

1. Validity of the Terms and Conditions of Purchase

- 1.1 The TCP of Collomix GmbH ("Client") shall only apply to contracts between the Client and entrepreneurs.
- 1.2 The TCP apply to all enquiries, orders and contracts for deliveries and services ("Delivery") between the Contractor and the Client (together the "Parties").
- 1.3 The TCP shall also apply in their respective version to all future contracts within the framework of ongoing business relationships, even if they are not expressly agreed again.

2. Offer, acceptance

- 2.1 Offers and declarations of acceptance, amendments and other ancillary agreements and arrangements made prior to or upon conclusion of the contract, as well as delivery call-offs, must be made in writing or text form (letter, fax, e-mail; hereinafter collectively referred to as "in writing") in order to be legally effective.
- 2.2 The preparation of an offer by the Contractor shall be free of charge. Remuneration for visits or the preparation of offers, projects, drafts and trial deliveries shall only be paid by prior written agreement.
- 2.3 If an order confirmation from the Contractor deviates from the content of the Client's previous declarations, any deviations must be labelled. The Client is only bound if he expressly agrees to the deviation.
- 2.4 The TCP of the Client shall apply exclusively. The Contractor's General Terms and Conditions shall not apply unless the Client has expressly agreed to them. Other terms and conditions shall only apply if these are specified by the Client in the offer or acceptance. In particular, the acceptance of deliveries and payments shall not constitute consent by the Client to the Contractor's General Terms and Conditions.
- 2.5 The Client may cancel an order placed with the Contractor if the Contractor has not accepted it in writing within two weeks of receipt (order confirmation).
- 2.6 Correspondence relating to the order shall only be conducted with the Client's purchasing department separately for each individual order, stating the order number and/or other identifiers. Unless otherwise requested by the Client, the Contractor shall issue a dispatch note, delivery note and invoices and submit them in good time.

3. Notice and due diligence, inspections

- 3.1 The Contractor shall immediately notify the Client in writing of any changes in the composition of the material or the design compared to similar deliveries previously made to the Client. The consent of the Client is required to implement these changes.
- 3.2 The Contractor's liability for material defects shall not be affected by inspections.
- 3.3 Material and test certificates are part of the Contractor's scope of delivery and services and must be available at the time of delivery. The Contractor shall bear the material and personnel costs for the material and test certificates of the material

4. Deliveries and services

- 4.1. The Contractor shall only be authorised to make partial deliveries with the express consent of the Client.

- 4.2 The timeliness of a delivery or subsequent fulfilment, in each case without installation or assembly, shall be determined by receipt at the agreed place of receipt; the timeliness of a delivery with installation or assembly and of work services shall be determined by their acceptance.

- 4.3 In the event of a recognisable delay in delivery or inability to deliver, the Contractor shall immediately notify the Client in writing and obtain a decision from the Client on how to proceed, stating the reasons and the expected duration of the delay.

5. Transfer of risk and dispatch

- 5.1 Unless otherwise agreed, the following shall apply: In the case of a delivery with installation or assembly or a work performance, the risk of accidental loss or accidental deterioration of the goods shall pass upon acceptance, in the case of a delivery without installation or assembly upon receipt at the place of receipt specified by the Client. If a work performance has been agreed, the Contractor shall be obliged, at the request of the Client, to insure the materials/goods in its possession against accidental loss and accidental deterioration.

- 5.2 Shipping and packaging costs shall be borne by the Contractor. In the case of pricing ex works or ex warehouse of the Contractor, the goods shall be dispatched at the lowest cost in each case, unless the Client has specified a particular mode or means of transport. Additional costs due to non-compliance with shipping or packaging instructions shall be borne by the Contractor. In the case of pricing free recipient including packaging and transport insurance, the Client may determine the mode of transport; however, the Contractor shall be free to choose the most favourable mode of transport for him if damage to the delivery is excluded and the confirmed delivery date is not exceeded. Additional costs for any accelerated transport required to meet a delivery date shall be borne by the Contractor.

- 5.3 The Contractor shall enclose the consignment note, delivery notes, certificates of analysis and test certificates with the delivery and shall immediately notify the Client in writing of the dispatch with the same details.

- 5.4 Title to the delivery shall pass to the Client upon receipt of the delivery or full payment, whichever occurs first.

