General Selling and Delivery Terms

of

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§ 1 Scope

(1) These selling and delivery terms (hereinafter also referred to as the "terms") shall be valid exclusively in relation to companies, legal persons under public law or a special government fund in the meaning of Section 310 (1) of the German Civil Code (BGB). Any type of business terms of our customers (hereinafter also referred to as the "Customer" or "Customers") or third parties shall not be applicable, including if we do not contradict their validity in an individual case. Even if we refer to a letter that contains the business conditions of the Customer or a third party or refers to such, or if we unconditionally accept the orders in the knowledge of existing business terms, this does not substantiate any acceptance on our part of the validity of such business terms.

(2) In their respective version, these terms shall also apply as a master agreement for all future business with the Customer, to the extent that they relate to legal transactions of a related type, even if they have not yet been separately agreed, and without us requiring to refer to them again in each individual case. The respective current version can be downloaded from **www.va-q-tec.com**.

(3) Rights to which we are legally entitled above and beyond these terms shall remain unaffected.

(4) In case of contradictions between the German and the English version of these Terms, the German version shall prevail.

§ 2 Offer and contractual arrangement

(1) All of our offers shall be non-binding and without any obligation unless by way of exception they are expressly designated as binding offers.

(2) If an order is to be regarded as an offer pursuant to Section 145 of the German Civil Code (BGB), we can accept it within two weeks.

(3) The written concluded agreement including these terms shall alone be decisive for the legal relationships between us and the Customer. This shall reproduce in full all arrangements between the

contractual parties in relation to the contractual object. Verbal commitments given by us before the contract is concluded shall not be legally binding to the extent that they do not form part of the content of the written contract.

(4) Supplements and amendments to this contract, including these terms, shall require written form to be effective. Apart from the Management Board or expressly nominated and correspondingly authorised individuals with managerial functions, our employees are not entitled to enter into verbal arrangements that diverge from this.

(5) Communication by telecommunications, especially by telefax or email, shall satisfy the requirement for written form, to the extent that the copy of the signed declaration is forwarded.

(6) Our information about the object of the delivery or service (e.g. weights, measures, consumption levels, load-bearing capacity, tolerances and technical data) as well as our related presentations of the same shall provide only an approximate reference, unless the usability for the contractually intended purpose presupposes a precise consistency. They shall not comprise guaranteed characteristics, but shall instead comprise descriptions and designations of the delivery or service. Expressly standard trade differences as well as those occurring based on legal regulations or representing technical improvements or the replacement of components and substances with equivalent components and substances shall be permissible.

§ 3 Provided documents and materials

We reserve all ownership rights and copyrights to all documents or materials, such as offers, calculations, drawings, designs, calculations, prospectuses, catalogues, samples, models, tools and other documents or operating resources etc. Such documents and materials may not be made accessible to third parties unless we issue our express related written consent to the Customer. They may not be utilised or reproduced by the Customer either for the purposes of third parties or at the instigation or by third parties with the knowledge or toleration of the Customer. To the extent that we do not accept the Customer's offer within the period of Paragraph 2, these documents and materials are to be returned to us immediately.

§ 4 Prices and payment

(1) Unless otherwise agreed in writing, our prices shall be valid Free Carrier (INCOTERMS 2020 FCA) in each case at our Kölleda or Würzburg plants excluding packaging and plus value added tax at the respective statutory level applicable on the invoice date. Packaging costs shall be billed separately.

(2) Our prices shall be valid for the performance and delivery scope specified in the order confirmation. Additional and/or special services shall be invoiced separately.

(3) To the extent that the agreed prices are based on our list prices, no fixed-price arrangement was made, and the delivery is not to occur until more than four months after the contract is concluded, our list prices valid on delivery shall be applicable (in each case less any agreed percentage or fixed rebate). Equally, we shall then reserve the right to appropriate price adjustments due to changes in costs for wages, materials and distribution for such deliveries.

(4) The payment of the purchase price is to be made exclusively to the account we specify. Deducting discounts shall be permissible only in the case of special written agreement.

(5) Unless agreed otherwise, the purchase price is to be paid within 10 days after delivery. The payment shall be deemed to have occurred on the date on which we are able to dispose of the owed amount. Default interest payments of 9 % above the respective basis interest rate per annum shall be invoiced. The right to enforce a higher default loss shall be reserved.

§ 5 Rights of retention

The Customer shall be authorised to exercise the right of retention only to the extent that its counterclaim is based on the same contractual relationship, and it is undisputed or legally established.

