

General Conditions of Purchase

Version: December 1, 2025

1. Definitions

In this document:

- (a) "Agreement" shall mean the binding contract formed as described in Section 2.2 herein;
- (b) "Purchase Order" shall mean any order issued by NOVALED to purchase Goods or Services from Supplier;
- (c) "Goods" shall mean both tangible and intangible Goods, including software and related documentation and packaging;
- (d) "Services" shall mean work and services provided by Supplier;
- (e) "Supplier" shall mean each person or entity that enters, as a company, into an Agreement with NOVALED for the commercial provision of Goods and Services;
- (f) "Contracting Parties" shall mean Supplier and NOVALED collectively.

2. Acceptance/Conclusion of Agreement

2.1. These General Conditions of Purchase, together with the relevant Purchase Order issued by NOVALED, set forth the terms under which NOVALED purchases Goods and/or Services. Separate (individual) agreements in written form as defined in Section 21.5 shall take precedence over General Conditions of Purchase.

2.2. The Purchase Order shall be deemed accepted by Supplier if Supplier confirms the Purchase Order in writing within a period of 10 business days or executes the Purchase Order without reservation by delivery of the Goods or performing the Services before the expiry of the aforementioned period. A delayed acceptance shall be deemed a new offer and requires acceptance by NOVALED. Also in such a case, these General Conditions of Purchase shall apply.

2.3. These General Conditions of Purchase shall apply exclusively. Any differing, conflicting or complementary General Terms and Conditions of Supplier, which are used in particular, without limitation, on an offer, a price list, a confirmation, an invoice, a delivery note or similar by Supplier, shall only become an integral part of the Agreement if and to the extent that NOVALED expressly agrees in writing. Silence, the acceptance of Goods and/or Services and any usage of trade shall not be applied to annul or modify these General Conditions of Purchase of NOVALED.

2.4. Unless expressly agreed otherwise in writing, all costs incurred by Supplier in preparing and submitting any quotation to NOVALED shall be borne by Supplier.

3. Changes to Goods and/or Services

3.1. Supplier shall not, without prior consent of NOVALED, make any changes affecting Goods and/or Services that could have a negative impact upon the form, fit, function, processing performance or the use of the Goods as per NOVALED's discretion. Supplier shall issue a PCN (Process Change Notification) timely in advance to inform NOVALED thereof. NOVALED may accept or reject such change request.

3.2. NOVALED may request reasonable changes from Supplier with regard to the Goods to be delivered and/or Services to be provided affecting composition, quantity, construction and design. In case of such modifications, in particular with regard to changes in the cost structure as well as with regard to delivery dates, Supplier shall inform NOVALED thereof in due course and the Contracting Parties shall negotiate in good faith.

4. Terms of Delivery

4.1. Deliveries shall be completed in accordance with NOVALED's instructions. Unless expressly agreed otherwise in writing, all deliveries will be made DAP "Delivered At Place" (INCOTERMS 2020) to the delivery address specified in the Agreement. The delivery address is also the place of performance for the delivery and any subsequent performance.

4.2. Acceptance and payment of the Goods shall not constitute approval of the Goods nor does it mean that NOVALED recognises them as conforming to the Agreement. The same shall apply to the acceptance and payment of Services.

4.3. Supplier shall, concurrently with the delivery or performance, provide NOVALED with copies of all applicable licenses and permissions. Each delivery shall include a packing list which contains at least (i) the applicable order number, (ii) the NOVALED part number (if applicable and stated in the corresponding Purchase Order), (iii) the quantity shipped, (iv) the net and gross weight of the Goods and (v) the date of shipment. Supplier shall submit to NOVALED copies of the corresponding certificates and/or compliance reports for any required certifications and approvals, including any applicable EU, RoHS (2011/65/EU), REACH (EC 1907/2006), or Global Harmonized System of Classification and Labelling of Chemicals (GHS) regulation, and shall appropriately affix on each product (or as permitted by the applicable certifying entity, on the containers for the product) the safety and/or emissions marks of the applicable testing bodies in accordance with each such body's requirements. If any Goods show dangerous properties according to the REGULATION (EC) No 1272/2008, Supplier must affix the corresponding hazard labels. Prior to the first delivery of Goods, Supplier shall provide NOVALED a Material Safety Data Sheet ("MSDS") according to the REGULATION (EC) No 1907/2006 in the German and the English language. Supplier shall comply with any applicable legal requirements related to dangerous substances including without limitation the European Dangerous Products Transport Requirements pursuant to the European Agreement concerning the International Carriage of Dangerous Products by Road ("ADR") and product labelling requirements of the ADR. Supplier shall update any licenses and certificates from time to time to ensure continued compliance with all applicable laws.

