

Terms and Conditions

1. Applicability

1.1. These Terms and Conditions apply to all business relationships between Pharmacontrol Electronic GmbH (“**PCE**”) and its customers (“**Customers**”).

1.2. The Terms and Conditions apply particularly to any contract (“**Contract**”) for the sale and/or delivery of goods (“**Goods**”) as well as software (“**Software**”).

1.3. The Terms and Conditions of PCE apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Customer only become part of the Contract if PCE has expressly agreed to their validity in writing. This applies even if the Customer refers to their own terms and conditions within the scope of the order and PCE does not expressly object.

1.4. References to statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions apply unless they are directly modified or expressly excluded in these Terms and Conditions.

2. Conclusion of Contract

2.1. Unless explicitly stated otherwise, PCE’s offers are non-binding. This also applies if PCE has provided Customer with catalogues, technical documentation, other product descriptions, or documents, including in electronic form.

2.2. Customer's order of Goods and/or Software constitutes a binding contractual offer. Unless otherwise specified in the order, PCE is entitled to accept this contractual offer within a period of two weeks after its receipt.

2.3. PCE will declare acceptance either in writing (e.g., by order confirmation) or by delivering the Goods and/or Software to Customer. Unless explicitly stated otherwise, writing within the meaning of these Terms and Conditions includes written form and text form (e.g., letter or email). Statutory form requirements remain unaffected.

2.4. With PCE’s written approval and subject to payment of a cancellation charge, Customer may cancel its order prior to the shipment of Goods or Software, or prior to the beginning of a service contract. PCE may cancel Customer’s order or require payment in advance if Customer transfers assets for the benefit of its creditors, or if PCE has reason to believe Customer is unwilling or unable to perform its commitments. If Customer cancels its order in accordance with this Section 2.4, Customer will pay PCE for reasonable costs and expenses (including engineering expenses and all commitments to PCE’s suppliers and subcontractors) incurred prior to PCE receiving notice of cancellation, plus PCE’s usual rate of profit for similar work. The cancellation charge is to be determined by PCE. The minimum cancellation charge is 15% of the price. Customer is required to confirm acceptance of the cancellation charge in order to obtain PCE’s written approval of the cancellation. Upon said written approval, the cancellation as well as Customer’s obligation to pay the agreed-upon cancellation charge become effective.

3. Changes

3.1 Customer may make changes to its order if PCE consents in writing.

3.2 To accommodate Customer's request for changes PCE may change pricing and delivery schedules. If PCE performed work or purchased materials in anticipation of Customer's order, and the change Customer requests makes that work or materials unnecessary, Customer is still responsible for paying them.

4. Prices and Payment Terms

4.1. Payment shall be due within 30 days from invoicing or delivery, whichever occurs later. PCE shall be entitled to make the delivery in whole or in part contingent upon advance payment. PCE shall declare any such reservation at the latest with the order confirmation.

4.2. Upon expiry of the above payment period, Customer shall be in default. During the default period, the payment shall be subject to interest at the applicable statutory default interest rate. PCE reserves the right to claim further damages.

4.3. Customer is not entitled to set off any claims against PCE's claims or exercise any right of retention, unless Customer's counterclaims are undisputed or have been legally established by a final court decision. In the event of defects, Customer's counter-rights remain unaffected. Subject to the provisions of the German Commercial Code (HGB), section 354a, Customer cannot assign its claims to a third party.

4.4. If, after conclusion of the Contract, it becomes apparent (e.g. from a filing for insolvency) that PCE's claim to payment is endangered by Customer's lack of ability to pay, PCE is entitled to refuse performance of the Contract in accordance with statutory provisions and – if necessary, after setting a deadline – to withdraw from the Contract.

4.5. All prices and fees are subject to value-added tax (VAT) if applicable according to statutory provisions.

4.6. In the case of a sale by dispatch, Customer bears all costs for transport and insurance. Customer also bears any customs duties, fees, taxes, and other public charges. If PCE is required by law to collect taxes from Customer, these will be added to Customer's invoice. Customer is obligated to pay the aforementioned taxes unless it provides PCE with a valid exemption.

