

## General Terms and Conditions of Sale – North America

(15 December 2022)

### 1 SCOPE OF GENERAL TERMS AND CONDITIONS AND CONCLUSION OF AGREEMENT

1.1 These General Terms and Conditions of Sale ("**GTC**") shall apply to all business relationships between any affiliated undertaking of NEVEON Holding GmbH with its registered seat within North America ("**NEVEON**") and a contractual partner of NEVEON ("**Customer**") regarding the delivery of goods or services (the "**Products**") by NEVEON other than the delivery of goods or services pursuant to orders placed by a Customer in the online shop of NEVEON (shop.neveon.com), which shall be governed exclusively by the applicable general terms and conditions for the online shop of NEVEON. Unless expressly otherwise agreed between NEVEON and the Customer in writing, terms and conditions deviating from these GTC shall not apply to the contractual agreement between NEVEON and the Customer, even if the Customer refers to such terms and conditions and NEVEON does not expressly object to their applicability. NEVEON does not accept general terms and conditions of the Customer and such do not apply to the business relationship between NEVEON and the Customer.

1.2 Commercial offers of NEVEON (including prices) are subject to change. Individual agreements subject to these GTC between NEVEON and the Customer shall become binding only upon the written acceptance of a purchase order of the Customer by NEVEON or upon the actual execution of such purchase order by NEVEON (the "**Acceptance**"). The content of any prospectus or advertising used by NEVEON (in particular dimensions, weights, properties, services or prices) shall become part of an individual agreement subject to these GTC only if expressly agreed between NEVEON and the Customer in writing.

### 2 TERMS OF DELIVERY AND PERFORMANCE

2.1 The place of performance shall be the production facility of NEVEON delivering the Products or the place of performance specified in the respective commercial offer of NEVEON, unless expressly agreed otherwise in writing.

2.2 Incoterm EXW (Incoterms 2020) shall apply to deliveries of Products unless agreed otherwise between NEVEON and the Customer in writing. In case of transactions involving more than two parties, NEVEON and the Customer shall always agree on the applicable Incoterm provisions in writing.

2.3 Unless NEVEON and the Customer expressly agree otherwise in writing:

- (a) the Customer shall bear all costs for transportation as well as costs in relation to import and export clearances (including respective import and export duties); and
- (b) the Customer shall be responsible for any formalities in relation to required import and export clearances (e.g. registration of products or operating licenses).

2.4 Delivery shall be made in accordance with the GTC valid on the date of the Acceptance (Clause 1.2).

2.5 All information provided by NEVEON on the time of delivery is non-binding. NEVEON and the Customer may however agree on a specific delivery time in writing. In such case, NEVEON shall have complied with such delivery time if NEVEON dispatched or placed at the disposal of the Customer the Products on or before the expiry of such delivery time.

2.6 If NEVEON is delinquent with respect to the delivery of Products, the Customer shall grant to NEVEON a reasonable grace period in writing whereby such grace period shall last at least four weeks. The Customer may only cancel an individual agreement subject to these GTC after such grace period has expired without NEVEON delivering the Products in accordance with such individual agreement. The Customer may only claim damages due to a delinquent delivery by

NEVEON if such delinquency has been caused by willful or gross negligent actions of NEVEON.

2.7 A failure or delay by the Customer to accept delivered Products by NEVEON does not release the Customer from its obligation to pay the purchase price of such Products when due. In such cases, NEVEON will store affected Products at the risk and expense of the Customer. NEVEON will insure stored Products at the request of the Customer, but only to the extent the Customer has already paid respective costs to NEVEON in full.

2.8 NEVEON shall be entitled to make partial deliveries and render partial services at any time. NEVEON shall furthermore be entitled to issue partial invoices for such partial deliveries and partial services.

2.9 NEVEON is entitled to partially or fully use third parties for the fulfilment of an agreement at any time.

2.10 NEVEON is not obliged to fulfil an agreement if national or international regulations of foreign trade law, embargos and/or other sanctions prevent the fulfilment of such agreement. It is the responsibility of the Customer to procure export licenses required for the delivery of Products at own expense of the Customer. NEVEON will support the Customer to the best of its ability and provide all declarations and documents required. If the Customer cannot obtain required export licenses within a reasonable period of time or if granted export licenses are being revoked, the Customer and NEVEON will aim to agree on an alternative solution. Resulting additional costs of such alternative solution shall be borne by the Customer. The Customer may not make claims against NEVEON due to export licenses obtained too late or revoked.

### 3 TRANSFER OF RISK

3.1 The risk of loss, damage to or destruction of Products shall pass from NEVEON to the Customer in accordance with the agreed Incoterm provisions (Clause 2.2). Any loss, damage to or destruction of the Products occurring after the risk has passed to the Customer does not release the Customer from its obligations to pay the purchase price for the respective Products when due.