4.4. Supplier shall not make any partial delivery or delivery before the agreed delivery date(s) or deviating quantity deliveries without NOVALED's prior express written approval. In the event of partial delivery or delivery before the agreed delivery date(s) or deviating quantity deliveries by Supplier, NOVALED reserves the right to reject and to return the delivery at Supplier's risk and expense. NOVALED shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods and/or Services, prior to delivery in accordance with the Agreement.

4.5. Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and NOVALED's specifications in such manner as to prevent damage or unauthorized access during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for NOVALED.

4.6. Supplier shall choose the most economic packaging which is limited to the essential volume and weight in order to protect the Goods; padding material should be kept to a minimum. Where disposable and returnable packaging is equal in economic and qualitative terms, returnable packaging shall be preferred, subject to NOVALED's prior written approval and provided that Supplier shall be liable for any costs resulting from the use of returnable packaging. Returnable packaging shall be compliant with applicable specifications of the waste management industry.

4.7. In deviation from the applicable Incoterm, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package or handle (before delivery as per the applicable Incoterm) the Goods.

5. Delay in delivery

All dates referred to in the Agreement shall be firm. In the event delivery of the Goods is not executed at the date specified in the Purchase Order, Supplier shall be deemed

General Conditions of Purchase

Version: December 1, 2025



to be in default without further warning notice. During the period of default, Supplier shall compensate NOVALED for all default damages unless Supplier is proven not to be held responsible for the delay. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations, Supplier shall promptly notify NOVALED in writing.

6. Performance of Goods and/or Services

6.1. Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff.

6.2. Supplier shall not have its obligations performed by third parties (e.g. subcontractors) or to transfer, pledge or assign any of its rights or obligations under the Agreement without NOVALED's prior written consent. Any such pre-approved subcontracting, transfer, pledge or assignment shall not release Supplier from its obligations under the Agreement.

6.3. Supplier shall bear the procurement risk for its performance unless otherwise agreed.

7. Acceptance and rejection of Goods and/or Services

7.1. Only written confirmation by NOVALED shall constitute acceptance of the services performed.

7.2. Acceptance and/or payment of the Goods by NOVALED shall not constitute approval of the Goods. Reference is made to Section 4.2.

7.2. NOVALED may, at any time, inspect the Goods and the manufacturing process for the Goods. If any inspection or test by NOVALED is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of NOVALED's employees.

7.3. Statutory law applies to NOVALED's duty to inspect, unless otherwise agreed in these General Conditions of Purchase (Sec. 377 German Commercial Code (HGB)). In case acceptance of the Goods is agreed, NOVALED is not obligated to inspect the Goods. NOVALED's duty to inspect is limited to defects which are external visible during the delivery process of the Goods including the delivery papers (e.g. transport damage, wrong and partial delivery) or which are visible during NOVALED's quality control in a random sampling procedure. NOVALED's obligation to give notice of defects discovered later remains unaffected. In deviation from NOVALED's duty to inspect, the notice of defect is deemed to be given without undue delay and in good time if it is submitted within five (5) working days from discovery or, in the case of obvious defects, from delivery.

7.4. Section 10 below shall apply if NOVALED does reject any of the Goods or Services. Within two (2) weeks from such notification, Supplier shall collect the Goods from NOVALED at its own expense or shall immediately provide the Services again in accordance with NOVALED's instructions at its own expenses. If Supplier does not collect the Goods within said two (2) weeks period, NOVALED may have the Goods delivered to Supplier at Supplier's expense and risk, or with Supplier's prior consent may destroy the Goods, without prejudice to any other right or remedy NOVALED may have under the Agreement or by law.

