

General Terms and Conditions of Sale of Midel Photonics GmbH

1. SCOPE

1.1 General

These General Terms and Conditions of Sale ("GTC") apply to all agreements and contracts between Midel Photonics GmbH (hereinafter "Midel Photonics") and the contracting party ("Customer") concerning the provision of services by Midel Photonics ("Contract"). Deviating terms and conditions of the Customer shall not be recognized unless Midel Photonics has expressly agreed to their applicability in writing. These General Terms and Conditions of Sale apply only to businesses within the meaning of Section 310 (1) in conjunction with Section 14 of the German Civil Code (BGB). Midel Photonics and the Customer are hereinafter collectively referred to as the "Parties" and individually as a "Party."

1.2 Changes to the GTC

Midel Photonics reserves the right to amend these GTC at any time, provided that such changes do not unreasonably disadvantage the Customer. The changes shall be deemed accepted unless the Customer objects to them within six (6) weeks after notification by Midel Photonics via email to info@midel-photonics.de. In the event of changes to the GTC, Midel Photonics will specifically inform the Customer about the right to object and the significance of the deadline.

1.3 Contract Language

The contract language is German. The GTC are provided in both German and English. However, only the German version shall be legally binding.

2. CONTRACT CONCLUSION AND DELIVERY ITEM

2.1 Offers and Orders

2.1.1 Unless expressly stated otherwise, all offers from Midel Photonics are non-binding and without obligation and merely constitute an invitation to the Customer to place an order or submit an offer.

2.1.2 The Customer's order constitutes a binding contractual offer. Midel Photonics is entitled to accept the Customer's contractual offer within two (2) weeks after its receipt. A contract is only concluded upon written order confirmation by Midel Photonics.

2.1.3 If Midel Photonics submits a binding offer to the Customer in text form, Midel Photonics is bound by this offer for two (2) weeks from the offer date. In this case, the contract is concluded if the Customer accepts the binding offer in text form within the acceptance period.

2.2 Product Characteristics and Technical Changes

2.2.1 The subject of the deliveries and services by Midel Photonics is the product specified in the order confirmation. Product characteristics are only warranted if explicitly stated as such.

2.3 Until the delivery of the product, Midel Photonics may make changes to the product if these are necessary to manufacture a defect-free product, do not alter the essential characteristics of the product, and the changes are reasonable for the Customer. Midel Photonics will bear any additional costs

incurred, unless the need for technical changes arises from legal or regulatory requirements or orders outside the Federal Republic of Germany.

2.4 Public Law Obstacles to Performance

2.4.1 The Parties may refuse to fulfill their obligations under the contract to the extent that fulfillment is prohibited or impaired by applicable foreign trade law (especially export control and/or customs regulations) of the Federal Republic of Germany or the European Union (including embargoes). The Parties may also refuse to fulfill their obligations under the contract if fulfillment is prohibited or impaired by other applicable foreign trade law (under this law) related to the contract.

2.4.2 The reason for the refusal to perform must be communicated to the other contracting party without delay.

2.4.3 Claims for damages by the other contracting party due to the aforementioned prohibitions or impairments are excluded, unless these restrictions were caused by the refusing contracting party's negligence.

2.4.4 Without prejudice to any other information obligations set forth in this contract, each Party shall assist the other Party in obtaining all information and documents required to comply with the applicable foreign trade law of the Federal Republic of Germany or the European Union or any information required by authorities in this context. This obligation may particularly include information about the end customer, the destination, and the intended use of the goods and services subject to the contract.

3. DELIVERY AND DELAY

3.1 Delivery and Delivery Time

3.1.1 Delivery shall be made FCA (INCOTERMS 2020) Maarstraße 96, 53227 Bonn. The choice of transport method is at the sole discretion of Midel Photonics.

3.1.2 If the goods are shipped at the request of the Customer, the risk of accidental loss or deterioration of the goods shall transfer to the Customer upon dispatch, but no later than when the goods leave the factory/warehouse. This applies regardless of who bears the shipping costs and, in the case of partial deliveries, upon dispatch or leaving the factory/warehouse of the respective partial delivery.

3.1.3 The Supplier is entitled to make partial deliveries and partial performances as long as they are reasonable for the Customer.

