

GENERAL TERMS AND CONDITIONS FOR DELIVERY AND INSTALLATION

If preferred, the English version of this document may be requested; otherwise the present version is accepted as applicable.

1. General Provisions

1.1. The following terms and conditions shall be subject to any and all offers and transactions between Zeta Biopharma GmbH (hereinafter referred to as the "Seller") and its (potential) customers (hereinafter referred to as "the Customer(s)"). They shall be made available to the Customer once the offer has been made and shall apply regardless of any other terms and conditions or ancillary agreements.

1.2. Differing terms and conditions of the Customer shall only become part of the agreement if they are explicitly accepted by the Seller in writing.

2. Offer and Delivery Agreement

2.1. Offers of the Seller shall exclusively be made in written form.

They shall always be subject to change without notice. Documents and drawings established at the Customer's request shall be invoiced to the Customer, unless they are explicitly included in the price.

2.2. Technical data and plans, weights, dimensions, consumption data, performance data and, in general, all data laid down in the documents of the Seller shall be approximate values and shall thus not be binding. The Seller shall be entitled to make changes and modifications to the subject matter of delivery at any time. Any document handed over by the Customer in any quality and form whatsoever shall be purely informative and shall not become the subject matter of this agreement, unless it is explicitly accepted by the Seller in writing as being part of the agreement; the Seller shall not have any obligation to issue warnings or other obligations in this context either.

2.3. The Customer explicitly undertakes to use the information made available to them on the part of the Seller only for the designated use of the subject matter of delivery and with due regard for the interests of the Seller. Without the prior approval of the Seller, any and all documents may not be used for other purposes in any form whatsoever. This shall also apply to the disclosure to or use of such information by third parties. Any and all documents and information handed over by the Seller must be returned to the Seller without delay in the case that the order is not placed with the Seller; copies in any form whatsoever may not be retained either.

2.4. The delivery agreement shall be entered into upon receipt of the Seller's written order confirmation. Ancillary agreements to the delivery agreement shall require written form in order to become effective. Any modification of the delivery agreement, taking into account the impact on the delivery time and costs, shall exclusively be made by means of a written confirmation of the Seller after a written amended order has been issued on the part of the Customer.

3. Scope of Services

3.1. The scope of services shall exclusively include the objects and services explicitly agreed upon in the delivery agreement.

3.2. Unless otherwise agreed upon, the following shall in any case be excluded from the scope of delivery: foundations, cable ducts, all kinds of pipelines for supply and waste disposal of all media, connection cables outside the system, power supply, unspecified devices and system components, the laying of pipes as well as of channel and pit coverings and the connections to existing systems or third-party systems.

3.3. It shall be the sole responsibility of the Customer to make available any information necessary for the Seller to provide their services, e.g. in the form of specifications, plans, calculations or technical descriptions; such documents may not change the scope of services.

3.4. The Customer shall ensure that they are granted any and all official approvals under public law and must bear the costs arising in this respect. Moreover, the customer shall comply with any and all requirements, regulations and conditions under public law at their own discretion. The Seller shall be under no obligation to issue warnings or co-operate in any form whatsoever.

3.5. The Seller shall be entitled to use the services of pre-suppliers and sub-contractors in order to provide their own services. In this case, the Seller shall only be liable for *culpa in eligendo* (fault in selecting such parties).

4. Price and Payment

4.1. Unless otherwise agreed upon, the prices shall apply ex works, uninsured, including loading at the factory, excluding, however, packaging, wastewater treatment plant costs as well as any other expenses, charges and value added tax. The prices stated in the Seller's offer, in the Customer's order or in the Seller's order confirmation shall not include services and obligations that have not been explicitly mentioned in such documents.

4.2. The Seller shall explicitly reserve the right to make a price adjustment:

in the case that an order deviates from the global offer;
in the case that the Customer places an amended order;
in the case of goods or services, the price of which depends on any development that goes beyond the Seller's control;
in the case of any amendment to legal or other requirements regarding the provision of services by the Seller.

