

General Terms and Conditions

Subject to change

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1. Company, Scope of Application

1.1 PROREC GmbH, Bruno-Bürgel-Weg 142-144, 12439 Berlin (hereinafter referred to as "**PROREC**"), is a company specializing in the construction of research and development test systems (hereinafter referred to as "**R&D Systems**") on a laboratory, technical center and pilot scale. Its services include process engineering systems, process engineering concept development and detailed design ("Engineering"), safety studies and analyses, as well as consulting in the identification and resolution of problems with existing R&D systems owned by customers (collectively referred to as "**Services**").

1.2 The Services are provided exclusively to entrepreneurs (as defined in Section 14(1) of the German Civil Code (BGB)), as well as to legal entities under public law and special funds under public law.

1.3 These General Terms and Conditions (hereinafter referred to as "**GTC**") apply to the provision of all Services by PROREC and to all related contracts, declarations of intent, and business or business-like actions with the customer (hereinafter referred to as "**Customer**"). PROREC expressly objects to any terms and conditions of delivery or performance of the Customer that conflict with these GTC. Such terms and conditions shall not become part of agreements with the Customer unless their validity has been expressly confirmed by PROREC.

1.4 These GTC shall apply, upon their initial effective inclusion, to individual contracts (see Clause 2.2) and all future legal transactions between the parties.

2. Catalog /Advertising Information, Individual Contracts

2.1 Information and representations in catalogs, advertising materials, and on PROREC's website do not constitute binding contractual offers.

2.2 The type, content, and scope of the Services to be provided by PROREC, including prices, project schedules, and any deadlines, shall be agreed upon in a separate individual contract between the parties, which shall supplement these GTC. In the event of discrepancies, the provisions of the individual contract shall take precedence over those of the GTC.

2.3 Upon the Customer's request, PROREC shall provide a binding offer for the provision of Services. Unless otherwise agreed, PROREC shall be bound by this offer for four weeks from the date of receipt by the Customer. The individual contract shall be concluded upon the Customer's acceptance of the offer. In the event of conflicts between the provisions of the individual contract and these GTC, the provisions of the individual contract shall prevail.

2.4 Individual contracts may specify a separate term and cannot be terminated ordinarily during their term. The right to extraordinary termination for good cause in accordance with statutory provisions remains unaffected for both parties.

3. Performance of Services, Instructions, Deadlines, Subcontracting

3.1 PROREC shall perform the Services independently, with due care, and in accordance with the latest state of technology and science. Depending on the agreed-upon Service, PROREC may sell equipment or be obligated to achieve a specific result, thereby providing a work performance. Certain Services shall be rendered as pure services. PROREC shall apply the methods, processes, tools, and standards, particularly for development and quality management, as may be further defined with the Customer in the individual contract. Regardless of the contract concluded, PROREC does not guarantee a specific economic success.

3.2 Unless otherwise agreed, PROREC shall perform the Services at its own premises and using its own resources.

3.3 If a specific piece of equipment or other goods is the subject of the contract, delivery of the contractual item shall mean delivery to the Customer. Unless otherwise agreed, PROREC is only obligated to deliver the goods, not to install or commission them (see Clause 4).

3.4 The Customer is authorized to monitor the performance of the Services by PROREC and to issue individual instructions within the framework of the overall project. If an instruction from the Customer or other circumstances attributable to the Customer result in an expansion of the scope of Services, an increase in workload, or cost increases, PROREC shall promptly notify the Customer. The parties shall then agree on an appropriate adjustment to the remuneration. If the parties cannot agree on an adjustment, the Customer shall reimburse the necessary additional material costs incurred and the time spent at PROREC's hourly rate.

3.5 Unless otherwise agreed, PROREC is permitted to perform the Services using its own employees or appropriately qualified subcontractors or external specialists without requiring separate consent from the Customer.

3.6 Unless otherwise agreed, dates or delivery deadlines specified in the individual contract are not fixed deadlines. If a date or deadline is exceeded, the Customer shall grant PROREC a reasonable grace period. Compliance with dates or deadlines is contingent upon the timely and proper fulfillment of the Customer's obligations (see Clause 6).

3.7 In the event of delays due to force majeure, such as natural disasters, pandemics, strikes, lockouts, governmental actions, or other unforeseeable disruptions or delays in the delivery of materials or machinery by PROREC's contractual partners, despite prior congruent hedging transactions, a binding or non-binding delivery deadline shall be extended by the corresponding period. This does not apply if PROREC is responsible for the delay. PROREC shall promptly inform the Customer of the delay. If the impediment lasts longer than three months, the Customer may withdraw from the contract, after setting a reasonable grace period, to the extent that the contract has not yet been fulfilled. If the performance period is extended or PROREC is released from its performance obligation in the aforementioned cases, claims for damages by the Customer are excluded.

