

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF SPECTROPLAST AG

1. APPLICABILITY AND GENERAL TERMS

1.1. Applicability of the general terms and conditions of sale and delivery

These "General Terms and Conditions of Sale and Delivery" ("**GTCs**") apply to all legal relationships (offers, contract negotiations, contracts) between **Spectroplast AG** (hereinafter "**Spectroplast**") and its business clients ("**Customers**") concerning the sale and delivery of products or works ("**Delivery Items**") by Spectroplast to the Customer.

These GTCs constitute an integral part of the existing legal relationships between Spectroplast and the Customer, and, particularly, contracts, unless expressly agreed otherwise. Any stipulations that depart from these GTCs shall only be legally binding if expressly offered or expressly accepted by Spectroplast in writing.

By placing an order to Spectroplast, the Customer confirms and accepts that the sale and delivery of the Delivery Items shall be governed by these GTCs. Spectroplast reserves the right to amend these GTCs at any time. Any amendments shall take effect as soon as the Customer is notified thereof in respect of all legal relations established thereafter between Spectroplast and the Customer.

Unless expressly approved in writing by Spectroplast, any general terms and conditions or other contractual documents of the Customer are expressly declared inapplicable and excluded, even if incorporated into an order or "order confirmation" of the Customer or otherwise made known to Spectroplast.

1.2. Offers and formation of the contract

Spectroplast's price lists, product descriptions, brochures, plans and so on are not legally binding and may be amended or revoked at any time, unless explicitly specified otherwise in the relevant document.

In the case of non-binding offers by Spectroplast, no contract shall be deemed to have been formed with Spectroplast until the date of confirmation by Spectroplast. The confirmation may take place in form of a written order confirmation (declaration of acceptance), the signing of a written contract or by execution of the order by Spectroplast. Orders and "declarations of acceptance" by the Customer shall be considered a mere offer to enter into a contract.

The order confirmations of Spectroplast contain a detailed description of the Delivery Items. Any change requests or disagreements shall be communicated in writing by Spectroplast within two days after receipt of the order confirmation. If no order confirmation is issued, then the description should be derived from the offer of Spectroplast and/or from the written contract signed by Spectroplast.

Once the relevant contract has been formed, orders cannot be changed by the Customer without the consent of Spectroplast. All costs related to changes of orders shall be charged to the Customer.

1.3. Form

Unless expressly agreed otherwise in these GTCs or in the contract between Spectroplast and the Customer, declarations in text form that are transferred or recorded on electrical media (e-mails, SMS, etc.) are considered to be written declarations of a Party. The evidence that such a declaration has been received and retrieved by the addressee is in the sender's responsibility. Such declarations are considered as received at the time of their retrieval by the addressee.

1.4. Description of Delivery Items, brochures, plans and the like

All descriptions, pictures and drawings of Delivery Items and information provided in brochures, plans and the like are subject to technical modification and improvement (data dimensions, weights, etc.). In principle, such information is not deemed to reflect the contractually binding properties of Delivery Items unless expressly indicated as such.

2. DELIVERY ITEMS

2.1. Order, subject and scope

Subject and scope of the Delivery Items is indicated in the order confirmation from Spectroplast. Incidentally, clause 1.2. section 3 of these GTCs is applicable.

2.2. Packaging, provision or delivery and of Delivery Items

The provision or the delivery of the Delivery Items ("**Delivery**") will be performed in accordance with the packaging units stated in the offer or in the price lists. Special packing will be charged to the Customer additionally.

Unless otherwise agreed, Spectroplast shall provide the Delivery Items at its business address for collection by the Customer, and the Customer shall be responsible for the collection, loading and mailing of the Delivery Items under the application of the clause "Ex Works" (EXW), as defined by Incoterms 2020.

