

General Terms and Conditions of Evobeam GmbH (Version of August 1, 2026)

Convenience translation. In the event of any discrepancy between the German and the English version, the German version shall prevail (see Clause XVIII.3).

I. Scope of Application

1. The following General Terms and Conditions (hereinafter "GTC") apply to all business transactions of Evobeam GmbH (hereinafter "EVOBEAM"), Am Hofgut 5, 55268 Nieder-Olm, Germany, registered in the commercial register of the Local Court of Mainz under HRB 43424.
2. These GTC apply exclusively vis-à-vis entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.
3. These GTC, in their respective current version, also apply to all future transactions with the Customer, even if they are not transmitted or attached again in the individual case.
4. No oral side agreements to concluded contracts exist. Side agreements and contract amendments require written or text form (e-mail sufficient) to be effective. This form requirement cannot be waived orally or implicitly.

II. General Terms and Conditions of the Customer

Any general terms and conditions of the Customer which deviate from, conflict with or supplement these GTC shall not become part of the contract and are hereby rejected; this also applies if EVOBEAM delivers or performs without reservation in knowledge of such terms. Deviations from these GTC are only valid if expressly acknowledged by EVOBEAM in written or text form. These GTC also apply exclusively where EVOBEAM performs its obligations without reservation in knowledge of conflicting terms of the Customer or of other terms deviating from these GTC.

III. Payment

1. Unless otherwise agreed between the Customer and EVOBEAM in written or text form, invoices are due for payment without deduction within 14 business days of the invoice date.
2. EVOBEAM is entitled to issue and transmit invoices as electronic invoices in a structured format in accordance with standard EN 16931 (e-invoice).
3. All bank charges shall be borne by the Customer.
4. Cheques, bills of exchange and other means of payment are accepted on account of performance only. Where payment is made by such means, the date on which EVOBEAM can dispose of the amount paid without restriction shall be deemed the date of receipt of payment.
5. In the event of default of payment, EVOBEAM is entitled to charge default interest of 9 percentage points above the applicable base rate plus the lump sum of EUR 40.00 (Section 288 BGB); the assertion of further damages caused by default remains reserved.
6. The Customer may only set off counterclaims which are undisputed or have been finally established by a court of law. A right of retention of the Customer exists only if the counterclaim is based on the same contractual relationship and is undisputed or has been finally established by a court of law.

IV. Shipment, Passing of Risk and Export Control

1. EVOBEAM delivers "Ex Works" Nieder-Olm (EXW, INCOTERMS 2020); packaging and transport are invoiced separately.
2. Insurance of the shipment against theft, breakage, transport, fire and water damage as well as other insurable risks is the responsibility of the Customer.
3. The risk passes to the Customer upon dispatch of the delivery, even where partial deliveries are made or EVOBEAM has assumed additional obligations such as freight or transport costs or delivery and installation.
4. If dispatch is delayed due to circumstances for which the Customer is responsible, the risk passes to the Customer as of the date of notification of readiness for dispatch.
5. Deliveries are subject to the proviso that no obstacles arise from national or international export control, customs and sanctions regulations, in particular Regulation (EU) 2021/821 (EU Dual-Use Regulation), the sanctions regulations of the European Union, the German Foreign Trade and Payments Act (AWG) and Ordinance (AWV) and, where applicable, US (re-)export law. Required official licensing procedures shall extend the delivery and performance periods appropriately; the refusal or delay of a licence does not constitute a default for which EVOBEAM is responsible. If a required licence is finally refused or a permanent prohibition arises, EVOBEAM is entitled to withdraw from the contract; claims for damages by the Customer are excluded in this respect.
6. Upon request, the Customer shall promptly provide EVOBEAM with all information and documents required for export, transfer or import (in particular end-use declarations). The Customer shall not sell, export or re-export, directly or indirectly, products supplied by EVOBEAM in violation of applicable export control and sanctions law; in particular, the Customer shall not sell, export or re-export, directly or indirectly, any products to Russia or for use in Russia ("No-Russia clause", Article 12g of Regulation (EU) No 833/2014) and shall pass this obligation on to commercial customers. The Customer shall indemnify EVOBEAM against all damages and expenses resulting from a culpable breach of these obligations. When passing on the products, the Customer shall comply with the relevant provisions of export control law on its own responsibility.