4. Acceptance for Work Performances

4.1 If the Service owed involves achieving a specific result (e.g., a problem-solving concept for an existing R&D facility, planning concepts, contractually agreed installation and commissioning of facilities), the Customer shall accept the Service upon completion of the overall project. An acceptance protocol shall be prepared in written or electronic form. Unless otherwise agreed, partial acceptances shall also take place at predetermined dates for partial performances.

4.2 If no fixed acceptance dates have been agreed, PROREC shall notify the Customer of the readiness of the Service for acceptance with a minimum notice period of one week in written or electronic form (e.g., email). The Customer is obligated to participate in the acceptance or partial acceptances.

4.3 The Customer shall confirm acceptance of the Service in writing or electronically within 15 business days from the date of handover. Defects must be clearly and specifically described and reported to PROREC promptly, but no later than within 10 business days.

4.4 If the Customer does not accept the Service, even though it is free of defects or has only minor defects, the Service shall be deemed accepted 20 business days after it has been made available for acceptance.

4.5 Upon acceptance, the Customer may no longer assert defects that were obvious and not specifically recorded in the acceptance protocol.

5. Remuneration, Invoicing, Due Dates, Travel Expenses, Default

5.1 The fees specified in the individual contract by PROREC shall apply. Depending on the individual contract, either a flat fee or billing based on time spent at the agreed hourly rate

shall be agreed upon. If no hourly rate is specified in the individual contract, the time spent shall be compensated at a base hourly rate of EUR 160.00 net.

5.2 All prices are net prices, excluding deductions, plus VAT. Unless otherwise agreed, prices are also exclusive of packaging and any shipping costs. For deliveries abroad, prices are exclusive of any applicable customs duties/charges, which shall be borne by the Customer.

5.3 When billing is based on time spent, charges are calculated in increments of six (6) minutes (0.1 increments). If the individual contract specifies remuneration based on "man-days," one man-day is defined as 8 full working hours.

5.4 In individual contracts, partial payments are generally agreed upon for achieving specific objectives (so-called "milestones"). Unless otherwise agreed, in the case of work performances (see Clause 4.1), an advance payment of 35% of the total contract value is due upon conclusion of the contract. A further 30% of the total contract value is due upon completion of the planning services (engineering), another 25% upon delivery, and the remaining balance upon acceptance of the completed work by the customer.

5.5 If the delivery of equipment or goods is owed without installation and commissioning (see Clause 3.3), invoicing shall occur upon delivery.

5.6 Services billed based on time spent are recorded in a time-tracking system and invoiced monthly in the following month.

5.7 Payment is due within 14 days after the invoice is issued and received by the customer.

5.8 If services are provided at the customer's request outside of PROREC's premises, travel and transportation costs, as well as any accommodation expenses, must be reimbursed separately. Expenses are reimbursed—where necessary—based on the actual costs incurred and upon submission of appropriate receipts to the customer. In any case, reimbursable expenses include travel costs by car at a rate of 35 cents per kilometer, first-class train travel, and economy-class airfare.

5.9 If the agreed payment is not received by PROREC by the due date, PROREC will issue a payment reminder to the customer, granting a reasonable grace period. If the grace period expires without payment, default interest of 12 percentage points above the applicable base interest rate will be charged. The customer retains the right to prove that PROREC has incurred no damage or a lesser amount of damage than the aforementioned flat-rate default interest. After the aforementioned payment deadline expires without success, PROREC is entitled to withdraw from the contract to the extent that it has not

yet been fulfilled. The assertion of further or additional damages remains unaffected by the foregoing clauses.

6. Customer Obligations, Project Collaboration

6.1 If services are to be performed at the Customer's premises by separate agreement, the Customer is responsible for providing on-site orientation, such as training or informing PROREC's employees about local safety, plant, or special regulations. PROREC's personnel will comply with the corresponding on-site instructions.

6.2 Where necessary, the customer shall provide on-site operational resources such as computers, internet access, gas or water connections, and power supply.

6.3 If the installation and commissioning of equipment is owed (see Clauses 3.3 and 4.1), the Customer is obligated to create the conditions necessary for timely commissioning, particularly by properly coordinating and organizing construction work on their premises and ensuring that all required preparatory work is completed by the agreed date.

6.4 The Customer shall provide PROREC with all necessary information and documents for the work, fully and without errors. PROREC shall review this information for any inconsistencies and notify the customer of any defects or omissions.

