

HWI development GmbH

Strassburger Str. 77 | D-77767 Appenweier

1 SCOPE

1.1 Our General Terms and Conditions of Business (*Allgemeine Geschäftsbedingungen, AGB*) apply to all contracts entered into by HWI DEVELOPMENT GmbH (hereinafter "HWI DEVELOPMENT") and companies within the meaning of § 14, German Civil Code (*Bürgerliches Gesetzbuch, BGB*), legal entities under public law and/or special funds under public law (hereinafter "Customer").

1.2 These General Terms and Conditions of Business apply exclusively. Any terms and conditions or regulations to the contrary must be stated in writing (*Textform*) to be deemed valid, and must be signed by a person authorised to do so. Only managing directors, division managers and the project managers of HWI DEVELOPMENT are deemed authorised within the meaning of these General Terms and Conditions of Business. Agreements entered into with other employees, in particular by telephone, shall only become valid if they have been confirmed in writing (*Textform*) by one of the persons authorised above.

1.3 The terms and conditions of business of the Customer or third parties shall not apply, including if HWI DEVELOPMENT does not object to their validity separately in an individual case. Even if HWI DEVELOPMENT cites a letter containing the terms and conditions of business of the Customer or a third party, or refers to such conditions, this shall not constitute any kind of consent to the validity of such terms and conditions of business.

2. PLACEMENT OF ORDERS AND CONTRACT CONTENT

2.1 An order must at all times be placed in writing (*Textform*). If the order is placed verbally, transmission errors and any misunderstandings shall be the Customer's responsibility. Insofar as the order is confirmed in writing (*Textform*) by HWI DEVELOPMENT, the contract shall be deemed entered into upon receipt of the order confirmation. In case of doubt, the scope and content of the contract are derived from the order confirmation. Changes to the scope of services agreed upon in a contract must be made in writing (*Textform*). They can be made with a person of HWI DEVELOPMENT authorised in that respect.

2.2 Contracts that have research and development work as their subject matter only establish a claim to the performance of the work necessary to achieve the research and development objective. They are therefore subject to service contract law.

2.3 An order of substances or other products is a binding offer. HWI DEVELOPMENT may accept this offer within 2 (two) weeks of receipt of the order by

sending an order confirmation. As a matter of principle, an order must at all times be placed in writing (*Textform*). In the case of orders that are only placed verbally, transmission errors and any misunderstandings shall be the Customer's responsibility. If an order confirmation is available in writing (*Textform*), the content and scope of the contract shall be derived from such an order confirmation.

2.4 Deadlines for executing an order are non-binding unless they have been expressly agreed as binding in writing (*Textform*). HWI DEVELOPMENT shall be liable for missed deadlines in accordance with the legal provisions provided the delay in performance is due to an intentional or negligent breach of contract for which HWI DEVELOPMENT is responsible. Culpability on the part of its representatives or vicarious agents is to be attributed to HWI DEVELOPMENT. Furthermore, deadlines stated for the delivery of products are subject to correct and timely supply of HWI DEVELOPMENT by its sub-suppliers. In case of non-delivery or late delivery by a sub-supplier, HWI DEVELOPMENT shall be released from the liability for missed delivery dates insofar as HWI DEVELOPMENT has already entered into a delivery contract with a reliable sub-supplier prior to entering into the contract with the Customer, which covers at least the goods ordered by the Customer in terms of type and quantity.

2.5 Cases of force majeure, labour disputes, riots, official measures and similar circumstances beyond the sphere of influence of HWI DEVELOPMENT shall release HWI DEVELOPMENT from the obligation to honour the contract for the duration of the disturbance and to the extent of their effect. This also applies if these circumstances occur at the suppliers of HWI DEVELOPMENT or if these events occur at a time when HWI DEVELOPMENT is already in default. HWI DEVELOPMENT shall inform the Customer without delay of the beginning and end of such events that frustrate performance of the contract.

3. DELIVERY

Domestic deliveries of documents shall apply free of packaging, postage and freight charges. We reserve the right to make partial deliveries. Domestic deliveries of goods and deliveries abroad shall be made EXW (Incoterms 2020) Appenweier. In the case of deliveries to foreign countries subject to VAT, the Customer shall make available all documents required by HWI DEVELOPMENT to deduct input tax.