If a Delivery of the Delivery Items by Spectroplast to a place of destination (the "**Place of Destination**") has been agreed upon, the costs for Delivery will be invoiced to the Customer separately. The Customer shall be solely responsible for any insurance of the Delivery Items. Further, the Customer shall solely be responsible for any customs or other fees and shall hold Spectroplast fully harmless in case any action or pre-payment by Spectroplast is required. Benefit and risk of the Delivery Items shall in any case be transferred to the Customer by the provision of the Delivery Items by Spectroplast at its business address for collection.

When placing an order, the Customer shall inform Spectroplast of any special Delivery and insurance requirements. Any extra charges arising from subsequent requests and/or changes shall be assumed entirely by the Customer.

If the Delivery is delayed or precluded on grounds beyond the reasonable control of Spectroplast, such as refusal to accept the Delivery Items, no or delayed pick-up of Delivery Items by the carrier in case of export, postponement of deadlines, etc., the Delivery Items shall be stored at the Customer's risk and expense (0.4% of the value of the goods per week after a waiting period of 30 days).

For Deliveries being deposited at the Place of Destination at the agreed delivery time but in absence of the Customer, Spectroplast assumes no liability for damages or loss of the Delivery Items. The Customers accept the Delivery Items as received without signing of the delivery notes and/or shipping documents.

2.3. Warranty

Spectroplast inspects the Delivery Items in accordance with standard practice before dispatch. Any additional tests will be performed only by special agreement for an extra charge payable by the Customer.

Spectroplast warrants that the Delivery Items, at the time of dispatch, will be free of any substantial defects in materials and workmanship that might impair proper use of the Delivery Items. Any further warranties for defects and any warranty of title are expressly disclaimed unless explicitly agreed otherwise in the order confirmation and/or contract.

Spectroplast disclaims warranty on Delivery Items that were highlighted not to have a single shell in the Printability Analysis.

For Delivery Items that contain thin walls as outlined in the Design Guidelines and highlighted in the Printability Analysis alters the warranty with respect to Wall Thickness Analysis as;

- a) **Orange:** No warranty on defects in the highlighted areas.
- b) **Red:** No warranty on defects on the entirety of the Delivery Items

The Shore hardness of the Delivery Items may vary by +/- 10 Shore A from the specified value.

The Customer shall promptly inspect the Delivery Items upon their arrival at the agreed Place of Destination and give Spectroplast written notice of any objections by registered mail or e-mail within 5 business days thereafter (according to the postmarked date of the letter or date of sending of the e-mail). Spectroplast shall be notified of later detected hidden defects immediately but not later than 5 business days after detection. In case of failure of giving notice or in case the Delivery Items are used or processed without inspection the Delivery Items are deemed to be accepted by the Customer.

In case objected Delivery Items are processed by the Customer or a Third Party without prior written consent of Spectroplast, the warranty ceases.

After the notification of defects by the Customer, Spectroplast may up to its own discretion either inspect the objected Delivery Items on-the-spot, via remote access or request that the Delivery Items are returned to Spectroplast for inspection purpose.

Spectroplast shall examine the warranty claim and inform the Customer whether or not the claim invoked falls under the warranty. The Customer shall keep the objected Delivery Items until the clearing of the notification of defect.

In case a warranty claim exists, Spectroplast will up to its own discretion either correct the detected defect free of charge or replace the Delivery Item or parts thereof. The right of the Customer to withdraw from the contract, to claim reduction of the purchase price or to carry out any measures itself on behalf of Spectroplast is explicitly excluded.

Spectroplast gives no warranty in case the Customer or a Third Party mishandles the Delivery Items in question or performs alterations or repairs thereon without the prior written consent of Spectroplast.

Unless explicitly agreed otherwise, the following warranty periods shall apply for the following Delivery Items: (i) for printed 3D products from the On-Demand printing service (*Lohndruck*) 30 days, and (ii) for machines and other hardware (e.g. 3D printers) 12 months after Delivery. For Delivery Items repaired or replaced by Spectroplast, the warranty period following the Delivery of the originally provided Delivery Items is applicable.