5. Delivery Period and Delay in Delivery

5.1. Delivery periods and dates provided by PCE shall be deemed approximate, unless expressly stated otherwise. All delivery and service dates are conditioned on PCE's timely receipt of all necessary information and approvals. Where shipment has been agreed, delivery periods and dates shall refer to the time of handover to the carrier, unless expressly stated otherwise by PCE.

5.2. PCE may demand from Customer an extension of delivery periods or postponement of delivery dates by the length of the period in which Customer fails to meet its contractual obligations to PCE. If Customer causes a delay in delivery PCE will store and handle all items at Customer's risk and will invoice Customer for the unpaid portion of the contract price, plus applicable storage, insurance and handling charges.

5.3. PCE shall not be liable for impossibility of delivery or delays caused by force majeure or unforeseeable events (including but not limited to operational disruptions, supply chain issues, labor shortages, pandemics, official measures, or supplier failures) beyond PCE's

control. In such cases, PCE shall be entitled to withdraw from the contract if the hindrance is not temporary. For temporary hindrances, delivery periods shall be extended accordingly. Customer may withdraw from the contract by immediate written notice if the delay renders acceptance unreasonable.

5.4. PCE shall be entitled to make partial deliveries if:

- (a) the partial delivery is usable for Customer within the contractual purpose,
- (b) the delivery of remaining Goods and/or Software is ensured, and
- (c) Customer incurs no significant additional expenses (unless PCE agrees to bear these costs).

5.5. PCE shall not accept responsibility for any shortages or damages unless Customer retains all shipping containers and packing materials for inspection and provides timely notice of the issue.

6. Delivery, Transfer of Risk, Acceptance, Default of Acceptance

6.1. Unless provided otherwise in the order, PCE shall ship Goods and/or Software to an agreed-upon destination at Customer's expense (sale by dispatch) whereby PCE shall be entitled to determine the method of shipment (including carrier, route, and packaging) at its discretion. If expressly provided in the order, delivery will be made at the warehouse (*ex works (ab Werk)*). In either case, PCE's warehouse is the place of performance for the delivery and any subsequent performance.

6.2. The risk of accidental loss, deterioration, or destruction of the Goods and/or Software shall pass to Customer upon handover, at the latest. In case of sale by dispatch, said risks and the risk of delay shall pass to Customer upon delivery of the Goods and/or Software to the carrier. Handover shall be deemed to have taken place if Customer is in default of acceptance.

6.3. If Customer is in default of acceptance, fails to cooperate, or if PCE's delivery is delayed for reasons attributable to Customer, PCE shall be entitled to claim compensation for resulting damages, including additional expenses. PCE shall charge liquidated damages of 0.5% of the net price per completed calendar week of delay, up to a maximum of 5% of the delivery value, commencing with the delivery period or notification of readiness for dispatch. PCE reserves the right to claim and prove higher damages and to assert other statutory rights. Customer retains the right to prove that PCE has incurred no damage or substantially less damage than the liquidated amount specified herein.

6.4. Insofar as an acceptance is to take place, the purchased Goods and/or Software shall be deemed accepted if:

- (a) the delivery and, if PCE is also responsible for installation, the installation has been completed,
- (b) PCE has notified Customer of PCE's completion of installation with reference to the deemed acceptance under this Section 6.4 and has requested Customer to accept,
- (c) ten] working days have elapsed since delivery or installation, or Customer has started using the purchased item (e.g., has put the delivered equipment into operation) and in this case [ten] working days have elapsed since delivery or installation, and

- (d) Customer has failed to accept within the period specified under (c) for any reason other than a defect notified to PCE that makes the use of the purchased item impossible or substantially impairs it.

