

## General Terms and Conditions of Sale

### 1. SCOPE

1.1 These General Terms and Conditions of Sale ("T&Cs") apply to all offers, order confirmations, and contracts issued by MLase GmbH, Industriestr. 17, 82110 Germering, Germany ("MLase") for the development, manufacture, customization, delivery, repair, maintenance, refurbishment, remanufacture of MLase products and related deliverables ("Products") to the contracting party ("Customer").

1.2 Conflicting or deviating terms of the Customer shall not apply, even if MLase performs without reservation. Incorporation of these T&Cs occurs only if MLase references them in its offer, order confirmation, or online ordering process before contract conclusion and makes them reasonably available (e.g., link or attachment).

1.3 These T&Cs apply exclusively to business customers (B2B) within the meaning of § 14 BGB.

### 2. SUBJECT MATTER and CONCLUSION OF CONTRACT

2.1 Quotations issued by MLase are non-binding and subject to change without notice.

2.2 Technical descriptions, calculations, and other pre-contractual information serve solely for Customer's internal decision-making and do not constitute guaranteed characteristics unless expressly confirmed in writing.

2.3 Customer orders must be submitted in text form (including email). Receipt acknowledgments or status updates do not constitute acceptance.

2.4 A contract is formed only upon MLase's written order confirmation, i.e. an official order confirmation document issued by MLase via [orderprocessing@mlase.com](mailto:orderprocessing@mlase.com), which specifies the scope of supply and agreed terms. If MLase does not confirm within ten (10) business days of receipt, Customer may revoke its order prior to confirmation or delivery.

2.5 MLase reserves the right to implement technical improvements to Products. Unless otherwise agreed, MLase retains ownership and copyright in all cost estimates, drawings, and documents. Such documents may not be disclosed to third parties and shall be returned upon MLase's request.

### 3. SUBJECT OF THE CONTRACT AND OBLIGATIONS OF THE PARTIES

3.1 The specific scope of supply and services is defined in the Customer's order and MLase's corresponding order confirmation. MLase's services may include:

- (a) Delivery of standard MLase products without customization ("Standard Products");
- (b) Manufacture and delivery of MLase products customized to Customer specifications ("Customized Products");
- (c) Development, manufacture, and delivery of individual solutions ("OEM Products");
- (d) Installation and commissioning of Products, if expressly agreed in writing ("Installation");
- (e) Factory repair ("Repair"), Factory maintenance ("Maintenance"), Factory refurbishment ("Refurbishment"), and Factory remanufacture ("Remanufacture" or "RMF"). Herein also commonly referred to as "repair")

3.2 For Customized and OEM Products, the parties shall agree on specifications in accordance with MLase standards no later than at order placement. Any change requests require MLase's prior written consent. MLase shall inform Customer of technical feasibility and commercial impact (including price, lead time, and performance). Additional effort and costs for feasibility checks and implementation shall be borne by Customer. If Customer does not accept the proposed changes, MLase is not obliged to implement them.

3.3 Where Installation is agreed, Customer shall provide all necessary cooperation, including but not limited to: free access to the installation site, suitable floor conditions and load capacity, required lifting and transport equipment, electricity and internet connections, and any special protective clothing (e.g., cleanroom attire, laser safety goggles). If Customer fails to fulfill these obligations within a reasonable grace period set by MLase, MLase may terminate the contract and claim compensation for additional expenses (including travel, allowances, materials, and labor).

3.4 For Repair, Maintenance, Refurbishment, or Remanufacture, the Customer shall deliver the items to MLase's facility at its own expense, properly packaged and free of hazardous substances including but not limited to gas. Any quotation for Repair, Maintenance, Refurbishment, or Remanufacture is subject to prior inspection and evaluation at MLase's premises to determine the actual scope of work and costs. MLase reserves the right to charge an evaluation fee where detailed investigation is required, no defect is found or the Customer declines the proposed repair. MLase may invoice evaluation services at its market-typical standard hourly rates incl. a reasonable profit margin. Liability for Repair, Maintenance, Refurbishment, or Remanufacture is governed exclusively by Section 15.

