General Terms and Conditions of Sale (11/2025)

ALD Vacuum Technologies GmbH, hereinafter referred to as "ALD-VT"

1. General

1.1. These General Terms and Conditions of Sale ("GTC") apply to all deliveries of products ("Products") and provision of services ("Services") by ALD-VT, unless ALD-VT informs the customer in individual cases of the applicability of special General Terms and Conditions of ALD-VT.

1.2. The GTC also apply as a framework agreement for future offers and/or contracts for the delivery of products or the provision of services with the same client, without ALD-VT having to refer to them again in each individual case. In this case, ALD-VT will inform the client immediately of any changes to the GTC.

1.3. These GTC apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the client shall not apply. This shall also apply if ALD-VT accepts the order without reservation or performs deliveries or services to the client without reservation in the knowledge of the client's general terms and conditions. Silence on the part of ALD-VT shall constitute rejection of the client's general terms and conditions.

1.4. If a clause is agreed in accordance with INCOTERMS, this shall only apply insofar as nothing to the contrary is stipulated in these GTC.

1.5. Insofar as no provision is made in the contract or in these GTC, the statutory provision shall apply.

2. Offer / Order / Confirmation

2.1. Unless expressly marked as binding in writing (including e-mail and fax) ("in writing"), offers made by ALD-VT are subject to change. If an offer made by ALD-VT is expressly marked as binding in writing, it shall be binding for two weeks from the date of the offer.

2.2. A binding contract shall only come into effect when ALD-VT (i) confirms the client's order in writing or (ii) delivers the products or provides the service without reservation. ALD-VT may accept orders within two weeks of receipt, unless ALD-VT reserves a longer period for acceptance in the offer in individual cases.

2.3 Orders without a prior offer in accordance with clause 2.1 shall only become binding for ALD-VT once ALD-VT has confirmed the order or purchase order in accordance with clause 2.2. The same shall apply if the client modifies an offer from ALD-VT.

3. Quality, documents

3.1 The agreed specifications shall be deemed to be the sole quality of the products and services ("contractual services"). No other quality characteristics have been agreed.

3.2 The client is responsible for the actual usability of the contractual services and their suitability for the client's purposes and processes, as well as the specific conditions of use within the scope of the client's use and processes. It is the client's responsibility to check whether the contractual service is suitable for their desired purposes, processes and requirements.

3.3. Information provided by ALD-VT verbally, in writing, in catalogues and brochures (including information on suitability, processing and use) as well as information in documents, illustrations, drawings and technical standards relating to the offer are indications and, as such, are non-binding unless they are expressly designated as binding in writing.

3.4. In individual cases, ALD-VT is entitled to make constructive changes and improvements to the contractual services
(i) in the context of technical development or due to changed legal requirements and
(ii) in the event of an existing shortage of raw materials with regard to the use of other materials
provided that these do not impair the agreed specifications and are reasonable for the client, taking into account the interests of ALD-VT. ALD-VT shall notify the client of the modifications or improvements in writing.

3.5. All plans, drawings, specifications, calculations, implementation instructions, product descriptions, templates, drafts, graphics, designs, texts, photographs, illustrations, videos, (product) samples, concepts and other documents ("Documents") provided by ALD-VT shall remain the property of ALD-VT; ALD-VT also remains the owner of all property rights and similar rights, including copyrights, patents, rights to inventions, designs and utility models, trademarks and other distinctive signs, rights to know-how, trade and business secrets, and any other industrial and intellectual property rights ("property rights") to the documents. The documents may not be used for any purpose other than that specified by ALD-VT, reproduced or otherwise made available to third parties, and do not entitle the recipient to reproduce individual parts.

3.6. All documents provided by ALD-VT must be returned immediately upon request. A request for return is not required if a contract is not concluded.

3.7. The client shall provide ALD-VT with any guidelines, specifications, information and other requirements necessary for the performance of the contractual services ("**order-specific** requirements"). The client grants ALD-VT a non-exclusive, transferable, worldwide right of use, limited to the term of the contract, to use the Order-Specific Requirements for the agreed and/or purposes specified in the contract. ALD-VT shall be entitled to grant sub-licences to commissioned third parties and to affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG), insofar as this is necessary for the above purposes. ALD-VT accepts the granting of rights of use. Further or deviating provisions regarding rights of use may be agreed in the contract. The client warrants that the order-specific requirements are complete and correct, suitable for the performance of the contractual services, comply with the applicable laws and do not infringe any third-party property rights. The client must inform ALD-VT immediately in writing if the order-specific requirements do not or no longer meet the above requirements.

3.8. ALD-VT is not obliged to check the order-specific requirements for consistency and their suitability for the purposes, processes and requirements desired by the client.

