

General Terms and Conditions of Sale and Delivery of Selectchemie GmbH, Hamburg, Germany (“Selectchemie”) for Buyers based outside of Germany

1. General

Selectchemie sells goods and/or services to the other party (“**Buyer**”). The Buyer acknowledges that these **General Terms and Conditions of Sale and Delivery of Selectchemie (“GTCSS”)**, as amended from time to time, shall apply to, and shall be part of all present and future contracts of the Buyer with Selectchemie as seller of goods and/or services (“**Contract**”). The Buyer agrees that deviations from the GTCSS, in particular purchasing terms or other general terms and conditions of the Buyer, are not valid and do not become part of the Contract with Selectchemie without the explicit written confirmation by Selectchemie, even if Selectchemie does not explicitly oppose them. In the event of a conflict between provisions agreed individually in writing in, for example, the order confirmation, on the one hand and the present GTCSS on the other hand, the individually agreed provisions shall prevail.

2. Contract

Unless so confirmed in writing, sales offers submitted by Selectchemie are not binding. Price information as well as technical specifications, in particular as found in price lists, brochures, on the internet etc., are not binding for Selectchemie, provided nothing to the contrary has been agreed upon in writing. Only if confirmed by Selectchemie in writing, a purchase order of the Buyer is deemed accepted, and thus the Contract between the Buyer and Selectchemie is concluded. If the Buyer requests short term delivery without prior written confirmation by Selectchemie and Selectchemie agrees therewith, the Buyer agrees that the invoice, including the GTCSS, shall form the Contract. Deviations from the purchase order in the order confirmation or the invoice of Selectchemie shall become part of the Contract unless disputed by the Buyer in writing within five business days of receipt of the deviating order confirmation or the invoice. Should the Buyer request certain additional services from Selectchemie (e.g. the completion of questionnaires, surveys etc.), and should Selectchemie, in its unrestricted discretion, agree to provide such services, Selectchemie is entitled to invoice the time spent for such requested services and such services become part of the Contract.

3. Prices

Absent written agreements to the contrary, all prices indicated by Selectchemie are understood to be net prices in Swiss francs, with no deductions of any kind. Buyer agrees that small-lot and short-term charges, customs as well as shipping, packing and insurance costs and costs of implementing special Buyer requirements shall be at the Buyer's expense and are invoiced separately. The Buyer shall likewise be exclusively liable for taxes, including value added tax. In the event of unforeseeable circumstances between the conclusion of the Contract and delivery, in particular currency fluctuations and supplier prices, Buyer agrees that Selectchemie shall be entitled to adjust the prices accordingly.

4. Terms of Payment / No set-off

Absent other agreements in writing, payment shall be made by Buyer within 30 days from the date of the invoice (agreed due date). Buyer agrees that, after expiration of the payment period, the Buyer is in de fault without additional reminder and interest at the rate of 5% p.a. is due. The Buyer is not entitled and waives any rights to set-off claims of Selectchemie against alleged or proven counterclaims of the Buyer. Selectchemie is entitled at its discretion to demand advance payments from the Buyer. As long as such advance payments are not received by Selectchemie, Selectchemie's obligations are suspended.

5. Delivery

The date of delivery specified in the order confirmation or invoice shall apply. Such dates of delivery are not to be deemed fixed deadlines unless so confirmed in writing by Selectchemie. The delivery date shall be extended if (i) Selectchemie does not timely receive the specifications required for the performance of the Contract or if the Buyer subsequently alters the specifications and thereby causes a delay in delivery; or if (ii) hindrances arise, e.g. delay of Selectchemie suppliers, delay in transit etc.) which Selectchemie cannot overcome despite application of due care, regardless of whether such hindrances arise at Selectchemie, at the Buyer or at a third party. In the event of late delivery, the Buyer shall have no right to indemnity, compensation for damages or additional performance. The Buyer agrees that, in case of delivery delays, the Buyer shall not have the right to

withdraw from or rescind the Contract. If Selectchemie is unable to deliver on time, or at all, due to events occurring at Selectchemie or its suppliers beyond its control, Selectchemie shall have the right to withdraw from the Contract in whole or part. In particular, Selectchemie reserves the right to effect partial deliveries. For as long as the Buyer is in delay with a payment or its solvency is at risk, Selectchemie is entitled to hold back further deliveries. Selectchemie may withdraw from or rescind the Contract if performance thereof is not ensured to Selectchemie's discretion within a reasonable time. Any additional claims of Selectchemie shall remain unaffected thereby.