### 4. PRODUCT CONDITION, QUALITY, AND GUARANTEES

4.1 The agreed condition ("Beschaffenheit") of the Products, including any software, is exclusively as stated in the individual contract. No other descriptions, samples, or advertising materials constitute agreed characteristics unless expressly confirmed in writing.

4.2 Technical data, performance values, and references to standards (e.g., DIN, ISO) are based on tests under standard laboratory conditions and represent typical average values. They do not constitute guaranteed characteristics or suitability for a specific application unless

expressly agreed in writing. Industry-typical deviations are permissible unless specific tolerances are agreed.

4.3 MLase is bound by guarantees only if expressly designated as "guarantees" in the individual contract and if their scope is clearly defined therein.

### 5. DEVELOPMENT WORK

5.1 Where MLase performs development, engineering, or prototyping services in relation to the Products ("Development Work"), MLase shall deliver only the agreed Development Outcome (e.g., prototypes, design files, test reports) as specified in the individual contract. The Customer does not acquire rights in MLase's underlying know-how, methods, tools, or documentation unless expressly agreed in writing.

5.2 Development Work is rendered as a service within the meaning of § 611 BGB. Unless expressly agreed otherwise in the individual contract, MLase does not warrant fitness for the Customer's intended purpose and does not assume responsibility for the Customer's system integration, regulatory approvals, or third-party conformity.

5.3 The Customer shall cooperate by (i) providing timely, complete and accurate information, (ii) issuing decisions without undue delay, and (iii) appointing a qualified point of contact. If useful, the Parties may document requirements in a product requirement specification (PRS, RFQ, Lasten-/Pflichtenheft).

5.4 Any materials, tools, test rigs or other resources made available by MLase during the Development Work ("Provisions") remain MLase's property and are loaned solely for the contractual purpose. The Customer shall store, insure and handle them with due care and return them at its own expense upon MLase's request in good condition, subject to ordinary wear.

5.5 Changes to scope, milestones or deliverables require a written addendum to the individual contract signed by both Parties. MLase may invoice the documented work performed up to the effective date of the change.

5.6 MLase may terminate the Development Work for good cause, including where the contractual purpose becomes objectively unachievable or disproportionately costly due to circumstances outside MLase's control. In such case, the Customer shall compensate MLase for services duly performed and documented up to termination.

### 6. INTELLECTUAL PROPERTY RIGHTS IN DEVELOPMENT WORK

#### 6.1 Intellectual Property in Development Work

6.1 MLase retains all intellectual property rights ("IP Rights") in and to its pre-existing technology, know-how, methods, designs, documentation, software, trademarks and trade secrets, and in any IP created or arising from the Development Work, whether registered or unregistered.

6.2 Upon full payment of all fees for the Development Outcome, MLase grants the Customer a non-exclusive, non-transferable, non-sublicensable right to use the Development Outcome solely for the purpose and within the scope specified in the individual contract (e.g., evaluation, internal testing, integration feasibility). Any other use, including modification, disclosure to third parties, further development, or commercial exploitation, requires MLase's prior written consent.

6.3 The Customer shall not reverse engineer, decompile or disassemble the Development Outcome or any MLase software, except to the extent mandatory law expressly permits and only after first requesting the necessary design information from MLase.

6.4 Customer Improvements that necessarily build upon MLase IP shall remain with in MLase. Customer's pre-existing IP and independently created IP not derived from MLase IP remain with Customer. Where a transfer is agreed, it becomes effective upon full payment; MLase grants Customer a non-exclusive license-back to use such Improvements within the agreed field/territory.

6.5 All MLase confidential information disclosed in the course of the Development Work—including specifications, test data and know-how—shall be handled under Section 19 (Confidentiality); disclosure to third parties requires MLase's prior written consent.

