

# TERMS AND CONDITIONS OF REPAIR AND MAINTENANCE SERVICES

## 1. General

Any and all inspections and repair and maintenance services (the "**Services**") accepted and executed by Invisible-Light Labs GmbH ("**ILL**") shall be subject to these Terms and Conditions of Repair ("**TCR**"). These TCR apply to the exclusion of all other terms. In particular, any terms and conditions of the customer ("**Customer**") shall only apply if ILL has expressly accepted them in writing. In case of a conflict, inconsistency, or addition not expressly accepted in writing by ILL, these TCR shall supersede the conflicting, inconsistent, or additional terms stated in Customer's order, order form, contract, or otherwise. The acceptance of an order will supersede all prior communications and constitute a complete and binding contract between the Customer and ILL on the basis of these TCR, which contract cannot be modified or canceled without the written agreement of both parties. These TCR equally apply to repair and maintenance services, even if only the term "repair" or "maintenance" is used in these TCR.

## 2. Offer / Conclusion of contract

- (a) The Customer may hand in the item to be repaired or maintained ("**Item**") directly at ILL's business premises or ship it to ILL at their own expense and risk.
- (b) After examination of the Item by ILL, the Customer shall receive a written cost estimate from ILL (the "**Quotation**") regarding the repair and/or maintenance costs (e.g.: labor time, spare parts). ILL's Quotations shall be non-binding and

subject to change unless expressly indicated otherwise.

(c) A lump-sum fee of EUR 300 will be charged for the preparation of the Quotation. If the repair and/or maintenance order is placed, the lump-sum fee for the Quotation will be credited against the repair and/or maintenance costs.

(c) The Customer's repair and/or maintenance order (the "**Repair Order**") constitutes a legally binding offer to enter into a contract. In case of non-binding offers, the contractual relationship between the parties shall only come into effect upon written confirmation of the Repair Order by ILL. The acceptance of a Repair Order shall be by way of a written contract confirmation by ILL (including by email). In case of binding offers, the contractual relationship between the parties shall come into effect upon acceptance of the Quotation by the Customer.

(d) The Quotation on which the Repair Order is based on shall be non-binding. If it becomes apparent during the performance of the Services that an overrun of the costs estimated in the Quotation will be unavoidable, ILL shall notify the Customer of the overrun, stating the actual costs. The Customer has the choice of withdrawing from the repair contract against payment of the lump-sum fee for the Quotation as set forth in lit (c) above or having the Service carried out at the higher costs.

## 3. Performance of the Services

- (a) ILL shall be entitled to use reconditioned, quality-tested components for the Services, unless the Customer expressly insists in writing on the use of brand-new parts.
- (b) The Services shall be carried out by ILL itself. If necessary or helpful, ILL may send the Item to a third party for repair.
- (c) ILL shall carry out the Services within the time limit as agreed between the parties in the Repair Order.

(d) If ILL is unable to carry out the Services within the agreed time limit due to reasons for which ILL is not responsible (e.g.: unavailability of spare parts), ILL shall inform the Customer of the reason and the expected duration of delay. The Customer shall only be entitled to withdraw from the contract due to the delay by setting a reasonable grace period. Liability for any damage arising from the delay is excluded, except in the case of gross negligence on the part of ILL for the delay.

## 4. Delivery / Acceptance

(a) The Item may be shipped to the Customer with the Customer bearing full responsibility for transporting the Item to the Customer's desired location. This includes all associated costs and obligations for transportation, export and import customs clearance, and payment of any applicable import duties and taxes. Alternatively, the Customer may pick up the Item at ILL's business premises at his own cost and risk.

(b) Delivery shall be fulfilled by ILL when the Item are made available to the Customer at a location within ILL's business premises to be agreed between the parties or, in case the Item is shipped to the Customer, at the time the Item is handed over to the courier. In the event of a default of acceptance and/or payment by Customer, ILL may decline to make further Deliveries without waiving any of its rights under such Repair Order. If, despite such default, ILL elects to continue delivery, this action shall not constitute a waiver or diminish ILL's legal remedies with respect to such default or any future default.

