

General Terms and Conditions of Sale, Delivery, and Service

I. General Provisions

1. The following terms and conditions exclusively govern all deliveries and services provided by Q.ANT to the customer as well as all other legal relationships between Q.ANT and the customer and are deemed an integral part of the contract concluded between Q.ANT and the customer. The customer's own terms and conditions shall not become part of the contract, even if Q.ANT does not expressly object to them upon acceptance of the order or executes a delivery to the customer with knowledge of the customer's conflicting, additional, or deviating terms without reservation. These terms and conditions shall apply accordingly to contracts for work and services. In the case of contracts for work, acceptance shall replace the receipt of the delivered products, and in the case of contracts for services, the receipt of the service shall replace the receipt of the delivered products.
2. No verbal side agreements to concluded contracts exist. Side agreements and amendments to the contract must be in writing to be effective. This requirement of written form cannot be waived or overridden either orally or implicitly.
3. The legal relationships between Q.ANT and the customer shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and German international private law.
4. The place of jurisdiction for all disputes between the customer and Q.ANT shall be exclusively the registered office of Q.ANT, unless an exclusive place of jurisdiction is stipulated otherwise. Q.ANT reserves the right to bring an action at the customer's place of business.
5. The customer shall only be entitled to withhold payments or other own services or to offset with own counterclaims to the extent that its right of retention or its counterclaims are undisputed or have been legally established. The defense of non-performance of the contract remains unaffected for the customer.
6. These terms and conditions do not entail any change in the burden of proof to the detriment of the customer.

7. Q.ANT is entitled at any time to make technical changes, provided they serve the purpose of improvement.
8. For the initiation and execution of the contract, the processing of contact and interaction data of the customer's contact persons is necessary. Q.ANT processes this personal data based on a legitimate interest in ensuring the traceability of the business relationship and supporting communication in the execution of the contractual relationship.
9. For the initiation and execution of contracts as well as subsequent services, Q.ANT transmits employee contact data to the customer to enable orderly communication and service processing. The customer may use this data solely for the execution of the respective contractual relationship with Q.ANT.

II. Characteristics, Delivery/Performance Time, Performance Obstacles

1. The characteristics of the contractual item are determined by the agreed performance characteristics (in particular type, quantity, quality, functionality, compatibility, interoperability). To the extent that the parties have agreed on specific characteristics, a particular purpose of use, specific accessories, or specific instructions, only these characteristics, suitability for this intended use, accessories, and instructions are owed. In this respect, the ordinary use of the contractual item or the characteristics of the contractual item, accessories, or instructions that the customer might expect without further agreement are not relevant.
2. The delivery/performance time are regulated in the agreements between Q.ANT and the customer. It is only binding if expressly agreed upon. Compliance by Q.ANT requires that all commercial and technical details of the contract have been conclusively clarified between the contracting parties and that the customer has fulfilled all obligations incumbent upon it, such as special acts of cooperation, provisions, or advance payments. If this is not the case, the delivery/performance time shall be extended appropriately. If changes to the scope of delivery/performance become necessary subsequently or are requested by the customer, the delivery/performance time shall also be extended appropriately.

3. If a delay in delivery/performance is due to unforeseeable circumstances not attributable to Q.ANT, Q.ANT shall not be liable for the delay; the delivery/performance time shall be extended appropriately. This also applies in the event of defective or untimely self-supply, provided Q.ANT has made an equivalent covering purchase and is not at fault for the defective or untimely self-supply. Q.ANT will inform the customer of the beginning and end of such circumstances as soon as possible.
4. If unforeseeable circumstances not attributable to Q.ANT, as described in the preceding paragraph, make the fulfillment of the contract unreasonably difficult for Q.ANT for an unforeseeable or contract-threatening duration, and if the performance obstacle cannot be overcome by Q.ANT with reasonable effort, Q.ANT shall have the right to withdraw from the contract. In such cases, Q.ANT is obligated to inform the customer immediately about the performance-impairing circumstances and, upon exercising the right of withdrawal, to promptly refund any consideration already received from the customer. Claims by the customer beyond the reimbursement of such consideration are excluded.