3.2 If NEVEON placed Products at the disposal of the Customer in accordance with the relevant individual agreement but the Customer fails to accept such Products or the acceptance of such Products is delayed due to circumstances that are within the sphere of the Customer, the risk shall pass to the Customer at the time NEVEON placed the respective Products at the disposal of the Customer in accordance with the relevant individual agreement.

### 4 RETENTION OF TITLE

4.1 NEVEON reserves its title to all Products (the "**Reserved Goods**") until the Customer has completely fulfilled all its present and future obligations in connection with the business relationship between the Customer and NEVEON (including payment obligations arising in connection with balances of current accounts). This shall also apply, if the Customer has made designated payments on specific claims of NEVEON.

4.2 Any processing or treatment of Reserved Goods shall be carried out for NEVEON as manufacturer, but without creating obligations of any kind to NEVEON. The processed or treated Reserved Goods shall be deemed to be Reserved Goods subject to the retention of title within the meaning of this Clause 4. If the Reserved Goods are processed or inseparably mixed or combined with other items not owned by NEVEON, NEVEON shall acquire co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the value of the other processed or mixed or combined items at the time of processing or mixing or combining. If the Reserved Goods are combined or inseparably mixed with other items not owned by NEVEON to form a uniform object and such object is the main object (*Hauptsache*), the Customer hereby assigns to

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NEVEON *pro rata* co-ownership to such object, in each case, to the extent that such main object is the property of the Customer. The Customer shall keep NEVEON's property in safe custody and free of charge.

- 4.3 The Customer shall be entitled to sell, process or transform Reserved Goods in its ordinary course of business (including, in case of any doubt, the installation in the ground or in the earth or in machines connected with buildings or use in fulfilment of other contractual agreements); NEVEON may however revoke such authorization at any time and without special reason. The Customer hereby assigns to NEVEON all claims against its customers for payment of the purchase price arising from any sale of Reserved Goods. If the Customer sells Reserved Goods together with items other than Reserved Goods, such assignment shall only apply with respect to the part of the payment claim of the Customer corresponding to the amount invoiced by NEVEON to the Customer in relation to the Reserved Goods. The provision foreseen in the preceding sentence also applies *mutatis mutandis* in case of a sale of items in which NEVEON gained co-ownership in accordance with Clause 4.2. Any payment claim assigned to NEVEON in accordance with this Clause 4.3 shall constitute a security to NEVEON. To the extent an assigned claim is included in a continuing contractual set-off (current account), the Customer hereby assigns to NEVEON a corresponding part of the balance from such current account. The Customer is authorized to collect its payment claims despite the assignment of payment claims pursuant to this Clause 4.3. NEVEON may revoke its consent to the collection of assigned payment claims at any time and without special reason. At the request of NEVEON, the Customer shall notify its customers of an assignment, provide NEVEON with such information and hand over all documents required to assert an assigned payment claim against a customer of the Customer.
- 4.4 The Customer shall not be entitled to dispose of Reserved Goods in any other way (e.g. pledging or transfer by way of security) or assign payment claims subject to an assignment in accordance with Clause 4.3. In the event of a seizure or attachment of Reserved Goods, the Customer shall make known the ownership of NEVEON in the Reserved Goods and the Customer shall notify NEVEON immediately about any such seizure or attachment.
- 4.5 The Customer is obliged to insure Reserved Goods adequately against all usual risks at its own expense, in particular fire, burglary and water damage, and shall handle Reserved Goods with care and store them properly.
- 4.6 If the Customer does not fulfil its payment obligations to NEVEON in whole or in part, NEVEON shall be entitled to take back the Reserved Goods after setting a grace period. This also applies if NEVEON decides not to cancel the respective individual agreement subject to these GTC.
- 4.7 Any assertion of its retention of title claim shall only constitute a cancellation of an individual agreement subject to these GTC if NEVEON expressly declares such cancellation. To the extent permitted by law, NEVEON shall be entitled to claim from the Customer all costs incurred as a result of taking back Products as well as a processing fee of 10 % of the respective purchase prices in each case of taking back Products.
- 4.8 The Customer shall bear the full risk in relation to Reserved Goods, in particular the risk of their destruction, loss or deterioration.

