

General Terms of Sale of Skeleton Technologies GmbH

November 2022

1. Scope of Application

- 1.1 All supplies and the services associated with them shall be provided exclusively on the basis of these General Terms of Sale ("**GTS**").
- 1.2 References made by Buyer to his general terms and conditions are hereby rejected.
- 1.3 Deviation from these GTS require the explicit written approval of Skeleton Technologies GmbH ("**Skeleton**").

2. Offer and Acceptance

- 2.1 Skeleton's quotations and offers that do not include a deadline for acceptance (binding period) are not binding.
- 2.2 The contract is concluded by Buyer's order ("**Purchase Order**") and by Skeleton's acceptance ("**Contract**").
- 2.3 In case the acceptance differs from the Purchase Order, such acceptance constitutes a new non-binding offer of Skeleton.

3. Product quality, specimens and samples; guarantees

- 3.1 Unless otherwise agreed, the quality of the goods, including the functionality of the software, is exclusively determined by Skeleton's product specifications.
- 3.2 The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the goods.
- 3.3 Quality and shelf-life data as well as other data constitute a guarantee only if they have been explicitly agreed and designated as such.

4. Integrator responsibilities

It is the Buyer's responsibility to integrate the goods into applications or systems in which Buyer intends to use the goods. The Buyer shall ensure that its employees have all the required technical and other competencies for integrating and using the goods for intended purpose. Integrator's manual and any other written instructions made available by Skeleton to the Buyer must be strictly followed when integrating the goods."

5. Import and export restrictions

Buyer understands that delivery may be subject to export and import restrictions. In particular, licensing requirements may exist, or the use of the goods or related technologies may be subject to restrictions in foreign countries. Buyer will comply with applicable export and import control regulations and all other relevant regulations. Skeleton's contract fulfillment is subject to the condition that there are no obstacles to performance due to national and international regulations of export and import law and no other legal requirements.

6. Advice

Any advice rendered by Skeleton is given to the best of Skeleton's knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve Buyer from undertaking his own investigations and tests.

7. Prices and Price Adjustments

- 7.1 Unless otherwise agreed, all Skeleton's prices are stated in euros (EUR).
- 7.2 The weight or quantities upon departure shall form the basis for calculation of the sales price.

- 7.3 Skeleton's prices include packaging (unless packaging is supplied by way of lending). Prices do not include value-added tax which will be charged at the statutory rate, if applicable.
- 7.4 If Skeleton's prices or Skeleton's terms of payment are generally altered between the date of Contract and dispatch, Skeleton may apply the price or the terms of payment in effect on the date of dispatch. In the event of such price increase, Buyer is entitled to withdraw from the Contract by giving notice to Skeleton within 14 calendar days after notification of the price increase.
- 7.5 Notwithstanding other provisions in this GTS, if after conclusion of Contract the price of the commodities which are needed for Skeleton to fulfil its contractual obligations increases, causing an affectation to the offered and/or contractual prices, the offered price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. For the purpose of this clause commodities means in particular aluminum, copper and printed circuit boards.

8. Delivery

- 8.1 Delivery terms shall be Ex-Works (EXW, Incoterms 2020) Großröhrsdorf, Germany unless agreed otherwise.
- 8.2 Skeleton shall use all reasonable efforts to deliver each of Buyer's orders for the goods on the date specified in the order, but the time of delivery shall not be of the essence.
- 8.3 In no event shall Skeleton be liable for any loss, damage or penalty for delay in delivery.
- 8.4 The Buyer shall accept delivery and collect the goods subject to delivery from the designated place of delivery within reasonable time but not later than within 14 (fourteen) days from the day the goods were ready for delivery according to Skeleton's notice to the Buyer.
- 8.5 If the Buyer fails to collect the goods on time, Skeleton is entitled to charge a lump sum compensation for warehouse costs at the rate of 0.5% of the value of goods per each week of the delay. The proof of higher damages and the statutory claims shall remain unaffected; the lump sum shall be credited against further monetary claims. The Buyer shall be permitted to prove that Skeleton Tech has not incurred any damage or only a significantly lower damage than the aforementioned lump sum.