Any contributions made by Spectroplast to troubleshooting or repair of defects shall be entirely without prejudice to the existence and scope of the warranty.

2.4. Liability and restrictions on liability

Liability shall be governed by the applicable statutory provisions. Notwithstanding the foregoing, Spectroplast shall not be held liable in any case for: (i) ordinary negligence, (ii) indirect and consequential damages and lost profit, (iii) unrealized savings, (iv) loss or damage resulting from delayed delivery of Delivery Items as well as (v) all acts and omissions of the vicarious agents of Spectroplast, whether contractual or non-contractual.

Spectroplast is neither obligated nor able to examine the Delivery Items on their functionality, suitability for the intended purpose or use nor conformity with applicable law or regulations. The Customer is solely responsible for such examination. Spectroplast shall not be liable for any damages of whatever kind caused by or related to such examination or omitted examination.

Spectroplast is further not liable for damages which may occur out of the following reasons:

- incorrect transportation and/or storage;
- use or storage of the Delivery Items in breach of contract or in an improper or illegal manner or utilization of the Delivery Items otherwise than for their intended purpose
- use of incompatible spare parts or accessories;
- omission of servicing and/or improper repair or modification of the Delivered Items by the Customer or by a third party;
- Force majeure events (see item 7); and
- Breach of obligations by the Customer according to clause 5 of these GTCs.

The Delivery Items, in particular the printed 3D products from the On Demand printing service (*Lohnservice*) may not be used in direct contact with humans or animals, nor in direct contact with human or

animal nutrition, unless previously approved in writing by Spectroplast.

2.5. Third-party products

In case of Delivery Items produced or delivered by third parties, Spectroplast does only have the role of procurement for the Customer. Possible claims such as manufacturing guarantee of the third party shall be addressed directly to the third party. For this purpose, Spectroplast assigns to the Customer all potential claim warranty rights upon request of the Customer. Any warranty or liability of Spectroplast for third-party products is excluded.

2.6. Returns

In principle, Delivery Items may not be returned and refunded. In exceptional cases, Delivery Items may be returned to Spectroplast for a refund if and only if they are standard, normal parts, machines or hardware according to the catalogue, in their original packaging, complete, undamaged, dry and clean.

In such cases, the amount refunded to the Customer by Spectroplast shall equal the invoiced price of the Delivery Items less 25% and less any costs of transportation, handling, cleaning and disposal, where applicable.

In cases when printability issues such as Thin Walls have been communicated to the Customer either by Spectroplast or manually and/or automatically (automatic means the Thin Wall Analysis coloring the parts automatically for the customer in the 3D Viewer available to the customer in the purchasing process) through the Shopping Platform (<https://shop.spectroplast.com>) or if the Customer has placed an order that is not within the Design Guidelines, the refund will be partial or null at the event of cancellation, partial delivery or failed to manufacture. Some of these cases are but are not limited to;

- a) Wall Thickness Analysis – Orange: The refund amount will be limited to <75% of the original item price, excluding handling and transportation costs.
- b) Wall Thickness Analysis – Red: No refund will be given after the order is placed.

3. PRICES, INVOICING AND PAYMENT

The prices stated in the respective offers, price lists, etc. at the time of the placement of the order shall be applicable.

All prices and fees for Deliveries within Switzerland are quoted net, in CHF, plus any applicable value-added tax. Unless stipulated otherwise in the relevant offers, price lists, etc., the prices of Delivery Items are quoted EXW ("Ex Works") as defined by Incoterms 2020 . In addition, the Customer must bear all costs of transport, insurance and packaging, as well as taxes, custom duties, fees and other charges related to the Delivery to outside of Switzerland.

Invoices of Spectroplast shall be paid within 30 days of the invoice date. The set-off of counterclaims is not admissible. Any unjustified discounts deducted will be invoiced.

