

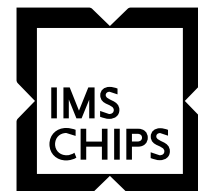
General Terms and Conditions of Sale of Institut für Mikroelektronik Stuttgart Stiftung des bürgerlichen Rechts

1. Scope

1. These General Terms and Conditions of Sale apply only vis-a-vis entrepreneurs acting in the exercise of their commercial or independent professional activity and vis-a-vis legal entities under public law. They apply to the entire business relationship conducted in the course of business between Institut für Mikroelektronik Stuttgart Stiftung des bürgerlichen Rechts (hereinafter referred to as "IMS") and the purchaser, even if they are not referred to in subsequent contracts. They apply accordingly to work and services. In the case of work, acceptance shall replace handover of the delivered products, and in the case of services, receipt of the service shall replace acceptance of the delivered products.
2. Any terms and conditions of the purchaser that conflict with, supplement or deviate from these General Terms and Conditions of Sale shall not become part of the contract unless IMS has expressly agreed to their validity in writing. These General Terms and Conditions of Sale shall also apply if IMS performs a delivery to the purchaser without reservation in the knowledge of the purchaser's conflicting, supplementary or deviating terms and conditions.
3. Any conflicting, supplementary or deviating agreements to these General Terms and Conditions of Sale that are made between IMS and the purchaser for the performance of a contract must be recorded in writing. This shall also apply to any waiver of this written form requirement.
4. Any rights to which IMS is entitled under statutory provisions or under other agreements in addition to these General Terms and Conditions of Sale shall remain unaffected.

2. Conclusion of Contract

1. Offers made by IMS are subject to change and non-binding.
2. Illustrations, drawings, weights, dimensions, performance and consumption data, and other descriptions of the products contained in the documents pertaining to the offer are only approximate unless expressly designated as binding. They do not constitute an agreement on, or guarantee of, any corresponding quality or durability of the products unless expressly agreed as such in writing. Expectations of the purchaser regarding the products or their use shall likewise not constitute any agreement or guarantee.
3. IMS reserves all ownership rights, copyrights and other intellectual property rights in all offer documents, in particular illustrations, drawings, calculations, brochures and catalogues. Such documents may not be made accessible to third parties. Upon IMS's request, the purchaser shall immediately return all offer documents to IMS if they are no longer required in the ordinary course of business. The same shall apply in particular to all other documents, drafts, samples, tools, specimens and models provided to the purchaser by IMS.
4. An order shall become binding only if it has been confirmed by IMS within two weeks by written order confirmation or if IMS performs the order, in particular by dispatching the ordered products. An order confirmation generated by automated means and lacking signature and name reproduction shall be deemed to satisfy the written form requirement. Insofar as the order confirmation contains obvious mistakes, typographical errors or calculation errors, it shall not be binding on IMS.
5. Any silence on the part of IMS in response to offers, orders, requests or other declarations by the purchaser shall be deemed consent only if this has been agreed in writing in advance.
6. If the purchaser's financial circumstances materially deteriorate, if the purchaser files an application for the opening of insolvency proceedings or comparable proceedings over its own assets, or if a justified application by a third party for the opening of insolvency proceedings or comparable proceedings over the purchaser's assets is rejected for lack of assets, IMS shall be entitled to withdraw from the contract in whole or in part.



3. Scope of Delivery

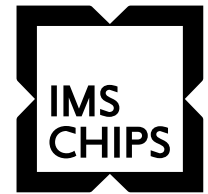
1. The scope of delivery shall be determined by IMS's written order confirmation. Amendments to the scope of delivery requested by the purchaser shall require IMS's written confirmation in order to be effective. IMS reserves the right to make design and shape changes to the products provided that such deviations are customary in the industry, or remain within DIN tolerances, or are not material and are reasonable for the purchaser. The same shall apply to the choice of materials, specifications and design.
2. Partial deliveries shall be permissible unless, taking into account IMS's interests, a partial delivery is unreasonable for the purchaser.