### 7. PRICES AND PAYMENT TERMS

7.1 Prices are binding only as stated in MLase's order confirmation or individual contract. All prices are net, exclusive of VAT, which shall be charged at the applicable statutory rate.

7.2 Unless otherwise agreed in writing, prices are quoted EXW MLase, Industriestr. 17, 82110 Germering, Germany (Incoterms® 2020). Standard transport packaging is included; special packaging requested by the Customer will be invoiced separately. The Customer shall bear all freight, insurance, customs duties, taxes (including withholding tax) and other public charges. Any increase in tariffs or duties after contract conclusion shall be borne by the Customer. Where withholding applies, the Customer shall provide MLase without undue delay with proper withholding tax certificates and reasonably cooperate to obtain treaty/relief at source or refund.

7.3 Payment is due within 30 days from the invoice date, net, unless otherwise agreed. Payment is timely only when credited to MLase's designated account. All payments shall be made electronically; bank charges are borne by the Customer.

7.4 For development projects or custom work, MLase may require advance payments and milestone payments as specified in the individual contract. MLase may suspend work until such payments are received.

7.5 If the customer is in default of payment, MLase may charge default interest at nine (9) percentage points above the statutory base interest rate per annum (\$288 (2) BGB) from the start of default. Default occurs upon MLase's reminder after the due date or automatically 30

days after the due date and receipt of invoice (§ 286(3) BGB). MLase reserves the right to claim further damages.

7.6 The Customer may set off or withhold payments only if its counterclaims are undisputed or finally adjudicated. A right of retention may be exercised only if based on the same contractual relationship.

7.7 If MLase reasonably determines that the Customer's ability to pay is at risk (e.g., insolvency proceedings, cessation of payments, enforcement actions, repeated late payments), MLase may suspend performance until full payment or adequate security is provided. MLase's right to assert further claims remains unaffected.

## 8. DELIVERY TERMS

8.1 Unless otherwise agreed in writing, delivery shall be EXW MLase, Industriestr. 17, 82110 Germering, Germany (Incoterms® 2020). At the Customer's request, MLase may arrange shipment at the Customer's expense and risk. Risk passes to the Customer when the products are made available at MLase's facility. Any assistance by MLase with loading or export clearance is provided as a courtesy and does not alter the EXW risk allocation. Partial shipments requested or required by the Customer shall be at the Customer's risk and expense.

8.2 Delivery periods and dates are binding only if expressly confirmed in writing by MLase in the order confirmation. They commence upon order confirmation and receipt of all necessary information and documentation from the Customer.

8.3 If a non-binding delivery date or period is exceeded, the Customer may set a reasonable grace period. MLase is in default only after this grace period expires and only if MLase is at fault.

8.4 If the Customer fails to accept delivery on time, risk transfers upon MLase's notice of readiness for shipment. MLase may store the goods at the Customer's expense and risk and charge reasonable storage costs.

8.5 Shipment within one (1) week prior to the confirmed delivery date shall not constitute early delivery and shall not entitle the Customer to reject delivery.

8.6 Delivery periods shall be extended by any period during which the Customer fails to fulfill its obligations to MLase. MLase may make partial deliveries if reasonable for the Customer; such deliveries may be invoiced separately.

8.7 The Customer may rescind the contract only after two (2) reasonable grace periods have expired without delivery and only if MLase is responsible for the delay. Rescission is excluded if the impediment is temporary and postponement is reasonable for the Customer.

8.8 MLase's liability for delivery delays or breaches is governed exclusively by Section 15 (Liability).

8.9 For Repair, Maintenance, Refurbishment, and Remanufacture, the customer shall bear the risk and cost of transport to MLase's facility. Risk transfers back to the Customer upon handover to the carrier for return shipment.

## 9. INSTALLATION AND COMMISSIONING (IF AGREED)

9.1 MLase does not provide installation or commissioning services unless expressly agreed in writing in the individual contract.

9.2 Where agreed, installation, commissioning, and testing are performed as services within the meaning of § 611 BGB.

9.3 If no specific details regarding installation or commissioning are stipulated in the individual contract, MLase shall perform such services at its reasonable discretion in accordance with generally accepted technical standards.

