

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1.1. These terms and conditions of sale (the “**Terms**”) shall apply to any sales of goods (“**Goods**”) and services (“**Services**”) by EmTroniX, a limited liability company incorporated under the laws of Luxembourg, with its registered office at 150, Rue de Niederkorn, L-4991 Sanem, VAT LU18652974 (“**EmTroniX**”) to any buyer (the “**Buyer**”).

2. AGREEMENT FOR THE SALE OF GOODS AND SERVICES

- 2.1. These Terms, together with the specific terms and conditions set out in EmTroniX’s quotation (“**Quotation**”) and Confirmed Order (the Terms, Quotation and Confirmed Order collectively the “**Agreement**”), constitute the entire agreement between EmTroniX and the Buyer for the sale of the Goods and Services by EmTroniX to Buyer, superseding any prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether in written or oral form. Notwithstanding the foregoing, if a separate written contract signed by both parties is in existence covering the sale of the Goods or Services covered hereby, “**Agreement**” shall be understood as including the terms and conditions of said contract, provided that said terms and conditions shall prevail to the extent they conflict or are inconsistent with these Terms. The specific terms and conditions set out in EmTroniX’s quotation and/or the Confirmed Order shall prevail to the extent they conflict or are inconsistent with these Terms.
- 2.2. No purchase order (“**Order**”) by Buyer is binding upon EmTroniX except, and only to the extent, expressly confirmed in writing by EmTroniX (“**Confirmed Order**”). Any confirmation or acceptance of the Order is subject to these Terms. The Buyer’s general terms and conditions of purchase, whether referenced in the Order or elsewhere, do not apply to, and are expressly excluded from, any transaction between EmTroniX and the Buyer for the sale of Goods and Services, even if EmTroniX has not expressly rejected them. Acceptance, confirmation or fulfilment of the Order does not constitute acceptance by EmTroniX of any of the Buyer’s general terms and conditions.
- 2.3. The Buyer shall be deemed to have accepted these Terms by placing the Order, accepting delivery or making any payment to EmTroniX, whichever occurs first.
- 2.4. Modifications to the Agreement are valid only when expressly agreed to in writing by the parties.
- 2.5. Each Order should, at a minimum, contain specifications or drawings (if applicable), quantities, prices, delivery schedule and place of delivery.

3. TERMS OF DELIVERY

- 3.1. Unless agreed otherwise, Goods shall be delivered Ex Works (EXW, Incoterms 2020). Delivery shall be deemed to occur on the date the Goods are made available for pick-up at EmTroniX’s premises, as notified in writing by EmTroniX. From that moment, all risk of loss or damage to the Goods shall pass to the Buyer.
- 3.2. If the Buyer fails to collect the Goods on the notified date, EmTroniX may agree to store the Goods, but any such storage shall be at the Buyer’s sole cost and risk. If Buyer fails to pick-up

the Goods ultimately within thirty (30) days after notification by EmTroniX that the Goods are ready for pick-up, EmTroniX may arrange shipment of the Goods to any premises of Buyer known to EmTroniX, at the Buyer’s sole cost and risk. Alternatively, if the Goods remain uncollected for more than thirty (30) days after the notified date, Buyer shall incur a storage fee equal to 0.2% of the total value of the Order, which will increase by an additional 0.2% for each subsequent month of continued storage by EmTroniX. If the Goods remain uncollected for six (6) months following the notified date, EmTroniX reserves the right to destroy or otherwise dispose of the Goods at its sole discretion.

