These general terms and conditions of sale ("**GTCS**") are the only terms that apply to any purchase order ("**PO" together with the GTCS, the "Agreement")** placed by an entity ("**Buyer**") to GAB Neumann GmbH ("**Seller**") for the provision of Seller's products, equipment, systems, and parts (individually and collectively, "**Goods**") and/or services, such as repair services, field services, and engineering services ("**Service(s)**"). Buyer and Seller are referred to herein individually as "**Party**" and collectively as "**Parties**".

1. OTHER TERMS AND CONDITIONS

**ANY ADDITIONAL OR CONTRADICTORY TERMS OR CONDITIONS OF BUYER SHALL NOT APPLY, UNLESS EXPRESSLY AGREED IN WRITING BY BOTH PARTIES. SELLER'S ACCEPTANCE OF A PO SHALL NOT BE DEEMED AS AN ACCEPTANCE OF ANY ADDITIONAL OR CONTRADICTORY TERMS OR CONDITIONS OF BUYER**.

2. ORDER AND ACCEPTANCE

2.1 Buyer shall place a PO by any agreed written means. In addition to any mandatory information, Buyer shall indicate in the PO (i) Seller's reference for the Goods and/or the Services, (ii) the Goods' quantity, delivery date, and the INCOTERMS® (ICC 2020 Edition) mutually agreed by the Parties, and (iii) the Price and payment terms.

2.2 For any PO of less than EURO 200, Seller reserves the right to either reject such PO or charge for supplementary costs (*e.g.*, logistic costs, transportation costs).

2.3 Seller shall be bound by a PO only upon occurrence of either (i) Seller's express written acceptance of the PO, which shall be made in a timely manner or (ii) upon the commencement of the performance of the PO.

2.4 A PO, which has been confirmed by Seller, constitutes a firm order. As a general rule, such PO cannot be cancelled by Buyer. Exceptionally, a PO may be cancelled subject to Seller's prior written approval. A PO shall also be cancelled by Seller by right if such PO is in violation of the provisions set in Section 11.

3. SHIPMENT, RISK OF LOSS, AND DELIVERY

3.1 Seller shall use reasonable efforts to meet any performance dates to render services specified in the PO and any such dates shall be estimates.

3.2 Unless otherwise mutually agreed by the Parties, the Goods shall be delivered or made available to Buyer according to the EXW INCOTERMS ® (ICC 2020 Edition) and at the agreed delivery place. Risk of loss will pass to Buyer according to the applicable INCOTERMS®.

3.3 Delivery of quantities that differ from the quantity specified on the PO shall not relieve Buyer from its obligation to accept delivery of the Goods as well as the balance of the PO.

3.4 Changes in delivery schedules, special shipping or packaging, handling conditions requested by Buyer are subject to price adjustment. If Buyer requests that delivery be postponed or if the delivery and/or shipment is delayed or become impossible due to reason not attributable to Seller, the Goods may be stored at Buyer's expense and risk.

3.5 **Seller shall not be liable for any loss, damage, or penalty for delay in shipment or delivery.**

4. INSPECTION

4.1 Buyer shall within five (5) business days of receipt and, in any event, before the Goods are incorporated into another products or equipment, (i) carefully inspect the Goods against any non-conformity to the PO such as erroneous Goods, quantity (if applicable), or apparent defects, (ii) notify Seller of any apparent damage or loss within three business days after discovery of a deviation to the Purchase Order.

4.2 Buyer's inspection and/or acceptance tests shall not exceed the inspection and/or test procedures customary in the industry for the furnished Goods and shall be carried on at Buyer's expense.

4.3 If Buyer wants to return the Goods, Buyer shall request a return material authorization and return the Goods in the original shipping packaging and all packing materials.

