General Terms and Conditions of Purchase of BIT Analytical Solutions GmbH

Valid from: January 2026

1 Scope and Contracting Parties

1.1 These General Terms and Conditions of Purchase ("**GTC**") govern all business relationships between BIT Analytical Solutions GmbH ("**BIT**") and its suppliers (hereinafter referred to individually as a "**Supplier**").

1.2 Any deviating terms and conditions of the Supplier shall only be binding if BIT has expressly approved them in writing. Silence on the part of BIT shall not be deemed consent, even if BIT refers to a letter containing or referring to the Supplier's terms and conditions or accepts the delivery or service unconditionally.

1.3 These GTC apply to:

- sale (by the Supplier) of goods (i.e., physical tangible goods) and other products (collectively referred to as "**Products**"),
- the provision (by the Supplier) of services and work, and
- all future transactions with the Supplier.

1.4 These GTC only apply between entrepreneurs within the meaning of Section 14 of the German Civil Code (*BGB*) or comparable regulations in other jurisdictions.

1.5 In the event of discrepancies between individual contracts and these GTC, the following order shall apply:

- first the written individual agreements,
- then the purchase order,
- and finally these GTC.

2 Scope of services

2.1 The scope of services is specified in the respective purchase order.

2.2 The Supplier shall perform its services with the utmost care, taking into account the latest state of science and technology, applicable laws, and its own existing knowledge and experience or that gained during the performance of the service. The Supplier guarantees compliance with legal regulations, agreed technical specifications, and other requirements.

2.3 The performance of the ordered deliveries and services by third parties requires the prior written consent of BIT. The Supplier shall impose on the third party designated for delivery or service all obligations that it has assumed towards BIT and shall ensure compliance with them.

3 Conclusion of contract and ordering process

3.1 Orders placed by BIT shall only become binding upon written acceptance or confirmation by the Supplier. The Supplier shall point out obvious errors (e.g., typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before accepting or confirming the order.

3.2 The Supplier is required to confirm orders in writing within a reasonable period of time, but no later than within a period of 2 weeks, or to execute them without reservation, in particular by shipping the ordered Products (acceptance).

3.3 A delayed acceptance shall be deemed a new offer by the Supplier and requires acceptance by BIT.

3.4 BIT shall be entitled to change product specifications prior to the agreed delivery date, provided that these changes can be implemented within the scope of the Supplier's normal delivery or production process without significant additional effort. The notification period according to the preceding sentence shall be at least 2 weeks before the agreed delivery date. If such changes result in delivery delays that cannot be avoided in the Supplier's normal production and business operations with reasonable effort, the originally agreed delivery date shall be postponed accordingly. BIT shall reimburse the Supplier for any reasonable and proven additional costs incurred as a result of the change. The Supplier shall notify BIT in writing of the additional costs or delivery delays to be expected based on a careful assessment in good time before the delivery date, but at least within 5 working days of receipt of the notification in accordance with sentence 1.

4 Delivery time and delivery conditions

4.1 The delivery must be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (item number and quantity), contact details of the Supplier, and the BIT order ID (date and number). If the delivery note is missing or incomplete, BIT shall not be responsible for any resulting delays in processing and payment.

4.2 The delivery times specified by BIT in the order are binding. The Supplier is obliged to notify BIT immediately in writing of any imminent or actual failure to meet a delivery date, the reasons for the failure, and the expected duration of the delay.

4.3 The Supplier is not entitled to make partial deliveries without the prior written consent of BIT.

4.4 Excess or short deliveries require the prior written consent of BIT. In the event of excess deliveries, BIT is entitled to reject the excess quantity at the Supplier's expense and risk. If the Supplier does not collect the rejected Products within 10 working days of being requested to do so, BIT may return them at the Supplier's expense and risk or dispose of them in another manner. Any storage and administrative costs incurred shall be borne by the Supplier. In the event of short deliveries, BIT may, at its discretion, demand subsequent delivery of the shortfall, withdraw from the contract, or claim damages. Subsequent delivery shall be at the expense and risk of the Supplier. In all other respects, warranty claims shall be governed by Section 5.

4.5 The Supplier is responsible for proper packaging, taking into account the respective shipping method, and is obliged to provide respective evidence. Unless otherwise agreed, the Supplier is obliged to take back the packaging at its own expense and dispose of it properly. The place of performance for the return of the packaging is the place of delivery of the Products.

4.6 Transportation of the Products is at the Supplier's risk.

4.7 If the latest date on which delivery must take place can be determined on the basis of the contract, the Supplier shall be in default at the end of this day without the need for a reminder from BIT.

