

GENERAL TERMS OF DELIVERY AND PAYMENT OF EVIDENT EUROPE GMBH AND EVIDENT TECHNOLOGY CENTER EUROPE GMBH

1. General

1.1. The subsequent general terms of delivery and payment (hereafter "GTD") apply to all contracts in connection with the sale and/or the delivery of movables (hereafter "goods") concluded between Evident Europe GmbH, Caffamacherreihe 8-10, 20355 Hamburg, Germany, registered at the Hamburg commercial register under number HRB 170281 and its branch offices as well as EVIDENT Technology Center Europe GmbH, Wilhelm-Schickard-Str. 3, 48149 Münster, Germany, registered at the Münster commercial register under number HRB 10405 (Evident Europe GmbH, its branch offices and EVIDENT Technology Center Europe GmbH each hereinafter referred to as "Evident") and its customers (hereafter: "Customer"). These GTD shall apply only vis-à-vis commercial entities/business persons (*Unternehmer*), governmental entities, or special governmental estates within the meaning of Section 310 para. 1 BGB (*Bürgerliches Gesetzbuch* - German Civil Code).

1.2. These GTD exclusively are applicable to the business relationship for its entire duration (including future business in case of an ongoing business relation). Evident does not recognise any conditions of the Customer, which are in conflict with or deviate from these conditions and/or supplement these conditions unless Evident has expressly agreed to these in writing. This approval requirement as well these GTD shall also apply should Evident unconditionally execute a delivery to the Customer in full knowledge of the conflicting or deviating terms of the Customer.

1.3. All agreements concluded between Evident and the Customer for the purposes of execution of business are to be set down in writing in a contract. Any individual agreements (ancillary agreements, supplements, modifications) with the Customer shall prevail in any case. As regards the contents of such agreements a written contract and/or a written confirmation by Evident shall be decisive. With the exception of managing directors and authorized representatives Evident's employees shall not be entitled to enter into oral agreements deviating hereof. For the purposes of ensuring the written form requirement, the transmission by means of telecommunication (e.g. by facsimile or by e-mail), shall be sufficient.

1.4. Material statements and relevant notifications that have to be made by the Customer after execution of the contract (such as the appointment of a deadline, notice of a defect, declarations of termination or price reducing) shall be in writing in order to become effective.

2. Quotations, Orders

2.1. Evident's quotations shall always be provisional and non-binding unless explicitly marked as binding.

2.2. Although in principle, contracts with Evident only come into force once Evident has issued a written confirmation, they in any case come into force with the commencement by Evident of the execution of an order and/or delivery of the goods. Evident's confirmation of order or, where no such confirmation of order exists, Evident's quotation is authoritative for the content of the contract.

2.3. Evident reserves the right to make technical, and design changes, in particular improvements, even after confirming an order, in so far as this is reasonable for the Customer.

2.4. Where a declaration by Evident exists that has been designated as a description of a service or product, this description conclusively and completely specifies the characteristics and qualities of the supplied product or service. Such service and/or product descriptions are only nearly authoritative, unless the applicability for the contractually designated purpose requires exact conformity. In cases of doubt, these types of descriptions, illustrations, references to DIN/ISO standards etc. may not be deemed as to constitute the assumption of a guarantee. In cases of doubt, only explicit written declarations by Evident are authoritative for the determination of a guarantee promise.

2.5. Evident reserves the right, within a period of 10 days upon the execution of this contract, to rescind from contract by way of a written declaration, if Evident within the scope of a conducted solvency check shall become knowledge of facts that the creditworthiness of the Customer appears to be questionable and jeopardize the performances as provided in the contract. In the context of a solvency check Evident shall be entitled to request information (such as bank enquiry, credit report, creditreform, Schufa).

2.6. In case a certificate of origin is needed, Customer shall already notify Evident thereof when placing the order. To cover additional expenses arising out of ordering/issuing certificates of origin, Evident is entitled to charge an administration fee of EUR 50.00 per certificate of origin to the Customer.

3. Prices

3.1. Prices are indicated in Euro or in another agreed currency and do not include Value Added Tax (VAT). VAT shall be invoiced at the currently valid statutory rate.