III. Shipping Conditions, Payment Terms, Prices

1. For the shipment of goods from Q.ANT to the customer, the INCOTERMS shipping clauses in their current version at the conclusion of the respective contract shall be deemed as contractually incorporated. Unless otherwise agreed, all shipments from Q.ANT shall be made according to the INCOTERMS 2020 shipping clause "EXW (Ex Works) Q.ANT manufacturing facility." If it is agreed that Q.ANT will insure the transport, this insurance only covers the transport from the manufacturing facility to the boundary of the customer's company premises.
2. Unless otherwise agreed, all invoices issued by Q.ANT are payable without deduction within 30 days of receipt of the invoice by the customer to the account specified by Q.ANT. The timeliness of payment is determined by the date the amount is credited to Q.ANT's account.
3. Q.ANT reserves the right to require advance payment or a deposit from the customer.
4. Agreed prices are, unless otherwise stated, net prices excluding any applicable statutory value-added tax at the rate valid at the time of delivery or performance, as well as any other taxes, duties, tariffs, and fees.

IV. Retention of Title

1. Q.ANT retains ownership of the contractual item under the purchase contract, contract for delivery of goods, or contract for work until full settlement of all payment obligations – including any additional ancillary services owed – under the respective contract.
2. Until full settlement of all payment obligations, the customer may neither sell nor pledge the contractual item subject to retention of title, nor transfer it as security.
3. The customer is only entitled to process or sell the contractual item in the ordinary course of business – but not to pledge or transfer it as security – before full settlement of all payment obligations, if the customer has

clearly ordered the goods as an integrator or other intermediary and as long as the customer is not in default of payment or subject to insolvency proceedings. All claims arising from processing or resale against third parties are hereby assigned in advance by the customer to Q.ANT to secure Q.ANT's payment claims. This assignment applies regardless of whether the reserved goods were sold without or after processing. Notwithstanding the assignment, the customer remains authorized to collect the claim and Q.ANT will not collect the claim as long as the customer is not in default of payment or subject to insolvency proceedings. The processing and combination of the reserved goods by the customer shall be carried out exclusively for Q.ANT. If combined with other movable items not belonging to Q.ANT, Q.ANT shall acquire co-ownership of the new item in proportion to the acquisition values of the reserved goods and the other items combined with them at the time of processing.

4. In the event of seizures, confiscations, or other dispositions by third parties, the customer must notify Q.ANT immediately.
5. In the case of breach of contract by the customer, especially in the event of payment default, Q.ANT shall be entitled to reclaim the contractual item after withdrawal from the contract, and the customer shall be obliged to surrender it. In such cases, Q.ANT may choose to require the customer to deliver the contractual item at the customer's own expense and risk to Q.ANT's registered office, or to permit Q.ANT to collect the contractual item on-site. If Q.ANT chooses to collect the contractual item, the customer must grant Q.ANT unrestricted access to the location and access to the contractual item for the duration of deinstallation and collection and must remove any obstacles to collection at the customer's own expense. Q.ANT may demand reimbursement from the customer for the costs of deinstallation and collection in addition to compensation for other damages.

V. Claims for Defects ("Warranty")

1. If defects are present in the purchased contractual item or the work performance at the time of the transfer of risk, Q.ANT shall be liable – excluding further claims but subject to liability for damages under Section VI – only in accordance with the following provisions:
 - 1.1 Q.ANT will, at its discretion, remedy all defective parts of the contractual item free of charge or replace them with defect-free parts ("subsequent performance"). Q.ANT will choose the form of subsequent performance that is appropriate considering the overall circumstances and proportionate in terms of the associated costs. In the case of replacement delivery, the customer must compensate Q.ANT for the use of the replaced original item.
 - 1.2 The place of performance for subsequent performance is the agreed place of destination of the contractual item. Q.ANT reserves the right to carry out repair work, if necessary, at its own facility. Q.ANT will bear the costs of subsequent performance, regularly including transport, travel, labor, and material costs (including removal and installation or attachment, if the contractual item was installed in or attached to another item according to its nature and intended contractual use) up to the place of the subsequent performance. Q.ANT may reduce the

costs of subsequent performance (including removal and installation or attachment) by performing all necessary work itself, provided this is reasonable for the customer. Q.ANT reserves the right to refuse subsequent performance or its associated expenses if they are disproportionate with respect to their costs. If the contractual item has been moved by the customer to a location other than the agreed place of destination, and this increases the costs of subsequent performance, the additional costs shall be borne by the customer based on Q.ANT's price list valid at the time of performance, which will be provided to the customer upon request. Any additional costs incurred abroad shall be borne by the customer according to the applicable billing rates in that country.

