

## 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.

### 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. Customer may withdraw from the contract, in which case Customer shall carry the costs acc. to clause 3.7. However, the contract shall not be changed by Customer unless the SUS consents in writing.

### 3. Prices, Payment Conditions and Cancellation

3.1. Prices specified by the SUS in its offers are without obligation until conclusion of the contract (acc. to clause 2.3.).

3.2. Prices are in Euro (EUR) and quoted CPT (INCOTERMS 2020). Unless otherwise agreed in writing, the prices set in the order and/or in the confirmation do not include value added tax (VAT), costs for packing or insurances, or any other state, federal or local taxes, including, but not limited to, the US sales tax. Customers within the European Union (EU) shall indicate their VAT identification number.

3.3. Each order shall constitute a separate contract. Customer shall not offset any claims against SUS’ claims. Moreover, Customer shall not be entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims.

3.4. Customer shall pay the price either (1) upon delivery or (2) upon completion of the final site acceptance test (SAT), whichever is earlier. Notwithstanding the foregoing, Customer shall pay the price not later than 90 days from the date of dispatching ex works in any case. In cases of doubt, the payment conditions set forth in SUS’ confirmation of the order shall be binding. The prices shall be paid by bank transfer in Euro. Other payment methods must be agreed beforehand by SUS. Any deductibles and/or special conditions granted occasionally to Customer do not constitute a right to renewed granting.

3.5. In addition, SUS is authorized to charge interest for late payment of at least 10% (ten percent) above the current base rate of the National Bank of Austria (OeNB). Possible higher damages shall be compensated as well.

3.6. In case of cancellation by SUS due to non-performance of the contract by Customer, SUS is entitled to charge a cancellation fee of 20% (twenty percent) plus VAT of the agreed payment.

3.7. If Customer requests a bank guarantee from SUS, SUS is entitled to charge a 2% service fee based on the defined invoice amount. In general, a bank guarantee can be requested for a down-payment amount 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. Delivery is CPT (INCOTERMS 2020), unless explicitly agreed otherwise. The period for delivery shall commence at the date of written order confirmation by the SUS. In this respect, 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 is not liable for any loss or damage resulting from any delay or failure to deliver which is due to any cause beyond SUS' reasonable control. In such cases SUS is authorized to terminate orders or reschedule shipments within a reasonable period of time; Customer has no right to refuse the delivery of Goods.

5.5. SUS shall not incur any liability to Customer on account of or resulting from any delay or failure to deliver all or any Goods in the agreed period of delivery if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond SUS' reasonable control. Such events, occurrences, or causes will include, acts of God, strikes, lockouts, riots, acts of war, terrorism, civil unrest, earthquakes, pandemics, epidemics, fire and explosions, energy shortage and raw materials scarcity, and any default on performance by supplier. The aforesaid events shall also extend the delivery period of the Goods irrespective of whether they affect SUS or any of its subcontractors.

5.6. In case a down payment invoice has not been fully paid upon confirmed delivery date, the Seller 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. All Goods offered by SUS are movable objects within the meaning of section 293 Austrian Civil Code (ABGB).

#### 7. Passage of Risk and Place of Performance

7.1. All risks regarding the Goods shall pass to Customer at the time of the agreed incoterm.

#### 8. Warranty

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

8.2. The warranty period is 12 (twelve) months after the transfer of risk according to clause 7. In any case, a repair under warranty by 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 of the Service.

8.3. Customer shall inspect the Goods upon delivery thoroughly and shall notify the SUS in writing of any defects without undue delay, but no later than within 48 hours. If Customer fails to notify SUS of defects in due time according to the foregoing provision, Customer shall no longer be entitled to assert claims under warranty (Sections 922 ff. ABGB), claims for damages due to the defect itself (Section 933a ABGB) as well as claims arising from a mistake (*Irrtum*) as to the defect-free nature of the Goods (Sections 871 ff. ABGB). Customer shall notify defects which cannot be discovered by careful inspection, but which Customer discovers during the warranty period, within one week after discovery in writing to SUS. This clause 8.3 shall apply also if Goods are manufactured specifically for Customer.

8.4. If a defect is notified by Customer in due time according to clause 8.3., the SUS shall, at its own discretion, provide warranty by replacing or repairing the defective Goods or the defective parts thereof. A price reduction or cancellation of the contract due to defects is excluded in any case.