- 5.5 Unless otherwise agreed, DDP shall be delivered in accordance with Incoterms®2020 to the company location specified by the Client in the order. Unless otherwise agreed, Incoterms® 2020 shall apply in the event of a reference to Incoterms.

- 5.6 The validity of the German Freight Forwarders' Standard Terms and Conditions (ADSp) is excluded.

6. Default

- 6.1 The agreed delivery deadlines are binding and must be strictly adhered to.

- 6.2 If the Contractor does not provide the service, does not provide it within the agreed delivery time or is in default, the Client's rights – in particular to withdrawal and compensation – shall be determined in accordance with the statutory provisions and additionally in accordance with Section 6.4.

- 6.3 If delays occur or are to be expected in the delivery and/or its preparation, the Contractor shall notify the Client immediately.
- 6.4 If the Contractor is culpably in default, the Client shall be entitled, without prejudice to other rights, to demand a contractual penalty of 0.5% of the order value per commenced week of default, up to a maximum of 5% of the order value. The assertion of other legal consequences, including higher damages, shall remain unaffected; any contractual penalty already paid shall be offset against any higher damages asserted. An express reservation of the right to claim the contractual penalty upon acceptance of the delayed delivery is not required. The Contractor shall be entitled to prove that the Client has suffered less damage or no damage at all.
- 6.5 Force majeure, industrial action on the part of the Client and/or the Contractor or their vicarious agents as well as any unavoidable event that prevents or makes impossible the fulfilment of the contract and for which the Client and/or the Contractor or one of their vicarious agents is not responsible shall release the affected party from its obligations for the duration and scope of the disruption. If one or more of the aforementioned events occur at the Contractor, the Contractor shall immediately notify the Client of these events in writing.
- 6.6 .
- 7. Invoices**
- 7.1 Invoices must be submitted in the original and as a duplicate and must contain at least the following information:
1. Order number and item number of the Client
 2. Supplier number and invoice number (number of the Contractor)
 3. Part number (article number)
 4. Designation (order text)
 5. Quantity
 6. Prices, with VAT to be shown separately, and any surcharges
 7. Transport and packaging costs
 8. Sales identity number
 9. Date of delivery and service
- 7.2 As long as this information is missing, invoices are not payable. Invoice duplicates must be labelled as "duplicate".
- 8. Payments**
- 8.1 Unless otherwise agreed, payments shall be made
1. within 14 days with deduction of a 3% discount or
 2. within 30 days net.
- 8.2 The payment period shall commence as soon as the delivery has been completed and the invoice has been received by the Client. The completeness of the delivery presupposes the receipt of the material tests, test reports, quality documents or other documents, if agreed. The discount deduction in accordance with Section 8.1.1 is also permissible if the Client offsets or withholds payments in a reasonable amount due to defects; in this case, the payment period shall commence after the defects have been fully remedied.
- 8.3 The Client shall only be in default of payment if it fails to pay in response to a written reminder from the Contractor that is issued after the payment is due.
- 8.4 A defective delivery is offset by a debit note and charged to the accounts payable account.
- 8.5 Payments do not constitute recognition of the deliveries or services as being in accordance with the contract.
- 9. Prices**
- 9.1 The prices offered by the Contractor are fixed prices for the term of the order when the order is placed. Price changes are only possible after written confirmation by the Client.
- 9.2 If advance payments have been agreed, the Client may demand that the Contractor provide directly enforceable guarantees from a major German bank or major insurance company as security for the advance payments.
- 9.3 In the event of withdrawal from the contract by the Client, advance payments already made shall be repaid and interest shall be charged at 3% above the respective EURIBOR ECB of the Deutsche Bundesbank from the date of payment.
- 10. Security deposit**
- The Client may deduct 5% of the order value as an amount retained for material defects upon payment of the invoice if it pays the retention into a blocked account which the Client and Contractor can only dispose of jointly. If the retained amount is released to the Contractor, the Contractor shall be entitled to the interest on the blocked account.
- 11. Spare parts and availability**
- 11.1 The Contractor shall supply spare parts for the period of the expected technical utilisation of the delivery on reasonable terms, but at least 10 years from the start of the contract.
- 11.2 If the Contractor discontinues the production of the spare parts, the Contractor shall give the Client the opportunity to place a final order and/or, upon request, hand over to the Client all equipment and documents required for the production of the spare parts and allow the Client to use them free of charge.
- 12. Quality assurance**
- For the duration of the contractual relationship with the Client, the Contractor shall maintain a quality assurance system that fulfils the requirements of the technical norms and standards current at the time of conclusion of the contract, document the results thereof and make them available to the Client for inspection. Upon request, the Contractor shall conclude a quality assurance agreement with the Client.
- 13. Receiving inspections, notification of defects**
- The following applies to purchase contracts and contracts for work and materials:
- 13.1 Upon receipt of the delivery, the Client shall check whether there is any externally recognisable transport damage or other externally recognisable defects.
- 13.2 If the Client discovers a defect during the aforementioned inspections, it shall notify the Contractor of this within 14 days of delivery. If the Client discovers a