4. Prices, packaging, insurance

4.1. The prices agreed in the contract shall apply. Unless otherwise agreed, the currently valid ALD-VT price list shall apply.

4.2 The prices of the products are in accordance with the agreed INCOTERMS, provided that a clause in accordance with INCOTERMS is agreed, excluding installation and commissioning. Packaging is charged at cost price.

4.3 ALD-VT shall charge additional transport taxes (value added tax, etc.) in accordance with the provisions applicable at the time of contract fulfilment.

4. ALD-VT reserves the right to adjust prices at its reasonable discretion if, after conclusion of the contract and prior to performance of the contractual services, cost changes occur due to changes in the prices of raw materials or energy, exchange rate fluctuations or increases in delivery costs ( ) for which ALD-VT is not responsible and which could not have been predicted with sufficient certainty. Upon request, ALD-VT shall provide the client with evidence of the reasons for the price adjustment.

4.5. Unless the client expressly specifies otherwise, ALD-VT shall insure the ordered goods at the client's expense against the usual transport risks, including breakage.

5. Acceptance, services

5.1 If acceptance is agreed in the contract, the following provisions shall apply:
(i) Acceptance shall take place on the agreed date as part of an acceptance test, which may follow agreed prior process steps (e.g. assembly, installation).

(ii) Acceptance and the acceptance test shall be limited to the agreed acceptance criteria ("acceptance criteria"). No other points shall be checked during acceptance.
(iii) The client shall provide the necessary supplies and materials for the acceptance test and shall perform any other necessary acts of cooperation.
(iv) If significant defects are found during the acceptance test, ALD-VT shall remedy them within a reasonable period of time. "**Significant** defects" are deviations from the acceptance criteria that make operation under the contractually agreed conditions impossible.
(v) If no significant defects are found during the acceptance test, the client shall declare acceptance in writing upon completion of the acceptance test. A report on the acceptance shall be drawn up and signed by the parties.
(vi) Acceptance shall be deemed to have taken place if (a) ALD-VT has set the client a reasonable deadline for acceptance after successful acceptance testing and the client has not refused acceptance within this period, citing at least one significant defect, or (b) acceptance testing is delayed by the client, in particular because it violates its obligations under Section 5.1(v) and the delay is not remedied within a reasonable period set by ALD-VT. The same shall apply if the customer puts the products into operation or makes payments following acceptance.
(vii) The parties may agree on further details of acceptance in the contract.
(viii) Non-material defects shall be remedied by ALD-VT after acceptance if they are noted in the acceptance report and the Client has expressly reserved its rights in this regard in the acceptance report.

5.2. Insofar as assembly, assembly supervision or commissioning is to be carried out, the corresponding special general terms and conditions of ALD-VT shall apply in addition; these will be provided by ALD-VT on request.

6. Transfer of risk

6.1 For products, the risk (notwithstanding any agreed INCOTERMS) shall pass to the customer upon delivery ex works, even if partial deliveries are made or if ALD-VT has undertaken other services (e.g. assembly).

6.2 In the case of services, the risk shall pass to the customer upon acceptance (if agreed), otherwise upon performance of the service.

6.3. If the dispatch of the products or the provision of the service is delayed for reasons for which the client is responsible, the risk shall pass to the client upon notification of readiness for dispatch or performance. The risk shall also pass to the client if they are in default of acceptance in accordance with clause 7.9.

7. Delivery and service dates

7.1. Delivery and service deadlines and delivery and service dates ("service dates") are non-binding, unless otherwise agreed. In the case of non-binding service dates, ALD-VT shall not be in default until the expiry of a reasonable period set in writing by the customer for delivery or performance. The Client may not set the expiry of such a period earlier than four weeks after the expiry of the non-binding performance date.

7.2. Deliveries and services are subject to the following conditions: (a) all commercial and technical requirements for the fulfilment of the contract between the parties have been agreed, (b) documents and materials to be procured by the client have been received by ALD-VT, (c) any necessary official approvals, certificates and releases have been granted, (d) necessary investigations have been carried out, (e) approvals and authorisations have been granted by the client, (f) all other obligations of the client to cooperate have been fulfilled, and (h) agreed payments and advance payments have been credited to a bank account of ALD-VT. If any of these conditions are not met, the performance date shall be postponed by the duration of the delay plus a reasonable start-up period, unless ALD-VT is responsible for the delay.

7.3. In the case of product deliveries, the delivery time shall be deemed to have been met if, by the end of the delivery period, the product has been handed over to the first carrier or the client has been notified that the product is ready for dispatch, provided that the client has fulfilled its contractual obligations.