7.5. If, as a result of random sampling, any portion of a lot or delivery of the same or similar Goods is found not to be in accordance with the Agreement, NOVALED may reject and return the entire shipment or lot without further inspection or, at its discretion, carry out a complete inspection of all Goods of the respective delivery or lot, reject and return any or all non-conforming Goods (or accept them at a reduced price) and charge Supplier for the costs of such inspection or accept it at a reduced price.

8. Prices, Payment

8.1. Unless otherwise agreed upon, title to the Goods shall pass to NOVALED at the time risk is transferred to NOVALED pursuant to the applicable Incoterm.

8.2. All prices quoted in the Agreement shall be fixed prices. Unless otherwise agreed, the price stated in the Agreement includes all Goods and all Services of Supplier (e.g. assembly, installation) as well as all additional costs (e.g. proper packaging, transport costs including any transport and liability insurance). Statutory taxes on the prices shall be specified as to their type and amount and shown separately.

8.3. At the time of delivery of the Goods or performance of the Services, but ultimately within two months from delivery, Supplier shall issue a separate invoice to NOVALED either by regular mail or by e-mail to finance.dd@novaled.com meeting all applicable legal and fiscal requirements and which shall contain: (a) full company name and full company address of NOVALED, (b) the Purchase Order number, (c) an invoice number and (d) all information that allows NOVALED to take advantage of any applicable "input" tax deduction. In addition, Supplier shall inform NOVALED whether NOVALED is allowed to apply for an exemption if and to the extent allowed under applicable law in such specific situation.

8.4. Any license fees shall be included in the price.

8.5. Subject to the acceptance of the Goods without reservation by NOVALED, payment shall be made within sixty (60) days from the receipt of the correct invoice in accordance with Section 8.3 in the proper form. In the case of bank transfer, payment is deemed to have been made on time if NOVALED's transfer order is received by NOVALED's bank before the expiry of the payment term. NOVALED is not responsible for delays caused by the banks involved in the payment process.

8.6. NOVALED shall not owe any interest at the time payment is due. The statutory provisions shall apply to the default of payment by NOVALED.

8.7. NOVALED shall be entitled to rights of set-off and retention as well as the objection of non-performance of the Agreement to the extent provided by law. In particular, NOVALED shall be entitled to withhold due payments, as long as NOVALED still has claims from incomplete or defective performances against Supplier.

8.8. Supplier shall only be entitled to set-off to the extent that the counterclaim of Supplier is undisputed or declared final and absolute by a court.

8.9. NOVALED shall not be obliged to perform its payment obligation in person but may also perform through a third party determined by NOVALED.

9. Warranty

9.1. Supplier represents and warrants to NOVALED that: **(a)** all Goods are suitable for the accepted usage and shall be new, merchantable, of good quality and free from all defects in design, material, construction and workmanship; **(b)** all Goods strictly comply with the specifications, approved samples, advertising material of Supplier and all other requirements under the Agreement; **(c)** all required licenses in relation to the Goods are and shall remain valid and in place, that the scope of such licenses shall properly cover the intended use of the Goods and all such licenses shall include the right to transfer and the right to grant sub-licenses; **(d)** all Goods shall be free from any and all third-party liens and encumbrances; all Goods are designed, manufactured and delivered, and all Services have been provided in compliance with all applicable laws and regulations; **(e)** all its packaging, components and the Goods themselves comply with the REACH EU regulation and its annexes and with EU import regulations but not limited to CLP regulations. Supplier shall furnish to NOVALED any information required to enable NOVALED to comply with such laws, rules, and regulations in its use of the Goods and/or Services; **(f)** the Goods will be accompanied by written and detailed specifications of the composition and characteristics of the Goods, to enable NOVALED to transport, store, process, use and dispose of such Goods safely and in compliance with law; **(g)** all Goods

General Conditions of Purchase

Version: December 1, 2025



do not violate or infringe any third party domestic or foreign patent, copyright, trade secret, trademark or other intellectual property rights.