Any deduction explicitly stated in the invoice is only admissible in case the invoice is paid at due date. The term of payment is deemed to have been observed if the amount is credited on the bank account of Spectroplast. Unfounded deductions shall be invoiced by Spectroplast.

Due date is at the same time expiry date. In case invoices are not paid within the term of payment of 30 days, 6% default interest per annum as well as any processing charges shall be due without serving notice of default. Spectroplast explicitly reserves the right to claim any further damage caused by delay, to withdraw from the contract and to request the return of the Delivery Items as well as to claim any further compensation for damages. Spectroplast shall be

entitled to have the debt collected by a third party at the expense of the Customer.

Spectroplast harmless from and against any loss or

Any complaints regarding invoices shall be addressed in written form to Spectroplast within 14 days after receipt of the invoice, otherwise invoices are deemed to be accepted by the Customer. Payments shall be made in due time also in case unsubstantial parts of the Delivery Item, which do not make the use of the Delivery Items impossible, are missing or in case rework is needed.

4. DELIVERY TIMES AND DEADLINES

Spectroplast uses its best endeavours to comply with agreed delivery times. Notwithstanding the foregoing, such delivery times are non-binding and Spectroplast cannot guarantee compliance with delivery times and deadlines. In particular in case of subsequent change requests on the Delivery Item by the Customer or in cases of force majeure, delivery times may vary, and Spectroplast shall not be liable for damages created by such variations.

5. FURTHER OBLIGATIONS OF THE CUSTOMER

5.1. Following of instructions

The Customer has a duty to follow all instructions and installation- or processing directions given by Spectroplast or stated on packaging or in brochures and technical manuals regarding the Delivery Items. Such brochures and technical manuals as are not included in the Delivery may be obtained from Spectroplast.

5.2. Confidentiality and non-solicitation

The Customer shall undertake all necessary measures to keep any and all confidential information disclosed to the Customer by Spectroplast in connection with the Delivery Items strictly secret for an unlimited period.

For the present purposes, confidential information means all information that is not generally known and that Spectroplast has a legitimate interest in keeping secret.

The Customer shall refrain any attempt to solicit any Spectroplast employees to leave their employment in order to work for the Customer or for any other enterprise.

5.3. Trade Restrictions

The Customer hereby acknowledges that laws and regulations, particularly those of Switzerland, the European Union and the United States of America, may prohibit transactions with certain prohibited destinations, countries, governments or bodies or impose related restrictive measures ("**Trade Restrictions**"). The Customer warrants that it will not deliver, transfer, resell or permit the transfer by any means of Delivery Items, whether directly or indirectly, to any place, person or body, in such a way as to result in Spectroplast violating Trade Restrictions in the country of production or delivery, in Switzerland, the European Union, the United States of America or other applicable Trade Restrictions.

The Customer undertakes to fully indemnify and hold Spectroplast AG · Rütistrasse 16 · 8952 Schlieren · Switzerland +41 44 576 48 70 · info@spectroplast.com · www.spectroplast.com

damage that may be caused to Spectroplast arising out of or as a consequence of the Customer's violation of Trade Restrictions, including procedural costs, fines, monetary penalties, lawyers' fees, etc.

6. DATA PROTECTION

In the contractual relationship and during preparation of the contract, Spectroplast processes certain personal data and/or personal information ("**Personal Information**") of its Customers. The Personal Information shall be processed by Spectroplast in harmony with the relevant provisions and requirements applicable to the processing of such Personal Information (e.g., depending on applicability, the Swiss Federal Act on Data Protection, the EU General Data Protection Regulation (GDPR), specific national data protection legislation in EU/EEA Member States, etc.). All relevant information concerning the Customers' Personal Information processed by Spectroplast in the contractual relationship and during contract preparation is stated in the document "Privacy Policy for the General Terms and Conditions of Sale and Delivery of Spectroplast" ("**Privacy Policy**"), which is available on the website of Spectroplast and may also be delivered to the Customer on request.