6.5 To fulfill certification and documentation obligations, the Customer shall provide PROREC with all relevant data and information as well as the applicable legal framework. The Customer alone is responsible for the completeness and accuracy of the data and information.

6.6 The contractual parties shall designate knowledgeable contact persons in the individual contracts who are responsible for project execution and authorized to make or initiate decisions.

7. Changes to Services – "Scope Change Request" Procedure

7.1 If the Customer requests changes to the Services after the conclusion of the individual contract, the parties shall proceed in accordance with this Clause 7 under the change request procedure.

7.2 The Customer shall communicate any desired changes and/or additions to the

contractual subject matter in writing or electronically. PROREC shall promptly inform the Customer of the impact of the changes on the time and cost plan specified in the individual Contract and shall submit a modified offer.

7.3 If the Customer accepts PROREC's modified offer, the contractual changes shall become part of the individual contract as an addendum and shall modify, in particular, the services, schedule, and remuneration. The modified offer signed by the Customer shall be attached to the respective individual contracts as an annex.

8. Non-Solicitation Clause

The parties acknowledge that sensitive information may be exchanged and employees with specialized expertise may be involved in the course of the contractual relationship. Therefore, the parties mutually agree not to directly or indirectly solicit any employees of the other party involved in the respective individual contract during its term and for two years after its termination. For each individual case of culpable violation of this prohibition, the soliciting party shall pay a contractual penalty determined at the discretion of the solicited party, which may be reviewed by a court for reasonableness, but shall be no less than EUR 10,000.00.

9. Warranty, Liability, and Duty to Inspect

9.1 PROREC shall perform its Services diligently and conscientiously. For Services that are not aimed at achieving a specific result, the warranty shall be governed by statutory provisions.

9.2 For work services aimed at achieving a specific result (see Clause 4.1 of the GTC), PROREC warrants the objectives specified in detail in the individual contract. However, the parties agree that Services related to the construction of R&D systems are experimental in nature. Therefore, beyond the expressly guaranteed objectives and parameters, no warranty is provided – for example, for specific outcomes of the applied chemical process.

9.3 In the event of a defect in the work, the Customer shall grant PROREC a reasonable period to remedy the defect. PROREC may, at its discretion, either rectify the defect or create a new work. PROREC may refuse to remedy the defect if doing so would involve disproportionate costs. In this respect, the statutory warranty provisions shall apply.

9.4 The warranty period is one year from acceptance or, in the case of services, from delivery of the Service. The shortened warranty period, as well as the exclusion of warranty under Clause 9.2, sentence 2 of the GTC, shall not apply in cases of intent,

fraudulent concealment of a defect, or where PROREC has provided a guarantee for the quality of the delivered item. It also does not apply to claims for defects in cases of injury to life, body, or health, claims under the Product Liability Act, grossly negligent breaches of duty, or culpable breaches of essential contractual obligations. Essential contractual obligations are those whose fulfillment is necessary for the proper execution of the Contract and on whose compliance the Customer regularly relies and may rely, and whose breach jeopardizes the achievement of the Contract's purpose.

9.5 Warranty claims do not apply in cases where defects are due to instructions or information provided by the Customer, operating errors, or interventions carried out by third parties or the Customer without PROREC's consent. This also applies to natural wear and tear, temperature and weather influences, and the use of unsuitable accessories, unless PROREC is responsible for these effects.

9.6 Claims for damages due to breach of duty and tort, as well as claims for reimbursement of futile expenses, are excluded both against PROREC and its agents and vicarious agents. This exclusion of liability does not apply in the cases listed in Clause 9.4, sentences 2 and 3 of the GTC. In cases of slight negligence, liability is limited to the typically foreseeable damage and, if exceeded, to a maximum of EUR 2 million per damage event, unless it concerns injury to life, body, or health, a culpable breach of essential contractual obligations (see Clause 9.4, sentence 3), or claims under the Product Liability Act.

9.7 The Customer is obligated to inspect the goods immediately upon receipt and to notify PROREC promptly of any defects. If the Customer fails to provide such notification, the goods shall be deemed approved unless the defect was not detectable during the inspection. If such a defect is discovered later, it must be reported immediately upon discovery; otherwise, the goods shall also be deemed approved with respect to this defect.

9.8 The defect notification must be made in writing or electronically (e.g., email) and must include a specific description of the defect. The deadline for defect notification is four business days from receipt of the goods, or for hidden defects, from their discovery, unless the Customer proves that compliance with the deadline was not possible even with proper business conduct. Otherwise, Section 377 of the German Commercial Code (HGB) applies.

