

General Terms and Conditions of InnovationLab GmbH (hereinafter “iL”)



1. Scope

These General Terms and Conditions and the specific terms agreed to in written form (specific contract) contain the entire agreement between the parties. Specific rules apply in accordance with the nature of the contract. Any contradicting terms are hereby expressly objected to. In case of conflict between the General Terms and Conditions and the specific contract, the rules of the specific contract shall govern. The General Terms and Conditions may govern any present or future agreements of iL and the other party.

All terms and conditions contained in any prior written or oral form are hereby rejected and shall not be binding to iL. The Agreement between the Parties may only be changed upon consent of both parties in written form. Written form does include telefax and E-mail.

2. Offer and acceptance

The initial offer by iL is not legally binding. The specific contract is construed by the order of the client and the acceptance by iL. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of iL.

3. Terms of goods and services

3.1. Terms for research contracts

Definition of research under these General Terms and Conditions: the conduct of specific research services with uncertain outcome and without specified results agreed upon. An exploitable result is not guaranteed by iL.

3.1.1.

iL has to perform research services in accordance with scientific practices.

3.1.2.

Technical data (specs) are agreed upon as estimates if not stated otherwise by the parties.

3.1.3.

Properties of samples and specimens are not binding.

3.1.4.

Any information about properties, durability, quality, and other data shall construe owed properties which iL guarantees within the scope of these General Terms and Conditions. They do not construe a warranty.

3.1.5.

Client is obliged to examine exploitability of services for the purpose in the specific contract, iL is obliged to conduct the research services owed in the specific contract.

3.1.6.

Technical specifications are serving only general information and may be changed by iL without prior notice.

3.1.7.

Research services will be provided to the client after completion of the order.

3.1.8.

Client receives a non-exclusive, free of charge right of use regarding the results made under the order and the resulting filed patents as well as granted patents within the scope of the underlying order. Client reimburses an agreed upon amount of costs regarding the filing, maintenance and protection of the patent.

3.1.9.

Upon request client receives an exclusive, chargeable right of use regarding the results made under the order and the resulting filed patents as well as granted patents within the scope of the underlying order. Client may file his request in written form to iL latest 3 months after receipt of information on invention by iL.

3.1.10.

iL keeps a non-exclusive, free of charge right of use for scientific purposes and in case of results regarding the field of printing processes not being unique to the specific application of the underlying order.

3.1.11.

Client receives a non-exclusive, free of charge right of use regarding copyrights, data bases as well as know-how within the scope of the underlying order. The granting of an exclusive right of use may be granted by a separate agreement.

3.1.12.

Common inventions may be used or licensed out by a Partner only with the explicit consent of the other Partner. Consent may be granted upon reasonable compensation and cannot be rejected without good reason. In case of necessary use of background IP of iL during conduction of services, client receives a non-exclusive, chargeable right of use, unless there are no objecting obligations of iL.

3.2. Terms for manufacturing contracts

Definition of manufacturing under these General Terms and Conditions: creation of a demonstrator or prototype or any other kind of specialized good (the work) .

3.2.1.

Agreed upon properties of the composition of the work are only properties, which have been explicitly agreed upon in written form within the specific contract and its appendices. The specifications of the client are not binding to iL, unless the parties have agreed upon them explicitly. Advertisements and public announcements made by iL do not construe legally binding properties of works in context of the purpose as provided in the specific contract.

3.2.2.

Properties of samples and models are only binding if the Parties have agreed upon them in the specific contract.

3.2.3.

Any information about properties, durability, quality, and other data shall construe owed properties which iL guarantees within the scope of these General Terms and Conditions. They do not construe a warranty.

3.2.4.

Client is obliged to examine exploitability of the work for the purpose in the specific contract, iL is obliged to manufacture the services owed in the specific contract, unless otherwise agreed upon. iL does not guarantee nor may be held liable for the feasibility or usability of the work within the scope of application of the client.

3.2.5.

The information given by iL in technical drawings, spec sheets or other data in physical or digital form can be changed by iL without prior notice.

3.2.6.

