

## 1. Scope of application

**1.1** The following General Terms and Conditions of dosmatix shall apply to all business transactions between dosmatix and the contracting party (hereinafter: the "Customer"), even where not expressly agreed upon again. They shall govern all offers made by dosmatix to the Customer and contracts entered into with the Customer.

**1.2** dosmatix does not accept any terms and conditions of the Customer that conflict with or deviate from these General Terms and Conditions, unless dosmatix has expressly confirmed their validity in writing.

**1.3** These General Terms and Conditions shall also apply where dosmatix executes its delivery to the Customer without reservation despite being aware of conflicting or deviating terms and conditions of the Customer.

**1.4** The content and scope of the services agreed upon shall be defined by (in the following order of priority): (i) any individual agreement, including annexes, concluded between dosmatix and the Customer; (ii) an order confirmation; (iii) supplementary description of services, including any user manuals and technical specifications delivered to the Customer; (iv) these General Terms and Conditions; and (v) the statutory provisions. No other agreements shall be deemed to exist between the Parties.

**1.5** Offers made by dosmatix based on these General Terms and Conditions shall be directed exclusively to entrepreneurs and commercial resellers, but not to consumers.

**1.6** The German Contracting and Procurement Regulations for Construction Services (VOB) shall not apply.

## 2. Conclusion and subject of the Agreement

**2.1** Offers made by dosmatix shall be non-binding and subject to change. This shall also apply to offers contained in brochures, advertising, and other promotional material. dosmatix reserves the right to make technical changes within the limits of technical progress and reasonableness. Information provided in catalogues or on websites shall be deemed non-binding and, where applicable, not up to date in this sense.

**2.2** Offers in dosmatix's online shop shall not be deemed to constitute binding offers to conclude an Agreement. They shall be understood as a mere invitation for the Customer to submit an offer regarding the respective item.

**2.3** The Customer can only place orders in dosmatix's online shop following successful registration. After successful login, the Customer can select a product from the product range. By clicking the "Submit order" button, the Customer shall be deemed to have placed a binding order. The order can only be placed where the Customer has accepted these General Terms and Conditions beforehand. dosmatix will promptly confirm the receipt of the Customer's order by sending an order confirmation or invoice to the Customer's email address. If, during the technical verification of the Customer's information, dosmatix should conclude that the order cannot be executed at all or not subject to the agreed terms, dosmatix will inform the Customer thereof and, where required, submit a revised offer. In this case, both Parties shall have an extraordinary right to withdraw from the Agreement.

**2.4** The receipt of an order by telephone or fax shall not be deemed to constitute binding acceptance on the part of dosmatix. In this case, the Agreement shall be deemed concluded upon an order confirmation being sent by dosmatix.

**2.5** dosmatix shall be granted a period of two (2) weeks to accept the contractual offer contained in the order. The order shall be deemed accepted where a corresponding invoice is issued within this period.

**2.6** The Agreement shall be concluded with the proviso of correct and proper delivery to dosmatix by its own suppliers. The Customer will be promptly informed in the event of unavailability or only partial availability of the goods. In the case of unavailability, any consideration already provided by the Customer will be promptly refunded.

**2.7** The products and services specified in the order confirmation shall be deemed to represent the subject of the Agreement.

**2.8** Where dosmatix manufactures tools as part of the execution of the Agreement, the Customer shall acquire no rights in respect of any such tools, in particular, no rights to surrender or refund. The tools shall remain the property of dosmatix. dosmatix may scrap the tools two years after dosmatix's last delivery to the Customer concerning the respective order.

**2.9** Following order confirmation, any changes and additions to the order desired by the Customer shall require a separate agreement between the Parties.

## 3. Cost estimates

**3.1** Unless otherwise agreed between the Parties, dosmatix may invoice the costs for a cost estimate prepared due to changes to the agreed services that are requested by the Customer following order confirmation.

**3.2** Cost estimates shall be non-binding and shall refer exclusively to the information available to dosmatix at the time they are prepared. dosmatix does not accept any liability for the correctness of the cost estimates.

**3.3** If it becomes evident that a cost estimate will be exceeded by 20% or more, dosmatix will promptly inform the Customer thereof in writing or in text form.

**3.4** The Customer shall be permitted to terminate the individual agreement where a cost estimate is exceeded by more than 20%. Notice of termination must be given in writing.