4.8 If the Supplier is in default, BIT's rights – in particular to withdrawal and compensation – shall be determined in accordance with the statutory provisions. The provisions in the following Section 4.9 remain unaffected.

4.9 In the event of delivery delays, BIT shall be entitled, after giving prior written notice to the Supplier, to demand a contractual penalty of 0.5% of the respective order value for each week or part thereof that the delivery is delayed, up to a maximum of 5%. The contractual penalty shall be offset against the damage caused by the delay to be compensated by the Supplier.

4.10 Delivery within Germany shall be made "*free domicile*" to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery shall be made to

BIT's registered office in Schwalbach am Taunus. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

4.11 Even if shipment has been agreed, the risk shall only pass to BIT when the Products have been handed over to BIT at the agreed destination.

4.12 BIT shall be released from its obligation to accept the ordered delivery in whole or in part and shall be entitled to withdraw from the contract if the delivery has become unusable for BIT due to a delay for which the Supplier is responsible or a delay due to force majeure. Otherwise, the statutory provisions on withdrawal shall remain unaffected.

4.13 The above provisions on the delivery of Products shall apply mutatis mutandis in the case of services or work performed.

5 Warranty and rights in respect of defects

5.1 The statutory provisions and, exclusively in favor of BIT, the following additions and clarifications shall apply to BIT's rights in the event of material defects and defects of title in the Products to be delivered, services to be performed, and/or work to be carried out by the Supplier (including incorrect delivery, improper assembly/installation, or defective instructions) and in the event of other breaches of duty by the Supplier.

5.2 In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the Products have the agreed quality when the risk is transferred to BIT. In any case, the product descriptions that are the subject of the respective contract, in particular by designation or reference in BIT's order, or that have been incorporated into the contract in the same way as these GTC, shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from BIT, the Supplier, or the manufacturer.

5.3 The statutory provisions (Sections 377, 381 of the German Commercial Code (*HGB*)) apply to the commercial obligation to inspect and give notice of defects, subject to the following proviso: BIT's obligation to inspect is limited to defects that are apparent during BIT's incoming goods inspection upon external examination, including the delivery documents (e.g., transport damage, incorrect or short delivery), or that are detectable during BIT's quality control by sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. BIT's obligation to give notice of defects discovered later remains unaffected. Notwithstanding BIT's obligation to inspect, a complaint (notification of defects) shall in any case be deemed to have been made immediately and in good time if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

5.4 Notwithstanding statutory rights and the provisions in this Section 5, the following shall apply: If the Supplier fails to fulfill its obligation to remedy the defect – at BIT's discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by BIT, BIT may remedy the defect itself and demand reimbursement from the Supplier for the necessary expenses or a corresponding advance payment. If the Supplier's subsequent performance has failed or is unreasonable for BIT (e.g., due to particular urgency, risk to operational safety, or the threat of disproportionate damage), no deadline is required; BIT shall inform the Supplier of such circumstances without delay, if possible in advance.

5.5 Subsequent performance also includes the removal of the defective Products and their reinstallation, provided that the Products were installed in or attached to another item in accordance with their type and intended use before the defect became apparent; BIT's statutory claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, shall be borne by the Supplier even if it turns out that there was in fact

no defect. BIT's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; however, BIT shall only be liable in this respect if BIT recognized or, through gross negligence, failed to recognize that there was no defect.

5.6 Furthermore, in the event of a material defect or defect of title, BIT shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, BIT shall be entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions. The above provisions of this Section 5 with regard to material defects or defects of title in the delivery of Products shall apply mutatis mutandis to the provision of services and/or work.

5.7 Claims for defects are generally time-barred 36 months after the transfer of risk. In the case of defects in large-scale systems or construction work, claims for defects are generally time-barred 60 months after acceptance. In the case of hidden defects, the limitation period shall commence, in deviation from the foregoing, only upon discovery of the defect, whereby the limitation period shall expire in this case no later than 48 months after the transfer of risk. This shall not apply in the event of fraudulent concealment of a defect by the Supplier or in the event of the assumption of a guarantee.

6 Retention of title

6.1 The transfer of ownership of the Products to BIT must take place unconditionally and regardless of payment of the price.

6.2 If, in individual cases, BIT accepts an offer of transfer of ownership by the Supplier conditional upon payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered Products.

6.3 BIT shall remain entitled in the ordinary course of business to resell the delivered Products even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, the simple retention of title extended to resale shall apply). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title, and retention of title extended to further processing.

