

**Amendment of the General Terms and Conditions for the Sale of Goods and Services
of Skeleton Technologies GmbH
for the Sale of Prototypes
Applicable to International Buyers
(July 2024)**

1. Scope and Applicability. This Amendment to the General Terms and Conditions of Sale of Goods and Services (“Terms”) applies exclusively to the sale of Prototypes and supersedes any conflicting provisions elsewhere in the Terms. “**Prototype**” refers to: (a) Preliminary or development-stage versions of products created and manufactured by the Seller for testing or evaluation purposes; and/or (b) Examples of proprietary substances, including patented chemicals, specialized materials, and confidential formulations manufactured by the Seller for testing and evaluation purposes.

2. Purpose of Prototypes Sale. Prototypes are sold solely for testing and evaluation by the Buyer’s, including to internally assess design, functionality, suitability, and to provide feedback to the Seller for further research or development. The Buyer is prohibited from using Prototypes for any other purpose, including any use in the course of a commercial activity or resale.

3. Limited Quantity and Price. The quantity of Prototypes available for sale is limited to what is necessary for the testing and evaluation purpose. The price does not include the cost of curved graphene (a proprietary material undergoing research and development by the Seller), which, if used in the Prototype, is delivered by the Seller without special charge strictly for testing purposes of the Prototype as a whole and on the condition that the Buyer will not extract it from the Prototype.

4. Exceptions and Modifications for Prototype Sales. The following provisions are specifically applicable to the sale of Prototypes:

(a) Section 4 “Inspection and Rejection of Nonconforming Goods” in the Terms is not applicable to Prototype sales, except in instances where, and to the extent, there is a discrepancy between the quantities ordered and delivered. All Prototype sales are final, and the Buyer shall not be entitled to reject the Prototypes as delivered by the Seller after their purchase.

(b) Section 7 “Limited Warranty” in the Terms does not apply to Prototype sales and **SELLER MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROTOTYPES.** All Prototypes are sold “as-is,” in their actual quality and state, which the Buyer hereby expressly acknowledges.

(c) Section 8, “Limitation of Liability” in the Terms is modified to include that the Seller assumes no liability for any direct or indirect loss, claim, damage, or liability arising from or relating to the use, handling, or storage of the Prototype. The Buyer acknowledges the experimental nature of Prototypes and assumes any and all associated risks. The Buyer shall indemnify the Seller against all actions, losses, liabilities, damages, claims, costs, charges, demands, and expenses arising from or relating to any property loss or damage, or injury or death to any person, including employees of the Seller, and the sale of the Prototypes. This indemnification does not apply to losses directly resulting from the Seller’s gross negligence or willful misconduct.

(d) Intellectual Property Ownership and License: The Seller retains all intellectual property rights to Prototypes as referred to in Section 12 “Intellectual Property” of the Terms. The license referred to in Section 12(b) of the Terms is granted solely to the extent reasonably required for the Buyer to internally evaluate the properties of the Prototypes for potential use in the Buyer’s application. The Buyer may not use, reproduce, sell, or otherwise distribute Prototypes without the prior written approval of the Seller.

5. Buyer Obligations. In addition to any other obligation under the Terms, the Buyer shall:

- (a) Adhere to the Seller’s guidance on Prototype installation, operation, storage, usage, and maintenance;
- (b) Refrain from modifying, altering, or repairing the Prototypes;
- (c) Not distribute the Prototypes or reveal their details to third parties;
- (d) Avoid mishandling, abusing, misusing, negligently storing, servicing, or operating the Prototypes, including use with incompatible equipment or non-standard connections; and
- (e) Accept full responsibility for the Prototypes’ safe use, operation, and application.