7.4 Partial deliveries are permissible to a reasonable extent, in particular if the delivery of the remaining ordered products is ensured and this does not result in significant additional expenditure or costs for the customer (unless ALD-VT agrees to bear these costs). Delivered products must be accepted by the customer even if they are defective; in the case of minor defects, the delivery time shall be deemed to have been met.

7.5. If shipment of the product is delayed for reasons for which the customer is responsible, or if the customer is in default of acceptance in accordance with Section 7.9, ALD-VT shall be entitled to store the product at its reasonable discretion at the customer's risk and to charge for it as delivered ex works, as well as to charge the customer for the costs of storage. In the event of storage at the factory, ALD-VT shall be entitled to charge at least 0.5% of the invoice amount for each month commenced from the date of default or default of acceptance by the customer, unless the customer can prove that the damage was less. ALD-VT reserves the right to prove higher damages. Furthermore, ALD-VT shall be entitled to deliver to the customer within a reasonably extended period or, after setting and expiry of a reasonable period (unless this is dispensable), to withdraw from the contract and dispose of the product elsewhere.

7.6. All performance dates are subject to timely delivery by ALD-VT's suppliers. ALD-VT shall therefore not be responsible for any delay in delivery or performance if ALD-VT's suppliers fail to deliver to ALD-VT correctly or on time for reasons beyond ALD-VT's control.

7.7 If delivery or performance is delayed due to force majeure, the performance date shall be extended accordingly by the duration of the force majeure plus a reasonable start-up period. If the force majeure event lasts six months or longer, either party shall be entitled to withdraw from the contract. Force majeure shall include mobilisation, war, terrorism, riots, natural disasters, fire, epidemics, pandemics, as well as strikes, lockouts, sabotage, shortages of raw materials or energy, operational disruptions through no fault of the company, the scrapping of important workpieces through no fault of the company, the failure to obtain official approvals or delays in obtaining them, and all other unforeseen and unavoidable events. This clause 7.7 shall apply mutatis mutandis if force majeure occurs at suppliers of ALD-VT.

7.8. If the client is entitled to compensation for damage caused by delay, this shall be limited in the case of (a) slight negligence on the part of ALD-VT and (b) gross negligence on the part of employees and agents of ALD-VT who are not legal representatives or executives of ALD-VT to 0.3% per full week of delay, but not exceeding 5% of the remuneration for the contractual service concerned (excluding costs for delivery, insurance, assembly, etc.). If, in the aforementioned cases, the buyer is entitled to compensation instead of performance, this shall be limited to a maximum of 25% of the remuneration for the contractual service concerned. If the delay affects only part of the contractual service or one of several contractual services, the calculation of the compensation for delay shall be based only on the proportion of the total remuneration attributable to the respective delayed part and the period of delay. Any further claims of the client due to delay shall be settled in full with the payment of this compensation. Any liability on the part of ALD-VT for further claims for compensation by the customer, in particular for loss of profit, loss of production, loss of orders, loss of use, other financial losses and other indirect, consequential or consequential damages, is expressly excluded .

7.9 The client shall be in default of acceptance if it does not accept the contractual service on a binding performance date. In the case of non-binding performance dates, ALD-VT may notify the client that the contractual service can be performed; if the client does not accept the contractual service within two weeks of receipt of the notification of readiness, it shall be in default of acceptance.

8. Terms of payment

8.1 Payments must be made within 30 days of delivery or performance, or of acceptance if this has been agreed, and invoicing, unless otherwise specified in the offer/order confirmation from ALD-VT. Permissible partial deliveries or services entitle ALD-VT to issue an invoice for the corresponding part. In the case of payment in a currency other than EUR, the claim shall only be deemed to have been fulfilled when the foreign currency payment on the day of receipt of payment (credit to ALD-VT's account) corresponds to the agreed EURO amount.

8.2. Payments must be made exclusively to one of the paying agents specified by ALD-VT. They must be made on the due date, free of postage and charges and without any deductions; any fees, charges or other costs incurred by ALD-VT as a result of a separately agreed acceptance of bills of exchange or cheques shall be borne by the client. The date of the invoice shall be decisive for determining the due date. For payments of all kinds, the date on which ALD-VT has access to the amount shall be deemed the date of performance.

8.3. The withholding of payments, the exercise of any other right of retention and/or offsetting by the client on the basis of counterclaims shall only be permissible if the counterclaims are undisputed or have been legally established. The exercise of a right of retention and offsetting by the client shall also be excluded insofar as the counterclaims are not based on the same contractual relationship.

8.4. If the client defaults on a payment, ALD-VT shall be entitled to charge interest at a rate of 9 percentage points above the base rate for the duration of the default. We reserve the right to assert further claims for damages caused by the default.