V. Delivery and Performance Time; Force Majeure

1. The period for deliveries and services commences upon dispatch of the order confirmation by EVOBEAM, but not before complete technical clarification, provision of the documents, permits and approvals to be procured by the Customer, and not before receipt by EVOBEAM of an agreed down payment. Compliance with the delivery period or delivery schedule requires the fulfilment of all contractual obligations and acts of cooperation of the Customer. In the case of subsequently required changes or extensions of the agreed scope of delivery/performance requested by the Customer, the periods shall be extended appropriately.
2. To the extent a delay of the delivery/performance time is attributable to unforeseen circumstances for which EVOBEAM is not responsible (including incorrect or late delivery by suppliers of EVOBEAM), EVOBEAM shall not be liable for such delay. In this case, too, the delivery/performance time shall be extended appropriately. To the extent such circumstances impede performance of the contract for an unforeseeable period or a period jeopardising the purpose of the contract and the impediment cannot be remedied by EVOBEAM with reasonable effort, EVOBEAM is entitled to withdraw from the contract.
3. Events of force majeure — in particular natural disasters, epidemics and pandemics, war, terrorism, sabotage, cyber attacks, embargoes and sanctions, official measures, strike and lock-out, shortages of energy or raw materials, and the failure of communication or supply networks — release EVOBEAM from its performance obligations for the duration of the disruption plus a reasonable start-up period. If the disruption lasts longer than six months, both parties are entitled to withdraw from the contract with respect to the unperformed part; no claims for damages exist in this respect.
4. The delivery period is deemed to have been met if — unless otherwise agreed — the delivery item has left the EVOBEAM works or readiness for dispatch has been notified by the time the period expires.
5. If the Customer does not immediately call off products notified as ready for dispatch, the Customer will be charged the storage costs incurred in the amount of EUR 30.00 per euro-pallet space per commenced month. EVOBEAM is furthermore entitled, after setting a reasonable deadline which expires without result, to dispose of the products otherwise and, where applicable, to claim from the Customer the difference between the price agreed with the Customer and the price obtained from a third party.

VI. Retention of Title

1. EVOBEAM retains title to the products until complete payment of all claims arising from the business relationship with EVOBEAM.
2. Products to which EVOBEAM retains title are held in safe custody by the Customer as trustee of EVOBEAM. The Customer is obliged to handle the products with care and to insure them with the diligence of a prudent businessman at least against fire and water damage and theft, and to provide

evidence of such insurance upon request. The Customer hereby assigns its claims under such insurance to EVOBEAM by way of security; EVOBEAM accepts the assignment.

3. If the products subject to retention of title are processed, transformed, combined or mixed with other products, EVOBEAM acquires co-ownership of the new products in the ratio of the invoice value of the reserved goods to the other products. In the event of a resale of EVOBEAM products together with other products, the Customer hereby assigns to EVOBEAM by way of security its claims from the sale of the products to which EVOBEAM retains title, in the amount of the invoice value of the reserved goods; EVOBEAM hereby accepts the assignment of these claims.
4. The Customer is entitled to resell in the ordinary course of business as long as it is not in default. It is not entitled to dispose of the products in any other manner, in particular not to pledge them or assign them by way of security. In the event of seizure or other enforcement measures by third parties, the Customer is obliged to inform the enforcement authority of EVOBEAM's ownership and to notify EVOBEAM without undue delay in text form.
5. If there are justified doubts as to the Customer's solvency, EVOBEAM is entitled to prohibit the further processing and sale of the delivered products to which EVOBEAM asserts retention of title and to demand their return at the Customer's expense. Taking back the products or asserting the retention of title does not constitute a withdrawal from the contract unless EVOBEAM expressly declares such withdrawal.
6. Upon request of the Customer, EVOBEAM will release securities (products and claims) to the extent the realisable value of the securities exceeds the secured claims by more than 10%. The selection of the securities to be released is at EVOBEAM's discretion.

VII. Duty of Inspection and Notification of Defects

1. The Customer is obliged to inspect the packaging and the products immediately upon delivery and to report any damage to the carrier at once.
2. Obvious defects, including transport damage, must be notified to EVOBEAM in text form without undue delay, at the latest within 10 days of receipt of the delivery (Section 377 of the German Commercial Code, HGB).
3. The Customer loses the right to claims for defects if it fails to notify a defect which was not detectable upon proper inspection (hidden defect) without undue delay, at the latest within 10 days of its discovery, stating the nature of the defect, in text form.