4. Delivery Time and Transport

1. Any agreement on delivery times (delivery periods and delivery dates) must be made in writing. Delivery periods and delivery dates are non-binding unless previously designated as binding by IMS in writing.
2. The delivery period shall commence upon conclusion of the contract, but not before complete receipt of the documents, permits and approvals to be procured by the purchaser, clarification of all technical issues, and receipt of any agreed down payment or, in the case of a foreign transaction, receipt of full payment. In the case of a delivery date, the delivery date shall be postponed by a reasonable period if the purchaser fails to provide in due time the documents or permits to be procured by it, fails to grant approvals in due time, if all technical issues have not been fully clarified in due time, or if the agreed down payment or, in the case of a foreign transaction, the full payment is not received by IMS in full. Compliance with the delivery time is subject to the timely and proper performance of the purchaser's other obligations.
3. The delivery time shall be deemed complied with if, by expiry of the agreed delivery time, the products have left IMS's place of business or IMS has notified the purchaser that the products are ready for collection or dispatch. Responsibility for transporting the products to the place of destination shall rest exclusively with the purchaser; this shall apply in particular to transport delays unless caused by IMS's fault. Compliance with the delivery time is subject to IMS receiving correct and timely supplies from its own suppliers, unless IMS is responsible for the reason for the incorrect or untimely self-supply. In the event of incorrect or untimely self-supply, IMS shall be entitled to withdraw from the contract. IMS shall inform the purchaser without undue delay if IMS exercises its right of withdrawal and shall refund any advance performance rendered by the purchaser.
4. In the event of delay in delivery, the purchaser shall be entitled to withdraw from the contract only after the fruitless expiry of a reasonable grace period set by the purchaser after the occurrence of the delay in delivery.
5. If IMS has entered into a framework agreement with the purchaser for future deliveries with fixed delivery times and the purchaser does not call off the products in due time, IMS shall, after the fruitless expiry of a reasonable grace period set by IMS, be entitled to deliver and invoice the products, to withdraw from the contract, or to claim damages or reimbursement of expenses. The obligation to pay damages or reimburse expenses shall not apply if the purchaser is not responsible for the failure to call off the products in due time.

5. Delivery of Software

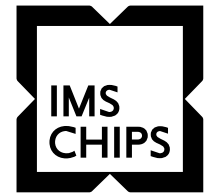
1. If IMS provides the purchaser with standard software for temporary or perpetual use as part of, or in connection with, a delivery of the corresponding hardware (hereinafter referred to as "**Software**"), the following provisions shall apply to the entire delivery and insofar as any breach of duty or performance disruption has its cause in the Software. In all other respects, the other provisions of these General Terms and Conditions of Sale shall apply to the hardware. Unless otherwise agreed separately, IMS shall assume no obligation to provide any services.
2. Upon the passing of risk, the Software shall have the agreed quality and shall be suitable for the contractually intended use or, in the absence of such agreement, for ordinary use. It satisfies the criterion of practical usability and has the quality customary for software of this type; however, it is not free from defects. Any functional impairment of the program resulting from hardware defects, environmental conditions, operator error or similar circumstances shall not constitute a defect. An insignificant reduction in quality shall be disregarded.
3. The Software is legally protected. Copyrights, patent rights, trademark rights and all other intellectual property rights in the Software as well as in other items that IMS provides or makes accessible to the purchaser in the course of initiating and performing the contract shall belong exclusively to IMS as between the contracting parties. Insofar as such rights belong to third parties, IMS shall have the corresponding rights of use.
4. IMS grants the purchaser the non-exclusive right to use the Software. Unless otherwise agreed, the right of use shall apply in the country of the place of delivery of the hardware. The purchaser shall acquire the same rights in modified, expanded or newly created Software as in the standard software.