7. Software License Agreement

7.1. Customer receives a simple, non-exclusive right to use the Software as follows:

- (a) The right of use is subject to the precedent condition of full payment according to Section 3.
- (b) The allowed use is limited to Customer's business purposes. It includes installing the Software, loading it into memory, and using it as intended. Customer may backup the Software or decompile it only under the statutory conditions specified in Section 69d, Subsections 2 and 3 and Section 69e of the German Copyright Act. Any information hereby gained may only be used for the purposes of the aforementioned statutory provisions and may not be shared with any third parties. Customer may not otherwise modify the Software or any of its parts, e.g. databases. Further details regarding the allowed use may result from the Contract and/or license certificate.
- (c) The allowed use is limited to the original delivery country, unless otherwise agreed in the Contract.
- (d) The right to use the Software is not limited in respect of time (perpetual license), unless otherwise agreed in the Contract (e.g. subscription plan).
- (e) No further rights (intellectual property rights or other) with regard to the Software are being transferred to Customer. In particular, Customer is not entitled to sublicense the Software or to otherwise make it available to third parties with the sole exception of a full transfer pursuant to Section 7.2.
- (f) Any tacit or implicit granting of additional rights is excluded.
- (g) If a license key is being issued, its sole possession does not grant any right to use the Software.

7.2. Customer is permitted to transfer its rights of use relating to the Software only in their entirety. The transfer causes all of Customer's rights of use to expire. Customer is obliged to delete all of the Software from its devices and destroy any remaining data carriers containing the Software.

7.3. PCE will provide maintenance releases, i.e. updates, upgrades, releases or other adaptation or modification of the Software, including any updated documentation, at its sole discretion. Any further maintenance and/or support requires Customer to enter into a Maintenance and Support Services Agreement with PCE. This also applies to installation and configuration of the Software and/or any training of Customer's staff.

7.4. Customer alone is responsible for any lost or altered data, files, or information, that could have been avoided through appropriate back up.

7.5. Customer shall take all reasonable measures to safeguard the Software as well as any maintenance releases, remote access software, documentation, and any other work product that PCE provides or makes available to Customer in connection with the Software from any threats to PCE's intellectual property such as infringement, misappropriation, theft, misuse, or unauthorized access. Customer will promptly notify PCE if it becomes aware of any such threat and will cooperate with PCE in any reasonable preventive or reactive measures.

8. Product Specifications and Returns

- 8.1. PCE may change equipment specifications without notice unless it agreed to the specification(s) in writing.
- 8.2. Specific Goods characteristics, including but not limited to product weight, dimensions, value, return on investment, load, tolerance, and other technical data are not guarantees of those characteristics and are provided for information only.
- 8.3. Equipment that is engineered, modified, customized, or configures especially for Customer cannot be returned unless there is a valid warranty claim and the equipment cannot be repaired. Customer cannot return equipment that is altered, damaged, used, or previously installed. Unless PCE makes a shipping error or Customer makes a valid warranty claim, unused off the shelf equipment may be returned only if Customer contacts PCE for approval and return instructions prior to returning anything. At its discretion, PCE may charge Customer a restocking fee for any return.

9. Retention of Title

- 9.1. Until full payment of all present and future claims of PCE arising from the Contract and an ongoing business relationship (secured claims), PCE retains ownership of the sold Goods (Retention of Title (*Eigentumsvorbehalt*)).
- 9.2. The Goods subject to retention of title shall not be pledged to third parties nor assigned as security before full payment of the secured claims. Customer shall immediately notify PCE in writing if an application for the commencement of insolvency proceedings is filed or if third parties seize the Goods belonging to PCE. Customer shall be obliged to treat the Goods with due care and insure them at its own expense against fire, water damage, and theft at their full replacement value.
- 9.3. In the event of Customer's breach of contract, particularly default in payment of the due purchase price, PCE shall be entitled to withdraw from the Contract in accordance with statutory provisions and/or demand return of the Goods based on the retention of title. The demand for return does not concurrently constitute a declaration of withdrawal; rather, PCE shall be entitled to demand only the return of the Goods and reserve the right to withdraw. If Customer fails to pay the due purchase price, PCE may assert these rights only after setting Customer a reasonable deadline for payment to no avail or if setting such a deadline is dispensable under statutory provisions.
- 9.4. Should the realizable value of the securities exceed PCE's claims by more than 10%, PCE shall, at Customer's request, release securities of PCE's choice.
- 9.5. Retention of Title applies accordingly to any data carriers, manuals, instructions and other documents relating to the Software.