§ 6 Deliveries and delivery period

(1) Unless agreed otherwise, our deliveries shall be made Free Carrier (INCOTERMS 2020 FCA).

(2) Periods and deadlines for deliveries and services to which we refer shall always be non-binding unless a fixed period or fixed deadline has been agreed expressly in writing.

(3) The start of the delivery period that we state as well as a stated delivery deadline shall presuppose the timely and proper satisfaction of the obligations of the Customer, especially including all collaboration obligations incumbent on the Customer, in other words, for example, the complete submission of all documents and information in each case to the requisite quality, as well as all licenses and approvals and the receipt of any agreed prepayment. The right to complaint concerning an unsatisfied contract shall be reserved.

(4) Modification or supplementation requests agreed subsequently with us shall lead – including without specific reservation or specification – in all cases to an appropriate extension of agreed delivery deadlines or delivery periods.

(5) We are entitled, but not obligated, to make partial deliveries and render partial services deemed reasonable for the Customer. Equally, we are entitled to execute deliveries and services early, unless expressly agreed otherwise.

(6) We shall not be liable for an inability to deliver or for delivery delays, to the extent that they have been caused by force majeure or other unpredictable events as of the date when the contract was arranged (e.g. operational interruptions of all types, difficulties in procuring materials or energy, transportation delays, strikes, accidents), for which we are not responsible.

(7) If the Customer is delayed in acceptance or is to blame for infringing other collaboration obligations, we are entitled to demand the replacement of damages we incur to this extent, including any additional expenses. Further-reaching claims shall remain reserved. If the aforementioned preconditions are met, the risk of the adventitious perishing or the adventitious deterioration of the purchased item shall transfer to the Customer at the time when the Customer defaults in acceptance or other delay regarding this Paragraph.

(8) If we default on delivery or performance of the service, or if a delivery or service becomes impossible for us for whatever reason, our liability shall be restricted according to Paragraph 8 of these terms. Mandatory statutory regulations shall be hereby unaffected.

§ 7 Transfer of risk in the case of dispatch

If the goods are sent to the Customer at the Customer's request and by express written agreement, the risk of adventitious perishing or the adventitious deterioration of the goods shall transfer with the dispatch to the Customer, at the latest when the goods leaves the works/warehouse. This shall apply irrespective of whether the dispatch of the goods occurs from the place of satisfaction, or irrespective of which party bears the freight costs.

§ 8 Liability for damage compensation due to fault, restriction of liability

(1) Our liability for damage compensation, irrespective of legal grounds, especially due to incapacity, delay, defective or incorrect delivery, contractual infringement, infringement of obligations in contractual negotiations and impermissible action, to the extent that in this context it relates to fault in each case, shall be restricted according to Paragraph 8.

(2) We shall not be liable in the instance of slight negligence on the part of our directors, legal representatives, appointed staff or other vicarious agents, to the extent that it does not concern an infringement of significant contractual obligations. Significant contractual obligations shall include the obligation to deliver the delivery item on time, its lack of legal defects or such quality defects that diminish its merchantability or usefulness on a more than minor basis, as well as advisory, protective and duty of care obligations that should enable the Customer to use the delivery object in accordance with the contract, or serve to protect life and limb of the Customer's personnel or to protect its property against considerable damages.

(3) To the extent that we are liable for damage compensation based on grounds pursuant to this Paragraph 8, such liability shall be limited to damages that we have foreseen as a potential consequence of a contractual infringement when the contract was concluded, or which we should have foreseen in application of reasonable care. Indirect damages and subsequent damages that are the consequence of defects to the delivery object shall also only need to be made good to the extent that such damages are to be typically expected given the utilisation of the delivery object in accordance with its intended use.

(4) In the case of a liability for slight negligence, our obligation to compensate property damages and the resultant further financial losses shall be limited to an amount of EUR 5,000,000.00 per loss case, including if this relates to an infringement of significant contractual obligations.

(5) The above liability exclusions and limitations shall be valid in the same extent to the benefit of our directors, legal representatives, appointed staff and other vicarious agents.

(6) To the extent that we provide any technical information or act in an advisory capacity and such information or advice does not form part of the contractually agreed scope of service for which we are liable, this shall occur on a non-pecuniary basis and under exclusion of any liability.

(7) The limitations of this Paragraph 8 shall not be valid for our liability due to intentional behaviour, for guaranteed characteristics, or damage to life, limb or health, or in accordance with the German Product Liability Act.