5. The right of use shall be limited to the agreed period; in the absence of such agreement, the right of use shall be granted for an unlimited period. If the right of use is granted for a limited period, the following supplementary provisions shall apply: the purchaser may use the Software only with the hardware specified in the contractual documents (e.g. software product certificate) or, absent such specification, with the corresponding hardware delivered together with the Software. Use of the Software with another device shall require IMS's express written consent and, where the Software is used with a more powerful device, shall entitle IMS to reasonable additional remuneration; this shall not apply to the extent and for so long as the purchaser temporarily uses the Software with a replacement device within the agreed scope due to a defect in the agreed device.
6. For Software for which IMS possesses only a derived right of use and which is not open source software (third-party software), the terms of use agreed between IMS and its licensor, insofar as they affect the purchaser (such as an end-user licence agreement), shall additionally apply and take precedence over the provisions of this Section 5 ("Delivery of Software"). IMS shall inform the purchaser thereof and make them available to the purchaser upon request.
7. For open source software, the terms of use applicable to the open source software shall take precedence over the provisions of this Section 5 ("Delivery of Software"). IMS shall release or make available the source code to the purchaser only to the extent required by the terms of use applicable to the open source software. IMS shall inform the purchaser of the existence of open source software provided and of the applicable terms of use, and shall make those terms available or, where required by the terms of use, provide them to the purchaser.
8. Use of the Software on several devices or simultaneously at several workstations shall require a separate right of use to be agreed. The same shall apply to use of the Software in networks, even if no reproduction of the Software takes place in the process.
9. The purchaser may create the backup copies of the programs required for secure operation. The backup copies must be kept in a safe place and, where technically possible, marked with the copyright notice of the original data carrier or of the version of the Software transmitted online. Copyright notices, trademarks and product markings may not be deleted, altered or suppressed. Copies no longer required must be deleted or destroyed. The user manual and other documents provided by IMS may be copied only for internal business purposes.
10. The purchaser may decompile the interface information of the programs only within the limits of Section 69e of the German Copyright Act (UrhG), and only after having informed IMS in writing of its intention and requested IMS, allowing a period of at least two weeks, to provide the necessary interface information.

6. Cross-Border Deliveries

1. The purchaser undertakes to comply with all applicable provisions of the export control and foreign trade laws of the Federal Republic of Germany, the European Union and the United States of America, as well as all other applicable national and international export control regulations and foreign trade laws.
2. The conclusion of the contract is subject to the proviso that delivery of the products (including the Software), in light of their content and the natural persons and companies directly or indirectly involved therein, is permitted under all provisions referred to in paragraph 1.
3. In the case of cross-border deliveries, the purchaser shall in due time make all declarations to, and take all measures vis-a-vis, the competent authorities that are necessary for export from Germany and import into the country of destination, in particular procure the documents required for customs clearance and comply with any export control requirements or other restrictions on marketability.
4. Deliveries are subject to there being no obstacles to performance arising from national or international regulations, in particular export control provisions, embargoes or other sanctions.
5. Delays caused by export controls shall extend delivery times accordingly; delivery dates shall be postponed by a reasonable period. In the case of deliveries requiring authorisation, IMS shall be entitled to delay performance until an export licence has been granted and evidence thereof has been provided to IMS by the purchaser, or to withdraw from the contract. In such cases, IMS's liability for delayed performance or non-performance shall be excluded.
6. The purchaser undertakes not to use, offer for sale or sell any products delivered by IMS (including the Software), parts of such products and/or technologies used by IMS for use in weapons and/or weapons systems.
7. If the purchaser breaches an obligation under this Section 6 ("Cross-Border Deliveries") and/or if a business transaction is prohibited in whole or in part, IMS shall be entitled to withdraw from this contract in whole or in part for cause and without observing a notice period. Any claims of IMS against the purchaser shall remain unaffected.