- 3.3. For the purposes of these Terms, “**days**” shall mean calendar days.
- 3.4. EmTroniX will use standard method of packaging, unless specifically otherwise set forth in the Agreement.
- 3.5. The quantity of any instalment of Goods as recorded by EmTroniX on dispatch from EmTroniX’s place of business is conclusive evidence of the quantity received by Buyer unless Buyer can provide conclusive evidence proving the contrary. Any liability of EmTroniX for non-delivery of the Goods shall be limited to the delivery of the missing quantities thereof within a reasonable time or adjusting the invoice to reflect the actual quantity delivered.
- 3.6. Partial deliveries shall be permitted unless the nature of the Goods or Services is such that partial delivery would prevent Buyer from using the Good or Services as intended. Each delivery will constitute a separate sale, and Buyer shall pay for the units delivered, whether such delivery is in whole or partial fulfilment of Buyer’s Order.
- 3.7. EmTroniX will make reasonable efforts to meet agreed timelines and to inform Buyer about any delays. Buyer, however, acknowledges that the sale of Goods and Services may involve development, customization, or innovation, and that such activities inherently carry technical, practical or regulatory uncertainties or that technical, practical or regulatory challenges may arise during the execution of the Agreement. As such, any delivery dates or milestones included in the Agreement are estimates only and not binding deadlines, and EmTroniX shall not be liable for any delays, losses, additional costs (including Third-Party costs and expenses) or damages incurred by Buyer (or any of Buyer’s clients) arising out of or in connection with delays for reasons outside EmTroniX’s reasonable control. For the avoidance of doubt, any delay in the delivery of materials or services by third-party vendors or suppliers shall not be considered within EmTroniX’s control, unless such delay directly results from the negligent action or omission of EmTroniX. Delays related to the supply of Goods and Services do not entitle the Buyer to cancel the Confirmed Order, refuse delivery, or claim damages, penalties, or compensation of any kind, unless expressly agreed otherwise in writing by EmTroniX.

4. FORCE MAJEURE

- 4.1. As used herein, “**Force Majeure**” shall mean events or causes which are not under a party’s reasonable control and which cannot be attributed to the fault of them. Force majeure events include, without limitation: (i) war, riot, public disorder, civil commotion, (ii) economic sanctions, (iii) fire, flood, storm, earthquake, (iv) epidemic, pandemic (whether or not officially

recognized by the WHO), (v) terrorism, (vi) explosion, nuclear, chemical or biological contamination, (vii) lack of personnel, strikes or social disputes on company level, employee lockout, illness, (viii) compliance with a law or governmental order, rule, regulation or direction which would cause a party's activities to be illegal or unlawful, (ix) unexpected price increases of materials, components, personnel and others, (x) unavailability, interruptions or delay in the delivery of materials (including raw materials), components or services required for the Goods or Services, (xi) capacity constraints, for whatever reason, at EmTroniX's or any of its subcontractors' or vendors' facilities, (xii) interruptions of normal processes, for whatever reason, at EmTroniX's or any of its subcontractors' or vendors' facilities, (xiii) cyber-attacks, (xiv) telecommunication breakdown or power outages.

4.2. EmTroniX reserves the right to postpone delivery in the case of Force Majeure for the duration of the obstruction plus a reasonable period of recuperation. Should delivery have become impossible due to Force Majeure, EmTroniX reserves the right to partially or completely terminate the Agreement.

4.3. For the avoidance of doubt and to the extent permitted by applicable law, the occurrence of Force Majeure shall not entitle Buyer to withhold or delay any payments due under the Agreement.

5. BUYER'S COMPLIANCE WITH LAWS AND REGULATIONS

5.1. Buyer represents and warrants that it shall comply with all applicable laws and regulations relating to the purchase, use, transfer, and resale of the Goods and Services, including but not limited to export control laws, sanctions regulations, anti-bribery and anti-corruption laws. Buyer shall not use, export or transfer the Goods or Services in violation of such laws, and shall obtain all necessary licenses, permits or approvals required under applicable laws. Buyer further explicitly represents and warrants that it is not listed on any sanctions or restricted party lists.

5.2. Buyer shall indemnify and hold EmTroniX harmless from and against any and all claims, damages, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of the warranty set forth in Section 5.1.