4.3. In the absence of any specific agreement, payment shall be made in cash or via confirmed bank transfer, without any deduction and free of all charges to the Seller. In the case of orders without installation part, the following shall apply:

(a) 30% advance payment seven days after receipt of the order confirmation; (b) 60% seven days after notification of the readiness for dispatch of the objects stipulated in the delivery agreement; and (c) 10% within one month after submission of the final invoice. In the case of orders with installation part: (a) 30% advance payment seven days after receipt of the order confirmation; (b) 40% seven days after notification of the readiness for dispatch of the objects stipulated in the delivery agreement; (c) 20% seven days after notification of the readiness for acceptance of the fully assembled system; and (d) 10% within one month after submission of the final invoice.

4.4. Any possible acceptance of cheques or bills of exchange shall in all cases only be granted by way of payment. Any and all interest and expenses associated with this shall be borne by the Customer. Bills of exchange shall only be accepted after prior special agreement and subject to the possibility of discounting.

4.5. Discounts shall not be agreed upon.

4.6. The Customer shall not be entitled to withhold payments or to set off such payments with receivables of the Seller – irrespective of any claim of whatsoever nature.

4.7. In the event that the periods of payment are exceeded, the Seller shall be entitled, starting on the first day of such delay in payment, to assert default interest in the amount of 8 (eight) percentage points above the 3 month EURIBOR p.a. The assertion of any claim above and beyond this shall remain unaffected thereby. Furthermore, the Seller shall be entitled to defer compliance with the delivery and assembly obligations until the Customer has remedied such delay. The Seller shall be entitled to annul any payment obligation and to declare immediately due any outstanding amount, provided that the financial situation of the contracting party considerably deteriorates, in particular in case of default with 1/3 or more of the price, in the event of any adverse change in the legal situation, in the event of discontinuation of payment, in the case of any ineffective execution, as well as in the event that insolvency proceedings are initiated or any application in this regard is rejected due to lack of assets. In the case of any of these events, the Seller shall be entitled to withdraw from the

agreements concluded either in whole or with regard to the scope of delivery that has not been delivered yet, or, at the Seller's own option, request advance payment or a security for the deliveries still outstanding at this point in time. The Customer shall be obliged to pay damages, in particular, however, to reimburse all expenses.

4.8. If the Customer remains in arrears with regard to the acceptance of the subject matter of delivery or the fulfilment of their payment obligation for longer than two weeks after notification of the readiness for acceptance, then the Seller shall be entitled, once the Seller has set a grace period of seven days, to withdraw from the agreement and to claim damages due to non-fulfilment. If the Seller claims damages due to non-fulfilment, then the Seller shall in any case be entitled to compensation in the amount of at least 15% of the sales price as a flat rate for damages, whereby such flat rate may not be calculated by court order. Any further damages shall remain reserved.

5. Performance

5.1. Performance periods shall be subject to change without notice. They shall commence upon dispatch of the order confirmation. The service period shall be deemed to have been accepted in any case once the subject matter of delivery has left the Seller's factory until expiry of such period or once the notification of the readiness for dispatch has been submitted and/or once the Seller has started to render their performance. Compliance with such period shall imply fulfilment of the contractual obligations on the part of the Customer.

5.2. If it is not possible to deliver the subject matter of delivery made available to the Customer for any reason for which the Seller is not responsible, then the delivery shall be deemed to have been legally effected upon notification of the readiness for dispatch. The payments agreed upon shall become due accordingly; in such a case, the costs of storage, surveillance, insurance and the like shall be borne by the customer.

5.3. Partial deliveries shall be permitted to the extent that such deliveries are not unconscionable for the Customer.

5.4. The performance periods shall be reasonably extended if the Customer does not fulfil their contractual obligations in due time, in particular:

in the case that the payments are not made in accordance with the agreement;

in the case that the Customer does not provide the information required for the execution of the order in due time, if the Customer does not release drawings and plans submitted for approval on time or does not comply with the necessary order specifications;

in the case that parts or documents to be provided by the Customer are not available at the point in time specified by the Seller in writing;

in the case that the Customer does not render the support and service contractually agreed upon;

in the case that official and third-party approvals or licences required, for example, for the operation of systems have not been granted or obtained by the Customer in due time.