3.2. Insofar as the agreed prices are based on the list prices of Evident and the performance is to be provided by Evident more than four (4) months after conclusion of the contract, the list prices valid at the time of the performance less any agreed discount shall apply. Furthermore, Evident reserves its right to alter the prices, in case the time period between the conclusion of the contract and the agreed performance date exceeds four (4) months and an increase of costs, in particular based on collective wage agreements or changes in material prices, have occurred and the prices have not been expressly agreed as fixed prices. In case of an increase of the price by more than 15% of the agreed contract price, the Customer is entitled to withdraw from the contract.

3.3. Prices quoted shall apply - unless agreed otherwise - ex works (EXW Incoterms 2020) including normal packaging costs.

4. Terms of Payment

4.1. Invoices are payable no later than by the due date indicated in the invoice. Payment shall be made without any deduction and free of all charges. No deduction of a discount is permitted unless such discount had been expressly agreed upon. Should the deduction of a discount be stipulated in the respective quotation/agreement or in the respective invoice, such discount is granted only if and to the extent that at the date of receipt of payment no balance is due in favour of Evident. In case of repairs and deliveries of spare parts the possibility of deduction of a discount is excluded.

4.2. Payments are considered made on the day the corresponding sums are credited to Evident's account via wire transfer and at Evident's disposal. Evident does not accept cheques, bills of exchange, or any other forms of payment. All costs and fees associated with the wire transfer will be borne by the Customer.

4.3. The Customer is only entitled to offset amounts if his counterclaim has been legally established, uncontested or is recognised by Evident. The Customer shall have no right to re-debit or retain monies unless this is based on the same contractual relationship. However, in case of defective deliveries mandatory statutorily prescribed counterclaims remain unaffected.

4.4. No interest is payable on Customer's down payments and advance payments. Evident shall also be entitled within reasonable limits to withhold deliveries, even those from different orders, and to perform delivery only against prepayments or on a cash-on-delivery basis without advance notice.

4.5. Notwithstanding the rights contained in these GTD, Evident's statutory rights in respect of default of payment and due date of payment remain unaffected. Delivery times agreed to by Evident shall be extended by the period of default of payment.

4.6. If after formation of a contract facts become known, which are apt to substantially reduce the creditworthiness of the Customer or if a significant deterioration of the financial situation of the Customer

otherwise becomes apparent, which may impair payment of a claim of Evident by the Customer based on the respective contractual relation, Evident shall be entitled at its discretion - as the case may be, after setting a reasonable deadline - to demand advance payment or provision of security and, should the Customer definitively refuse to meet the terms of the contract and/or to provide security or upon the fixation of a period of time shall not perform its obligation and/or provide security, to terminate the contract. In case of manufacture of specific items (custom-tailored items), Evident may declare rescission promptly. The statutory provisions regulating dispensability of setting a deadline remain unaffected.

5. Delivery, Delivery Period/Time

5.1. Delivery times/deadlines shall only be binding if confirmed as binding by Evident in writing. They otherwise constitute "*circa periods*".

5.2. The delivery deadlines shall be considered to have been met if, by the time of the deadline, the delivery item has been dispatched or collected from Evident, or, should this dispatch or collection be delayed for reasons for which Evident is not responsible, if notification of readiness to deliver is given within the stipulated time.

5.3. Insofar as binding delivery dates cannot be observed for reasons outside the scope of Evident (non-availability of performance), Evident shall immediately inform the Customer hereof and shall at the same time inform the Customer of the anticipated new delivery date. If performance is still not possible within the new delivery deadline, Evident is entitled to withdraw from the contract in full or in part and shall promptly reimburse an already received consideration. In particular the late delivery of Evident's own sub-suppliers is deemed a case of non-availability if neither Evident nor its sub-supplier is acting with fault or if Evident is not obliged to procurement in the individual case.

5.4. Furthermore, the Customer's right to termination of a contract upon expiry of a reasonable period of grace granted to Evident without result shall remain unaffected.

5.5. Should the Customer be in default of acceptance or negligently violates any other cooperation obligation, if e.g. dispatch or delivery of the goods be delayed by circumstances lying within the sphere of responsibility of the Customer, Evident shall be entitled to claim damages, including any additional expenses. In case of storage by Evident, warehouse charges shall be calculated with 0.25% of the invoiced price of the stored goods for each completed week. The assertion of further claims is reserved.

