

mi2-factory GmbH**General Terms and Conditions of Purchase for Suppliers (B2B)***English translation for information purposes only*

This document is a translation of the German "Allgemeine Einkaufsbedingungen für Lieferanten (B2B)" of mi2-factory GmbH. Only the German version is legally binding. In the event of any discrepancy between the two versions, the German version shall prevail. References to German statutes are given in their German abbreviations; the English rendering of statutory titles is provided for orientation only.

1. Scope of application, contract language

- (1) These General Terms and Conditions of Purchase (the "GTCP") apply to all orders and contracts of mi2-factory GmbH ("mi2") concerning the supply of goods and the provision of services placed with suppliers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal persons under public law or special funds under public law (the "Supplier"). They apply irrespective of whether the Supplier manufactures the goods itself or procures them from third parties.
- (2) These GTCP, in the version applicable at the time the contract is concluded, shall also apply to future orders placed with the same Supplier without mi2 having to refer to them again in each individual case.
- (3) These GTCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall not become part of the contract unless mi2 has expressly consented to their application in text form. This shall also apply where mi2 accepts or pays for the delivery without reservation in the knowledge of such terms.
- (4) Individual agreements between mi2 and the Supplier, in particular framework, development, quality assurance and confidentiality agreements, shall take precedence over these GTCP (Section 305b BGB). The content of such agreements shall be determined by a written contract or a confirmation in text form.
- (5) Legally relevant declarations and notices to be given by the Supplier to mi2 after conclusion of the contract, in particular the setting of deadlines, reminders and declarations of withdrawal, require text form (Section 126b BGB) in order to be effective, unless a stricter form is prescribed by law.
- (6) References to statutory provisions are for clarification purposes only. The statutory provisions therefore apply even without such clarification, unless they are directly modified or expressly excluded in these GTCP.
- (7) The contract language is German. This English version is available at www.mi2-factory.com/terms-and-conditions and is provided for information purposes only. In the event of discrepancies, the German version shall prevail.

2. Order and conclusion of contract

- (1) Orders placed by mi2 are binding if they are issued in text form or confirmed in text form. Oral or telephone orders require confirmation by mi2 in text form in order to be effective.
- (2) The Supplier shall confirm the order in text form within five business days of receipt (acceptance) or accept it by carrying out the delivery without reservation. A late acceptance or an acceptance deviating from the order shall be deemed a new offer and requires acceptance by mi2 in text form.
- (3) If the Supplier identifies obvious errors, clerical or arithmetical mistakes or incompleteness in the order, in particular in the specifications, it shall notify mi2 prior to acceptance for the purpose of correction. Until correction, mi2 shall not be bound by the item concerned and shall be entitled to amend or withdraw the order in this respect.
- (4) mi2 may revoke an order as long as the Supplier has not accepted it.

3. Scope of performance, changes, subcontractors

- (1) The type, scope and quality of the delivery are determined by mi2's order, including the drawings, specifications, inspection instructions and quality agreements referred to therein.
- (2) The Supplier shall render its services in accordance with the recognised state of the art and with the applicable safety, occupational health and environmental regulations. It shall notify mi2 in good time in text form of any concerns regarding the type of execution envisaged by mi2.
- (3) mi2 may request changes to the specification until execution, provided that this is reasonable for the Supplier. The effects on price and dates shall be adjusted by mutual agreement and appropriately; the parties shall coordinate on this without undue delay.
- (4) Without mi2's prior consent in text form, the Supplier is not entitled to have the services owed rendered, in whole or in material part, by third parties. Consent shall not be unreasonably withheld. The Supplier is liable for its subcontractors as for its own conduct and shall bind them to comply with Sections 9, 15, 17, 18 and 20.
- (5) The Supplier bears the procurement risk for the performance owed by it, except where the item is a one-off manufactured exclusively to mi2's specifications. Section 4 paragraph 5 remains unaffected.

