

CustomCells Group Companies:  
Customcells Holding GmbH  
Customcells Innovation GmbH  
Customcells Itzehoe GmbH  
Customcells Tübingen GmbH

### § 1 Scope of application

All deliveries, services and offers provided by any entity of CustomCells Group shall be made exclusively on the basis of these General Terms and Conditions of Sales (hereinafter also referred to as "GTCS"). These are an integral part of all contracts that we conclude for the deliveries or services offered. They also apply to all future deliveries, services or offers, even if they are not separately agreed again.

Terms and conditions of our customers or third parties do not apply, even if we do not separately object to their scope of application in individual cases. Even if by any references the terms and conditions of business of the customer or a third party may be included, this does not constitute acceptance of the scope of application of those terms and conditions of business. Consent by implied action is excluded.

Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCS. Subject to proof to the contrary, a written contract or our written confirmation shall determine the content of such agreements.

Subject to prior notice, we reserve the right to amend these terms and conditions with effect for the entire future relationship with the customer. Such changes are deemed to have been accepted unless the customer objects in writing within six weeks of such notice whereby a timely dis-patch of the objection is sufficient to meet the deadline. We will separately advise the customer as to this consequence in any notice of change. Insofar as the changes to these terms and conditions affect the services owed to the customer and the performance and fulfilment modalities, the changes must be made for legal, economic or technical reasons and must be reasonable for the customer in order to also affect contracts that have already been concluded.

These terms and conditions only apply to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law within the meaning of § 310(1) BGB.

### § 2 Prices

Any offers and cost estimates prices are not binding but approximates, unless they are expressly marked as binding. A legal obligation is only established by a contract signed by both parties or by a written order confirmation by us, and by the fact that we start to provide the service after the order. We may request written confirmations of oral contractual declarations by the customer.

We are entitled to instruct subcontractors. Prices are based on the wage levels and deployment costs at the time of contract. If there should be changes prior to the delivery date we shall be entitled to adjust our prices accordingly if there is a period exceeding four months between the conclusion of a contract and delivery, insofar as this lapse of time is not our fault or is due to circumstances culpably caused by us. If the price increase should amount to more than ten percent of the agreed price or be unreasonable for the customer due to a change in the calculation and business basis, the customer shall be entitled to withdraw from the contract.

All prices shall be ex works EXW premises of respective CustomCells Group Company in accordance with Incoterms 2020 and subject to the respective statutory value added tax.

Deliveries to the customer shall be subject to the billing of shipping and packaging costs. Special shipping options (express consignment, ex-press freight, air freight) shall only be used at the request of the customer and shall also be invoiced separately.

We are entitled to make use of the support of any CustomCells Group company for the administrative and commercial processing of the contract, also for contractual correspondence, invoicing, collection activities and communication, and to be represented by CustomCells Holding GmbH towards the customer. However, we alone remain the contractual partner. Any other CustomCells Group Company shall not be contractually liable to the customer.

### § 3 Conditions of Payment

Unless agreed otherwise, all invoices must be paid by clean payment within 14 days of the date of the invoice. Cash discounts may only be agreed individually in writing.

With any default of payment, the customer shall pay interest on the outstanding amount equalling 9 percentage points above the base interest rate. We do, however, reserve the right to claim damages caused by delayed payment and to assert same against the customer.

Cheques and bills of exchange, the latter only by prior agreement, are only accepted on condition of payment of the discount and bank expenses. A guarantee for timely collection or timely objection shall not be assumed, unless there is intent or gross negligence on our part or on the part of our vicarious agents.

Circumstances which adversely affect the customer's credit standing or represent a substantial depreciation of his financial circumstances (for example recognisable by dishonour of cheques or bills of exchange as well as unauthorised non-payment of due demands for goods already delivered) shall entitle to call in all invoices for goods already delivered and only to perform outstanding shipments individually against payment. We shall further be entitled to revoke the right to resale for the goods delivered under a reservation of title and that to the collection of debts if it is not already automatically omitted.

A customer's right of retention shall be excluded provided that it is not based on the same legal relationship or is not based on counterclaims which are undisputed or assessed in a legally binding judgement. The customer is only entitled to set-off insofar as the customer's counter-claim is recognised, undisputed or legally established or if it is a counter-claim that is in a reciprocal relationship with the claim.