- 1.3 The customer is entitled to withdraw from the contract or reduce the contract price due to a defect only if Q.ANT – subject to statutory exceptions – has allowed a reasonable period for repair or replacement to pass without success, or if subsequent performance has repeatedly failed and another attempt is unreasonable for the customer. The right of withdrawal is limited to defects that impair the usability of the contractual item.
- 1.4 Claims for damages may only be asserted in accordance with Section VI.
- 1.5 Normal wear and tear of components or tools during proper use does not constitute claims for defects.
- 1.6 Claims for defects are excluded if the defect is due to the customer's failure to follow installation or operating instructions, neglect of required maintenance, maintenance contrary to the maintenance instructions (operating manual), or use of non-original parts. For maintenance, servicing, and operation, original Q.ANT replacement and wear parts must be used.
- 1.7 If the contractual item infringes third-party industrial property rights or copyrights, Q.ANT will, at its own expense, secure the customer's right to continued use or modify the contractual item in a way that is reasonable for the customer and eliminates the infringement. If this is not possible under economically reasonable conditions or within a reasonable time, both the customer and Q.ANT may withdraw from the contract.

Q.ANT's obligations in the event of infringement of property or copyright – subject to Section VI – are final and exist only if:

- the customer has not contributed to increased damage by delaying notification of the infringement of industrial property rights or copyrights,
- the customer supports Q.ANT to a reasonable extent in defending the claims and enables Q.ANT to carry out the modifications described in the paragraph above,
- Q.ANT retains all rights to defense measures, including out-of-court settlements, and

- the legal defect or infringement is not caused by the customer, especially due to specifications provided by the customer or unauthorized modifications or use of the contractual item in a manner not in accordance with the contract.

1.8 The exclusion of customer rights due to obvious or recognized defects that were not reported immediately remains unaffected.

2. If the customer, with Q.ANT's required consent, undertakes actions to remedy defects that Q.ANT would be obligated to perform under the above provisions, the customer shall not be considered Q.ANT's vicarious agent. Q.ANT is liable for the consequences of such actions only if the customer acted according to Q.ANT's instructions. Q.ANT will reimburse the customer for the costs of such actions up to the amount Q.ANT would have incurred without the customer's self-assessment.
3. In the case of the purchase of used items, liability for defects is excluded unless otherwise agreed.
4. Claims by the customer for fraudulently concealed defects or based on a quality or durability guarantee assumed by Q.ANT remain unaffected.

VI. Liability for Damages

1. For damages not occurring to the contractual item itself, Q.ANT shall be liable – regardless of the legal basis – only in the following cases:
 - in cases of intent, or
 - in cases of gross negligence by the owner, legal representatives, corporate bodies, or senior executives, or
 - in cases of culpable injury to life, body, or health, or
 - in cases of defects fraudulently concealed by Q.ANT, or
 - under a guarantee commitment, or
 - where liability is mandatory under the German Product Liability Act for personal or property damage.

In cases of culpable breach of essential contractual obligations (especially the obligation to deliver on time and free of defects), Q.ANT shall also be liable for gross negligence by non-senior executives and for slight negligence, in the latter case limited to the typical, reasonably foreseeable damage under the contract.

Further claims are excluded.

2. Q.ANT shall not be liable – insofar as it is not responsible – in particular for the following: inappropriate or improper use, incorrect assembly or commissioning by the customer or third parties, normal wear and tear, incorrect or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical, or electrical influences. If the customer or a third party improperly repairs the contractual item, Q.ANT shall not be liable for the resulting consequences. The same applies to modifications of the purchased/performance item without prior approval by Q.ANT.
3. The limitation period for the customer's claims for damages based on defects in the purchased/performance item shall be

governed by the provisions in Section VII.

VII. Warranty Period, Other Limitation Periods

1. Claims for defects, regardless of the legal basis, shall become time-barred – unless otherwise agreed – after twelve months:
 - a. in the case of a purchase, from the delivery of the contractual item, and
 - b. in the case of work performances or agreed acceptance, from the actual or deemed acceptance of the contractual item by the customer.
2. If Q.ANT provides services for subsequent performance, the limitation period for defect claims shall only restart if Q.ANT has unconditionally acknowledged the obligation for subsequent performance. Any acknowledgment by Q.ANT of the obligation for subsequent performance causes the limitation period to restart only with respect to the acknowledged defects. Services for subsequent performance provided by Q.ANT as a gesture of goodwill do not constitute acknowledgment of the reported defects and do not trigger a restart of the limitation period.
3. All other claims by the customer against Q.ANT – regardless of the legal basis – shall become time-barred after twelve months from the time the customer became aware of them or should have become aware of them without gross negligence.
4. The statutory limitation period for recourse claims by the customer against Q.ANT due to a defect in a newly manufactured contractual item resold by the customer (supplier recourse, § 445b BGB) remains unaffected. The limitation of these recourse claims shall not occur earlier than two months after the customer has fulfilled the claims of its buyer. This suspension of expiration ends no later than five years after Q.ANT delivered the contractual item to the customer.
5. The reduction of the limitation period to twelve months under Section VII.1 does not apply if:
 - (a) the defective contractual item was used for a building in accordance with its usual purpose and caused its defectiveness (in case of deliveries), or
 - (b) the defect concerns a building (in case of deliveries and work performances), or
 - (c) a work is concerned that consists of planning and supervision services for a building (in case of work performances).

