Status December 2024

# General Terms and Conditions (AGB)

## (Terms and Conditions T&C)

Preamble:

The following T&C apply to all business relationships (purchase and service contracts) which, unless otherwise agreed in writing in advance, are concluded between

the company pureions GmbH, hereinafter referred to as pureions

and

the purchaser, hereinafter also referred to as the customer.

Every offer from pureions is addressed exclusively to business customers (B2B). These must identify themselves as business customers in an adequate form (company address / fax / email, VAT ID, legally authorized representative).

The rights usually granted to private end customers are not applicable.

Where reference is made below to written or text form, this refers to communication by letter, fax and company e-mail.

## § 1 Business basis, specialized customers

(1) pureions sells equipment and components for physical, chemical and related research and development tasks.

(2) The products are intended for exclusive use by persons adequately trained and practiced (in particular in handling vacuum, high voltage, laboratory chemicals and associated processes). The customer is fully and exclusively responsible for compliance with all relevant safety, environmental protection and other relevant regulations in his company. pureions is not liable for damage caused by non-compliance with these requirements. This shall not apply to claims the customer is entitled for damages arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by pureions or its vicarious agents.

(3) A resale of the products by the purchaser is not intended and, in any case, requires the consent of pureions, also because the rights of third parties may conflict with this.

## § 2 Offers, conclusion of contract, deadlines, written form

(1) The offers of pureions are subject to change and non-binding unless they are expressly marked as binding. The contract shall only come into effect upon written confirmation of the order by pureions.

(2) If services are linked to the purchase of an item - e.g. the installation, commissioning of a device, replacement of modules, extensions, etc. - these services are listed separately. The contract between the parties shall clearly declare the type of contractual relationship agreed upon.

Other services associated with the purchase of equipment, which however are not linked immediately to the purchasing event, such as maintenance, repair, training, etc., will be invoiced separately.

(3) Unless otherwise stated, an offer shall remain valid for 90 calendar days. All transactions thereafter shall constitute a new offer. For payment periods see § 5.

(4) All agreements must be concluded in writing; verbal collateral agreements do not constitute a legally valid claim.

## § 3 Terms of delivery

(1) National transportation, postal shipping: Goods that qualify for postal delivery (no bulky goods) will be shipped via standard service providers (e.g. DHL, UPS, DPD) to the address specified by the customer. Any transport damage must be documented and must be complained to the shipping service provider immediately upon receipt and reported to pureions without delay. Pureions will arrange for a transport insurance according to the product value, unless otherwise agreed.

(2) National transportation, bulky goods: Bulky goods are delivered by a contracted forwarding agent or directly by pureions personnel, usually ex works to the curbside, unless otherwise agreed. The transportation risk from there to the place of installation shall be borne by the recipient; in particular, the recipient is solely responsible for ensuring that the particular conditions of the location (e.g. potential bottlenecks, load-bearing capacity of elevators, door widths, bumps and slopes) do not present any obstacles to proper transportation of the goods. Potential obstacles and critical areas must be removed or fixed by the recipient in advance.

(3) National transportation, date of delivery and receipt: For the delivery of bulky goods / forwarding goods in particular, a fixed date shall be agreed between the customer and pureions or the forwarding agent. If the customer for some reason is not present why repeated delivery attempts are therefore necessary, the customer shall bear the costs.

(4) National transportation, delivery costs: The costs include packaging costs and freight costs plus legal VAT. The costs are calculated according to weight or volume (chargeable weight), distance, means of transportation and, if applicable, risk. For high-value items, the item value is taken as a basis, supplemented by transport insurance if necessary (see (§ 3(1))

(5) International transport, handling, costs: Incoterms® 2020 apply. The agreed Incoterms® 2020 are set out in the purchase contract or invoice, alternatively in the binding offer. The shipping conditions are to be specified in accordance with the agreed Incoterms® 2020. Any deviations and additions to these require the written consent of pureions. The transportation costs shall be determined in analogy to §3 (1,3,4) and - insofar as they have been pre-financed by pureions - invoiced to the customer, unless otherwise agreed in advance.