4. Delivery and performance periods, default, force majeure

- (1) The delivery or performance period stated in the order is binding. If no delivery or performance period is stated and none has otherwise been agreed, it shall be two weeks from conclusion of the contract, unless the nature of the performance requires otherwise.
- (2) Timeliness is determined by receipt of the complete and defect-free delivery at the agreed destination, in the case of services by their completion and, where formal acceptance (Abnahme) is agreed, by such acceptance.
- (3) The Supplier shall inform mi2 without undue delay in text form if it is likely to be unable to meet an agreed delivery or performance period, stating the reasons for and the expected duration of the delay. Such notification does not affect the Supplier's responsibility.
- (4) If the Supplier is in default, mi2 may – in addition to further statutory claims – demand liquidated damages for delay amounting to 0.5 % of the net price of the delayed delivery for each completed calendar week, up to a maximum of 3 % of that net price in total. mi2 reserves the right to prove higher damage; the Supplier reserves the right to prove that no damage or substantially lower damage has been incurred. The liquidated amount shall be set off against any further claim for damages.
- (5) Events of force majeure for which the Supplier is not responsible and which substantially impede or prevent its performance shall extend the delivery period by the duration of the impediment plus a reasonable start-up period. These include, in particular, natural events, epidemics and pandemics, war and terrorism, cyber attacks, acts of public authorities, sanctions and export control measures, shortages of energy and raw materials, and industrial action. The Supplier shall inform mi2 without undue delay and shall use its best efforts to limit the effects. If the impediment lasts longer than two months, mi2 shall be entitled to withdraw from the contract with respect to the affected part of the performance.
- (6) Early deliveries and partial deliveries require mi2's consent in text form. In the case of a permitted early delivery, the originally agreed delivery date shall remain decisive for the due date of payment.

5. Delivery, packaging, shipment, passing of risk

- (1) Within Germany, delivery shall be made free domicile to the destination stated in the order. For cross-border deliveries, the Supplier shall deliver DDP (Delivered Duty Paid) named place of destination in accordance with Incoterms® 2020, unless otherwise agreed. If no destination is stated, delivery shall be made to mi2's registered office in Jena.
- (2) The destination is also the place of performance for the delivery and for any subsequent performance (obligation to deliver to the destination).

- (3) A delivery note stating the date, the contents of the delivery, article and batch or serial numbers and mi2's order reference shall be enclosed with each delivery. If the delivery note is missing or incomplete, mi2 shall not be responsible for any resulting delays in processing and payment.
- (4) The Supplier shall package the goods appropriately for transport, storage and stress, and shall observe the packaging, cleanliness and labelling requirements communicated by mi2. The Supplier shall take back packaging material at mi2's request and at its own expense; in all other respects, the obligations under the German Packaging Act apply.
- (5) The risk of accidental loss and accidental deterioration shall pass to mi2 upon handover at the place of performance. Where formal acceptance is agreed, such acceptance shall be decisive for the passing of risk.

6. Prices, invoicing, payment, set-off, assignment

- (1) The prices stated in the order are fixed prices and are net, plus value added tax at the applicable statutory rate. In the case of deliveries from abroad, the VAT treatment, in particular any reverse charge, shall be shown on the invoice.
- (2) The price includes all services and ancillary services of the Supplier, in particular packaging, transport, transport insurance, customs duties and import levies, and the documentation owed under the contract.
- (3) Invoices shall be issued separately and in verifiable form, stating mi2's order reference and item numbers; they may not be enclosed with the delivery. Invoices must meet the requirements of Section 14 of the German VAT Act (UStG) and, as soon as and to the extent that a statutory obligation to do so exists, must be transmitted as an electronic invoice in a structured format in accordance with standard EN 16931.
- (4) The price falls due within 30 calendar days of receipt of a proper and verifiable invoice, but not before complete delivery and performance and, where agreed, formal acceptance. If mi2 pays within 14 calendar days, the Supplier shall grant an early payment discount of 3 % on the net invoice amount.
- (5) The occurrence of default in payment shall be governed by the statutory provisions. mi2 does not owe interest on maturity under Section 353 HGB.
- (6) Payments do not constitute acknowledgement that the delivery conforms to the contract.
- (7) The Supplier shall only be entitled to set-off with counterclaims that have been finally adjudicated, are undisputed or have been acknowledged by mi2. The Supplier shall only be entitled to a right of retention on the basis of such counterclaims; the right to refuse performance arising from the same contractual relationship under Section 320 BGB remains unaffected.
- (8) mi2 is entitled to rights of set-off and retention to the extent provided by law. In particular, mi2 is entitled to set off claims to which affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) are entitled against the Supplier.
- (9) The Supplier may assign claims against mi2, or have them collected by third parties, only with mi2's prior consent in text form. Section 354a HGB remains unaffected.