3.2 Delays Due to Force Majeure

3.2.1 To the extent that delays in delivery are caused by force majeure, labor disputes, war, or natural disasters that are beyond the control of Midel Photonics, the performance periods shall be extended accordingly. This also applies to circumstances that occur with suppliers of Midel Photonics. Midel Photonics will inform the Customer immediately upon the occurrence of such circumstances.

3.2.2 If the extension of the delivery period or the postponement of the delivery date lasts for more than two (2) months, the Customer is entitled to set a reasonable deadline for Midel Photonics to fulfill the delayed delivery or performance. If Midel Photonics fails to meet this deadline, the Customer is entitled to withdraw from the contract regarding the part of the contract that has not yet been fulfilled.

3.3 Delays Due to Circumstances for Which the Customer is Responsible

3.3.1 Delays in delivery or in the acceptance of the delivery item caused by circumstances for which the Customer is responsible entitle Midel Photonics to charge the Customer for the costs incurred due to the delay. This includes, in particular, breaches of cooperation obligations, incorrect or incomplete information provided by the Customer, and delays in submitting required documents.

3.3.2 If the conditions of Clause 3.3.1 apply, the risk of accidental loss or deterioration of the delivery item transfers to the Customer at the point at which the Customer is in default of acceptance or performance.

3.3.3 Midel Photonics is entitled, after setting and the unsuccessful expiration of a deadline for the acceptance of the delivery item, to dispose of the item otherwise and supply the Customer with a new delivery deadline.

4. PRICES AND PAYMENT TERMS

4.1 Prices and Price Changes

4.1.1 All prices are net prices plus VAT at the applicable statutory rate. The prices are ex works, including packaging, but excluding transport, insurance, and assembly. If the product is modified or specially packaged at the Customer's request, the Customer will bear the additional costs incurred.

4.1.2 Midel Photonics reserves the right to adjust the prices at its reasonable discretion if cost increases arise after the conclusion of the contract, particularly due to collective bargaining agreements, energy price increases, costs related to environmental regulations, or increases in material prices, and the period between contract conclusion and delivery exceeds six (6) months.

4.1.3 In the case of delivery to foreign countries, the Customer shall bear all taxes, customs duties, and fees arising outside the Federal Republic of Germany in connection with the delivery of the contract item.

4.2 Payment Terms

4.2.1 Invoices are payable within fourteen (14) days from the invoice date without any deduction.

4.2.2 In the event of late payment by the Customer, Midel Photonics is entitled to charge default interest of 9 percentage points above the base interest rate per annum. The assertion of a higher default damage remains reserved.

4.3 Set-Off and Retention

The Customer is not entitled to offset its own claims against the claims of Midel Photonics or to assert rights of retention, unless the Customer's claims are undisputed or have been legally established.

5. RETENTION OF TITLE

5.1 Retention of Title

5.1.1 The goods supplied by Midel Photonics ("**Reserved Goods**") remain the property of Midel Photonics until the full payment of the purchase price.

5.1.2 The Reserved Goods may not be pledged or transferred as security before the full payment of the secured claims. The Customer must immediately notify Midel Photonics in writing if an application for the opening of insolvency proceedings is filed or if third-party claims (e.g., garnishments) are made against the Reserved Goods.

5.1.3 In the event of a breach of contract by the Customer, particularly in the case of non-payment of the due purchase price, Midel Photonics is entitled, in accordance with the legal provisions, to withdraw from the contract and/or demand the return of the goods based on the retention of title. The demand for return does not simultaneously constitute a declaration of withdrawal; rather, Midel Photonics is entitled to simply demand the return of the goods while reserving the right to withdraw. If the Customer fails to pay the due purchase price, Midel Photonics may only exercise these rights if Midel Photonics has previously set the Customer a reasonable deadline for payment or if such a deadline is not required under the legal provisions.

5.2 Resale and Processing

5.2.1 The Customer is entitled to resell or process the delivered goods in the ordinary course of business. If the Reserved Goods are processed by the Customer, it is done in the name and for the account of Midel Photonics. If the Reserved Goods are processed, mixed, or combined with other items not owned by Midel Photonics, it is hereby agreed that the co-ownership of the new item shall pass to Midel Photonics in proportion to the purchase price of the Reserved Goods to the objective value of the other processed items at the time of processing.