(6) International transportation, customs clearance, taxes, export/import regulations: Proper customs clearance and declaration of taxes is the responsibility of the customer, unless otherwise agreed. All customs duties, taxes and charges incurred shall be borne by the customer. The customer is obliged to comply with all export and import control regulations and to obtain all necessary permits. Deviations from this regulation require text form prior to the conclusion of the contract.

(7) Receipt of goods, installation: The customer shall ensure the presence of a professionally qualified person authorized to receive the goods. The customer shall ensure that the installation site is suitable for the installation of the product (e.g. floor load capacity, dry environment, required power and cooling water supply, removal of vacuum pump exhaust air). In addition, the requirements from §3(2) regarding barrier-free access also apply similar to the rules for international shipments.

## § 4 Commissioning, acceptance/release test

(1) Products sent by post: All products are tested and accepted by pureions prior to shipment as part of an in-house release test. Commissioning or further release by pureions at the customer's premises is generally not intended. The customer shall operate the product exclusively by adequately trained and authorized personnel.

(2) Large devices/bulky goods: The delivery of a system or a more complex device is usually coupled with its installation by pureions and/or conduct of an acceptance test. In this case, the customer shall inform pureions about the arrival of the system without delay and transfer it to its place of operation. pureions shall assemble the system as quickly as possible and, if agreed, shall perform a functional test (usually with a test substance). Details are regulated in the purchase contract. The customer shall grant the employees of pureions and/or their representatives unhindered access to all premises necessary for the operation of the system until the functional test has been completed. This also includes the provision of all necessary operating resources such as electricity, water, supply and exhaust air, internet access and possibly vacuum. The customer must also have a competent contact person available at short notice. Acceptance test is passed when the criteria agreed in the purchase contract have been met. The customer's contact person confirms this to the pureions employee. If the customer has objections, he shall raise these directly on site; subsequent complaints will not be recognized.

(3) Components/assemblies provided by the customer: If the customer provides components that are to be coupled with the device or system of pureions, the customer is obliged to check their compatibility with the specifications of pureions in advance. This applies in particular to the dimensions of flanges including the lengths by which the components protrude beyond the flange edges (‘immersion’), but also to vacuum pumps, cooling units, ion conductors, quadrupoles, support frames and similar typical equipment. Corresponding failures shall be borne by the customer.

(4) Functional scope, acceptance, customer interventions: pureions shall ensure the function of the system specified in the offer within the scope of the criteria listed therein. In the case of large devices/system devices, this shall be ensured by an acceptance test at the customer's premises, in the case of small devices, modules, assemblies and other equipment by an in-house acceptance test at pureions, in each case in accordance with predetermined acceptance parameters. The acceptance criteria are set out in the binding offer. Pureions will not make any commitments to extent the functional capacities beyond the features described in the offer. This applies in particular to the behavior of the system with regard to substances other than the test substance specified by pureions, as well as to any interventions of the customer which are not described in the manual, unless these have been authorized by pureions in text form in advance.

(5) Modifications at the customer's request, customer-related delays: Should effort be required for adaptations to achieve compatibility for which the customer is responsible, pureions shall invoice the effort on an hourly basis in addition to the material effort. The same shall apply if the functional test is delayed for reasons for which the customer is responsible.

## § 5 Terms of payment, retention of title, offsetting and right of retention

(1) Prices: All prices are given as net plus freight/shipping costs (e.g. transportation costs, transport insurance), in national traffic plus VAT (currently 19% in Germany), unless otherwise agreed. Fees for international shipping (customs duties, import sales taxes, national taxes, duties, fees, insurance, national certificate costs, etc.) shall be borne by the customer. Transfer of risk and responsibilities shall apply in accordance with the agreed Incoterms® 2020 and - if applicable - in accordance with additional or replacement terms agreed in writing in advance.

(2) Reservation of ownership: The goods shall remain the property of pureions until the invoice amount has been paid in full. The reservation of ownership shall not expire via reselling by the customer or modification of the product (for unauthorized modification see § 10).