9.4 MLase does not assume responsibility for site preparation, compliance with local regulations, or integration with third-party systems unless expressly agreed in writing.

9.5 Any installation or commissioning dates are non-binding unless confirmed in writing. MLase's liability for such services is limited to intent and gross negligence and otherwise governed by Section 15 (Liability).

## 10. WARRANTY

10.1 The Customer shall inspect the Products promptly upon delivery and notify MLase of any defects without undue delay in accordance with § 377 HGB. Minor defects that do not affect functionality, performance, or safety do not entitle the Customer to refuse acceptance.

10.2 Defect notifications must specify the defect and be submitted in text form, either via info@mlase.com or via the contact form available at www.mlase.com. The Product shall be made available to MLase for inspection in adequate transport-safe packaging. Where a defect exists, MLase shall bear the necessary costs of subsequent performance, including reasonable transport and packaging costs; otherwise, the Customer shall reimburse such costs.

10.3 Warranty rights are excluded for defects caused by normal wear and tear, improper use, non-compliance with MLase's operating or maintenance instructions, unauthorized modifications, or use of non-approved parts or consumables, unless the Customer proves the defect is unrelated to these circumstances.

10.4 If a defect is duly reported and verified, MLase shall provide subsequent performance at its discretion by repair or replacement. MLase may refuse subsequent performance if it is impossible or disproportionate.

10.5 If a defect claim proves unjustified, MLase may charge the Customer for reasonable costs of inspection, transport, and on-site travel at MLase's standard rates.

10.6 The limitation period for warranty claims is one (1) year from delivery, except in cases of fraudulent concealment, guarantees, product liability, injury to life, body or health, intentional acts, or gross negligence by MLase's statutory representatives or senior employees. The warranty period does not constitute a guarantee of unlimited operational lifetime. Certain components, including but not limited to laser sources, consumables, spares, have a specified life based on operating cycles or gas lifetime, which may expire before the warranty period under heavy-duty use. Such lifetime limitations do not constitute defects within the meaning of this Section.

10.7 The Customer may rescind the contract or demand a price reduction only after two (2) reasonable grace periods for subsequent performance have expired without success, unless statutory law provides otherwise.

10.8 MLase's liability for damages is governed exclusively by Section 15 (Liability). No additional warranty rights exist beyond those stated herein. Suitability for the Customer's intended purpose is covered only if expressly agreed in writing.

10.9 For Repair, Maintenance, Refurbishment, or Remanufacture Products and item, MLase warrants only the specific repair work performed for a period of twelve (12) months from return shipment, unless otherwise agreed. This warranty excludes failures caused by improper handling, installation, commissioning, or integration by the Customer. MLase does not warrant the remaining components of the Product unless expressly included in the repair scope.

## 11. RETENTION OF TITLE

11.1 MLase retains title to all delivered Products ("Secured Goods") until all claims arising from the business relationship are fully satisfied. If a current account exists, retention applies until all balances are settled.

11.2 The Customer shall handle Secured Goods with care and insure them at its expense against fire, water damage, and theft at their invoiced value (including VAT).

11.3 The Customer may process or combine Secured Goods only in the ordinary course of business and only if not in default. Any other disposition is prohibited.

11.4 The Customer may resell Secured Goods only with MLase's prior written consent and only in the ordinary course of business. If resale is permitted, the Customer hereby assigns to MLase all receivables arising from such resale, including any balance claims from current accounts. MLase accepts this assignment. The Customer may collect assigned receivables unless MLase revokes this right for cause (e.g., payment default, insolvency). Upon revocation, the Customer shall disclose debtors, provide documentation, and notify debtors of the assignment.

11.5 Processing or combining Secured Goods is deemed on behalf of MLase. If combined with third-party items, MLase acquires co-ownership in proportion to the invoice value of Secured Goods. If ownership rights expire, the Customer transfers co-ownership rights to MLase and holds items in custody free of charge.