(c) The Customer shall accept the repaired Item in accordance with the provisions set forth herein. It is the responsibility of the Customer to ensure that all the required facilities on part of the Customer are ready, and site preparation is completed for successful commencement of acceptance upon delivery of the Item.

(d) The Customer shall, within three (3) days after receipt of the Item, provide ILL with a written notification of (a) any shortfalls in shipment quantity, and/or (b) any failure of the Item apparent upon visual inspection and /or identification testing of the Item ("**Apparent Defect**"). Any such Item shall be placed in quarantine until its status is resolved. In the

event that a defect is not apparent upon visual inspection ("**Hidden Defect**"), the Customer shall provide ILL with immediate (within three (3) days) written notification following discovery of the alleged defect, to be accompanied by samples or pictures of any such allegedly defective Item. In the event of any failure by the Customer to provide ILL with a written notification of any such shortfall, Apparent Defect or Hidden Defect within the aforementioned timeline, the Customer shall be deemed to have accepted the relevant Item. The Customer may issue a written notification of acceptance of the delivered Item before expiration of the aforementioned timeline.

(e) After notification of a defect, ILL shall have up to ten (10) days ("**Period**") to show that the Item in question meet the agreed specifications and are free from defects or to remedy any defects. In the event that no agreement is reached by the end of the Period, the Customer shall have the right to submit a new Repair Order, which ILL shall satisfy as soon as possible using its commercially reasonable efforts.

(f) ILL reserves the right to render partial performances, provided that (i) the Customer can use the partial performance for the contractually intended purpose, (ii) the fulfillment of the remaining obligations is ensured, and (iii) the Customer does not incur any additional costs as a result. Each delivery shall be treated as an independent transaction, with payment required for each as invoiced.

(g) If delivery is delayed at the Customer's request or due to Customer's failure to provide necessary and correct instructions or authorizations (e.g. address for delivery), or if delivery is impossible due to such reasons, ILL may (i) store the Item at the Customer's risk and expense or (ii) dispose of the Item. In such case, a new delivery time has to be agreed upon between the parties and the contract has to be amended accordingly, and ILL reserves the right to charge interest. In any case, the Customer shall bear all associated storage costs and risks of loss or damage during storage. The legal consequences of default of acceptance (*Annahmeverzug*) within the meaning of § 1419 of the Austrian Civil Code - ABGB shall apply.

(h) Any claims by the Customer for compensation due to the inability to deliver the Item or due to delays in delivery shall be limited as set forth in Section 15 of these TCR.

## 5. Prices

(a) All price offers are subject to Repair Order confirmation and are quoted in Euro (EUR), unless expressly specified otherwise, and are net of applicable value-added tax (VAT).

(b) All prices shall be understood, unless self-collection by the Customer has been agreed, exclusive of the costs of packaging for transport, parcel shipment by a courier at the respective shipping prices and insurance applicable to the courier.

## 6. Payment terms

(a) After completion of the Services, ILL shall invoice the costs and, unless self-collection by the Customer has been agreed, the costs of packaging and shipment by a courier to the Customer in writing.

(b) The invoice is payable without any deduction upon receipt of the invoice. Any alternative payment arrangements, such as partial payment in advance with the remainder due upon receipt of the Item, shall only be accepted if agreed upon in writing by ILL. ILL reserves the right to exclude certain payment methods.

(b) The Customer shall automatically be deemed in default if payment is not received within the period specified in the invoice, without the need for an additional default notice. As a consequence, ILL is entitled to charge interest on arrears, as of the due date, in the amount of 9.2 percent points above the base interest rate. § 458 of the Austrian Commercial Code applies. ILL reserves the right to claim additional damages resulting from such default.

(c) Should ILL determine, in its sole judgment, that Customer's financial condition does not justify continuation of the Services under the originally agreed payment terms, ILL reserves the right to require immediate full or partial payment in advance. Furthermore, if any bankruptcy or insolvency proceeding is brought

by or against the Customer, ILL shall be entitled, in addition to any other legal or equitable remedies, to (i) stop or divert any Services in process, (ii) cancel any outstanding Repair Orders, and/or (iii) seek reimbursement for cancellation charges.

