

General Terms and Conditions (GTC) for the Supply of Goods and / or Services ('Lieferungen und Leistungen')

(Translation - Please note that the German version is legally binding)

Solnovis GmbH
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hereinafter referred to as Solnovis
valid from 01 May, 2022

1. Applicability

- 1.1 Solnovis supplies any and all goods and / or services only under the following General Terms and Conditions. Any derogating terms of business on the part of the customer will be valid only if Solnovis has explicitly agreed to them in writing.
- 1.2 The following terms apply vis-à-vis consumers and merchants, if the contract is part of the operation of a commercial trade, legal entities under public law or a special fund under public law.
- 1.3 Goods and services within the meaning of these General Terms and Conditions means, in particular, toll manufacturing of components and modules of medical devices.
- 1.4 All information on websites, in brochures, marketing material and in non-binding offers constitutes an invitation to the customer to place a binding order. An order is accepted through written order confirmation, supply of goods or execution of services.
- 1.5 Solnovis continues to be entitled to all rights, including but not limited to ownership rights and copyrights as well as the right to exploitation, reproduction and distribution, in the descriptions, plans, drawings, other documents and material provided to the customer in connection with making an offer. Whether and to which extent the customer will acquire rights of ownership, use and / or publication will be determined by the contractual agreements with the customer.
- 1.6 Execution of orders in accordance with customer documents to be provided is contingent upon release by Solnovis.

2. Prices, Payment, Offsetting

- 2.1 The price as agreed in each individual case will be authoritative. Unless otherwise stated, prices are vis-à-vis consumers as defined in Section 13 BGB (German Civil Code) gross (incl. statutory VAT) and vis-à-vis entrepreneur as defined in Section 14 BGB net (plus statutory VAT). Packaging, transport and insurance expenses as well as all other ancillary costs must be paid separately.

- 2.2 Solnovis has the right to adjust the price in accordance with the increase in costs for wages and / or material where goods or services are not to be supplied within a period of 4 months from the conclusion of contract. Regardless of the period of supply of goods and / or services, the same applies to goods and / or services supplied as part of a continuing obligation. Changes in the pricing factors may lead to adjustment of prices accordingly, also regardless of the period of supply of goods and / or services, if Solnovis has agreed the prices with the customer as dependent on specific pricing factors, for instance raw material prices.
- 2.3 Unless agreed otherwise, payments must be made within 30 days from the invoice date net. However, Solnovis is entitled to agree part payments or payment in advance with the customer if there has not been a business relationship with the latter, goods are to be supplied to a foreign country, the customer's registered place of business is in a foreign country or if there are other reasons giving rise to doubt with respect to timely payment after supply. Payment will be deemed to have been effected on the date Solnovis can make dispositions concerning the amount owed. In the case of acceptance of checks, payment will be deemed to have been effected when after production of the check within an adequate time the check is cashed and credited to Solnovis.
- 2.4 In the case of late payment, Solnovis will be entitled to demand interest on arrears amounting to 7 % above the base lending rate from consumers, amounting to 10 % above the base lending rate from entrepreneurs. We reserve the right to claim further damages, including but not limited to higher interest, from other cause or causes in law.
- 2.5 If after the conclusion of contract there is an essential deterioration of the customer's financial situation or if an essential deterioration of the customer's financial situation becomes apparent after the conclusion of contract and if, as a result, Solnovis' claims for payment are jeopardized, Solnovis will be entitled to refuse to continue the further contract execution until the customer effects performance of the consideration and furnishes

security thereof. If the customer is in arrears with payment, any and all claims against it will become due immediately, irrespective of whether they have been invoiced or not, unless the delay in payment was through no fault.

- 2.6 Provided that the customer makes no other stipulation, the customer's payments will be credited against claims already due pursuant to Section 366(2) and Section 367 BGB. The customer is not entitled to offset against other claims that are undisputed or established by a court of law.

