

General Terms and Conditions of Lease

1. Scope

- (1) Deliveries, services and offers made by PE-Systems GmbH (hereinafter referred to as "PE-SYSTEMS") regarding the lease of technical equipment are made exclusively on the basis of these General Terms and Conditions of Lease. They are an integral part of all contracts that PE-SYSTEMS concludes with its contractual partners (hereinafter also referred to as "Lessee") for the lease services it offers. They also apply to all future deliveries, services or offers relating to the lease of technical equipment to the Lessee, even if they are not agreed again separately.
- (2) The terms and conditions of the Lessee or third parties shall not apply, even if PE-SYSTEMS does not separately object to their validity on an individual basis. Even if PE-SYSTEMS refers to a letter containing or referring to the terms and conditions of the Lessee or a third party, this does not constitute an agreement with the validity of those terms and conditions.

2. Lease period and leased item

- (1) All PE-SYSTEMS offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. PE-SYSTEMS may accept orders or commissions within 14 days of receipt or by handing over the leased item to the Lessee.
- (2) The Parties also agree individually on the duration of the lease. The Parties exclude the application of Section 545 of the German Civil Code (BGB). There shall be no tacit extension of the lease by continuing to use the leased item after expiry of the agreed lease period.
- (3) The leased item shall be defined by mutual agreement between the Parties. Deviations from the agreed leased item that are required by legal regulations or constitute technical improvements are permitted, as is the replacement of components with equivalent parts, provided that such deviations or replacements do not impair usability for the contractually intended purpose.
- (4) PE-SYSTEMS retains title to the leased item, as well as title or copyright to all drawings, illustrations, calculations, brochures, catalogs, templates, tools, programs and other documents and aids made available to the Lessee. The Lessee may not, without the express consent of PE-SYSTEMS, make these items available to third parties, disclose them, use them directly or through third parties, or reproduce them. At the request of PE-SYSTEMS, the Lessee shall return these items to PE-SYSTEMS in full and destroy any copies made if they no longer require them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. If these items are not returned, their destruction must be confirmed in writing. An exception to this is the storage of electronically provided data for the purpose of normal data backup.

3. Leased Item and Lease Rate

- (1) The lease rate applies to the scope of services and deliveries listed in PE-SYSTEMS' offer. Additional or special services will be charged separately. The quoted rates do not include VAT, customs duties for export deliveries, fees or other public charges.
- (2) The lease rate includes remuneration for the provision of the leased item and for its maintenance and repair. The lease rate is to be paid monthly. The first installment is to be paid when the leased item is handed over for use; subsequent monthly payments shall be made on the 15th of each month. The lease payments are to be made by bank transfer, for which the Lessee will set up a corresponding standing order, or the Lessee will provide PE-SYSTEMS with a direct debit authorization. The effective date of payment shall be the date on which the amount is received by PE-SYSTEMS. Payment by check is not accepted unless it is agreed separately in

individual cases. If the Lessee fails to pay by the due date, interest shall be charged on the outstanding amounts from the day after the due date at the statutory default interest rate; the right to claim higher interest and further damages in the event of default shall remain unaffected.

- (3) Offsetting against the Lessee's counterclaims or the withholding of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

4. Delivery and Time of Delivery

- (1) Unless a fixed deadline or delivery date has been expressly confirmed or agreed upon, any deadlines or delivery dates stipulated by PE-SYSTEMS for the leased item are always approximate. If shipment of the leased item has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned to handle transportation, unless expressly stated otherwise by PE-SYSTEMS.
- (2) PE-SYSTEMS shall not be liable for the impossibility or delay in delivery to the extent that these are caused by *force majeure* or other events unforeseeable at the time of contract conclusion (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of labor, energy, or raw materials, difficulties obtaining required official permits, pandemics or epidemics, official measures, or non-delivery, incorrect or untimely delivery by suppliers despite PE-SYSTEMS having entered into a corresponding hedging transaction), for which PE-SYSTEMS is not responsible. If such events make the delivery or service significantly more difficult or impossible for PE-SYSTEMS and the hindrance is not only of a temporary nature, PE-SYSTEMS shall be entitled to withdraw from the contract. In the event of temporary hindrances, the delivery or service deadlines shall be extended or postponed by the same period as the hindrance period, plus a reasonable recovery period. Should the delay render acceptance of the delivery or service unreasonable for the Lessee, the Lessee may rescind the contract by providing PE-SYSTEMS with prompt written notice.
- (3) If PE-SYSTEMS defaults on a delivery or service, or if a delivery or service becomes impossible for any reason, PE-SYSTEMS' liability for damages shall be limited in accordance with Section 8 of these General Terms and Conditions of Lease.