10. Customer's Claims for Defects

- 10.1. Customer's rights in the event of material and legal defects of the Goods and/or Software are governed by statutory provisions unless otherwise specified below. The statutory provisions Customer's rights under separately issued guarantees remain unaffected in all cases.
- 10.2. The Goods and/or Software are free from material defects if the statutory requirements pursuant to Section 434 Subsection 2 German Civil Code (*BGB*) are met. With regard to agreed quality (*vereinbarte Beschaffenheit*) pursuant to Section 434 Subsection 2 No. 1 German Civil

Code, product descriptions which are part of or referred to in the Contract shall take precedence over any other information. Section 434 Subsection 3 German Civil Code shall apply subsidiarily.

10.3. Customer shall carefully inspect delivered Goods and/or Software immediately after delivery to Customer or to the third party designated by Customer. Goods and/or Software shall be deemed approved by Customer with respect to obvious defects or other defects that would have been detectable in an immediate, careful inspection, if PCE does not receive a written notice of defects from Customer within ten working days after delivery. With respect to other defects, the delivered items shall be deemed approved by Customer if PCE does not receive a written notice of defects within ten working days after the defect became apparent; provided, however, that if the defect was evident during normal use at an earlier time, such earlier time shall be deemed the commencement of the notice period. Upon PCE's request, any rejected item shall be returned to PCE at Customer's expense. In the event of a justified notice of defects, PCE shall reimburse Customer for the costs of the most economical shipping method; provided, however, that such reimbursement shall not apply to any increased costs resulting from the item's location being different from the place of intended use.

10.4. In the event that the delivered Goods and/or Software are defective, PCE shall, at its sole discretion, have the right to cure such defect either by rectification or by replacement delivery. If PCE's chosen method of cure is unreasonable for Customer under the circumstances, Customer may decline to accept such method. PCE's statutory right to refuse cure shall remain unaffected.

10.5. PCE shall be entitled to condition the performance of any cure upon Customer's payment of the due purchase price. Notwithstanding the foregoing, Customer shall have the right to withhold a portion of the purchase price reasonable in proportion to the defect.

10.6. Customer shall afford PCE reasonable time and opportunity to cure defects and shall make the Goods and/or Software available to PCE for this purpose. PCE may, at its discretion, attempt to diagnose and remedy defects remotely. Customer shall be obligated to cooperate with PCE's specified methods for problem identification and resolution. Should PCE determine that on-site work is necessary, it shall arrange for the deployment of a service technician. In the event of a replacement delivery, Customer shall, in accordance with statutory provisions, return the defective Goods to PCE.

10.7. PCE shall bear or reimburse, in accordance with statutory regulations and these Terms and Conditions, the expenses necessary for inspection and cure of defects, including but not limited to transport, travel, labor, and material costs, as well as removal and installation costs where applicable, provided that a defect actually exists. In the absence of an actual defect, PCE may claim reimbursement from Customer for costs incurred due to the unjustified request for defect remedy, if Customer knew or should have known that no defect existed. PCE may charge additional costs for Customer-requested on-site work that could have been avoided or for work performed outside normal business hours. Failure to install or utilize available means and equipment for remote connection, identification, and resolution may result in increased response times and additional costs for Customer. PCE reserves the right to charge Customer for additional costs and expenses incurred if Customer relocates the product from the originally agreed location without PCE's prior written consent.

10.8. In the event of defects in title (*Rechtsmängel*), PCE shall, at its sole discretion, either (i) procure for Customer the right to use the Goods and/or Software in accordance with the Contract, or (ii) replace or modify the Goods and/or Software such that it no longer infringes third-party rights, provided that such replacement or modification does not unreasonably impair Customer's contractual use.

10.9. Customer's rights in respect of defects shall be excluded if Customer modifies the Goods and/or Software without PCE's consent, and such modification makes the remedy of defects impossible or unreasonably difficult. In any case, Customer shall bear the additional costs of remedying the defect resulting from the modification.