11.6 The Customer shall notify MLase immediately of any third-party seizure or impairment of Secured Goods and bear intervention costs not recoverable from third parties.

11.7 If the value of collateral exceeds MLase's claims by more than 50%, MLase shall release collateral at the Customer's request.

11.8 Assertion of retention of title does not constitute rescission unless expressly declared in writing. The Customer's right to possess Secured Goods lapses if it fails to fulfill contractual obligations.

## 12. RIGHTS TO SOFTWARE AND DOCUMENTATION

12.1 All software, programs, documentation, images, sketches, updates, calculations, and other materials provided by MLase ("Seller IP") remain MLase's property. Without MLase's prior written consent, Seller IP may not be disclosed to third parties, copied, or used for purposes other than operating the MLase Products for which it was supplied.

12.2 MLase holds all copyrights and industrial property rights in the software and related documentation. MLase grants the Customer a non-exclusive, non-transferable, non-sublicensable right to use the software and documentation solely for internal operation of the MLase Products specified in the individual contract. Copies may be made only as necessary for this purpose and for backup.

12.3 Source code will not be provided unless expressly agreed in a separate written agreement.

12.4 Additional protections added:

(a) The licence is limited to operation of the specific Product(s) identified in the order confirmation (by model/serial number).

(b) The Customer shall not decompile, disassemble or reverse engineer the software, except as permitted by mandatory law (§ 69e UrhG) and only after first requesting the necessary interface information from MLase.

(c) MLase may provide updates (including safety/security updates). The Customer shall install safety-relevant updates without undue delay; MLase's liability is reduced to the extent damage results from failure to install such updates.

## 13. EXPORT CONTROL AND CUSTOMER DUTIES

13.1 The sale, resale, transfer, and use of Products and related technology may be subject to export control laws and regulations of Germany, the European Union, the United States, and other jurisdictions. Certain transactions may require export licenses or other governmental approvals.

**13.2 The Customer shall:**

- (a) comply with all applicable export, import, and sanctions laws, including Regulation (EU) 2021/821 on dual-use items;
- (b) ensure Products are not delivered to embargoed countries, prohibited end-users, or for prohibited end-uses (including military or Weapons of Mass destruction ("WMD")-related applications);
- (c) obtain all necessary permits and licenses for export, import, and use; and
- (d) provide MLase, upon request, with all documentation required for compliance, including end-use certificates, end-user declarations, and any information necessary for applications to the German Federal Office for Economic Affairs and Export Control (BAFA) or other authorities.

**13.3 MLase reserves the right—and may be legally required—to request such documentation before delivery and to submit it to BAFA or other authorities.**

**13.4 MLase may refuse performance or delivery if compliance would be violated or if required documentation or approvals are not provided. Delivery periods shall be extended accordingly. If the delay caused by the Customer exceeds two (2) weeks, MLase may rescind the contract.**

**13.5 The Customer shall indemnify MLase against any claims, losses, or penalties arising from the Customer's breach of export control obligations.**

**14. OTHER SERVICES**

**14.1** MLase does not provide orientation or training services unless expressly agreed in writing in an individual contract.

**14.2** If agreed, such services are provided as services under § 611 BGB and in MLase's reasonable discretion unless otherwise specified.

**14.3** The Customer shall pay the agreed price in accordance with Section 7 (Prices and Payment Terms).

**15. LIABILITY**

**15.1** MLase shall be liable without limitation for:

- (a) intent and gross negligence;
- (b) injury to life, body, or health;
- (c) claims under the German Product Liability Act (Produkthaftungsgesetz); and
- (d) to the extent MLase has expressly assumed a guarantee.

**15.2** In cases of simple negligence, MLase is liable only for breach of cardinal obligations (essential duties whose fulfillment enables proper performance of the contract and on which the Customer regularly relies). In such cases, liability is limited to the foreseeable damage typical for this type of contract.