9.2. These warranties are not exhaustive and shall not be deemed to exclude any other claims which NOVALED may be entitled to, but shall be in addition. Delivery, inspection, acceptance, payment or resale of all or any part of the Goods and/or Services shall not affect these warranties, which shall extend to NOVALED and its customers, and shall not be deemed to be a waiver of NOVALED's warranty claims and other rights.

9.3. The warranty period for warranties set forth in Section 9.1 and 9.2 is at least twenty-four (24) months from the date of delivery as set out in Section 4., or such other period as agreed in the Agreement (the "Warranty Period").

9.4. Goods repaired or replaced within the Warranty Period are warranted for the remainder of the original Warranty Period of said Goods, or twenty-four (24) months following the delivery date of such repaired or replaced Goods, whichever is longer.

9.5. In the cases of Sections 9.3 and 9.4, Section 12 remains unaffected.

10. Liability for defects

10.1. In the event of material defects and defects of title of the Goods as well as in case of other breaches of duty by Supplier statutory law applies, unless otherwise stipulated in these General Conditions of Purchase.

10.2. According to the statutory provisions, Supplier shall be liable, in particular for ensuring that the Goods have the agreed quality at the time of transfer of risk to NOVALED. In any case, the description of the Goods - in particular by designation or reference in the Purchase Order - shall be deemed to be an agreement on the quality. It makes no difference whether the description of the Goods is provided by NOVALED, Supplier or from the manufacturer.

10.3. Regarding Goods with digital elements or other digital content, Supplier shall provide and update the digital content at least to the extent that this results from a quality agreement pursuant to Section 10.2 or other product descriptions (in particular on the Internet, in advertising or on the Goods label) by or on behalf of the manufacturer.

10.4. Subsequent performance shall also include the removal of the defective Goods and the re-installation of the Goods; the statutory claim of NOVALED for reimbursement of corresponding expenses shall remain unaffected. Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance, even if it turns out that there was no defect. NOVALED's liability for damages in the event of an unjustified request of subsequent performance shall remain unaffected; however, NOVALED shall only be liable if NOVALED failed to recognize with intent or gross negligence that there was no defect.

10.5. In deviation from the statutory rights of NOVALED and Section 10.4, the following shall apply: if Supplier does not fulfil its obligation of subsequent performance - at the discretion of NOVALED either by removal of the defect (rectification) or by delivering the respective Goods free of defects (replacement delivery) - within a reasonable period set by NOVALED, NOVALED shall be entitled to remove the defect itself and to demand from Supplier reimbursement of the expenses required or a corresponding advance payment. If the subsequent performance by Supplier failed or is unreasonable for NOVALED (e.g. due to particular urgency, danger to operational safety or the threat of disproportionate damage), a reasonable period set by NOVALED is not required; NOVALED shall inform Supplier without delay, if possible in advance.

10.6. In the event of a material defect or defect of title, NOVALED shall otherwise be entitled to reduce the purchase price or to withdraw from the Agreement in accordance with the statutory provisions. In addition,

NOVALED shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

10.7. Prior to NOVALED acknowledging or fulfilling a claim for defects asserted by NOVALED's customer (in particular reimbursement of expenses), NOVALED shall notify Supplier, briefly describe the facts of the case and request a written statement. If Supplier does not react within a reasonable period of time and if an amicable settlement is not reached, the customer is entitled to the claim to the extent NOVALED has agreed to it. In this case, Supplier shall bear the burden of proof for the contrary.

10.8. NOVALED's claims against Supplier (within the supplier recourse) shall also apply if the defective Goods are combined with another item or further processed in any other way by NOVALED, NOVALED's customers or a third party, e.g. by sublimation.

11. Statute of limitations

11.1. The statutory limitation period applies for all claims of the Contracting Parties, unless otherwise stipulated in these General Conditions of Purchase.

11.2. In deviation from Section 438 para. 1 No. 3 of the German Civil Code (BGB), the limitation period for all claims, including non-contractual claims, for material defects and defects of title is three (3) years from the transfer of risk. Insofar as acceptance is agreed, the limitation period begins with acceptance. The statutory regulations on the statute of limitation (in particular Section 438 para. 1 No. 3) remain unaffected. Claims arising from defects of title shall furthermore not be subject to a limitation period as long as the third party can still assert the right - in particular in the absence of a limitation period - against NOVALED.

