

General Terms and Conditions of Purchase of the Pureon Group
(Version 1.0, April 2024)

1. Scope, Statement of Work (SOW)

- 1.1. These General Terms and Conditions of Purchase of the Pureon Group (hereinafter "T&Cs") apply (i) to supply of products or deliverables specified in the Statement of Work (as defined below) (hereinafter referred to as "Contract Products") by the Supplier to companies of the Pureon Group as the Customer (hereinafter "Customer"), and (ii) the provision of further services (e.g. to produce a work (hereinafter referred to as "Work") or the provision of professional services (hereinafter referred to as "Professional Service") by the Supplier to the Customer (hereinafter "Work" and "Professional Services" jointly referred to as the "Services").
- 1.2. Unless otherwise agreed in writing, these T&Cs apply in the version valid at the time of conclusion of the respective Statement of Work. These T&Cs always form part of the Contract concluded between Supplier and Customer. This applies irrespective of the form in which the Contract was concluded.
- 1.3. Statement of Work: The Customer buys the Contract Products or orders the Services from the Supplier on the basis of Statement of Works (hereinafter referred to as "Statement of Work") and exclusively under the terms of these T&Cs. These T&Cs shall not in any way oblige the Customer to conclude a Statement of Work with the Supplier or to purchase Contract Products or Services from the Supplier. Unless otherwise agreed, each Statement of Work shall be considered a separate Contract without legal effect on any other Statement of Work entered into by the Parties (or their Affiliates). The Customer is also entitled to purchase the Contract Products or Services from other Suppliers.
- 1.4. The Customer shall place orders ("Purchase Order") for the Contract Products or Services with the Supplier in writing, by mail, by e-mail, by fax, by direct access to the Supplier's enterprise resource planning (ERP) system, or, if applicable, via the Supplier's online shop.
- 1.5. The Supplier shall immediately assess whether the delivery of the Contract Product or the provision of Services can be carried out under the conditions stated in the Purchase Order. If the product descriptions or the service descriptions are incomplete, misleading, incorrect or unclear, the Supplier must immediately inform the Customer in writing. As far as necessary and reasonable, the Supplier will submit proposals for remedial action.
- 1.6. Conclusion of a Statement of Work: The Supplier is obliged to inform the Customer by sending a written order confirmation (e.g. by e-mail) within 5 working days after receipt of the Customer's Purchase Order whether the Supplier accepts the Purchase Order. The Supplier shall indicate the internal order number of the Customer on all documents and the order confirmation. The Statement of Work is concluded with Customer's receipt of the acceptance of the Purchase Order in accordance with this section (hereinafter referred to as "Conclusion of Statement of Work").
- 1.7. If a Statement of Work is entered into by and between (i) Pureon AG (Switzerland) and Supplier, the terms of the Swiss Country-Specific-Terms-Amendment apply, (ii) Pureon GmbH (Germany) and Supplier, the terms of the German Country-Specific-Terms-

Amendment apply, (iii) Pureon Inc. (USA) and Supplier, the terms of the US Country-Specific-Terms-Amendment apply, (iv) Pureon (Suzhou) Co., Ltd. (China) and Supplier, the terms of the China Country-Specific-Terms-Amendment apply. The respective applicable Country-Specific-Terms-Amendment Annex applies to such Statement of Work in addition to the terms of these T&Cs and, in case of discrepancies, such terms in the Country-Specific-Terms-Amendment Annex replace or modify the equivalent provisions set forth herein as noted in the respective applicable Annex. All terms in these T&Cs that are not changed by such Country-Specific-Terms-Amendment Annex remain unchanged and in effect. The annexes are available online under https://pureon.com/wp-content/uploads/2024/04/Country_Specific_Annexes_to_Purchasing_Terms.pdf

2. Order of precedence, Exclusion of Supplier's general terms and conditions

- 2.1. In case of ambiguities or contradictions between the individual contractual documents, the following order of precedence shall apply: (i) Applicable Country-Specific Terms-Amendment, (ii) These T&Cs, (iii) Statement of Work (hereinafter together also referred to as the "Contract").
- 2.2. These T&Cs apply exclusively. General terms and conditions of the Supplier shall not apply. The Customer objects to any general terms and conditions of the Supplier. For clarification this is true even if reference is made to general terms and conditions of the Supplier in later documents or communication (e.g. Purchase Order) or in Supplier's online shop and the Customer does not object to this reference.

