

General Terms and Conditions for Sales

1. Scope

1.1. These General Terms and Conditions for Sales ("Terms") shall apply exclusively to any and all present and future sales of products ("Goods"), including the manufacturing of Goods specifically for the Customer, between Single Use Support GmbH ("SUS") and entrepreneurs ("Customer").

1.2. These Terms are considered definitive and binding for any and all legal transactions of SUS. They apply for future orders regardless of further notice. The version applicable at the time of conclusion of the Contract shall be binding.

1.3. Any deviation from these Terms shall be valid only if expressly accepted in writing by SUS.

1.4. Terms and conditions of the Customer are hereby expressly rejected. This applies even if SUS does not expressly object to such terms in individual cases.

1.5. The basis of every business relationship is the individual agreement concluded between the parties ("Contract"). For the purpose of these Terms, the Contract includes in particular any order, order confirmation and any other document evidencing the agreement between the parties. In the event of contradictions between the Contract and these Terms, the Contract shall prevail, unless a provision in these Terms expressly states that it shall apply "notwithstanding" or "in deviation from" a provision in the Contract.

2. SUS' Offer and Conclusion of Contract

2.1. SUS' offers regarding its Goods are subject to change and without any obligation, unless the offer is expressly designated as binding.

2.2. Particulars appearing in catalogues, folders etc. as well as any oral or written statements shall only be binding if SUS makes express reference to them in the confirmation of the order.

2.3. The Contract shall be deemed concluded upon SUS' written confirmation of an order or upon delivery of the Goods.

2.4. The Customer may not withdraw from the Contract except with the prior written consent of SUS. In such case, Customer shall bear the costs according to clause 3.6. However, the Contract shall not be changed by Customer unless SUS consents in writing.

3. Prices, Payment Conditions and Cancellation

3.1. Prices specified by SUS in its offers are binding for a period of three (3) months from the date of the offer.

3.2. Prices are in Euro (EUR) and quoted exclusive of value added tax (VAT), cost for packaging or insurances, or any other state, federal or local taxes. If any taxes are applicable, we will list them separately. Customers within the European Union (EU) shall indicate their VAT identification number. Unless otherwise agreed in the Contract, all deliveries shall be EXW (INCOTERMS 2020). Notwithstanding the Incoterm agreed upon, the Customer shall bear all costs in connection with the delivery, in particular freight, transport, insurance, duties, and taxes. SUS will invoice these costs separately to the Customer. The agreed Incoterm shall exclusively govern the transfer of risk and the obligation to organize transport. For organizing the transport and processing the delivery, SUS may charge a reasonable handling fee, which will be shown separately on the invoice.

3.3. The Customer may set off or exercise a right of retention only with respect to counterclaims that are legally connected with the Customer's liability and that have been finally adjudicated or expressly acknowledged in writing by SUS.

3.4. Customer shall pay the price upon delivery or in accordance with the payment schedule agreed in the Contract. Notwithstanding the foregoing, Customer shall pay the invoiced amounts within 30 days from the date of the invoice. Where a payment schedule is agreed in the

Contract, the final payment shall become due upon the successful completion of the site acceptance test (SAT) or thirty (30) days from delivery, whichever occurs earlier. In cases of doubt, the payment conditions set forth in SUS' order confirmation shall be binding. Prices shall be paid by bank transfer in Euro. Any other payment method must be agreed in advance in writing by SUS. Any deductibles and/or special conditions granted on occasional basis shall not constitute an entitlement to renewed granting.

3.5. In the event of late payment, SUS shall be entitled to charge default interest in the amount of 9.2 percentage points above the Austrian statutory base interest rate (Basiszinssatz), as published by the Oesterreichische Nationalbank (OeNB). Any further statutory claims, including compensation for higher damages, shall remain unaffected.