7. Transfer of title, Supplier's retention of title

- (1) Title to the goods delivered shall pass to mi2 upon handover at the place of performance.
- (2) A retention of title validly declared by the Supplier shall be recognised only as a simple retention of title and shall lapse upon payment for the respective goods delivered. All forms of extended, prolonged or group retention of title, and advance assignments of receivables arising from resale, shall not become part of the contract.
- (3) The Supplier is not entitled to process, mix or combine the goods in a manner that gives rise to the acquisition of title by third parties.

8. Materials provided by mi2, production equipment, documents

- (1) Substances, materials, components and data carriers provided by mi2 shall remain the property of mi2. The Supplier shall store them separately free of charge, mark them as the property of mi2,

administer them and, at mi2's request and expense, insure them at replacement value. They may be used exclusively for deliveries to mi2.

- (2) Production equipment, in particular tools, moulds, jigs, gauges, models and test equipment which mi2 provides or the manufacturing costs of which mi2 bears in whole or in part, shall become the property or proportionate co-property of mi2 upon payment. Paragraph 1 shall apply accordingly. The Supplier shall maintain such equipment, carry out any necessary maintenance and inspection work at its own expense and report damage without undue delay.
- (3) Drawings, specifications, samples, models, software and other documents provided by mi2 shall remain the property of mi2 and may be used exclusively for the performance of the contract. They shall be kept confidential from third parties; Section 17 shall apply in addition.
- (4) The Supplier may neither offer nor supply to third parties, nor use for its own purposes, any products manufactured according to drawings, specifications or models of mi2 or using production equipment of mi2.
- (5) Upon termination of the contractual relationship or at mi2's request, materials provided, production equipment and documents shall be returned to mi2 in full and without undue delay or destroyed in accordance with mi2's instructions; the Supplier shall have no right of retention except on the basis of counterclaims that have been finally adjudicated, are undisputed or have been acknowledged by mi2.

9. Quality assurance, documentation, traceability

- (1) The Supplier shall maintain a quality management system corresponding to the state of the art and based on DIN EN ISO 9001, and shall provide evidence thereof on request. It shall carry out and document incoming goods inspections, in-process inspections and final inspections.
- (2) The Supplier shall ensure the traceability of the products delivered by means of batch or serial numbers and shall retain the associated inspection and manufacturing records for at least [ten] years from delivery. On request, it shall provide inspection certificates in accordance with DIN EN 10204.
- (3) For products intended for use in semiconductor equipment, the Supplier shall comply with the requirements communicated by mi2 regarding cleanliness, freedom from contamination, outgassing and packaging. It shall inform mi2 in text form, on request, of the materials, coatings and auxiliary substances used.
- (4) The Supplier shall provide mi2 with a current safety data sheet upon first delivery and upon each change, and, on request, with a certificate of characteristics (material data sheet).
- (5) mi2 is entitled, upon reasonable prior notice and during normal business hours, to conduct quality audits at the Supplier's premises or to have them conducted by third parties who are bound to confidentiality and are not competitors of the Supplier. The Supplier shall secure corresponding rights at its subcontractors to the extent possible and reasonable for it.
- (6) Supplementary quality assurance agreements between the parties shall take precedence over this Section.