7. Prices and Payment

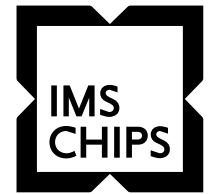
1. Unless otherwise agreed, prices shall apply ex works at IMS's place of business and shall not include shipping costs, packaging costs, insurance, statutory taxes, customs duties or other charges. The costs incurred in this respect, in particular the costs of packaging or of agreed transport, shall be invoiced separately by IMS. Statutory value added tax shall be shown separately in the invoice at the statutory rate applicable on the date of invoicing.
2. Orders for which fixed prices have not been expressly agreed and in which the delivery time is set for a date at least three months after conclusion of the contract shall be invoiced at IMS's prices current on the day of delivery. The entry of the price applicable on the day of the order in an order form or order confirmation shall not constitute an agreement on a fixed price. If prices increase by more than 5%, the purchaser shall be entitled to withdraw from the contract to that extent. At IMS's request, the purchaser shall immediately declare whether it will exercise its right of withdrawal.
3. Unless otherwise agreed, the purchase price shall be payable without deduction within 14 days after delivery and receipt of invoice. The date of payment shall be the day on which IMS can dispose of the purchase price. In the event of default in payment, the purchaser shall pay default interest at a rate of 9 percentage points per annum above the respective base interest rate. Any further claims of IMS shall remain unaffected.
4. In transactions with purchasers having their registered office outside the Federal Republic of Germany or where delivery to a delivery address outside the Federal Republic of Germany has been agreed (foreign transactions), payment shall, in deviation from paragraph 3, be made before delivery unless otherwise agreed in writing in advance.
5. The purchaser agrees to the electronic transmission of invoices by IMS.
6. If, despite a payment reminder from IMS, the purchaser is more than eight weeks in arrears with payment of an invoice, or if an application is filed for the opening of insolvency proceedings or other debt settlement proceedings over the purchaser's assets, all payment claims of IMS arising from deliveries already made shall become immediately due. In the cases referred to in sentence 1, any further deliveries by IMS shall be made only against advance payment by the purchaser.

8. Passing of Risk

1. The risk of accidental loss and accidental deterioration shall pass to the purchaser as soon as the products are handed over to the person carrying out the transport or leave IMS for the purpose of dispatch. In the event of collection by the purchaser, the risk shall pass to the purchaser upon notification that the products are ready for collection. Sentences 1 and 2 shall also apply if delivery is made in instalments or if IMS has assumed additional services, such as transport of the products.
2. If the purchaser is in default of acceptance, IMS may claim compensation for the damage incurred, including any additional expenses, unless the purchaser is not responsible for failing to accept the products. In particular, IMS shall be entitled to store the products at the purchaser's expense during the period of default of acceptance. The costs of storing the products shall be liquidated at 0.5% of the net invoice value for each commenced calendar week. Any further claims of IMS shall remain unaffected. The purchaser shall be entitled to prove that IMS incurred no storage costs or materially lower storage costs. Any further claims of IMS shall remain unaffected. The same shall apply if the purchaser breaches other duties to cooperate, unless the purchaser is not responsible for such breach of duties to cooperate. The risk of accidental loss or accidental deterioration of the products shall pass to the purchaser at the latest at the time when the purchaser falls into default of acceptance. After the fruitless expiry of a reasonable grace period set by IMS, IMS shall be entitled to dispose of the products elsewhere and to deliver to the purchaser within a reasonably extended period.
3. If dispatch is delayed as a result of circumstances for which IMS is not responsible, the risk shall pass to the purchaser upon notification that the products are ready for dispatch.
4. Delivered products must be accepted by the purchaser notwithstanding its rights arising from defects even if they have insignificant defects.