3.6. Cancellation by Customer and Liquidated Damages

3.6.1. Cancellation of the Contract is not permitted except with the prior written consent of SUS.

3.6.2. If the Customer cancels the Contract with SUS' consent, or if SUS rightfully withdraws from the Contract due to a default by the Customer for which the Customer is responsible, SUS shall be entitled to claim liquidated damages as follows, without prejudice to the right to claim higher actual damages:

(a) 10% of the net order value, if the cancellation occurs after conclusion of the Contract but before the start of manufacturing or procurement of specific components for the order. This amount covers administrative and planning costs.

(b) 100% of the net order value, if the cancellation occurs after the start of manufacturing or procurement of specific components for the order.

SUS may, at its sole discretion, claim lower damages if the actual costs incurred are lower.

3.6.3. The right of SUS to claim proven damages exceeding the applicable liquidated amounts remains unaffected.

3.7. Should the Customer require a bank guarantee, any associated costs shall be borne by the Customer. The specific conditions and costs will be detailed in the individual offer. In general, a bank guarantee can be requested for a down-payment amount or performance guarantees only.

4. Substitution

4.1. SUS is entitled to engage third parties to deliver the goods in whole or in part.

4.2. Customer shall pay the price only to SUS directly. No contractual relationship of any kind shall exist between Customer and said the party.

5. Delivery

5.1. The period for delivery shall commence at the date of written order confirmation by SUS. All shipping or delivery dates are approximate only.

5.2. Partial deliveries are permitted and can be invoiced separately. This applies especially if several Goods are ordered and not available at the same time.

5.3. If delivery to Customer is delayed due to any cause within Customer's control, SUS will place the delayed delivery in storage at Customer's risk and expense.

5.4. SUS shall not be liable for any loss or damage resulting from any delay in delivery or failure to deliver, to the extent that such delay or failure is caused by circumstances beyond SUS' reasonable control as set out in Section 5.5. In such cases SUS shall be entitled, at its discretion, either (i) to reschedule the delivery of the Goods within a reasonable period of time or (ii) to terminate the affected order. Where SUS reschedules delivery and subsequently delivers the Goods, the Customer shall not be entitled to refuse acceptance of the Goods solely due to such delay.

5.5. Events beyond SUS' reasonable control within the meaning of Section 5.4. shall include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, terrorism, civil unrest, earthquakes, pandemics, epidemics, fire,

explosions, shortages of energy or raw materials, and any failure or delay in performance by suppliers or subcontractors. Any such event shall entitle SUS to an extension of the agreed delivery period for the duration of the impediment and its reasonable consequences, irrespective of whether such event affects SUS directly or any of its suppliers or subcontractors.

5.6. In case a down payment invoice has not been fully paid upon confirmed delivery date, SUS is entitled to withhold the Goods until the full down payment amount has been received.

6. Retention of Title

6.1. SUS retains title to all Goods delivered to Customer until receipt of the complete payment invoiced including interest and charges.

6.2. For deliveries to the United States, retention of title shall apply only to the extent permitted under applicable U.S. law and shall be deemed to constitute a security interest pursuant to Article 9 UCC.

7. Passage of Risk and Place of Performance

7.1. All risk of loss of or damage to the Goods shall pass to the Customer in accordance with the agreed Incoterm® (Incoterms® 2020), irrespective of any delay in shipment or transfer of possession.

8. Warranty

8.1. SUS warrants that the Goods will substantially conform to the order and shall provide warranty in accordance with the applicable statutory provisions subject to this Section 8.

8.2. The warranty period is twelve (12) months, commencing with the transfer of risk according to clause 7. In any case, a repair or replacement under warranty does not extend the initial warranty period for the respective Goods and does not trigger a new warranty period with respect to the repaired and/or changed parts.

8.3. Customer shall inspect the Goods thoroughly upon delivery and shall notify SUS in writing of any apparent defects without undue delay, but no later than within five (5) days of delivery. Hidden defects must be notified in writing within seven (7) days of their discovery. A timely dispatch of the notification shall suffice to meet the deadline. If Customer fails to provide such timely notification, any claims for warranty, for damages based on the defect itself, as well as from an error regarding the defect-free nature of the item shall be excluded.