### § 4 Delivery, Ownership

Delivery periods mentioned in quotations are not binding.

The delivery period mentioned in the order confirmation shall commence on the day of full order clearance. We do not guarantee compliance with a delivery period unless same has been expressly marked in writing as a "fixed date". Delivery deadlines are in particular subject to our timely, proper and sufficient supply by any sub-suppliers. This reservation shall not apply if we are responsible for the fact that a delivery by any sub-suppliers does not take place in due time, properly and/or sufficiently. We shall inform the customer without delay if delays arise because a delivery is not made in good time, properly and/or sufficiently.

An agreed delivery period shall be appropriately extended in cases of force majeure and other unforeseeable events for which we are not responsible such as, for example, insurrection, war, blockade, difficulties in the procurement of materials or energy, lawful lockouts, shortage of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures, strike or as well as failure of self-delivery and operational disruptions for which we are not responsible in accordance with the above section 5.2., furthermore the agreed delivery period is extended in case that the customer does not or untimely provide relevant documents, semi-finished products, permissions or clearances. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by giving us immediate written notice. In this case, we shall immediately refund any counter-performance already received. If the delivery or performance becomes impossible or substantially more difficult due to the aforementioned circumstances, we shall be entitled to withdraw from the contract. We shall be liable for damages if we have caused the relevant circumstance intentionally or by gross negligence and/or if it is a matter of liability for damages arising from injury to life, limb or health or violations of the German Product Liability Act (ProdHaftG) or other mandatory statutory liability provisions. Our liability is otherwise limited to typical contractual and foreseeable damages, provided that we have caused the relevant circumstance through slight negligence. Liability is excluded in all other cases.

Delivery periods shall also change to a reasonable extent if, at the request of the customer, changes are made to the contract which affect our performance in terms of time.

We are entitled to take out partial deliveries in so far as they do not extend a reasonable extent. We bear the additional costs of such a partial delivery if the customer is not responsible for it.

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The goods have to be collected within 8 working days of the declaration of readiness for shipment – if shipment had not been scheduled and contractual defined within offer or order bindingly.

If the customer is in default of acceptance or fails to cooperate, we are entitled to withdraw from the contract after setting a reasonable grace period. Furthermore, in these cases and in the event of a delay in delivery or provision of the agreed services for other reasons for which the customer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). We are entitled, at our discretion, to demand either compensation for the actual damage incurred or a lump-sum compensation amounting to 10 % of the gross purchase price (purchase price including VAT). The customer shall be free to prove that we have not incurred any damage or only less damage and/or no additional expenses or only less additional expenses than the aforementioned lump sum.

Claims for damages by the customer due to delay or non-fulfilment are limited to contract-typical and foreseeable damages, provided that we have caused the delay or non-fulfilment only through slight negligence and it is not a matter of liability for damages arising from injury to life, limb or health or breaches of the German Product Liability Act (ProdHaftG) or other mandatory statutory liability provisions.

Transfer of ownership of the goods shall be unconditional after full payment as set forth in respective contract / order and under circumstances defined within § 3 Conditions of Payment to payment of the price. We shall remain authorised to intermediate sell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resultant claim (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular extended retention of title, passed-on retention of title and retention of title extended to further processing if not stated otherwise within this GTCS.

#### § 4 Transfer of risk

The risk of accidental loss and accidental damage of the goods shall pass to the customer at the latest upon handover. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental damage of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts to produce a work shall also apply to an agreed acceptance. The handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.

#### § 5 Retention

The delivered goods shall remain our property until full payment of all claims arising from the business relationship. This reservation of title serves to secure all our respective existing current and future claims against the customer arising from the contractual relationships existing between us and the customer. The customer shall store the goods subject to retention of title for us free of charge and shall treat the goods subject to retention of title with care.

The customer is authorised to resell the conditional commodities in the course of ordinary business transactions until the following conditions of realisation are fulfilled; he is not authorised to dispose of them in any other way, in particular transfer by way of security or pledge agreements.