5. PRICE, PAYMENT, AND TRANSFER OF TITLE

5.1 Price.

5.1.1 The price of the Goods (the "**Price**") is the one offered by Seller to Buyer for the sale of the Goods and/or the provision of the Services and specified accordingly in the applicable PO. Unless otherwise agreed in writing, the Price includes standard packaging but is exclusive of any freight, handling and shipping insurance charges. Price does not include any national, state or local sales, use, value added, import, export or other taxes. Buyer shall pay any such taxes, if applicable. Buyer shall bear sole responsibility for any withholding tax liabilities.

5.1.2 Seller may increase the Price with reasonable notice in case of (i) a major increase of transportation costs, fuels' costs, labor's costs, raw materials' costs, and other production costs, (ii) significant changes of currency exchange rates, taxes, duties. The timing of implementation of any increase, if any, will be agreed with Buyer.

5.2 Payment.

5.2.1 Buyer shall pay all invoices within thirty (30) days net from the date of invoice. All payments shall be in EUROS, unless otherwise agreed to in writing. Payment is deemed made when Seller's bank account is credited with the full amount corresponding to the invoice. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

5.2.2 In case of late payment, Seller will be entitled to apply a late payment penalty on the day following the payment date indicated on the invoice, equal to the rate of interest applied by the European Central Bank in its most recent refinancing operation plus 9 percentage point, and in addition, Seller shall further be entitled to claim damages for any further loss caused by non-payment, including the costs for recovering of the amount due. Lastly, for the following PO, Seller reserves the right to request payment on the date of Seller's written acceptance of the PO.

5.2.3 If, at any time, Seller reasonably determines that Buyer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Seller's other rights under this Agreement, at law or in equity, Seller may, without liability or penalty, take one or more of the following actions: (i) on ten (10) day's prior written notice, modify the payment terms specified in Section 5.2.1 for any future PO; (ii) reject any PO received from Buyer and not yet accepted; (iii) delay or withhold any further shipment of the Goods or delivery of the Services to Buyer; (iv) stop delivery of any Goods in transit and cause such Goods in transit to be returned to Seller; and/or (v) terminate the unpaid PO and any other unpaid PO previously accepted by Seller, as provided for in Section 12.2.

5.2.4 The set-off of any amount claimed to be due by a Party against any amount due to the other, is subject to the express written approval of the other Party, except for claims that have been confirmed by a court decision.

5.3 Retention of Title. Delivered Goods shall fully remain property of Seller (goods subject to retention of title) until the agreed Price has been fully paid up.

6. WARRANTIES AND REMEDIES

6.1 Seller warrants that all Goods will comply with their specification for a period of twelve (12) months from the delivery date unless indicated otherwise in Seller's offer ("**Warranty Period**"). Notwithstanding the foregoing, Seller's warranty for any tools, accessories or goods, which are not manufactured by Seller but sold by Seller in connection with the provision of the Goods or Services hereunder, shall not exceed the terms and period of warranty granted by its suppliers or manufacturers to Seller. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications in accordance with generally recognized industry standards for similar services.

6.2 **Warranty Exclusions : The warranties set forth in the Section 6.1 do not apply to and Seller makes no representations or warranty whatsoever with respect to defects caused by: (i) normal wear and tear, (ii) improper transportation, handling, storage by Buyer, (iii) installation and/or maintenance not operated as per recommendation or instructions provided by Seller, or by skilled personnel, (iv) defects in the products or equipment not supplied by Seller in which the Goods have been incorporated, (v) the Goods operated beyond their respective performance rates as per agreed specifications, or (vi) any repair or replacement of the defective part of the Goods by Buyer or a third party, without Seller's prior written authorization**.

6.3 The warranties set forth in Section 6.1 apply provided that (a) Seller is notified in writing by Buyer within thirty (30) days after discovery of defects; (b) at Seller's option, either Buyer returns the defective Goods to Seller at Buyer's expense, or provides Seller with access to the Goods on Buyer's site as stated in Section 6.4; and (c) Seller's examination of such Goods shall disclose that such defects or failures have not been caused by any of the Warranty Exclusions.