### 5 PRICES, TERMS OF PAYMENT AND INVOICING

- 5.1 Unless otherwise agreed, all prices and charges are net prices excluding any statutory value added tax and other taxes or duties as well as excluding costs for packaging, transport costs and any processing fees.
- 5.2 If the delivery of Products takes place more than four weeks after entering into the respective individual agreement due to circumstances not attributable to NEVEON (including in case of agreed delivery times), NEVEON may adjust its prices if and to the extent prices and costs relevant for its calculation, in particular for personnel, raw materials, goods or services, energy and unforeseen events beyond the control of NEVEON, changed by at least 2 % since the Acceptance. If NEVEON adjusts prices pursuant to this Clause 5.2, NEVEON shall notify the Customer thereof in writing either by mail or

electronically (e.g. by email), together with comprehensible reasons for the respective price adjustment. The Customer shall have the right to withdraw from the part of an agreement affected by such price adjustment within five days after the receipt of such notification. Such withdrawal must be made in writing. The Customer hereby waives all its claims for damages against NEVEON due to a withdrawal in accordance with this Clause 5.2.

- 5.3 NEVEON may transmit invoices either by mail or electronically (e.g. by email). The Customer expressly agrees to the electronic transmission of invoices by notifying to NEVEON its email address. The Customer shall notify any changes to NEVEON in writing.
- 5.4 Unless expressly agreed otherwise in writing, the Customer shall pay invoiced amounts within 14 calendar days as of receipt of an invoice by transferring the invoiced amounts without deduction and free of charges to the account notified by NEVEON.
- 5.5 All payments shall be made at the risk and expense of the Customer. The Customer shall only have fulfilled its payment obligation if NEVEON has received invoiced amounts in full and irrevocably at the account notified by NEVEON to the Customer.
- 5.6 The Customer may not retain payments based on its claims or set off its claims (except to the extent its claims have been acknowledged by NEVEON in writing or have been legally determined).
- 5.7 If the Customer does not fulfil its payment obligations in full within the time period specified for payment and/or the creditworthiness of the Customer has deteriorated, NEVEON shall be entitled, without prejudice to any other rights of NEVEON, (i) to terminate individual agreements subject to these GTC or withhold deliveries to the Customer, (ii) to demand advance payments, (iii) to demand adequate security and (iv) to charge default interest in the amount of 12 % *p.a.* or, if higher, NEVEON's corresponding credit procurement costs. Furthermore, the Customer shall bear all costs in connection with collecting outstanding invoiced amounts, in particular dunning, collection, survey and enquiry costs as well as lawyers' and litigation costs.

### 6 TAX PROVISIONS

- 6.1 The Customer shall notify NEVEON of its invoicing information. In the case of deliveries of Products to member states of the European Union, the Customer shall notify NEVEON of its VAT identification number.
- 6.2 Tax exemption can only be granted if the legal requirements are fulfilled at the time of delivery of the Products.
- 6.3 The Customer shall unsolicited and in a suitable form provide NEVEON with all (transport) proofs, documents and deeds which are necessary for NEVEON to obtain a VAT exemption in relation to deliveries or exports. If the Customer or an authorized representative of the Customer picks up the Products, the relevant documents shall be presented to NEVEON at the time of the pick-up of the Products.
- 6.4 If the Customer does not comply with this obligation pursuant to Clause 6.3:
- (a) NEVEON shall have the right to immediately invoice any VAT payable by the Customer; and
- (b) the Customer shall indemnify and hold NEVEON completely harmless against any resulting disadvantages and damages; in particular, in the event of an audit by any competent tax authority and subsequent refusal of tax exemption, the Customer shall immediately pay the VAT invoiced by NEVEON subsequently and separately.
- 6.5 The Customer shall inform NEVEON immediately, if withholding tax is due in the Customer's country of residence in relation to the delivery of Products. Upon receipt of this information, NEVEON shall immediately provide to the Customer all documents necessary to obtain a tax reduction, tax exemption or applicability of a zero-tax rate for the goods or services supplied. It is the Customer's responsibility to ensure that the tax authorities in the Customer's country of residence receive all necessary information in a timely manner

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so that no or reduced withholding tax is being levied with respect to the services or deliveries of NEVEON.

- 6.6 The Customer shall fully indemnify, defend and hold NEVEON harmless from and against any withholding tax to be borne by NEVEON.
- 6.7 The Customer shall be liable for all tax claims arising from incorrect information provided by the Customer.
- 6.8 Future tax or legal changes shall not be borne by NEVEON; taxes and duties resulting from such tax or legal changes shall be borne by the Customer in full. The Customer shall ensure that these taxes are duly reported and paid.