10.10. Customer's claims for damages are subject to the following Sections 11 and 12 hereof.

11. Other Liability

11.1. In all cases of contractual and non-contractual liability towards Customer, PCE shall provide compensation for damages only to the extent specified below:

11.2. PCE shall be liable for intent (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*). For slight negligence (*leichte Fahrlässigkeit*), PCE shall only be liable for breaches of essential contractual obligations (*Kardinalpflichten*), the fulfillment of which is necessary for the proper execution of the Contract or whose breach would endanger the achievement of the Contract's purpose and upon which Customer regularly relies. In the case of slightly negligent breaches of essential contractual obligations, liability is limited to the typical and foreseeable damage. In all other respects, liability is excluded. The limitations of liability under this Section 11.2 do not apply to damages arising from injury to life, body, or health, nor in the event of an assumption of a guarantee or liability under the German Product Liability Act (*Produkthaftungsgesetz*).

11.3. PCE shall not be liable if the circumstances causing the damage are based on an unusual and unforeseeable event over which PCE has no control and the consequences of which could not have been avoided even with the due care required. Furthermore, PCE shall not be liable for failures or disruptions in the technical infrastructure that lies outside its area of responsibility.

11.4. The provisions of this Section 11 also apply to the benefit of PCE's employees, corporate bodies (*Organe*), representatives, and vicarious agents (*Erfüllungsgehilfen*).

12. Limitation Period

12.1. The general limitation period for claims arising from material defects and defects in title shall be one year from delivery. Statutory regulations on limitation periods (in particular, Section 438 paragraph 1 no. 1, paragraph 3, Sections 444, 445b of the German Civil Code) shall remain unaffected.

12.2. The aforementioned limitation periods shall also apply to Customer's contractual and non-contractual claims for damages based on a defect in the Goods and/or Software, unless the application of the regular statutory limitation period (Sections 195, 199 of the German Civil Code) would result in a shorter limitation period. Customer's claims for damages pursuant to Section 11.1 sentences 1 and 2 hereof and claims under the Product Liability Act shall be subject to the statutory limitation periods.

13. Standards and Regulations

PCE is committed to ensuring that the Goods and/or Software meet the laws and standards that may apply to Customer's use of the Goods and/or Software. PCE however does not warrant that the Goods comply with all laws or standards relevant for Customer unless this is expressly agreed upon in writing. Unless explicitly agreed otherwise, Customer is responsible for the proper installation, operation, and calibration of the Goods and/or Software in accordance with all applicable laws and standards.

14. Product Manuals and other Documentation

14.1. Customer acknowledges and agrees that adherence to the installation information, product and system manuals, operating and safety instructions, and other documentation and specifications provided by PCE ("Documentation") is of critical importance.

14.2. PCE hereby notifies Customer that failure to comply with the Documentation may adversely affect or preclude any claims Customer might otherwise have against PCE arising from or in connection with the Goods and/or Software.

14.3. Customer shall ensure that all personnel involved in the installation, operation, or maintenance of the Goods and/or Software are familiar with and comply with the relevant Documentation.

15. WEEE

When required by applicable law, PCE will dispose of electrical and electronic equipment waste ("WEEE") at Customer's costs.

16. Traceability

Customer acknowledges that PCE may trace the Goods, recall the Goods and/or Software or take other remedial actions. Customer will cooperate with any such action. In case of a resale, Customer is considered the distributor under applicable law and must assume all related obligations, including but not limited to: (i) retaining all documents and information required to trace and recall for at least ten years; (ii) immediately informing PCE of any complaints or incidents promptly following any instructions PCE provides regarding the investigation or handling of the matter; and (iii) complying with all applicable storage and transportation obligations.