Client is obliged to accept the work, if there are no severe insufficiencies. Acceptance has to be done by written protocol signed by both parties. Use of product is considered as acceptance. Acceptance is considered to be stated/given, after a reasonable period of time set by iL, unless client has explicitly objected.

3.3. Terms for Sales contracts

Definition: Sale: purchase of products with properties predefined by iL.

3.3.1.

Agreed upon properties of the composition of the product are only properties, which have been explicitly agreed upon in written form within the specific contract and its appendices. The specifications of the client are not binding to iL, unless the parties have agreed upon them explicitly. Advertisements and public announcements made by iL do not construe legally binding properties of the product in context of the purpose as provided in the specific contract.

3.3.2.

Properties of specimens and models are only binding if the Parties have agreed upon them on the specific contract.

3.3.3.

Any information about properties, durability, quality, and other data shall construe owed properties which iL guarantees within the scope of these General Terms and Conditions. They do not construe a warranty.

3.3.4.

iL does not provide nor guarantee a feasibility or usability of the product to the Partner unless otherwise agreed upon. iL does not guarantee nor may be held liable for the feasibility or usability of the product within the scope of application of the client.

3.3.5.

The Information given by iL in technical drawings, spec sheets or other data in physical or digital form can be changed by iL without prior notice.

3.3.6.

Client is responsible for proper storage and use of the ordered products. Client agrees to comply with the requirements of storage and use specified by iL. Client complies with iL's trademarks, copyrights and other associated rights.

3.3.7.

An order is executed within the standards of engineering, unless agreed upon otherwise. An order and its properties are specified by the specific contract, alternatively if not specified by the technical data provided by iL.

4. Support Services

iL performs consulting or other support services to the best of her knowledge. Client is obliged to perform its own tests on the research services, works and products regarding the scope of application, regardless information on properties, feasibility of processes and materials provided by iL.

5. Payment, taxes, shipment and delivery

5.1. Payment and taxes

5.1.1.

Price for the services and goods is the price both parties agree upon in the specific contract. Client shall pay any and all Taxes, charges, fees or duties (excluding Taxes based on iL's net income or net worth) that iL may collect on sale, transfer or shipment of the goods and services. Prices are agreed upon in Euro, unless Parties have agreed otherwise. The entire Price (Goods and additional fees) is due upon invoice. The delayed payment is a breach of contract in accordance with section 6.

5.1.2.

If payment is delayed iL will charge an interest of 9% above the standard interest of the Federal Bank of Germany (Deutsche Bundesbank). The other Party may be held liable for other or higher damages.

5.1.3.

Place of payment is the seat of iL. All oncoming fees regarding the payment are borne by the client.

5.1.4.

Bills of exchange and cheques may be accepted as payment by iL. The price is only paid when bill or cheque is cashed.

5.2. Shipment and delivery

Shipment and delivery are to be performed in accordance with the INCOTERMS applicable at the time of conclusion of the agreement. Services are performed ex work (exw), unless agreed otherwise.

6. Breach and Termination

If client breaches any term of the specific contract or any other contractual obligation in favor of iL, a) iL may choose to defer any or all further shipments or other performance under the specific contract and performance of any other contractual obligation in favor of client until client cures its breach, or b) iL may immediately terminate the specific contract if client fails to cure such breach within ten (10) days after receipt of written notice from iL describing such breach. In the event of a termination, all outstanding payment obligations or other indebtedness of client to iL shall be immediately due and payable. Acceptance by iL of less than the full amount due shall not be a waiver of any of iL's rights under the specific contract or applicable law. Notwithstanding any provision in the specific contract, iL shall have no obligation to pay any rebate, issue any credit or make any other payment of any kind to client unless client is fully in compliance with its payment and other obligations under the specific contract and any other contractual obligation in favor of iL. In addition, in the event that client fails to make any payment when due, iL shall have the right to offset any and all outstanding payment obligations

or other indebtedness of client to iL against any outstanding payment obligations or other indebtedness that iL or any of its affiliates may owe client.

7. Compliance with Law

Unless agreed upon otherwise client is responsible for compliance with the law regarding the shipment, payment, storage and usage of the goods or products.