6. PAYMENT

6.1. All amounts agreed are exclusive of value-added tax and other taxes and levies. Buyer shall pay all national, municipal or other sales, use, excise, property, value added, or other similar taxes, assessments or tariffs assessed upon or levied against the delivery of the Goods or Services to Buyer pursuant to the Agreement (or at Buyer's sole expense, defend against the imposition of such taxes and expenses)

6.2. To the extent permitted by applicable law, EmTroniX reserves the right to adjust prices to reflect any increase of its costs directly resulting from Force Majeure, if this increase happens before delivery of the Goods. Furthermore, EmTroniX shall be entitled to increase the prices to reflect any additional costs arising from a delay in delivery beyond its control, including any delays caused by the Buyer. Any such price adjustment shall be communicated to the Buyer in writing without undue delay, and shall include a clear justification and supporting documentation.

6.3. If, after the conclusion of this Agreement, circumstances arise that were not reasonably foreseeable at the time of contracting and that materially disrupt the economic balance of the Agreement by rendering EmTroniX's performance excessively burdensome, including, without limitation, substantial increases in the costs of raw materials, components, energy or transportation, EmTroniX shall be entitled to request a price adjustment by submitting a written request to Buyer, supported by reasonably documented evidence of the cost increase. Upon such request, the parties shall engage in good faith negotiations to revise the price accordingly. Unless agreed otherwise, any adjusted price shall become effective thirty (30) days following EmTroniX's written request. If the parties do not reach an agreement within thirty (30) days following EmTroniX's written request, EmTroniX may terminate the Agreement with immediate effect. In case of termination, Section 13.3 shall apply.

6.4. In addition to any price adjustments set forth in Section 6.2 and 6.3, if at any time EmTroniX experiences a significant increase in any of its costs that exceeds five percent (5%), including, without limitation, raw materials, components, energy, packaging materials, logistic costs, regulatory cost, taxes or currency fluctuations, EmTroniX shall be entitled to request a price adjustment by submitting a written request to Buyer, supported by reasonably documented evidence of the cost increase. Upon receipt, the parties shall engage in good faith negotiations to revise the price accordingly. Unless agreed otherwise, any adjusted price shall become effective thirty (30) days following EmTroniX's written request. If the parties do not reach an agreement within thirty (30) days following EmTroniX's request, EmTroniX may suspend the supply of the affected Goods and/or Services until such agreement is reached.

6.5. Payment of invoices is due in EURO as payment in advance (bank transfers only).

6.6. At EmTroniX's sole discretion, EmTroniX reserves the right to receive advance payment before commencement of the work or delivery of the Goods or Services.

6.7. EmTroniX reserves the right to invoice the Buyer for any reasonable, necessary and properly documented expenses, provided such expenses are directly related to the performance of EmTroniX's obligations under the Agreement, and are not included in the agreed purchase price.

6.8. Unless agreed otherwise, the invoices are to be paid immediately upon receipt of Goods or invoice, whichever is earlier. Should Buyer fail to comply within thirty (30) days, Buyer will automatically be in default of payment. Withholding of payments or setting-off payments against claims of Buyer against EmTroniX is not allowed, unless these claims are undisputed or legally established.

6.9. Late payments for undisputed invoices will incur interest at the rate specified in the Luxembourg Law of 29 March 2013 on combating late payments in commercial transactions. Additionally, reasonable collection costs will be reimbursed, fixed at ten percent (10%) of the invoiced amounts. Force Majeure shall not constitute a valid reason to postpone or cancel any payment obligation.

6.10. Should there be reasons to doubt the solvency or credit standing of the Buyer, EmTroniX reserves the right to demand securities

or prepayment for any outstanding delivery or declare immediate maturity of all outstanding claims.