10. Product changes, discontinuation, spare parts supply

- (1) Changes to the product, its function, design, materials, components, manufacturing processes, manufacturing locations or sub-suppliers require mi2's prior consent in text form where they may have effects on form, fit, function, reliability, cleanliness or qualification. The Supplier shall notify intended changes at least six months in advance (product change notification).
- (2) If the Supplier intends to discontinue the manufacture of a product purchased by mi2 or of associated spare parts, it shall inform mi2 in text form at least twelve months in advance and shall give mi2 the opportunity to place a final order (last time buy) on the terms applicable to date. On request, it shall name an equivalent successor product and support mi2 in its qualification.
- (3) The Supplier shall keep spare parts and consumables available on reasonable terms for a period of ten years from the last delivery.
- (4) If the Supplier is unable to ensure supply for reasons for which it is responsible, it shall, at mi2's request, make available on reasonable terms the documents, production equipment and rights

required for in-house or third-party manufacture, provided that no third-party rights are thereby infringed.

11. Inspection, notice of defects

- (1) The duty of inspection under Sections 377 and 381 HGB is limited to defects which become apparent during mi2's incoming goods inspection by way of external examination, including the shipping documents, and during a quality check by random sampling. Where formal acceptance is agreed, there is no duty of inspection.
- (2) Notice given within five business days of discovery of the defect shall be deemed to have been given without undue delay and in good time; in the case of hidden defects, the period shall commence upon their discovery.
- (3) mi2 is entitled to claims for defects without restriction even where the defect remained unknown to mi2 at the time the contract was concluded as a result of gross negligence.

12. Claims for defects, limitation

- (1) mi2's rights in respect of material defects and defects of title shall be governed by the statutory provisions unless otherwise provided below. Section 3 paragraph 1 is decisive for the agreed quality.
- (2) mi2 has the right to choose the type of subsequent performance. The Supplier may refuse the type of subsequent performance chosen in accordance with Section 439 (4) BGB.
- (3) The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour, material, removal and installation costs. If a demand by mi2 for the remedy of a defect proves to be unjustified, the Supplier may claim reimbursement of the resulting costs only if mi2 knew, or failed to recognise as a result of gross negligence, that no defect existed.
- (4) If the Supplier fails to comply with its obligation to effect subsequent performance within a reasonable period set by mi2, mi2 may remedy the defect itself or have it remedied by third parties and claim reimbursement of the necessary expenses. In cases of imminent danger, in particular to avert disproportionately large damage or to maintain operational safety, mi2 shall be entitled to do so even without setting a deadline; mi2 shall inform the Supplier without undue delay.
- (5) The limitation period for claims for defects is 36 months from the passing of risk, or, for deliveries for which formal acceptance is agreed, from such acceptance, but no longer than 42 months from delivery. Longer statutory limitation periods, in particular under Section 438 (1) nos. 1 and 2 BGB, Section 438 (3) BGB and Section 634a (1) no. 2 and (3) BGB, remain unaffected.
- (6) For parts that have been repaired or replaced, the limitation period shall recommence upon completion of the subsequent performance, but shall end no later than 48 months from the original passing of risk.
- (7) Claims based on defects of title shall not become time-barred as long as a third party may still assert the right against mi2.

13. Supplier recourse

- (1) The recourse claims within a supply chain provided for by law (Sections 445a, 445b and 478 BGB) are available to mi2 without restriction in addition to the claims for defects.
- (2) mi2 is entitled to demand from the Supplier precisely the type of subsequent performance that mi2 owes to its own customer in the individual case. This does not restrict the right of choice under Section 12 paragraph 2.
- (3) Before mi2 acknowledges or satisfies a claim for defects asserted by its customer, including reimbursement of expenses, mi2 shall inform the Supplier and give it the opportunity to comment within a reasonable period. If no comment is made and no amicable solution is reached, the claim for defects actually granted by mi2 shall be deemed to have been owed to its customer; the burden of proving the contrary shall lie with the Supplier.

- (4) Claims arising from supplier recourse shall also exist where the goods were further processed or installed in another product by mi2 or a customer prior to their sale.