3. Delivery

- 3.1. The Delivery Date stated in the Statement of Work is binding. The Customer is entitled to postpone the agreed Delivery Date once with a lead time of one week at its own discretion and to determine a new later Delivery Date without the Customer being charged any additional fees (e.g. storage fees). If the Delivery Date has not been specified in the Statement of Work and has not been agreed otherwise, it shall be two weeks from the date of Conclusion of Statement of Work. The Supplier is obliged to inform the Customer in writing without delay if it is unlikely to be able to meet the agreed Delivery Dates - for whatever reason.
- 3.2. Any delivery before the agreed Delivery Date may only be made with the written consent of the Customer and shall not affect the agreed payment date.
- 3.3. Unless otherwise agreed in the Statement of Work, the Contract Products shall be delivered in accordance with DDP Incoterms 2022 to the Place of Delivery specified in the Statement of Work. If the Place of Delivery is not specified and unless otherwise agreed, delivery shall be made to the Customer's place of business.
- 3.4. If the Supplier does not (i) deliver the Contract Product, (ii) perform its Services or (iii) deliver or perform within the

agreed Delivery Date or if Supplier is in default, the rights of the Customer - in particular to withdraw from the Statement of Work and claim damages - shall be determined in accordance with the statutory provisions. Section 4.5 remains unaffected.

- 3.5. Without the prior written consent of the Customer, the Supplier shall not be entitled to provide any deliveries or services under the Contract by third Parties (e.g. subcontractors).
- 3.6. The Supplier shall bear the procurement risk for its deliveries and services, unless otherwise agreed in individual cases (e.g. limitation to stock).

4. Warranties and Representations

- 4.1. The Supplier shall deliver the Contract Product or Work to Customer free from material defects and defects of title.
- 4.2. The Supplier guarantees that the Contract Product or Services comply (a) with the specifications, documentation and quality understandings ("Specifications") agreed in the Statement of Work, (b) are suitable for the contractual (intended) usage, and (c) correspond to the current state of the art, technology, and science, as well as fulfil the applicable national and international legal directives and regulations, including the applicable directives and guidelines issued by government agencies, trade associations and professional associations.
- 4.3. The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title of the Contract Products or Works (including incorrect and short delivery as well as improper assembly, defective assembly, operating or instruction manuals) and in the event of other breaches of duty by the Supplier, unless otherwise stipulated below.
- 4.4. The general warranty period for material defects and defects of title is 2 years from transfer of risk (hereinafter referred to as "Warranty Period"). In case the provided Service is subject to Acceptance, the Warranty Period shall commence upon Acceptance.
- 4.5. Applicable statutory provisions shall apply to the commercial duty to inspect and give notice of defects with the following provision: The Customer's obligation to inspect is limited to defects which become apparent during an external inspection of incoming goods including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during the Customer's quality control in a random sampling procedure. Insofar as Acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. The Customer's obligation to give notice of defects discovered later (hidden defects) remains unaffected. Notwithstanding the Customer's duty to inspect, the Customer's complaint (notice of defects) shall be deemed to be prompt and timely if it is sent within 10 business days of discovery or, in the case of obvious defects, of delivery.

- 4.6. The Supplier shall bear all expenses incurred in connection with the remediation, in particular inspection costs, dismantling and installation costs, transport, travel, labour and material costs as well as travel expenses. This shall also apply if the expenses increase in the case that delivery of an item is made other than at the place of destination.
- 4.7. If the Supplier fails to comply with the Customer's request to remedy a defect within a reasonable period set by the Customer, the Customer shall be entitled to take the necessary measures itself at the Supplier's expense or to have them carried out by third parties. Insofar as the setting of a notice period is dispensable, the Customer shall be entitled to this right even without setting a notice period.
- 4.8. Furthermore, in the event of a material defect or defect of title, the Customer is entitled to a reduction of the purchase fee or to withdraw from the Statement of Work in accordance with the statutory provisions. Furthermore, the Customer is entitled to compensation for damages and expenses in accordance with the statutory provisions.
- 4.9. In addition to claims for defects, the Customer is entitled to the legally determined recourse claims of the Customer within a supply chain (recourse of the entrepreneur) without restriction. In particular, the Customer is entitled to demand from the Supplier exactly the type of remediation (repair or replacement) that he owes to his own customer in the individual case. The statutory right of choice of the Customer is not restricted by this.

5. Long term availability, availability of spare parts

- 5.1. The Supplier shall ensure that the Contract Products and Services will remain available and orderable for Customer at least for 10 years from the date of the initial Conclusion of Statement of Work regarding such Contract Product or Service.
- 5.2. The Supplier shall provide the Customer with spare parts and maintenance services necessary to support the continued operation of the Contract Products or Services. The period for the delivery of spare parts (or functional equivalents) shall be at least 10 years from the date of transfer of risk of the respective Contract Products or, if applicable, from the date of Acceptance of the respective Service.
- 5.3. If a Contract Product, Service, or spare part is about to become obsolete and/or the composition and/or formulation used to produce it is changed, the Supplier shall notify Customer about this at least 12 months upfront and shall cooperate with Customer in identifying alternatives and comply with Customer's requirements in classification of such alternative.