## 4. Prices and terms of payment

**4.1** Prices shall be subject to change. They are net prices in euro and apply FCA as defined in Incoterms 2020. The prices do not include the statutory value-added tax, which will be shown separately on the invoice in the amount applicable on the day of invoicing.

**4.2** Invoices issued by dosmatix shall be payable without deduction and due within 14 days of the invoice date. Payments must be made in euro. In order for a payment to have a debt-discharging effect, it must be made exclusively to the account specified on the invoice.

**4.3** dosmatix may request partial payments and advance payments for services agreed upon. Services shall be invoiced in accordance with the provisions of the individual agreement. Invoices can also be issued where dosmatix is in default of acceptance.

**4.4** Bills of exchange shall only be accepted with prior written consent and solely for payment purposes, subject to the possibility of discounting. Where letters of credit, cheques, or other payment instructions are accepted by dosmatix after prior written consent, the Customer shall bear the costs of opening and confirming (where applicable), as well as discounting and collection. Payment shall be deemed timely where the invoice amount is irrevocably credited to dosmatix's account within the specified period.

**4.5** If the payment period is exceeded, the Customer shall be deemed to be in default without further notice being required. Payment shall be deemed timely where the invoice amount is received by the paying agent designated by dosmatix within the specified period.

**4.6** All matters not mentioned above shall be regulated by the statutory provisions regarding the consequences of the default of payment.

**4.7** The Customer may only offset its counterclaims against those of dosmatix where such counterclaims are legally established, undisputed, or have been accepted by dosmatix. The Customer shall only be authorised to exercise a right of retention insofar as its counterclaims are based on the same contractual relationship.

**4.8** Notwithstanding any provisions of the Customer to the contrary, dosmatix shall be entitled to first credit payments against older claims from the ongoing business relationship to which dosmatix may be entitled from the Customer. Where costs and interest have been incurred as a result of default, dosmatix shall be entitled to first credit payments against the costs, then against the interest, and finally against the principal claim.

**4.9** In the case of foreign orders, payments must be made in euro to the specified paying agent. Costs incurred by dosmatix's paying agent shall be reimbursed by the Customer.

**4.10** Should the Customer's financial situation be found to jeopardise the fulfilment of its existing or future payment obligations (in particular, but not limited to, where: (i) the Customer suspends its payments, (ii) insolvency proceedings are initiated against the Customer's assets or an application to initiate such proceedings is filed or refused due to insufficient assets, (iii) seizures or enforcement measures have been effected against the Customer, (iv) bills of exchange or cheques have been protested, or (v) direct debit returns occur, including in the Customer's relationship with third parties), dosmatix shall be entitled to withhold performance of the Agreement until such a time as, at dosmatix's discretion, an advance payment of the agreed fee or consideration has been made, or reasonable security has been provided. This shall also apply where the Customer is in default of payment repeatedly (in at least two (2) consecutive calendar months or in three (3) calendar months within a period of twelve (12) months), giving rise to reasonable doubt about the Customer's solvency or creditworthiness.

## **5. Assembly services, cooperation obligations**

**5.1** The installation and assembly of the goods at the respective installation site must be separately commissioned and paid for by the Customer. Unless otherwise agreed in the individual agreement, services provided in this respect shall be invoiced on an hourly basis and for materials consumed (time and material basis).

**5.2** The Customer shall be responsible for preparing the installation site at its own expense. This shall include, but not be limited to, ensuring that (i) access to the installation site is unobstructed and adequately sized; (ii) the installation area is clean and has a foundation with a size and load-bearing capacity that is adequate for the goods; (iii) any relevant building and regulatory requirements are observed; and that (iv) the installation site meets the necessary technical requirements for the commissioning and ongoing operation of the goods (e.g., is equipped with power supply and internet connectivity).

**5.3** The Customer shall be obliged to provide dosmatix with the necessary data and plans of the installation site that are required for the assembly, including information on the location of gas, water and power lines, existing connections, as well as other data which is necessary and relevant for the performance of the services.

**5.4** The Customer shall be required to (i) provide dosmatix with access to the installation site on the date agreed for the provision of assembly services; (ii) designate an employee who has the necessary knowledge about the project, can obtain required information, make decisions, and assist dosmatix in performing its services; (iii) coordinate the assembly services with other trades at the installation site to avoid delays; and to (iv) provide the necessary cooperation services and resources required, such as water, power and a stable internet connection, on the service dates agreed upon, at the Customer's own expense. Additional cooperation services may be specified in the individual agreement or the description of services.

