, in accordance with Incoterms® 2020.

(4) Where the Products contain software or are accompanied by software, the respective end user licence agreement applies unless otherwise agreed in the Contract.

(5) Promicron's delivery obligations towards the Customer are subject to proper and contractually compliant supply by upstream suppliers and contract manufacturers. This reservation applies only if Promicron has concluded a congruent covering transaction (kongruentes Deckungsgeschäft) with the respective upstream

supplier or contract manufacturer and is not responsible for the failure of supply. Should such proper and contractually compliant supply by upstream suppliers or contract manufacturers fail to materialise, Promicron will inform the Customer thereof without undue delay in Text Form and advise the Customer of any effects on delivery dates, delivery periods or the number of Products affected. Sentences 2 and 3 of § 2 (6) apply accordingly.

(6) Delays in delivery, restrictions on delivery or failures to deliver resulting from military mobilisation, war, riot, strike, lawful lockout, epidemics, pandemics, non-performance of contractual obligations by the Customer or other unforeseen impediments which lie outside Promicron’s reasonable control and for which Promicron is not responsible shall result in the delivery date or delivery period being postponed or extended by the duration of the impediment. If the impediment persists for more than three (3) months, Promicron is entitled to withdraw from the Contract without incurring liability. In this case, advance payments made by the Customer will be refunded by Promicron, subject to deductions permitted by law.

(7) If Promicron is in default of delivery or fails to deliver, Promicron’s liability for damage arising from the delay or non-delivery, damages in addition to performance, is limited in accordance with § 4 (2) of this GTC Document and, in addition to the annual liability cap set out in § 4 (2), limited to five (5) % of the price of the Products affected by the delayed delivery or non-delivery and, in the case of liability for damages in lieu of performance, to thirty (30) % of the price of those Products. These limitations do not apply where the delayed delivery or non-delivery is based on gross negligence or wilful misconduct on the part of Promicron, nor to damage arising from injury to body, life or health.

(8) If the Customer is entitled under applicable law to terminate the Contract for convenience prior to delivery by notice in Text Form, Promicron AG is entitled to charge 50 % of the net contract value in order to cover in part the costs incurred and the profit lost as a result of such early termination. Further remedies available to Promicron under applicable law remain unaffected. The Customer is permitted to prove that the costs and losses are lower.

(9) Promicron reserves all title, copyright and other proprietary rights in all illustrations, drawings, calculations, specifications, models, samples and other documents provided by Promicron. The Customer may use them exclusively for the purpose contemplated by the Contract and may make them accessible to third parties only with Promicron’s prior consent in Text Form; this applies irrespective of whether Promicron has marked them as confidential. If no Contract is concluded, or once the Contract has been performed, the documents must, upon request, be returned in full or deleted.

(10) Promicron is entitled to modify the design and construction as well as the technical data and performance characteristics of the Products, provided that the modifications serve technical progress, do not impair the specification agreed in the Contract or the intended usability, and are reasonable for the Customer. Promicron will notify the Customer of material modifications in advance in Text Form.

§ 3 Limited warranty

(1) Promicron warrants that, at the respective time of their delivery, the Products (i) meet the specifications agreed in the Contract and, in the absence of any such agreement, exhibit the characteristics stated or published by Promicron, hereinafter the “Product Specification”, and (ii) are free from defects in material and workmanship. Promicron’s obligations under this warranty are fulfilled, at Promicron’s option, by repair or replacement delivery of defective Products at Promicron’s expense (supplementary performance, Nacherfüllung), unless otherwise agreed between Promicron and the Customer in Text Form.

(2) The Products may be used only for the purposes and applications recommended or approved by Promicron in the specification agreed in each case or in the published Product Specification, hereinafter the “Intended Use”. If the Customer requires the Products for other purposes or applications, the Customer must, at its own expense and responsibility, ensure and verify their particular suitability and their compliance with all relevant technical, statutory or regulatory requirements before the intended use. In particular, the Intended Use does not include the use of the Products in life-sustaining or life-supporting medical devices, in military systems, in nuclear facilities, in aviation and aerospace systems, in combustion control systems, in safety equipment, or in devices or systems in which a failure or malfunction of the Products could reasonably be expected to result in injury to life, body or health or in exceptionally high damage to property and/or financial loss. If the Customer nevertheless uses the Products for purposes other than the Intended Use, this is done solely at the Customer’s responsibility and risk.