11.3. Insofar as NOVALED is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods set out in Section 438 German Civil Code (BGB) leads to a longer limitation period in individual cases.

12. Ownership and Intellectual Property

12.1. All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or for NOVALED for use in the performance of the Agreement, shall be and remain the sole exclusive property of NOVALED. All machinery, tools, drawings, specifications, raw materials, deliverables and any other property or materials paid for by NOVALED shall at the time of manufacture become the sole exclusive property of NOVALED. Any processing by Supplier shall take place on behalf of NOVALED, and if Supplier acquires co-ownership by combining or mixing the Goods, it hereby assigns that portion to NOVALED. NOVALED shall accept such assignment. The transfer of possession shall be replaced by Supplier safekeeping the items for NOVALED free of charge. NOVALED's property shall not be furnished to any third party without NOVALED's prior written consent, and all information with respect thereto shall be confidential and proprietary information of NOVALED. Any and all of the foregoing shall be used solely for the purpose of fulfilling orders from NOVALED, shall be marked as owned by NOVALED, shall be held at Supplier's risk, shall be kept in good condition and, if necessary, shall be replaced upon NOVALED's prior consent by Supplier at Supplier's expense, shall be subject to periodic inventory check by Supplier as reasonably requested from time to time by NOVALED, and shall be returned promptly upon NOVALED's first request. Items in replacement for NOVALED's property shall become the sole exclusive property of NOVALED. Transfer of possession shall be replaced by Supplier safekeeping the items for NOVALED free of charge. If Supplier places an order with a sub-supplier for the manufacture of tools, machinery or models for the execution of the Agreement, and NOVALED pays for

General Conditions of Purchase

Version: December 1, 2025



the tools, machinery or models, then Supplier shall assign to NOVALED his claim against the sub-supplier for transfer of ownership in such tools, machinery or models. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own expense all machinery, tools, and raw materials necessary to perform its obligations under the Agreement.

12.2. NOVALED shall retain all rights in any samples, data, works, materials and intellectual and other property provided by or for NOVALED to Supplier.

12.3. Supplier shall not use any trademark, trade name or other indication in relation to the Goods and/or Services, alone or in any combination, without NOVALED's prior written approval. Also, Supplier shall not publicly make any reference to NOVALED, whether in press releases, advertisements, sales literature or otherwise.

12.4. Supplier shall provide without additional charge to NOVALED any documentation required to install, use and maintain the Goods and/or Services (including any software incorporated therein), containing a level of detail and quality of information such that a person reasonably qualified for the position for which the document was written (e.g. user, developer, maintenance technician, operator, process engineer, and others) will be able to perform his or her assigned tasks by solely reading and/or referring to the documentation. Supplier shall grant to NOVALED without additional charge the right to reproduce all or part of the documentation for internal use by NOVALED and its consultants, contractors, and business partners.

12.5 All rights, title, and interest in and to any and all intellectual property, including but not limited to inventions, works of authorship, designs, know-how, software, data, processes, improvements, and any related materials, whether created solely by Supplier or jointly by the Contracting Parties in connection with or arising out of this the Agreement and these General Conditions of Purchase (collectively, "IP"), shall exclusively belong to NOVALED. To the fullest extent permitted by applicable law, Supplier hereby irrevocably assigns, transfers, and conveys to NOVALED all rights, title, and interest it may have or acquire in such IP, without further consideration. Supplier shall execute any documents and take any actions reasonably requested to give full effect to this clause.

13. Indemnification

13.1. Supplier shall indemnify and hold harmless NOVALED in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim ("Third Party Claim"), including, but not limited, in cases where any of the Goods and/or Services alone or in any combination or their use infringes any third-party right, or, if so directed by NOVALED, shall defend any such claim at Supplier's own expense. This shall not apply if the Supplier is not responsible for the Third Party Claim in accordance with Sections 276, 278 German Civil Code (BGB).