**5.5** Where the services cannot be completed in one day, the Customer must provide dosmatix with a secure storage space for materials and tools.

**5.6** The Customer must ensure that dosmatix's employees can access and use the Customer's rest areas whilst performing their services.

**5.7** The Customer will provide dosmatix with any relevant requirements and operational instructions applicable at the installation site in a timely manner prior to the scheduled date.

**5.8** The dates agreed upon for assembly shall be binding. Should a scheduled date be cancelled by the Customer less than fifteen (15) working days prior to the agreed date, the Customer shall be required to pay the full fee.

## **6. Packaging, transfer of risk, shipping**

**6.1** dosmatix shall be at liberty to select the shipping and packaging

methods and will charge the Customer for the packaging separately. The Customer shall be responsible for disposing of the packaging material.

**6.2** Where the Customer requests non-standard packaging, at dosmatix's discretion, the Customer must either bear the additional costs thus incurred or return the empty packaging (which remains the property of dosmatix) in a condition suitable for reuse at no cost or expense to dosmatix. Where the Customer fails to make the return within three (3) months after delivery, the Customer shall bear the costs of packaging.

**6.3** If, due to circumstances attributable to the Customer, shipping or acceptance is delayed or rendered impossible without fault on the part of dosmatix, the risk shall be transferred to the Customer upon notification of readiness for shipping or acceptance. The Customer shall be liable for all resulting damage and additional costs.

**6.4** In the event of default of acceptance, the Customer must pay storage fees amounting to 0.5% of the respective delivery value for each commenced month of default, starting from the first full month after dosmatix's notice of readiness for shipping. Storage fees shall be capped at 5% of the delivery value, unless dosmatix can demonstrate additional damages due to the Customer's gross negligence or wilful misconduct.

**6.5** Upon receipt of the goods from the carrier, the Customer must inspect them for any visible damage. Visible damage should be recorded in the handover protocol in writing. dosmatix must be promptly informed of any discovered damage.

## **7. Terms of delivery**

**7.1** Unless otherwise specified in the individual agreement, delivery shall be made FCA (Incoterms 2020).

**7.2** Delivery times stated in the individual agreement shall be deemed to represent non-binding estimates.

**7.3** Compliance with "binding delivery times" that have been confirmed in writing shall be contingent upon proper and timely self-delivery by dosmatix's own suppliers.

**7.4** Binding delivery dates and times confirmed in writing shall be considered met if, by their expiry, the goods have left dosmatix's warehouse or if, where the goods cannot be dispatched without fault on the part of dosmatix, notification of readiness for shipment has been provided.

**7.5** The delivery period stated by dosmatix will only commence once the Customer has fulfilled its obligations from the entire business relationship in a timely and proper manner, all technical issues have been clarified and all cooperation obligations by the Customer have been fulfilled.

**7.6** dosmatix shall be entitled to make partial deliveries, provided that the Customer is not unreasonably disadvantaged as a result. Any additional costs thus incurred will be borne by dosmatix.

**7.7** The delivery period shall be reasonably extended where, despite exercising reasonable care, dosmatix is prevented from fulfilling its obligations due to force majeure, especially as a result of unforeseeable, extraordinary circumstances such as war, civil unrest, terrorist acts, confiscation, measures under the Infection Protection Act, or further measures by public authorities, strikes, lockouts, as well as other labour disputes, a general shortage of raw materials, consumables and supplies, machinery damage, machinery breakdown, and further operational disruptions, natural events, armed conflicts, or any other circumstances not attributable to dosmatix that can only be eliminated with unreasonable effort, even if such should affect dosmatix's suppliers and subcontractors. If, in these cases, dosmatix finds it impossible to deliver and perform, dosmatix shall be released from its performance obligations.

**7.8** Where the Customer is in default of acceptance or culpably violates other cooperation obligations, dosmatix shall be entitled to demand compensation for the damage thus incurred, including any additional expenses. Further claims or rights of dosmatix shall be reserved.