5.5. In the case of any event of force majeure, the performance period and other contractual obligations of the Seller shall be suspended by the duration of such force majeure. In the case of force majeure, the Customer shall be entitled to a right of withdrawal only if it is impossible to know as to when the event of force majeure will no longer exist. An event of force majeure shall be deemed to be any unpredictable event that goes beyond the reasonable control of the contracting parties. Such event shall include, but not be limited to, flood, earthquake, war or orders of government, operational interruptions, delays within the framework of deliveries made by sub-contractors that cannot be controlled, as well as any event that makes it impossible to continue production or that makes production possible only at substantially higher costs. The Seller shall inform the

Customer within a reasonable period of the existence and the expected duration of the event of force majeure.

6. Transfer of Risk

6.1. The transfer of risk to the Customer shall take place in any case, also upon dispatch, when the delivery has left the delivering plant of the Seller, especially also if delivery and installation have been taken over, and independent of the pricing agreed upon for the delivery (such as CIF and others). Upon the Customer's explicit order, the consignment shall be insured at the Customer's expense and on the Customer's name.

6.2. In the case that delivery is delayed as a result of circumstances for which the Customer is responsible, then the risk shall pass to the Customer once the notification of the readiness for dispatch has been submitted. Upon the Customer's explicit order, the goods shall be insured at the Customer's expense and on the Customer's name.

6.3. Without prejudice to the rights under Section 8, the Customer may refuse acceptance of any object delivered to them only in the case that the goods show material defects. The acceptance may not be refused because of minor defects.

7. Acceptance

7.1. In the case of subject matters of delivery that are installed and put into operation by the Seller, acceptance shall take place after successful provision of an evidence of performance by both contracting parties signing the acceptance / handover protocol.

The subject matter of delivery shall thus be deemed to have been approved.

7.2. The evidence of performance to be agreed upon shall be provided by the Seller during the test runs to be performed. Once such evidence has been provided, the Customer may no longer request any further test run.

7.3. Defects not affecting the performance agreed upon in a material way shall not constitute grounds for any refusal of such acceptance / handover. Defects shall be recorded in a defect report as part of the acceptance / handover protocol.

7.4. Before the acceptance / handover protocol has been undersigned, the Customer shall not be entitled to use the subject matter of delivery for production purposes. In the event that the Seller starts production before the acceptance / handover protocol has been undersigned, the acceptance / handover shall be deemed to have been granted on commencement of such use.

8. Retention of Title

8.1. The Seller shall reserve the title to the subject matter of delivery until collection of any and all receivables of the Seller against the Customer from the delivery agreement. The Customer shall not be entitled to either pledge or assign the subject matter of delivery by way of security. All costs related to such repossession shall be borne by the Customer.

8.2. The Customer shall immediately inform the Seller of any and all measures that might affect the Seller's property, in particular in the case of third-party interventions; the Customer shall provide the Seller and such third parties with any information that is necessary to clarify this situation.

8.3. In the case of any deterioration of the Customer's financial situation, in the event of any adverse change in the legal situation, in the event of discontinuation of payment, in the case of any ineffective execution, as well as in the event that insolvency proceedings are initiated or any application in this regard is rejected due to lack of assets, the Seller shall be entitled, at their own option, to take back the goods not yet paid or to request a reasonable security in this regard. In this case, the Customer shall be obliged to pay damages, in particular to reimburse all expenses.

8.4. Any resale of the goods subject to retention of title shall only be permitted after prior written approval of the Seller. In the event that the goods subject to retention of title are sold against cash payment, the Customer shall keep the proceeds separately and shall pay them to the Seller without delay,

provided that this is necessary to cover the debt secured by means of such retention of title. The Customer shall already now assign to the Seller the receivables resulting from such sale with any and all ancillary rights to which the Customer might become entitled against the purchaser or any third party due to such resale. The Seller shall be authorised to collect such claims themselves; however, the Seller undertakes to not collect such claims as long as the Customer duly fulfils their payment obligations. The Seller may request that the Customer informs them of the assigned claims and their debtors, provides any information necessary for such collection, hands over the associated documents and notifies the debtors of such assignment. In the event that the subject matter of delivery is resold with other goods, which are not the property of the Seller, then the Customer's claim against the purchaser shall be deemed to have been assigned in the amount of the payment still outstanding between the Seller and the Customer.