The Privacy Policy is subject to unilateral modification by Spectroplast from time to time. The Customer shall be informed of any such modifications in a suitable manner.

The Customer hereby certifies having read and understood the Privacy Policy (in the applicable version) and informed the data subjects in advance of Spectroplast's processing of the Personal Information in accordance with the Privacy Policy, including the data subjects' rights.

The Customer is responsible for ensuring that it processes its Personal Information in accordance with applicable provisions (including its right to transfer said Personal Information to Spectroplast for processing in accordance with the Privacy Policy).

In case of receiving Personal Information from Spectroplast, the Customer may process such information for the sole purposes of contractual performance and contract preparation for the Customer's own purposes, to the exclusion of any other purposes. Moreover, such processing shall be performed exclusively in Switzerland.

7. FORCE MAJEURE

So long as a force majeure event prevents or impairs Spectroplast from fulfilling one or more of its contractual obligations, Spectroplast shall be released from fulfilling its contractual obligations and any other liability for damages for the duration of the impediment. In particular, the time limits shall be extended by the duration of the impediment.

For the present purposes, "Force majeure" means the occurrence of an event or circumstance that is beyond the reasonable control of Spectroplast and was unforeseeable at the time of entering into the contract, such as war or war-like actions, acts or terrorism, sabotage, natural disasters, epidemics, pandemics,

explosions, fires, strikes, power outages, embargoes, sanctions, or new laws or governmental orders.

Spectroplast shall inform the Customer immediately of any such impediment and take all reasonable steps to mitigate the adverse effects thereof. If the claimed impediment to contractual performance lasts longer than 3 months after the notification by Spectroplast, then either Party may withdraw from the contract with immediate effect if such Party gives notice thereof immediately after expiration of the 3-month time limit.

8. FURTHER PROVISIONS

8.1. Appointment of third parties

Spectroplast is entitled to appoint third parties in order to fulfill its contractual obligations. Spectroplast shall vouch for such supplies and/or services procured by third parties just as for his own.

8.2. Intellectual property and retention of title

Spectroplast and possible licensors remain holder of all rights to the Delivery Items, descriptions, brochures, plans, documents and media, including but not limited to patent rights, copyrights, trademarks and other intellectual property rights. The Customer acknowledges these rights of Spectroplast and/or the licensors.

Spectroplast hereby certifies, to the best of its knowledge and belief, that the descriptions of the Delivery Items, as well as the brochures, plans, documents and data carriers given to the Customer do not infringe any third-party rights but is unable to give any warranty or guarantee in that respect.

The Delivery Items shall remain the property of Spectroplast until the Customer has properly fulfilled payment obligations and Spectroplast has received full payment as set forth in the contract. The Customer shall assist in all necessary measures to protect the property of Spectroplast. Spectroplast is entitled at any time to register the retention title its right of title in the competent retention of title register; and the Customer undertakes to without any delay perform any activities of cooperation required in this respect.

8.3. Severability

If any part or provision of these GTCs be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of these Terms and Conditions shall nonetheless remain valid. The Parties undertake to replace any such invalid provision with a valid provision that most closely approximates the economic purpose of the [original] invalid provision.

8.4. Applicable law and jurisdiction

All legal relationships between the Customer and Spectroplast shall be governed by Swiss substantive law, to the exclusion of the Vienna Convention on the International Sale of Goods.

The exclusive place of jurisdiction shall be Schlieren, Switzerland. Notwithstanding the foregoing, Spectroplast also reserves the right to bring the matter before the competent court at the registered office or

domicile of the Customer. An additional place of debt enforcement is established in Schlieren, Switzerland (a special domicile within the meaning of DEBA Art. 50(2)) for Customers of Spectroplast having a foreign registered office or domicile.

Schlieren, 06. April 2023