6. Fees and terms of payment

- 6.1. The fees for the Contract Products and other Services agreed in the Statement of Work are binding. All fees are understood to include all applicable taxes, including statutory value-added tax (VAT) if this is not shown separately.

- 6.2. Unless otherwise agreed in the Statement of Work, the agreed fees are fixed fees and exclude subsequent modifications of any kind.
- 6.3. Unless otherwise agreed in the Statement of Work, the fees shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all incidental costs (e.g. proper packaging, transport costs including any transport and liability insurance, customs costs).
- 6.4. The Customer does not owe any remuneration for visits, samples, specimens or the preparation of offers, projects, etc.
- 6.5. The agreed fees are due for payment within 60 calendar days from date of complete delivery and performance (including any agreed Acceptance) and receipt of a proper invoice. The invoice should also contain the cost center and the internal order number of the Customer according to the Statement of Work. If the Customer makes payment (initiated transfer by Customer is decisive) within 14 calendar days after receipt of a proper invoice, the Supplier shall grant the Customer 4 % discount on the net amount of the invoice.
- 6.6. The Customer does not owe any interest on maturity. The statutory provisions shall apply to default of payment.
- 6.7. The Customer is entitled to rights of set-off and retention as well as the defense of unperformed contract to the extent permitted by applicable law. In particular, the Customer is entitled to withhold due payments as long as he is still entitled to claims against the Supplier arising from incomplete or defective Contract Products or Services.
- 6.8. The Supplier has a right of set-off or retention only in the case of counterclaims that are undisputed or have been determined by final judicial decision.

7. Confidential information

- 7.1. Confidential information means, in relation to the disclosing Party, all non-public confidential information relating to that Party's business, including any intellectual property, know-how and technical expertise of the disclosing Party or its Affiliates, business, operations, finance, pricing, marketing, research and development and/or other plans and strategies, data, source code, algorithms, input and output formats (hereinafter referred to as "Confidential Information"). Confidential Information includes all information that is designated and/or identified as confidential upon disclosure and all information that the receiving Party knew or reasonably should have known was considered confidential or secret by the disclosing Party under the given circumstances.
- 7.2. The receiving Party shall preserve the confidentiality of the disclosing Party's Confidential Information and shall treat such Confidential Information with at least the same standard of care as the receiving Party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The receiving Party shall use the Confidential Information of the disclosing Party only to exercise rights and to perform obligations under the

Contract. Confidential Information of the disclosing Party may only be disclosed to those Affiliates, employees or subcontractors of the receiving Party who need to have access to such information in order to perform the Contract, and only on condition that the receiving Party imposes on such Affiliates, employees or subcontractors the same obligations as those incurred by the receiving Party under this section 7. The receiving Party undertakes not to derive or attempt to derive, directly or indirectly, trade secrets from the disclosing Party or otherwise reverse engineer all or part of the other Party's technology, except and only to the extent permitted by applicable law.

- 7.3. The receiving Party shall not be liable to the disclosing Party for any disclosure or communication of Confidential Information to the extent that (i) such information was known to the receiving Party on or prior to the Effective Date without restriction on use or disclosure, (ii) such information has become publicly available through no fault of the receiving Party, (iii) such information was obtained solely from employees of the receiving Party who did not have access to the Confidential Information, (iv) the receiving Party is compelled to do so by applicable law, by a court or governmental authority, or by a subpoena or a request for disclosure in a pending lawsuit, to the extent legally required, but only to the extent that the receiving Party promptly notifies the disclosing Party in writing prior to disclosure so that the disclosing Party may seek a remedy to prevent or limit such disclosure.
- 7.4. All Confidential Information is and shall remain the sole property of the disclosing Party, and the receiving Party shall have no right or legal interest (other than as expressly set forth herein) in such Confidential Information. Upon request, the receiving Party shall return to the disclosing Party or delete or destroy all Confidential Information (including all copies thereof) in the possession of the receiving Party.
- 7.5. The obligations arising from this confidentiality agreement shall apply for an unlimited period of time, even beyond the end of the respective Statement of Work.

