

GENERAL TERMS AND CONDITIONS

1. General

Any and all orders are accepted and executed by Invisible-Light Labs GmbH ("Seller") subject to these General Terms and Conditions (GTC). These GTC apply to the exclusion of all other terms. In particular, any terms and conditions of the buyer ("Buyer") shall only apply if the Seller has expressly accepted them in writing. In case of a conflict, inconsistency, or addition not expressly accepted in writing by the Seller, these GTC shall supersede the conflicting, inconsistent, or additional terms stated in Buyer's purchase 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 party purchasing equipment hereunder and Seller on the basis of these GTC, which contract cannot be modified or cancelled without the written agreement of both parties.

2. Offer / Conclusion of contract

(a) The Buyer shall receive a written offer from the Seller (the "Quotation") regarding the type and quantity of the products to be delivered. Seller's Quotations shall be non-binding and subject to change unless expressly indicated otherwise.

(b) Buyer's 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 order confirmation by the Seller. The acceptance of an order shall be by way of a written contract confirmation by Seller (including by email). If no written confirmation is issued, a contract (subject to these GTC) shall take effect by placing at disposal the products. In this case, Buyer shall waive the receipt of a written confirmation. In case of binding offers, the

contractual relationship between the parties shall come into effect upon acceptance of the Buyer.

3. Hand-over and Delivery

(a) Seller shall attempt to comply with the agreed hand-over date. All sales will be conducted on an Ex Works (EXW, Incoterms 2020) basis, with Buyer bearing full responsibility for transporting the products to the Buyer'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.

(b) Delivery shall be fulfilled by Seller when the products are made available to the Buyer at a location within the Seller's business premises to be agreed between the parties ("Delivery"). In the event of a default of acceptance and/or payment by Buyer, Seller may decline to make further Deliveries without waiving any of its rights under such order. If, despite such default, Seller elects to continue delivery, this action shall not constitute a waiver or diminish Seller's legal remedies with respect to such default or any future default.

(c) Seller reserves the right to render partial performances, provided that (i) Buyer can use the partial performance for the contractually intended purpose, (ii) the fulfillment of the remaining obligations is ensured, and (iii) Buyer 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.

(d) If delivery is delayed at Buyer's request or due to Buyer's failure to provide necessary and correct instructions or authorizations (e.g. address for delivery), or if delivery is impossible due to such reasons, Seller may (i) store the products at Buyer's risk and expense or (ii) dispose of the products for other delivery contracts. In such case, a new delivery time has to be agreed upon between the parties and the contract has to be amended accordingly, and Seller reserves the right to charge interest. In any case, Buyer 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.

(e) Any claims by Buyer for compensation due to the inability to deliver products or due to delays in delivery shall be limited as set forth in Section 15 of these GTC.

4. Title and Shipping Carrier

(a) Risk transfer shall be governed by EXW, Incoterms 2020. Therefore, risk shall pass to the Buyer when the products are handed over to the shipping carrier ex works of the Seller.

(b) The products shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as any amount outstanding in terms of these GTC has been paid, irrespective of the fact that the sold products have been delivered to the Buyer.

(c) It is further agreed between the parties that in case of any instalments not being paid in full or at all, the Seller shall be entitled to retain any amount paid by the Buyer as liquidated damages in case of the contract being cancelled.

5. Prices

(a) All price offers are subject to order confirmation and are quoted in Euro (EUR), unless expressly specified otherwise, and are net of applicable value-added tax (VAT). All prices are to be understood Ex Works (EXW; Incoterms 2020)

(b) Irrespective of any prices quoted by Seller outside of a Quotation or listed on Buyer's order, an order is accepted only at the prices shown on Seller's written Quotation. Installation of utilities required for equipment is not included in the specified price.

6. Payment terms

(a) Unless otherwise expressly agreed in writing by Seller, all payments shall be made in full in advance upon order confirmation. Any

alternative payment arrangements, such as partial payment in advance with the remainder due upon receipt of products, shall only be accepted if agreed upon in writing by Seller.