5.6. Part deliveries shall be permitted, as far as such deliveries are reasonable for the Customer. To the extent that such part deliveries can be used on their own, they shall be considered as independent deliveries in respect of the due date of payment.

5.7. Whether delivery is in default shall otherwise be determined pursuant to the statutory provisions. However, a delivery reminder by the Customer shall in any case be required. If Evident is in default of delivery, the Customer may claim liquidated damages in an amount of 0.5% of the net price (delivery value) for each completed calendar week the default situation persists, at a maximum not more than 5% of the delivery value of the goods that are behind schedule. Evident may assert that the Customer has not incurred any damage or significantly lower damages.

6. Dispatch, Packing

6.1. Dispatch within the territory of the Federal Republic of Germany shall be from a location to be specified at the discretion of Evident unless otherwise stipulated by the parties. The goods shall be delivered in packaging which is suitable for dispatch and transport. Mode of dispatch and packaging are at the reasonable discretion of Evident.

6.2. If the goods are shipped at the request of the Customer, the Customer shall bear the transport costs ex works and the costs of transport insurance if requested by the Customer.

6.3. For after-sales service deliveries (replacement parts, repair equipment), packaging shall be calculated separately.

7. Passing of Risk and Acceptance

7.1. The risk lies with the Customer for all deliveries, including any returns, even if freight prepaid, FOB, or CIF (Incoterms 2020) delivery has been agreed. The risk shall pass to the Customer as soon as the consignment leaves the warehouse of Evident or of a warehouse maintained by Evident. This also applies in case of partial deliveries or in case Evident has undertaken further services (such as shipment or installation). Should delivery be delayed at the Customer's request or as a result of circumstances for which the Customer is responsible, the risk shall pass to the Customer for the duration of the delay as of the date of notification of readiness to deliver.

7.2. If an acceptance is agreed, the acceptance is decisive for the passing of risk. The statutory provisions of the law on contracts for work (*Werkvertragsrecht*) shall apply accordingly to an agreed acceptance, unless otherwise provided for in these GTD. A work shall in any case be deemed accepted if Evident has set the Customer a reasonable deadline for acceptance and the Customer has not refused acceptance within this deadline, stating at least one defect which is not only insignificant and actually exists - or is at least objectively obvious.

8. Reservation of Title

8.1. Evident shall retain title to the goods until all present and future claims against the Customer to which Evident is entitled as a result of mutual business - including the settlement of all outstanding current account balances - have been settled (reserved goods). The Customer shall store the reserved goods in a proper manner and insure them sufficiently at his own expense.

8.2. The Customer shall be entitled to resale of the reserved goods only within the scope of its ordinary course of business, as long as the Customer is not in default of payment. The Customer shall be prohibited from transferring ownership by way of security, pledging, or otherwise disposing of the reserved goods in any manner which thwarts or impedes the reservation of title in functioning as security. Should third parties attach reserved goods in the Customer's possession or in case of other interferences by third parties, the Customer shall inform such third parties of Evident's reservation of title, and shall inform Evident in writing of the attachment enclosing the order of attachment and a statutory declaration which declares that the goods attached are identical with the reserved goods supplied. The Customer shall bear any costs arising from attempts to prevent attachments by third parties in the event that proceedings are successful and in the event that attempts to enforce the judgment on the third parties in question are not successful.

8.3. Any modification or processing of the reserved goods affected by the Customer on behalf of Evident shall not give rise to any obligations for Evident. In the event of processing, combination, or mixing of the reserved goods with other non-Evident goods, Evident shall be entitled to the resulting fractional share of co-ownership of the new item, in accordance with the ratio between the value of Evident reserved goods (invoiced price including VAT) and that of the other goods processed at the time of processing, combination, or mixing. Should the Customer acquire sole ownership based on combination or mixing of the new item, due to the fact that the new item is deemed to constitute the main item, Evident and the Customer already hereby agree that the Customer transfers co-ownership of the new item in proportion to the value of Evident's reserved goods. Evident accepts such transfer and assignment. The sole or joint ownership created in such manner shall be held in safe custody by the Customer for Evident free of charge. Furthermore, the same provisions shall apply to any new item created through processing, combination or mixing as to the reserved goods.