3. Time Limits and Fixed Dates

- 3.1 Unless otherwise agreed, supplies of goods by Solnovis constitute an obligation to be performed at the debtor's place of business or residence ('Schickschulden') with which Solnovis has timely complied with when the goods are handed over to the transport person at the registered place of business of Solnovis or a warehouse of Solnovis.
- 3.2 The commencement of delivery deadlines and / or completion times agreed-upon and meeting dates agreed-upon will be contingent upon the clarification of all necessary technical questions. In particular, this applies to the customer's obligations to co-operate. If dates agreed-upon are not met, the customer shall grant Solnovis an adequate period of grace for performing the service owed and agreed in the contract. Periods of grace must be set in writing.
- 3.3 In events of force majeure, industrial action or similar events for which Solnovis is not at fault, the performance time of Solnovis will be extended by the duration of such events. Either party may withdraw from the contract if such event or events persist for more than 3 months. This will not affect statutory rights to cancel the contract that have effectively arisen. Solnovis will not be liable for delays in performance that are due to events for which Solnovis is not at fault and will not compensate any expenses or damage incurred thereby.
- 3.4 Customer requests for modification or amendment subsequently agreed with Solnovis will lead to an adequate postponement or extension of dates and deadlines agreed-upon. As a general rule, preparations of deliveries, including notice of readiness for dispatch and organizing other agreed-upon measures for the performance of contract, will take place on business days within usual business hours.
- 3.5 Solnovis is entitled to effect deliveries in instalments and partial performance of services that the customer can reasonably be expected to tolerate. Early supply of goods and / or services is admissible if and in so far as not expressly agreed otherwise.

- 3.6 If the customer is delayed with accepting delivery ('Annahmeverzug'), Solnovis may claim compensation for the usual storage costs as well as compensation for other extra costs for storing and maintaining the ordered item. Furthermore, the risk of accidental loss or accidental damage will pass to the customer at the time the customer's delay in acceptance commences. If the customer's delay in accepting delivery at the same time constitutes a lack of timely performance by obligor ('Schuldnerverzug') or if the customer violates its cooperation obligations due to its own fault, Solnovis will be entitled to claim compensation of the damage resulting therefrom. More extensive or further statutory claims on the part of Solnovis will not be affected thereof.
- 3.7 Solnovis will be liable for lack of timely performance by obligor for which it is at fault in accordance with section 7.

4. Retention of Title, Withdrawal

- 4.1 Solnovis retains title in all goods supplied until full payment has been effected. Where the supply of goods and / or services by Solnovis also contains software, until full payment has been effected, only a revocable right to use such software will be granted.
- 4.2 Before full title is transferred, pledging, assignment as security, processing or reconfiguration will be admissible only upon Solnovis' explicit prior consent. The customer shall treat the goods with due care during the retention of title period; when maintenance or inspection works are necessary, the customer shall do such work at its own cost at regular intervals. The customer shall immediately inform Solnovis when third parties raise a claim in the goods.
- 4.3 The customer shall immediately report when the owner of the goods changes as well as when its own address changes.
- 4.4 The customer shall compensate Solnovis for all damage and costs arising through a violation of these obligations and through necessary interventions against third-party access to the goods.
- 4.5 In case of non-conforming behavior on the part of the customer, including but not limited to late payment, Solnovis in accordance with the statutory regulations will be entitled to withdraw from the contract, to demand the handing-over of the goods subject to retention of title and to exploit these otherwise. In case of withdrawal, Solnovis will be entitled to deprive the customer of the revocable right to use software according to section 4.1.
- 4.6 If the customer is an entrepreneur within the meaning of Section 14 BGB, the customer will be entitled to sell the goods in the context of regular business; however, the customer herewith assigns all claims in the amount of

the final total amount (including VAT) calculated by Solnovis that arise to the customer from selling against its buyers or third parties. The customer will still be entitled to collect such claim after its assignment. This does not affect the power of Solnovis to collect the claim. However, Solnovis agrees not to collect the claim as long as the customer fulfills its payment obligations from the proceeds received, is not in arrears of payment and no application for the institution of composition or insolvency proceedings has been filed or there is a final stop of payment. However, should this be the case, Solnovis may demand that the customer inform it about the assigned claims and the respective debtors, submit to Solnovis all information and respective documents necessary for collection and notifies its debtors of the assignment. The goods will be worked on and processed by the customer in the name of and on behalf of Solnovis at all times. When the goods are processed, Solnovis will acquire co-ownership in the new item pro rata the value of the goods supplied by Solnovis. The same applies if the goods are processed or mixed with other items that do not belong to Solnovis.

- 4.7 In the event that Solnovis' title in the goods supplied subject to retention of title lapses through combination (for instance in case of fitting), the customer's co-ownership in the unified item will, pro rata the invoice value of the goods subject to retention of title, pass to Solnovis and the unified item will be stored by the customer free of charge.
- 4.8 Solnovis retains title in the goods until full payment of all claims under a current business relationship when the customer is an entrepreneur. Solnovis agrees to give out the securities upon the customer's demand to the extent their realizable value exceeds the claims to be secured by more than 10 %.