9. Material Defects

1. The purchaser's rights based on defects require that the purchaser inspects the delivered products upon receipt and, where reasonable, also by way of trial processing or trial use, and notifies IMS of any obvious defects without undue delay, but no later than two weeks after receipt of the products, in text form (e.g. by letter, fax or email). Hidden defects must be notified to IMS in text form without undue delay after their discovery. In its notification to IMS in text form, the purchaser shall describe the defects. The purchaser's rights based on defects further require compliance, in planning, construction, assembly, connection, installation, commissioning, operation, use and maintenance of the products, with the specifications, instructions, guidelines and conditions contained in IMS's technical notes, assembly instructions, operating manuals, operating instructions, design guidelines and other documentation relating to the individual



products; in particular, maintenance must be carried out properly and documented, and recommended components must be used. Claims of the purchaser for defects caused by breach of this obligation are excluded.

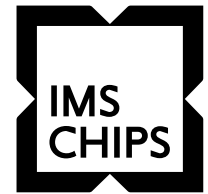
2. In the event of defects in the products, IMS shall, at its option, be entitled to subsequent performance by remedying the defect or delivering a defect-free product. In the event of subsequent performance, IMS shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, provided that these do not increase because the products have been taken to a place other than the delivery address. Personnel and material costs asserted by the purchaser in this connection shall be calculated on the basis of actual cost. Products and parts of products replaced in the course of subsequent performance shall become IMS's property and must be returned to IMS.
3. If IMS is unwilling or unable to effect subsequent performance, the purchaser may, without prejudice to any claims for damages or reimbursement of expenses, at its option withdraw from the contract or reduce the purchase price. The same shall apply if subsequent performance fails, is unreasonable for the purchaser, or is delayed beyond reasonable periods for reasons for which IMS is responsible.
4. The purchaser's right of withdrawal shall be excluded if the purchaser is unable to return the performance received and this is not because return is impossible by the nature of the performance received, is attributable to IMS, or because the defect first became apparent only upon processing or transformation of the products. The right of withdrawal shall further be excluded if IMS is not responsible for the defect and if, in lieu of return, the purchaser is obliged to provide compensation for value.
5. No rights based on defects shall arise in respect of defects resulting from natural wear and tear, in particular in the case of wearing parts, improper handling, assembly, use or storage, or improperly performed modifications or repairs to the products by the purchaser or third parties. The same shall apply to defects attributable to the purchaser, in particular where the defect is due to chemical, physical or thermal influences that are unusual and of which the purchaser did not notify IMS in writing. The same shall apply to defects attributable to the purchaser or resulting from a technical cause other than the original defect.
6. Claims of the purchaser for reimbursement of expenses instead of damages in lieu of performance are excluded insofar as a reasonable third party would likewise not have incurred such expenses.
7. IMS assumes no guarantees, in particular no guarantees of quality or durability, unless otherwise agreed in writing in the individual case.
8. The limitation period for the purchaser's rights based on defects shall be one year, unless a consumer goods sale occurs at the end of the supply chain (end customer is a consumer). If the defective products have been used for a building in accordance with their customary use and have caused the defectiveness of the building, or if the defect concerns a building, the limitation period shall be five years. It shall also apply to claims in tort based on a defect in the products. The limitation period shall commence upon collection of the products by the purchaser, but no later than upon delivery of the products to the purchaser. The shortening of the limitation period shall not apply to IMS's unlimited liability for damages arising from breach of a guarantee or injury to life, body or health, for intent and gross negligence, for product defects, or where IMS has assumed procurement risk. Any statement by IMS regarding a defect claim asserted by the purchaser shall not be deemed entry into negotiations concerning the claim or the circumstances giving rise to the claim, provided that IMS rejects the defect claim in full.

10. Defects in Title

1. IMS warrants that the purchaser's contractual use of the Software does not conflict with any third-party rights. In the event of defects in title, IMS shall provide warranty, at its option, by procuring for the purchaser a legally unobjectionable possibility of using the Software or equivalent software.
2. The purchaser shall inform IMS in writing without undue delay if third parties assert intellectual property rights (e.g. copyrights or patent rights) to the Software. IMS shall support the purchaser in its defence against the third party's claims by providing advice and information.
3. In all other respects, the provisions of Clause 9 ("Material Defects") shall apply mutatis mutandis to any defects in title.