14. Product liability, recall, insurance

- (1) If the Supplier is responsible for product damage, it shall indemnify mi2 against third-party claims in this respect. Within the scope of its obligation to indemnify, it shall reimburse expenses pursuant to Sections 683 and 670 BGB arising from or in connection with a claim asserted by third parties.
- (2) Before carrying out a recall, replacement or warning campaign based on a delivery by the Supplier, mi2 shall inform the Supplier and coordinate the scope and implementation with it, to the extent possible and reasonable in the circumstances. The Supplier shall bear the costs of any necessary measure to the extent that it is responsible for the defect. Statutory reporting and recall obligations remain unaffected.
- (3) The Supplier shall maintain general and product liability insurance with a lump-sum cover of at least EUR 5 million per occurrence of personal injury and property damage, and shall provide evidence thereof on request. For safety-relevant products, mi2 may require an appropriately higher cover.
- (4) The insurance cover does not limit the Supplier's liability.

15. Intellectual property rights, work results, indemnification

- (1) The Supplier warrants that the delivery and its contractual use by mi2 and mi2's customers do not infringe any third-party intellectual property rights. This does not apply to the extent that the infringement results exclusively from an execution specified by mi2 and the Supplier neither knew nor ought to have known of the infringement.
- (2) If third parties assert claims on account of an infringement of intellectual property rights, the Supplier shall indemnify mi2 and mi2's customers against such claims and the costs of a reasonable legal defence, to the extent that it is responsible for the infringement. The Supplier shall, at its option and at its own expense, obtain a right of use, modify the delivery so that it no longer infringes, or replace it.
- (3) Where the Supplier renders development, design or testing services on behalf of mi2 or manufactures according to mi2's specifications, the work results arising in that context, including inventions, drawings, test and process data, shall belong to mi2. The Supplier transfers to mi2 all transferable rights therein and grants mi2, in respect of non-transferable rights, an exclusive right of use unlimited in time, territory and content, transferable and sublicensable. The remuneration for this is covered by the agreed price.
- (4) Pre-existing intellectual property rights and pre-existing know-how of the Supplier (background) shall remain with the Supplier. To the extent that work results under paragraph 3 cannot be used without the Supplier's background, the Supplier grants mi2 a non-exclusive, irrevocable, transferable and sublicensable right of use therein within the scope of the contractual purpose.
- (5) The Supplier shall notify mi2 without undue delay in text form of inventions arising in the course of rendering the services and shall support mi2 in applying for intellectual property rights. The Supplier shall fulfil the obligations towards its employees under the German Act on Employee Inventions at its own expense.
- (6) The Supplier acquires no rights in mi2's technology, in particular in the energy filter technology, or in the documents provided by mi2.

16. Software, firmware, cybersecurity

- (1) If the delivery contains software or firmware, mi2 shall receive a non-exclusive, unlimited in time and transferable right to use and reproduce it within the scope of the contractual purpose and to pass it on to customers together with the product. In the case of software incorporated into products of mi2, this right includes the transfer to mi2's customers, including the right to sublicense to the extent required.

- (2) The Supplier shall disclose open source components, including the respective licence terms, in text form prior to delivery. It shall ensure that no licence terms are used which require the disclosure or licensing of software or know-how of mi2 (copyleft effect), unless expressly agreed otherwise.
- (3) For products with digital elements, the Supplier shall provide, on request, a software bill of materials (SBOM) in a machine-readable standard format and shall keep it up to date.
- (4) The Supplier shall maintain appropriate information security management based on ISO/IEC 27001 and shall provide evidence thereof on request by means of certificates or equivalent documented measures.
- (5) The Supplier shall inform mi2 without undue delay of vulnerabilities and security incidents which may affect the products delivered, their software or mi2's data, and shall remedy vulnerabilities without undue delay and at its own expense by means of security updates. It shall support mi2 in fulfilling statutory reporting, documentation and risk management obligations, in particular under Regulation (EU) 2024/2847 (Cyber Resilience Act) and under Directive (EU) 2022/2555 (NIS 2) and its national implementation, to the extent that mi2 or its customers are subject to such obligations.
- (6) The Supplier warrants that it will not use any components the use of which is prohibited or restricted by order of a public authority. On request, it shall inform mi2 of the manufacturer, country of origin and supply chain of the security-relevant components used. If components are prohibited, classified as security-critical or assessed as non-compliant with regulatory requirements, the Supplier shall replace them without undue delay and at its own expense with suitable compliant alternatives.
- (7) The Supplier shall indemnify mi2 against damage, fines and measures of public authorities resulting from a breach of this Section, to the extent that it is responsible for the breach.