**7.9** dosmatix shall be liable in accordance with the statutory

provisions if the default of delivery is based on a wilful or grossly negligent contractual breach attributable to dosmatix. Any fault on the part of dosmatix's representatives or vicarious agents shall be attributed to dosmatix. Where the default of delivery is based on a wilful or grossly negligent contractual breach attributable to dosmatix, the liability for damages shall be limited to the foreseeable, typically occurring damage.

**7.10** dosmatix shall also be liable in accordance with the statutory provisions where the default of delivery attributable to dosmatix is based on a culpable violation of an essential contractual obligation. In this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.

**7.11** If the Customer requests acceptance of the goods at dosmatix's works or if such acceptance has been agreed upon, the Customer shall bear the associated costs.

## **8. Creditworthiness**

**8.1** dosmatix's delivery obligation shall be contingent upon the Customer's creditworthiness. If, following conclusion of the Agreement, dosmatix should receive information indicating that a loan in the amount of the order volume is not secured, notwithstanding any agreements to the contrary, dosmatix shall be entitled to request advance payments or security deposits.

**8.2** In the event of negative credit reports that raise doubts about the Customer's ability to fulfil its contractual obligations, dosmatix shall be entitled to terminate existing agreements for good cause. The Customer shall bear the damages thus incurred by dosmatix. This shall also apply, in particular, if enforcement measures are taken against the Customer's assets, an application to initiate insolvency proceedings is filed or such proceedings are initiated.

**8.3** Furthermore, dosmatix shall be entitled to terminate the contractual relationship without notice if the Customer is in default with one its obligations under the contractual relationships between the Parties fails to remedy the default within the period granted, despite having been issued with a reminder.

## **9. Acceptance of Work Performances**

**9.1** If Dosmatix provides work services, Customer must perform the acceptance test within two weeks of receipt of a request for acceptance from Dosmatix in text form and provision of the services. Within this period, the Customer must inspect the service for compliance with the order and report any defects at least in text form.

**9.2** In the event of a notice of defects, Dosmatix shall examine these and remedy any defects identified. After completion of the defect rectification services, the procedure pursuant to clause 9.1 shall be repeated. Dosmatix is authorised to participate in each acceptance procedure.

**9.3** The services shall be deemed to have been accepted if (i) the Customer does not refuse acceptance in writing within two weeks of notification of readiness for acceptance and provision of the service, indicating any existing defects, or (ii) the Customer uses the services in whole or in part for their intended purpose without indicating any defects.

**9.4** The Customer may not refuse to accept the services due to insignificant defects. An insignificant defect within the meaning of this provision is a defect that does not restrict the use of the service results for their intended purpose.

**9.5** Dosmatix is authorised to provide self-contained partial services for acceptance.

## **10. Warranty, liability, recourse**

**10.1** The Customer's warranty rights require that the Customer must duly comply with its inspection and notification obligations pursuant to Section 377 of the German Commercial Code (HGB) and promptly report any identified defects to dosmatix.

**10.2** Changes to the performance of the services as well as other

changes in line with technological progress shall not be deemed to constitute defects.

**10.3** If operating or maintenance instructions are not observed, changes are made to the goods, parts are processed or replaced by the Customer or unauthorised third parties, or if the Customer or an unauthorised third party performs other work on the goods, the warranty shall be void insofar as the defect has arisen as a result thereof. The same shall apply to defects arising from excessive use or improper handling that deviates from the product specifications.

**10.4** Unless otherwise agreed and instructed, recommendations as well as quantities and measurements provided by dosmatix shall generally be interpreted as non-binding. dosmatix assumes no liability whatsoever for the accuracy of the information provided.

**10.5** Where a defect is present, dosmatix will, at its discretion, either remedy the defect or make a replacement delivery. dosmatix shall bear the costs of spare parts and labour associated with the remedial performance.

**10.6** If defects are present in less than 5% (five percent) of the total order, subsequent improvement or replacement will only be performed if, as a result of the defect, the Customer cannot reasonably be expected to make any use of the goods. Otherwise, a reasonable reduction of the agreed purchase price will be granted. Where a replacement delivery is made, the Customer must return the defective parts to dosmatix.

**10.7** At the request of dosmatix, the Customer must send samples of the defective goods within two (2) weeks of the defect notification being made to dosmatix.