(3) Warranty claims of the Customer presuppose that the Customer complies with its statutory duty to give notice of defects, whether as a result of a mandatory incoming goods inspection or upon becoming aware of a defect. The Customer must give such notice of defects in Text Form.

(4) Products duly notified as defective by the Customer must be returned to Promicron for examination, provided that the return is made under a Return Material Authorization (RMA) number obtained from Promicron. The Customer must use Promicron's original packaging for the return. In the case of justified warranty claims, Promicron bears the transport costs. In the case of unjustified complaints, the Customer must reimburse Promicron for all expenses arising from such complaints, including but not limited to transport and analysis costs, unless the Customer proves that, even when exercising due care, it could not have recognised that the complaint was unfounded.

(5) If Promicron fails to fulfil its warranty obligations, if supplementary performance fails or if it is unreasonable for the Customer, the Customer may reduce the remuneration or withdraw from the Contract, provided that all further statutory requirements for these remedies are met. Claims for damages or for reimbursement of costs exceeding the transport costs referred to above exist only in accordance with § 4.

(6) The limitation period for the Customer's warranty claims is one (1) year. This period applies to claims based on or resulting from defects and runs from delivery of the Products to the Customer. For all other claims, including claims in tort, the period commences upon the Customer's knowledge, or grossly negligent lack of knowledge, of the circumstances giving rise to the claim and of the identity of the obligor. Insofar as Products have been used for a building in accordance with their customary use, and/or insofar as a defect in a Product results in injury to life, body or health or is based on fraudulent concealment, intent or gross negligence on the part of Promicron, the statutory limitation periods apply exclusively.

§ 4 Limited liability

(1) Claims for damages by the Customer are excluded unless the damage was caused intentionally or by gross negligence on the part of Promicron or its legal representatives or vicarious agents, or unless the damage is based on a breach of a material contractual obligation of Promicron (a "Cardinal Obligation"). Material contractual obligations within this meaning are those obligations whose fulfilment is a precondition for the proper performance of the Contract and on whose observance the Customer may regularly rely.

(2) Where Promicron breaches a material contractual obligation merely negligently, Promicron's liability is limited to the typical damage foreseeable at the time the Contract was concluded. Liability for indirect damage and consequential damage, in particular for lost profit, loss of revenue, business interruption and/or loss of enterprise value, is excluded to the extent that such damage was not typical of the Contract and foreseeable at the time the Contract was concluded. Promicron's liability is additionally limited to an amount of EUR one (1) million per calendar year. This limitation constitutes an overall cap and does not increase by reason of the existence of several claims, irrespective of when they arise and of their nature or extent. In addition, the limitations of liability set out in § 2 (7) apply to damage arising from delayed delivery or non-delivery of Products.

(3) The exclusions and limitations of liability referred to in § 4 (1) and § 4 (2) do not apply in cases in which the damage was caused intentionally or by gross negligence on the part of Promicron or its legal representatives or vicarious agents, nor in cases in which the damage results from death or personal injury caused by the Products, nor in other cases in which liability cannot be limited under mandatory statutory law. Liability under the German Product Liability Act (Produkthaftungsgesetz) and liability arising from the assumption of a guarantee or of a procurement risk remain unaffected.

(4) The exclusions and limitations of liability set out in § 4 (1) and § 4 (2) apply accordingly to any claim by the Customer for reimbursement of costs and expenses and to any other claim by the Customer for compensation.

(5) Insofar as Promicron's liability is excluded or limited under this § 4, this also applies to the personal liability of Promicron's legal representatives, corporate officers, employees, agents and vicarious agents.

§ 5 Prices and terms of payment

(1) The prices agreed in the Contract are net prices, exclusive of fees, charges, customs duties and taxes such as value added tax, include standard packaging customary in the industry – special packaging is charged separately – and are payable without deduction; the delivery term is governed exclusively by § 2 (3) of this GTC Document. Customs duties and import charges are additionally governed by § 5 (6).