8.5. If, after conclusion of the contract with the client, it becomes apparent that the fulfilment of the client's contractual obligations is at risk due to the client's financial situation (in particular in the event of (i) suspension of payments, (ii) application for insolvency proceedings, (iii) seizure or enforcement measures, (iv) the raising of bills of exchange or cheque protests, and (v) direct debit returns, including those against or to third parties), ALD-VT shall be entitled, at its own discretion, to withhold performance of the contract until advance payment of the price or provision of appropriate security. This shall also apply if, as a result of the client's default in payment, there are justified doubts as to its solvency or creditworthiness.

9. Retention of title

9.1. The products remain the property of ALD-VT until full payment of all claims of any kind arising from the business relationship, including ancillary claims, existing at the time of invoicing. If the client defaults on payment, ALD-VT is entitled, in accordance with the statutory provisions, to withdraw from the contract and take back the products subject to retention of title ("reserved products").

9.2. The customer is revocably entitled to dispose of the reserved products in the ordinary course of business. Claims arising for the customer during the period of retention of title from such a disposal or an unauthorised disposal are hereby assigned to ALD-VT with all ancillary rights in the amount of the invoice amount (including value added tax). ALD-VT hereby accepts the assignment.

9.3. The client is authorised to collect the claims, subject to revocation. ALD-VT shall be entitled to revoke the authorisation to collect and to collect the claim itself, in particular if (i) the client defaults on its payment obligations from the proceeds received, (ii) the client generally suspends its payments or a reason for insolvency in the form of insolvency or over-indebtedness occurs or threatens to occur, (iii) insolvency or restructuring proceedings are opened against the client's assets, are dismissed for lack of assets, or a corresponding application is filed and, in the event of a corresponding application by third parties, is not rejected as obviously inadmissible and/or unfounded, (iv) attachment or enforcement measures against the client are not obviously inadmissible and/or unfounded, (v) a significant deterioration in the client's financial and/or asset situation occurs or threatens to occur, or (vi) there are concrete indications giving rise to justified doubts about the client's solvency or creditworthiness. If any of these cases occur, the client must inform ALD-VT in writing without delay. ALD-VT shall inform the client before collecting the debt.

9.4. At the request of ALD-VT, the client shall notify the debtors of the assignment and provide ALD-VT with the information and documents necessary to assert its rights.

9.5 ALD-VT undertakes to release the securities to which it is entitled at the request of the client insofar as their value exceeds the outstanding claims to be secured by more than 20%.

9.6 The customer shall carry out any processing or treatment of the reserved products on behalf of ALD-VT without this giving rise to any obligations on the part of ALD-VT. If the reserved products are processed, combined, mixed or blended with items not belonging to ALD-VT (Sections 947 et seq. of the German Civil Code (BGB)), ALD-VT shall be entitled to co-ownership of the new item in proportion to the value of the reserved products to the other items at the time prior to processing, combining, mixing or blending. If the customer acquires sole ownership by operation of law, it hereby grants ALD-VT a corresponding co-ownership share and shall hold the new item in safekeeping for ALD-VT to that extent. The provisions of this Section 9 shall also apply to the co-ownership share.

9.7. Furthermore, the client is prohibited from selling, pledging or transferring ownership of the reserved product by way of security. In the event of seizures or other interventions by third parties, the client must indicate ALD-VT's ownership of the reserved products and notify ALD-VT immediately in writing.

9.8. The client is obliged to treat the reserved products with care and, during the period of retention of title, to insure them adequately at its own expense against theft, breakage, fire and water damage, as well as to take out liability insurance including processing damage and excluding rental/lease/loan agreements, and to provide evidence of this at the request of ALD-VT. If the required evidence is not provided within a reasonable period of time, ALD-VT may insure the reserved products at the client's expense.

9.9. If the law of a country in which the contractual goods are located does not permit retention of title, but allows the seller to reserve other comparable security rights to the contractual goods, the seller may exercise these security rights. The customer is obliged to take all measures necessary to render the retention of title or other security interest effective and to maintain it at its own expense. If, in the customer's country, the validity of the retention of title is subject to special formal requirements or other conditions, the customer shall ensure that these are fulfilled.

10. Warranty

10.1. This clause 10 applies to the warranty for defects. However, clause 11 applies exclusively to liability for the infringement of third-party property rights. Furthermore, this clause 10 does not apply if the provision of services by ALD-VT is agreed in the contract.