(3) Terms of payment: The invoice amount is due for payment without deduction within 30 days after delivery, or after acceptance if applicable. In international business, the payment deadline is 45 days. After this period, payment is automatically in arrears, which may result in additional costs. In the event of late payment, pureions shall be entitled to charge interest on arrears at a rate of 9 percentage points above the prime rate of the European Central Bank.

If special national official procedures in the recipients' country are likely to make the 45-day deadline unattainable, the recipient undertakes to inform pureions of this without being asked, otherwise default shall occur immediately. Furthermore, the recipient undertakes to start such official procedures at the earliest possible time.

Payments shall be made in euros to the pureions bank account specified in the invoice or offer.

(4) Offsetting and right of retention: Offsetting against counterclaims of the customer or the retention of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

## § 6 Contract award, legal succession

pureions shall be free in the execution of the delivery or service, in particular it reserves the right to engage subcontractors if it deems them to be qualified. This applies both to the manufacture of products or product parts, to the procurement of commercially available goods and to the commissioning of services.

Should pureions have a legal successor, this shall enter into all rights and obligations of pureions with regard to the purchase contract concluded with the customer.

## § 7 Warranty and notice of defects

(1) In-house developments by pureions: pureions shall ensure that the devices supplied are free from material and manufacturing defects. The warranty period is 12 months from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by pureions or its vicarious agents, which shall in each case become time-barred in accordance with the statutory provisions. In the event of a defect, the customer has the right to rectification or replacement free of charge. If a defect is due to the fault of pureions, the customer may, under the conditions set out in § 8 demand compensation for damages.

(2) Receiving inspection by the customer: The devices shall be carefully inspected immediately after delivery to the customer. They shall be deemed approved by the customer with regard to obvious defects or other defects that would have been recognizable in an immediate, careful inspection if pureions does not receive a written notice of defects within seven working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the customer if pureions does not receive the notice of defects within seven working days of the time at which the defect became apparent; if the defect was already apparent at an earlier time in normal use, however, this earlier time shall be decisive for the start of the notice period. Pureions informs the customer in the delivery instructions or by marking the corresponding packages if an outer or protective packaging may not be opened by the customer without authorization. Objects from packages marked in this way are opened by pureions personnel or their vicarious agents as part of the installation. They shall be excluded from the aforementioned notice period for defects unless the defect/damage was recognizable to the customer from the outside.

(3) Third-party components: If third-party components are installed in the pureions device (OEM), e.g. vacuum pumps or pressure gauges, the manufacturer's warranties of the respective supplier shall apply.

(4) Warranties: Any further assurances or guarantees require prior agreement in text form. All warranty claims expire immediately in the event of unauthorized tampering. Interventions are inadmissible if they are not described in the manual or have been authorized by pureions in text form. The warranty shall lapse if the customer modifies the delivery item or has it modified by third parties without the consent of pureions and this makes it impossible or unreasonably difficult to rectify the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.

(5) Complaints: pureions shall endeavor to process complaints quickly. In the event of any discrepancies/disagreements between the customer and pureions, priority shall be given to an out-of-court settlement.

(6) Adherence to delivery dates and external influences: pureions shall adhere to the delivery date agreed in the purchase contract to the best of its ability. The devices have a high proportion of electronic components for which there are international procurement risks. No liability shall be assumed for any delays due to delivery bottlenecks - insofar as pureions is not responsible for these - insofar as § 8 does not conflict with this. In particular, the exemption from liability shall apply to components or accessories procured by the customer himself if the assembly of the devices, their commissioning or

other steps are delayed as a result. pureions reserves the right to demand partial payment or advance payment.

## § 8 Liability

(1) The liability of pureions for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tortious acts, shall be limited in accordance with this § 8 limited.