4. PRICES, DUE DATE, DEFAULT

4.1 In the case of reference substances and other products, laboratory work and other services, the

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remuneration shall be agreed upon at the time the contract is entered into. If no agreement is made on prices that are contrary to the offer, the prices stated in the offer shall apply. The invoice amount falls due for payment immediately in accordance with § 271, BGB, unless a term of payment is agreed upon in a contract or granted by HWI DEVELOPMENT in the invoice. The invoice amount is payable as a net amount. No trade discounts shall be granted. The specified prices are to be understood plus the statutory turnover tax.

4.2 Offsetting on the part the Customer by way of counterclaims or the retention of payments shall only be permissible if the counterclaims are undisputed or have become *res judicata* or if the claim which the Customer wishes to offset results from the same business relationship.

4.3 HWI DEVELOPMENT reserves the right to perform the order processing subject to cash on delivery, partial cash in advance or cash in advance. The Customer will be informed accordingly in advance where necessary.

4.4 In the case of default in payment on the part of the Customer, HWI DEVELOPMENT shall be entitled to charge interest in the sum of 5 (five) percentage points above the base interest rate from the due date. If the payment is a remuneration claim against an entrepreneur, HWI DEVELOPMENT shall charge interest in the sum of 9 (nine) percentage points above the base interest rate from the due date. This does not affect asserting higher interest and further damages in case of default.

4.5 If the Customer is in arrears with an agreed instalment payment in full or in part, HWI DEVELOPMENT shall have the right to either demand immediate payment of the entire debt or residual debt or withdraw from the contract after setting an additional period in vain. In this case, the Customer shall be required to compensate HWI DEVELOPMENT for the resulting damage.

5. RETURNS

Reference substances or other products of HWI DEVELOPMENT are excluded from the right of return, subject to the warranty claims provided for in sub-section 7 unless otherwise agreed with a person authorised by HWI DEVELOPMENT in that respect. Return consignments that are incomplete or damaged by dispatch of the Customer or its vicarious agents shall not be accepted by HWI DEVELOPMENT or shall be returned at the Customer's expense.

6. DATA PROTECTION

The Customer's personal data collected in conjunction with executing the contract (in particular first and family names of the authorised representatives, e-mail addresses and other contact data of employees) are processed in compliance with the data protection law provisions.

7. WARRANTY CLAIMS

7.1 HWI DEVELOPMENT shall be liable for the faulty nature of delivered data, data carriers, laboratory work or other services (advice, information) by repeating, free of charge, a faulty delivery or service. In the case of delivery of products, HWI DEVELOPMENT shall be liable for defects by rectifying the defects or providing a substitute delivery of a fault-free item. Insofar as a quality of goods has been agreed upon in a contract, the faulty nature of such goods shall be exclusively determined by way of this quality agreement (specification). If the rectification of defects fails or if HWI DEVELOPMENT is not willing or able to rectify the defects or provide a substitute delivery or if the rectification or replacement is delayed beyond a reasonable period of time for reasons for which HWI DEVELOPMENT is responsible, the Customer shall be entitled to withdraw from the contract or demand a reduction of the agreed remuneration. Sub-section 8, Liability, applies to claims for damages and reimbursement of expenses incurred in vain due to a defect.

7.2 The Customer shall give written notice of any defects within 30 days of the work result being sent, otherwise the assertion of claims based on this defect shall be excluded.

§ 377, HG, (German Commercial Code), shall apply without restrictions in the case of delivery of goods. Notification of a defect shall, in any case, no longer be deemed without delay if it is given later than one week following delivery of the goods.

7.3 Claims for defects on the part of the Customer shall fall under the statute of limitations following expiry of one year from the complete and final rendering of the service or delivery of the product by HWI DEVELOPMENT. The statutory limitation periods shall apply in the following cases in the place of this one-year period: (i) liability for intent, (ii) fraudulent concealment of a defect, (iii) claims for damages arising from loss of life, physical injury or detrimental effects on health based on a negligent breach of duty by HWI DEVELOPMENT, (iv) claims for damages arising from loss of life, physical injury or detrimental effects on health, which are based on an intentional or negligent breach of duty by a legal representative or vicarious agent of HWI DEVELOPMENT, v) other

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claims, which are based on a grossly negligent breach of duty by HWI DEVELOPMENT or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of HWI DEVELOPMENT.