10.2 Unless acceptance has been agreed in the contract, the client's rights in respect of defects in the delivery of products require the client to inspect the products upon delivery and to give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). Complaints must be made in writing, specifying the defect. Complaints regarding incomplete delivery and other recognisable defects must be reported to ALD-VT in writing immediately, at the latest within two weeks of delivery; hidden defects must be reported immediately, at the latest within two weeks of their discovery. The complaint must also specify which defects have been found and whether these were noticed immediately or only after further processing of the parts. Acceptance of the products may not be refused on the grounds of minor defects. Claims for defects reported late are excluded.

10.3. In the event of defects, ALD-VT shall, at its discretion, first either remedy the defect (repair) or replace the

goods or manufacture new goods. The customer shall, after consultation with ALD-VT, allow ALD-VT the necessary time and opportunity to carry out all remedial work that ALD-VT deems necessary at its reasonable discretion.

10.4. ALD-VT does not provide any warranty for natural wear and tear, replacement materials or parts that are subject to increased wear and tear or difficult operating conditions due to their material properties or type of use (e.g. thermocouples and their protective fittings, crucibles and pans, annealing muffles, refractory lining and tamping of baths, packings, seals, plastic parts, thermal insulation). ALD-VT also does not provide any warranty for (i) defects caused by the actual use of the contractual services for the purposes and processes of the client or in the specific operating conditions of the client within the meaning of Section 3.2, (ii) consequences caused by chemical, electrochemical or electrical influences (unless attributable to ALD-VT) or by electric arcs or electron beams, and (iii) contractual services that have been produced on the basis of order-specific requirements, provided that the order-specific requirements are the cause of the defect. In the cases referred to in this Section 10.4, the customer shall not be entitled to any rights in respect of defects.

10.5. If the subsequent performance ultimately fails, the customer may, at its discretion, demand a reduction in price (abatement) or rescission of the contract (withdrawal). However, the customer shall not be entitled to withdraw from the contract in the case of minor defects.

10.6 ALD-VT shall be entitled to have the defect checked by its own employees.

10.7 If the customer does not give ALD-VT the necessary time and opportunity in accordance with clause 10.3, ALD-VT shall be released from liability for defects.

10.8 Only in urgent cases where operational safety is at risk and to prevent disproportionately large damage, in which case ALD-VT must be notified immediately, or if ALD-VT is in default with the rectification of a defect, the client shall be entitled to rectify the defect itself or have it rectified by third parties and - insofar as the complaint proves to be justified and the notice of defect was made properly and in good time - to demand reimbursement of the necessary costs from ALD-VT.

10.9. Of the direct costs incurred as a result of the subsequent performance, ALD-VT shall bear - insofar as the complaint proves to be justified and the notice of defect was made properly and in good time - the costs of the subsequent performance, including the costs of shipping and the reasonable costs of removing and installing the defective part, and, if this can reasonably be demanded in the individual case, the costs of any necessary provision of its fitters and assistants. In all other respects, the customer shall bear the costs. The customer shall also bear the reasonable costs incurred by ALD in connection with an unjustified assertion of warranty rights (e.g. if the contractual performance was not defective); the same shall apply if ALD-VT wrongly grants warranty rights without being obliged to do so.

10.10. The limitation period for claims for defects is one year from the date of acceptance or, if this has not been agreed for products, from the date of delivery. However, this restriction does not apply (i) in the cases specified in Section 438 (1) No. 2 BGB or Section 634a (1) No. 2 BGB, (ii) if a defect has been fraudulently concealed, (iii) if a guarantee has been given for the quality of the contractual service (in this respect, the guarantee provisions or limitation period resulting from the guarantee shall apply, if applicable) or (iv) in the cases of § 445b BGB, insofar as the last contract in the supply chain is a consumer goods purchase within the meaning of § 474 BGB. In the case of claims for damages, this limitation shall also not apply in the following cases: (i) liability under the Product Liability Act, (ii) injury to life, limb or health, (iii) intent and (iv) gross negligence on the part of organs or executive employees of ALD-VT.

10.11. Warranty claims regarding replacement deliveries and repairs expire after 3 months, but not before the expiry of the limitation period for the product.

10.12. Further warranty rights of any kind are excluded, subject to any claims for infringement of third-party property rights in accordance with Section 11 and any limited claims for damages in accordance with Section 12.

11. Liability for infringements of property rights

11.1 Unless otherwise specified by ALD-VT, the contractual services are, to the best of its knowledge, free of third-party property rights in Germany according to the state of the art.

11.2 If, nevertheless, the contractual service or part thereof infringes a third-party property right in Germany at the time of conclusion of the contract ("property right infringement"), the client is obliged to (i) inform ALD-VT immediately in writing, (ii) at the request of ALD-VT and to the extent legally possible, allow ALD-VT to take control of the defence against third-party claims or any settlement negotiations, and (iii) provide ALD-VT with appropriate support in defending against third-party claims.

