

General Terms and Conditions of VERMES Microdispensing

1. General

- 1.1 All sales contracts, contracts for work, and contracts for services of VERMES Microdispensing GmbH (hereinafter referred to as "**VERMES**") as seller or, respectively, contractor with any persons or entities other than consumers (hereinafter referred to as "**customers**"), shall be based on these General Terms and Conditions. A "consumer" is a natural person who is acting for purposes which are outside their trade, business, craft or profession.
- 1.2 Deviations from, amendments to and additions to these General Terms and Conditions require the explicit written confirmation of VERMES. Any terms and conditions of procurement of the customer that conflict with or deviate from these General Terms and Conditions, unless expressly acknowledged in writing by VERMES, shall not apply to VERMES.
- 1.3 The confirmation of an order and/or dispatch of goods or the commencement of work and services is not deemed to be consent to terms and conditions of procurement of the customer, even without express objection on the part of VERMES.
- 1.4 All agreements on the provision of goods, works, and services (hereinafter collectively referred to as "**deliveries**") made between VERMES and the customer must be set out in writing in the relevant contract and any supplementary agreements. Verbal agreements, in particular also amendments and supplements to the General Terms and Conditions – including this written form clause – as well as ancillary agreements of any kind, must be confirmed in writing by VERMES to be effective.
- 1.5 Individual agreements made in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these General Purchasing Terms and Conditions. Subject to proof to the contrary, a written contract or written confirmation from VERMES is decisive for the content of such agreements.
- 1.6 If terms for the delivery of goods or works are agreed through a reference to Incoterms® of the International Chamber of Commerce (ICC), individual agreements and these General Terms and Conditions shall take precedence over Incoterms®.

2. Conclusion of the Contract

- 2.1 Any offers made by VERMES are non-binding (*freibleibend*) unless expressly stated otherwise in writing in such offer. In the case of a binding offer, it shall be binding for no more than two weeks unless otherwise stated in such offer.
- 2.2 VERMES may charge for the preparation of an offer if this has been agreed between VERMES and the customer.
- 2.3 If in doubt, the contract will become effective once an order has been accepted by VERMES in writing. Instead of sending a written acceptance, VERMES may also dispatch the goods (or the first goods) or commence performance of the works and/or services, which shall be deemed acceptance.
- 2.4 If the customer bases an order on illustrations, drawings, calculations and other documents, these will become part of the contract only where explicitly referenced in the offer or contract.

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2.5 In the event of obvious errors, spelling mistakes and miscalculations in an offer by VERMES, the customer shall notify VERMES thereof without undue delay. The same shall apply in case of missing or incomplete documents.

3. Prices, terms of payment, invoice details

3.1 The customer shall pay the agreed price without any discounts for early payment or other deductions, subject to clause 4.3. If VERMES has agreed to send or dispatch the goods, the costs of special packaging, freight and insurance shall be borne by the customer unless expressly agreed otherwise (e.g., DDP or DAP Incoterms® 2020). Unless specific instructions have been agreed, VERMES will choose commercially reasonable packaging, transport, and insurance.

3.2 Unless agreed otherwise, amounts will become payable and be invoiced by VERMES when the respective deliveries have been fully performed. For recurring works or services, amounts shall be invoiced at the end of the respective calendar month. In case of the first orders with customers, in particular, VERMES may require that the customer agree to pre-payment as a condition for accepting the order.

3.3 Payable amounts shall become due upon receipt of an invoice unless otherwise agreed or unless a later due date is indicated in the invoice; Payment shall be made via credit transfer to the bank account set out in the invoice. The customer will bear all bank fees related to non-SEPA credit transfers (SWIFT code "OUR"). If payment is not made within 30 days from receipt of the invoice, the customer shall be in default of payment even in no further reminder is sent.

3.4 The customer is advised that electronic invoices could have been manipulated in transit. The customer should thus verify that electronic invoices has been cryptographically signed by VERMES or verify the bank account with information outside the invoice.

3.5 Consequences of default in payment will be in accordance with statutory provisions.

4. VAT, Sales Taxes, Import Duties, and Withholding Taxes

4.1 All prices are deemed to be net prices and exclude all valued added taxes, sales taxes, or comparable consumption taxes. If applicable, VERMES will invoice such taxes in addition to the agreed prices, and the customer shall pay such taxes as invoiced.

4.2 Where delivers are made outside of VERMES’s country, the customer will be responsible for all import duties and excises, unless otherwise agreed (e.g., DDP Incoterms® 2020).

4.3 Insofar as payments to VERMES are subject to withholding taxes in customer’s country, the customer shall be entitled to deduct such taxes from payments only to the extent that (i) such taxes cannot be reduced or avoided under any applicable double taxation treaty, or VERMES has not provided the respective documentation required for such reduction or avoidance, and (ii) such taxes will be taken into account for determining the income or corporation tax in VERMES’s home country under a double taxation treaty and the customer provides all necessary documentation for that. Otherwise, the customer shall increase their payments to make sure that the full amount is received by VERMES.