VIII. Warranty for New EVOBEAM Products

1. The Customer's warranty rights are governed by the statutory provisions of the Federal Republic of Germany unless otherwise provided below.
2. The Customer has no claims under guarantees unless characteristics have been expressly designated as a guarantee of quality; public statements of third parties do not constitute an agreement on quality. Product specifications constitute descriptions of quality and not guarantees.
3. In the event of a defect, EVOBEAM shall first provide supplementary performance, at EVOBEAM's option, by remedying the defect or by replacement delivery. The Customer shall grant EVOBEAM the reasonable time and opportunity required for supplementary performance; replaced parts or products become the property of EVOBEAM. For the purpose of fulfilling the warranty, the Customer and any end customer shall enable and tolerate access to the product; if the Customer fails to comply with this obligation, EVOBEAM is released from any warranty. EVOBEAM shall bear the reasonable expenses required for the purpose of rectification, in particular transport, travel and labour costs; this does not apply to the extent the expenses are increased because the product was transported after delivery to a place other than the Customer's place of business, unless such transfer corresponds to the contractual use of the product.
4. If supplementary performance fails twice or is delayed for reasons for which EVOBEAM is responsible, the Customer may, at its option, demand a reduction of the purchase price or withdraw from the contract. If EVOBEAM rightfully refuses supplementary performance or if the Customer demands supplementary performance without justification, EVOBEAM is entitled to reimbursement of the expenses incurred thereby, provided the Customer recognised, or negligently failed to recognise, that no defect existed.
5. The limitation period for claims for defects is twelve (12) months from delivery. This does not apply in the cases of Section 438 (1) No. 2 BGB, of recourse within the supply chain (Sections 445a, 445b, 478 BGB), in the event of intent, fraudulent concealment of a defect or assumption of a guarantee of quality, or to claims for damages pursuant to Clause X.; in these respects the statutory periods apply.
6. EVOBEAM is not liable for damage resulting from non-observance of assembly and/or installation instructions and/or operating instructions, from unsuitable or improper storage or use of the products, from faulty assembly, installation, insufficient maintenance or faulty commissioning by the Customer or third parties, from natural wear and tear, from faulty or negligent handling by the Customer, or from wear of components resulting from the intended use of the product, nor for damage caused by unsuitable operating materials or substitute materials, chemical, electrochemical, electrical, weather-related or other unforeseeable influences, unless in each case the damage is predominantly attributable to fault on the part of EVOBEAM.

IX. Warranty for Used EVOBEAM Products

EVOBEAM assumes no warranty for defects in used delivery items. This exclusion does not apply in the event of intent, fraudulent concealment of a defect or assumption of a guarantee of quality, or to claims for damages pursuant to Clause X.; the provisions of Clause X. of these GTC remain unaffected.

X. Liability for Damages

1. EVOBEAM is liable without limitation for damage caused intentionally or by gross negligence by its executives, employees or other persons deployed by EVOBEAM in the performance of a task, as well as in the event of fraudulent concealment of a defect or assumption of a guarantee of quality. EVOBEAM is furthermore liable for culpable injury to life, body or health and under the mandatory provisions of the German Product Liability Act (Produkthaftungsgesetz); in these respects no limitations of liability apply.
2. In the event of simple negligence, EVOBEAM is liable only for the breach of material contractual obligations — i.e. obligations whose fulfilment is a prerequisite for the proper performance of the contract in the first place and on whose observance the Customer may regularly rely — limited in amount to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
3. In all other respects, claims for damages and consequential damages — on whatever legal grounds, including lost profits, loss of use and production, cost of capital and business interruption as well as claims in tort — are excluded, unless a case of Clause X.1. or X.2. applies.
4. Compensation for the loss of stored data is excluded if the damage would not have occurred had the Customer carried out proper, state-of-the-art data backups.
5. If damage occurs or has already occurred, the Customer shall immediately undertake or procure all necessary efforts to limit the damage and its effects to a minimum.
6. In cases of slight negligence, liability for damages resulting from a delay in delivery is limited to a maximum of 5% of the value of the delivery concerned.
7. To the extent EVOBEAM's liability is excluded or limited, this also applies to the personal liability of EVOBEAM's corporate bodies, employees, representatives and vicarious agents.