7. RETENTION OF TITLE

- 7.1. Notwithstanding delivery or passage of risk in the Goods, property of Goods shall not pass to the Buyer until full payment of all of EmTroniX's claims against the Buyer, regardless of their grounds, was made.
- 7.2. In the case of bankruptcy or suspension of payment, EmTroniX has the right to demand that Buyer declares the assigned receivables, gives all information and documentation necessary for EmTroniX to collect its claims and informs garnishee of the assignment. Should third parties try to claim these Goods, Buyer is obliged to inform them of EmTroniX's property and immediately inform EmTroniX of the intent. Buyer will be held responsible for costs and damages.

8. WARRANTY

- 8.1. EmTroniX warrants that at delivery the Goods and Services shall comply with the technical specifications expressly set out in the Agreement (the "**Specifications**"). A "**Defective Product**" is a Good or Service that fails to meet the warranty of this Section 8.1. Unless otherwise explicitly agreed in the Agreement, all Goods are tested exclusively in accordance with EmTroniX's standard testing procedures. It is the sole responsibility of the Buyer to conduct thorough and adequate testing, validation, and evaluation of the Goods and/or Services upon delivery and prior to deployment, production use, or further reliance. EmTroniX makes no warranty that the Goods will successfully integrate into the Buyer's products or processes, achieve any specific certification, or pass any third-party or application-specific testing.
- 8.2. Products or components manufactured by a third party (a "**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty made by EmTroniX in Section 8.1 or otherwise.
- 8.3. The Buyer shall examine the Goods and/or Services in every aspect, and determine if they comply with the Specifications. Claims for Defective Products will only be accepted if EmTroniX is informed through written notice specifying any alleged failure of the Goods or Services to meet the Specifications, immediately upon detection of any defect and no later than two (2) weeks after delivery. In the case of hidden defects, claims must be made ultimately within six (6) months of delivery of the Goods or performance of the Services. The two-week period for visible defects and the six-month period for hidden defects together constitute the full warranty period (the "**Warranty Period**"). In any event, EmTroniX shall not be held liable for any defects notified more than six (6) months after delivery.
- 8.4. EmTroniX shall not be liable for a breach of the warranty set forth in Section 8.1 unless: (i) Buyer gives written notice of the defect, reasonably described, to EmTroniX within the time limit specified in Section 8.3; (ii) EmTroniX is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by EmTroniX) returns such Goods to EmTroniX's place of business at EmTroniX's cost for the examination to take place there; and (iii) EmTroniX reasonably verifies Buyer's claim that the Goods are defective. EmTroniX

shall not be liable for a breach of the warranty set forth in Section 8.1 if: (i) Buyer makes any further use of such Goods after giving such notice (including, without limitation, by incorporating the Goods into a broader system); (ii) the defect arises because Buyer failed to follow EmTroniX's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; (iii) Buyer alters or repairs such Goods without the prior written consent of EmTroniX; or (iv) the defect was caused after delivery for reasons that are not attributable to EmTroniX, including, but not limited to, improper handling or use of the Goods by Buyer. If EmTroniX reasonably determines that Buyer's claim is unfounded, Buyer shall reimburse EmTroniX for any costs or expenses reasonably incurred in investigating and handling such claim.

- 8.5. If any valid claim of a Defective Product relating to a Good is made, EmTroniX is obliged to either replace the Goods free of charge or repair them, the choice being at its sole discretion. For any valid claim of a Defective Product relating to a Service, EmTroniX shall only be obliged to reperform the Services. Such replacement, repair or reperformance shall not extend or renew the Warranty Period defined in Section 8.3, unless otherwise expressly agreed in writing by EmTroniX. These remedies shall be the Buyer's exclusive remedy for any claims arising from Defective Products, to the exclusion of all other remedies under contract, tort, or otherwise. Without limiting the foregoing, EmTroniX shall not be liable for any indirect or consequential damages arising from a breach of the warranty under Section 8.1.
- 8.6. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE AGREEMENT, EMTRONIX DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ANY GOODS OR SERVICES DELIVERED BY IT TO BUYER HEREUNDER AND BUYER ACKNOWLEDGES AND AGREES THAT ALL GOODS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