(d) The Customer is not permitted to defer payment or offset any amount against the payment because of any counterclaim on part of the Customer.

## 7. Taxes

Quoted prices do not include federal, state, or local excise, sales, use, or similar taxes. Accordingly, in addition to the prices specified on the Quotation, the amount of any applicable excise, sales, use, and/or similar taxes will appear as separate items on the invoice and will be paid by the Customer unless prior to delivery ILL receives an appropriate tax exemption certificate from the Customer.

## 8. Right of Retention

Due to claims arising from the repair contract, ILL shall have a right of retention to the Item according to § 471 ABGB and § 369 of the Austrian Commercial Code (UGB).

## 9. Force Majeure

ILL shall not be liable for failure to perform occasioned by strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor or transportation, fires, storms, floods, earthquakes, explosions, accidents, acts of God, interference by civil or military authorities (whether legal or de facto), acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, orders given priority by any public authority, or any other cause beyond the reasonable control of ILL, if such event was not foreseeable at the time when the contract was entered into.

## 10. Intellectual Property Rights

(a) Title to and ownership of all intellectual property rights, including patents, copyrights,

trademarks, designs, know-how or other intellectual property rights ("IP Rights") relating to the Item (including, without limitation, any related documents thereto) remain at all times exclusively and unlimited with ILL. No rights in and to IP Rights of ILL are granted to the Customer.

## 11. Rescheduling

The Customer is not granted any rescheduling rights by ILL.

## 12. Cancellation

The Customer is not granted any cancellation rights by ILL.

## 13. Assignment

The Customer shall not assign any Repair Order or any portion thereof without the prior written consent of ILL.

## 14. Warranty ("Gewährleistung" in terms of Austrian Civil Code)

(a) Unless these TCR (including Section 15) provide otherwise or specify additional terms, the relevant statutory provisions shall govern the Customer's rights in the case of material or legal defects of the repair ("*Sach- und Rechtsmängel*").

(b) No warranty is provided for standard wear and tear typical for this type of Item, especially for parts such as diode lamps, O-rings, foils, and seals.

(d) No warranty is provided for all used components of the Item.

(c) No warranty is provided for failures resulting from (i) abuse, misuse, modification, or mishandling; (ii) external forces such as acts of God, flooding, power surges, defective electrical work, transportation, foreign equipment, Customer-supplied replacement parts, or utilities; (iii) improper operation or maintenance;

or (iv) failure to perform preventive maintenance as recommended by ILL. Additionally, this warranty does not apply if any equipment or part has been modified without ILL's written permission or if any ILL serial number has been removed or defaced.

(d) Specifically excluded from this warranty is all equipment not manufactured by ILL (such as vacuum pumps), which will carry only the original manufacturer's warranty.

(e) The Customer is obligated to inspect delivered products promptly upon receipt and report any defects without delay (section 4). In compliance with §§ 377 and 379 of the Austrian Commercial Code, notice of defects is considered timely if submitted within three (3) working days of delivery, or within three (3) working days of discovery if the defect was not initially evident. ILL assumes no liability for defects if the Customer fails to perform timely inspection and notification.

(f) In deviation from § 933 ABGB, the limitation period for claims based on material or legal defects of the repair (including those not based on the contract) shall be 12 months from the date of delivery or upon acceptance in accordance with section 4 of these TCR.

(g) The sampling and sensing chip is a disposable product designed for highly sensitive measurements, and ILL strongly advises against reusing it. Reuse of the chip can lead to cross-contamination, compromising data integrity. Although each batch of chips undergoes sample-wise testing as part of ILL's quality control process, this does not constitute a quality guarantee (Beschaffheitsgarantie) for each individual chip as per Austrian Civil Code § 922 ABGB, as 100% testing is not feasible. The Customer is solely responsible for assessing the product's suitability for its intended purpose, and ILL cannot assume liability in this regard.