XI. Copyright and Intellectual Property Rights

1. EVOBEAM retains title and copyright to all documents provided to the Customer, such as, without limitation, cost estimates, drawings and technical documents. Such documents may not be made available to third parties without EVOBEAM's prior consent in written or text form.
2. EVOBEAM will, at its own expense, (i) join legal proceedings brought by a third party against the Customer to the extent such proceedings are based on the allegation that a product delivered by EVOBEAM under the present contract infringes a patent, copyright, trademark or trade secret of that third party, and (ii) indemnify the Customer against finally awarded claims for damages and costs resulting directly from such infringement.
3. EVOBEAM is not liable to the Customer under the foregoing paragraph 2 if (a) EVOBEAM is not (i) promptly informed of such claim by the Customer in written or text form, (ii) granted the sole right to monitor and direct the investigation, preparation, defence and any settlement of the claim, including the choice of counsel, and (iii) given unrestricted support and cooperation in the investigation, preparation, settlement and defence, or if (b) the claim is asserted more than three (3) years after delivery of the EVOBEAM product.

4. If a claim pursuant to Clause XI.2. of these GTC is pending against a product, or in EVOBEAM's assessment could become pending, EVOBEAM has the right, but not the obligation, at its sole discretion, to (i) procure for the Customer the right to continue using and selling the product, (ii) provide a replacement product, (iii) modify the product so that the modified product does not infringe third-party rights, or (iv) terminate the transaction with respect to such product.
5. Subject to the exclusions and limitations of liability pursuant to Clause X. of these GTC, the foregoing paragraphs constitute the sole liability and obligations of EVOBEAM towards the Customer and the Customer's sole rights with respect to alleged infringements of intellectual property rights or other proprietary rights of any kind.

XII. Applicable National and/or International Laws, Rules and Regulations

1. The Customer must comply with all applicable national and/or international laws, rules and regulations concerning medical devices, including, without limitation, Regulation (EU) 2017/745 on medical devices (MDR) and Regulation (EU) 2017/746 on in vitro diagnostic medical devices (IVDR), including the associated guidance documents of the European Commission's Medical Device Coordination Group (MDCG).
2. Without prejudice to all other provisions of applicable medical device law, the Customer is obliged to inform EVOBEAM without undue delay of any incident involving a product or any indication that a product is not safe.
3. The Customer is obliged to ensure traceability of the product at all times in the event of a recall.
4. The installation and set-up of permanently installed products, maintenance and warranty services as well as the handover/instruction for use must be carried out by an EVOBEAM service engineer or a trained and certified EVOBEAM partner.
5. The Customer may not remove references to EVOBEAM as manufacturer of the product, other notices and instructions for use or the serial numbers, and may not resell the products without such notices and instructions for use.

XIII. Software

1. To the extent software is included in the scope of delivery of a product, the Customer is granted a non-exclusive right to use the software exclusively on the product. Any further use is prohibited.
2. The Customer may reproduce, revise and translate the software only to the extent permitted by law. Conversion of the object code into the source code (decompilation) is permitted only within the limits of Section 69e of the German Copyright Act (UrhG). The Customer undertakes not to remove or modify the manufacturer's information in the software.
3. The Customer is not entitled to modify the software for other purposes or for the purposes of others or to make it available to third parties. Employees of the Customer and other persons who operate the software within the scope of contractual use are not deemed third parties.
4. The Customer is not entitled to grant third parties rights of use to the software.
5. EVOBEAM is entitled to prohibit the Customer from future use of the software if the Customer, despite a prior warning in text form, does not cease infringing EVOBEAM's rights in the software, unless the infringement is due to reasons for which neither the Customer nor its vicarious agents are responsible.
6. For products with digital elements, EVOBEAM provides security-relevant software updates during the intended or legally required support period (cf. Regulation (EU) 2024/2847, Cyber Resilience Act); there is no obligation to provide functional enhancements. The Customer is obliged to install, or have installed, provided security updates without undue delay; claims of the Customer are excluded to the extent damage results from the failure to install provided security updates.
7. Open-source components contained in the software are subject to the relevant open-source licence terms, which prevail over the foregoing provisions in this respect.

XIV. Machine Data (EU Data Act)

1. Connected products of EVOBEAM within the meaning of Regulation (EU) 2023/2854 (Data Act) are designed such that the product data and related service data generated during use are directly accessible to the Customer: process, quality and operating data are available via the existing interfaces and export functions of the control system, without additional cost, in a common machine-readable format; data sovereignty rests with the Customer.
2. EVOBEAM accesses machine data exclusively within the scope of remote maintenance after prior approval by the Customer — limited to the purposes of diagnosis, maintenance and the improvement of the contractual services. Such data will not be disclosed to third parties or used to develop products that compete with the Customer's business.
3. Trade secrets of both parties remain protected (Sections 3 et seq. of the German Trade Secrets Act (GeschGehG), Articles 4 et seq. Data Act); the Customer's statutory access and provision rights under the Data Act remain unaffected.