7 Industrial property rights and third-party rights

7.1 In accordance with this Section 7.1, the Supplier guarantees that the Products delivered and/or services and/or work performed by it do not infringe any third-party industrial property rights in countries of the European Union or other countries in which it manufactures the Products or has them manufactured. The Supplier is obliged to indemnify BIT against all claims asserted against BIT by third parties due to such an infringement of industrial property rights and to reimburse BIT for all necessary expenses in connection with this claim. This shall not apply if the Supplier proves that it is not responsible for the infringement of industrial property rights and that it could not have been aware of it at the time of delivery even if it had exercised commercial diligence.

7.2 If the use of the service provided by the Supplier is prohibited by a court decision or if, in the opinion of one of the parties, there is a threat of legal action for infringement of industrial property rights, the Supplier is obliged to remedy the situation, unless the Supplier is not responsible for the infringement. The remedy may consist of the Supplier obtaining the disputed rights for BIT or modifying or re-performing its contractually agreed service in such a way that no more industrial property rights are infringed. If no remedy is provided, BIT shall be entitled to withdraw from the contract; further rights under these GTC or by law remain reserved.

7.3 Further legal claims by BIT due to legal defects in the Products remain unaffected.

7.4 The limitation period for claims under Sections 7.1 and 7.2 is 36 months, beginning with the transfer of risk.

8 Terms of payment

8.1 The price stated in the order is binding. All prices are in Euros and include statutory sales tax, unless this is shown separately.

8.2 Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the Supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., proper packaging, transport costs including any transport and liability insurance).

8.3 The Supplier is obliged to issue a proper, correct, and legible invoice for each delivery or service without delay, which meets all the requirements of the applicable tax laws, in particular the German Sales Tax Act (*UStG*). Each invoice must contain at least the following information: Unique and consecutive invoice number, tax number or VAT identification number of the Supplier, detailed breakdown of the delivery or service with item description, item number, quantity, and unit prices, the tax rate applied and the sales tax amount shown, the delivery date or period of service provision, the place of service provision, the payment term, the order number or contract number of BIT, the full name and address of the Supplier, the date of issue of the invoice, and the invoice amount (net, sales tax, gross).

8.4 The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. In the case of bank transfer, payment shall be deemed to have been made on time if the transfer order is received by BIT's bank before the expiry of the payment deadline; BIT shall not be responsible for delays caused by the banks involved in the payment process.

8.5 The Supplier undertakes to accept the following means of payment: a) Bank transfer (SEPA transfer) b) SEPA direct debit, provided that a SEPA direct debit mandate has been agreed between the parties c) Credit card payment (Visa, Mastercard), provided that a corresponding agreement has been made between the parties. BIT is free to choose the means of payment. The Supplier is not entitled to refuse certain payment methods or to make their use subject to additional conditions. The Supplier may not charge any additional fees, charges, surcharges, or other costs for the use of the above-mentioned payment methods. This also applies to transaction fees, processing fees, or similar costs.

8.6 BIT shall not owe any interest on arrears. The statutory provisions shall apply to late payments.

8.7 BIT is entitled to set-off and retention rights as well as the defense of non-performance of the contract to the extent permitted by law. In particular, BIT is entitled to withhold due payments as long as BIT still has claims against the Supplier for incomplete or defective services.

8.8 The Supplier shall only have a right of set-off or retention for legally established or undisputed counterclaims.

9 Confidentiality and data protection

9.1 The Supplier is obliged to maintain confidentiality regarding all documents and information received from BIT. The obligation to maintain confidentiality ends at the earliest 3 years after complete delivery. Documents and information may only be disclosed to third parties with the express consent of BIT. The obligation to maintain confidentiality also extends to personal data. The confidentiality obligation shall expire if and to the extent that the information contained in the documents provided has become generally known without any breach of duty on the part of the Supplier. Third parties used by the Supplier to fulfill its performance obligations shall be bound by a corresponding obligation. In the event of a breach of these obligations, BIT may demand the immediate surrender of the relevant documents and information and claim damages. Special confidentiality agreements and legal regulations on the protection of secrets remain unaffected.

9.2 If the Supplier is commissioned by BIT to process personal data or if BIT transfers personal data to the Supplier for other purposes, the Supplier hereby undertakes to comply with the

applicable legal provisions, in particular those of data protection law, and, to the extent required by these provisions, to conclude an additional agreement with BIT in this regard (e.g., an agreement in accordance with Art. 28 GDPR in the case of commissioned data processing by the Supplier for BIT or an agreement in accordance with Art. 26 GDPR in the case of joint responsibility of the Supplier and BIT).