### 7 INTELLECTUAL PROPERTY

- 7.1 The Customer acknowledges that the Products may be legally protected. NEVEON reserves all rights (i) to the intellectual property rights in and to the Products and any components of the Products (including all improvements as well as changes to the structure or design of the Products and components of the Products), (ii) to inventions, ideas, concepts, patents, designs, trademarks, know-how and all other intellectual property of NEVEON and (iii) concerning pending patent applications, even if such originated in connection with an individual agreement subject to these GTC. An individual agreement subject to these GTC does not grant to the Customer a license regarding NEVEON's intellectual property. The Customer shall not reverse engineer the Products.
- 7.2 The Customer is not entitled to use trademarks and/or protected names of NEVEON. In particular, the Customer may not include such in its (registered) name.
- 7.3 Ownership of all intellectual property and rights of use of NEVEON to engineering, documentation or know-how shall always remain with NEVEON without restriction. Any documentation provided by NEVEON to the Customer may not be edited, copied, reproduced, translated into another language, disseminated or processed (print, photocopy, microfilm or other processes), either in whole or in part, whether electronically or by any other means unless NEVEON provided its prior written consent in relation thereto.
- 7.4 Intellectual property protected by this Clause 7 may not be used for the manufacture of spare parts or replacement parts by the Customer or by third parties engaged by the Customer.
- 7.5 The Customer guarantees that any material and/or information provided or made available by it to NEVEON as well as all Products manufactured in accordance with specifications provided by the Customer do not infringe the rights of third parties. NEVEON shall therefore not have an obligation to inspect such material, information or Products in relation to whether these infringe the rights of third parties. In connection with NEVEON's use of such material and/or information provided or made available by the Customer or Products produced in accordance with the specifications of the Customer, the Customer hereby undertakes to fully indemnify and hold harmless NEVEON against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by NEVEON arising out of or in connection with any claim brought against NEVEON for actual or alleged infringement of a third party's intellectual property rights in any jurisdiction.
- 7.6 The provisions of this Clause 7 shall also apply after the expiry or termination of a respective individual agreement subject to these GTC between NEVEON and the Customer.

### 8 WARRANTY

- 8.1 NEVEON warrants that the Products are delivered in accordance with the relevant individual agreement and comply with the agreed specifications or a provided sample at the time of delivery. NEVEON DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS (INCLUDING WITHOUT LIMITATION THE MATERIAL USED FOR THEM), WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES

OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR USE OR PURPOSE AND TECHNICAL PERFORMANCE, EVEN IF NEVEON HAS SUGGESTED MODIFICATIONS TO DRAWINGS AND SAMPLES PROVIDED BY THE CUSTOMER. For Products that are manufactured according to specifications provided by the Customer, the Customer guarantees that no industrial property rights of third parties are infringed by the manufacture of such Products. NEVEON shall have no duty to check and/or warn the Customer regarding any material and data used by NEVEON but provided by the Customer.

- 8.2 The Customer acknowledges that variations in the density of foams of up to +/- 10 % as well as dimensional deviations of up to +/- 2 % are customary with respect to foam blanks. Unless expressly agreed otherwise, products that are within such variations are therefore deemed to be in line with agreed specifications, irrespective of whether such variations occur within the same production batch or within different production batches of the same quality.
- 8.3 NEVEON is not responsible and accepts no liability for incorrect and/or insufficient information contained in technical documents, product descriptions, sales brochures, descriptions of use or other documents prepared by the Customer or handed over or otherwise made available to a customer or user of the Customer. This shall also apply if NEVEON has authorized these documents or given its consent thereto.
- 8.4 NEVEON'S WARRANTY OBLIGATION SHALL SOLELY CONSIST, AT NEVEON'S OPTION, EITHER IN THE CORRECTION OR REPLACEMENT OF DEFECTIVE PRODUCTS. THE WARRANTY PERIOD SHALL BE SIX MONTHS FROM THE DELIVERY TIME OF RESPECTIVE DEFECTIVE PRODUCTS. IN CASE OF A REPLACEMENT OF PRODUCTS, NEVEON SHALL DELIVER REPLACEMENT PRODUCTS TO THE SAME PLACE OF DELIVERY AS THE INITIAL DELIVERY. IF NEVEON CORRECTS OR REPLACES PRODUCTS UNDER WARRANTY, THE CUSTOMER IS ENTITLED TO A NEW WARRANTY PERIOD OF SIX MONTHS FROM THE DATE OF THE CORRECTION OR REPLACEMENT. ALL WARRANTY OBLIGATIONS OF NEVEON SHALL END NO LATER THAN TWELVE MONTHS AFTER THE TIME OF DELIVERY OF THE INITIAL PRODUCTS.
- 8.5 NEVEON's warranty obligation only applies in relation to defective Products having been subject to normal operating conditions and normal use. NEVEON's warranty obligation therefore ceases in case of improper use or storage of Products, damage or modifications of Products by third parties or their agents or if the Customer itself or third parties carry out modifications or repairs to Products without the prior written consent of NEVEON. In the event of defects, the Customer is obliged to first accept, properly unload and store delivery items.
- 8.6 The Customer shall inspect the Products or have them inspected immediately after delivery in accordance with the agreed Incoterm provisions. The Customer shall lose its right to warranty if it does not notify NEVEON of defects without undue delay after the time at which it has discovered or should have discovered defects with respect to Products and, in doing so, precisely describes the nature of such defects. The Customer shall in any case lose its right to warranty if it does not notify NEVEON of defects within ten calendar days from delivery of the respective Products at the latest or, to the extent defects could not have been detected by the Customer despite proper inspection and were not actually detected (hidden defects), before processing or the sale of such Products by the Customer.
- 8.7 Upon notifying NEVEON of a defect, the Customer shall grant NEVEON a reasonable period of time, being not less than four weeks, to correct or replace the respective defective Products.
- 8.8 Insofar as NEVEON corrects or replaces defective Products in accordance with the terms of this Clause 8 or if the Customer rejects the correction or replacement of defective Products, the Customer may neither exercise a right to a price reduction nor to cancel the respective individual agreement subject to these GTC.