(b) Buyer shall automatically be deemed in default if payment is not received within the period specified in Seller's order confirmation or written agreement, without the need for an additional default notice. As a consequence, Seller 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. Seller reserves the right to claim additional damages resulting from such default.

(c) Should Seller determine, in its sole judgment, that Buyer's financial condition does not justify continuation of production or Delivery under the originally agreed payment terms, Seller reserves the right to require immediate full or partial payment in advance. Furthermore, if any bankruptcy or insolvency proceeding is brought by or against Buyer, Seller shall be entitled, in addition to any other legal or equitable remedies, to (i) stop or divert any Delivery in process, (ii) cancel any outstanding orders, and/or (iii) seek reimbursement for cancellation charges.

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

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 Buyer unless prior to Delivery Seller receives an appropriate tax exemption certificate from Buyer.

8. Acceptance

(a) Buyer will accept the purchased products in accordance with the provisions set forth herein. The parties will give priority to achieving acceptance, and the purchased products shall not be used by Buyer for material production, for development of new processes, or for any purposes other than achieving acceptance prior to successful completion thereof. It is the responsibility of the Buyer to ensure that all the required facilities are ready, and site preparation is completed for successful commencement of acceptance upon Delivery of the products.

(b) Buyer shall, within seven (7) days after receipt of the products, provide Seller with a written notification of (a) any shortfalls in shipment quantity, and/or (b) any failure of the products apparent upon visual inspection and/or identification testing of the products ("Apparent Defect"). Any such products shall be placed in quarantine until its status is resolved. In the event that a defect is not apparent upon visual inspection ("Hidden Defect"), Buyer shall provide Seller with immediate (within three (3) days) written notification following discovery of the alleged defect, to be accompanied by samples of any such allegedly defective product, if such samples are available. In the event of any failure by Buyer to provide Seller with written notification of any such shortfall, Apparent Defect or Hidden Defect within the aforementioned timeline, Buyer shall be deemed to have accepted the relevant products. Buyer may issue a written notification of acceptance of the delivered products before expiration of the aforementioned timeline.

After notification of a defect, Seller shall have up to ten (10) days ("Period") to show that the products 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, Buyer shall have the right to submit a new Purchase Order, which Seller shall satisfy as soon as possible using its commercially reasonable efforts.

The Seller, upon receipt of such notification, shall collect the products delivered at its own expense and risk.

9. Force Majeure

Seller 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 Seller, 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 products (including, without limitation, any related documents thereto) remain at all times exclusively and unlimited with the Seller. No rights in and to IP Rights of the Seller are granted to the Buyer.

(b) If a third-party claims that the purchased products infringe that party's IP Rights, Seller will defend Buyer against that claim and will pay all reasonable costs, damages, and attorneys' fees that a court finally awards, provided that Buyer (a) promptly notifies Seller in writing of the claim and (b) allows Seller to control and cooperates with Seller in the defense and any related settlement negotiations. If such a claim is made or appears likely, Seller at its option may obtain a license to enable Buyer to continue to use the product, may modify the product, or may replace it with one that is functionally equivalent. If Seller is unable to do either of these things within a reasonable time, Buyer may rescind the contract or claim a reasonable reduction of the purchase price.

(c) Seller shall not be liable for any claim based on (i) anything Buyer provides which is incorporated into a product, (ii) Buyer's modification of a product or use thereof other than in its specified operating environment, or (iii) the combination, operation, or use of a product with products provided by other

manufacturers or other products not provided by Seller as a system. Any claims of Buyer for compensation shall be limited in line with Section 15. The Seller's total liability for claims under this clause, including costs, damages, and attorneys' fees, shall not exceed the greater of (i) the total purchase price paid by the Buyer for the product(s) giving rise to the claim or (ii) EUR [100,000]. This liability cap does not apply to claims arising from the Seller's gross negligence or wilful misconduct.