17. Confidentiality, advertising, references

- (1) The Supplier shall treat all information of mi2 obtained in the course of the business relationship, in particular trade secrets within the meaning of the German Trade Secrets Act (GeschGehG), as strictly confidential and shall use it exclusively for the performance of the contract. It shall take appropriate confidentiality measures within the meaning of Section 2 no. 1 (b) GeschGehG and shall impose corresponding obligations on the persons having access.
- (2) Disclosure to third parties, including affiliated companies and subcontractors, requires mi2's prior consent in text form; Section 3 paragraph 4 remains unaffected.
- (3) The obligation does not apply to information that is generally known or becomes known without breach of this provision, that was demonstrably known to the Supplier prior to disclosure, that it has independently developed, or that it has lawfully obtained from third parties without any confidentiality obligation. Disclosure is permitted to the extent required by law or by an order of a public authority or court; the Supplier shall inform mi2 in advance to the extent legally permissible.
- (4) The obligation shall continue to apply for five years after termination of the business relationship; in respect of trade secrets it shall continue to apply for as long as they remain trade secrets. Upon request, confidential documents shall be returned or deleted; statutory retention obligations remain unaffected.
- (5) The Supplier may not use the business relationship with mi2, or the subject matter and content of the orders, for advertising or reference purposes and may not report publicly thereon, unless mi2 has given its prior consent in text form.
- (6) Supplementary confidentiality agreements between the parties shall take precedence over this Section.

18. Export control, sanctions, origin

- (1) The Supplier shall, at the latest with its quotation and in any event prior to the first delivery, provide mi2 unprompted with all information required by mi2 to fulfil its foreign trade law obligations, in particular the export list number under the German Foreign Trade Ordinance (AWV), the control list number under Regulation (EU) 2021/821, the statistical commodity code, the non-preferential country of origin, and information on any U.S. content and on the classification under the U.S. Export

Administration Regulations (ECCN). The Supplier shall notify any changes to this information without undue delay.

- (2) The Supplier shall issue supplier's declarations on preferential origin and other proofs of origin and preference on request, without undue delay and in the form required in each case.
- (3) The Supplier warrants that the delivery and the services comply with the applicable export control and sanctions provisions of the Federal Republic of Germany, the European Union and, where relevant, the United States of America, that no listed persons, organisations or entities are involved, and that no embargo or sanctions provisions are infringed. It shall inform mi2 without undue delay if products delivered are subject to restrictions or if risks arise from international sanctions.
- (4) The Supplier shall indemnify mi2 against damage and expenses incurred by mi2 as a result of a breach by the Supplier of this Section, to the extent that it is responsible for the breach.

19. Public funding

- (1) Parts of mi2's development activities and fixed assets are publicly funded. The Supplier acknowledges that the underlying grant notices and their ancillary provisions give rise to restrictions on use, location commitments, documentation and evidence obligations, and consent requirements of the grant authority.
- (2) Where an order is placed within the framework of a funded project, mi2 shall indicate this in the order. In that case, the Supplier shall observe the procurement, evidence and record-keeping requirements of the grant authority, retain the order-related documents for the duration of the respective retention period, but for at least ten years from delivery, and grant the grant authority, the project management agency, the courts of audit and their agents access to the order-related documents on request.
- (3) The Supplier shall inform mi2 on request whether and to what extent the delivery is rendered or manufactured outside the European Economic Area and Switzerland.
- (4) Section 17 paragraph 3 remains unaffected.