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8.9 The Customer shall bear the burden of proof regarding any defects in relation to the Products at the time of delivery.

8.10 The Customer may not assign its warranty claims.

### 9 LIABILITY

9.1 ANYTHING IN THESE GTC TO THE CONTRARY NOTWITHSTANDING, NEVEON SHALL ONLY BE LIABLE FOR ITS OWN WILLFUL AND/OR GROSSLY NEGLIGENT BEHAVIOR. FURTHER, THE LIABILITY OF NEVEON WITH REGARD TO ALL CLAIMS RESULTING FROM AN INDIVIDUAL AGREEMENT SUBJECT TO THESE GTC, REGARDLESS OF THE LEGAL GROUNDS, SHALL ALWAYS BE LIMITED TO A TOTAL OF 20 % OF THE RESPECTIVE NET ORDER VALUE OF SUCH INDIVIDUAL AGREEMENT SUBJECT TO THESE GTC. THE CUSTOMER MAY NOT MAKE ANY CLAIMS FOR DAMAGES IN EXCESS OF SUCH AMOUNT.

9.2 NEVEON SHALL UNDER NO CIRCUMSTANCES BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR (I) LOSS OF PROFIT, LOSS OF PRODUCTION OR EARNINGS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF ORDERS, LOSS OF INFORMATION AND DATA OR CONTRACTUAL CLAIMS OF THIRD PARTIES AGAINST THE CUSTOMER OR (II) INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE LOSS OR DAMAGE, WHETHER OR NOT THE OTHER PARTY AND NEVEON CONTEMPLATED SUCH LOSS OR DAMAGE WHEN ENTERING INTO AN INDIVIDUAL AGREEMENT SUBJECT TO THESE GTC AND WHETHER SUCH LOSS OR DAMAGE WAS INCURRED BY THE OTHER PARTY IN CONNECTION WITH AN INDIVIDUAL AGREEMENT SUBJECT TO THESE GTC AND/OR ITS PERFORMANCE.

9.3 THE LIMITATION OF LIABILITY PURSUANT TO CLAUSES 9.1 AND 9.2 SHALL NOT APPLY IN CASE OF (I) CLAIMS DUE TO INJURY TO LIFE, LIMB AND/OR HEALTH ARISING FROM APPLICABLE MANDATORY LAW, (II) WILLFUL BEHAVIOR OR (III) IN THE EVENT OF OTHER APPLICABLE MANDATORY LAW REQUIRING A MORE EXTENSIVE LIABILITY OF NEVEON IN WHICH CASE THE LIABILITY SHALL BE LIMITED TO THE MINIMUM REQUIRED UNDER SUCH APPLICABLE MANDATORY LAW.

9.4 CLAIMS FOR DAMAGES BY THE CUSTOMER SHALL BECOME TIME-BARRED SIX MONTHS AFTER THE CUSTOMER'S FIRST BECOMING AWARE OF THE DAMAGE AND THE DAMAGING PARTY.

9.5 THE CUSTOMER MAY NOT ASSIGN CLAIMS FOR DAMAGES.

9.6 THE CUSTOMER WAIVES ITS RECOURSE CLAIMS AGAINST NEVEON BASED ON CLAIMS ARISING FROM PRODUCT LIABILITY. IN THIS RESPECT, IT SHALL FULLY INDEMNIFY, DEFEND AND HOLD NEVEON HARMLESS.

### 10 TEST OF PRODUCTS

Any tests to be carried out in relation to Products (e.g. peel tests, electrical or mechanical tests, technical tests, etc.) shall only be carried out by NEVEON on the basis of an express and written agreement between NEVEON and the Customer. Unless NEVEON and the Customer expressly agree otherwise in writing, the Customer shall bear all costs incurred by NEVEON in connection with such tests.