11. Liability of IMS

1. IMS shall have unlimited liability for damages arising from breach of a guarantee or injury to life, body or health. The same shall apply in cases of intent and gross negligence or where IMS has assumed procurement risk. In cases of slight negligence, IMS shall be liable only if material obligations are breached that arise from the nature of the contract and are of particular importance for achieving the purpose of the contract. In the event of breach of such obligations, delay and impossibility, IMS's liability shall be limited to such damages as must typically be expected to arise within the framework of this contract. Mandatory statutory liability for product defects shall remain unaffected.



2. Insofar as IMS's liability is excluded or limited, this shall also apply to the personal liability of IMS's employees, workers, staff, representatives and vicarious agents.

12. Product Liability

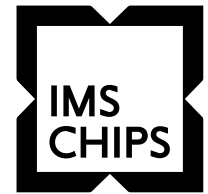
1. The purchaser shall not modify the products; in particular, it shall not alter or remove existing warnings regarding dangers arising from improper use of the products. In the event of breach of this obligation, the purchaser shall indemnify IMS internally against third-party product liability claims unless the purchaser is not responsible for the defect giving rise to the liability.
2. If IMS is compelled to carry out a product recall or warning due to a product defect in the products, the purchaser shall cooperate to the best of its ability in the measures that IMS considers necessary and expedient and shall support IMS in this regard, in particular in determining the necessary purchaser data. The purchaser shall be obliged to bear the costs of the product recall or warning unless it is not responsible for the product defect and the damage incurred under the principles of product liability law. Any further claims of IMS shall remain unaffected.
3. The purchaser shall inform IMS in writing without undue delay of any risks in the use of the products and any possible product defects of which it becomes aware.

13. Force Majeure

1. If IMS is prevented by force majeure from performing its contractual obligations, in particular from delivering the products, IMS shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period, without being liable to the purchaser for damages. The same shall apply if unforeseeable circumstances for which IMS is not responsible, in particular labour disputes, a pandemic, an epidemic, governmental measures, energy shortages, delivery obstacles at a supplier, or material operational disruptions, in particular cyber attacks, make performance of IMS's obligations unreasonably difficult or temporarily impossible. This shall also apply if such circumstances occur at a sub-supplier of IMS. This shall also apply if IMS is already in default. To the extent IMS is released from its delivery obligation, IMS shall refund any advance performance rendered by the purchaser.
2. IMS shall be entitled to withdraw from the contract after expiry of a reasonable period if such impediment continues for more than four months and IMS no longer has an interest in performing the contract as a result of the impediment. At the purchaser's request, IMS shall, after expiry of the period, declare whether it will exercise its right of withdrawal or deliver the products within a reasonable period.