20. Product compliance, environment, supply chain, compliance

- (1) The Supplier shall ensure that the products delivered comply with the legal provisions and the relevant technical standards applicable at the time of delivery, in particular – where applicable – Regulation (EU) 2023/1230 on machinery, Directive 2014/35/EU (low voltage), Directive 2014/30/EU (electromagnetic compatibility), Directive 2014/68/EU (pressure equipment) and Regulation (EU) 2023/988 on general product safety. It shall provide the necessary declarations of conformity, declarations of incorporation, assembly and operating instructions and technical documentation in German or – at mi2's option – in English, at the latest with the delivery.
- (2) The Supplier shall observe the requirements of substance-related legislation, in particular Directive 2011/65/EU (RoHS) as amended, Regulation (EC) No 1907/2006 (REACH) including the information obligations under Article 33 thereof, Directive 2012/19/EU (WEEE) and the German Electrical and Electronic Equipment Act, Regulation (EU) 2023/1542 on batteries, the German Packaging Act and the German Chemicals Prohibition Ordinance. It warrants that the products do not contain any prohibited substances and do not exceed permissible substance concentrations, and shall inform mi2 of the substance composition in text form on request.
- (3) The Supplier shall maintain suitable environmental management based on DIN EN ISO 14001, shall be responsible for the environmental compatibility of the products delivered and shall be liable for breaches of environmental requirements and for any resulting consequential damage, to the extent that it is responsible for them.
- (4) The Supplier shall observe Regulation (EU) 2017/821 on conflict minerals and, where applicable, the provisions of the Dodd-Frank Act. On request, it shall provide information on the origin and the smelters of the minerals used.
- (5) The Supplier shall observe the relevant requirements for the protection of human rights and the environment in supply chains and shall support mi2 in fulfilling corresponding obligations to the extent that mi2 or its customers are subject to them. In particular, it shall respect freedom of association and

the right to collective bargaining, work towards the elimination of forced labour and child labour and of discrimination in employment and occupation, and prevent corruption and bribery.

- (6) Where the Supplier's employees work on mi2's premises, they shall observe the operating, safety, radiation protection and access regulations applicable there. The Supplier is responsible for the occupational health and safety obligations towards its employees.

21. Data protection

- (1) The parties process personal data of the other party and its contact persons for the initiation, performance and settlement of the contract on the basis of Article 6 (1) (b) GDPR, for compliance with legal obligations on the basis of Article 6 (1) (c) GDPR, and for the protection of legitimate interests on the basis of Article 6 (1) (f) GDPR.
- (2) Details on purposes, legal bases, recipients, storage periods and data subject rights are set out in mi2's information pursuant to Articles 13 and 14 GDPR, available at www.mi2-factory.com/terms-and-conditions.
- (3) If the Supplier processes personal data on behalf of mi2, the parties shall conclude an agreement pursuant to Article 28 GDPR before processing begins.

22. Termination, place of performance, jurisdiction, applicable law, final provisions

- (1) In the case of continuing obligations, mi2 may terminate the contract by giving three months' notice to the end of a month, unless otherwise agreed. The right to terminate for cause and mi2's right of termination under Section 648 BGB remain unaffected.
- (2) If the Supplier's financial circumstances deteriorate substantially or if an application is filed for the opening of insolvency proceedings over its assets, mi2 shall be entitled to refuse advance performance and to demand security; Section 321 BGB remains unaffected. The effectiveness of termination clauses shall be governed by insolvency law.
- (3) The place of performance for the delivery is the destination pursuant to Section 5, and for payments mi2's registered office.
- (4) The exclusive place of jurisdiction for all disputes arising from or in connection with contracts governed by these GTCP, including disputes concerning their formation and validity, is mi2's registered office. mi2 shall additionally be entitled to bring proceedings at the Supplier's general place of jurisdiction. Mandatory statutory places of jurisdiction remain unaffected.
- (5) The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (6) The Supplier may transfer rights and obligations under the contract to third parties only with mi2's prior consent in text form. Section 6 paragraph 9 remains unaffected.
- (7) Amendments and supplements to the contract require text form. Individual agreements pursuant to Section 1 paragraph 4 shall take precedence even without compliance with this form.
- (8) Should any provision of these GTCP be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall take the place of the invalid provision.

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