6. Transfer of Benefit and Risk

Unless agreed otherwise in writing, benefit and risk shall pass to the Buyer no later than in the moment of the delivery of the goods to the carrier in which case Selectchemie has discharged its obligations. If dispatch is delayed at the Buyer's request or for other reasons not imputable to Selectchemie, risk shall pass to the Buyer at the time originally specified for delivery. From this moment on, the shipments shall be stored and insured at the Buyer's exclusive expense and risk.

7. Reservation of Ownership/Title

(1) Until receipt by Selectchemie of the entire payment of all secured claims, the goods sold to the Buyer shall remain the exclusive property of Selectchemie. The goods as well as the goods covered by the reservation of title taking their place in accordance with the following provisions shall hereinafter be referred to as "**Retained Goods**".

(2) The Buyer shall store the Retained Goods free of charge for Selectchemie.

(3) The Buyer shall be entitled to process and sell the Retained Goods in the ordinary course of business until such time as the realization event occurs (subpara. 8). Pledges and transfers of ownership by way of security are not permitted.

(4) If the Retained Goods subject to reservation of title are processed by the Buyer, it is agreed that the processing shall be carried out in the name and on behalf of Selectchemie as manufacturer and that Selectchemie shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods subject to retention of title - co-ownership of the newly created item in the ratio of the value of the Retained Goods subject to reservation of title to the value of the newly created item.

In the event that no such acquisition of ownership should occur on the part of Selectchemie, the Buyer shall already now transfer its future ownership or – in the above ratio – co-ownership of the newly created item to Selectchemie as security. If the Retained Goods are combined or inseparably mixed with other items to form a uniform item and if one of the items is to be regarded as the main item, so that Selectchemie or the Buyer acquires sole ownership, the party to whom the main item belongs shall transfer to the other party pro rata co-ownership of the uniform item in the ratio specified in sentence 1 of this subparagraph.

(5) In the event of re-sale of the Retained Goods, the Buyer hereby assigns to Selectchemie the claim against the purchaser arising therefrom for security's reasons – in the event of co-ownership of Selectchemie the assignment takes place in proportion to the co-ownership share. The same shall apply to other claims which take the place of the Retained Goods or otherwise arise with regard to the Retained Goods, such as insurance claims or claims in tort in the event of loss or destruction. Selectchemie revocably authorizes the Buyer to collect the claims assigned to the Selectchemie in its own name. Selectchemie may revoke this collection authorization only in the event of liquidation.

(6) If third Parties gain access to the Retained Goods, in particular by way of seizure, the Buyer shall immediately notify them of Selectchemie's ownership and inform Selectchemie thereof in order to enable Selectchemie to enforce its ownership rights. If the third party is not in a position to reimburse Selectchemie for the judicial or extrajudicial costs incurred in this regard, the Buyer shall be liable to Selectchemie for such costs.

(7) Selectchemie shall release the Retained Goods subject to retention of title as well as the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than 50%. The choice of the items to be released thereafter shall lie with Selectchemie.

(8) If Selectchemie withdraws from the Contract in the event of a breach of Contract by the Buyer – in particular default of payment – ("**Realization Event**") Selectchemie shall be entitled to demand the return of the Retained Goods.

8. Packaging Material

Selectchemie does not take back packaging and transport material unless a legal duty to do so exists. The Buyer agrees to dispose of the packaging material at its own expense.

9. Place of Fulfillment

Place of fulfillment for goods and services shall be the place indicated by Selectchemie.

10. Inspections and Acceptance of Shipments

The Buyer shall inspect shipments within five business days of receipt and shall notify Selectchemie in writing and in reasonable detail of any defects within this term. After the elapse of this term and absent any such written defect notice the goods are considered accepted by Buyer.

11. Warranty

The warranty period shall commence upon arrival of the shipment at the place of fulfillment and shall, as a rule, last for 12 months, subject to an earlier lapsing due to the expiration date of a product (e.g. any kind of reagents etc.). The warranty given by Selectchemie is limited to the agreed materials, workmanship and appearance as specified in the certificate of analysis or in the order confirmation. No warranty is given for consumable materials. The Buyer's claim shall be limited to replacement or repair of the defective goods or reduction of the price, which is at the sole discretion of Selectchemie. Recession of the Contract and abatements are excluded. The warranty shall expire early if the Buyer or a third party improperly undertakes or attempts alterations or repairs or if the Buyer, in the event of a defect, does not immediately give Selectchemie the opportunity to remedy the defect. Selectchemie shall not be liable for defects arising from inaccurate or imprecise information provided by the Buyer. Selectchemie shall further not be liable for defects arising in consequence of natural wear and tear, improper maintenance, improper use, excessive load or other causes not imputable to Selectchemie. Any additional liability of Selectchemie is excluded to the maximum extent permissible by law, in particular for indirect and consequential losses such as lost profits, unrealized savings or third party claims and, in particular, also for losses caused by officers, employees or auxiliary persons utilized by Selectchemie. In the event that a product liability claim is lodged against Selectchemie by a third party in respect of a defect not imputable to Selectchemie, the Buyer shall hold Selectchemie harmless for all costs incurred thereby.