13.2. NOVALED shall give Supplier prompt written notice of any such Third Party Claim. Supplier shall provide all assistance in connection with any such Third Party Claim as NOVALED may reasonably require. Any delay in notice shall not relieve Supplier of its obligations under Section 13, except to the extent it is prejudiced by such delay.

13.3. If any Goods and/or Services, alone or in any combination, supplied or performed under the Agreement are held to infringe third-party property rights and if their use is enjoined, Supplier shall, as directed by NOVALED, but at its own expense: either (a) procure for NOVALED or customers the right to continue using the Goods and/or Services alone or in any combination; or (b) replace or modify the Goods and/or Services alone or in any combination with a functional, non-infringing equivalent.

13.4. In cases of intellectual property infringement, if Supplier is unable either to procure for NOVALED the right

to continue to use the Goods and/or Services alone or in any combination or to replace or modify the Goods and/or Services alone or in any combination in accordance with the above, NOVALED may terminate the Agreement without period of notice and upon such termination, Supplier shall reimburse to NOVALED the price paid, without prejudice to Supplier's obligation to indemnify and hold harmless NOVALED.

14. Compliance with Laws; NOVALED Code of Conduct

14.1. Supplier shall at all times comply with all relevant laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labour, equal opportunity and environmental compliance laws, rules, regulations, and ordinances.

14.2. Supplier shall ensure compliance with legal provisions and internationally recognized standards for the protection of the environment and for the respect of human rights, in particular prohibitions of child labor and forced labor and discrimination, regulations on minimum wages as well as safety and fundamental rights of the employees as set out in the NOVALED Code of Conduct (available at <https://www.novaled.com/novaled/policy/>). Supplier shall ensure that the provisions of the NOVALED Code of Conduct apply throughout Supplier's entire supply chain of the Goods and/or Services. Upon request of NOVALED, Supplier shall prove compliance with the provisions of the NOVALED Code of Conduct by obtaining and submitting suitable documents.

14.3. If Supplier does not comply with the provision according to Section 14.2, NOVALED shall be entitled to terminate the Agreement in whole or in part without period of notice.

15. Export Controls Compliance

15.1. Supplier shall comply with all applicable international and national export control laws and regulations and warrants not to export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union, the United States of America, Korea, China or Japan or any other country, at the time of export or re-export, requires an export license or other governmental approval, without having first obtained such license or approval.

15.2. Supplier agrees to inform NOVALED in writing whether or not the supplied information, goods, software and/or technology are goods of which the export is restricted or prohibited under the export control laws of the US or its own country, and if so, Supplier shall inform NOVALED about the extent of the restrictions and prohibitions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or CCATS as applicable).

15.3. Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide NOVALED with all information required to enable NOVALED and its customers to comply with such laws and regulations.

15.4. Supplier shall indemnify and hold NOVALED harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which NOVALED may incur in connection with Supplier's non-compliance with applicable laws, rules and regulations. Supplier shall notify NOVALED promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect NOVALED.

16. Customs Compliance

16.1. Supplier shall provide NOVALED with every delivery with a supplier declaration of origin/certificates of origin in relation to the Goods sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt, and (b) any applicable export licensing regulation, including

General Conditions of Purchase

Version: December 1, 2025

those of the European Union, the United States, Korea, China or Japan. In particular, the declaration should explicitly mention whether the Goods, or parts thereof, have been produced in the United States or originate in the United States. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.

16.2. For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential certificate of origin/invoice declaration) to confirm the preferential status of origin.

16.3. Supplier shall mark all Goods (or the Goods' container if there is no room on the Goods itself) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow NOVALED to be the importer of record. If NOVALED is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon NOVALED request, provide NOVALED with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to NOVALED.

16.4. Section 16.3 above shall apply mutatis mutandis with respect to Supplier's failure to comply with the provisions in this Section 16.

17. Limitation of Liability

17.1. Unless otherwise stipulated in these General Conditions of Purchase, NOVALED shall be liable for any breach of contractual and non-contractual obligations in accordance with the applicable statutory provisions.