### 11 TOOLS AND DEVICES

11.1 To the extent NEVEON requires tools and devices for the delivery of Products and the Customer does not provide such to NEVEON, NEVEON will either manufacture such tools and devices itself or have them manufactured by a third party. The Customer shall bear all costs incurred in connection with such tools and devices manufactured by or for NEVEON. NEVEON will therefore invoice to the Customer all costs incurred for the manufacture, maintenance and repair of such tools and devices separately.

11.2 If the Customer provides tools and devices required for the delivery of Products itself, the Customer shall bear all costs incurred by NEVEON for the maintenance and repair of such

tools and devices. NEVEON will invoice such costs to the Customer separately.

11.3 The Customer acknowledges that NEVEON is only able to deliver Products based on fully functional tools and devices. If the Customer refuses to pay the costs in accordance with Clauses 11.1 and 11.2, NEVEON shall be released from its contractual obligations to the extent that, as a consequence thereof, fully functional tools and devices required for the delivery of Products are not (or no longer) available to NEVEON.

11.4 Clauses 11.1 through 11.3 shall apply *mutatis mutandis* to the modification of tools and devices (irrespective of whether these were provided by the Customer or not).

11.5 Unless the Customer has provided tools and devices itself or has borne all costs incurred in connection with tools and devices manufactured by or for NEVEON, tools and devices manufactured by or for NEVEON shall always remain the property of NEVEON. NEVEON does not have to handover such to the Customer.

11.6 After the final delivery of respective Products, NEVEON may use, apply or destroy tools and devices owned by NEVEON or dispose of them by legal transaction at its own discretion. Upon NEVEON's written request, the Customer shall take back tools and devices provided by it within a reasonable period of time as set by NEVEON. In the event that the Customer does not take back tools and devices provided by it within the period as set by NEVEON, the Customer grants to NEVEON as of the Acceptance the authorization to dispose of such tools and devices, to use them, to destroy them or to dispose of them by legal transaction at its sole discretion.

### 12 CONFIDENTIALITY

12.1 All information disclosed by NEVEON to the Customer or of which the Customer has become aware in the course of the business relationship with NEVEON ("**Confidential Information**") shall be deemed to be confidential unless it is expressly marked as non-confidential by NEVEON at the time of its disclosure or is obviously non-confidential in nature. NEVEON reserves all rights in the Confidential Information and such Confidential Information shall remain the property of NEVEON.

12.2 Without NEVEON's prior written consent, the Customer may not use Confidential Information for any purpose other than the performance of an individual agreement being subject to these GTC or pass on Confidential Information to third parties or disclose it to third parties.

12.3 The foregoing confidentiality obligation shall not apply to Confidential Information that:

- (a) was already lawfully in the possession of the Customer prior to the disclosure to the Customer;
- (b) was already publicly accessible or generally known prior to the disclosure to the Customer;
- (c) the Customer has lawfully received from a third party not subject to a corresponding duty of confidentiality after its disclosure to the Customer; or
- (d) which became publicly accessible or generally known after its disclosure to the Customer without the Customer being responsible for this.

12.4 Publications by the Customer relating to or in connection with Products or the business relationship between NEVEON and the Customer require the prior written consent of NEVEON.

12.5 The confidentiality undertaking pursuant to this Clause 12 shall remain in effect even after termination or expiry of an individual agreement being subject to these GTC.

12.6 The Customer shall destroy Confidential Information immediately upon NEVEON's request, at the latest, however, upon termination of the respective individual agreement subject to these GTC (to the extent actually possible and legally permissible). The Customer shall not retain any records other than backup copies of electronic information that cannot be deleted and Confidential Information that must be retained and/or disclosed due to mandatory legal and/or regulatory provisions.

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### 13 COMPLIANCE AND DATA PROTECTION