8.4. In the event of resale or leasing of the reserved goods, the Customer assigns to Evident in advance and by way of security its claims against its clients arising from this resale or leasing. Evident accepts such transfer and assignment. Should the reserved goods be resold or leased together with goods from other suppliers and should an overall invoice be issued for both types of goods, the Customer shall assign to Evident that portion of the total price charged and/or of the total rental fee corresponding to the reserved goods included in the overall invoice. The Customer shall be entitled next to Evident to collect claims arising from resale and leasing which have been assigned to Evident. Evident undertakes not to collect the claims as long as the Customer complies with its payment obligations, no event of a substantial deterioration in its financial position occurs and there is no other deficiency as regards the Customer's capacity/solvency.

8.5. The Customer shall not be authorised to dispose of the assigned claims by other means, e.g. by assignment to third parties (in particular to financial institutions), without prior written consent of Evident.

8.6. In the event of default by the Customer in making payment to Evident, dishonouring of promissory notes or cheques based on the Customer's fault, suspension of payments, excessive indebtedness, or should his assets be the subject of insolvency proceedings, or should the institution of such proceedings be refused for insufficiency of assets, the entire balance of his debts shall become payable, including promissory notes with later maturities. In this event, the Customer shall, at the request of Evident, provide Evident with a list of all goods still in his possession which are subject to reservation of title, and a list of debts assigned to Evident, which list shall include names and addresses of debtors and the amount of the debts and provide all other information required by Evident in order to assert the claims. Should the conditions described above apply, the Customer shall, upon request of Evident, inform the debtors of the assignment of the debt to Evident. Evident shall be entitled to bring about the notification of such third party debtors itself. Evident shall also be entitled to repossess the goods subject to its reservation of title with a view to utilisation or discharging the balance of the debts. The Customer shall be obliged to procure possession of the goods for Evident or to allow the authorised representative of Evident access to the business premises during normal business hours. The demand for return or the seizure of the goods shall not constitute termination of the contract.

8.7. At the Customer's request, Evident shall be obliged to release security at the Customer's discretion where the total realisable value of such security exceeds the value of Evident's claims against the Customer arising from current business dealings by more than 20%.

8.8. Should the proposed reservation of title not be legally effective in the territory in which the goods are located, Evident and the Customer already now undertake to agree on a provision in compliance with the applicable laws that best reflects the character of the right of retention of title. Where special requirements are necessary to meet these stipulations, the Customer already agrees to ensure that these requirements are met at his own cost.

9. Combination of Products

9.1. Unless explicitly stated in the delivered instruction manuals ("system chart"), Evident does not make any statement on the compatibility of the delivered products.

9.2. Evident will solely combine delivered medical devices and/or non-medical devices and/or products from the inventory of the Customer on behalf of and under instruction from the Customer. Evident does not place the combination on the market.

9.3. The Customer is responsible for the safe operation of combinations according to Section 2 para 3 and 5 Medical Devices Operator Ordinance (Medizinprodukte-Betreiberverordnung).

9.4. The Customer may be obliged pursuant to medical device regulations to inspections, assessments and declarations before he may operate a combination of products.

10. Warranty

10.1. With regard to the rights in case of defects as to quality and defects of title (including wrong and short delivery) the statutory provisions apply unless agreed otherwise in the following. The special legal provisions for the seller's recourse in case of ultimate delivery of the goods to a consumer within the scope of a sale of consumer goods (Sections 445a, 445b BGB in conjunction with §§ 474, 478 BGB) shall remain unaffected in all cases.

10.2. Warranty claims of the Customer pursuant to Section 437 BGB require that the Customer has complied with its obligation to examine and give notice of defects (Section 377 German Commercial Code, *Handelsgesetzbuch* - HGB). Any complaints regarding incomplete, false or defective deliveries are to be reported in writing immediately after delivery. Hidden defects are to be reported in writing after these have been detected. Notice is deemed to be made in due time if given within ten (10) days after delivery or detection, as the case may be. The punctual dispatch of the notice suffices to comply with the time limit.

10.3. The warranty period is twelve (12) months. The warranty period shall be extended by the period in which the delivered product cannot be used due to subsequent fulfilment (rectification or replacement delivery). However, subsequent fulfilment shall not result in the commencement of a new warranty period, unless the subsequent fulfilment in due consideration of any and all circumstances of the individual case has to be seen as an implied acceptance of an obligation to remedy a defect. A rectification of a defect, shall otherwise only result in a new warranty period if it concerns the same defect or the result of a deficient rectification of a defect.