6.4 Seller's obligations under the warranties set forth in Section 6.1 shall be limited to repair or replacement (including reasonable dismantling and installation costs of the defective Goods; to be proven by Buyer) or refund of the price of the Goods supplied or Services rendered found by Seller to be defective pursuant to Section 6.3 of these GTC. The choice between these options is at Seller's sole discretion. Buyer may, at its option, request a price reduction or termination of the Agreement or of the PO only if repair or replacement has failed.. In case Seller elects to inspect and/or repair the Goods on Buyer's site, Buyer shall (i) provide reasonable access to equipment and material, facilities and documents and other data of Buyer for the purpose of examining the conditions of receipt, handling, storage, maintenance, installation and operation as aforesaid, and (ii) make available to Seller Buyer's personnel, facilities equipment and tools on site to assist in any repair and other activities provided by such warranties.
To the extent permitted by applicable law, Section 6.4 sets forth Seller's obligations and Buyer's sole and exclusive rights to which it may be entitled under the warranties set forth in Section 6.1. Buyer waives all other rights it may have by law or otherwise. The scope of the warranty set forth in Section 6.1 is final and exclusive. In particular, Seller makes no other warranty, even if implied, including, but not limited to, the merchantability of the Goods or Services or the fitness of the Goods orServices for any particular purpose other than that agreed upon with Seller.

7. INTELLECTUAL PROPERTY

7.1 Each Party shall remain the owner of the intellectual property rights which belong to it at the time of signature of the Agreement, in particular its patents, trademarks, models, copyrights and know-how ("**IPR**"). The signing and execution of the Agreement do not entail any assignment of IPR from one Party to the other.
Seller shall keep any and all IPR it owns to the Goods and to the Services, without limitation, including on drawings, plan, samples, specifications made or developed, etc. Buyer shall not attempt to disassemble or reverse engineer the Goods. All IPR in any improvements or modifications to the Goods shall vest solely with the Seller.
Any IPR held by Buyer that may be made available to Seller in connection with the performance of the Agreement shall not entail any transfer to Seller.

7.2 Buyer warrants that it owns or has a license right to all IPR necessary to enable it to transmit data, files and documents to Seller for the performance of the Agreement, and shall hold harmless and indemnify Seller against any claim or demand by a third party in respect thereof.

7.3 All goodwill associated with any Seller's trademarks inures solely to Seller, and Buyer shall take no action to damage the goodwill associated with Seller's trademarks or Seller.

7.4 As of the date of delivery, Seller warrants that the Goods or Services do not infringe IPR of any third party. Should nevertheless a claim for infringement of IPR in respect of the Goods or Services be made by a third party, Seller will indemnify Buyer against any liabilities, costs, expenses, damages and losses incurred by Buyer as a result of a breach by Seller of the warranty under this Section and will pay those costs and damages resulting from a final decision of a court of competent jurisdiction or competent arbitration court.Seller's obligations in this Section are subject to the conditions that: (i) Seller is notified promptly in writing by Buyer of any claim; (ii) Buyer does not make any acknowledgement of liability of which it seeks to be indemnified under this Section; (iii) Seller has sole conduct, authority, and control of the defense and all negotiation for any settlement or compromise thereof; and (iv) Buyer provides Seller with all information and reasonable assistance to handle the defense or settlement of the claim.

7.5 Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to indemnify Buyer with respect to any claim relating to, based on, or arising out of: (i) any modification or servicing made to the relevant Goods by Buyer or any third party without Seller's approval; (ii) the combination, integration, application, operation or use of the relevant Goods with any equipment, device, apparatus, program, code or data that is not manufactured, provided, indicated as being compatible with the Goods developed by Seller, and where such combination, integration, application, operation or use is the object of the claim; (iii) any use of the Goods or Services not intended by Seller; (iv) claims in issued patents that are essential or necessary to implement an industry standard promulgated by a recognized industry trade group or standard setting organization; (v) Buyer's failure(s) to use materials or instructions provided by Seller which would have rendered the relevant Goods or Services or its use non-infringing; and (vi) the continued sale, distribution, or use of the relevant Goods after Buyer has been provided with and fails to implement modifications or updates that would have avoided the alleged infringement within a reasonable time period.