(d) Sale of products or parts thereof does not confer on Buyer any license relating to (a) the structure of any devices to which the products or parts thereof may be applied or (b) a process or machine in connection with which they may be used.

11. Rescheduling

Buyer is not granted any rescheduling rights by Seller.

12. Cancellation

Buyer is not granted any cancellation rights by Seller.

13. Assignment

Buyer shall not assign any order or any portion thereof without the prior written consent of Seller.

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

(a) Unless these GTC (including Sections 10 and 15) provide otherwise or specify additional terms, the relevant statutory provisions shall govern Buyer's rights in the case of material or legal defects ("Sach- und Rechtsmängel").

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

(c) No warranty is provided for the products' suitability for a specific purpose or the achievement of any particular result through use of the products.

(d) No warranty is provided for all used products, including demo products.

(e) No warranty is provided for products and system 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, Buyer-supplied replacement parts, or utilities; (iii) improper operation or maintenance; or (iv) failure to perform preventive maintenance as recommended by Seller. Additionally, this warranty does not apply if any equipment or part has been modified without Seller's written permission or if any Seller serial number has been removed or defaced.

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

(g) Unless acceptance in the meaning of section 8 has been expressly agreed, Buyer is obligated to inspect delivered products promptly upon receipt and report any defects without delay. In compliance with §§ 377 and 379 of the Austrian Commercial Code, notice of defects is considered timely if submitted within five (5) working days of delivery, or within three (3) working days of discovery if the defect was not initially evident. Seller assumes no liability for defects if Buyer fails to perform timely inspection and notification.

(h) In deviation from § 933 ABGB, the limitation period for claims based on material or legal defects (including those not based on the contract) shall be 12 months from the date of delivery. If an acceptance in the meaning of section 8 has been agreed, the stipulated period shall begin upon acceptance.

(i) The sampling and sensing chip is a disposable product designed for highly sensitive measurements, and Seller 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 Seller's quality control process, this does not constitute a quality guarantee (Beschaffenhheitsgarantie) for each individual chip as per Austrian Civil Code § 922 ABGB, as 100% testing is not feasible. Buyer is solely responsible for assessing the product's suitability for its intended purpose, and Seller cannot assume liability in this regard.

(j) 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 Seller assumes no liability.

(k) Seller's liability for compensation shall be limited as set forth in Section 15 of these GTC.

15. Limitation of liability

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

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

(ii) The damage is due to Seller'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) Seller's actions lead to personal injury or damages to health; or

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

(b) Any liability of the Seller 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 Buyer shall expire six months after knowledge of the damage and the damaging party, but no later than two years

after the behavior of the Seller that gave rise to liability.

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

16. Nonsolicitation

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

17. Compliance with laws

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

(b) Buyer understands that exports and re-exports of Seller'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 "Items") 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, Seller may suspend or cancel the export, delivery, installation, or any maintenance or repair service of any Item if (a) Seller has not received all export-related documentation requested by Seller, including end-user certificates, (b) Seller has not received the governmental approvals that Seller deems to be required, or (c) Seller believes that such activity may violate any Export Laws or Seller's own compliance policies. Buyer shall only use the Items for non-military peaceful purposes. Buyer shall not export, re-export, or otherwise transfer or provide any Item in contravention of any applicable Export Law or any end-user certificate provided by Buyer, 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). Buyer must notify Seller before providing any technical data to Seller that is controlled under any applicable Export Law. Seller will not be liable to Buyer for any loss or expense if Buyer fails to comply with any Export Law.

(c) Buyer will comply with all applicable import laws or other restrictions or conditions respecting the import of Items that are now in effect or are hereafter imposed by any government or other applicable jurisdiction. Buyer shall be responsible for obtaining any necessary import permit, license, or authorization at its sole cost and expense. Buyer shall immediately notify Seller 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 Seller's business relations with the Buyer shall be the place of Seller's registered office. However, Seller may also sue Buyer in the place of its domicile.

19. Severability Clause

If individual provisions of these GTC 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.