8. Provision of Services

- 8.1. The Supplier shall carry out the Services and work assigned to him in his own organization and responsibility. Only the Supplier is authorized to give instructions to its employees.
- 8.2. The Supplier shall only use carefully selected and qualified employees in the performance of the Services.
- 8.3. The Supplier is responsible for the compliance of its employees with the contractual obligations of this Contract (especially regarding Confidential Information and data protection). The Supplier must inform all employees deployed of the relevant provisions and ensure that they comply with them.
- 8.4. The Customer can demand changes to the contractual performance at any time. The Supplier may object to the changes insofar as the provision of the requested change is unreasonable for him. If additional costs are incurred for the implementation of the requested change, the Supplier shall

submit a written offer to the Customer for these additional services and costs, which must be accepted by the Customer in writing. Otherwise, the Supplier shall not be entitled to any additional remuneration.

9. Rights to Work Results

- 9.1. The Work results in any form, all samples or other materials as well as all rights, including any patent and intellectual property rights thereto, created by the Supplier or on his behalf by third parties for the Customer shall become the sole and irrevocable property of the Customer upon their creation (hereinafter referred to as "Work Results"), and the Supplier hereby assigns, and shall assign and cause to be assigned, to the Customer all right, title, and interest, including all intellectual property rights, in and to such Work Results. The Supplier shall, and shall cause, the execution of all documents and performance of all activities reasonably necessary to assign, transfer, obtain, register, formalize, perfect, enforce, and defend the Customer's rights in and to the Work Results.
- 9.2. Furthermore, the Supplier irrevocably grants the Customer the transferable, sublicensable, unlimited in terms of time, content, and territory right of use and exploitation of all copyrightable Works in all forms of use and exploitation for the contractually agreed purposes or those stipulated in the Statement of Work. In the case of a Service created individually for the Customer, the above-mentioned rights of use and exploitation are granted exclusively.
- 9.3. If the Supplier provides the Customer with a Work Result which contains rights existing prior to the performance of the Services, the Supplier irrevocably grants the Customer a non-exclusive, transferable, sublicensable, unlimited in terms of time, content and territory right of use and exploitation.
- 9.4. The Supplier shall ensure that employees, vicarious agents, other auxiliary persons of the Supplier or third parties involved in the provision of Services will not claim any rights deriving from moral rights or other intellectual property rights. At the first request of the Customer, the Supplier must ensure that the relevant employees give the necessary consent for the registration of intellectual property rights and/or a declaration of assignment of rights to Work Results.
- 9.5. The Supplier shall be entitled to retain a copy of the Work Result as proof of the Services rendered by it. However, the Supplier is not entitled to any further rights, in particular the right of reproduction or distribution.
- 9.6. All claims relating to the rights transferred or granted under this section 9 shall be fully settled upon payment of the remuneration under the relevant Statement of Work.

10. Acceptance

- 10.1. The Customer shall accept a Work within a reasonable time when it meets the agreed Specifications and Acceptance Criteria and all defects have been remedied (hereinafter referred to as "Acceptance"). The Customer shall declare

Acceptance in writing. By exception of this written form requirement, Acceptance shall be deemed, if Customer uses the Work in its operations without reservation. A deemed Acceptance in any further cases is excluded.

- 10.2. Partial Acceptance of parts of a Work is only owed if this has been agreed in the respective Statement of Work.
- 10.3. In case a provided Service is subject to Acceptance, Acceptance is decisive for the transfer of risk.
- 10.4. The Customer's obligation to pay the Supplier the fees due for the Work in accordance with section 6 is subject to Acceptance by the Customer.
- 10.5. If the Work performed is defective, the Customer shall inform the Supplier thereof and describe the defect in an appropriate manner. Any partial or final payment by Customer shall not (i) be deemed to be proof of full or partial performance by Supplier, (ii) be deemed to be Acceptance of the Work or release Supplier from its liability, or (iii) constitute a waiver of any claims arising from defective Work or deficient performance. Acceptance does not constitute a waiver of any rights which the Customer may have under these T&Cs or applicable law in respect of poor or late performance or otherwise. The Customer reserves all rights to which he is entitled under these T&Cs or applicable law in this respect.

11. Compliance with Applicable Laws, Quality Assurance, Process Changes

- 11.1. The Supplier undertakes to comply with all applicable laws, including such legal requirements applicable to the Contract Products and Services at the place of performance and Place of Delivery, in particular for accident prevention, work and machine safety, dangerous goods, customs and foreign trade laws, environmental protection as well as applicable data protection laws.
- 11.2. If any Contract Product does not meet documented specifications, or Customer has reason to believe so, the Supplier is obliged to provide required data to help Customer research and resolve the issues.
- 11.3. The Supplier shall organize its business with the Customer in accordance with the Supplier Code of Conduct: https://pureon.com/wp-content/uploads/2024/04/Supplier_Code_of_Conduct.pdf.
- 11.4. Customer has the right to audit adherence to this Contract by conducting an on-site audit at Supplier's site, subject to a 10 days' notice.