8.5. The warranty shall be provided by the 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 the 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.

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 extends only to Customer, there is no possibility for transfer of the warranty to third parties. The right of recourse to the SUS as defined in Section 933b (1) Austrian Civil Code (ABGB) shall be forfeited one year after delivery. Customer shall not be entitled to withhold payments on the ground of complaints. The presumption rule of Section 924 Austrian Civil Code (ABGB) shall be excluded.

8.8. Except for the warranty und this Section 8, SUS disclaims all other warranties whether express or implied, oral or written with respect to the Goods, including without limitation all implied warranties of merchantability or fitness for any particular purpose. SUS does not warrant that the Goods are error-free or will accomplish any particular result.

8.9. The provisions of this Section 8 shall apply *mutatis mutandis* to any claims by Customer that are directed at or based on damage compensation due to defects under Section 933a ABGB (*Schadenersatz statt Gewährleistung*). Contestation of the contract on grounds of error is excluded.

8.10. Any warranty granted by the manufacturer of the respective Goods or parts thereof in favour of Customer shall remain unaffected by the provisions of this Section 8. For the avoidance of doubt, any repairs made by SUS outside the warranty under this Section 8 shall be charged on a time and material basis at the applicable rates by SUS.

#### 9. Liability

9.1. Customer shall be exclusively responsible for the correct choice of Goods for purposes intended in individual cases. SUS is not liable for any wrong decision by Customer.

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. Outside the scope of the Austrian Product Liability Act (PHG), SUS shall only be liable in accordance with the legal provisions in the event of gross negligence and in case of intention. SUS shall not be liable for damage due to acts of ordinary negligence or for consequential damages, including loss of profit.

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. For damage which has not occurred to the Goods itself (profit and other financial damages of Customer), SUS shall be liable, irrespective of the legal grounds, only in case of intentional acts or acts of gross negligence. Notwithstanding the foregoing provision, any liability of SUS under the Austrian Product Liability Act shall not be affected.

9.6. Customer's claims irrespective of their legal basis shall be subject to a limitation period of 12 months. The statutory limitation periods shall apply with respect to intentional behaviour or fraudulent conduct and to any claims under the Austrian Product Liability Act.

#### 10. Withdrawal

10.1. Customer may withdraw from the contract only in the event of delays caused by gross negligence on part of SUS and only after granting SUS an appropriate grace period, but in any case not less than 4 weeks. Withdrawal from contract shall be notified by Customer in writing by registered mail to SUS.

10.2. Irrespective of his other rights, SUS shall be entitled to withdraw from the contract:

10.2.1. if the delivery of Goods becomes impossible for reasons within the responsibility of Customer and if the delay is extended beyond a reasonable grace period;

10.2.2. if doubts have arisen as to Customer's creditworthiness and if same fails, on SUS' request, to make an advance payment or to provide adequate security prior to delivery.

10.3. If bankruptcy proceedings are instituted against any contracting party or an application for bankruptcy proceedings against that party is not granted for insufficiency of assets, the other party may withdraw from the contract without allowing a period of grace as far as permitted by law.

10.4. Without prejudice to SUS' claims for damages, including expenses arising prior to a lawsuit, upon withdrawal from contract, any open accounts in respect of Goods delivered in whole or in part shall be settled according to the contract. The foregoing provision shall apply also to deliveries of Goods not yet accepted by Customer as well as any preparatory acts performed by SUS. Notwithstanding the foregoing, SUS may choose at its sole discretion the restitution of Goods by Customer already delivered in whole or in part.

#### 11. Industrial Property Rights and Copyrights

11.1. Customer shall indemnify SUS and hold SUS harmless against any claims for any infringement of industrial property rights raised against him if SUS manufactures Goods according to any design data, design drawings, models or other specifications provided by Customer to SUS.

11.2. Design documents such as plans and drawings and other technical specifications as well as samples, catalogues, prospectuses, pictures and the like shall remain the intellectual property of SUS and are subject to the relevant statutory provisions governing reproduction, imitation, etc.

#### 12. Written Form Requirement

12.1. All declarations, statements and representations between the parties shall be made in writing in order to be legally effective. The same shall apply to any amendment of this written form requirement.

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 Vienna/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.

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