17. Compliance and Export Control

17.1. In performing its obligations and exercising its rights under the Contract, Customer shall, at all times, act ethically and in compliance with all applicable (i) legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency or authority, or other relevant body; (ii) common law; and (iii) any binding court order, judgment, or decree (collectively "Laws") of the United States and any jurisdiction in which PCE and Customer are established or conduct operations relating to the Contract, including (without limitation) any applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010), as may be amended, and any applicable Laws in force from time to time regarding import/export regulations, tax and/or customs and duties (the "Import/Export Legislation").

17.2. Customer shall ensure that PCE products, and any other products or technology acquired from PCE under the Contract (for purposes of this Section, "Products"), will not be

exported, sold, diverted, transferred, or otherwise disposed of in violation of the Import/Export Legislation, either in their original form or after being incorporated into other items.

17.3. PCE expects Customer to comply with all relevant export control laws and regulations and PCE will not engage, directly or indirectly, in business with restricted parties or in restricted end-uses. Customer recognizes and accepts that PCE has determined that it will not sell, supply, transfer or export directly or indirectly, or support products, software or services to or in any country which is the subject of a sanctions program initiated by U.S., E.U. or Switzerland. Additionally, because of the current political and humanitarian situation in as well as the reputational and business risks associated with trade with the non-controlled regions of Ukraine (such as Crimea, Sevastopol, Zaporizhzhia, Luhansk People's Republic-LNR, Kherson, Donetsk People's Republic -DNR), Russia, Cuba, Iran, Syria, Sudan, North Korea and Afghanistan, PCE has determined that it will not sell, export or re-export directly or indirectly to or for use in or support (including delivering spare parts and consumables) customers and users located in those countries/regions of any products supplied under or in connection with the Contract. As far as Myanmar (Burma) is concerned, sale and support to that country shall first be checked with PCE on a case-by-case basis. The list of countries/regions may vary depending on international events and PCE will update this list accordingly. In addition, PCE may, in its sole discretion, determine not to sell or support Products to entities listed on the restricted parties' lists. Customer will not be entitled to make any claim against PCE in the event PCE refuses to sell and support the Customer in any of those countries/regions or to sell to any of those entities. Customer shall not sell, export or re-export, directly or indirectly, any Products supplied under or in connection with the Contract to or for use in any of the countries/regions listed above.

17.4. Customer shall undertake its best efforts to ensure that the purpose of Sections 17.1 to 17.3 is respected by any third parties further down the commercial chain, including by possible resellers.

17.5. Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would defeat the purpose of Sections 17.1 to 17.3.

17.6. Customer shall fully comply with the data protection and privacy legislation in all relevant jurisdictions and shall ensure that its employees, agents, and contractors observe the provisions of such legislation.

17.7. Any violation of Sections 17.1 to 17.6 shall constitute a material breach of an essential element of the Contract, and PCE shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of the Contract; and
- (ii) a contractual penalty for each violation of Sections 17.1 to 17.6, unless Customer is not responsible for the violation. The contractual penalty shall be determined by PCE at its reasonable discretion (*billiges Ermessen*) and may be reduced by the competent court if excessive.

17.8. Customer shall immediately inform PCE about any problems in applying Sections 17.1 to 17.6 including any relevant activities by third parties that could defeat the purpose of Sections 17.1 to 17.3. Customer shall make available to the PCE information concerning compliance

with the obligations under Sections 17.1 to 17.6 within two weeks of the simple request of such information.

18. Choice of Law and Jurisdiction

18.1. These Terms and Conditions and the contractual relationship between PCE and Customer are governed by the law of the Federal Republic of Germany, excluding international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods (CISG).

18.2. If Customer is a merchant within the meaning of the German Commercial Code (*HGB*), a legal entity under public law, or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is PCE's place of business in Heppenheim. The same applies if Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code. However, in all cases, PCE is also entitled to bring an action at the place of performance of the delivery obligation according to these Terms and Conditions or a prior individual agreement or at Customer's general place of jurisdiction. Overriding statutory provisions, particularly regarding exclusive jurisdictions, remain unaffected.

19. Final Provisions

19.1. Changes and additions to these Terms and Conditions must be made in writing. This requirement can only be waived by written agreement.

19.2. Should individual provisions of these Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. The parties hereby agree that the invalid provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the Contract.