(h) Measurement values presented in documentation are averages obtained under controlled laboratory conditions. Actual performance may vary based on specific application environments and usage, for which ILL assumes no liability.

(i) ILL's liability for compensation shall be limited as set forth in Section 15 of these TCR.

## 15. Limitation of liability

(a) Further claims by the Customer, particularly for damage compensation in place of performance and for other direct or indirect losses, including incidental or consequential losses, are excluded unless:

(i) ILL has fraudulently concealed a defect or provided a guarantee for a characteristic of the products;

(ii) The damage is due to ILL's intent, gross negligence, or a negligent breach of essential contractual obligations. In cases of simple negligence, liability is limited to foreseeable losses typical for this type of contract;

(iii) ILL's actions lead to personal injury or damages to health; or

(iv) ILL is liable under the Austrian Product Liability Act ("Produkthaftungsgesetz").

(b) Any liability of ILL for atypical damage, loss of profits, damage caused by defects, indirect and consequential damage and damage to third parties is excluded.

(c) Claims for damages by the Customer shall expire six months after knowledge of the damage and the damaging party, but no later than two years after the behavior of the ILL that gave rise to liability.

(d) These liability limitations apply equally to claims made against ILL's legal representatives or vicarious agents.

## 16. Nonsolicitation

The Customer shall not solicit the employment of any employee of ILL who has come into contact with the Customer in connection with the products or services provided to the Customer hereunder.

## 17. Compliance with laws

(a) The performance of each party hereunder is subject to compliance with all applicable laws.

(b) The Customer understands that exports and re-exports of ILL's products and any related software, service, technical assistance, training, and related technical data and any media in which any of the foregoing is contained (the "**Deliverables**") may be subject to Austrian, European, U.S., and foreign trade controls, customs, anti-boycott, and economic sanctions laws, regulations, rules, and orders (the "**Export Laws**"). In addition to any other remedy it may have, ILL may suspend or cancel the export, delivery, installation, or any maintenance or repair service of any Item if (a) ILL has not received all export-related documentation requested by ILL, including end-user certificates, (b) ILL has not received the governmental approvals that ILL deems to be required, or (c) ILL believes that such activity may violate any Export Laws or ILL's own compliance policies. The Customer shall only use the Deliverables for non-military peaceful purposes. The Customer shall not export, re-export, or otherwise transfer or provide any Deliverable in contravention of any applicable Export Law or any end-user certificate provided by the Customer, including to an embargoed or otherwise sanctioned country, to anyone listed on any applicable prohibited persons list published by the U.S., the UN, the EU, or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles, or missiles, or nuclear explosive or fuel cycle activities). The Customer must notify ILL before providing any technical data to ILL that is controlled under any applicable Export Law. ILL will not be liable to the Customer for any loss or expense if the Customer fails to comply with any Export Law.

(c) The Customer will comply with all applicable import laws or other restrictions or conditions respecting the import of Deliverables that are now in effect or are hereafter imposed by any government or other applicable jurisdiction. The Customer shall be responsible for obtaining any necessary import permit, license, or authorization at its sole cost and expense. The Customer shall immediately notify ILL if an import permit, license, or other authorization is required in connection with any such import.



## 18. Applicable law / Place of jurisdiction

The contract created hereby shall be interpreted and construed under the laws of Austria without regard to the choice of law provisions thereof and not including the U.N. Convention on Contracts for the International Sale of Goods. The place of exclusive (and international) jurisdiction for any and all disputes arising out of or in connection with the ILL's business relations with the Customer shall be the place of ILL's registered office. However, ILL may also sue the Customer in the place of its seat.

## 19. Severability Clause

If individual provisions of these TCR should be void or invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of any provisions which are invalid or not incorporated into the contract, primarily the statutory provisions shall apply. In all other cases, the parties shall agree on a valid provision to replace the invalid or unenforceable provision which reflects as closely as possible the original economic purpose, provided a supplementary interpretation of the contract does not have precedence or is not possible.