**10.8** Should dosmatix be unsuccessful in its supplementary performance within a reasonable period allowing for at least two subsequent improvement attempts, the Customer shall be entitled to grant dosmatix a final reasonable grace period also allowing for at least two further subsequent improvement attempts. Should subsequent improvement within the final grace period be unsuccessful, the Customer shall be entitled to choose between a reduction of the fee or withdrawal from the Agreement. This shall not apply if dosmatix refuses subsequent improvement without justification or unduly delays it.

**10.9** dosmatix shall be liable in accordance with the statutory provisions for a culpable breach of essential contractual obligations. Liability for breaches of non-essential contractual obligations caused by ordinary negligence shall be excluded.

**10.10** Insofar as the Customer is entitled to damage compensation in lieu of performance, dosmatix's liability shall generally be limited to compensation for foreseeable, typically occurring damage.

**10.11** Liability for injury to life, body, or health shall remain unaffected. The same shall also apply to mandatory liability under the German Product Liability Act as well as liability in the event of fraudulent concealment of a defect or the assumption of a guarantee.

**10.12** Unless expressly agreed otherwise in writing or in text form, dosmatix shall provide no guarantee, beyond the statutory rights to remedial performance, in respect of the quality of the item or the item retaining a specific quality for a certain duration.

**10.13** Any further liability, regardless of the nature of the claim asserted, shall be excluded. In particular, dosmatix shall not be liable for any damage not occurring to the goods themselves, such as lost profits or other financial losses.

**10.14** Where liability is excluded or limited, this shall also apply to the personal liability of dosmatix's employees, workers, staff, representatives, and vicarious agents.

**10.15** Liability for defects shall be excluded where the Customer has failed to grant dosmatix an opportunity for subsequent improvement or replacement within a reasonable period.

**10.16** If, upon inspection of the defect report, it is concluded that no warranty case exists, the costs incurred during the inspection shall be borne by the Customer.

**10.17** Warranty claims in respect of delivered goods shall expire after 12 months, calculated from the transfer of risk. The warranty period for work

services is 12 months, beginning on the date of acceptance. This shall not apply in cases of wilful or grossly negligent conduct on the part of dosmatix or in cases of injury to the Customer's life, body, or health.

**10.18** The warranty period for building-related services shall be 5 years. To the extent that liability is not excluded for slight negligence in the event of damages not based on injury to the Customer's life, body or health, such claims shall expire within one year starting from the time the claim arises.

**10.19** Upon purchase of products, a fixed discount of 5% on the manufacturer's suggested retail price shall be granted to the Customer as settlement of any recourse claims by the Customer under Section 445a of the German Civil Code (BGB). This shall constitute a settlement of any recourse claims by the Customer.

## 11. Retention of title

**11.1** dosmatix shall retain the title to the delivered goods until all claims from the business relationship with the Customer have been paid in full.

**11.2** Where the Customer is in default of payment or becomes insolvent, dosmatix shall be entitled to demand the return of the delivered goods. dosmatix's demand to return the delivered goods shall be deemed tantamount to a withdrawal from the Agreement. Following repossession of the delivered goods, dosmatix shall be entitled to sell them. The proceeds from the sale, less reasonable costs of sale, will be offset against the Customer's liabilities.

**11.3** In the event of seizures or other interventions by third parties, the Customer must inform dosmatix thereof immediately in writing, thus allowing dosmatix to take legal action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). If the third party is unable to reimburse dosmatix for the judicial or extrajudicial costs of a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable for the costs thus incurred by dosmatix.

**11.4** The Customer shall be authorised to resell the delivered goods in the ordinary course of business. The Customer hereby assigns to dosmatix all claims against its customers or third parties in the amount of dosmatix's claim (including value-added tax) that arise for the Customer from the resale, regardless of whether the delivered goods are resold without or after processing. The Customer shall remain authorised to collect the claim even after the assignment. dosmatix's authority to collect the claim itself shall remain unaffected. However, dosmatix undertakes not to collect the claim as long as the Customer uses the proceeds thus received to satisfy the Customer's payment obligations, is not in default of payment and, in particular, no application to initiate arrangement or insolvency proceedings has been filed, and no payments have been suspended. However, should the foregoing be the case, the Customer undertakes to inform dosmatix of the assigned claims and their debtors, to provide all the information required for collection, and to furnish the relevant documentation.