8.4. If a defect is notified in due time, SUS shall, at its own discretion, remedy the defect primarily by repair or replacement of the defective Goods. The Customer may only demand a price reduction or, in case of a material defect, cancellation of the Contract if repair and replacement are impossible, would involve a disproportionate effort for SUS, are refused by SUS, or are delayed unreasonably.

8.5. The warranty shall be provided by SUS exclusively at the place of performance agreed in accordance with the Incoterms. Thus, Customer is obliged to bring the Goods to the place of performance for the provision of the warranty by SUS at Customer's expense and risk and to collect them from the place of performance again at Customer's expense and risk after the provision of the warranty, unless otherwise agreed in writing by SUS.

8.6. The warranty shall lapse immediately if Customer or a third party not expressly authorized by SUS undertakes modifications or repairs on any Goods.

8.7. SUS' warranty rights under this Section 8 apply exclusively in favour of the Customer and may not be assigned or transferred to any third party. Any right of recourse against SUS pursuant to Section 933b (1) Austrian Civil Code (ABGB) shall lapse one year after delivery of the Goods. The Customer shall not be entitled to withhold or delay any payments due to SUS on the basis of asserted or alleged defects. The presumption rule of Section 924 Austrian Civil Code (ABGB) shall be excluded.

8.8. Except for the warranty expressly set forth in this Section 8, SUS gives no other warranties with respect to the Goods, whether express or implied, oral or written, to the extent permitted by law. SUS does not warrant that the Goods are error-free or will achieve any specific result.

8.9. The limitations and conditions set forth in this Section 8 shall also apply to any claims for damages arising from or related to defects in the Good.

8.10. Any warranty granted by the manufacturer of the respective Goods or any parts thereof in favour of the Customer shall remain unaffected by the provisions of this Section 8. For the avoidance of doubt, any repair or service work carried out by SUS outside the scope of the warranty under this Section 8 shall be charged to the Customer on a time and material basis at SUS' then applicable rates.

9. Liability

9.1. Customer shall be solely responsible for the selection of the Goods for the Customer's intended purposes. SUS assume no liability for the suitability of the Goods for any specific use.

9.2. SUS disclaims any and all liability for faulty and/or false connections of Goods and for any use that is non-compliant to applicable law in the country of use.

9.3. SUS shall be liable for damages only in cases of intent and gross negligence. Any liability for slight negligence is excluded, except in cases of personal injury. This limitation of liability shall not apply to claims under the Austrian Product Liability Act (PHG). In no event shall SUS be liable for any indirect, consequential, or special damages, including, without limitation, loss of profit, loss of production, loss of use, loss of savings, or claims asserted by third parties, irrespective of the legal basis of such claims.

9.4. SUS shall not be liable for damages in case of non-compliance with instructions for assembly, commissioning and operation (such as are contained in instructions for use) or non-compliance with licensing requirements.

9.5. Any claims of Customer, irrespective of their legal basis, shall be time-barred twelve (12) months after becoming aware of the damage and the damaging party. Statutory limitation periods shall apply in cases of intent, fraudulent conduct, and to claims under the Austrian Product Liability Act.

10. Withdrawal

10.1. The Customer may withdraw from the Contract solely in the event of a delay in delivery caused by gross negligence on the part of SUS and only after granting SUS a reasonable grace period of at least four (4) weeks. Any withdrawal must be declared in writing.

10.2. Without prejudice to any other rights, SUS shall be entitled to withdraw from the Contract:

10.2.1. if delivery of the Goods becomes impossible due to circumstances within Customer's sphere of responsibility and the delay exceeds a reasonable grace period; or

10.2.2. if reasonable doubts arise as to Customer's creditworthiness and Customer, upon request by SUS, fails to make an advance payment or provide adequate security prior to delivery.

10.3. If insolvency proceedings are instituted against either party, or if an application for insolvency proceedings is rejected due to insufficient assets, the other party shall be entitled to withdraw from the Contract without granting a period of grace, to the extent permitted by applicable law.