14. Retention of Title

1. The delivered products shall remain the property of IMS until full payment of the purchase price and of all claims to which IMS is entitled against the purchaser arising from the business relationship. The purchaser is obliged to treat the products subject to retention of title with care for the duration of the retention of title. In particular, the purchaser is obliged, at its own expense, to insure the products sufficiently at replacement value against fire, water and theft damage. Upon IMS's request, the purchaser shall furnish proof that such insurance has been taken out. The purchaser hereby assigns to IMS, already now, all claims for compensation arising from this insurance. IMS hereby accepts the assignment. Should such assignment be impermissible, the purchaser hereby instructs the insurer to make any payments only to IMS. Any further claims of IMS shall remain unaffected.
2. The purchaser may resell the products subject to retention of title only in the ordinary course of business. The purchaser shall not be entitled to pledge the products subject to retention of title, transfer them by way of security, or make any other dispositions that endanger IMS's title. In the event of attachments or other third-party interventions, the purchaser shall notify IMS in writing without undue delay, provide all necessary information, inform the third party of IMS's ownership rights and cooperate in IMS's measures to protect the products subject to retention of title. If the third party is unable to reimburse IMS for the judicial and extrajudicial costs of enforcing IMS's ownership rights, the purchaser shall be obliged to compensate IMS for the resulting loss unless the purchaser is not responsible for the breach of duty.
3. The purchaser hereby assigns to IMS, already now, the claims arising from the resale of the products together with all ancillary rights, irrespective of whether the products subject to retention of title are resold without or after processing. IMS hereby accepts this assignment already now. Should an assignment be impermissible, the purchaser hereby instructs the third-party debtor to make any payments only to IMS. The purchaser is revocably authorised to collect, in its own name and in trust for IMS, the claims assigned to IMS. Amounts collected must be remitted to IMS without undue delay. IMS may revoke the purchaser's collection authorisation and the purchaser's right to resell for good cause, in particular if the purchaser fails duly to meet its payment obligations towards IMS, falls into default of payment, suspends payments, or if the purchaser files an application for the opening of insolvency proceedings or comparable debt settlement proceedings over its assets, or if a justified application by a third party for the opening of insolvency proceedings or comparable debt settlement proceedings over the purchaser's assets is rejected for lack of assets. In the event of a global assignment by the purchaser, the claims assigned to IMS must be expressly excluded.



4. At IMS's request, the purchaser shall be obliged to inform the third-party debtor without undue delay of the assignment and to provide IMS with the information and documents required for collection.
5. In the event of conduct in breach of contract, in particular default in payment by the purchaser, IMS shall, without prejudice to its other rights, be entitled to withdraw from the contract after the fruitless expiry of a reasonable grace period set by IMS. The purchaser shall immediately grant IMS or its representatives access to the products subject to retention of title and surrender them. After corresponding timely notice, IMS may otherwise exploit the products subject to retention of title in satisfaction of its due claims against the purchaser.
6. Any processing or transformation of the products subject to retention of title by the purchaser shall always be effected for IMS. The purchaser's expectancy right in the products subject to retention of title shall continue in the processed or transformed item. If the products are processed or transformed together with other items not belonging to IMS, IMS shall acquire co-ownership in the new item in the proportion of the value of the delivered products to the other processed or transformed items at the time of processing or transformation. The same shall apply if the products are combined or mixed with other items not belonging to IMS in such a way that IMS loses its sole ownership. The purchaser shall keep the new items in safe custody for IMS. In all other respects, the same provisions shall apply to the item created by processing or transformation, combination or mixing as apply to the products subject to retention of title.
7. At the purchaser's request, IMS shall be obliged to release the securities to which it is entitled insofar as the realisable value of the securities, taking into account customary bank valuation discounts, exceeds IMS's claims arising from the business relationship with the purchaser by more than 10%. For valuation purposes, the invoice value of the products subject to retention of title and the nominal value of claims shall be decisive. IMS shall select the items to be released at its own discretion.
8. In the case of deliveries to other jurisdictions in which this retention of title provision does not have the same security effect as in the Federal Republic of Germany, the purchaser hereby grants IMS a corresponding security right. If further measures are necessary for this purpose, the purchaser shall do everything necessary to grant IMS such security right without undue delay. The purchaser shall cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security rights.

15. Confidentiality

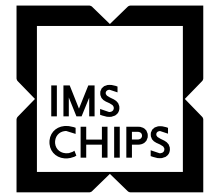
1. The parties shall be obliged to keep confidential for an unlimited period all information that becomes accessible to them and is designated as confidential or is recognisable as a business or trade secret from other circumstances, and, unless necessary for the business relationship, neither record, disclose nor exploit such information.
2. By means of appropriate contractual arrangements with their employees and agents engaged by them, the parties shall ensure that such persons likewise refrain for an unlimited period from any own exploitation, disclosure or unauthorised recording of such business and trade secrets.
3. The confidentiality obligation shall not apply insofar as the other party's information was demonstrably already known before the commencement of the contractual relationship, is generally known or generally accessible, or becomes generally known or accessible without fault on the part of the other party. The burden of proof for the lapse of the confidentiality obligation shall rest with the party wishing to disclose, or having disclosed, the other party's information to a third party.