Client agrees that he is in compliance with all applicable Laws regarding especially taxes, customs and exchange restrictions.

8. Limitation of liability

8.1. Limitations

iL may held liable only for gross negligence and intent. In case of legal liabilities iL may held liable in case of negligence. Liability is limited to the damage, which is predictable or typical. The Client may proof a higher damage. Liability does not cover any consequential, contingent, or punitive damages, nor loss of profits.

8.2. Employees, Representants, affiliates

Liability of iL includes employees, representants and other persons or affiliates working for the parties within the purpose.

9. Rights in case of defects

9.1. for services

In case services are not performed or performed with defects client may rely on his statutory rights.

9.2. for manufacturing

9.2.1.

Defects identified after acceptance, are to be reported to iL without undue delay in written form. Report has to state type and extent of defects.

9.2.2.

In case of defects reported to iL according to section 9.2.1. client has following rights:

- a) iL may choose to cure the defect or manufacture a work without defects (supplementary performance)
- b) iL reserves the right of supplementary performance twice. In case supplementary performance is unsuccessful or in case supplementary performance is deemed unreasonable for the client, client may exercise the following rights: withdrawal of contract or decrease of payment.
- c) Damages and futile expenses underlie section 8.

9.2.3.

Claims for defects expire one year after completion of performance or delivery. Periods of expiration follow statutory rules in cases of:

- a) liability for intent
- b) withholding defects in bad faith
- c) claims for loss of life, bodily harm, which are caused by negligence or intent by iL or her representatives and agents,
- d) claims for loss of life, bodily harm, which are caused by gross negligence or intent by iL or her representatives and agents and
- e) construction of buildings.

9.3. For sales

9.3.1.

Defects of product, identified in proper inspection, are to be reported to iL without undue delay in written form. Report has to state type and extent of defects.

9.3.2.

In case of defects reported to iL according to section 9.3.1. client has following rights:

- a) Client may choose to cure the defect or deliver a product without defects (supplementary performance)
- b) iL reserves the right of supplementary performance twice. In case supplementary performance is unsuccessful or is deemed unreasonable for the client, client may exercise the following rights: withdrawal of contract or decrease of payment.
- c) Damages and futile expenses underlie section 8.

9.3.3.

Claims for defects expire one year after completion of performance or delivery. Periods of expiration follow statutory rules in cases of:

- a) liability for intent
- b) withholding defects in bad faith
- c) claims for loss of life, bodily harm, which are caused by negligence or intent by iL or her representatives and agents,

- d) claims for loss of life, bodily harm, which are caused by gross negligence or intent by iL or her representatives and agents and
- e) construction of buildings.

10. Retention of Title and securities

10.1. Offset and Retention of rights

Client may only offset costs or claim any right of retention if he has undisputed legal title against iL. The client has only a right of retention for claims regarding the specific contract.

10.2. Reservation of Title

10.2.1.

Right and Title of the goods and products remain with iL until payment of total amount.

10.2.2.

After complete payment of the specific contract, right and title of the goods and products nevertheless remain with iL until all debt originating from other business relations between Partners is paid to iL.

10.2.3.

If goods and products delivered by iL are processed by client, iL is deemed the manufacturer, and holds right and title of goods and products created in the process to the amount of the value as contained in the product supplied by iL initially.

10.2.4.

If client merges, blends or combines goods or products of iL to the creation of a new product, right and title of the new product will remain with iL to the extent covering the due payment of iL.

10.2.5.

If client fulfils his obligations in time, he has right and title to goods and products within reasonable business manner. Rights and titles reserved by iL out of claims originating from sale of goods and products, are ceded to iL in anticipation. In case client processes, merges, blends or combines goods or products of iL, iL receives common right and title on products to the extent of delivered goods and products by iL. Client cedes balance claims originating from receivables of current accounts to the amount of due claims of iL to iL.

10.2.6.

On request of iL, client reports the amount of goods and products, to which iL holds right and title and ceded claims. Client has to label goods and products to which iL holds right and title and inform its clients about ceded claims.

10.2.7.

If iL received more goods or products, than 110% of the value of outstanding debt, client has the right to demand the transfer of right and title, to the value of 110% of outstanding debt. iL has the right to choose which titles are transferred.