10.4. Upon withdrawal from the Contract, all outstanding claims of SUS in respect of Goods delivered in whole or in part, as well as for preparatory acts already performed, shall become immediately due and payable. Any damages suffered by SUS, including reasonable pre-litigation costs, shall remain unaffected. SUS shall be entitled, at its sole discretion, either to demand payment for Goods already delivered or to request their return at Customer's expense and risk. The foregoing shall also apply to Goods not yet accepted by Customer.

11. Industrial Property Rights and Copyrights

11.1. Customer shall indemnify and hold SUS harmless from and against any third-party claims, damages, losses, costs and expenses arising out of or in connection with the infringement of industrial property rights, to the extent such infringement results from SUS manufacturing the Goods in accordance with design, drawings, models or other specifications provided by Customer. SUS shall not be obliged to review or verify such Customer-provided specifications with respect to any intellectual property rights.

11.2. All design documents, drawings, technical specifications, samples, catalogues, brochures, images and similar materials provided by SUS shall remain the exclusive property of SUS and/or its licensors and shall be protected by applicable intellectual property laws. Customer is granted a non-exclusive, non-transferable right to use such materials solely for the purpose of the Contract. Any reproduction, disclosure, modification or use beyond the scope of the Contract shall require SUS' prior written consent.

12. Written Form Requirement

12.1. All declarations, notifications, and amendments under this Contract shall be made in writing. For the purpose of this Contract, the written form requirement shall be satisfied either by an original handwritten signature or by an electronic signature, including signatures executed via DocuSign or comparable electronic signature platforms. Notwithstanding the foregoing, simple email correspondence without a valid electronic signature shall not satisfy the written form requirement. Where mandatory law requires a stricter form, such legal requirements shall prevail. Any waiver of this written form requirement must itself be made in writing as defined in this Section 12.1.

13. Severability Clause

13.1. Should any of the provisions of the Contract or of these Terms be invalid or become invalid, the validity of the other provisions shall not be affected. The invalid provision shall be replaced by a valid one, which comes as close to the target goal as possible.

14. Jurisdiction and Applicable Law

14.1. Any disputes arising under or in connection with this Terms including disputes regarding the existence or non-existence of a Contract shall fall within the exclusive jurisdiction of the competent court for commercial matters in Innsbruck, Austria.

14.2. This Terms are subject to Austrian law excluding its referral rules. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.3. If necessary, SUS and Customer may prefer an arbitration court. However, both parties have to agree on that expressly in writing.

15. Compliance, Code of Conduct and Sanctions

15.1. General Compliance Obligations

The Customer undertakes to comply with all applicable laws and regulations, including but not limited to anti-corruption, anti-money laundering, export control, and competition laws. The Customer further agrees to adhere to the principles set out in the SUS Code of Conduct, as amended from time to time and available on the SUS website at [Company – Single Use Support](#).

15.2. Audit Rights

SUS shall be entitled, upon reasonable prior notice of at least fourteen (14) days, to conduct audits at the Customer's premises during normal business hours to verify compliance with the Code of Conduct and the obligations under this Section 15. The Customer shall provide SUS with

all necessary access and documentation required for such audits.

15.3. Sanctions Compliance – Russia and Belarus

15.3.1. The Customer warrants that it will not, directly or indirectly, sell, export, re-export, transfer, or make available the Goods to the Russian Federation or for use in the Russian Federation, or the Republic of Belarus or for use in the Republic of Belarus.

15.3.2. This obligation is in accordance with:

- Article 12g of Council Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (as amended), and
- Article 1ja of Council Regulation (EU) No 765/2006 concerning restrictive measures in respect of Belarus (as amended).

15.3.3. The Customer shall implement and maintain an adequate monitoring and compliance mechanism to prevent any breach of this clause, including appropriate contractual provisions with its own customers and distributors.

15.3.4. Upon request by SUS, the Customer shall provide written confirmation of the final destination and end-use of the Goods, including the identity of the end-user.

15.4. Sanctions Lists and Restricted Parties

15.4.1. The Customer warrants that neither the Customer itself nor any of its beneficial owners, directors, or authorized representatives are listed on:

- EU sanctions lists pursuant to Article 215 AEUV and Article 75 AEUV,
- UN Security Council sanctions lists,
- US sanctions lists (OFAC SDN List, Entity List), or
- any other applicable national or international sanctions lists.