In these cases, the limitation period is five years. The reduction of the limitation period to twelve months under Section VII.1 also does not apply to Q.ANT's unlimited liability for damages resulting from breach of a guarantee or injury to life, body, or health, for intent and gross negligence, for product defects, or where Q.ANT has assumed a procurement risk.

VIII. Export Control

1. The parties acknowledge that the delivery items may be subject to export and import restrictions. In particular, licensing requirements may apply, or the use of the delivery item and the associated information and technologies abroad may be subject to restrictions.

2. Fulfillment of the contract by Q.ANT is subject to the condition that there are no obstacles due to national or international export and import regulations or other legal provisions.
3. The export of the delivery items by the customer may – for example, due to their nature, intended use, or final destination – be subject to licensing requirements. The customer is obligated to support Q.ANT in the export licensing procedures and to comply with the relevant export regulations and embargoes, particularly those of the Federal Republic of Germany, the European Union, and other applicable regulations.
4. If information from Q.ANT is required for export control checks by authorities or the customer, Q.ANT will provide all necessary information about the delivery item upon appropriate request.

IX. Acceptance

1. If acceptance is contractually agreed upon or required by law, the acceptance of the contractual item shall take place according to a standard procedure defined by Q.ANT.
 - The customer is obligated to accept the contractual item once the functional test has been completed, unless a defect exists that restricts its usability. If partial functions of the contractual item can be independently used for production purposes and are ready for acceptance, the customer is obligated to perform partial acceptances. A protocol of the (partial) acceptance shall be drawn up and signed by both parties.
 - The (partial) acceptance shall also be deemed to have occurred if the customer:
 - despite being obligated to do so (see paragraph above) fails to declare acceptance within a reasonable period set for this purpose, or refuses acceptance even after repeated requests by Q.ANT, or
 - delays commissioning or functional testing without significant reason, and Q.ANT has set a reasonable deadline for cooperation which has expired without result, or
 - puts the contractual item into operation for production purposes.
2. Performance obstacles during commissioning, functional testing, or instruction:
 - Unforeseen obstacles or technical malfunctions must be promptly resolved by the customer. Any additional services required beyond the owed performance or idle time that cannot be used otherwise by Q.ANT shall be paid separately by the customer according to Q.ANT's price list valid at the time of performance; additional costs incurred by third parties commissioned by Q.ANT shall be reimbursed by the customer. This does not apply if the additional services, idle time, or costs are due to circumstances attributable to Q.ANT or the third party commissioned by Q.ANT.
 - If the execution of services is delayed for reasons not attributable to Q.ANT or the third party commissioned by Q.ANT, Q.ANT may set a reasonable deadline for the

customer to resolve the obstacles. If the deadline expires without result, Q.ANT may refuse to perform the services; the customer cannot claim that the services were not rendered. Q.ANT may demand payment of the agreed remuneration, deducting any saved expenses and income from any alternative use of its workforce.

X. General Provisions for Software

1. If software is included in the scope of delivery of a product, the customer is granted a non-exclusive right to use the software on the specific contractual item. Use of the software on more than one system is prohibited.
2. The customer may only reproduce, modify, translate, or convert the software from object code to source code to the extent permitted by law. The customer agrees not to remove or alter manufacturer information – especially copyright notices – without Q.ANT's prior express consent.