10 Data security and compliance with laws

10.1 BIT attaches particular importance to the security of information systems, infrastructure, and IT systems and expects the Supplier to comply with industry-standard information security requirements. The Supplier undertakes to carry out regular security audits of its IT systems and data processing processes.

10.2 The Supplier is obliged to inform BIT immediately, but no later than 24 hours after becoming aware of any unauthorized data access, security incident, or any other breach of the protection of personal data or confidential business information belonging to BIT.

10.3 The Supplier is obliged to comply with the relevant legal provisions in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor, and environmental protection regulations.

10.4 The Supplier undertakes, in connection with the delivery of Products and/or the provision of services or work to BIT, to observe the protected legal positions pursuant to Section 2 (1) and the prohibitions pursuant to Section 2 (2) and (3) of the German Supply Chain Due Diligence Act of July 16, 2021 (*LkSG*) in its currently valid version and to promote compliance with them along its supply chain.

10.5 The Supplier guarantees that neither the Supplier itself nor its subcontractors or suppliers are listed on international sanctions lists (EU, UN, OFAC, etc.). The Supplier shall carry out regular checks and inform BIT immediately of any changes.

11 Liability

11.1 The Supplier shall be liable within the scope of the statutory provisions.

11.2 BIT shall be liable for damages resulting from injury to life, limb, or health, in cases of intent or gross negligence on the part of BIT, a legal representative, or vicarious agent, as well as for damages covered by a guarantee or assurance granted by BIT, in accordance with the statutory provisions. In cases of slight negligence, BIT shall only be liable for compensation for damages that are typical for the contract and foreseeable, and only insofar as an obligation whose proper fulfillment is essential for the execution of this contract and on whose compliance the contractual partner could rely (cardinal obligation) has been violated by BIT, a legal representative, or a vicarious agent. Otherwise, BIT's liability is excluded to the extent permitted by law.

12 Product liability and indemnification

12.1 The Supplier shall indemnify BIT against all product liability claims by third parties based on defects or faults in the delivered Products or services/work performed. This includes, in particular, claims under the Product Liability Act and tortious claims for damages.

12.2 The indemnification covers all costs and expenses incurred by BIT, including reasonable legal defense costs, recall costs, damages paid to third parties, and costs for public relations and reputation protection. The Supplier is obligated to support BIT in defending against product liability claims and to provide all necessary information and documents. Further legal claims remain unaffected.

12.3 If a recall of BIT products is necessary due to defects in the delivered Products or services/work performed, the Supplier shall bear all associated costs, including logistics, communication, replacement deliveries, and compensation to end customers. Further legal claims remain unaffected. BIT shall inform the Supplier of the content and scope of recall measures – as far as possible and reasonable – and give the Supplier the opportunity to comment.

13 Quality management, certifications, and audit rights

13.1 The Supplier shall ensure that the Products it supplies and/or the services/work it performs meet all relevant requirements for placing them on the market in the European Union and the European Economic Area.

13.2 The Supplier guarantees that the manufacture, testing, and delivery of the Products and/or services/work performed, as well as all associated processes, are carried out in accordance with recognized quality management standards. For medical devices and medical technology components, the ISO 13485 standard or a comparable international standard for quality management systems in medical technology applies. For mechanical engineering products, the ISO 9001 standard or a comparable industry-specific standard (e.g., IATF 16949 for automotive suppliers, EN 9100 for aerospace) applies. The Supplier undertakes to comply with these standards throughout the entire term of the contract and to maintain its quality management system on an ongoing basis.

13.3 Upon request, the Supplier must provide BIT with evidence of the use of a certified quality management system by submitting appropriate documents. The Supplier undertakes to provide BIT with the following documents in their current version upon first request:

- valid certificates of certification of its quality management system in accordance with ISO 13485, ISO 9001, or comparable standards by an accredited certification body,
- product-specific declarations of conformity (e.g., CE declarations of conformity, UKCA declarations),
- test certificates and factory certificates (e.g., according to DIN EN 10204),
- proof of compliance with product-specific standards and regulations, and
- other certificates and attestations relevant to product conformity.

13.4 The Supplier is obliged to fully document all quality-related processes, procedures, and controls. The documentation must be retained for at least the duration of the statutory retention periods, but for at least 10 years. BIT is entitled at any time to request the Supplier to submit the documentation (in full or in part) for quality control purposes. The Supplier must provide the requested documents in a complete and comprehensible form within 10 working days of the request.