10.4. If the delivered goods are defective, Evident shall at its own discretion remedy the defect (rectification) or deliver a non-defective item (replacement delivery).

10.5. The Customer shall fulfil all his contractual obligations, in particular the stipulated terms of payment; Evident may make the owed subsequent fulfilment dependant on the fact that the Customer pays the due purchase price. The Customer may, however, withhold payment in reasonable proportion to the extent of the defect.

10.6. The Customer shall grant Evident the necessary time and occasion to fulfil the warranty obligations. Subsequent fulfilment neither includes the disassembly of the defective item nor reassembly if Evident had not originally been obliged to assembly in the first place. Any expenses incurred in connection with the examination and subsequent fulfilment, in particular costs for transportation, infrastructure, personnel and material are borne by Evident, if a defect in fact exists. In any other cases these costs are borne by the Customer and Evident may claim reimbursement from the Customer, as the case may be. Claims of the Customer for the expenses necessary for the purpose of subsequent fulfilment are excluded insofar as the expenses increase because the object of the delivery was subsequently moved to a location other than the place of performance, unless the transfer corresponds to the contractually agreed use or the intended use resulting from the circumstances.

10.7. Should Evident allow a reasonable period of grace to expire without remedying the defect or replacing the goods, or should Evident refuse to take either action, or should remedy or replacement be impossible, the Customer shall be entitled to avail himself of his right to termination of contract or reduction of the purchase price.

10.8. If the last Customer in the supply chain is an entrepreneur (Section 14 BGB), the independent right of recourse of the Customer pursuant to Section 445a para. 1 BGB is excluded and, contrary to the statutory provision in Section 445a para. 2 BGB, a deadline for the assertion of rights specified in Section 437 BGB must be set.

10.9. Any improper repairs or modifications or improper installation in another item or attachment to another item, in particular in case of deviations from instructions, installation instructions, standards and other

specifications provided by Evident or having general validity, effected by the Customer or by third parties shall nullify any warranty or liability, unless the Customer proves that the defect is not the result of this intervention.

10.10. The liability for defects shall neither apply to normal wear and tear, nor to damage occurring after passage of risk as a result of faulty or negligent handling, overuse, or such chemical, electro-chemical, or electrical influences as are not provided for in the contract.

10.11. Claims of the Customer for damages or compensation of futile expenses are subject to the limitations set forth in Item 11 below and are otherwise excluded.

10.12. Warranty claims arising from any batteries included are excluded. Such batteries shall only serve demonstration purposes and operational tests.

11. Liability

11.1. To the extent not regulated otherwise in these GTD, Evident may only be held liable pursuant to the applicable statutory provisions in case of a contractual or non-contractual breach of its duties.

11.2. Evident is liable to pay damages - regardless of their legal basis - only in case of intent or gross negligence. In any case of simple negligence, Evident shall be liable only for damage based on the breach of a material contractual duty (obligation which makes the proper implementation of the contract possible in the first place and the observance of which the Customer may regularly rely on); in this case the liability is however limited to the foreseeable, typically occurring damages, and subject to a cap of a maximum of 125% of the respective net order amount; in any case however not more than EUR 5 million per incident giving rise to the damage.

11.3. If the Customer suffers a loss of data due to simple negligence on part of Evident and the recovery of the data is not possible or is significantly impeded due to the Customer's lack of or inadequate data backup, Evident's liability shall be limited in amount to the damage that would have occurred even with proper data backup.

11.4. In the event of default, the provision on liquidated damages contained in clause 5.7 shall apply as the maximum cap of Evident's liability.

11.5. The foregoing exclusions and limitations of liability shall apply to the same extent in favour of Evident's executive bodies, legal representatives, employees and other vicarious agents.

11.6. The limitations stipulated in the foregoing Items shall not apply in case Evident has fraudulently concealed a defect or has assumed a guarantee for the properties of the item. The same applies to damages resulting from injury to life, body and health as well as a liability under the German Product Liability Act.

11.7. The Customer may only withdraw from the contract or terminate the contract due to a breach of duty other than a defect if Evident is responsible for the breach of duty. A free right of termination of the Customer - in particular according to Section 648 BGB - is excluded.