7.6 Should the relevant Goods or Services become (or in Seller's opinion be likely to become) the subject of any infringement claim, Seller will have the option, at its sole discretion: (i) to procure for Buyer the right to continue using the relevant Goods or the result of the Services ; (ii) replace the relevant Goods or Services with a substantially equivalent non-infringing product; (iii) modify the relevant Goods or Services so they become non-infringing; or (iv) if solutions stated in (i), (ii), and (iii) are not technically and/or commercially feasible or suitable, terminate immediately, in whole or in part, the applicable Agreement involving the relevant Goods or Services and reimburse Buyer for the Goods' or Services' purchase Price.

7.7 To the fullest extent permitted by appliable law, this Section 7 and Section 8 below set forth Seller's entire liability and Buyer's sole and exclusive remedy for any intellectual property rights claims relating to the Goods or the Services, and Buyer waives all other remedies, statutory or otherwise.

8. LIMITATION OF LIABILITY

8.1 Seller, their legal representatives, employees and other persons employed to perform their obligations, shall only be liable to the other Party and any third party under these GTCS and any PO hereunder (whether such liability is based on contract and/or tort):

8.1.1 in the event of willful misconduct or gross negligence on the part of Seller, their legal representatives, employees and other persons employed to perform their obligations, or

8.1.2 in the event of ordinary negligence, if such negligence results in the breach of an essential contractual obligation. However, in cases of ordinary negligence, Seller's liability shall be limited to the reimbursement of damages which occur typically and which are foreseeable at the time of conclusion of the Agreement.

8.2 The limitations of liability laid down in section 8.1 do not apply in case of damages resulting from death, injury to life, limb or health or other cases of mandatory liability.

8.3 Seller shall not be liable for damages arising entirely from or in connection with the misuse of the Goods or the Services by Buyer, its employees, customers or others.

8.4 **Without prejudice to sections 8.1 and 8.2, Seller shall not be liable for damages for lost profits, loss of data, loss of production, loss of revenue and business interruption losses.**

8.5 **To the fullest extent permitted by the applicable law, the total cumulative liability of Seller and its agents or employees, arising from or in connection with the Agreement and/or any PO from any cause whatsoever, whether based on contract, or tort (including negligence), strict liability, under any warranty or otherwise, shall, in no event and under no circumstances, exceed the total payments made by the Buyer pursuant to the PO, and effectively received by Seller at the time of Buyer's claim.**

9. CONFIDENTIALITY

9.1 "**Confidential Information**" means all information, processes, know-how, ideas, specifications, and documentation which either Party may have imparted to the other relating to the Goods or the Services or to each Party's business and which relates to the subject matter of this Agreement and includes among others, the Price, specifications, and the design of the Goods or the Services, information relating to the personnel, policies, clientele or business strategies of either Party, and any information relating to the terms upon which the Goods or the Services are to be sold under these GTCS and PO. Notwithstanding the foregoing, the following shall not be considered as Confidential Information hereunder any information that: (i) is already in

possession of the receiving Party at the time of disclosure by the disclosing Party and continues to be held in confidence in accordance with the terms on which it was obtained; (ii) is or subsequently comes into the public domain through no fault or action or failure to act on the part of the receiving Party; (iii) is lawfully obtained by the receiving Party from a third party having the right to disclose it; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

9.2 The Parties shall refrain from disclosing and prevent their employees, agents or legal successors from revealing to any third party any Confidential Information regarding the other Party, without its prior written approval. Each Party shall use the other Party's Confidential Information solely to perform under this Agreement.

9.3 The provisions of this Section 9 will remain in force for a period of (5) years from the date of termination of the Agreement.