10.3. Securities

If iL has reasonable doubt concerning the solvency of the client, iL may demand adequate securities until goods or services are provided. Furthermore, iL can change the payment dates in case they deviate from the payment date stated by the law.

11. Force Majeure

Neither iL nor client shall be responsible for any delay or failure to make or take delivery of product due to any cause beyond its reasonable control, including without limitation a) fire, storm including snow storms, blizzards or ice storms, hail, flood, strike, lockout, accident, act of war or terrorism, theft or loss of products, equipment malfunction, riot, civil commotion, embargo, b) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar government instrumentality ("Governmental Authority"), c) inability of iL to obtain any required raw material, water, electricity or other utility or energy source, equipment, labor or transportation, at prices and on terms iL deems practicable from iL's usual sources of supply, d) mechanical failure, breakage or accidents related to equipment, machinery or lines of pipe, or e) a subcontractor being impacted by any cause or circumstance described in this section. Neither party is subject to any liability to the other for failing to perform during the period such inability exists. Without limiting the generality of the foregoing, under no circumstances shall iL be obligated to purchase product from a third party for delivery to client in the event of a force majeure. Quantities so affected may, at the option of either party, be eliminated from the contract without liability, and should iL be the party relying on this force majeure provision, any time commitments imposed on iL in the contract in respect of delivery of product shall be extended by the period of time force majeure is claimed by

the iL, but the contract shall remain otherwise unaffected. A party's obligation to render timely payment shall not be excused by this provision.

12. Assignment

Survival. Client shall not assign all or any portion of the specific contract without iL's prior written consent. The specific contract shall bind and inure to the benefit of the successors and permitted assigns of the respective parties. In order that the parties may fully exercise their rights and perform their obligations arising under the specific contract, any provisions of the specific contract that are required to ensure such exercise or performance (including any obligation accrued as of the termination date) shall survive the termination of the specific contract.

13. Confidentiality

Except as required by law or with the express written consent of iL, client agrees to receive and maintain all information received from iL, including without limitation the terms of the specific contract, in confidence, using the same degree of care which the client employs with its own confidential information, provided this is no less than a reasonable standard of care, and the client will not disclose to any person or make public or authorize the disclosure of any such information and will not use such information, including without limitation the terms of the specific contract, for any purpose, except as expressly agreed to by iL in writing or in another applicable agreement between iL and client. Client acknowledges that its failure to comply with the provisions of this section may cause irreparable harm to iL which cannot be adequately compensated for in damages, and accordingly acknowledges that iL will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of this section.

14. Governing Law, Miscellaneous, Waivers

14.1. Governing Law and Jurisdiction

This Agreement is construed under and governed by the laws of the Federal Republic of Germany. The UN sales law (CISG) and law of conflict rules does not apply. Place of jurisdiction is Heidelberg, Federal Republic of Germany.

14.2. Relationship

Each Party in this agreement is acting as an independent contractor and not as a servant or agent of the other.

14.3. Headings

Headings in this General Terms and Conditions are included for ease of reference only and have no legal effect.

14.4. Language

The parties agreed upon the language of the specific contract. This applies to all relations between iL and the party of the agreement. Other languages in which the agreement may be written are not legally binding and just serve the purpose of easier understanding. If there is a conflict due to the languages the language of the specific contract shall govern.

14.5. Waivers

Any delay or omission on the part of any party in the exercise of its strict rights hereunder will not impair those rights nor will it constitute a renunciation or waivers of those rights. Any waiver by any party of any term or condition of this agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for any other instance in the future (whether similar or dissimilar) or of any subsequent breach hereof.

14.6. Severability and gaps

If any term or provision of this agreement is held to be invalid or unenforceable, in whole or in part, under any applicable rule or law, such illegality or unenforceability shall not affect the remainder of this agreement. The parties shall in good faith attempt to agree on a substitute provision or term which achieves the nearest extend possible that would have been achieved with the prior term or provision. In the event of gaps such provision shall be agreed on with good faith which comes as close as possible to the intended result of the agreement.

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