8. LIABILITY

8.1 Liability on the part of HWI DEVELOPMENT, irrespective of the legal grounds, is limited in accordance with the following sub-sections, insofar as culpability is involved (including the fault of the executive bodies, legal representatives, employees or other vicarious agents).

8.2 HWI DEVELOPMENT shall only be liable in the case of basic negligence insofar as the matter concerns a breach of obligations that are essential to the contract. The obligation to provide a fault-free delivery and/or service, which should enable the Customer to use the work results in accordance with the contract is, in particular, essential to the contract. In this case, liability is limited to foreseeable damage that is typical for the contract.

8.3 Indirect and consequential damage, defects in the job result shall only be subject to compensation provided such damage is typically to be expected in the case of using the job result as per agreement.

8.4 The limitations of this sub-section do not apply to liability on the part of HWI DEVELOPMENT insofar as a limitation of liability is excluded by law on a compulsory basis. This applies, in particular, to liability for intent and gross negligence and loss of life, physical injury or detrimental effects on health as well as liability in accordance with the German Product Liability Act (where applicable).

9. TRANSPORT DAMAGE

If the Customer identifies damage to the packaging (transport damage), the Customer must arrange for the damage to be certified by the carrier upon acceptance of the consignment. Transport damage that is only identified after unpacking the goods must be reported to HWI DEVELOPMENT in writing (*Textform*) and received within three (3) working days.

10. RIGHTS TO WORK RESULTS/PROTECTION OF WORK RESULTS

10.1 The Customer shall be entitled to the rights to the work results. Work results within the meaning of these General Terms and Conditions of Business are analysis certificates, reports, expert opinions and other documents that the Customer receives within the scope of an order. These do not include results that are only obtained on the occasion of the work that is the subject of the contract without being related to it in terms of content, as well as results that are created or

can be used independently of the project and without using confidential information of the Customer.

10.2 The know-how used or acquired by HWI DEVELOPMENT during the work, in particular technological and analytical procedures and methods, shall remain the property of HWI DEVELOPMENT. If this know-how is part of the order, the Customer shall be granted a limited, non-exclusive, right of use in accordance with the terms of the order. HWI DEVELOPMENT reserves the right to freely use its own know-how, in particular but not exclusively for orders of other principals and/or publications.

10.3 HWI DEVELOPMENT undertakes to inform the Customer without delay of all employee inventions arising during the course of the activities in accordance with this contract. To the extent that the Customer is interested in these inventions, HWI DEVELOPMENT shall utilise them and transfer them to the Customer. Insofar as HWI DEVELOPMENT is required to pay remuneration in accordance with the law on employee inventions (ArbErfG), the Customer is to reimburse HWI DEVELOPMENT for this remuneration.

10.4 The Customer shall use the work results obtained by HWI DEVELOPMENT within the scope of the investigations only for its own purposes and the purposes of the respective individual order. Copying and forwarding to third parties (e.g. regulatory authorities) are permitted as part of this. Any reproduction and/or disclosure for other purposes is prohibited and shall be subject to the consent of HWI DEVELOPMENT in writing (*Textform*). If the Customer is part of a subordinate or equal-ranking Group, the transfer to the Group companies shall be subject to the express consent of HWI DEVELOPMENT (prohibition of sub-licensing).

11. SECRECY

The Customer and HWI DEVELOPMENT undertake to maintain secrecy regarding confidential information, business and trade secrets (hereinafter "Information") received in conjunction with the order, business and trade secrets of the respective other party, and neither to publish such Information nor to make it available to third parties. Furthermore, HWI DEVELOPMENT undertakes to maintain secrecy regarding the work results. If affiliated companies and/or third parties are required to receive Information in accordance with the order, the party concerned may forward the Information to them provided the affiliated companies and/or third parties undertake to maintain secrecy on their part.

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12. SAMPLE STORAGE

Unless otherwise agreed in writing (*Textform*), samples provided for inspection shall be stored at HWI DEVELOPMENT for a maximum of 3 (three) months insofar as the nature of the samples permits this. The samples can be destroyed after this period. If a return of samples is requested, this shall apply the Customer's cost and risk.