10. FORCE MAJEURE

10.1 Neither Party shall be liable for delay in performance or failure to perform in whole or in part its obligation under this Agreement or to be in breach of this Agreement due to causes beyond the reasonable control of such Party and/or any event of Force Majeure. "**Force Majeure**" means any cause existing or future, which is beyond a Party's reasonable control including but not limited to acts of God, storm, fire, flood, earthquake, strike, lock-out or any combination of workmen which may interfere with the commencement or progress of the work, equipment failures, interruptions of/or delay in transportation, or power, energy failures, steelworks stoppages, shortages of raw materials, faulty castings or forging, embargo, prohibition of trade, sabotage, all epidemics and/or pandemics , interference by civil or military authorities, regulations or orders of any governmental authority, acts of war (declared or undeclared), hostilities.

10.2 The Party alleging Force Majeure shall notify the other Party within a reasonable time by any practicable means (email, letter or facsimile). The period of performance for the Party affected by such Force Majeure shall be extended by the duration of said cause, provided, however, if any such delay shall continue for more than three (3) months, the Party not subject to Force Majeure may cancel the affected Agreement by written notice to the other Party at any time, without incurring any liability to such Party.

11. COMPLIANCE WITH LAWS AND CODE OF ETHICS

11.1 Buyer shall fully comply with all laws and regulations (the "**Laws**") applicable to the import, transport, storage, use, release, resale and re-export of the Goods and shall obtain and maintain in effect all the licenses, permissions, authorizations, consents and permits that it may need for any such purposes. Buyer acknowledges that the Goods, including any software, documentation, and any related technical data included with, or contained in, such Goods, and any products utilizing any such Goods, software, documentation, or technical data (collectively, "**Regulated Goods**") may be subject to US export control Law, including the Export Administration Regulations and the International Traffic in Arms Regulations, as well as EU or other export control Laws. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, or release any Regulated Goods to any jurisdiction or country to which, or any party to whom, the export, re-export, or release of any Regulated Goods is prohibited by applicable Laws. Buyer shall complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, or releasing any Regulated Goods. Buyer shall be liable for any breach of this Section by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers, or vendors.

11.2 Dedicated to sustainability and responsible commercial practices, Seller and its group attach great importance to labour, competition, anti-corruption and money-laundering legislation and have joined the United Nations Global Compact. Seller requires its suppliers and customers to comply with its Code of Ethics and to maintain a corporate policy that will respect the commitments of the United Nations Global Compact by applying the ten principles of the Global Compact regarding Human Rights, Labour Laws, Environment and anti-corruption to themselves and their own suppliers and customers. To consult these principles visit the following website: http://www.unglobalcompact.org. To consult Seller's Code of Ethics visit the following website: https://www.mersen.com/group/ethics-and-compliance

11.3 Buyer's failure to comply with the terms of this Section shall constitute a material breach entitling Seller to terminate these GTCS and any PO with immediate effect.

12. TERMINATION

12.1 In addition to any rights or remedies available under this Agreement, either Party shall have the right to terminate a PO immediately at any time by giving notice in writing to the other Party with effect from the date specified in such notice: (i) if the other Party commits a material breach of any of its obligations under Section 11 or under this Agreement which is not capable of remedy; (ii) if the other Party has committed a material breach of any of its obligations under this Agreement which is capable of remedy but which has not been remedied within a period of thirty (30) days following receipt of written notice to do so; (iii) if the other Party (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (c) makes or seeks to make a general assignment for the benefit of its creditors, or (d) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (iv) pursuant to Section 10 (Force Majeure).

12.2 In addition to any rights or remedies available under this Agreement, Seller may terminate a PO and any unpaid PO previously accepted by Seller if Buyer fails at any time to pay any amount due and payable to Seller under the relevant PO and such failure continues for thirty (30) days after Buyer's receipt of written notice of non-payments.