10. Transfer of Risk, Default of Acceptance in Equipment Delivery

10.1 If the delivery of equipment or other goods without installation and commissioning is owed (see Clause 3.3), the transfer of risk occurs upon the arrival of the goods at the Customer's location (unloaded).

10.2 The risk of accidental loss or accidental deterioration of the goods transfers to the Customer at the moment the Customer defaults on acceptance.

10.3 The Customer is obligated to accept the goods. If the Customer defaults on acceptance, he shall reimburse PROREC for any resulting additional costs, particularly interim storage and preservation costs. The provisions of this Clause 10 do not affect PROREC's further statutory rights due to default of acceptance.

11. Retention of Title

11.1 Goods purchased for the Customer, works created, or other deliveries and services remain the property of PROREC until full payment by the Customer. If the Customer is permitted to resell the secured items, they assign their claims from the resale to PROREC.

11.2 If contractual items are processed or inseparably mixed with other items, PROREC acquires co-ownership of the new item in proportion to the invoice value of the contractual item to the processed item. PROREC undertakes, upon separate request, to release the securities held in its favor if their value exceeds the total outstanding claims by more than 20%.

12. Rights and Ownership of Services

12.1 Services provided by PROREC under the contract are protected by copyright, related rights, and, where applicable, other intellectual property rights (e.g., utility models, patents, design rights, trademark rights, etc.). This applies particularly to software, planning documents, sketches, etc. However, PROREC may also provide services that constitute know-how or trade secrets that are not separately protectable. All rights to intellectual property remain exclusively with PROREC. If intellectual property is provided to the customer in tangible form (e.g., drawings on paper, CD-ROM, USB stick) as part of the contract, the Customer acquires ownership of the tangible medium.

12.2 PROREC grants the Customer a non-exclusive, non-transferable, unlimited right in terms of time and geography to use the intellectual property within the scope specified in the individual contract and for all necessary types of use. This includes, in particular, the right to reproduce, distribute, make publicly accessible, and modify the services. The transfer of rights to third parties is permitted only with PROREC's consent. Copyright notices on the services may not be removed. In the case of software services, Sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected.

12.3 Services may contain information that can be patented, protected by utility models, or otherwise protected. Unless otherwise agreed, only PROREC is entitled to apply for,

maintain, and exploit such intellectual property rights at its own expense.

13. Confidentiality

13.1 All confidential information, documents, business and trade secrets, as well as personal data transmitted by the parties in connection with the respective individual contract, must be kept confidential indefinitely and beyond the duration of the respective individual contracts. "Confidential information" does not include information that is publicly known or that the respective contracting party can prove was already received from third parties without any obligation of confidentiality.

13.2 The respective contracting party is only authorized to use confidential information within the scope and for the execution of the individual contract. Any further use or disclosure of confidential information to third parties requires the prior written consent of the other contracting party. This does not apply if the information must be disclosed due to an official or court order. In such cases, the affected contracting party shall be informed of the order without delay.

13.3 Confidential information must be stored separately from other documents and protected against unauthorized access through appropriate security measures.

13.4 Upon termination of the respective individual contract, the contracting party receiving the Confidential information shall immediately return all documents (including existing copies) containing Confidential information that were provided to them or their representatives or employees, or, upon request, delete or destroy them to the extent legally permissible. Retention rights are excluded.

13.5 The contracting parties mutually agree to make confidential information and documents accessible only to those employees who necessarily require them for negotiations, preparation, execution, and processing of the project/contract. The respective contracting party shall impose the same confidentiality, secrecy, and data protection obligations in writing on these employees as those to which they are bound under this Clause 13.

14. Set-Off, Right of Retention

14.1 The Customer is only entitled to set-off, retention, or to raise the defense of non-performance of the Contract if the respective prerequisites have been legally established, acknowledged, undisputed, or ready for decision. This restriction does not apply if the respective claim of the Customer and the respective claim of PROREC are directly related to this Contract.

14.2 In the event of the Customer's payment default, PROREC is entitled to exercise a right of retention for all further services arising from the business relationship until the payment default is remedied. If the default does not concern minor amounts, PROREC is entitled to demand advance payment for all subsequent orders that have already been placed.

15. Final Provisions

15.1 The place of jurisdiction is the registered office of PROREC. However, PROREC reserves the right to bring claims against the customer at another legally permissible place of jurisdiction.

15.2 German law shall apply, excluding German private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.3 Should individual provisions of these General Terms and Conditions (GTC) or the individual contract be wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. The contracting parties shall endeavor to replace the invalid or unenforceable provision with a legally permissible and enforceable provision that most closely reflects the economic intent of the parties. The same applies to filling contractual gaps.