- 13.1 The Customer undertakes to comply at all times with the Greiner AG Code of Conduct and the Greiner AG Code of Conduct for Suppliers and Business Partners, as amended from time to time, currently available at <https://www.greiner.com/en/greiner-ag/compliance/> and <https://sustainability.greiner.com/en/suppliers/> (together the "Greiner Code of Conduct"), and with all applicable and valid laws and regulations, in particular the US Foreign Corrupt Practices Act of 1977 (as amended from time to time), as well as with all applicable antitrust, competition, anti-corruption and export laws. Neither the Customer, nor the persons acting on its behalf, in particular officers, employees or agents shall make, offer or accept any improper payments or gifts in direct or indirect form to or from third parties including their employees, officers or to or from public officials, representatives of a governmental body or authority or a political party or their candidates. The Customer agrees that its own contractual partners will adhere to principles at least comparable to those of the Greiner Code of Conduct. NEVEON reserves the right to verify the Customer's compliance with the terms of the Greiner Code of Conduct and all applicable laws and regulations at any time during business hours upon prior written notice.
- 13.2 In the event of non-compliance, NEVEON has the right to terminate individual agreements subject to these GTC at any time and with immediate effect by written notice to the Customer.
- 13.3 The Customer undertakes to comply with all applicable provisions of data protection laws and to ensure that these are also complied with by its employees, contractual partners and other agents and third parties engaged by it.
- 13.4 The Customer acknowledges that the processing of personal data by NEVEON is primarily necessary for the execution of an individual agreement subject to these GTC and for the fulfilment of the contractually agreed obligations of NEVEON and consents to the processing of its personal data. In this regard, further information on data protection, in particular further potential processing purposes at NEVEON, is available in the information sheet Data Protection for Customers, Suppliers and Contractual Partners and can be accessed by the Customer at [https://www.neveon.com/fileadmin/user\\_upload/PDF/DSE\\_EN\\_15122021.pdf](https://www.neveon.com/fileadmin/user_upload/PDF/DSE_EN_15122021.pdf).
- 13.5 The Customer is aware that electronic communication (e.g. email) is subject to security risks. The Customer will therefore not raise any claims related to electronic communication or based on the lack of encryption of such electronic communication.
- 13.6 The Customer shall not pass on its access data to NEVEON web portals to third parties. If an employee of the Customer drops out, the Customer shall notify NEVEON thereof and change the access data immediately. The Customer shall change passwords at regular intervals.

### 14 FORCE MAJEURE

- 14.1 In the event that any circumstances beyond the control of NEVEON occur which reasonably could not have been foreseen by NEVEON, such as natural disasters, war, labor disputes (including strikes), hacker attacks, traffic and operational disruptions, fire and explosion damage, government import and export restrictions, unavailability of fuels, energy, raw materials, supplies, or means of transportation, epidemics or pandemics (including without limitation severe acute respiratory syndrome-related coronavirus (Coronavirus, i.e. SARS-CoV-1 and SARS-CoV-2 (Covid-19)) or government orders and which prevent or hinder NEVEON's performance of its contractual obligations (a "Force Majeure Event"), NEVEON shall be relieved from its contractual obligations for the duration of such Force Majeure Event and to the extent of its effects. This shall also apply if a Force Majeure Event occurs at a subcontractor of NEVEON and NEVEON therefore cannot fulfil its contractual obligations. The obligation to make payments is not affected by this suspension.
- 14.2 NEVEON must therefore only resume to fulfil its obligations after such Force Majeure Event has passed. However, such

an extension of time shall not affect the term of an individual agreement subject to these GTC between NEVEON and the Customer.

- 14.3 In the event of a Force Majeure Event, NEVEON shall:
- (a) notify the Customer in writing as soon as possible, at the latest seven calendar days after becoming aware of a Force Majeure Event, of the occurrence of such Force Majeure Event whereby it shall also describe in reasonable detail the circumstances and estimated period of the expected delay in performance; and
  - (b) make commercially reasonable and proportionate efforts to fulfil (or resume) its obligations as soon as possible (and to the extent possible).
- 14.4 NEVEON shall be entitled to an extension of the deadline for the performance of its obligations and the (pro-rata) payment of the (partial) supplies and services already provided.
- 14.5 NEVEON bears its own costs arising out of or in connection with a Force Majeure Event, without a right to compensation of costs by the Customer. Should a Force Majeure Event last more than two months, NEVEON shall have the right to terminate affected individual agreements subject to these GTC. In such case, NEVEON shall not have the right to claim damages from the Customer for total or partial non-performance of such an individual agreement.
- 14.6 After the end of the Force Majeure Event, NEVEON and the Customer shall mutually agree on a possible subsequent delivery for any deliveries not effected during the period of the Force Majeure Event, considering the interests of both parties.

### 15 TERMINATION

- 15.1 Unless expressly agreed otherwise, NEVEON may terminate individual agreements subject to these GTC (other than fixed term agreements) at the end of a calendar month by giving one month prior notice. NEVEON may further terminate an individual agreement subject to these GTC for good cause with immediate effect, in particular in the event of (i) material breaches of contract by the Customer which are, if capable of being remedied, not remedied within a reasonable period requested by NEVEON in writing, or (ii) material deterioration in the economic situation of the Customer. NEVEON is also entitled to discontinue the performance of an individual agreement subject to these GTC if the Customer does not fulfill its payment obligations towards NEVEON or materially breaches an individual agreement subject to these GTC or these GTC.
- 15.2 If NEVEON terminates an individual agreement pursuant to Clause 15.1, NEVEON shall in any case be entitled to claim from the Customer all payments and costs incurred by it up to the time of termination. If NEVEON terminates an individual agreement subject to these GTC for good cause, NEVEON shall be also entitled to receive from the Customer the net order value of all terminated individual agreements less any costs and expenses saved by NEVEON and the Customer shall indemnify, defend and hold NEVEON harmless from and against all damages resulting from such early termination.
- 15.3 If NEVEON terminates an individual agreement pursuant to Clause 15.1, the Customer shall have no claim to a remuneration for its activities, in particular no claim to a compensation or remuneration for the costs of exploring a market and/or amortized or non-amortized investments.