If the customer processes the goods subject to retention of title, this shall be done on our behalf as manufacturer, so that we shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods subject to retention of title - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. If this acquisition of ownership should not occur for us for any reason, the customer shall transfer his future ownership or - in accordance with the above ratio - co-ownership of the newly created item to us as security for all our claims. If the goods subject to retention of title are combined or

inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, the customer shall transfer to us, insofar as the main item belongs to him, pro rata co-ownership of the uniform item in the aforementioned ratio.

At the moment of resale, the customer assigns his claims arising from the resale of the conditional commodities and/or goods owned or co-owned by us – including the corresponding claims from bills of exchange – together with all ancillary rights to us regardless of whether the goods are sold without or after processing or combination or whether they are sold to one or more buyers. We accept this assignment of claims. The same applies to other claims that take the place of the goods subject to retention of title or otherwise arise with regard to the goods subject to retention of title (insurance claims or claims in tort for loss or destruction).

In the event that the conditional commodities and/or goods owned or co-owned by us should be sold at one total price by the customer together with other goods which do not originate from us, the assignment of claims shall only take place to the amount that we have billed for the conditional commodities that have been included in the sale. In the event that the customer's claims arising from the resale are included with an account current, the customer herewith also assigns his claims from the account current against the customer to us. The assignment of claims shall take place to the amount that we have billed for the resold conditional commodities.

The customer is entitled to claim payment by his customer in his own name. This entitlement ends in case of being in default of payment or in the event of depreciation of the financial status or credit standing.

If third parties assert rights to the goods subject to retention of title, in particular but not exclusively by way of seizure or execution, the customer must immediately point out our ownership and inform us so that we can enforce our ownership rights. Furthermore, the customer is obliged to provide us with all documents proving our ownership rights. This also applies in particular in the event of processing and/or mixing.

We shall release our securities at the customer's request insofar as their value exceeds the amount of the secured claims by more than 50%. We shall decide which of the securities we shall release at our reasonable discretion.

With the customer being in default of payment, we shall be, notwithstanding the exercise of further rights, entitled to demand the return of the conditional commodities for the purpose of indemnity; this shall not constitute a withdrawal from the sales contract. In this case, the customer may demand the return of the goods concurrently with payment of the outstanding amount. In this case, the payment shall also include any additional costs and damages incurred as a result of the delay. The customer must grant the vendor access to the conditional commodities which are still in his possession. For the purpose of return, the customer must store the conditional commodities separately from his other goods and label them as being reserved in title by us. We shall be authorised to directly sell the goods after previously having set a payment period. Crediting of the conditional commodities shall be carried out at the proceeds received less the costs of realisation.

#### § 6 Protection of ownership

We reserve the title or copyright to offers, contracts as well as drawings, illustrations, calculations, descriptions and other documents made available to the customer. The customer may not make them available to third parties without our express consent, nor may it use them itself or have them used by third parties for other purposes or reproduce them. It shall return these documents to us in full at our request if they are no longer required by it in the ordinary course of business or if negotiations do not lead to the conclusion of a contract or an order. In this case, copies made by the customer must be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.

Tools and models which we make available to the customer or which are manufactured for contractual purposes and which are not remunerated separately by the customer shall remain our

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property or pass into our ownership. The customer shall identify them as our property, store them carefully, protect them against damage of any kind to an appropriate extent and use them only for the purposes of the contract. In the absence of an agreement to the contrary, the customer shall bear the costs of maintenance and repair, insofar as these costs are attributable to defects in the items manufactured by the customer or to improper use on the part of the customer, its employees or other vicarious agents, they shall be borne solely by the customer. The customer shall notify us immediately of any damage to these tools and models that is not merely insignificant. On request, it must return them to us in proper condition, same if it no longer requires them for the performance of the contracts concluded with us.

### § 7 Material defects

In the event of defective delivery, we shall, by our choice, first carry out a subsequent specific performance, i.e. repair or substitute delivery.