(2) Payment is made in the currency agreed in the Contract, by the means of payment specified by Promicron and at the place of payment specified by Promicron. Receipt of payment by Promicron is decisive for the timeliness of payment. Unless otherwise agreed, invoices are payable within thirty (30) days of the invoice date.

(3) Failure to comply with the terms of payment, or circumstances which reduce the Customer's creditworthiness, which become known to Promicron after conclusion of the Contract and which jeopardise the satisfaction of Promicron's payment claims, entitle Promicron to declare all outstanding payments due by notice to the Customer in Text Form and to withhold delivery until the Customer makes an advance payment or provides security. If the Customer fails to comply within a reasonable period specified by Promicron in the aforementioned notice in Text Form, Promicron is entitled to withdraw from the Contract by notice in Text Form.

(4) In the event of default in payment, default interest is charged at a rate of nine (9) percentage points per annum above the applicable base interest rate (Basiszinssatz). Promicron's right to claim further damages remains unaffected. In the event of default in payment, the Customer additionally bears the risk of exchange rate losses arising in relation to the claim in euros as at the due date.

(5) The Customer is entitled to set-off and retention only insofar as its counterclaims have been finally established by an incontestable court decision, are undisputed or have been acknowledged by Promicron in Text Form. This restriction does not apply to counterclaims of the Customer based on defects or partial non-performance of the Contract which arise from the same Contract as Promicron's claims.

(6) Customs duties, import and export charges, anti-dumping, countervailing and additional duties, import turnover tax as well as customs clearance, disbursement and handling fees charged by customs authorities, carriers or customs service providers shall be borne by the Customer. This applies irrespective of whom the authority or the carrier invoices for such amounts, and also where Promicron arranges transport or customs handling on the Customer's behalf; in that respect Promicron acts in the name and for the account of the Customer. If such amounts are invoiced to Promicron, Promicron is entitled to charge them on to the Customer subsequently, in the amount evidenced and without mark-up. This also applies to amounts resulting from charges introduced or increased after submission of the offer or conclusion of the Contract, from changed tariff classifications, from changed preferential arrangements or from subsequent determinations by the customs authorities, which were not foreseeable or not capable of being calculated at the time of the offer or the order. Promicron will assert any such subsequent charge within twelve (12) months of becoming aware of it and will, upon request, provide the Customer with the underlying settlements and customs documents. A final invoice already issued does not preclude such a subsequent charge.

(7) Unless otherwise agreed in Text Form, the Customer is the declarant and importer of record for the importation of the Products into the country of destination. The Customer shall provide Promicron in good time with all information and evidence required for this purpose, in particular its EORI or importer number, tax numbers, instructions regarding tariff classification and any account number it holds with the carrier, and shall name a contact for customs handling in the country of destination. If the Customer refuses to accept the shipment or to pay import charges, or provides incorrect or incomplete information, the Customer shall bear the resulting costs, including storage, return, destruction and subsequent clearance costs as well as late payment surcharges, interest and fines.

§ 6 Retention of title

(1) Promicron retains title to the delivered Products until all claims to which Promicron is entitled from the ongoing business relationship with the Customer have been satisfied. Title passes to the Customer only once Promicron can freely dispose of all prices due for payment under all existing contracts. The provision of a letter of credit does not constitute payment.

(2) The Customer is entitled to resell only in the ordinary course of business against immediate payment or subject to retention of title. The claims to which the Customer is entitled against its own customers from such resale, including balance claims resulting from the termination of a current account relationship, as well as the rights to terminate such a current account relationship and to determine balance claims, are hereby assigned in advance by the Customer to Promicron by way of precaution.

(3) Notwithstanding this assignment, the Customer remains entitled to collect such claims. Promicron is, however, entitled to revoke this authorisation and to collect the claim itself if the Customer fails to meet its payment obligations or has filed for insolvency. In such cases Promicron may require the Customer to notify Promicron in Text Form of the assigned claims and the debtors, to provide all information required for collection, to hand over the related documents and to inform the debtors, being third parties, of the assignment.