- hidden defect at a later date, it shall notify the Contractor of this within 14 days of discovery.
- 13.3 The Client shall not be obliged to carry out any further inspections and notifications vis-à-vis the Contractor other than those mentioned above.
- 13.4 In the event that justified notifications of defects are raised by the Client, we shall be entitled to charge the Contractor a flat-rate quality assurance processing fee of €100.00 per process, plus the current statutory value added tax in each case. This processing fee is settled on a monthly basis. The Client expressly reserves the right to assert claims for damages exceeding the aforementioned flat-rate processing fee, e.g. due to above-average inspection, sorting, reworking, etc. costs. The Contractor shall be responsible for proving that there is no damage or that the amount of damage is lower.
- 14. Liability for material defects**
- 14.1 Unless otherwise agreed in writing, the Client's claims for material defects shall become time-barred three years after handover to the Client or, in the case of work performance, or if acceptance has been agreed, after acceptance. If, on the other hand, the item is a building or an item that is used for a building in accordance with its normal use and has caused its defectiveness, or if it relates to a building, the statutory warranty period of 5 years from handover or, if applicable, from acceptance of the item shall apply. In the case of deliveries by the Contractor to the Client's customers, the limitation period shall commence upon acceptance by the Client's customer. Statutory suspension and interruption provisions remain unaffected.
- 14.2 Any technical specifications of the Contractor shall not constitute conclusive quality agreements, e.g. within the meaning of Section 434(1)(1) BGB or Section 633(2)(2) BGB.
- 14.3 The Contractor warrants the careful and proper fulfilment of its contractual obligations, in particular compliance with the specifications and other execution regulations of the Client in accordance with the latest state of science and technology, as well as the quality and suitability of the delivery with regard to the material, design and execution of the documents belonging to the delivery (operating instructions, drawings, plans, etc.).
- 14.4 If defects are discovered before or at the time of transfer of risk or occur during the limitation period, the Contractor shall, at its own expense and at the Client's option, either remedy the defects or deliver or perform again free of defects. This also applies to deliveries for which the inspection was limited to random samples. The Client's option shall be made at its reasonable discretion.
- 14.5 If, as a result of defective deliveries, an overall inspection is required which exceeds the extent of the incoming goods inspection required in accordance with Section 13, the Contractor shall reimburse the Client for the costs incurred as a result.
- 14.6 Insofar as the Contractor has remedied a defect recognised by it by subsequent delivery, the limitation period for defects in the subsequent delivery shall commence anew in this respect in accordance with Section 14.1 with the transfer of risk (Section 5.1). In the case of deliveries to the Client's customers, this period shall commence anew upon acceptance by the Client's customer.
- 14.7 If the Contractor has remedied a defect recognised by it by means of a repair, the limitation period shall not begin to run anew unless the repair was defective. In this case, the limitation period for defects in the repair in accordance with Section 14.1 shall begin anew with the transfer of risk (Section 5.1). In the case of deliveries to the Client's customers, this period shall commence anew upon acceptance by the Client's customer.
- 14.8 If the rectification of defects or the replacement delivery or service fails, the Client shall be entitled to
1. Withdraw from the contract in whole or in part without compensation or
 2. Demand a reduction, or
 3. Carry out a repair or new delivery itself or have it carried out at the Contractor's expense and
 4. Demand compensation instead of performance.
- Section 281 (2) and Section 323 (2) BGB remain unaffected.
- 14.9 The same shall apply if the Contractor declares itself unable to remedy the defect, make a new delivery or provide a new service within a reasonable period of time.
- 14.10 If the Client demands compensation instead of performance, it shall retain its claim to the delivery until the Contractor has actually paid compensation in full.
- 14.11 If the Client has an interest in an immediate repair due to the avoidance of its own default vis-à-vis third parties or other urgency and if the Client has notified the Contractor of the defect and set a deadline for rectification, the Client may carry out the repair at the Contractor's expense after expiry of the deadline.
- 14.12 If defective deliveries are not taken back by the Contractor despite the Client's request, they may be disposed of at the Contractor's expense or returned "freight collect" at the Contractor's expense. The Contractor shall bear the risk of returning defective deliveries.
- 14.13 Further claims of the Client, in particular claims arising from recourse by the entrepreneur (Section 478 BGB) and for compensation for uselessly incurred handling or processing costs, shall remain unaffected.
- 15. Property rights**
- 15.1 The Contractor shall provide the delivery free from defects of title, in particular free from property rights and applications for property rights of third parties ("Property Rights"). In the event of a culpable infringement of Property Rights, the Contractor shall indemnify the Client and/or its customers if claims are asserted against them out of court or in court due to the infringement of Property Rights. In the event of a legal dispute, the Contractor shall provide legal assistance upon request. In addition, the Contractor shall compensate the Client and/or its customers for any damage arising from the fact that they have relied on the free usability of the delivery. The damage suffered by a customer of the Client shall only be compensated by the Contractor if the customer has made a claim against the Client.
- 15.2 The Contractor shall not be liable if it has manufactured the delivery exclusively in accordance with the