17.2. NOVALED is liable for damages – based on whatever legal grounds – in the event of fault caused by wilful intent or gross negligence. Unless the applicable statutory regulations provide for a lower liability standard, NOVALED is only liable in the event of simple negligence

17.2.1. for damage based on injury to life, limb or health,

17.2.2. for damage based on the breach of material contractual obligations. Material contractual obligations are obligations, the fulfilment of which is essential for the proper performance of the Agreement and on compliance with which Supplier regularly relies and may rely. In this case, NOVALED's liability is, however, limited to the amount of damage typical for the Agreement and foreseeable at the time the Agreement was concluded.

17.3. If the liability of NOVALED is limited in accordance with Section 17.2., this also applies to the personal liability of executive bodies, legal representatives, employees, staff and agents.

18. Termination and Suspension

18.1. NOVALED may cancel or terminate the Agreement in whole or in part at any time on written notice to Supplier without the need to indicate the grounds for such termination.

18.1.1. No cancellation fees are due before Supplier started to carry out the delivery of the Goods or to provide the Services. However, Supplier may request compensation for any demonstrably necessary and verifiable costs incurred (via written evidence) by delivery of the Goods or Services taken on, rightly, in reliance to contract performance. In the event Supplier already started to carry out the delivery of the Goods or to provide the Services, Supplier may request a compensation for production and material costs demonstrably incurred by Supplier until receipt of NOVALED's cancellation or termination notice, less saved expenses.

18.1.2. Any claim for reimbursement of expenses or costs shall be submitted to NOVALED in writing (including supporting documents) within thirty (30) days from receipt

of NOVALED's cancellation or termination notice. Any such claim shall be forfeited thereafter.

18.2. Section 314 German Civil Code (BGB) remains unaffected. Without prejudice to any other right or remedy available to NOVALED under the Agreement or under statutory law, NOVALED shall be entitled at its discretion to suspend performance of its obligations in whole or in part by means of written notice to Supplier or to terminate or cancel the Agreement in whole or in part by means of written notice to Supplier in the event that: (a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors; (b) Supplier becomes the subject of a petition in insolvency, bankruptcy, liquidation, assignment for the benefit of creditors or similar proceeding or the opening of insolvency proceedings is rejected due to insufficient assets; (c) Supplier permanently ceases its business operations or is no longer able to maintain its normal business operations for more than four weeks, or threatens to do so in each case (d) fails to comply with the material obligations under the Agreement despite prior warning or notice setting a period of time to remedy the non-compliance, unless this period of time can be waived due to the circumstances of the individual case; or (e) Supplier fails to provide adequate assurance of performance following a corrective action request by NOVALED due to performance/quality complaints.

18.3. NOVALED shall not be liable to Supplier by virtue of such termination.

19 Confidentiality

19.1. During the term set out in Section 19.5, Supplier shall not disclose to third parties or otherwise make available to third parties confidential documents of NOVALED, samples, sketches, tools, business intentions, personal data, problems, solutions to problems and/or data and other know-how, irrespective of their content, as well as information obtained visually by inspecting systems/equipment and the content of the Agreement itself and other documents (collectively "Confidential Information of NOVALED") which have been provided to Supplier or have become known to Supplier on the occasion of the cooperation. Supplier shall not make such information available to third parties in any other way, disclose it, reproduce it or use it for his own business purposes without NOVALED's consent. Supplier shall also impose this obligation on its employees, insofar as they require confidential information for the performance of their duties.

19.2. Supplier shall also use technical information, intentions, experience, knowledge or designs which become accessible to it or are disclosed to it in confidence within the framework of the Agreement solely for the purposes of the Agreement and shall treat them confidentially during the term set out in section 19.5 below.

19.3. Supplier shall implement appropriate confidentiality measures and to take appropriate precautions to prevent unauthorised persons from gaining access to confidential information and shall not make them accessible to third parties.

19.4. This obligation of confidentiality does not apply to confidential information which: (a) was already known to Supplier outside the contractual relationship; (b) has been lawfully disclosed by third parties; (c) is or becomes publicly known without violation of a relevant confidentiality obligation; or (d) has been released by NOVALED.