8.5. If the Customer handles, processes or combines the goods any further with other goods, then the new goods created by such action, as appropriate, shall also remain the sole property of the Seller until the purchase price has been paid in full.

9. Warranty, Error, Doctrine of Frustration

9.1. The Seller shall warrant that the subject matter of delivery complies with the conditions agreed upon in the delivery agreement. The warranty shall apply to any and all parts delivered by the Seller, provided that there is evidence that the defect is based on a circumstance which already occurred before acceptance / handover and/or, in the case of mere deliveries, before delivery of the goods took place; such evidence is to be provided by the Customer.

9.2. The warranty period shall be six (6) months. The same shall also apply to subject matters of delivery and performance that are tightly connected with a building or property. The warranty period shall start on the date of acceptance of the subject matter of delivery (see Section 7) and/or, in the case of mere deliveries, on the date of the transfer of risk (see Section 6).

9.3. The Customer's warranty claim shall, to the exclusion of all other claims, without prejudice, however, to the provisions laid down in Section 10 and Section 11, be limited to the rectification of defect, i.e. to the improvement or replacement of defective parts including freight, assembly and disassembly. Such warranty claim shall not cover disadvantage caused to the Customer within the framework of the rectification of defects, such as during decommissioning of a system part or loss of production. The Seller shall be entitled, at their own option, to either repair the defective part or to deliver a new item. In the latter case, the Seller shall take back the part replaced.

9.4. A warranty claim may only be asserted if the Customer complies with the contractual conditions, in particular the payment conditions, and keeps proper and complete records in the system (machine) book made available to them by the Seller free of charge during the entire warranty period.

9.5. The liability of the Seller for third-party products shall be restricted to the assignment of those claims the Seller has against the sub-contractor.

9.6. The Seller shall not assume any warranty for repair work as well as alterations and reconstructions of old systems; the same shall also apply to the delivery of drawings for such kind of work.

9.7. The warranty shall not include the parts subject to wear and tear that have been specified in the delivery agreement or the offer; the same shall apply to those parts that are to be designated as parts subject to wear and tear in accordance with the technical standards.

9.8. The warranty shall not cover any defect caused as a result of incorrect or negligent handling on the part of the Customer,

as well as to interventions or any kind of improper use by the Customer.

9.9. The Customer shall be obliged to examine the subject matter of delivery immediately after receipt and to notify the Seller in writing without delay of any defect detected by the Customer that is subject to warranty obligations. Any and all claims of the Customer from the defectiveness of the subject matter of delivery shall cease to exist if the Customer does not notify the Seller accordingly, if the Customer repairs and/or tries to repair such defect on their own, or if the Seller is not granted the period of time and opportunity necessary, according to reasonable discretion, for the repairs and replacement deliveries which appear to be necessary in this regard. The Customer shall have the right to repair the defect themselves or to have it repaired by third parties only in urgent cases in which the operational security is put in danger and to the extent that this is necessary to prevent disproportionately large damage, in which case the Seller is to be informed without delay, or if the Seller is in default with repairing such defect.

9.10. Any further claim on the part of the Customer for defects regarding the subject matter of delivery, in particular any entitlement to compensation of any damage not caused to the subject matter of delivery itself, shall be excluded subject to the provisions of Section 10 and Section 11.

9.11. The assertion of any error, *laesio enormis* (lesion beyond moiety) or doctrine of frustration by the Customer shall be excluded.

10. Right of Withdrawal of the Customer

10.1. The Customer may withdraw from the agreement if it finally becomes impossible for the Seller to render the entire performance before the transfer of risk.

10.2. In the case of any default of performance within the meaning of Section 5, the Customer shall grant to the Seller in default a reasonable period of grace with the express declaration that the Customer refuses acceptance of the performance after expiry of this period; and if the grace period is not complied with, the Customer shall be entitled to withdraw from the agreement.

10.3. In the case that such impossibility occurs during such default of acceptance or through fault of the Customer, then the Customer shall remain obliged to provide return service.

10.4. Furthermore, the Customer shall also be entitled to a right of withdrawal in the event that the Seller fails to carry out the repair operations or make the replacement delivery following a material defect for which the Seller is responsible within the reasonable grace period granted to them for this purpose. The Customer's right of withdrawal shall also exist in case of impossibility or inability on the part of the Seller to repair such defect or carry out the replacement delivery.

