

## General Terms and Conditions by Organoid Technologies GmbH

### 1. Applicability and Definitions

These General Terms and Conditions (hereinafter referred to as: "GTC") shall apply to all deliveries, services and offers, in particular the sale of wall surfaces (German original: "*Wandoberflächen*") and decors (German original: "*Dekore*") (hereinafter referred to as: "Products") by Organoid Technologies GmbH, Nesselgarten 422, Top 5, 6500 Fließ (hereinafter referred to as: "Organoid") to contractual partners.

The GTC shall be deemed accepted at the latest upon receipt of the product or service.

Terms and conditions of the Customer deviating from or conflicting with the GTC shall not be recognised unless Organoid has expressly agreed to their validity. Contractual performance by Organoid shall in no case be deemed to constitute consent to provisions deviating from these Terms and Conditions.

The GTC shall also apply to all additional and follow-up orders as well as further business between Organoid and the Customer.

These GTC supersede all previous terms and conditions.

### 2. Conclusion of Contract, Attribution of Assistant's Declarations (German original: "*Gehilfenerklärungen*"), Cost Estimates, Characteristics of the Delivery Item

Organoid's offers are subject to change and non-binding.

Cost estimates, estimations and price quotations by Organoid are non-binding and provisional; there is no guarantee for their correctness and completeness. Cost estimates are subject to payment.

Price lists are subject to change and non-binding. Price lists are only internal guidelines and do not include offers. All prices are in Euro, excluding Austrian VAT (20%).

The sending of price lists or catalogues does not constitute an offer and does not oblige the Customer to supply at the prices and conditions therein. Binding agreements can only be made with the management of Organoid. The contract shall only come into effect upon acceptance in the form of a written order confirmation to the specifications stated therein by Organoid.

It is agreed that the products only offer the safety and properties that can be expected on the basis of Austrian standards (German original: "*Ö-Norm*"), operating instructions, regulations on the treatment of the products (e.g. instructions for use or care) and required

handling and other instructions given. The FAQ about Organoid's natural surfaces enclosed with the order confirmation shall form part of the contract.

All products are only available in the specified versions. Information on dimensions, weights, strength, colour, etc. are approximate values. Samples or illustrations are only binding if they are expressly defined as contractual specifications in individual cases. We reserve the right to make production-related changes and adjustments.

In the event of an order based on a sample or specimen, only the essential properties of the sample or specimen shall be deemed to be agreed, unless otherwise expressly agreed in writing. In the absence of any other express written agreement, these properties shall be deemed to be the final definition of the performance obligation in the case of an order based on a sample or specimen.

We reserve the right to make technical and other changes within the scope of what is reasonable. Changes to the agreed performance or deviations are reasonable for the Customer if they are minor and objectively justified. Objectively justified changes are in particular changes due to the material, e.g. in dimensions, colours, structure and the like.

### **3. Payment**

In principle, unless otherwise agreed, 100% prepayment shall apply to orders. Unless otherwise agreed, invoices are payable within 8 days of receipt.

If payments are not made on time, Organoid shall be entitled to interest on the outstanding amount from the end of the payment period at the rate of 9.2 percentage points per annum above the base rate (sec. 456 of the Austrian Business Code, (Unternehmensgesetzbuch, UGB), unless otherwise agreed.

Payments can be made with debt-discharging effect exclusively by bank transfer to the bank account stated in the invoice. Payments by bill of exchange, cheque or similar are not accepted.

In the event of default in payment, the Customer undertakes to reimburse Organoid for the reminder and collection costs incurred; these include in particular the costs of a collection agency or lawyer engaged and, in the case of self-operated reminder procedures, at least EUR 20.00 net per reminder issued. In addition, any further damage resulting from non-payment shall be reimbursed irrespective of the fault for the delay in payment.

The offsetting of the Customer's claims against those of Organoid is excluded unless the Customer's claims have been recognised by Organoid or have been established as legally binding and enforceable.

Organoid shall be entitled to set off the Customer's payments first against the Customer's older debts and in this case shall inform the Customer of the nature of the set-off. If costs and interest have already been incurred, Organoid shall be entitled to offset the payment first against the costs, then against the interest and finally against the principal claim.

If, after conclusion of the contract, Organoid becomes aware of circumstances concerning the Customer's lack of solvency or his poor economic situation, Organoid shall be entitled to immediately settle all orders, to make them due and payable and to make further performance dependent on the provision of securities by the Customer. This shall also apply in the event that insolvency proceedings are opened against the Customer's assets or an application for the opening of insolvency proceedings is filed.

#### **4. Delivery, Dispatch, Return of Goods**

Unless otherwise agreed, delivery will only be made after receipt of payment.

The delivery times in the offers and the concluded contracts are subject to change for Organoid. Fixed dates shall only apply after express written confirmation by Organoid. Organoid reserves the right to fulfil the contract in partial deliveries.

The risk of loss, damage or destruction or delay shall pass to the Customer upon handover to the person carrying out the transport (parcel delivery person or carrier) (irrespective of who has commissioned this) or handover to the Customer (if collection by the Customer has been agreed). In the event of delays in delivery, Organoid shall inform the Customer as far as possible without delay of the reason for and the expected duration of such delays.

Delays which lie in the sphere of the person carrying out the transport shall not be the responsibility of Organoid. If delivery to the Customer is not possible for reasons which are not within the sphere of Organoid (e.g. absence of the Customer despite prior arrangement of an appointment), the Customer shall bear the additional costs caused by this plus a flat-rate processing fee of EUR 20.00.