12. Intellectual property and Third-Party Rights

- 12.1. The Customer reserves all property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents of the Customer. Such documents made available to the Supplier are to be used by the Supplier exclusively for the contractual performance and are to be returned to the Customer after completion of the respective Statement of Work.

- 12.2. The Supplier warrants and guarantees that the Contract Products and/or the Services do not infringe, misappropriate, or otherwise violate any third-party rights. The Supplier and the Customer shall inform each other immediately about any infringement, misappropriation, or other violation of any third-party rights or any alleged infringements, misappropriations, or other violations of any third-party rights that become known to a Party.
- 12.3. If third-party rights are infringed, misappropriated, or other violated by the contractual use of the Contract Products or Services, the Customer is entitled to acquire the necessary rights of use from the holder of the respective rights at the sole expense of the Supplier. The Supplier is obliged to support the Customer reasonably in an extrajudicial and judicial dispute with the holder of the rights on its own expense.
- 12.4. The rights of the Customer in the event of defects of title shall be governed by the statutory provisions.

13. Indemnification, liability and limitation period

- 13.1. The Supplier shall defend, indemnify and hold harmless the Customer against claims of third parties which are asserted against the Customer, as well as any and all losses, damages, costs and expenses (including attorney fees) suffered or incurred by the Customer to the extent that (i) the Contract Products or Services infringe or violate any patent, copyright, trade secret or other proprietary right of a third party, (ii) the Supplier is in breach of the Contract, (iii) the Supplier has violated an applicable law, (v) the Supplier is in breach of the Confidentiality Clause, or (vi) if the Supplier is responsible for a product damage and the cause is within its sphere of control and organization and it is liable itself in the external relationship (manufacturer's liability). Supplier is also liable for the loss or unauthorized disclosure of data to third parties if the Customer has made such data available or transmitted it to the Supplier during the performance of the Contract.
- 13.2. The Supplier shall be liable in accordance with the statutory provisions.
- 13.3. Claims shall become time-barred in accordance with the statutory provisions.

14. Force Majeure

- 14.1. The Parties shall not be liable for any breach of their obligations under the Contract (other than payment obligations) if the Parties are prevented from performing their obligations under the Contract by the occurrence of unforeseeable, extraordinary circumstances which the respective Party cannot avert despite reasonable care, including, without limitation, acts of God, fire, strikes (other than by the respective Party's own employees), war, riot or civil commotion, epidemics, pandemics, embargoes or travel warnings by the competent authorities (hereinafter referred to as "Force Majeure").

- 14.2. The Parties agree to notify the other Party as soon as they become aware of a Force Majeure event, such notification containing details of the circumstances giving rise to the Force Majeure event.

15. General Provisions

- 15.1. These T&Cs and all claims and rights arising from or in connection with these T&Cs and the respective Statement of Work concluded hereunder shall be governed exclusively by the laws of the country of the registered seat of the Customer that is party to the respective Statement of Work and shall be interpreted and enforced in accordance with this law. The application of international private law and the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is excluded.
- 15.2. The exclusive place of jurisdiction for all disputes arising from or in connection with these T&Cs and the respective Statement of Work concluded under these T&Cs is the competent court at the registered seat of the Customer that is party to the respective Statement of Work.
- 15.3. The Supplier may not assign or otherwise transfer its rights and obligations under these T&Cs and/or the Statement of Work without the prior written consent of the Customer.
- 15.4. All amendments or additions to the Contract must be made in writing or with qualified electronic signature. The same applies to any change to this written form clause.
- 15.5. If any provision of an applicable Country-Specific-Terms-Amendment, these T&Cs or a Statement of Work is or becomes invalid, unenforceable, or unenforceable in whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby. The Parties undertake to replace such a provision by a provision which legally corresponds as closely as possible to what the Parties would have agreed upon in terms of the meaning and purpose of the applicable Country-Specific-Terms-Amendment, these T&Cs or the respective Statement of Work if they had recognized the invalidity of the provision.
- 15.6. Only this English version of the Country-Specific-Terms-Amendments and these T&Cs is legally binding. If a Country-Specific-Terms-Amendments or these T&Cs are translated into a language other than English, this will only be done for convenience and transparency.
- 15.7. These T&Cs conclusively and completely reflect the agreements of the Parties in connection with the Contract Products and/or Services and replace all previous written or oral agreements, letter of intents, arrangements or commitments between the Parties.