13.5 BIT is entitled to carry out audits and inspections at the Supplier's production facilities during normal business hours, subject to prior notice of at least 5 working days. This includes, in particular, (i) inspection of the production, storage, and testing facilities, (ii) review of the quality management systems and processes, (iii) inspection of quality-related documentation and records, (iv) carrying out random checks, and (v) discussions with responsible employees of the Supplier.

13.6 The Supplier undertakes to grant BIT or third parties commissioned by BIT (e.g., auditors, experts) unrestricted access and to provide all necessary information and documents. The costs of conducting audits shall generally be borne by BIT, unless the audit reveals significant defects or violations of the agreed quality standards; in this case, the Supplier shall bear the audit costs.

13.7 The Supplier shall ensure that all materials, components, and outsourced processes procured by it that affect the quality or regulatory compliance of BIT's medical devices are procured through documented procedures for supplier selection, evaluation, monitoring, and re-evaluation, taking into account risk considerations and performance.

13.8 If the Supplier commissions subcontractors or suppliers to manufacture Products or components or to provide services/work, it shall ensure that they also comply with the quality standards specified in this Section 13.

14 Spare parts supply and obsolescence management

14.1 The Supplier undertakes to keep spare parts for the Products available at market prices for a period of at least 10 years from delivery and to deliver them at BIT's request. This also applies to wear parts and safety-related components.

14.2 If the Supplier plans to discontinue the manufacture of Products or spare parts (obsolescence), it must inform BIT in writing at least 24 months in advance. BIT has the right to place a last-time buy order within this period at reasonable terms and conditions.

15 Insurance obligations

15.1 The Supplier shall maintain product liability insurance at its own expense with a coverage amount of at least EUR 5,000,000 per claim and year for personal injury and property damage.

15.2 The Supplier shall send BIT a copy of the liability insurance policy at any time upon request.

16 Prohibition of assignment, contract transfer, subcontractors

16.1 The Supplier may only assign claims arising from this contract or the legal relationships resulting therefrom to third parties with the prior written consent of BIT. This applies in particular to payment claims, claims for damages, and other contractual rights. BIT may refuse consent for objectively justified reasons.

16.2 The transfer of the contract or essential contractual obligations to third parties requires the prior written consent of BIT. BIT may refuse consent, in particular if there are justified doubts about the performance or reliability of the third party.

16.3 The Supplier may only use subcontractors with the prior written consent of BIT. Even if subcontracting has been approved, the Supplier remains responsible for the complete and proper fulfillment of all contractual obligations.

17 Final provisions

17.1 If these GTC require declarations or agreements to be made in writing or in written form, this includes text form (Section 126b BGB), in particular the communication of declarations of intent by fax or email.

17.2 These GTC are subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding the referral provisions of international private law.

17.3 In the event of disagreements or disputes arising from or in connection with these GTC, the parties undertake to first attempt to settle these amicably through negotiations in good faith. To this end, the parties shall commence negotiations immediately after becoming aware of the disagreement and shall make serious efforts to reach an amicable agreement.

17.4 If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of BIT in Schwalbach am Taunus. The same applies if the Supplier is an entrepreneur within the meaning

of Section 14 BGB. However, BIT is also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the Supplier's general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

17.5 These GTC are reviewed regularly and may be updated. Changes to the GTC apply to new contracts from the date of notification of the amended GTC. For existing contractual relationships, changes shall only take effect if the Supplier expressly agrees to the amended GTC or if the changes are reasonable for the Supplier and BIT informs the Supplier in writing of the changes at least 6 weeks before the planned entry into force of the amended GTC and points out the right of objection. If the Supplier does not object within 6 weeks of receiving the notification of change, the amended GTC shall be deemed accepted. BIT shall specifically inform the Supplier of the significance of its conduct in the notification of change.

17.6 Should any provision of these GTC or in the contract to which the GTC apply, or any provision subsequently incorporated into the GTC or the contract, be or become invalid in whole or in part, or should a loophole be discovered in these GTC or the contract, this shall not affect the validity of the remaining provisions. The parties are aware of the case law of the Federal Court of Justice, according to which a severability clause merely reverses the burden of proof. However, it is the express intention of the parties to maintain the validity of the remaining provisions under all circumstances and thus to waive Section 139 BGB in its entirety. In place of the invalid provision or to fill the gap, the parties shall agree on a valid and enforceable provision that comes closest, legally and economically, to what the parties intended or would have intended according to the meaning and purpose of these GTC or the contract if they had considered this point.

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