5. Customer's Cooperation Obligations

- 5.1 When the supply of services agreed-upon necessitates the customer's cooperation, the latter shall ensure that all necessary and appropriate information and data will be made available to Solnovis in a timely manner and in the required quality. When programming work is concerned, the customer will make available to Solnovis the necessary computer performances, test data and data collection capacity in a timely manner and to a sufficient extent.
- 5.2 If the customer fails to comply with, to comply fully with or to comply in a timely manner with its obligations to co-operate, Solnovis' performance period will be extended until the customer meets its obligations to co-operate. Furthermore, the customer shall compensate Solnovis for the expenses and damage incurred thereby, unless the customer is not at fault for the breaches of obligations.

6. Rights in Case of Defects

- 6.1 Solnovis manufactures its products under the state of the art at the time of conclusion of the contract. Purposes of the customer going beyond the usual use of the products or requiring a quality deviating from the usual quality, including but not limited to security technology applications, such as application in aerospace or automotive, must be contractually agreed.
- 6.2 Warranty claims for defects on the part of the customer against Solnovis are governed, in all other respects, by the statutory provisions subject to the following sections.
- 6.3 Regular wear and tear that will typically result from use does not constitute a defect. The customer shall comply with the operational, storage and maintenance recommendations of Solnovis and / or the manufacturer. Only authorized changes may be made and correct spare parts and consumables be used that comply with the required specifications. Solnovis will not assume any guarantee in case the customer's violation of such obligations directly or indirectly results in defects.
- 6.4 In case of a notification of defect, the customer shall be obliged to describe to Solnovis the defect symptoms in writing and in detail and, upon request by Solnovis, make available defective devices or parts for examination and subsequent performance. If the customer is an entrepreneur as defined in Section 14 BGB, this does not affect the obligation of examination and notification of defects pursuant to Section 377 HGB (German Commercial Code).
- 6.5 If there is a defect, the customer shall set an adequate time limit for Solnovis to effect subsequent performance in writing. Entrepreneurs shall make notification of defects vis-à-vis Solnovis within ten business days from receipt of the goods. Failing this, no warranty claims can be raised. This does not apply to hidden defects, of which notification must be made within one week from their discovery in writing. To meet that deadline, it will suffice to send notification in a timely manner.
- 6.6 Solnovis retains the right, at its own choice, to effect subsequent performance either by remedying the defect or defects or by delivering goods in replacement. If subsequent performance has failed or if the customer cannot reasonably be expected to accept subsequent performance, the customer will be entitled to withdraw from the contract or reduce the purchase price. The customer will not be entitled to withdraw from the contract if Solnovis' breach of obligation is only negligible.
- 6.7 Where goods are supplied to consumers, warranty claims will become statute-barred after 24 months from the passing of the risk, and after 12 months from the passing of the

risk in case of supplies to business enterprises. A time limit of 12 months in case of business enterprises and 24 months in case of consumers from the time of taking delivery will apply in case of work supplies. The aforesaid limitation periods do not apply to recourse claims pursuant to Sections 478, 479 BGB, in case of defects fraudulently concealed as well as in case of claims to damages under sections 7.4 - 7.6; here the statutory limitation period applies.

- 6.8 Guarantees given separately by Solnovis will remain unaffected by the warranty regulations stated above.
- 6.9 Parts replaced during remedy of defects or in the delivery of goods in replacement will become the property of Solnovis and must be returned by the customer upon Solnovis' request and at Solnovis' own cost.
- 6.10 Where it emerges that Solnovis effects performance because of defects claimed by the customer while there was no warranty case, the customer shall reimburse Solnovis for the expenses incurred thereby, unless there was no fault on the part of the customer.
- 6.11 The supplementary regulations of section 7 apply to claims for damages under statutory warranty regulations.