- Client's drawings and models and it did not know or should not have known that the manufacture of this delivery constituted an infringement of rights in the aforementioned sense.
- 15.3 Upon request, the Contractor shall name all Property Rights used in connection with the delivery. If the Contractor discovers an infringement of Property Rights, it shall notify the Client of this without being requested to do so.
- 16. Liability**
The statutory provisions apply. The Client does not recognise any exclusion or limitation of liability on the part of the Contractor.
- 17. Product liability**
If a third party asserts a product liability claim against the Client due to the defectiveness of the Contractor's delivery, the Contractor shall immediately indemnify the Client against such claims.
- 18. Passing on orders to third parties**
The passing on of orders to third parties without the written consent of the Client is not permitted and shall entitle the Client to withdraw from the contract in whole or in part. Further legal claims remain unaffected.
- 19. Provision of materials**
- 19.1 Material provided by the Client shall remain the property of the Client and shall be stored, labelled and managed separately by the Contractor free of charge. It may only be used for orders placed by the Client. In the event of depreciation or loss, the Contractor shall provide compensation. This also applies to the provision of order-related material for a fee.
- 19.2 Processing or remodelling of the material provided by the Client shall be carried out for the Client. The latter immediately becomes the owner of the new or remodelled item. If this is not possible for legal reasons, the parties agree that the Client shall become co-owner of the new item in proportion to the value of the material provided at all times during processing or transformation. The Contractor shall store the new item free of charge for the Client with the due care of a prudent businessman.
- 20. Models, tools, moulds, patterns, etc.**
- 20.1 Models, tools, moulds and samples that are the property of the Client may be made available to the Contractor on loan. The Contractor shall ensure that the owner is clearly recognisable through labelling. The Contractor waives all rights to these models, tools, moulds and samples, in particular rights of retention, which may oppose a request for surrender by the Client. Models, tools, moulds and samples may not be disposed of or sold without the written consent of the Client.
- 20.2 Models, tools, moulds, etc. provided to the Contractor by the Client must be stored properly, treated with care and insured at replacement value. Modifications and repairs are only permitted with the written consent of the Client. The Contractor shall maintain models, tools, moulds and samples.
- 20.3 In the event of enforcement measures against models, tools, moulds and samples of the Client or other production facilities of the Client, the Contractor shall be obliged to inform the Client immediately so that the Client can protect its rights.
- 21. Development contracts**
The following additional provisions apply to the performance of development services:
- 21.1 The characteristics of the item to be developed are set out in writing in a requirements specification. If the Client fails to draw up such a requirements specification, the Contractor shall draw up a schedule of services for the item to be developed within a reasonable period of time after receipt of the order and send this to the Client. After written approval of this schedule of services by the Client, this schedule of services shall replace the requirements specification. In addition to the quality specifications stated in the requirements specification, the specifications set out in the Contractor's offer shall in any case be deemed to be contractually agreed quality specifications of the development service or the object of development.
- 21.2 The Client shall provide the Contractor with all information required for development in a complete and comprehensive manner.
- 21.3 The Contractor shall keep the Client informed of the status of development on an ongoing basis.
- 21.4 The Contractor shall take into account the Client's written requests for the execution of the development work. If, however, the consideration of these wishes should impair the achievement of the development objective or lead to the planned financial scope of the development work being exceeded, the Contractor must – as soon as it recognises this – inform the Client of this in writing. If the Client insists that its wishes be taken into account, it shall bear the responsibility in this respect. Insofar as a cost overrun is considered, the request shall only be binding after a special written agreement has been reached on the remuneration of the resulting additional costs and additional services of the Contractor.
- 21.5 The Contractor shall request the Client's prior written consent if it wishes to involve third parties outside its company, including freelancers, in the execution of its order and the third party must be informed of the development task or a significant part thereof.
- 21.6 The Contractor shall maintain confidentiality about all business details in connection with the development of which it becomes aware. This shall not apply to information that is already generally known prior to the conclusion of the contract or becomes known after the conclusion of the contract without any action on the part of the Contractor, that is subject to a statutory disclosure obligation or that must be disclosed in response to an official request.
- 21.7 The Client shall be entitled to receive one copy each of the scientific or technical documents (functional drawings, system drawings, circuit diagrams and the like) and preliminary operating instructions arising during the performance of the contract, insofar as they are necessary for proper testing and evaluation of the development result. No special costs are recognised for the provision of these documents; they are included in the development costs.
- 21.8 The Client shall retain the sole and exclusive right of use for all developments commissioned by the Client. Any use of the development by the Contractor requires the written consent of the Client.