13. RESERVATION OF TITLE, COPYRIGHTS

13.1 HWI DEVELOPMENT reserves ownership of, including all copyrights to, the delivered items (including products, substances, documents, data and data carriers) until payment in full of the agreed remuneration. The Customer undertakes to inform HWI DEVELOPMENT without delay of any change of its place of business as long as claims for delivered items or data are outstanding or items or data have not yet been delivered.

13.2 Processing or transformation of the items by the Customer are, at all times, carried out on behalf of HWI DEVELOPMENT (manufacturer clause). If the items are processed with other items that are not the property of HWI DEVELOPMENT, HWI DEVELOPMENT shall acquire co-ownership of the new items in the proportion of the value of the delivered items to the other processed items at the time of processing.

13.3 If the delivered items are mixed with other items that are not the property of HWI DEVELOPMENT, HWI DEVELOPMENT shall acquire co-ownership of the new items in the proportion of the value of the delivered items to the other mixed items at the time of mixing. If the Customer's item is to be regarded as the main item, the Customer shall be required to transfer to HWI DEVELOPMENT proportionate co-ownership of the mixed item.

13.4 The Customer is entitled to resell the goods delivered by HWI DEVELOPMENT subject to reservation of title in the ordinary course of business as long as it is not in default with its payment obligations to HWI DEVELOPMENT. The Customer assigns to HWI DEVELOPMENT by way of security the claims against its business partners arising from the sale. HWI DEVELOPMENT accepts the assignment. HWI DEVELOPMENT authorises, which may be revoked, the Customer to collect the claims assigned to HWI DEVELOPMENT for its own account in its own name as long as the Customer honours its payment obligations. If the Customer defaults in its payment obligations to HWI DEVELOPMENT, HWI DEVELOPMENT may demand that the Customer disclose the assigned claims and the respective debtors, inform the respective debtors of the assignment and hand over all documents to HWI DEVELOPMENT as well as provide

all information that HWI DEVELOPMENT requires to assert the claims against the Customer's business partners.

14. TERMINATION

Termination of laboratory work and other services (with the exception of the delivery of goods and products) is possible by both contracting parties at any time by way of a notice period of four (4) weeks. Notice of termination is to be given in writing. If the Customer terminates the contract, it is to reimburse HWI DEVELOPMENT for the costs actually incurred up until then (in particular personnel, material and travel costs) and expenses. In addition, termination on the part of the Customer shall entitle HWI DEVELOPMENT to receive a percentage share of 50% of the difference between the agreed fee and the fee paid up to the time of termination unless the Customer furnishes proof that the loss of remuneration incurred by HWI DEVELOPMENT due to the termination was lower due to the alternative use of the manpower or other circumstances or would have been lower due to the maliciously omitted alternative use of the manpower. In this case, the Customer shall be entitled to the handover and surrender of the documentation on the partial sections or partial results of the process development completed up to that point. If HWI DEVELOPMENT terminates the contract, the Customer shall have the right to documentation of the partial results obtained up until then but is to reimburse on a pro rata temporis HWI DEVELOPMENT for the hours worked, as well as the complete costs (including personnel, material and travel costs) and expenses.

15. TERMINATION FOR GOOD CAUSE

If it becomes clear during the course of a project that the achievement of the intended project goal has become impossible for factual, legal or economic reasons, HWI DEVELOPMENT shall have a right of termination for good cause, whereby HWI DEVELOPMENT shall have a claim to a percentage share of the agreed fee in addition to the claim to reimbursement of the costs incurred (personnel, material and travel costs) as well as expenses. The amount of the share corresponds to the percentage share specified in sub-section 14 of these General Terms and Conditions of Business. In this case, the Customer is entitled to the handover of the documentation of the previous partial sections and partial results.

16. SAFEGUARDING CLAUSE

In the event that one or more provisions of these General Terms and Conditions of Business prove to be invalid, void, impracticable or incomplete, this shall not affect the validity of the remaining provisions of

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these General Terms and Conditions of Business. The parties shall, - where applicable in the appropriate form - replace the invalid, impracticable or void provision with a regulation, or rectify the omission, by way of a regulation, which can best achieve the economic purpose pursued by the contracting parties.

17. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

German law applies by way of exclusion of those conflict-of-law provisions that would subject the agreement to foreign law and the rules of the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Sales Convention"). The registered office of HWI DEVELOPMENT is deemed the place of performance. If the Customer is a merchant, Freiburg i. B. (Baden-Württemberg) is deemed the place of jurisdiction.