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5. Deliveries

- 5.1 Unless otherwise agreed, deliveries of goods or manufactured works will be according to FCA “Holzkirchen, Germany” Incoterms® 2020.
- 5.2 All delivery dates and deadlines are indicative only and non-binding unless expressly agreed as binding. If the parties have agreed that the customer will pick up the goods or works (e.g., EXW Incoterms® 2020), VERMES will make the goods available in good time at the agreed location. Otherwise, the time of dispatch or handover to a carrier shall be decisive for compliance with the agreed delivery date or the delivery period, unless otherwise agreed.
- 5.3 If VERMES has agreed to send or dispatch the goods, VERMES may make early deliveries and partial deliveries, unless otherwise agreed or unless an early or partial delivery is not reasonably acceptable for the customer under the circumstances.
- 5.4 The risk shall pass to the customer when the deliveries are dispatched or, respectively, handed over to the carrier. If an acceptance procedure is provided for by statutory law or expressly agreed, this is decisive for the transfer of risk.
- 5.5 The fulfilment of all deliveries is subject to VERMES being provided with the goods and materials by their upstream suppliers, unless VERMES is responsible for a lack of performance by the upstream supplier.
- 5.6 Unless otherwise agreed, VERMES will provide services in accordance with good workmanship and common industry practice. Unless a specific location is agreed or implied by the nature of the services, VERMES will provide such services at or from its own premises.
- 5.7 Costs for travel and reasonable accommodation for (i) installation, commissioning, and acceptance testing of equipment or other goods or works, (ii) repairs (other than under warranty), (iii) training, and (iv) other works or services performed at customer’s premises or at any other location that is not on VERMES’s premises will be charged separately.
- 5.8 If agreed deadlines are not met, the rights of the customer, in particular to rescind the contract and to claim compensation, shall be determined exclusively in accordance with the statutory provisions.

6. Retention of Title

- 6.1 VERMES retains title of all deliveries until full payment for all deliveries under the respective contract and full payment of all payment obligations of the customer already existing at the time the contract was entered into and later coming into existing in connection with the business relationship with the customer (in each case including all ancillary claims).
- 6.2 The customer may use and sell the deliveries in the ordinary course of business. However, the customer may not create a pledge or lien in the deliveries with effect before the title transfers to the customer.
- 6.3 The customer hereby assigns as a collateral to VERMES, who hereby accepts this, all claims arising from a potential re-sale of the deliveries or arising from combining or mixing the deliveries with property of third parties. This also applies to other claims replacing the deliveries or otherwise arising regarding the deliveries (e.g., claims against insurances or claims from torts). VERMES hereby revocably authorises the customer to assert and collect such assigned claims in their own name; VERMES may only revoke that authorization in the case described in clause 6.5.

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- 6.4 In case the retained title is lost due combining or mixing the goods with property of third parties, the customer hereby assigns as a collateral to VERMES, who hereby accepts this, the co-ownership of the new items created by such combination or mixture. The share of each co-owner is determined according to the value of goods combined or mixed or the materials used. The customer will keep the items co-owned by VERMES free of charge. The assignment of co-ownership is subject to the same conditions subsequent as the retention of title under clause 6.1; clauses 6.2 to 6.3 shall apply to the co-owned items mutatis mutandis.
- 6.5 If VERMES is entitled to rescind a contract due to a breach by the customer, in particular due to of default in payment, VERMES will be entitled to require the return of the deliveries and to request that the customer, for the purpose of asserting and collecting the claims assigned to VERMES in accordance with clause 6.3, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- 6.6 In case the total realizable value of the goods subject to the retention of title according to clause 6.1 and of the claims assigned according clause 6.3 exceeds the nominal value of the outstanding claims against the customer by more than 10%, VERMES will insofar release the aforementioned collaterals upon the customer’s written request.

7. Environmental Laws; Other Regulations

- 7.1 For deliveries within the European Union or European Economic Area, VERMES will provide such deliveries in accordance with environmental laws and other regulatory provisions, such as laws on efficient design, batteries, packaging, etc., that fall into the areas harmonized by European Union law.
- 7.2 For deliveries outside the European Union, and for compliance with regulatory provisions that are not harmonized by European Union, law, the customer will be responsible for ensuring that such requirements are part of the agreed specifications.

8. Warranty claims

- 8.1 Warranty (*Gewährleistung*) for non-conformity shall apply only to goods and works and in accordance with the statutory provisions, this clause 8, and clause 9.
- 8.2 Warranty shall be subject to a statute of limitation of 12 months, calculated from the statutory start of the limitation period. This shall not apply if the goods or works have been used for a building in accordance with its customary use, or works have been performed on a building, and the lack of conformity of the goods or works has resulted in a lack of conformity of the building.
- 8.3 If the customer is a merchant (*Kaufmann oder -frau*), the statutory duties regarding an inspection and notification in case of a non-conformity apply (in particular, Section 377 of the German Commercial Code (*HGB*)). Notwithstanding, customers who are not merchants shall notify VERMES in writing of any obvious lack of conformity within two weeks of delivery or, respectively, if an acceptance is provided for by statutory law or expressly agreed, acceptance; if VERMES is not notified in good time and in the correct form, there will be no warranty with respect to such lack of conformity.
- 8.4 The customer’s statutory rights of redress in the event of a claim by a consumer against the customer (or their customers in the chain of transactions) pursuant to Sections 445a, 445b of the German Civil Code (*BGB*) shall remain unaffected by this clause 8.