11.3. In the event of an infringement of property rights, ALD-VT shall, at its own expense and at its discretion, within a reasonable period of time (i) either procure for the client the right to continue using the property rights of third parties in the form of a right of use, or (ii) modify the contractual service or the relevant part or process in such a way that there is no longer any infringement of the property rights of third parties in Germany. This obligation shall not apply if the client fails to fulfil its obligations under clause 11.2. The aforementioned measures taken by ALD-VT shall in any case be without acknowledgement of any legal obligation.

11.4. If the measures referred to in Section 11.3 ultimately fail, the Client may withdraw from the affected contract. The right to reduce the price is excluded. Claims by the client for damages and reimbursement of expenses shall only exist in the event of infringements of property rights in accordance with Section 12. Section 12.7 shall apply mutatis mutandis to the limitation period for claims for damages and reimbursement of expenses due to infringements of property rights. The client shall have no further rights of any kind, nor shall ALD-VT have any further liability arising from or in connection with an infringement of third-party property rights, in particular for processes, applications, products, etc.

11.5. The rights of the client under this Section 11 shall be excluded if (i) the infringement of property rights is based on drawings, instructions or information provided by the client or other order-specific requirements, (ii) the client is responsible for the infringement of property rights, (iii) the infringement of property rights results from use by the client in conjunction with another item not originating from ALD-VT or approved by ALD-VT, or from use in an operating environment not intended or approved by ALD-VT, (iv) the actual use of the contractual services for the client's purposes and processes or in the client's specific operating conditions within the meaning of Section 3.2 infringes the property rights of third parties, (v) the infringement of property rights is based on the fact that it is otherwise not used in accordance with the contract or is used in a manner that was not foreseeable with regard to the subject matter of the contract, or (vi) the infringement of property rights is based on the fact that the contractual service has been modified by the client or a third party.

11.6. The client is obliged to carry out appropriate freedom-to-operate analyses with regard to the actual use of the contractual services for the client's purposes and processes and under the client's specific conditions of use.

11.7. The client shall indemnify ALD-VT against all third-party claims, costs, expenses and damages (i) in the event of infringement of third-party property rights outside the area specified in clause 11.1 or (ii) if third-party property rights are infringed in the cases specified in clause 11.5, unless the client is not responsible for this.

12. Guarantees, liability

12.1 ALD-VT shall only assume guarantees in the legal sense for the quality of the goods vis-à-vis the Client in the event of an express written agreement that is expressly designated as a "guarantee" or "quality guarantee" and in which the obligations of ALD-VT are expressly specified.

12.2 ALD-VT shall be liable for damages and reimbursement of expenses (i) in the event of the assumption of a guarantee, (ii) liability under the Product Liability Act, (iii) in cases of intent, malice or gross negligence, (iv) in the event of injury to life, limb or health, and (v) in the event of a breach of essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the other party regularly relies and may rely.

12.3. In the event of a slightly negligent breach of essential contractual obligations, however, ALD-VT's liability shall be limited to compensation for foreseeable damage typical for this type of contract.

12.4. In the event of a slightly negligent breach of an essential contractual obligation, ALD-VT's liability for property damage or financial loss shall in any case be limited to the remuneration for the contractual service concerned or to EUR 1.5 million, whichever is lower.

12.5. In the event of a slightly negligent breach of essential contractual obligations, ALD-VT's liability for lost profits, loss of production, loss of orders, loss of use, loss of goodwill, data, information, income or business relationships, failure to achieve expected savings, other financial losses and other indirect, consequential or incidental damages is excluded in all cases.

12.6. The limitations of liability pursuant to clauses 12.3 to 12.5 shall apply equally to damages caused by gross negligence on the part of employees or agents of the seller who are not legal representatives or executive officers of the seller.

12.7 Insofar as the customer is entitled to claims for damages and reimbursement of expenses in accordance with the above clauses, these shall become time-barred within one year. The limitation period shall commence at the end of the year in which (i) the claim arose and (ii) the customer became aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence. The maximum statutory limitation periods shall remain unaffected. The limitation period for claims for damages and reimbursement of expenses due to defects shall be governed by clause 10.10.

12.8. Otherwise, any liability on the part of ALD-VT, regardless of the legal basis (contract, tort, indemnification, etc.), is excluded.

12.9 Insofar as ALD-VT's liability is limited or excluded in accordance with the above clauses, this also applies to the corresponding personal liability of ALD-VT's organs, executive employees, employees and vicarious agents.