### 16 INDEMNIFICATION AND INSURANCE

- 16.1 The Customer shall indemnify, defend and hold harmless NEVEON and its officers, employees, vendors, service providers and agents from and against any and all losses, liability, claims, demands, damages and expenses (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) directly or indirectly arising out of or relating to any third-party claim in connection with (i) any improper or unauthorized use of a Product sold to the Customer, (ii) any illegal or negligent conduct, or willful misconduct, on the part of the Customer related to any Product after sold to the Customer, (iii) any failure to disclaim or limit liability or remedies on behalf of NEVEON in the manner set forth in these GTC or an individual agreement subject to these GTC (except to the extent such liability or remedies cannot be

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limited under applicable law) or (iv) any use or further distribution of a Product in violation of these GTC or any individual agreement subject to these GTC.

- 16.2 The Customer shall maintain such liability insurance coverage as NEVEON may specify in writing from time to time.

### 17 MISCELLANEOUS

- 17.1 Agreements between NEVEON and the Customer shall only be binding if they have been concluded in writing. Deviations from these GTC and/or amendments or waivers to an individual agreement subject to these GTC must be concluded in writing to be effective.
- 17.2 NEVEON and entities in which NEVEON directly or indirectly holds at least 50 % of the ownership interests are entitled to set-off their claims against the Customer with claims of the Customer against NEVEON, whether these are due or undue, existing or future claims.
- 17.3 Nothing in an individual agreement subject to these GTC shall create a partnership, corporation or joint venture of any kind between NEVEON and the Customer; nor shall NEVEON or the Customer be entitled to act as agent for the other party for any purpose whatsoever and/or to bind or incur any obligation on behalf of the other party.
- 17.4 No waiver or modification of these GTC or any individual agreement subject to these GTC shall be valid unless in writing signed by an authorized representative of each party. Failure by either party to enforce any provisions of these GTC or any individual agreement subject to these GTC shall not be deemed a waiver of future enforcement of that or any other provision.
- 17.5 The Customer acknowledges that NEVEON will have no obligations or liability whatsoever to any third parties based upon or as a result of these GTC or any individual agreement subject to these GTC.
- 17.6 These GTC and any individual agreement subject to these GTC shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 17.7 These GTC and any individual agreement subject to these GTC contain the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior or contemporaneous written or oral agreements and

understandings relating to the subject matter hereof and thereof.

- 17.8 The Customer may not assign or transfer any rights or obligations under or in connection with an individual agreement subject to these GTC to third parties without the prior written consent of NEVEON.
- 17.9 If, at any time, any provision of these GTC or of an individual agreement subject to these GTC is or becomes invalid or unenforceable in whole or in part, or should there be a gap in an individual agreement subject to these GTC, this shall not affect the validity or enforceability of the remaining provisions. In place of the invalid or unenforceable provision or in order to fill the gap, an appropriate valid and enforceable provision shall be deemed to be made which, as far as legally possible, comes as close as possible to what the parties intended or would have intended according to the meaning and purpose of the respective individual agreement subject to these GTC if they had considered the point.
- 17.10 These GTC and all individual agreements entered into between NEVEON and the Customer, and all claims and disputes arising thereunder or in connection therewith, shall be exclusively governed by the laws of Texas, unless the registered seat of NEVEON and the Customer are in the same country, in which case these GTC and all individual agreements concluded between NEVEON and the Customer shall be exclusively governed by the laws of the country in which both Parties' registered seat is situated. Conflict of laws rules, the United Nations Convention on Contracts for the International Sale of Goods and comparable international treaties do not apply.
- 17.11 All claims and disputes arising out of or in connection with these GTC and all individual agreements entered into between NEVEON and the Customer shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. Place of arbitration shall be Vienna, Austria. Language of arbitration shall be the English language.
- 17.12 NEVEON shall also have the right to take legal actions at any other court competent in relation to the Customer. The Customer hereby waives to the maximum extent permitted by law any objection to such jurisdiction based on improper venue or inconvenient forum.