**11.5** If the Customer processes or alters the delivered goods, this shall always be understood to be done on dosmatix's behalf. Where the delivered goods are processed together with other items that do not belong to dosmatix, dosmatix shall acquire co-ownership of the new item in the ratio of the value of the goods (total invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same provisions shall apply to the item resulting from such processing as to the goods delivered subject to retention of title.

**11.6** If the delivered goods are inseparably combined with other items that do not belong to dosmatix, dosmatix shall acquire co-ownership of the new item in the ratio of the value of the goods (total invoice amount, including VAT) to the other processed items at the time of the combination. If the items are combined in such a way that the Customer's item is to be regarded as the main item, it is hereby agreed that the Customer shall be deemed to transfer proportionate co-ownership of the new item to dosmatix. The resulting sole ownership or co-ownership shall be held by the Customer on dosmatix's behalf.

**11.7** Where so requested by the Customer, dosmatix undertakes to

release securities to which it is entitled if their realisable value exceeds the claims to be secured by more than 10%. dosmatix shall be at liberty to select the securities to be released.

## 12. Industrial property rights

**12.1** dosmatix shall retain ownership of all copyright and rights of exploitation in respect of work plans, construction drawings, presentations (for example, for manufacturing processes), as well as all illustrations, drawings, records, construction and circuit diagrams, and other documents, whether in written or electronic form, which are created by dosmatix and delivered to the Customer in the context of order fulfilment. They may not be made accessible to third parties or exploited by the Customer without dosmatix's permission. At the request of dosmatix, they must be returned with an assurance that no copies have been made. The Customer shall also be required to impose the same obligation on its employees. The Customer shall be liable for any use of the information in the Customer's possession that conflicts with these Terms and Conditions.

**12.2** Unless otherwise agreed in writing, dosmatix shall assume no liability for any violation of third-party industrial property rights by the delivered goods. The Customer shall be obliged to promptly inform dosmatix if any violation of industrial property rights is alleged against the Customer.

**12.3** If software is included in the scope of delivery, the Customer shall be granted a non-exclusive, non-transferable right to use the delivered software, including its documentation, as well as the updates, upgrades and extensions delivered in connection with the software, to the extent necessary for the proper operation of the goods in accordance with the provisions of the user manuals delivered to the Customer.

**12.4** The aforementioned right of use shall apply exclusively with regard to the delivered goods with which the software is supplied. The Customer shall not be permitted to use the software in isolation or in conjunction with other devices and products.

**12.5** The Customer shall not be entitled to any further use, including modification, editing, reproduction, translation of the software, as well as conversion of object code into source code.

**12.6** The usage restrictions shall also include access by the Customer at the system level for the purpose of modifying factory-set parameters, functions, and usage restrictions, unless the guaranteed characteristics of the goods are affected by these restrictions.

**12.7** The Customer shall be responsible for ensuring that no execution drawings and change requests submitted by the Customer in respect of the goods violate any third-party property rights. dosmatix shall not be obliged to verify whether the submission of offers based on the supplied execution drawings would violate third-party property rights in the event of execution. If, nevertheless, dosmatix incurs liability, the Customer shall indemnify dosmatix against any recourse claims. If third parties should prohibit the manufacture and delivery of such items by invoking property rights in particular, dosmatix shall be entitled, without being required to undertake a legal assessment, to cease any further activities in this regard and, where the Customer is found to be at fault, to claim damages.

## 13. Confidentiality

**13.1** Any information relating to the other contracting party as well as their customers or other partners of which the Parties become aware during the execution of this Agreement, as well as any knowledge acquired by the Parties in the course of their collaboration regarding matters of, for example, a technical, business or organisational nature, must be treated as confidential by the Parties. Neither during the term of the Agreement nor within a period of two (2) years after the termination of this Agreement shall any knowledge acquired by the Parties be exploited, used, or made accessible to third parties without the prior written consent of the party in question. The use of any such information obtained shall be limited to what is strictly necessary for the execution of this Agreement.

**13.2** The Parties shall exercise the same level of due diligence in protecting each other's know-how as that applied by them to their own confidential information, but in any case, at least the due diligence of a prudent businessman.

**13.3** This confidentiality obligation shall apply in respect of all know-how, including all documents, materials, drawings, data and items that the Parties have provided and/or will provide to each other.