13. Termination, withdrawal

13.1. Each party is entitled to terminate contracts for services extraordinarily for good cause.

13.2 Good cause for termination on the part of ALD-VT shall include, in particular, if:

(i) the client has breached an obligation under the contract, but only after the unsuccessful expiry of a grace period or after an unsuccessful warning, unless such a grace period or warning is exceptionally dispensable, particularly in view of the seriousness of the breach of duty or other special circumstances;

(ii) security or enforcement measures that are not obviously unfounded or inadmissible are initiated or threatened against the client and this may have a significant impact on the proper performance of the underlying contract and the client's risk assessment in this regard;

(iii) the client is or is threatened with insolvency in the form of insolvency pursuant to Section 17 InsO, imminent insolvency pursuant to Section 18 InsO and/or over-indebtedness pursuant to Section 19 InsO or a corresponding ground for insolvency pursuant to a comparable provision of foreign law applicable to the client;

(iv) an application for the opening of insolvency proceedings against the client's assets has been filed or rejected for lack of assets; in the event of a third-party insolvency application being filed against the client's assets, ALD-VT shall only have good cause for termination if such an application is not rejected as manifestly inadmissible and/or unfounded within twenty (20) banking days;

(v) with regard to the client, an application has been filed for the opening of restructuring proceedings or for the use of judicial restructuring instruments (under StaRUG or a comparable provision of foreign law applicable to the client), including a moratorium or enforcement protection measures, and such application has not been rejected as manifestly inadmissible and/or unfounded within twenty (20) banking days;

(vi) there are concrete indications that give rise to justified doubts as to the client's ability to perform the underlying contract properly and in full;

(vii) there is a significant deterioration in the financial and asset situation of the client or any other event that gives rise to fears of a significant deterioration in the financial and asset situation of the client; or

(viii) a change in the corporate structure and/or economic control of the client (change of control) occurs, if this could have a negative impact on the proper performance of the underlying contract and the client's risk assessment in this regard.

13.3. Other statutory termination rights remain unaffected.

13.4 ALD-VT shall also be entitled to withdraw from the contract if there is good cause within the meaning of clause 13.1 or clause 13.2.

14. Compliance with regulations and export

14.1 The customer must comply with all legal regulations and official requirements as well as all other applicable laws, in particular export regulations and the laws of the country in which the customer conducts business. The customer must obtain all necessary permits and licences as well as all other necessary authorisations required for the use or export of the goods in accordance with all applicable laws in good time.

14.2. The customer is obliged to provide us, upon request, with all information and documents necessary to comply with the legal regulations and official requirements specified in clauses 14 and 15 (collectively referred to as "foreign trade requirements") or requested by authorities in this regard. These obligations may include, in particular, information on the end customer, the destination and the intended use of the deliveries.

14.3. ALD-VT shall be entitled to withhold performance of the contract vis-à-vis the client if (a) the client would violate foreign trade requirements or if not all necessary approvals are available and this is not attributable to the fault or responsibility of ALD-VT, or (b) the client does not provide ALD-VT with the necessary information and documents. ALD-VT shall be entitled to withdraw from the contract if the customer does not remedy the violation of foreign trade requirements, provide the necessary approvals and/or provide the necessary information and documents within a reasonable period of time.

14.4. ALD-VT shall be entitled to withdraw from the contract if the necessary export or import licences are not granted or are revoked.

14.5. ALD is entitled to withdraw from the contract if foreign trade requirements permanently prevent the fulfilment of the contract.

14.6. ALD shall be entitled to withdraw from the contract if foreign trade requirements justify a disproportionate effort to fulfil the contract.

14.7. Clauses 14.4 – 14.6 shall not apply if ALD-VT is responsible for the reasons for withdrawal stated.

14.8 Clause 15 remains unaffected.

15. No sale, export, re-export or licensing to Russia or Belarus or use for Russia or Belarus in accordance with Articles 12g and 12ga of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EC) No 765/2006.

15.1 The Client may not:

(i) sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any contractual services provided under or in connection with these GTC and/or the Contract that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014;

(ii) use intellectual property rights, trade secrets or other information sold, licensed, sub-licensed or otherwise transferred under or in connection with these GTC and/or the Contract for goods falling within the scope of

Article 12ga of Council Regulation (EU) No 833/2014; licensed, sublicensed or otherwise transferred under or in connection with these GTC and/or the Contract for goods falling within the scope of Article 12ga of Council Regulation (EU) No 833/2014 and intended for sale, supply, transfer or export, directly or indirectly, to the Russian Federation or for use in the Russian Federation;
(iii) sell, export or re-export, directly or indirectly, any contractual services provided under or in connection with these GTC and/or the Contract that fall within the scope of Article 8g of Council Regulation (EC) No 765/2006 to Belarus or for use in Belarus; and
(iv) use intellectual property rights, trade secrets or other information sold, licensed, sub-licensed or otherwise transferred under or in connection with these GTC and/or the Contract for goods falling within the scope of Article 8g of Council Regulation (EC) No 765/2006; licensed, sublicensed or otherwise transferred under or in connection with these GTC and/or the Contract, for goods falling within the scope of Article 8g of Council Regulation (EC) No 765/2006 and intended for sale, supply, transfer or export, directly or indirectly, to Belarus or for use in Belarus.