22. Cancellation and withdrawal

Notwithstanding other rights of cancellation and withdrawal, the Client shall be entitled to cancel or withdraw from the contract if the financial situation of the Client deteriorates significantly or if the Contractor suspends its payments not only temporarily.

23. Origin of goods/certificates of origin/export regulations

23.1 Prior to execution of the delivery, the Contractor shall provide all evidence (e.g. certificates of origin) required by the Client to obtain customs or other benefits and for customs clearance as well as all associated processes, actions, etc.

23.2 The Contractor shall inform the Client in writing which components, assemblies, devices and equipment, etc., are subject to export or re-export restrictions in accordance with the foreign trade regulations of the Federal Republic of Germany or, if applicable, the "US Export Regulations".

24. Confidentiality

24.1 The Contractor shall neither pass on to third parties nor use for purposes other than the contractual purposes any tools, moulds, samples, models, profiles, drawings, standard sheets, print templates and other technical documentation, irrespective of the carrier medium ("Documents"), knowledge and information, as well as any items manufactured on the basis thereof, without the written consent of the Client. They must be secured against unauthorised access or use. Subject to further rights, the Client may demand their surrender if the Contractor breaches these obligations. 24.2 All information, information marked as confidential or information for which the need for confidentiality is otherwise recognisable, regardless of the form in which it is disclosed (together "Confidential Information"), must be treated confidentially and must not be made accessible to third parties. Confidential Information must be used expressly for business purposes and may only be reproduced with the express consent of the Client. Upon request, but at the latest after completion of the order, all confidential information must be returned to the Client without being asked or destroyed or – in the case of electronic storage – deleted. Information that (a) was already in the public domain at the time of disclosure without breach of the above confidentiality obligation or becomes publicly known later, (b) is expressly disclosed by the Client on a non-confidential basis, (c) was already lawfully in the possession of the Contractor prior to disclosure or is later disclosed to the Contractor by a third party without breach of a confidentiality obligation, or (e) is subject to a statutory or regulatory obligation to disclose, shall be exempt from the above confidentiality. The confidentiality obligation shall continue to apply without restriction even after the termination of the transaction.

25. Insurance

25.1 The Client shall not bear the costs of insurance for deliveries, in particular forwarding insurance.

25.2

25.3 The Contractor shall take out adequate liability insurance at its own expense for damage caused by deliveries or services rendered. To cover product liability risks, the Contractor maintains business liability insurance including insurance for product financial losses

(extended product liability insurance for personal injury and property damage, including foreign damage and recall cost cover). Proof of the amount of cover must be provided to the Client on request. The scope of the Contractor's liability shall not be limited by the conclusion and proof of liability insurance.

26. Assignment of claims

An assignment of claims is only permitted with the prior written consent of the Client.

27. Applicable law

27.1 The substantive law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

27.1 Unless otherwise agreed, the Client's registered office shall be the place of fulfilment.

28. Place of jurisdiction

The exclusive place of jurisdiction is Ingolstadt.