If the subsequent specific performance should be unsatisfactory, the customer generally has a choice to demand a reduction in payment or rescission of the contract. The customer shall not have a right to rescind in case of marginal non-conformity with the contract, in particular with marginal defects. The failure to carry out a subsequent specific performance or substitute delivery shall be equal to the refusal of subsequent specific performance by us due to disproportionality of the subsequent specific performance as well as unconscionability for the customer. The customer's claims for damages are unrestricted insofar as we have caused the damage intentionally or through gross negligence and /or and it is a matter of liability for damages arising from injury to life, limb or health or violations of the German Product Liability Act (ProdHaftG) or other mandatory statutory liability provisions. Otherwise, in the event of a breach of material contractual obligations, our liability shall be limited to foreseeable damage typical of the contract, provided that we have caused the relevant circumstance through slight negligence. In all other cases, liability is excluded. This applies to both defect-related and other claims for damages.

The customer must check the goods immediately after receipt of the goods. Defects that become apparent during proper examination must be notified immediately after delivery and unobvious defects or defects not apparent during proper examination must be notified immediately after discovery otherwise the delivered goods shall be deemed to be approved as agreed and the assertion of defect claims shall be excluded. The customer shall bear the full burden of proof for all claim prerequisites, in particular the defect itself, the time of determination of the defect and the timely notification of defects. Any defect claims for used items shall be excluded.

The limitation period for any claims by the customer for an existing defect shall be one year from delivery of the goods, if the defect has not been caused by intent or gross negligence or if the defect is fraudulently concealed. This shall not apply with longer, compulsory statutory limitation periods.

Any of the entrepreneur's rights of recourse shall also remain unaffected. Rescission and reduction shall be excluded after expiration of the limitation period. Where extra-contractual claims for the delivery of a defective item should compete with defect claims, the aforementioned limitation periods shall also apply to such extra-contractual claims.

### § 8 Liability

The liability disclaimer and liability limitations set out below also apply for actions in tort, insofar as these compete with contractual claims.

Claims for damages and reimbursement of expenses by the customer, for whatever legal reason, in particular on account of breach of duties arising from a contractual relationship and from tort, are excluded.

This exclusion does not apply

- regarding any damage caused intentionally or grossly negligently by us
- in cases of slight negligence regarding any damage, resulting from a violation caused by injuries to life, body

or health, as well as to any damage resulting from our violation of a material contractual obligation – subject to the following provisions. Material obligations are those which performance facilitates the execution of the contract and those the customer regularly relies and may rely upon.

In cases of a slightly negligently violation of a material obligation our liability – except for damage to life, body or health – is limited to the damage typical and at the time of the formation of the contract or the violation of the obligation foreseeable to us.

If the customer is a merchant or an entrepreneur, claims for damages in case of our slight negligence are barred if they are not asserted in legal proceedings within 3 months – after the claims have been rejected by us or our insurance company – with a respective information to us or our insurance company. We or our insurance company will point this out to the customer in connection with the rejection of the claims.

These exclusions and limitations also apply to our liability for our bodies, employees and agents as well as our bodies', employees' and agents' personal liability.

These exclusions and limitations do not apply insofar as the risk is covered by a liability insurance. Additionally, they do not apply insofar as the claims are based on the German Product Liability Code (ProdHaftG), if we are liable for personal or property damage due to mandatory provisions of the German Product Liability Code.

The customer's right of recourse against us (recourse of the entrepreneur) shall only exist insofar as the customer has not made any agreements with its customer that go beyond the statutory claims for defects.

We expressly point out that in projects involving the development of prototypes or technically new products, it can never be predicted with absolute certainty whether the targeted target values can be achieved. The customer is aware of this. Claims due to a failure to achieve targeted values due to unforeseeable technical difficulties do not exist.

### § 9 Force majeure

If we believe that the proper performance of the services/obligations to cooperate is hindered, the we may notify the customer without delay. The mere existence of the alleged hindrance is sufficient for this purpose. The parties are aware of the global situation in relation to the COVID-19 pandemic at the time of the order. However, the parties assume that the COVID-19 pandemic does not affect the exchange of services under these GTCS or the order at the time of the order. If future developments in connection with the COVID-19 pandemic affect or hinder the exchange of services, these cases shall be treated as instances of force majeure in accordance with the provisions of these GTCS if they have a concrete impact on the provision of services. In any case, in regard to the COVID-19 pandemic situation existing at the time of the order, each party involved shall make reasonable efforts to fulfil its performance obligations under and in connection with the order, even in the event of a change in the situation in the future.