(2) pureions shall not be liable in the event of simple negligence on the part of its bodies, legal representatives, employees or other vicarious agents, unless it is a matter of a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and install the delivery item on time, its freedom from defects of title and such material defects that impair its functionality or usability more than insignificantly, as well as duties of advice, protection and care that are intended to enable the customer to use the delivery item in accordance with the contract or are intended to protect the life and limb of the customer's personnel or to protect the customer's property from significant damage.

(3) Insofar as pureions pursuant to § 8(2), this liability shall be limited to damages which pureions foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended. The above provisions of this paragraph 3 shall not apply in the event of intentional or grossly negligent conduct on the part of members of the executive bodies or senior executives of pureions.

(4) In the event of liability for simple negligence, pureions' obligation to pay compensation for property damage and resulting further financial losses shall be limited to an amount of EUR 3 million per claim, even if this involves a breach of material contractual obligations.

(5) The above exclusions and limitations of liability shall apply to the same extent in favor of the bodies, legal representatives, employees and other vicarious agents of pureions.

(6) Insofar as pureions provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of any liability.

(7) The restrictions of this § 8 shall not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

## § 9 Force majeure

(1) Pureions shall not be liable for impossibility of delivery or delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract for which pureions is not responsible. This includes all unforeseeable events as well as events which - insofar as they could have been foreseen - are outside the sphere of influence of the contracting parties. This includes in particular, but is not limited to, the following events:

a) war and conflict events in which the country where pureions is located or that of the customer are directly or indirectly involved, or events that interrupt the supply chain for components that are necessary for the order and cannot be replaced in any other way,

b) sanctions or trade restrictions imposed by third parties, which pureions must comply with, as well as strikes and lockouts.

c) (trans)national/global events such as epidemics/pandemics and infectious diseases (insofar as such is declared by the WHO or a ministry or a risk level of at least "moderate" has been determined by the Robert Koch Institute), which in particular prevent or significantly impede or delay the free exchange of goods between the country of location of pureions and the customer,

d) natural disasters such as floods, storm surges, hurricanes and typhoons as well as other storms on the scale of a catastrophe, earthquakes, lightning strikes, avalanches and landslides and fire, which prevent or significantly impede or delay the exchange of goods.

(2) If an event occurs after (1) between submission of the offer by pureions and placement of the order by the customer, pureions shall be entitled to withdraw the offer. In this case, pureions shall inform the customer as soon as possible that it does not accept the order.

(3) If an event pursuant to (1) occurs after acceptance of the order but before complete fulfillment of the contract, then

a) the contracting parties shall inform each other of these circumstances as soon as they become aware of them. The order shall then be rescinded.

b) Rescission shall not apply in the event that the contracting parties have agreed otherwise in writing upon conclusion of the contract or

c) the required official (export) license is not granted due to an (avoidable) omission by the customer (see § 10).

(4) The details of such a reversal in accordance with (3) are regulated as follows:

a) Partial services that have already been provided by pureions, e.g. partially delivered devices, are excluded from reversal.

b) Components that have been procured specifically with regard to the order or for which subcontracts have already been awarded to third parties, insofar as these components cannot be used for other customers, are excluded from reversal. This applies in particular, for example, to vacuum pumps, vacuum components and pressure gauges.

c) Work performed by pureions specifically for this order, e.g. development or manufacturing services, shall be excluded from reversal.

Pureions shall provide the customer with a list of the services from a, b, c) with reasons why they cannot be reused in other orders. The customer shall bear the costs for these services rendered as they result proportionately from the original contract. Insofar as the customer has not yet received

the services according to a, b, c), the customer can demand the transfer of the components and the result of the work performance from pureions against reimbursement of the costs of the transfer expenditure as soon as this is possible within one year within the framework of the event according to (1) and insofar as the components have been delivered by third-party companies in the meantime. For reasons that originate in the qualification of the customer, § 10(3) applies.

(5) Both contracting parties shall endeavor to modify the contract by mutual agreement, e.g. with regard to the delivery date, should the impeding event according to (1) be foreseeably limited in time. In this case Pureions is entitled to extend its delivery dates and deadlines depending on the extent and duration of the force majeure event and its consequences, without granting the customer a right of withdrawal from the contract or a claim for damages. For the period of the justified extension of the delivery dates and deadlines, pureions shall not be in default.