9. LIABILITY

- 9.1. SUBJECT TO SECTION 9.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE AND PUNITIVE DAMAGES AND EACH PARTY HEREBY WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING SUCH DAMAGES.
- 9.2. SUBJECT TO SECTION 9.3, THE TOTAL LIABILITY AND INDEMNIFICATION OBLIGATION OF EMTRONIX TO BUYER ARISING OUT OF OR IN CONNECTION WITH ANY INDIVIDUAL DELIVERY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES ONLY AND SHALL IN NO EVENT EXCEED THIRTY PERCENT (30%) OF THE CONTRACT PRICE OF THE RELEVANT DELIVERY TO WHICH THE LIABILITY RELATES.
- 9.3. NOTHING SET FORTH IN THIS AGREEMENT SHALL BE DEEMED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) WILLFUL MISCONDUCT, (II) FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 12, OR (III) FOR ANY OTHER

LIABILITY WHICH CANNOT LAWFULLY BE EXCLUDED OR LIMITED PURSUANT TO THE AGREEMENT'S GOVERNING LAW.

10. TECHNICAL ADVICE

- 10.1. EmTroniX's technical advice is given according to its best knowledge and experience. Buyer is obliged to apply due diligence in verifying applicability of EmTroniX's advice to its special conditions of production or application. Concerning its technical advice, which is given free of charge, EmTroniX will only be liable for damages caused by gross negligence or deliberate acts from its part or by its lawful representatives or auxiliary persons, subject to the limitations and exclusions of liability set forth in Section 9.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. For the purposes of these Terms, the following definitions apply:

- (i) **"Background IP"**: means any Intellectual Property existing at the date of placing the Confirmed Order or developed independently of the activities under the Agreement, that is under the control of EmTroniX or the Buyer, and that is reasonably necessary, relevant or useful for performing the activities under the Agreement. For the purpose of this definition, "control" means ownership and/or the right to grant access or licenses to third parties.
- (ii) **"Intellectual Property"** means all patent applications and patents and any patent term extensions, corporate names, service marks, logos, trade dress and trademarks (whether or not registered), utility certificates and models, inventors' certificates, copyrights, database rights, designs, domain names, trade secrets, Know-How and any other proprietary rights, priority rights, prior user rights and all other rights of a like nature in each case whether registered or unregistered and in any jurisdiction.
- (iii) **"Know-How"** means any inventions (whether patentable or not), data, instructions, ideas, software, algorithms, discoveries, procedures, methods, techniques, advice and any other knowledge each in whatever form, and any materials, in each case in possession of or developed by a party..

- 11.2. Each party remains the sole owner of its Background IP.
- 11.3. Buyer acknowledges that EmTroniX is the sole owner of all Intellectual Property that relate to the Goods and Services and the use thereof and/or that arises out of the performance of the Agreement by EmTroniX. No right or license in Intellectual Property is granted by EmTroniX to Buyer by implication, estoppel or otherwise, unless, and only to the extent, expressly set forth herein, the Agreement, or in other written documentation provided by EmTroniX. Except as required by law or as expressly set forth in other written documentation provided by EmTroniX, (a) Intellectual Property directed to all or part of the Goods is licensed only upon purchase of the Goods from EmTroniX and only for use of the specific Goods so purchased; (b) Intellectual Property directed to a combination of Goods is licensed only upon purchase of the entire combination from EmTroniX and only for use of the combination of specific Goods so purchased; (c) Intellectual Property directed to a method of using a Good is licensed only upon purchase of the Goods from EmTroniX that necessarily performs the method and

only for use in connection with the specific Goods so purchased; and (d) Intellectual Property directed to a method of using a combination of Goods is licensed only upon purchase of the entire combination from EmTroniX that collectively necessarily perform the method and only for use in connection with the combination of specific Goods so purchased.