19.5. The obligation of confidentiality ends five (5) years from receipt of Confidential Information of NOVALED.

19.6. Supplier is not entitled to use the name, trademark, logo or corporate design of NOVALED for advertising purposes.

19.7. A culpable breach of the aforementioned confidentiality obligations by Supplier shall constitute a breach of a material contractual obligation and shall entitle NOVALED to demand from Supplier a contractual penalty

at the discretion of NOVALED that is reasonable in relation to the culpable breach of obligation. Supplier shall be entitled to have the amount of the contractual penalty reviewed by the court competent under the Agreement. The competent court shall be entitled to reduce or increase the penalty if it concludes that the penalty is unreasonable. The defence of continuation of the infringement is excluded for intended breach. The assertion of further claims for damages against future breaches shall remain unaffected.

19.8. Supplier is aware of the civil and criminal legal consequences of any intentional breach of the above confidentiality obligation. NOVALED therefore expressly reserves the right to take criminal action in the event of an intended breach of the confidentiality obligation under this Section.

20. Insurance

Supplier will maintain comprehensive or commercial general liability insurance (including without limitation products liability, property damage and personal injury liability) with, unless otherwise agreed, a minimum limit of five (5) million Euro for claims of bodily injury, including death, and any other damages that may arise from use of the Goods and/or Services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform NOVALED of any cancellation, rescission or reduction in coverage with a minimum of thirty (30) days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to NOVALED upon NOVALED's request.

21. Miscellaneous; Form requirements

21.1. The rights and remedies reserved to NOVALED are cumulative and are in addition to any other or future rights and remedies available to NOVALED under the Agreement or under statutory law.

21.2. In case Supplier decides to discontinue its Goods and/or Services, Supplier shall inform NOVALED with written notice of all Goods and/or Services that will be discontinued twelve (12) months prior to the last Purchase Order date, including at least NOVALED material or part numbers, substitutions and delivery dates.

21.3. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty (Section 9), Intellectual Property (Section 12 and 13), Confidentiality (Section 19), shall survive.

21.4. Neither the failure nor the delay of NOVALED to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of NOVALED to enforce each and every provision of the Agreement.

21.5. Any amendments and additions to the Agreement must be made in writing to be legally effective. This also applies to a waiver of the written form. In order to comply with the written form requirement, either a handwritten signature, a scanned signature or at least a simple electronic signature using a trust service (e.g. DocuSign, Acrobat Sign) within the meaning of Art. 3 No. 10 of the Regulation (EU) No 910/2014 ("eIDAS Regulation") is required, to the extent permitted by applicable law. The (electronic) exchange of the respective contractual declarations (e.g. by mail, by e-mail) is sufficient.

21.6. Legally relevant declarations and notifications by Supplier relating to the Agreement (e.g. setting of periods, reminders, withdrawal) must be made in writing (written form). Written form within the meaning of Section 22.6 includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of the declarant, shall remain unaffected.

22. Choice of law and Arbitration Agreement

22.1. All Agreements between the Contracting Parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

22.2. Any dispute, controversy or claim arising out of or in connection with the Agreement, or their breach, termination or invalidity shall be finally settled solely under the Deutsches Institut für Schiedgerichtsbarkeit (DIS). The Parties agree that: (i) the arbitration proceedings shall be conducted under the arbitration rules of the DIS; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in Dresden, Germany, or, at the option of NOVALED, at the principal place of business of Supplier's entity having received the order; (iv) the language to be used in the arbitration proceedings shall be German, whereby documents may be submitted in English language; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Section 22.1. If one of the Parties seeks injunctive relief, it may also seek protection as follows: (a) for cases within the European Union, the district court of Frankfurt a.M. shall be the competent court; (b) for cases outside the European Union the ordinary court is the one competent for the respondent/defendant.

23. Severability Clause

If any provision of these General Conditions of Purchase is or become fully or partially void or invalid, the remaining provisions shall not be affected thereby. This also applies if an unintended omission is found in the contract. A fully or partially void or invalid provision shall be replaced or an unintended omission in the General Conditions of Purchase shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the Parties or to what they would have intended according to the meaning and purpose of these General Conditions of Purchase had they been aware of the ineffectiveness or omission of the provision in question.