The dates for performance and the prices set shall be postponed/corrected appropriately if the hindrance in operation or the effect of force majeure occurs. The same applies to hindrances or effects on subcontractors due to force majeure, in each case to the extent that and for as long as the party is actually or legally prevented from making substitute procurements.

In this case, the parties must immediately enter into discussions on what measures can be taken to minimise the effects of the hindrance or effects on the performance of the service and price stability.

As soon as the impeding circumstances cease to exist, the party shall resume the performance of the service without undue delay on written notice. Production interruptions of not only insignificant duration due to unavoidable events (force majeure, e.g. industrial action) shall entitle us to withdraw from orders. In the case of all impediments to acceptance beyond our control, the delivery and payment date shall be extended in accordance with the duration of the delay.

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### § 10 Third Party Rights

To the best of our knowledge the products supplied by us do not infringe any industrial property rights of third parties in countries of the European Union or other countries where the customer has a relevant interest.

In precedence to other regulations of the GTCS or specific orders / contracts, we hereby exclude any liability of infringements on third parties rights or damages according to, to the extent legally permitted.

### § 11 Secrecy

The customer is obliged to keep the terms and conditions of a specific order / contract as well as all information and documents made available to it for this purpose (with the exception of information which is publicly accessible prior to disclosure) secret, not to disclose those information to any third party and to use them only for the intended purpose. It shall return them to us immediately on request after completion of enquiries or after processing the order / contract. In the event of a return, the customer guarantees that the handover of the confidential documents shall be complete and that no copies have been retained.

Without our prior written consent, the customer may not refer to the business relationship in advertising material, brochures etc. and may not exhibit delivery items manufactured for us.

The customer shall bind its affiliated companies in the meaning of § 15 German stock exchange act ("AktG"), its partners or advisors and consultants with access to any trade secrets or otherwise worth protecting information at least with obligations equal to those included within this § 11 Secrecy.

A right of retention with regard to confidential documents, irrespective of the legal cause, is explicitly excluded.

### § 12 Subcontractors

Without our prior written consent, we shall be entitled to transfer the performance of the respective order / contract in whole or in part to a third party. In every such case we shall remain jointly and severally liable for the performance of the respective order / contract.

### § 13 Assignment

The customer may not assign to third parties its claims arising from the contractual relationship.

### § 14 Termination, withdrawal

The right to ordinary terminate the respective order / contract by the customer is excluded.

In terms of extraordinary termination by the customer, however, the customer shall be obliged to remunerate any efforts by us for all deliveries/services rendered up to that point and provide reimbursement for procured material and work delivered/performed appropriately within the scope of the transfer of ownership to us, § 648(2)(2) of BGB shall be excluded.

Furthermore, we have the right to terminate the contract with immediate effect for good cause, in particular if a significant deterioration in the financial circumstances of the customer occurs or threatens to occur and the fulfilment of obligations towards us is accompanied by this or could be expected to occur.

### § 15 Place of performance, place of jurisdiction, applicable law

If the customer is a merchant, legal entity of public law or of a special fund under public law, the place of performance for delivery, payment and defect claims shall be Itzehoe, Germany.

If the customer is a merchant, a legal person under public law or a public separate estate, the exclusive jurisdiction for all legal disputes arising from this contract, also including bills of exchange and cheque procedures, shall be Itzehoe, Germany. The same shall apply if the customer does not have a competent court in Germany or if place of residence or customary place of abode at the time of commencement of action are not known. We shall, however, also be entitled to bring proceedings at a court with jurisdiction over the customer.

The respective orders / contracts concluded between us and the customer shall be governed by the law of the Federal Republic of

Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### § 16 Final provisions

Amendments or supplements to any respective orders / contracts within this business relationship must be made in writing to be effective. This also applies to the cancellation of this clause.

Should individual provisions of these terms and conditions be invalid or incomplete, this shall not affect the validity of the remaining provisions or of the respective orders / contracts concluded with the customer. We and the customer undertake to replace any ineffective contractual provisions with agreements whose content, according to their economic purpose, comes as close as possible to the purpose of the ineffective clause. The same applies to any loopholes.