12. Liability

Selectchemie shall only be liable in case of intention and gross negligence. Any liability of Selectchemie for negligence, for acts of auxiliary persons as well as indirect and consequential

losses are excluded to the maximum extent permissible by law.

13. Confidentiality and Data Protection

Definition: The Parties are obliged to treat as confidential all information of a technical and commercial nature, as well as their intentions, experience, knowledge, designs and documents, which they receive from the other Party – whether directly or indirectly – in connection with this Agreement (“**Confidential Information**”) and to use such information exclusively for the purposes of this Agreement. All Confidential Information shall at the same time also be considered a trade secret within the meaning of the German Trade Secret Act of April 19, 2019. The obligation of confidentiality shall in particular include neither passing on the information to third parties nor making it available to third parties.

No secrecy: The secrecy obligations of this Section 13 do not apply to information that (a) are already known to the public at the time of their disclosure or become known thereafter without either Party being responsible for their being known or becoming known; (b) were already known to the receiving Party at the time of disclosure by the providing Party without breach of confidentiality; or (c) the receiving Party is subsequently notified or otherwise made known to the receiving Party by a third party, without such notification or disclosure by the third party being in breach of any provision of law, this Agreement or any other agreement entered into between the Parties or between a Party and the third party.

Duration: This obligation of confidentiality shall continue to apply until two years after the termination of this Agreement or its full implementation.

Non-Disclosure Agreement: If the Parties have entered into a non-disclosure agreement or any other confidentiality agreement (“**Non-Disclosure Agreement**”), the provisions of the Non-Disclosure Agreement shall take precedence over the confidentiality provisions of these GTC, provided that they provide more extensive protection for the confidential information of a Party. In addition, the Parties shall observe all requirements for the protection of intellectual property and the respective applicable data protection law.

14. Force Majeure

Interruptions of operations of the Parties or of third parties, delays in delivery, failures of Selectchemie suppliers to deliver, lack of raw material or energy, interruptions in traffic as well as war, riots, strikes, lockouts, official orders and

other cases of force majeure, epidemics, pandemics, embargos, natural disasters (“**Force Majeure Event**”) shall release the affected party from its obligations, in particular, the obligation to deliver or accept, as long as the interruption lasts and to the extent that it affects the party as far as the Force Majeure Event was not foreseeable at the conclusion of the Contract. The contractual duties shall only be suspended as long as the interruption lasts and to the extent that it affects the party, provided that the latter immediately informs the other party thereof in writing. . If the delivery or its acceptance is thereby delayed by more than one month, the Parties shall agree on how to proceed. If no agreement is reached, then at the earliest after another month, the Parties may resort to the competent court pursuant to Art. 16, below, which shall then decide.

15. Import and Operating Permits and Restrictions

The Buyer shall obtain import or operating permits, if applicable, at its own expense and risk, provided nothing to the contrary has been explicitly agreed upon in writing. The Buyer shall be liable for import restrictions and similar official regulations in particular complying with the restrictions applicable in Switzerland, Germany and the European Union.

16. Applicable Law, Arbitration, Debt Collection Proceedings

Swiss law shall be applicable to any sale made by Selectchemie, to the exclusion of the Convention of the United Nations on Contracts regarding International Sales of Goods dated April 11th, 1980 (“Vienna Sales Law”). Any dispute, controversy, or claim arising out of, or in relation to, this contract, including regarding the validity, invalidity, breach or termination thereof, shall be resolved by **arbitration** in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one; The seat of the arbitration shall be in Zurich, Switzerland; The arbitral proceedings shall be conducted in German. Within 15 days from receipt of the Notice of Arbitration, the Respondent shall submit to the Secretariat an Answer to the Notice of Arbitration together, in principle, with any counterclaim or set-off defence. The time limit with respect to the designation of an arbitrator shall be 15 days. If the circumstances so justify, the Court may extend or shorten the above time limits. The Expedited Procedure shall apply and the dispute shall

be decided on the basis of documentary evidence only. Notwithstanding the above, the parties may agree at any time to submit the dispute to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers’ Arbitration Institution.

Notwithstanding the above, in the case of claims for payment of the purchase price, Selectchemie is also entitled to call the ordinary courts. In such case, **exclusive place of jurisdiction is the city of Zurich, Switzerland**. Selectchemie reserves the right, to the extent permitted by law, to initiate debt collection or other proceedings against the Buyer in any other place provided by the applicable law.

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