16. Data Protection

1. The parties are obliged to comply with the statutory provisions on data protection, in particular the EU General Data Protection Regulation (GDPR), in performing the contract and to impose compliance with these provisions on their employees.
2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the performance of the contract and shall protect such data by technical security measures (Art. 32 GDPR) adapted to the current state of the art. The parties are obliged to delete the personal data as soon as its processing is no longer necessary. Any statutory retention obligations shall remain unaffected.
3. Should IMS process personal data on behalf of the purchaser in the course of performing the contract, the parties shall conclude an agreement on commissioned processing pursuant to Art. 28 GDPR.

17. Compliance with Statutory Provisions

1. Within the scope of their entrepreneurial responsibility, each party undertakes to ensure that, in or in connection with the operation of its business, statutory provisions are complied with (including laws for the protection of the



environment, labour law provisions and statutes, in particular those for the protection of employees' health) and that child labour and forced labour are not tolerated.

2. The purchaser shall be obliged, at its own expense, to dispose properly of delivered products after the end of use in accordance with the statutory provisions, in particular those of the German Electrical and Electronic Equipment Act (ElektroG). The purchaser shall thereby indemnify IMS against the obligations to take back products as manufacturer pursuant to Section 19 para. 1 ElektroG and against any related claims by third parties. The purchaser shall contractually oblige commercial third parties to whom it passes on the delivered products to dispose properly of the products after the end of use at their own expense in accordance with the statutory provisions, in particular those of the ElektroG, and shall impose on them a corresponding obligation to pass on this obligation in the event of further onward transfer of the products. If the purchaser breaches its obligation to pass these obligations on to its customers, it shall, after the end of use, take back the delivered products at its own expense and dispose of them properly in accordance with the statutory provisions, in particular those of the ElektroG.
3. The purchaser shall be obliged, at its own expense, to dispose properly of used, completely emptied packaging of IMS in accordance with the statutory provisions, in particular those of the German Packaging Act (VerpackG). The purchaser shall thereby indemnify IMS against the obligations to take back packaging as distributor pursuant to Section 15 para. 1 VerpackG.
4. Furthermore, upon conclusion of each contract, each party confirms that it does not participate in, and will not tolerate, any form of bribery or corruption.

18. Final Provisions

1. Any transfer of the purchaser's rights and obligations to third parties shall require IMS's prior written consent.
2. The purchaser may only set off counterclaims if such counterclaims have been finally adjudicated or are undisputed. The purchaser may assert a right of retention only if its counterclaim arises from the same contractual relationship.
3. The legal relations between the purchaser and IMS shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. All disputes arising out of or in connection with the business relationship between the purchaser and IMS shall be finally settled under the Arbitration Rules of the German Arbitration Institute (DIS), to the exclusion of recourse to the ordinary courts. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Stuttgart. The language of the arbitration proceedings shall be German.
5. The place of performance for all obligations of the purchaser and of IMS shall be IMS's registered office unless otherwise agreed.
6. The contract language shall be English.
7. Should any provision of these General Terms and Conditions of Sale be or become wholly or partly invalid or unenforceable, or should there be a gap in these General Terms and Conditions of Sale, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, such valid and enforceable provision shall be deemed agreed as most closely reflects the purpose of the invalid or unenforceable provision. In the event of a gap, such provision shall be deemed agreed as corresponds to what would have been agreed according to the purpose of these General Terms and Conditions of Sale if the contracting parties had considered the matter from the outset.

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