10.5. Subject to the provisions laid down in Section 11, this shall not include any other, further claims of the Customer, in particular with regard to their right of withdrawal in cases other than the one mentioned above, to price reduction as well as to compensation of damage of any kind whatsoever, including such damage that has not been caused to the subject matter of delivery itself.

11. Liability of the Seller

11.1. The Seller shall be liable for any damage caused due to intent and gross negligence within the framework of the statutory provisions, unless stated otherwise in the present General Terms and Conditions. Liability for slight negligence shall be excluded. This limitation on liability shall not apply to any bodily injury and damage to health for which the Seller is responsible.

11.2. Any compensation of consequential damage and mere financial losses, loss of profit, lost savings, loss of interest and mere damage resulting from claims of third parties against the Customer shall be excluded in any case.

11.3. The exclusions of liability and restrictions of the Customer's claims laid down in the present terms and conditions shall not apply in those cases in which liability exists in the case of defects in the subject matter of delivery for injury to persons in accordance with the Product Liability Act.

11.4. The Seller shall not be liable for any damage caused by faulty instructions of the Customer as well as plans, layouts or calculations made available by the Customer.

11.5. The Seller shall not be liable either for any alternation or repair work made to the subject matter of delivery on the part of the Customer or third parties in an improper manner without the prior written approval of the Seller.

11.6. Furthermore, liability on the part of the Seller shall not exist for any damage caused to the subject matter of delivery due to any of the following reasons:

improper storage after transfer of risk, faulty assembly and/or commissioning by the Customer or third parties, non-compliance with the Seller's operating instructions, poor maintenance, normal wear and tear, excessive strain, excessive or single-sided heating, improper burner settings, unsuitable operating materials and replacement materials, poor constructional work, unsuitable foundation, chemical, electrochemical or electric influences, etc., unless such damage has been caused due to any fault on the part of the Seller.

11.7. Any liability of the Seller shall be limited in its amount to an amount of 75% of the return service of the Customer for the specific order; in the case of any ongoing return service, the percentage shall refer to the annual return service for the specific order.

12. Operating and Maintenance Instructions

The Customer shall be obliged to strictly observe the operating instructions and warnings made available to them and to not make any changes to the systems delivered. The Customer shall receive technical descriptions and operating instructions and undertakes to not make any changes of whatever nature in these documents and to also ensure that any other purchaser complies with such obligations on their part, too.

13. Industrial Property Rights and Copyright

13.1. In so far as the Seller manufactures goods on the basis of constructional specifications, drawings, models or other specifications made available by the Customer, the Customer shall indemnify, defend and hold the Seller harmless against, from and towards any possible infringement of property rights. This shall also include, but not be limited to, attorneys' fees and court costs.

13.2. Any and all copyright and industrial property rights to the offer documentation, to the performances agreed upon as well as to execution documents, such as plans, sketches, other technical documents and samples, catalogues, brochures, illustrations and the like, shall be the rights of the Seller. The Customer shall not be entitled to either modify or alter or to reproduce the performances agreed upon or the execution documents without the explicit prior written approval of the Seller.

14. Partial Invalidity

In the case that individual provisions of any agreement concluded on the basis of these terms and conditions are invalid, this shall not affect the binding character of the remaining parts of such agreement. The invalid provision shall then be replaced by a valid provision that comes closest to the objective pursued with the invalid provision.

15. Place of Fulfilment, Place of Jurisdiction and Choice of Law

15.1. The place of fulfilment shall be the delivering plant of the Seller.

15.2. In the case of any dispute arising from the agreement, including any legal dispute with regard to the existence or non-existence of this agreement, also concerning actions in special procedures deciding claims arising out of deeds or a bill of exchange, the court whose jurisdiction the Seller has its main place of business in shall be competent.

15.3. Austrian law shall apply, under exclusion of the rules on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The terms and conditions of ORGALIME SE 01 "General Terms and Conditions for the Delivery and Installation of Mechanical, Electrical and Electronic Products" in the version of Brussels, September 2001, shall be applied on a subsidiary basis.