15.4.2. The Customer undertakes to immediately notify SUS in writing if it becomes aware that it or any of the aforementioned persons becomes subject to sanctions or is listed on any sanctions list.

15.5. Consequences of Breach

15.5.1. A breach of the obligations under this Section 15 shall be deemed a material breach of contract, entitling SUS to immediately withdraw from the Contract with immediate effect without granting a grace period, and claim full compensation for any damages incurred, including but not limited to fines, penalties, legal costs, and reputational damage.

15.5.2. In the event of a breach of Section 15.3 or 15.4, the Customer shall indemnify and hold SUS harmless from any and all claims, damages, fines, penalties, or other liabilities arising from such breach, including those imposed by governmental or regulatory authorities.

15.6. Survival

The obligations under this Section 15 shall survive the termination or expiry of the Contract.

16. Data Protection

16.1. Each party shall comply with all applicable data protection laws and regulations, including Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR). To the extent either party processes personal data of the other party or its employees, representatives or customers in connection with the performance of the Contract, such processing shall be carried out solely for the purposes of performing the Contract and in accordance with applicable data protection laws. Where personal data is processed on behalf of the other party within the meaning of Article 28 GDPR, the parties shall conclude a separate data processing agreement as required by law.

Additional Terms for Services (Service Addendum)

Applicability of this Service Addendum

*These Additional Terms for Services ("**Service Addendum**") shall apply exclusively to any services provided by Single Use Support GmbH ("**SUS**"), including but not limited to maintenance, repair, and support services ("**Services**"). These provisions apply in addition to the General Terms and Conditions for Sales ("**Terms**") and solely to the extent that SUS provides Services. In the event of any conflict between this Service Addendum and the Terms, this Service Addendum shall prevail with respect to Services.*

(b) damages to equipment unless caused by intent or gross negligence;
(c) any indirect or consequential damages arising from the provision of Services.

17.10 No Success Obligation

The Customer acknowledges that Services do not constitute a guarantee of success but an obligation of diligent performance only.

Version of May 2026

17. Services

17.1 Scope of Services

SUS may provide services, in particular maintenance, repair and support services ("**Services**").

17.2 Standard of Performance

SUS shall perform the Services with reasonable care and skill in accordance with generally accepted industry standards. Services are provided on a best-efforts basis. SUS does not guarantee any specific result or outcome, including the identification or resolution of all errors or malfunctions.

17.3 Scope of Services

Unless otherwise agreed, Services may include preventive maintenance, inspection, repair of wear and tear, and restoration of functionality. Spare parts, consumables and replacement parts are not included and shall be charged separately. SUS shall determine in its reasonable discretion the methods and means of performing the Services unless otherwise agreed.

17.4 Customer Obligations

The Customer shall:

- (a) provide access to the relevant equipment and premises;
- (b) ensure adequate technical support and cooperation by qualified personnel;
- (c) follow reasonable instructions of SUS necessary for the performance of the Services.

SUS shall not be responsible for delays or deficiencies caused by the Customer's failure to cooperate.

17.5 Performance by Third Parties

SUS shall be entitled to perform the Services in whole or in part through qualified third parties.

17.6 Timing

Dates for Services shall be agreed between the parties.

SUS shall not be liable for delays caused by circumstances beyond its reasonable control.

17.7 Fees and Expenses

Unless otherwise agreed:

- (a) Services shall be charged separately;
- (b) travel costs, accommodation, consumables, spare parts and similar expenses shall be invoiced additionally.

17.8 Warranty for Services

Services shall be performed in a professional and workmanlike manner.

To the maximum extent permitted by law, SUS disclaims any further warranties, in particular fitness for a specific purpose or guaranteed success.

17.9 Liability for Services

In addition to Section 9, SUS shall not be liable, to the maximum extent permitted by law, in particular for:

- (a) failure to identify or resolve errors;