**15.3** Subject to 15.1 and 15.2, MLase's aggregate liability per contract shall not exceed the net price paid for the affected Product(s) or service, or EUR 500,000, whichever is higher.

**15.4** Liability for lost profits, production downtime, business interruption, reputational damage, and other indirect or consequential loss is excluded, except where liability is mandatory under 15.1 or arises from a breach of cardinal obligations under 15.2.

**15.5** The above limitations apply equally to MLase's legal representatives, managing employees, and vicarious agents.

**15.6** Any contractual shortening of limitation periods does not apply in the cases referred to in 15.1.

**15.7** These limitations apply internationally to the extent permitted by mandatory local law.

**16. FORCE MAJEURE**

MLase shall not be liable for delays or non-performance caused by events beyond its reasonable control, including but not limited to war, terrorism, riots, natural disasters, pandemics, strikes, lawful lockouts, transport disruptions, shortages of raw materials, or governmental actions. Delivery and performance periods shall be extended by the duration of the hindrance plus a reasonable start-up period. MLase shall inform the Customer promptly of the start and expected end of such events. If performance becomes impossible for the foreseeable future, either party may terminate the contract by written notice.

**17. IP INFRINGEMENT**

If a third party asserts claims against the Customer for infringement of intellectual property rights due to the design of MLase Products, MLase shall, at its option and cost:

- (a) procure the right for continued use;
- (b) modify or replace the Product so it becomes non-infringing; or
- (c) take back the Product against reimbursement of the purchase price minus reasonable depreciation for use.

The foregoing does not apply to claims caused by Customer specifications, combinations not supplied by MLase, or modifications not made by MLase.

The Customer shall promptly notify MLase in writing, grant MLase sole control of the defense and settlement, and provide reasonable assistance. Further claims are governed exclusively by Section 15 (Liability).

**18. LASER SAFETY AND INTEGRATION DUTIES**

Where the Product is supplied as a laser source for integration, the Customer shall:

- (a) implement classification, labeling, and safety features in conformity with IEC/EN 60825-1 (including EN 60825-1:2014/A11:2021 where applicable);
- (b) preserve MLase safety interlocks and protective housings;
- (c) include MLase's warning information verbatim in its user documentation; and
- (d) ensure that only trained personnel operate and service the integrated laser.

Any modification affecting laser safety requires MLase's prior written consent.

**19. CONFIDENTIALITY AND DATA PROTECTION**

**19.1** Both parties shall treat all business, technical, and commercial information received from the other party as confidential for five (5) years from receipt and disclose it only to employees or agents who need it for contract performance.

**19.2** This obligation does not apply to information that is publicly known, lawfully obtained from third parties without confidentiality obligation, or required by law or governmental order to be disclosed.

**19.3** Upon request or when no longer needed, confidential information shall be deleted or returned.

**19.4** Both parties shall comply with applicable data protection laws, including the GDPR. Where MLase processes personal data on behalf of the Customer, the parties shall enter into a separate data processing agreement under Article 28 GDPR.

**19.5** Disclosure of information required for export control compliance or safety-related regulatory obligations shall not constitute a breach of confidentiality.

**20. MISCELLANEOUS****20.1 Disposal**

The Customer shall dispose of Products at its own expense in compliance with applicable laws and shall impose this obligation on any subsequent purchaser.

**20.2 Advertising**

The Customer may not use MLase's name, trademarks, or business relationship in advertising or marketing without MLase's prior written consent.

**20.3 Subcontractors**

MLase may engage subcontractors at its discretion to perform contractual obligations.

**20.4 Assignment**

The Customer may not assign claims or receivables against MLase to third parties without MLase's prior written consent. Section 354a HGB remains unaffected.

**20.5 Governing Law and Jurisdiction**

This contract is governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and German conflict-of-law rules. Exclusive jurisdiction and venue shall lie with the competent courts of Munich, Germany. MLase may also enforce claims at the Customer's registered place of business.

**20.6 Contract Language**

The contract language is English. In the event of discrepancies between translations, the English version shall prevail.