9. Shortage of Supply

- 9.1 The Buyer understands that the global tendency of shortage in the supply of electronic components may impact normal business of Skeleton and execution of purchase orders placed by the Buyer.
- 9.2 If Skeleton is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of the supply and/or the service), Skeleton shall inform the Buyer of this without delay and at the same time inform the Buyer of the anticipated, new delivery deadline. If the service/supply is also not available within the new delivery deadline, Skeleton shall be entitled to withdraw from the Contract in whole or in part; any consideration already received from the Buyer shall be refunded without delay. Non-availability of the service/supply shall be deemed to exist, for example, in the event of Skeleton's suppliers not

supplying Skeleton with the goods required for the delivery in due time, if Skeleton had concluded a contract for the self-supply of the goods required for the performance vis-à-vis the customer, in the event of other disruptions in the supply chain, for example due to force majeure, or if Skeleton is not obligated to procure in the individual case.

10. Compliance with legal requirements

Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding transport, storage and use of the goods.

11. Payment terms

- 11.1 The Buyer is obliged to pay 50% prepayment of the full purchase price within 14 calendar days as of the date of concluding the Contract. The remaining 50% of the full purchase price is to be paid within 30 calendar days as of Skeleton's invoice. In case of first-time customer, a pre-payment of up to 100% of the purchase price can be applied.
- 11.2 Failure to pay the purchase price by the due date as per clause 11.1 constitutes a fundamental breach of contractual obligations. In case the Buyer has not paid the prepayment within the time specified in clause 11.1 then Skeleton has the right to cancel the Contract and/or withhold and/or recall any agreed deliverables.
- 11.3 In the event of a delay with any payment by the Buyer, the Buyer shall pay to Skeleton default interest on the amount outstanding at the rate of 0.5% per each calendar day in delay.

12. Intellectual property

- 12.1 The intellectual property rights (including but not limited to patents, copyrights, rights in computer software, database rights, design rights, rights in proprietary technical information and know-how, trade secrets, trademarks, service marks and design marks, whether registered or not, and including all applications or equivalent rights for any of them) in any goods, document or other information given or made available to the Buyer shall remain the exclusive property of Skeleton.
- 12.2 Subject to payment in full by the Buyer of the price of goods, the Buyer shall have a non-exclusive, non-transferable and royalty free license to use the intellectual property rights in the goods, document or other Information provided by Skeleton for the sole purpose of using (incl operating and maintaining) the purchased goods.

13. Software

- 13.1 Any software incorporated into or provided for use in the goods is a standard software which is not sold but is licensed solely for use in that product. Such license is non-exclusive, non-sublicensable and does not include the right to modify, copy, reverse engineer (in particular to decompile or disassemble) any such software, or to use the software for the benefit of any third party.
- 13.2 Skeleton may from time-to-time release new or updated versions of the software. The Buyer shall at Skeleton's request install any such versions of the software promptly upon their release in accordance with Skeleton's installation instructions. Any modifications of the software per Buyer's request are subject to a separate agreement.

14. Liability

Skeleton shall be generally liable for damages in accordance with the law under the following restrictions: claims for compensation by the Buyer, irrespective of the legal cause, which are based on slight negligence of Skeleton and do not concern a fundamental obligation are excluded, if Skeleton has not accepted a specific warranty. A fundamental obligation is an obligation whose fulfilment forms the basis for a proper execution of the contract and on whose fulfillment the Buyer has typically relied on and may rely on. In the event of a simple negligent violation of fundamental contractual obligations, however, Skeleton's liability shall be capped with the amount of the Purchase Order and limited to compensation for typical, foreseeable losses. In the event of a simple negligent violation of nonfundamental contractual obligations, Skeleton shall not be liable. The foregoing limitations on liability do not apply to damage to life, body or health or liability under the German Product Liability Act.

15. Buyer's rights regarding defective goods

- 15.1 The goods shall have a limited warranty of 12 months starting from the date on which the goods have been delivered to the Buyer. If acceptance of goods has been agreed, the limitation period commences upon acceptance. Skeleton and the Buyer may agree upon different guarantee or warranty terms in writing.
- 15.2 Skeleton must be notified of any defects that can be discovered during routine inspection immediately but no later than within 14 days upon receipt of the goods; other defects must be notified immediately after discovery within a period of one year after delivery at the latest. Notification must be in writing and must precisely describe the nature and extent of the defects.
- 15.3 Skeleton shall not be liable in case any modification or repair by Buyer has been attempted or if the goods have been used in any other way than explicitly allowed by Skeleton as regular goods operating.
- 15.4 Skeleton will not be liable for any damages caused by accident on the Buyer's side or any force majeure event.
- 15.5 If the goods are defective and Buyer has duly notified Skeleton in accordance with clause 15.2, Buyer has its statutory rights, provided that:
- Skeleton has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods;
 - Skeleton may make two attempts according to lit. a) above. Should these fail or cause unreasonable inconvenience to Buyer, Buyer may either withdraw from the Contract or demand a reduction in the purchase price.
- 15.6 In the following cases the legal periods of limitation apply instead of the one-year period:
- liability for wilful misconduct,
 - claims for damage to life, body and health caused by Skeleton's negligent breach of duty, or by wilful or negligent breach of duty on the part of Skeleton's legal representative or vicarious agent, claims under the German Product Liability Act and claims concerning fundamental contractual obligations,