§ 9 Reservation of title

(1) The reservation of title agreed below shall serve to secure all our respective existing current and future receivables due from the Customer arising from the supply relationship existing between us (including balance receivables from a current account relationship restricted to this supply relationship).

(2) The goods we deliver to the Customer shall remain our property until all secured receivables have been paid in full. The goods as well as the goods subject to retention of title that replaces it pursuant to the following provisions shall be referred to hereinafter as "goods subject to retention of title".

(3) The Customer shall store for us free of charge the goods subject to retention of title. The Customer shall be obligated to treat with care the goods subject to retention of title.

(4) The Customer is entitled to process and sell the goods subject to retention of title until the occurrence of the case of realisation (Paragraph 9 Figure 9) as part of normal business operations. Pledging or assigning of the goods is prohibited.

(5) If the Customer processes the goods subject to retention of title, it shall be agreed that the processing shall occur on our behalf and for our account as the manufacturer in the meaning of Section 950 (1) of the German Civil Code (BGB), and that we directly acquire the ownership or – if the processing occurs from materials of several owners or the value of the processed asset is higher than the value of the goods subject to retention of title – co-ownership (fractional ownership) in the newly created asset in the ratio of the value of the goods subject to retention of title to the value of the newly created asset. In the instance that no such acquisition of ownership should accrue to us, the Customer shall hereby transfer its future ownership or – in the aforementioned relationship – co-ownership in the newly created asset as collateral to us. If the goods subject to retention of title is combined or inseparably mixed with other objects into a combined object, and if one of the other objects is to be regarded as the main object, we shall proportionally transfer, to the extent that the main object belongs to us, to the Customer the co-ownership of the combined object in the ratio specified in this Paragraph 9 Figure 5 Clause 1.

(6) In case of the resale of goods subject retention of title, the Customer shall hereby assign to us as security the resultant receivable due from the purchaser – pro rata according to the co-ownership share in the case of our retaining co-ownership of the goods subject to retention of title. The same shall apply for other receivables replacing the goods subject to retention of title or otherwise arising in relation to the goods subject to retention of title, such as insurance claims or claims deriving from impermissible action in the case of loss or destruction. We shall at all times irrevocably authorise the Customer to collect the receivables ceded to us in its own name. In general, we shall only revoke such a collection authorisation in the case of realisation, although we shall expressly retain the right to revoke in other justified instances at our discretion.

(7) If third parties gain access to the goods subject to retention of title, especially through assignment, the Customer shall immediately notify the third party that the goods is our property and inform us to enable us to enforce our ownership rights. To the extent that the third party is unable to reimburse judicial or out-of-court costs incurred in this connection, the Customer shall be liable to us for this.

(8) We shall release the goods subject to retention of title as well as objects or receivables replacing it to the extent that their value exceeds the level of the secured receivables by more than 20%. We shall be able to freely choose the objects to be released accordingly.

(9) If we withdraw from the contract due to behaviour on the part of the Customer in contravention of the agreement – especially due to default on payment – (case of realisation), we shall be entitled to reclaim the goods subject to retention of title.

§ 10 Warranty and notice of defect

(1) The Customer's warranty rights shall presuppose that the Customer has properly fulfilled its investigative and complaint responsibilities pursuant to Section 377, 381 of the German Commercial Code (HGB). As a consequence, the delivered items are to be carefully investigated without undue delay after delivery by the Customer or by a third party appointed by the Customer. In relation to obvious defects that would be identifiable given an careful inspection without undue delay, they shall be deemed to be approved if we have not received a written notification of defect within ten working days after delivery. In relation to other defects, the delivered items shall be deemed as approved by the Customer if we have not received a notification of defects within ten working days after the date on which the defect was detected; if the defect was already identifiable for the Customer at an earlier date, this earlier date shall form the reference date for the start of the complaint period.

(2) Defect claims shall be subject to the statute of limitations during the 12 months after we have delivered the goods, or, if acceptance is required, from the acceptance by the Customer. The statutory period of limitations shall apply for loss compensation claims in the case of intention and gross negligence as well as in the case of damage to life, limb and health, based on intentional or negligent infringement of obligation of the va-Q-tec. To the extent that the law pursuant to Section 438 (1) No. 2 of the German Civil Code (BGB) (buildings and objects which are for buildings), Section 479 (1) BGB (recourse claim) and Section 634a (1) BGB (building defects) prescribes longer periods, these periods shall apply. Our approval shall be obtained prior given any return of the goods. Returns that have not been coordinated with us shall be rejected, with the Customer thereby incurring the related costs.