(4) Insofar as title to Products subject to retention of title is lost through processing, mixing or combination with other items, the Customer transfers to Promicron, by way of security, title to the new goods up to the amount

corresponding to the sales price invoiced to the Customer including any value added tax. The Customer stores the goods for Promicron free of charge. If Products are sold together with other goods not belonging to Promicron at an overall price, the assignment is made only in the amount invoiced by Promicron for the Products. The same applies accordingly to the scope of the assignment of any current account claim of the Customer against its own customer.

(5) The Customer is not entitled to pledge Products subject to retention of title or to transfer them by way of security. The Customer is obliged to inform Promicron without undue delay of any access by third parties to the Products or the goods subject to retention of title, or to claims assigned to Promicron by way of security. Insofar as the third party is not in a position to reimburse the judicial and extrajudicial costs of legal action, the Customer is liable for the losses incurred by Promicron.

(6) If the Customer is in default of payment, Promicron is entitled to withdraw from the Contract and to demand the return of the Products.

(7) Promicron will release securities insofar as the realisable value of the securities exceeds Promicron's secured claims by more than 10 %, whereby Promicron reserves the right to determine which Products, goods or claims are released.

(8) If a retention of title is not effective under the law of the place where the Products or goods are located, the security corresponding to the retention of title under that legal system is deemed to be agreed. If cooperation on the part of the Customer is required for the creation of the security, the Customer is obliged, at Promicron's request, to take all measures necessary to create and maintain such rights, insofar as this is reasonable.

(9) The Customer must handle the Products subject to retention of title with care at its own expense, insure them at replacement value against theft, fire and water damage, and carry out any necessary maintenance and inspection work in good time at its own expense. Upon request, the Customer shall provide evidence of the insurance cover. The Customer hereby assigns to Promicron its claims against the insurer arising from a loss event affecting the Products subject to retention of title, in the amount of the value of those Products; Promicron accepts this assignment.

§ 7 Export control

(1) If the Customer transfers Products, goods, software or technology delivered by Promicron, or work and services rendered by Promicron, to a third party, the Customer must comply with all applicable national and international re-export control provisions, including but not limited to those of the European Union, the United States, the People's Republic of China and the United Nations.

(2) By accepting delivery of the Products, the Customer confirms that no items delivered or provided by Promicron which are subject to Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EC) No 765/2006, each as amended from time to time, will be re-exported to Russia or Belarus or for use in Russia or Belarus. In the event of a breach of this obligation, Promicron is entitled to terminate the Contract for cause with immediate effect, is not obliged to perform its contractual obligations and is further entitled to inform the competent authority.

(3) Insofar as this is necessary to enable authorities or Promicron to carry out export control checks, the Customer must, upon request, provide Promicron without undue delay with all information regarding the respective end customer, the respective country of destination and the respective intended use of the goods, work and services provided by Promicron, as well as regarding any export control restrictions that may exist.

(4) The Customer indemnifies Promicron, its employees and corporate officers against all claims, proceedings, actions, fines, losses, costs and damages arising out of or in connection with any non-compliance with export control provisions by the Customer, and reimburses Promicron, its employees and corporate officers for all losses and expenses resulting therefrom.

(5) Promicron is not obliged to perform the respective Contract insofar as performance is prevented by impediments arising from national or international foreign trade or customs provisions, or from embargoes or other sanctions.

§ 8 Governing law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and of the rules of private international law

is excluded. The place of performance for all obligations under the Contract is Promicron's registered office, unless otherwise stipulated in the order confirmation.

(2) If the Customer is a merchant (Kaufmann), the place of jurisdiction for all disputes arising out of or in connection with the Contract concluded with the Customer is Munich, Germany. Promicron is, however, also entitled to bring an action against the Customer at the Customer's general place of jurisdiction.

§ 9 Severability

Should individual provisions of this GTC Document and/or of the Contract be invalid, this does not affect the validity of the remaining provisions. The statutory provisions apply in place of the invalid provision.

This GTC Document and the Contract contain all agreements made between the parties in respect of their subject matter. There are no oral collateral agreements. Earlier offers, correspondence and understandings are superseded by the Contract unless expressly incorporated.

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