5.2.2 The Customer hereby assigns to Midel Photonics any claims arising from the resale of the Reserved Goods in the amount of the proportionate part of the invoice issued by Midel Photonics. This assignment applies regardless of whether the Reserved Goods have been resold with or without processing. The same applies to claims that replace the Reserved Goods or otherwise arise in connection with the Reserved Goods, particularly insurance claims or claims resulting from tort in the event of loss or destruction. Midel Photonics hereby accepts the assignment.

5.2.3 Midel Photonics revocably authorizes the Customer to collect the assigned claims in its own name for the account of Midel Photonics ("**Collection Authorization**"), provided that the Customer promptly forwards the incoming payments to Midel Photonics. In the event of a breach of contract by the Customer, particularly in case of payment default, Midel Photonics may revoke the Collection Authorization and request the Customer to inform Midel Photonics of the assigned claims and their respective debtors, provide all necessary details for collection, hand over the relevant documents, and notify the respective debtors of the assignment.

5.3 Release

If the realizable value of the securities exceeds the claims of Midel Photonics by more than 10%, Midel Photonics will, upon the Customer's request, release securities at the discretion of Midel Photonics.

6. WARRANTY AND LIABILITY

6.1 Customer's Warranty Rights

6.1.1 The Customer's warranty rights are subject to the condition that the Customer has properly fulfilled its inspection and notification obligations pursuant to Section 377 HGB.

6.1.2 If the delivered goods have a defect that was present at the time of the transfer of risk, Midel Photonics may, within a reasonable period, either repair or replace the goods at its discretion. If the method of remedy chosen by Midel Photonics is unreasonable for the Customer in a particular case, the Customer may refuse it. Midel Photonics' right to refuse the remedy under the statutory conditions remains unaffected.

6.1.3 The Customer shall bear the costs of an unjustified complaint about a defect, particularly the costs of inspecting the alleged defect, if the Customer knew or should have known that there was no defect.

6.1.4 Warranty claims expire after twelve (12) months from the delivery of the goods supplied by Midel Photonics to the Customer. Statutory limitation periods apply to claims for damages in cases of intent and gross negligence, as well as for personal injury, damage to health, and death resulting from intentional or negligent breach of duty.

6.1.5 Midel Photonics is not liable for the suitability of a product for a specific intended use unless expressly agreed upon by the parties.

6.2 Exclusion of Liability

6.2.1 Unless otherwise specified in these GTC, including the following provisions, we shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.

6.2.2 Midel Photonics shall be liable for damages—regardless of the legal basis—within the scope of fault-based liability in cases of intent and gross negligence.

6.2.3 In cases of ordinary negligence, Midel Photonics shall only be liable:

- (a) for damages resulting from injury to life, body, or health,
- (b) for damages resulting from the breach of a material contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in such cases, however, Midel Photonics' liability shall be limited to compensation for foreseeable, typically occurring damages.

6.2.4 The liability limitations set forth in this clause 6.2 shall also apply to third parties and in the event of breaches of duty by persons (including for their benefit) for whom Midel Photonics is responsible under statutory provisions. They shall not apply if a defect has been fraudulently concealed, if a guarantee for

the quality of the goods has been assumed, or for claims of the customer under the Product Liability Act.

7. CONFIDENTIALITY & REVERSE ENGINEERING

7.1 "Confidential Information" refers to all business and/or technical information that one party ("Recipient") receives from the disclosing party ("Discloser") and that:

7.1.1 is provided in written, recorded, graphical, or other tangible form and is marked as "confidential," "trade secret," or with a similar designation;

7.1.2 is disclosed orally and classified by the Discloser at the time of disclosure as "confidential," "trade secret," or in a similar manner, and this classification is confirmed in writing within thirty (30) days after disclosure; or

7.1.3 is received under circumstances that can reasonably be interpreted as an obligation of confidentiality.

7.2 The recipient

7.2.1 may disclose the Confidential Information only to employees, advisors, and affiliated companies who need to know such information and who have agreed in writing to confidentiality obligations that are substantially similar to those contained herein;

7.2.2 shall apply at least the same level of care in protecting the Discloser's Confidential Information as it applies to its own similar information, but in no event less than reasonable care;

7.2.3 may use the Confidential Information only in connection with its rights and obligations under this Agreement; and

7.2.4 shall, upon request of the Discloser, either return or destroy the Confidential Information, in whole or in part, at the Discloser's discretion.