XV. Contract Processing / Toll Manufacturing (Supplementary Terms)

1. If the Customer's order concerns contract processing (Lohnveredelung), the Customer shall provide EVOBEAM in the order with all information and specifications relevant and appearing necessary for the contract processing regarding the items to be provided and processed by it, such as article designation, dimensions, material, pre-treatments, international standards and value of the provided items, as well as information on treatment instructions and storage requirements. EVOBEAM is entitled to obtain from the Customer any supplementary information appearing necessary for the contract processing.
2. The items to be delivered by the Customer for contract processing must be marked in a suitable manner, correspond to the information contained in the order and be in a condition permissible and suitable for the contract processing. EVOBEAM is entitled to return delivered items which do not meet these requirements at the Customer's cost and risk.
3. The items delivered by the Customer for contract processing are subject to an incoming inspection by EVOBEAM which is limited to a rough visual check of the items for external integrity, identity and quantity. Any defects identified will be notified to the Customer by EVOBEAM without undue delay.
4. EVOBEAM is not liable for losses, delays, mix-ups etc. arising as a result of imprecise or incorrect information on and marking of the items.
5. During their stay at EVOBEAM, the items will be stored with care and treated with the diligence EVOBEAM customarily applies in its own affairs. However, EVOBEAM is not liable for damage that may result from the storage of the items despite the application of such diligence. EVOBEAM pays damages only to the extent EVOBEAM is obliged to do so under Clause X. of these GTC; any further liability of EVOBEAM is excluded. EVOBEAM is obliged to take out insurance only on the basis of a separate agreement.
6. Any liability of EVOBEAM for infringements of intellectual property rights in connection with the contract processing or with the use of the items after contract processing together with other items is excluded, unless the infringement of such rights was recognisable to EVOBEAM on the basis of the information provided by the Customer with the order or upon conclusion of the contract, or would necessarily have had to be recognised by EVOBEAM.
7. The Customer is obliged to notify EVOBEAM without undue delay in writing of any claims asserted by third parties and to reserve to EVOBEAM all defence measures and settlement negotiations.
8. In the event that EVOBEAM is held liable by third parties on the basis of product liability, the Customer is obliged to indemnify EVOBEAM against such claims upon first demand, if and to the extent the damage was caused by a defect of the item supplied by the Customer. In such cases, the Customer assumes all costs and expenses incurred by EVOBEAM in this connection, including the costs of any legal action or recall. In cases of strict (no-fault) liability, however, this applies only if the Customer is at fault. In all other respects, the statutory provisions apply.
9. To the extent the Customer maintains product liability insurance, it is obliged to ensure that such insurance also covers the contract processing and that EVOBEAM is co-insured thereunder free of charge.

XVI. Confidentiality and Data Protection

1. The parties shall treat as confidential all trade secrets and confidential information of the respective other party obtained in the course of the business relationship, shall use them exclusively for the performance of the contracts and shall protect them by appropriate confidentiality measures within the meaning of the German Trade Secrets Act (GeschGehG). This obligation continues to apply after termination of the business relationship.
2. The parties process personal data of contact persons of the respective other party exclusively for the initiation and performance of the contracts in accordance with Regulation (EU) 2016/679 (GDPR) and the German Federal Data Protection Act (BDSG).

XVII. Place of Performance and Jurisdiction

1. The place of performance for the Customer's payment obligations is the registered office of EVOBEAM.
2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with contractual relationships between EVOBEAM and the Customer is the registered office of EVOBEAM. However, EVOBEAM is also entitled to sue the Customer at the Customer's general place of jurisdiction.

XVIII. Governing Law; Final Provisions

1. These GTC and all adjustments, supplementary provisions, waivers or consents relating thereto, as well as all claims arising therefrom, are governed exclusively by the substantive law of the Federal Republic of Germany, expressly excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Should individual provisions of these GTC be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. The statutory provision shall apply in place of the invalid or unenforceable provision.
3. These GTC are made available in German and English. In the event of discrepancies or doubts of interpretation, the German version shall prevail exclusively.

— End of the General Terms and Conditions —