(3) Should, despite all of the care applied, the delivered goods exhibit a defect that already existed at the time when risk was transferred, we shall be obliged at our choice and subject to the notification of defects was provided on time, to repair the good or deliver replacement goods. We must always be given the opportunity to supplementary performance within a reasonable period of time. Any recourse claims shall be unaffected without restriction by the above regulation.

(4) If supplementary performance proves unsuccessful, the Customer – irrespective of any loss compensation claims – can withdraw from the contract or reduce the compensation.

(5) Defect claims shall not apply in the case of only minor difference from the agreed characteristic, in the case of only minor diminution of usability, in the case of natural wear and tear, in the case of a change in the property of the item due to the passage of time (e.g. degradation) or wear and tear and not in the case of damages arising after the transfer of risk as a consequence of erroneous or negligent handling, excessive utilisation, inappropriate operating resources, defective construction works, inappropriate foundations or due to special external influences, which are not presupposed pursuant to the agreement. If the Customer or a third party inappropriately performs maintenance works or modifications, no defect claims shall exist for these and the resultant consequences either.

(6) Claims on the part of the Customer due to expenses incurred for the purposes of supplementary performance, especially transportation, road, working and materials costs, shall be excluded, to the extent that the expenses increase because the goods we delivered was subsequently brought to a location other than the Customer's place of operations, unless the transfer corresponds to its intended use, as known to us.

(7) Our liability, especially in relation to damage compensation, based on defective delivery or work or based on warranty shall be restricted in accordance with Paragraph 8 of these terms. Mandatory statutory regulations shall be hereby unaffected.

§ 11 Product liability

(1) The Customer shall not modify the delivered goods. If this obligation is infringed, the Customer shall indemnify us in the internal relationship se from product liability claims and all other loss compensation claims of third parties, to the extent that the Customer is responsible for the defect triggering the liability.

(2) If, based on a product defect in the delivered goods, we need to recall the product or to issue a warning concerning the product, the Customer shall support us and instigate all measures as we instruct – to the extent that such measures prove reasonable for the Customer. The Customer shall be obligated to bear the costs for any product recall or a warning concerning the product if and to the extent the Customer is responsible itself for the product defect and the damage that has been incurred. Any of our further-reaching claims shall be expressly unaffected.

(3) The Customer shall inform us in each individual case concerning product defects occurring when using the goods, or concerning potential product defects it assumes exist, or concerning risks that become known. It shall do this immediately and at least in textual form.

§ 12 Confidentiality

(1) The Customer shall be obligated to maintain confidentiality concerning all circumstances relating to the agreement as well as all information and documents made available to it for this purpose (except publicly accessible information) for a period of five years after the contract has been concluded, and to utilise it only for the purposes of the agreement. After the agreement has been fulfilled, the Customer shall return such information and documents to us immediately upon request.

(2) Without our prior written consent, the Customer may not refer to our business relationship in advertising materials and brochures etc.

(3) If a dedicated confidentiality agreement has been arranged between the parties, this shall take precedence over this paragraph in the respective regulated items.

§ 13 Miscellaneous

(1) This agreement and the entire legal relationships of the Parties shall be exclusively subject to the law of the Federal Republic of Germany. The so-called UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) of 11 April 1980 (CISG) shall not apply.

(2) The place of performance and exclusive place of jurisdiction for litigation deriving from this agreement shall be our corporate seat, unless stated otherwise in the order confirmation. We can nevertheless choose freely in this connection, and are consequently entitled to also bring a lawsuit against the Customer at its place of jurisdiction.

(3) All agreements made between the Parties for the purpose of executing this agreement shall be set down in writing in this agreement.

(4) To the extent that this agreement or these terms include loopholes in the regulations, to fill such loopholes those legally effective regulations shall be deemed to be agreed which the contractual partners would have agreed according to the economic objectives of the agreement and the purpose of these terms, if they had been aware of the loophole.

Note:

The purchaser shall note that we save data from the contractual relationship pursuant to Section 28 of the German Federal Data Protection Act (BSDG) and, after it became effective, Article 6 of the German Data Protection Basic Regulation (DSGVO), for data processing purposes, and reserve the right to convey such data to third parties, to the extent required to fulfil the contract.