7.3 Confidential Information shall remain confidential for a period of three (3) years from its disclosure. This time limitation does not apply to Confidential Information that is designated as a "Trade Secret" or otherwise qualifies as such. Software, documentation, and technical information provided by Midel Photonics (or its representatives), information regarding its products and services, and the terms of this Agreement shall be considered "Trade Secrets" of Midel Photonics, without requiring any specific designation or marking.

7.4 The recipient's confidentiality obligation shall not apply to information that

7.4.1 was lawfully in its possession or already known to it prior to receipt; are or become publicly known without the Recipient's fault;

7.4.2 becomes publicly known without any fault of the Recipient;

7.4.3 was lawfully obtained from a third party without violating any confidentiality obligation;

7.4.4 was independently developed by the Recipient's employees who had no access to such information; or

7.4.5 must be disclosed by the Recipient pursuant to a regulation, law, or court order (but only to the extent required for compliance and only after notifying the Disclosing Party) or that

the Recipient is exceptionally permitted to disclose under a regulation or law.

7.5 Confidentiality of Provided Documents

Midel Photonics retains ownership as well as usage and exploitation rights to all documents provided to the customer in connection with the order - whether in electronic form or otherwise - including, in particular, calculations, drawings, phase masks for optical elements, and simulations. These documents may not be made available to third parties unless Midel Photonics has given explicit written consent. If no contractual relationship is established, the provided documents must be returned or, if provided electronically, deleted.

7.6 Reverse Engineering

The customer is strictly prohibited from taking any measures to obtain the know-how contained in our products through observation, testing, examination, or disassembly. The customer is, in any case, obligated to refrain from reverse engineering within the meaning of Section 3(1) No. 2 of the German Trade Secrets Protection Act ("**GeschGehG**") and to ensure that third parties also do not engage in such activities.

8. INDUSTRIAL PROPERTY RIGHTS, COPYRIGHTS; LEGAL DEFECTS

8.1 Unless otherwise agreed, Midel Photonics guarantees that the products and services provided under the contract do not infringe any third-party industrial property rights or copyrights.

8.2 The customer is obligated to notify Midel Photonics in writing without delay if claims are asserted against them due to the infringement of industrial property rights or copyrights. Provided that this notification has been made and Midel Photonics retains full control over all defensive measures and settlement negotiations while the customer provides all necessary support to defend against such claims, Midel Photonics shall be liable for legitimate claims made against the customer by third parties due to an infringement of property rights caused by Midel Photonics' products when used as contractually agreed, as follows:

8.2.1 At its own discretion and expense, Midel Photonics will either modify or replace the relevant products in a way that is reasonable for the customer to avoid infringement of the property right or obtain a usage right for the affected products.

8.2.2 If modification, replacement, or obtaining a usage right is not possible under reasonable conditions, the customer shall have the statutory rights of withdrawal or price reduction but no claims for reimbursement of futile expenses.

8.2.3 Claims for damages are subject to the liability exclusions and limitations set out in Section 6.

8.3 The customer guarantees not to acknowledge any infringement of property rights towards the third party unless Midel Photonics has given written consent to such acknowledgment. If the customer ceases using the products due to a potential infringement of third-party property rights, they are obligated to inform the third party that the cessation of use does not constitute or imply an acknowledgment of an infringement.

8.4 The aforementioned obligations of Midel Photonics and the customer's claims are excluded if the infringement of property rights results from a modification of the product, a combination with other products not supplied by Midel Photonics, a use of the product beyond the contractual purpose, or any other use by the customer. This exclusion also applies if the infringement was caused by a breach of contractual obligations for which the customer is responsible.

8.5 For other legal defects, the provisions of Section 6 apply accordingly. Any further claims by the customer against Midel Photonics due to a legal defect that are not covered by Sections 6 or 7 are excluded.

9. MISCELLANEOUS

9.1 Jurisdiction and Applicable Law

This contract is governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

The exclusive place of jurisdiction for all claims and obligations arising from this contract and the business relationship between Midel Photonics and the customer is – to the extent legally permissible – Bonn.

9.2 Written Form and Electronic Communication

All agreements between Midel Photonics and the customer, including any amendments or supplements to this agreement, must be made in writing. These may also be transmitted in electronic form.