**13.4** The receiving party shall not be entitled to use the know-how for its own purposes or for the purposes of third parties. Likewise, the receiving party shall be prohibited from applying for industrial property rights in respect of the know-how or parts thereof.

**13.5** For each breach of the present confidentiality obligation, the breaching party undertakes to pay a contractual penalty of EUR 25,000.00, which shall not be credited against any damages incurred by the injured party as a result of the breach. The defence of continuation of an offence shall be excluded.

**13.6** This confidentiality obligation shall not apply to (i) know-how that is independently developed by the receiving party; (ii) know-how provided to the receiving party by a third party without a breach of a confidentiality agreement; (iii) know-how that is publicly known at the time of disclosure or (iv) that subsequently becomes known to the public without limitation; or (v) where disclosure is ordered by a final decision of a competent authority or a final judgement of a competent court. The affected party will inform the other party about an official or court order as soon as it becomes aware that such an order could be issued, and about the proceedings in question. Upon request, the party subject to a disclosure obligation will grant the other party any authorisation necessary to initiate proceedings that it deems appropriate to protect its confidentiality interests. The party which relies on the existence of any of the aforementioned exceptions shall bear the burden of proof in respect of the existence of the respective exception.

#### **14. Data protection**

**14.1** dosmatix shall use the personal data (name, address, email address, telephone number) provided by the Customer confidentially and in accordance with the provisions of the Federal Data Protection Act, the German Telemedia Act, and the General Data Protection Regulation (GDPR). The data necessary for order processing is stored and, if necessary, passed on to vicarious agents as part of the order execution. Such processing is based on Article 6 (1) (b) of the GDPR.

**14.2** dosmatix might forward data to third parties for the purpose of fulfilling its contractual services. However, it will only send such data in non-anonymised form where it has concluded agreements with the respective companies as defined in Article 28 of the GDPR which satisfy the requirements of the law for order data processing.

**14.3** dosmatix will not forward data to third parties located in a country outside the European Economic Area which does not offer an adequate level of protection in accordance with Regulation (EU) 2016/679 unless dosmatix has concluded standard contractual clauses with the said third party in accordance with Decision (EU) 2021/915 of the European Commission.

**14.4** If the Customer delivers goods received by it to third parties, the Customer shall be obliged to obtain the consent of their end customer to the transmission of their personal data to dosmatix and the processing of such data by dosmatix for the purpose of ensuring proper maintenance and inspection of the delivered products by dosmatix.

#### **15. Subcontractors**

**15.1** In providing its services, dosmatix shall be entitled to use subcontractors at its discretion.

**15.2** If dosmatix is designated as the service provider in these Terms and Conditions or the order confirmation, this shall also be deemed to include the provision of services by any subcontractors.

#### **16. Assignment**

**16.1** The Customer shall not be entitled to assign its rights and obligations under an agreement concluded between the Parties, either in whole or in part, without the prior written consent of dosmatix.

**16.2** dosmatix shall be permitted to assign its rights and obligations, in particular, to companies affiliated with it within the meaning of Sections 15 et seq. of the German Companies Act (AktG).

#### **17. Place of performance, place of jurisdiction, applicable law**

**17.1** The place of performance shall be the registered office of dosmatix.

**17.2** The exclusive place of jurisdiction for all current and future claims arising from the business relationship shall be the registered office of dosmatix. However, dosmatix shall also be entitled to sue the Customer at the Customer's registered office.

**17.3** The law of the Federal Republic of Germany shall apply to the exclusion of the CISG.

#### **18. Final provisions**

**18.1** Changes and additions to these Terms and Conditions shall only be effective if recorded in text form as defined in Section 126 b of the German Civil Code (BGB). This shall also apply to a waiver of this text form clause.

**18.2** Should a provision of these Terms and Conditions be or become invalid or unenforceable, or should these Terms and Conditions be found by the Parties to contain a regulatory gap, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, or with a view to closing the regulatory gap, an appropriate provision shall apply. As far as legally possible, the provision shall most closely reflect what would have been intended by the Parties if they had taken account of the issue upon conclusion of the Agreement or upon subsequent inclusion of the respective provision. In this case, the Parties will agree on such a valid or enforceable provision or such a provision to close the regulatory gap that best serves the purpose and intent of the Agreement pursued by the Parties at the time of signing, both in economic and legal terms.