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8.5 For damages resulting from a lack of conformity, the provisions regarding the liability of VERMES under clause 9 shall apply instead of the provisions of this clause 8.

9. Liability

9.1 In general, VERMES will only be liable in accordance with statutory provisions for:

- (a) damages resulting from harm to life, limb, or health resulting from a voluntary or negligent breach of an obligation by VERMES, their legal representatives, or vicarious agents (*Erfüllungsgehilfen*);
- (b) other damages resulting from a voluntary or grossly negligent breach of an obligation by VERMES, their legal representatives, or vicarious agents (*Erfüllungsgehilfen*); or
- (c) other damages resulting from a simply negligent breach of a so-called “cardinal obligation” (“*Kardinalpflichten*”) by VERMES, their legal representatives, or vicarious agents (*Erfüllungsgehilfen*), whereby:
 - (i) “cardinal obligations” are obligations the discharge of which are a prerequisite for the proper performance of the contract, and on compliance with which the Customer can usually rely on; and
 - (ii) VERMES’s liability under this point (c) shall be limited to the damage that is reasonably foreseeable when the contract is entered into.

9.2 Furthermore, VERMES will be liable in accordance with statutory provisions for:

- (a) breaches of a guarantee of quality or durability (*Beschaffenheits- oder Haltbarkeitsgarantie*) they have furnished, or where they have otherwise agreed to be strictly liable in a specific case;
- (b) claims under the German Product Liability Act (*Produkthaftungsgesetz*) and other national legislation transposing Directive (EU) 2024/2853 on liability for defective products; and
- (c) claims under other statutory law that explicitly states that a liability under its provisions cannot be excluded or reduced.

9.3 In all other cases, VERMES is neither liable under any theory of law nor required to indemnify the customer for losses, damages, or third-party claims. In particular, VERMES is not liable for defects at the beginning of a lease where they have neither acted voluntary or negligently.

9.4 The limitations of liability according to this clause 9 shall also apply in favour of legal representatives, other members of corporate bodies, and employees of VERMES.

10. Intellectual Property Rights

10.1 VERMES grants the customer a non-exclusive right to use the deliveries for the purpose specified in the contract, or, insofar the contract is silent, the purpose implied by the contract, or, respectively, the typical use of the deliveries. Unless expressly agreed otherwise, VERMES and their licensors reserve all other intellectual property rights to the deliveries. In particular, the customer shall have no right to copy or imitate deliveries which are protected by copyright, related property rights, patents, utility modules, or designs (unless such rights are owned or licensed by the customer, VERMES or the respective owner has expressly consented, or such acts are permitted by statutory law).

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10.2 To the extent legally required, the customer grants VERMES the right to use designs, specifications and other documents provided by the customer for the purpose of preparing, manufacturing or otherwise providing the deliveries. The customer warrants that the deliveries according to such designs, specifications and other documents do not infringe any domestic, European and foreign intellectual property rights of third parties. In all other cases where a delivery infringes on domestic intellectual property rights of third parties, the customer shall be entitled exclusively to statutory warranty claims.

11. Miscellaneous

11.1 In these General Terms and Conditions, “written” or “in writing” means in text form (*Textform*) in accordance with Section 126b of the German Civil Code (*BGB*).

11.2 If individual provisions of these General Terms and Conditions are invalid or void, the validity of the remaining provisions is not affected thereby. Instead of the invalid provisions, the statutory provisions shall apply.

11.3 Any waiver or failure to assert any claim or right of VERMES shall not be construed as a waiver of any further or future rights.

11.4 VERMES is entitled to a set-off and retention as well as the exception of non-performance to the statutory extent. The customer is entitled to a set-off or retention only on the basis of counterclaims that are undisputed, ready for a decision by a court or established by a final decision of a court as well as on the basis of counterclaims resulting from the same contract.

11.5 VERMES is entitled to assign claims against the customer to affiliated companies or other third parties, in particular for the purpose of factoring. VERMES may also disclose to the assignee all information necessary for the valuation and collection of the claims for the purpose of business refinancing and debtor management. The customer cannot to assign claims against VIMES to third parties without the prior consent of VERMES. This does not apply to payment claims; in the event of an assignment of payment claims to third parties, however, VERMES shall remain entitled to effect payment to the customer with discharging effect.

12. Choice of law and venue

12.1 The contracts are subject to substantive German law, except for the provisions of its international private law and the UN Convention on Contracts for the International Sale of Goods (UNCISG).

12.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contracts is Munich, Germany, unless another exclusive place of jurisdiction is prescribed by law or the customer is not a merchant (*Kaufmann oder -frau*), a legal entity under public law or a special fund under public law. At the discretion of VERMES, extrajudicial or judicial measures may also be taken at the Customer’s general place of jurisdiction.

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