7. Liability

- 7.1 Solnovis will not be liable for damage for which it is not at fault, including but not limited to damage incurred through improper application or handling of the products. The customer shall comply with the operational, storage and maintenance recommendations of Solnovis and / or the manufacturer, only make authorized changes and use correct spare parts and consumables that comply with the required specifications. The customer shall back up the data of its EDP systems at regular and sufficient intervals both before as well as regularly after the supply of goods and / or services by Solnovis. Solnovis will not be liable for damage incurred through or attributable to violation of the aforesaid obligations by the customer.
- 7.2 Solnovis will be liable, regardless of the cause in law, neither for direct nor indirect damage caused by slight negligence on the part of Solnovis or persons employed in performing its contractual obligations.
- 7.3 The restriction of section 7.2 will not apply when Solnovis or persons employed in performing its contractual obligations have violated an essential contractual obligation. However, in such a case Solnovis' liability will be limited to typical damage foreseeable at the time of contract conclusion.
- 7.4 The restriction of section 7.2 will not apply to violations of duties leading to injury of body, life or health on the part of Solnovis or persons employed in performing its contractual obligations.
- 7.5 The restriction of section 7.2 will not apply to obligatory statutory warranty regulations such as those of the Product Liability Act ('Produkthaftungsgesetz').
- 7.6 Solnovis will be liable without any limitation in case of grossly negligent and intentional violations of duty.
- 7.7 The statutory periods of limitation apply.
- 7.8 The above-mentioned limitations of liability also apply in favor of company bodies, employees and persons employed in performing its contractual obligations of Solnovis with respect to personal liability, if any.

8. Rights to Use in Software, Third-Party Property Rights

- 8.1 All rights in software supplied to the customer or created for the customer, including but not limited to copyrights, rights protecting performance other than personal intellectual creation and related rights, will remain with Solnovis and / or the respective rights holders. This also applies when the software has been created in accordance with customer specifications or with the customer's cooperation.
- 8.2 Where Solnovis uses software of the customer, all copyrights and other rights will remain with the customer. Solnovis will use such software only for the contractually agreed purposes. The customer will make the source code of such software available to Solnovis if Solnovis requires the source code for making changes or remedying defects.
- 8.3 Unless explicitly allowed in a contract or the law, the customer shall not reproduce, distribute, pass on, change, translate, extend and / or otherwise rework the software provided by Solnovis, nor decompile the software or use the software as a basis for developing similar software. In all other respects, the individual separate licensing terms of the software will apply.
- 8.4 The customer will be granted only a simple right to use the software in the scope commanded by the purpose of the contract. Any use of the software going beyond the manufacturer's or Solnovis' individual licensing terms, the contractual agreements or the contractually defined purposes is subject to Solnovis' written consent.

- 8.5 Unless the individual licensing agreement does not provide otherwise, the customer may make data backups required for securing data. Security backups on movable data carriers must be labeled as such and bear the original data carrier's copyright mark.
- 8.6 Solnovis, and possibly the software's manufacturer as well, retains the right to claim damages if the software is used in a wrongful way which goes beyond the simple right of use granted.
- 8.7 The customer shall notify Solnovis immediately in writing when a third party alleges rights conflicting with the simple right of use granted to the customer. The customer will not recognize the third party's claims without Solnovis' consent. Solnovis will avert the third party's claims.

9. Data Protection, Secrecy

- 9.1 Solnovis hereby advises the customer that the data acquired in connection with the conclusion of contract will be collected, processed and used in compliance with the provisions of the General Data Protection Regulation (GDPR) by Solnovis to fulfil the obligations under the contracts concluded with the customer.
- 9.2 The contractual partners agree to treat as commercial trade secrets all commercial and technical details received by the other party or becoming known to them during the implementation of the contract for as long as the other party has not made them publicly accessible.

10. Choice of Court, Place of Performance, Applicable Law

- 10.1 If the customer is a merchant, legal entity or a special fund under public law, the following applies: the court of choice for any and all legal proceedings is the court competent at Solnovis' registered office. However, Solnovis is also entitled to bring an action against the customer at its general place of jurisdiction.
- 10.2 Place of performance for deliveries and payments is Solnovis' registered office.
- 10.3 The law of the Federal Republic of Germany applies. The United Nations Convention on the International Sale of Goods from 11 April, 1980 is excluded.
- 10.4 If any one or more of the terms of the contract concluded with the customer including these General Terms and Conditions is / are or become(s) invalid as a whole or in parts, the validity of the remaining terms will not be affected hereof.
The regulation that, as a whole or in parts, is invalid should be replaced by a regulation whose economic success comes as close as possible to that of the invalid regulation.
The parties agree to agree such regulation promptly.

Forchheim, 01 May, 2022

The Managing Director