5. Operational readiness and start of lease

- (1) PE-SYSTEMS will deliver the leased item to the installation site free of charge at the individually agreed time. Upon delivery, the installation site shall serve as the leased item's operating location. PE-SYSTEMS is responsible for installing the leased item and ensuring it is operational.
- (2) Prior to delivery, the Lessee must ensure that the spatial and technical conditions required for the leased item to be installed and made operational, as timely communicated by PE-SYSTEMS, have been arranged.
- (3) Operational readiness shall be confirmed by PE-SYSTEMS through on-site commissioning. Operational readiness shall be documented by both Parties through mutual sign-off of the Site Acceptance Test (SAT) in a separate document.
- (4) If no written complaint of material defects has been submitted by the Lessee within 14 days of the SAT's conclusion, the leased item shall be deemed operationally ready. The Lessee is expressly informed of this legal consequence when handing over the SAT document.

6. Warranty rights

- (1) PE-SYSTEMS' no-fault liability under Section 536a Clause 1 of the German Civil Code (BGB) for initial material defects of the leased item that already existed at the time the contract was concluded, is excluded.
- (2) PE-SYSTEMS is obliged to maintain the leased item in a condition suitable for contractual use for the duration of the lease period and to carry out the necessary maintenance and repair work. The corresponding measures are to be carried out at regular maintenance intervals and when defects, faults or damage occur. PE-SYSTEMS must be granted the necessary access to the leased item.
- (3) The Lessee must immediately notify PE-SYSTEMS of any defects, malfunctions or damage.
- (4) Defects shall be rectified by restoring or repairing the rented property free of charge. PE-SYSTEMS must be given a reasonable period of time to carry this out. With the consent of the Lessee, PE-SYSTEMS may replace the leased item or individual components of the leased item for the purpose of remedying defects. The Lessee will not unreasonably refuse to consent to this.
- (5) A termination by the tenant due to non-provision of contractually agreed use is only permissible if PE-SYSTEMS has been given sufficient opportunity to remedy the defect and has failed to do so. Failure to remedy defects shall only be assumed if it proves impossible, if PE-SYSTEMS refuses or unreasonably delays carrying it out, if there are reasonable doubts as to the prospects of success or if, for other reasons, the Lessee considers it unreasonable.
- (6) The Lessee's rights with respect to defects are excluded insofar as the Lessee makes changes to the leased property or has them made without PE-SYSTEMS' consent, unless the Lessee proves that the changes do not have any unreasonable impact on PE-SYSTEMS' ability to analyze and remedy the defect. The Lessee's rights with respect to defects shall remain unaffected, provided that the Lessee is entitled to make changes, particularly in exercising the right of self-remedy pursuant to Section 536a Clause 2 of the German Civil Code (BGB), and that such changes have been carried out professionally and documented in a clear and comprehensible manner.

7. Use

- (1) The leased item is provided for the exclusive use of the Lessee at the location where PE-SYSTEMS makes it operationally ready. The leased item may only be used for the purposes specified in the individual contract and may only be operated by employees of the Lessee who have participated in the briefing given by PE-SYSTEMS and who are familiar with and adhere to the safety guidelines provided.
- (2) Without PE-SYSTEMS' permission, the Lessee NOT authorized
 - to change the operating location of the leased item;
 - to transfer the use of the leased item to third parties, in particular to rent it out or lend it to a third party;
 - to open the components of the leased item that are sealed to protect trade secrets;
 - to analyze the leased item by technical investigations or dismantling (reverse engineering), insofar as this is legally permissible. This obligation applies to products or items that are not publicly available and have been made accessible to the contractual partner solely within the scope of the lease agreement.
- (3) Unless the Lessee is authorized to exercise its right of self-remedy and the necessary work is carried out professionally and documented in a comprehensible manner, the Lessee may not alter, convert or otherwise modify the leased item without the permission of PE-SYSTEMS.