12. CONFIDENTIALITY

- 12.1. Any information, which is disclosed by or on behalf of EmTroniX to Buyer (or its designees) that is designated as confidential or that reasonably should be understood to be confidential (including, without limitation, trade secrets and Know-How), shall constitute proprietary and confidential information of EmTroniX. Buyer shall keep the EmTroniX confidential information in strictest confidence, and agrees not to use any such confidential information for any purpose outside the Agreement, and not to disclose the confidential information to any third party.
- 12.2. This obligation shall survive the termination or completion of the Agreement for a period of ten (10) years. Notwithstanding the foregoing, any information qualifying as a trade secret under the applicable law shall continue to be treated as Confidential Information for as long as it retains its status as a trade secret.

13. TERMINATION

- 13.1. EmTroniX may terminate the Agreement for material breaches by Buyer of any of the obligations under the Agreement, including default of payment as set out in Section 6.8, by providing written notice to the Buyer specifying the nature of the breach and stating its intention to terminate this Agreement with immediate effect if such breach is not cured within thirty (30) days after the receipt of such notice. If such breach is in all reasonableness not capable of being rectified within such thirty (30) day period, EmTroniX shall be entitled, without prejudice to any of its other rights under the Agreement, and in addition to any other remedies available to it by law or in equity, to terminate the Agreement forthwith with immediate effect.
- 13.2. If Buyer is involved in legal proceedings concerning its insolvency, or is adjudicated bankrupt, is subject to reorganization, liquidation or receivership proceedings, or upon an assignment of a substantial portion of the assets for the benefit of creditors, or in the event a receiver or custodian is appointed for its business, or if a substantial portion of its business is subject to attachment or similar process, EmTroniX may terminate, subject to providing a written notice, the Agreement, with immediate effect.
- 13.3. In the event the Agreement is terminated for any reason permitted under these Terms, EmTroniX shall be entitled to (i) compensation for all work duly performed up to the effective date of termination, including any (part of any) Goods developed, purchased, or manufactured or Services rendered, (ii) reimbursement for all direct and documented costs, expenses, and commitments incurred in connection with the performance of the Agreement, including but not limited to materials ordered, labor costs, and administrative expenses, and (iii) retention of any payments already received on account, without prejudice to EmTroniX's right to claim further damages. The foregoing shall be without prejudice to any other rights or remedies available to EmTroniX under the Agreement, at law, or in equity, including

the right to claim damages for losses suffered as a result of the Buyer's default.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

- 14.1. These Terms and all Agreements shall be governed by the laws and regulations of Luxembourg, without regard to its conflict of law provisions and the Vienna Convention of 11 April 1980 on the International Sale of Goods.
- 14.2. Disputes shall be resolved through good faith negotiations. If unresolved, any contractual or extra-contractual disputes arising out or in relation to these Terms or any Agreement (including the existence, enforceability, validity, interpretation, execution and/or non-performance thereof) shall be finally and exclusively settled by the competent courts located within the jurisdiction of the Luxembourg Court of Appeal.

15. MISCELLANEOUS

- 15.1. If any provision of these Terms or an Agreement is deemed invalid or unenforceable, the remainder of the Terms or the Agreement shall remain in effect. The parties will negotiate in good faith to replace any such provision with a valid one that most closely matches the parties' original intent and their economic interests.
- 15.2. EmTroniX reserves the right to modify or supplement these Terms at any time. Any amendments to these Terms shall apply exclusively to Orders placed on or after the effective date of such amendments.
- 15.3. Neither party is entitled to assign the Agreement, except by express written approval of the other party.
- 15.4. Failure by EmTroniX to enforce strict compliance with the Agreement at any time shall not be construed as a waiver of the right to enforce strict compliance in the future.
- 15.5. For the purposes of these Terms, "written" includes communication by email or other electronic messages, provided they have been received by the other party.