XI. Confidentiality

1. The parties are obligated to keep all information that is designated as confidential or is recognizable as a business or trade secret under the circumstances confidential for a period of five years from delivery. Such information may not be recorded, disclosed, or used unless necessary for the business relationship.
2. The confidentiality obligation does not apply if the receiving party can prove that the information was already known to it before the contractual relationship began, was publicly known or accessible before the contractual relationship began, or become publicly known or accessible without fault of the receiving party. The burden of proof lies with the receiving party.
3. The parties shall ensure through appropriate contractual agreements with their employees and agents – in particular, freelancers, contractors, and service providers – that these individuals also refrain from any personal use, disclosure, or unauthorized recording of such business and trade secrets for a period of five years from delivery.

XII. General Provisions for Services

The following provisions apply additionally to all services commissioned by the customer under a separate contract, including maintenance, repair, consulting, training, and expert assessments (hereinafter collectively referred to as "Services"), unless Q.ANT is obligated to perform such services for other reasons, particularly due to defect claims by the customer under Section V.

1. Maintenance
 - Maintenance appointments are typically scheduled at least four weeks in advance between the customer and Q.ANT. Maintenance does not include repair services. Repair services, governed by paragraph 2 below, are invoiced separately based on Q.ANT's prices valid at the time of service, which will be provided to the customer in advance upon request.
 - During maintenance, Q.ANT personnel must have unrestricted access to the system.
2. Repair Services

- If the customer did not purchase the item for repair directly from Q.ANT, the customer must inform Q.ANT of any existing intellectual property rights or copyrights. If Q.ANT is not at fault, the customer shall indemnify Q.ANT against any third-party claims from intellectual property rights or copyrights.
- Where possible, Q.ANT will provide an estimated repair cost in the offer; otherwise, the customer may set cost limits. If the repair cannot be completed within those limits or additional work becomes necessary, Q.ANT must obtain the customer's consent if estimated costs exceed the stated costs by more than 15%. If a cost estimate with binding price rates is wanted before the repair is carried out, such must expressly be requested by the customer. A cost estimate is only binding if provided in writing. Such binding cost estimate is billed based on time spent. Services used to prepare the cost estimate will not be charged if they can be utilized during the actual repair.
- The customer must accept the repair once notified of its completion and any agreed testing has occurred, unless the repair has a defect that limits usability. If acceptance is delayed without fault of Q.ANT, the repair is deemed accepted two weeks after notification of completion of repair. Acceptance also occurs if the customer uses the repaired item for production.
- If necessary for repair, the item to be repaired – including packaging and loading – must be transported to Q.ANT or delivered to Q.ANT at the customer's expense and after repair returned to the customer or collected by the customer. The customer bears transport risk. For the duration of the repair at Q.ANT, the customer shall, at its own expense, ensure that the item being repaired is insured against the usual risks. If the customer delays collection of the repaired item by fault, Q.ANT may charge storage fees or store the item elsewhere. The costs and risks of storage shall be borne by the customer.
- For on-site repairs at the customer, the customer must ensure at its own costs that all legal and technical requirements within its area of responsibility are met in good time and assist Q.ANT in carrying out the work. If the customer fails to fulfil its obligation to support Q.ANT, Q.ANT may, however without obligation to do so, after setting a deadline, perform the required actions at the customer's expense.
- During repairs, Q.ANT's repair personnel must have unrestricted access to the machine and to use it.

3. Training

Travel and accommodation costs (for on-site training, those of the instructor) are borne by the customer. For explicitly agreed trainings not used within three years of delivery of the contractual item, the customer's claim for the training expires. If Q.ANT has removed the product for which the customer has ordered training from its delivery program after the confirmed training date has expired and the customer has not used the training, the training entitlement converts into an entitlement to equivalent training on another item from the current Q.ANT product program.

4. Hourly Rates, Material Prices, Travel Costs

Services and material costs (e.g., spare and wear parts) are

billed according to Q.ANT's prices valid at the time of the Service, provided to the customer upon request, and itemized in the invoice.

- System Data: In the course of providing services, Q.ANT collects non-personal data from systems. This includes usage-independent data, such as licensing data and software series statuses as well as usage-dependent data (e.g., operating status, maintenance data and diagnostic data). These data may include confidential customer information.
- Such data is processed and stored by Q.ANT for the purpose of providing the Service, as well as for general product development and improvement and market analysis. Confidential customer information is used solely for the purpose of providing the Service. Confidential information provided by the customer will only be used for other purposes with separate, explicit consent.

5. Spare Part Compatibility

Spare parts are continuously developed. Q.ANT reserves the right to use so-called follow-up components requiring newer software versions. To ensure smooth service and compatibility for such follow-up components, regular software updates are necessary. Software versions of individual components that are not coordinated with each other may lead to incompatibilities.

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