12. Assignment of Claims

Claims arising from the contractual relationship between the Customer and Evident and all claims against the damaging party or its insurer arising from the loss of or damage to reserved goods may only be assigned to third parties with prior written permission of Evident.

13. Export Control

13.1. The Customer commits to and warrants not to sell, supply, transfer or export, directly or indirectly, the goods ordered from Evident or services related thereto to any natural or legal person, entity or body or to use them in the context of technical assistance or other services to the extent that this would be/is prohibited for Evident and/or the Customer under the sanctions regimes of the United Nations, the European Union, the Federal Republic of Germany or the United States of America. In this respect, the Customer undertakes to comply with the sanction regulations irrespective of whether they apply to him.

13.2. In the event that the funds and economic resources of the Customer or a recipient of the goods are or will be frozen at the scheduled time of delivery due to sanction regulations of the United Nations, the European Union, the Federal Republic of Germany or the United States of America and/or there is a ban on making funds or economic resources directly or indirectly available to or for the benefit of the Customer or a recipient of the goods at the scheduled time of delivery due to sanction regulations of the United Nations, the European Union, the Federal Republic of Germany or the United States of America, Evident shall be released from its obligation to perform.

13.3. Clause 13.1. and 13.2. shall not apply if compliance with United States of America's sanctions violates Regulation (EEC) 2271/96, as amended, and a corresponding obligation would constitute a violation of Section 7 of the Foreign Trade and Payments Ordinance.

13.4. If Evident has doubts as to whether the Customer is acting or intends to act in accordance with any obligation under this clause 13, Evident shall be entitled to require the Customer to provide appropriate evidence (e.g. end-use declarations, licenses, etc.) that the goods are being used in accordance with clause 13.1. of this provision prior to delivery of the goods or provision of the service ordered. Until receipt of appropriate evidence Evident is entitled to postpone the delivery of the ordered goods or the performance of the service. Evident is entitled to demand the provision of appropriate evidence by setting a reasonable deadline, usually two weeks. If, in such a case, the Customer fails to provide proof of use of the goods in accordance with clause 13.1. of this provision, or fails to do so in a timely manner, Evident shall be entitled to extraordinary termination of the contract.

13.5. The Customer undertakes to use only such persons within the scope of the contract at Evident who are not listed on the sanctions lists of the European Union, the USA and Great Britain. Prior to the actual use of a subcontractor for the performance of services at the client's premises and at appropriate intervals, but at least quarterly, the Customer is obliged to carry out an appropriate screening with regard to a listing on the sanctions lists of the European Union, the USA and Great Britain. The results of the screening shall be documented and archived on the basis of the legal provisions of the German Fiscal Code (Abgabenordnung) like tax documents.

13.6. Due to Russia's invasion of the Ukraine extensive sanctions by the European Union and Japan ("SANCTIONS") have been implemented. In order to ensure Evident's compliance with all SANCTIONS regarding the territory of Russia and Belarus, the Customer hereby warrants and represents that the Customer will neither directly nor indirectly supply products into the territory of Russia or Belarus to the extent that the SANCTIONS apply to the products or in relation to the customer or end-user and strictly comply with all applicable export and sanctions controls as stipulated in this Agreement. Delivery shall be made to the agreed place of delivery, however, excluding any countries to which SANCTIONS apply for the delivery of the products or in relation to the customer or end-user. This remains effective as long as the SANCTIONS are in place.

13.7. In the event of a breach of SANCTIONS, Evident is entitled to withdraw from unfulfilled contracts or to terminate such contracts with immediate effect and to terminate the business relationship with the Customer. Furthermore, the Customer shall compensate Evident for any damage resulting from the infringement, including the imposition of fines.

14. Data Protection

14.1. If and to the extent that personal data is transmitted or otherwise processed in connection with this Agreement, Evident and the Purchaser shall each act as a separate data controller within the meaning of Article 4 No. 7 EU General Data Protection Regulation (GDPR). Evident and the Purchaser shall comply with all obligations of the GDPR and other applicable data protection laws when processing personal data. Among other things, Purchaser shall fulfil its obligation to inform its own employees and collaborators in accordance with Article 13 of the GDPR with respect to personal data that is transferred to Evident in the context of the contractual relationship. For this purpose, the Purchaser may also use the information listed in the **Annex** towards its employees.