15.2. The Client shall make every effort to ensure that the purpose of clause 15.1 is not thwarted by third parties in the distribution chain, including possible resellers and sub-licensees.

15.3 The Client shall establish and maintain an adequate control mechanism to detect any conduct by third parties in the distribution chain, including possible resellers and sub-licensees, that would defeat the purpose of clause 15.1.

15.4 Any breach of clauses 15.1, 15.2 or 15.3 shall constitute a material breach of an essential element of these GTC and/or the Contract, and ALD-VT shall be entitled to take appropriate remedial measures, including, but not limited to: (i) termination or withdrawal from the Contract; and (ii) a contractual penalty of [50]% of the invoice amount or the price of the exported Contract Services, whichever is higher.

15.5. The Client shall immediately inform ALD-VT of any difficulties in applying clauses 15.1, 15.2 or 15.3, including any relevant activities of third parties that could frustrate the purpose of clause 15.1. The client shall provide ALD-VT with information on compliance with the obligations under clauses 15.1, 15.2 or 15.3 within two (2) weeks of a simple request.

16. Miscellaneous

16.1 The Client shall not be entitled to offset or exercise a right of retention on the basis of disputed or non-legally established counterclaims. The Client shall also be precluded from offsetting and exercising a right of retention insofar as the counterclaims are not based on the same contractual relationship.

16.2 The client may not assign the rights and obligations incumbent upon it in connection with contractual services in whole or in part without the prior written consent of ALD-VT; Section 354a of the German Commercial Code (HGB) remains unaffected. ALD-VT is permitted to assign rights and obligations, in particular to affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG).

16.3. The parties shall treat the contract, commercial terms and technical information as confidential and shall not disclose them to third parties, unless this is required by law or for the implementation of a provision of the contract.

16.4. The parties shall comply with the applicable data protection regulations, in particular those of the GDPR (General Data Protection Regulation) and the BDSG (Federal Data Protection Act) in their currently valid versions.

17. Place of performance, place of jurisdiction, applicable law

17.1. The place of performance is Hanau, unless otherwise agreed in the contract.

17. The exclusive place of jurisdiction for all disputes arising from legal relationships based on these GTC is Frankfurt am Main. ALD-VT's right to sue the client at its general place of jurisdiction remains unaffected.

17.3. The law of the Federal Republic of Germany shall apply in addition to all contractual agreements and legal relationships.
The application of the Uniform UN Sales Convention (CISG) is excluded.

17.4 Should individual provisions of these General Terms and Conditions of Sale or of the contract to which they apply be or become invalid, the remaining provisions shall remain valid. The parties shall immediately replace the invalid provision with a valid provision that comes as close as possible to the economic result of the invalid provision.

18. Software and IT components

18. The services may contain software components that were either developed by ALD-VT itself ("ALD software") or licensed from third parties ("third-party software"). The client shall receive a simple, non-transferable, non-sublicensable right to use the ALD software exclusively in connection with the delivered contractual item on the hardware specified by ALD-VT.

18.2 The software may not be passed on, reproduced or used on systems other than those supplied or approved by ALD-VT. Reverse engineering, decompilation, disassembly, modification or other forms of reverse development of the software are expressly prohibited, unless this is permitted by law in accordance with Section 69e of the German Copyright Act (UrhG).

18.3 Changes to the software or hardware may only be made in accordance with the documentation and instructions provided by ALD-VT. The client shall be liable for all consequences resulting from unauthorised changes or changes that do not comply with the documentation. ALD-VT shall not be responsible or liable for any resulting damage or malfunctions.

18.4 The client is obliged to comply with all maintenance and update instructions specified by ALD-VT. In the event of violations of these obligations, ALD-VT shall not be liable for any resulting damage or malfunctions.

18.5 The use of open source software, insofar as it is part of the contractual services, is subject exclusively to the respective open source licence conditions. The client acknowledges that ALD-VT accepts no liability for open source software or third-party software; any claims must be asserted directly against the respective licensor.

18.6 The client must ensure that only trained personnel have access to the software and IT components and that appropriate IT security measures are taken to prevent unauthorised access. The client is also obliged to carry out regular data backups and to avoid damage caused by improper use.

ALD Vacuum Technologies GmbH