13. PRIVACY POLICY

13.1 Mersen Corporate Services SAS, Tour Eqho, 2 Avenue Gambetta, 92066 La Défense Cedex, France shall be considered as the data controller for the purposes of data protection law. For all questions related to data protection at Seller, Seller's company's data protection officer can be contacted at the above-mentionned postal address and by e-mail at data-protection@mersen.com.

13.2 Processed personal data

13.2.1 In the context of a PO, Seller requires information about certain identified or identifiable natural persons. This is primarily information that allows to draw conclusions about the identity of a natural person, such as

- Communication data (e.g. name, telephone, e-mail, address, IP address)
- Contract data (contractual relationship, product or contractual interest)
- Customer history.

13.2.2 The processing of data is necessary for the conclusion of an Agreement, for the implementation of pre-contractual measures and for the execution of an Agreement. The legal basis is Article 6(1)(b) of the General Data Protection Regulation. If Seller does not have the above-mentioned data, a PO cannot be placed and the Agreement cannot be executed.

13.3 Type of processing

The collected personal data will be processed using both electronic and manual data storage systems and will in any case be stored securely.

13.4 Transfer of data to other data controllers

Collected personal data will not be transferred to other data controllers unless required to do so by law or by an enforceable official or judicial order.

13.5 Duration of storage; retention periods

The collected personal data will be retained for as long as necessary to process the business relationship or to comply with legal requirements (e.g. due to retention periods under tax and trade laws). Upon expiry of these periods, the collected personal data will be deleted.

13.6 Rights of the data subject

13.6.1 Data subjects have the right to obtain information about the processing of their data. To this end, they have a right to information about the processed personal data.

13.6.2 Data subjects may request the correction of incorrect data and - insofar as legal requirements are met - have incomplete personal data completed or deleted. This does not apply to data which are necessary for billing and accounting purposes or which are subject to a legal obligation to retain data. However, if access to such data is not necessary, its processing will be restricted.

13.6.3 Data subjects may request that the processing of their data be restricted if legal requirements are met.

13.6.4 Data subjects may request that the provided data be made available to them in a structured, common and machine-readable format or - if technically possible - that it be transferred to a third party.

13.6.5 The consent given for the processing of personal data can be revoked at any time with effect for the future. The legality of the data processing up to the revocation is not affected.

13.6.6 Data subjects have the right to file a complaint with a competent data protection authority. To do so, they may contact either the data protection authority competent for their place of residence or the data protection authority competent for Seller, the "Commission Nationale de l'Informatique et des Libertés" (CNIL), 3 Place de Fontenoy, TSA 80715, F-75334 PARIS CEDEX 07, France.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement shall be construed and interpreted in accordance with the laws of Germany, without regards to its conflicts of law. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded by the Parties and does not apply to the interpretation or enforcement of a PO.

14.2 The Parties agree that all disputes, actions, claims or controversies which may arise out of or in connection with the interpretation or performance of this Agreement shall be exclusively submitted to the Courts of Frankfurt am Main (Germany).

15. MISCELLANEOUS

15.1 These GTCS (and the accompanying PO/quotation/confirmation of sale/invoice) embody the entire understanding between the Parties and supersede all previous agreements, understandings or representations whether in writing or orally regarding its subject matter. All agreed additions or modifications to these GTCS shall be made in writing and signed by duly authorized representatives of both Parties, failing which such modifications and amendments shall be deemed null and void.

15.2 The Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts taken together constitute one and the same agreement. An executed copy of the Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed legally enforceable as the original signed copy of the Agreement.

15.3 In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and these GTCS shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15.4 In no event may Buyer assign any of its rights, interests or obligations under this Agreement without Seller's prior written approval. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

15.5 The failure of Seller to enforce a provision, exercise a right or pursue a default of this Agreement shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given.

15.6 The relationship between the Parties is that of independent contractors.

15.7 The Parties' rights and obligations which by their sense and context are intended survive any termination or expiration of the Agreement shall so survive, including but not limited to Sections 1, 5, 6, 7, 8, 9, 11, 13, 14, and 15.