14.2 If there is a processing of personal data on behalf of Evident within the meaning of Art. 28 GDPR between Evident and the Purchaser in an individual case, Evident and the Purchaser shall conclude an additional data processing agreement pursuant to Art. 28 para. 3 GDPR.

15. Place of Performance

The place of performance shall be Hamburg unless the parties have agreed differently.

16. Applicable Law and Venue

16.1. These GTD as well as all contractual relationships between Evident and the Customer are exclusively subject to German law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UN Sales Convention, CISG) is explicitly excluded.

16.2. The agreed place of jurisdiction for commercial entities/business persons (*Unternehmer*), governmental entities, or special governmental estates for all disputes shall be Hamburg, Germany. This also applies where the Supplier's legal residence or habitual place of residence is unknown, is located abroad, or has been transferred abroad.

16.3. Evident is also entitled to file a lawsuit at the general place of jurisdiction of the Customer.

Hamburg, October 1st 2024

Annex

Information on data protection for partner employees

The following general data protection information applies to all contracts, which have the purchase, sale and / or delivery of movable goods or the provision of services by or from Evident Europe GmbH and its branch offices as well as EVIDENT Technology Center Europe GmbH (each hereinafter referred to as "Evident") to its partners (hereinafter "Partner") as a subject.

1. Evident stores and uses necessary personal data of the partner, the employees and the clientele of the partner for the initiation and execution of the contract.

2. Personal data of the Partner and the Partner's employees are processed according to Art. 6 para. 1 lit. b. GDPR processed. This is done in the context of contractual or pre-contractual relationships between Evident and the Partner. The data processed in this context, the type, scope and purpose and the necessity of their processing are determined by the underlying contractual relationship (see below, section 5). In principle, this data will not be disclosed to third parties, unless it is necessary for the fulfillment of the contractual or pre-contractual relationship or for the pursuit of the claims of Evident pursuant to Art. 6 para. 1 lit. f. GDPR or there is a legal obligation to do so according to Art. 6 para. 1 lit. c. GDPR. In individual cases, however, it may be possible that data is made available to external parties, e.g. order processors within the meaning of Art. 28 GDPR, for these purposes. If personal data of the Partner or the Partner's employees is disclosed as part of processing operations, this disclosure may be made to the following recipient groups:
 - Agencies
 - Credit agencies, collection service providers (credit assessment, dunning procedures)
 - Authorities, other government agencies
 - printing service providers
 - Internal offices, group companies
 - IT service providers
 - Cooperation partners (partner offers, etc.)
 - Credit institutions
 - Suppliers
 - Logistics service providers, postal & courier service providers
 - Market and opinion research companies
 - Newsletter dispatch service providers
 - Travel agency & tourism service providers
 - Repair & service providers
 - Telecommunications providers
 - Management consultants / auditors / tax consultants
 - insurance companies

If a transfer of data from Evident to third parties becomes necessary for the fulfillment of the data processing purposes, Evident takes care that personal data of the partner as well as the partner's employees remain within the European Union or the European Economic Area. If this is not possible in exceptional cases and a data transfer to a third country becomes necessary (either to Evident entities in third countries such as Japan, Russia or USA, or to other companies in third countries, e.g. to service providers or cooperation partners of Evident), Evident will take all necessary measures to provide an adequate level of data protection and will in this context in particular conclude the standard data protection clauses in terms of Art. 46 para. 2 lit. c GDPR.

3. The personal data of the Partner as well as the Partner's employees will be stored for the duration of the business relationship and beyond that as long as legal retention periods exist, legal claims arising from the contractual relationship can be asserted or other legitimate reasons justify further storage. Notwithstanding the above, Evident is obliged to store address, payment and order data for a period of ten years due to regulatory, commercial and tax law requirements.
4. The Partner as well as his employees have the following rights in connection with their personal data processed in accordance with legal regulations: the right to information about the data concerning him or her, to correction, deletion or restriction of the processing or objection to the processing, to data portability as well as to file a complaint with a supervisory authority.
5. Processed personal data includes master data (e.g. names and addresses), contact data (e.g. email addresses and telephone numbers) as well as contractual data (e.g. services used, contract content, contractual communication, names of contact persons) and payment data (e.g. bank details, payment history). Special categories of personal data are processed by Evident only if they are part of a commissioned or contractual processing.
6. The contact details of Evident's data protection officer are: global-privacy@evidentscientific.com