(6) The contracting parties shall continue to endeavor to adapt the contract in such a way that components required due to delivery problems are replaced by similar components, even if this means that warranted specifications are no longer fully met, but the core of the original order can be fulfilled.

(7) If pureions is in default with a delivery or service or if a delivery or service becomes impossible for whatever reason, pureions' liability for damages shall be limited in accordance with § 9 of these T&C. Mandatory statutory provisions shall not be affected by this.

## § 10 Infringement of rights

(1) Modification, reverse engineering: The purchaser of pureions products acquires them in their functional or intended form. The purchaser thus acquires no right of use outside the usual or agreed intended use (reference is the manual) or any use that violates the integrity of the product. In particular, the purchaser undertakes not to reverse-engineer, disassemble or decompile the product, nor to reproduce it in any way. The copyright / design / and other rights of pureions as the originator of the product shall apply. In addition, reference is made to existing patents from which claims for damages can be derived in the event of infringement. The same applies to the aforementioned infringement of rights without explicit patent protection.

(2) Unauthorized use: The use of the products for unauthorized areas, in particular for non-civil or unethical purposes, is not permitted. Pureions reserves the right to reclaim and claim damages, especially if pureions itself would be suspected of legal violations as a result.

(3) Qualification of the customer: Pureions only delivers to business customers with a valid loadable address. A subsequent or subsequently known disqualification of a customer due to any unlawful behavior in business transactions (e.g. unfair trading practices according to EU conditions, infringement of property rights, use of products in unauthorized areas, according to (2)) entitles pureions to withdraw from the contract and reimbursement of the costs incurred or to be incurred by pureions as a result. Any services rendered shall be reimbursed. pureions reserves the right to claim further damages, which shall be measured according to the extent of the misconduct and its [direct and indirect] negative impact on pureions' economic success.

(4) Duty to cooperate: The customer has an unrestricted duty to cooperate in obtaining the necessary export or import license, including the immediate and transparent communication of any grounds for exclusion of delivery. If the official approval of the delivery of goods is denied due to an (avoidable) omission by the customer, the contract shall be rescinded at the customer's expense.

## § 11 Data protection

Personal data is only collected, processed and used for the purpose of processing the contract.

## § 12 Modification of the T&C

As part of the offer, the customer is referred to the T&C, which are also made available to him as an attachment or as a download. The customer expressly recognizes these T&C as binding for an order or purchase contract based on them. The T&C of pureions are part of the offer in the same sense as the technical specifications of the offer. Any subsequent unilateral request by the customer to modify in particular this passage of the T&C of pureions is excluded. Deviating, conflicting or supplementary General Terms and Conditions of the customer shall only become a supplementary part of the contract if and to the extent that pureions has expressly agreed to their validity in writing. Otherwise, the customer's general terms and conditions shall be deemed not to have been incorporated. Mandatory statutory provisions shall remain unaffected. An analogous procedure applies to the inclusion of other prefabricated passages on the part of the customer (e.g. formulations on standardized order forms and similar). The customer is free to negotiate deviating conditions with pureions in detail. However, such an agreement can only become part of the contract if a new written offer is made by pureions on which this is noted.

## § 13 Final provision and severability clause

(1) For all disputes arising from the contractual relationship, if the customer is a merchant, a legal entity under public law or a special fund under public law, the action is to be brought before the court that has jurisdiction for the registered office of pureions, i.e. in Munich. Pureions is also entitled to sue at the customer's headquarters. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

(2) Amendments or additions to these T&C must be made in writing.

(3) The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(4) Insofar as the contract or these T&C contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these T&C if they had been aware of the loophole. Should one of the aforementioned points be legally invalid, the remaining parts of these T&C shall continue to apply. Alternatively, the ineffective components shall be based on the statutory provision, insofar as such exists; alternatively, the contracting parties shall formulate a passage corresponding to the idea of the point.

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