8. Liability for compensation based on culpability

- (1) PE-SYSTEMS' liability for damages, regardless of the legal grounds, in particular with regards to an inability to make a delivery or due to a delivery being delayed, defective or incorrect, or because of a breach of contract or violation of duties during contractual negotiations, and tort, shall be limited in accordance with this Clause 8, insofar as culpability is relevant in each case.
- (2) PE-SYSTEMS shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless this involves a breach of material contractual obligations. Essential to the contract are any obligations regarding the timely delivery and installation of the leased item, its freedom from legal defects and from material defects that impair its functionality or usability more than insignificantly, as well as duties to advise, protect, and exercise care, which are intended either to enable the Lessee to use the leased item in accordance with the contract or to protect the life and limb of the lessee's personnel, or to safeguard the Lessee's property against significant damage.
- (3) To the extent that PE-SYSTEMS is liable for damages on the merits pursuant to Clause 8 para. 2, this liability shall be limited to damages which PE-SYSTEMS foresaw as a possible consequence of a breach of contract at the time of the conclusion of the Contract or which it should have foreseen by exercising due care. Indirect loss and consequential damage resulting from defects of the leased item are only liable for compensation to the extent that such damages are typically to be expected during proper use of the leased item. The above provisions of this paragraph 3 shall not apply in the event of intentional or grossly negligent conduct by board members or senior employees of PE-SYSTEMS.
- (4) In the event of liability for simple negligence, PE-SYSTEMS' obligation to pay compensation for property damage and any further financial losses resulting therefrom shall be limited to an amount of EUR 1,000,000.00 per claim, even if this involves a breach of material contractual obligations.
- (5) The above exclusions and limitations of liability shall apply to the same extent in favor of the committees, legal representatives, employees and other vicarious agents of PE-SYSTEMS.
- (6) Insofar as PE-SYSTEMS provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by PE-SYSTEMS, this shall be done free of charge and to the exclusion of any liability.
- (7) The limitations of this Clause 8 shall not apply to PE-SYSTEMS' liability for willful misconduct, guaranteed characteristics, injury to life, body, or health, or liability under the German Product Liability Act.

9. Lessee obligations

- (1) The Lessee must treat the leased item with care and protect it from damage. The Lessee will follow PE-SYSTEMS' maintenance, care and usage instructions, in particular the instructions contained in the provided safety manual, within the scope of what is reasonable. Labelling of the leased item – in particular signs, numbers or inscriptions – may not be removed, changed or rendered unrecognizable.
- (2) During normal business hours, the Lessee shall allow PE-SYSTEMS' employees and agents free access to the leased item for inspection, maintenance and repair work as well as collection of the leased item after termination of the lease. In doing so, the Lessee's legitimate security interests must be safeguarded.

10. Returns

- (1) Upon termination of the lease agreement, the Lessee must return the leased item to PE-SYSTEMS in its original condition. The obligation to return also includes the software provided on the original data carriers, including manuals and documentation. Any copies of the software provided by PE-SYSTEMS must be completely and permanently deleted.
- (2) Upon return of the leased item, a report is to be drawn up in which any existing damage and defects of the leased item are recorded. The Lessee must reimburse any costs incurred for the repair of damage or defects for which it is responsible.

11. Ancillary Agreements and Written Form Requirement

- (1) Additions and amendments to the agreements made, including these General Terms and Conditions of Lease, must be made in writing in order to be effective. With the exception of managing directors or authorized signatories, employees of PE-SYSTEMS shall not be entitled to make verbal agreements that deviate from the written agreement. Telecommunication, in particular by e-mail, is sufficient to comply with the written form.
- (2) The lease conditions, including the individual contractual specifications, fully reflect all agreements between the contracting Parties regarding the leased item. Verbal commitments made by PE-SYSTEM prior to the conclusion of this contract are not legally binding and verbal agreements between the Parties are superseded by the written contract, unless expressly agreed otherwise between the Parties.

12. Final Provisions

- (1) If the Lessee is a businessperson, a legal entity under public law or a special fund under public law, or if Lessee has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between PE-SYSTEMS and Lessee shall be, at PE-SYSTEMS' discretion, either PE-SYSTEMS Darmstadt or the Lessee's registered office. In such cases, however, Darmstadt shall be the exclusive place of jurisdiction for legal action against PE-SYSTEMS. Mandatory legal provisions on exclusive jurisdictions shall remain unaffected by this provision.
- (2) The relationship between PE-SYSTEMS and the Lessee shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).
- (3) Insofar as the individual contract or these General Terms and Conditions of Lease contain invalid or void provisions, the provisions that are not affected shall remain effective.
- (4) If this contract is drafted in German and English, the German version shall always take precedence in the event of any differences.