- c) claims for other damage caused by Skeleton's grossly negligent breach of duty, or by wilful or grossly negligent breach of duty on the part of Skeleton's legal representative or vicarious agent,
 - d) in the event of a Buyer's recourse claim based on consumer goods purchasing regulations pursuant to § 445b Bürgerliches Gesetzbuch ("**BGB**") and
 - e) other mandatory statutory regulations regarding limitation periods (e.g. § 438 (3) and § 444 BGB).
- 15.7 The warranty is applicable only in case the goods have been used as per agreed conditions and specifications, whereas the burden of proof lies on the Buyer and § 442 BGB applies to the Buyer.

16. Set off

Buyer may only set off claims from Skeleton against an undisputed or adjudicated counterclaim.

17. Security and Retention of Title and Resale

- 17.1 If there are reasonable doubts as to Buyer's ability to pay, especially if Buyer is in default of payment, Skeleton may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security.
- 17.2 Skeleton retains legal title (*Eigentumsvorbehalt*) to any product supplied by Skeleton until the purchase price (including VAT and shipping costs) for that product has been fully paid.
- 17.3 The Buyer shall not be entitled to transfer title to any products delivered by Skeleton under retention of title ("**Retained Goods**") to a third party, except with Skeleton's prior written consent. The Buyer may, however, dispose of its legal position in relation to the Retained Goods (so called expectant right), provided that the third party is made aware of Skeleton's title rights.
- 17.4 The Buyer shall treat the Retained Goods with due care.
- 17.5 In the event that any third party, in particular in connection with any enforcement, seeks to take control of the Retained Goods, the Buyer shall make aware the third party of Skeleton's title right and shall without undue delay notify Skeleton in order to enable Skeleton to enforce its rights.
- 17.6 In case of a payment default by the Buyer, Skeleton may require the Buyer to surrender the Retained Goods to Skeleton, as soon as Skeleton has terminated the Contract.

18. Force Majeure

To the extent any incident or circumstance beyond the Skeleton's control (including natural occurrences, war, strikes, lock-outs, epidemic, pandemic, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government), reduces the availability of goods from the plant from which the Skeleton receives the goods such that Skeleton cannot fulfill its obligations under this Contract (taking into account on a pro rata basis other supply obligations), Skeleton shall (i) be relieved from his obligations under this Contract to the extent Skeleton is prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially useless for Skeleton over a long period or occurs with suppliers of Skeleton. If the aforementioned occurrences last for a

period of more than 3 months, Skeleton is entitled to withdraw from the Contract. If Skeleton withdraws from the Contract, the Buyer has no right to compensation, because of the withdrawal.

19. Place of Payment

Regardless of the place of delivery of goods or documents, the place of payment shall be Skeleton's place of business or to the bank account of Skeleton's designation.

20. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party in writing. If a time limit has to be observed, the notice or other communication in writing has to reach the recipient party within such time limit. A reference to writing includes email with the confirmed receipt.

21. Data storage

Buyer's data, including personal data that are necessary for business purposes, will be stored, processed and used electronically as far as it is necessary for business purposes and permissible under the German Data Protection Act (§ 28 *BDSG*). The data will not be passed on to third parties, except for Skeleton's service providers, if this is necessary for fulfilling their tasks (e.g. cargo services). According to the German Data Protection Act the Buyer has the right to get information regarding his personal data stored by Skeleton. He also has the right to ask for correction, blocking or deletion of his personal data. If the Buyer would like to exercise one of those rights, he needs to inform Skeleton about his request in writing.

22. Jurisdiction

Any dispute arising out of or in connection with this Contract shall be heard at the court having jurisdiction over Skeleton's principal place of business.

23. Termination

Skeleton shall have the sole discretion to terminate the Contract with immediate effect and refuse any further shipments in case of insolvency or bankruptcy of Buyer; if Buyer has failed to submit Payment in 30 calendar days; if Buyer breaches this Contract.

24. Applicable law

The contractual relationship shall be governed by German law with exclusion of all international and supranational (contractual) legal systems, especially of the Law on Sales of the UN.