If, on the other hand, the reason is an unforeseeable delivery failure on the part of Organoid suppliers, Organoid reserves the right to withdraw from the contract –with simultaneous reimbursement of payments already made by the Customer.

If Organoid is in default for other reasons, Organoid shall be granted a grace period of at least 8 weeks before the Customer can declare withdrawal from the contract. Claims for damages by the Customer in connection with delayed delivery shall be excluded in any case.

If the contracting parties have agreed on "carriage-free delivery" as a delivery condition, this shall mean that Organoid shall organise the transport of the Products to the Customer. In this case, the unloading of the products shall be carried out by the Customer. The rules on the bearing of risk and costs shall remain unaffected by the agreement "carriage-free delivery".

In the event of unforeseeable delays in delivery, Organoid shall be unilaterally entitled to terminate the contract. This shall apply in particular in the event of force majeure, unforeseen strikes, lockouts or in all cases in which delays are not attributable to Organoid's fault. Furthermore, Organoid shall not be responsible for delays in delivery caused by governmental restrictions on imports, such as foreign exchange controls, etc. In

all these cases, any claims of the Customer for performance or damages for non-performance are expressly excluded.

The natural surfaces are shipped rolled in a cardboard box for single orders if possible and on a suitable disposable pallet if required. Orders for multiple natural surfaces on HPL are shipped flat on a pallet 3150 x 1400 mm.

The costs of transport shall be borne by the Customer.

If the Customer has objected to the product, he shall be obliged, at Organoid's request, to return it to Organoid in the condition in which it was delivered for the purpose of inspection. Otherwise, the Customer shall only be entitled to return the product after obtaining Organoid's express written consent.

## **5. Acceptance of Delivered Goods, Warranty**

The Customer is obliged to accept the product. Claims due to defectiveness of the product are not affected by this.

Complaints can only be processed on presentation of an invoice for the goods being complained about.

### **5a. Notice of Defects**

The Customer shall notify Organoid of any defects in the goods which he has discovered or should have discovered by examination in the ordinary course of business after delivery within fourteen working days. The defects shall be notified in writing, stating their nature and extent.

Defects that are not recognisable despite careful examination must be reported in writing without delay, but no later than 14 days after they become recognisable. The Customer shall be bound by the statutory or agreed warranty period.

The Customer shall bear the full burden of proof for all prerequisites for a claim, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect. If a notice of defect is not made or not made in time, the goods shall be deemed to have been approved. A presumption of defectiveness within the meaning of sec. 924 of the Austrian Civil Code, (Allgemeines bürgerliches Gesetzbuch, ABGB) is excluded.

The assertion of warranty claims or claims for damages as well as the right to avoidance on account of mistake due to defects shall be excluded in these cases. Should a defect exist despite all due care, Organoid's liability shall be limited to replacing the goods to be returned by the Customer with a defect-free one within a reasonable delivery period.

## 5b. Warranty

The warranty period is 6 months after receipt of the goods. The warranty claim shall become statute-barred if it is not asserted in court within this period. In the event of a warranty claim, the warranty period shall neither be interrupted nor shall the running of a new warranty period be triggered. If the Customer wrongfully complains for reasons for which Organoid is not responsible, Organoid shall be entitled to invoice the costs incurred by Organoid as a result.

The Customer shall not be entitled to remedy the defect himself or have it remedied by third parties but shall first give Organoid the opportunity to improve or replace the goods within a reasonable period of time. Organoid's prior consent must be obtained before any goods are returned. Justified complaints shall not entitle the Customer to withhold the entire invoice amount, but only an appropriate or aliquot part thereof.

In order to inspect or remedy the defects, the Customer shall allow Organoid access to the object under warranty on the agreed dates.

Remedies of a defect alleged by the Customer or the replacement of the defective product do not constitute an acknowledgement, but are carried out in case of doubt as a gesture of goodwill in the sense of Customer satisfaction and without acknowledgement of a legal obligation.

The Customer shall grant Organoid at least 2 attempts to remedy the defect.

The Customer accepts slight differences in colour shades etc., which do not reduce the value of the product.

## 5c. Transport Damage

The risk of the product being damaged or lost during transport is borne by the Customer.

In this context, Organoid shall assign to the Customer any claims against the person carrying out or organising the transport or the insurer.

## 6. Compensation and Liability

Organoid shall only be liable for intentional and grossly negligent conduct. No liability shall exist in the case of slight negligence; moreover, compensation for consequential damages and financial losses, lost profits, savings not achieved, loss of interest and damages from third party claims against the Customer shall be excluded in any case.

In cases of gross negligence, liability shall be limited to a maximum of EUR 12,500.00 for an order amount of up to EUR 250,000.00, and to 5% of the order amount for an order amount exceeding this, but in all business cases to a maximum of the amount of the sum insured covered by the business liability insurance in the amount of EUR 5,000,000.00.

Claims for damages by Customers must be asserted in court within 6 months of knowledge of the damage, otherwise they shall be forfeited.

If there is a liability due to a defect according to the preceding provisions, Organoid shall be obliged to rectify the defect, to deliver a replacement or to pay compensation in money. If the rectification or replacement delivery fails after a reasonable period of time, the Customer may in any case demand compensation in money.

Liability for damages arising from loss of life, injury to limb or health shall remain unaffected by the above limitations of liability.

## **7. Retention of Title and Security**

All delivered products remain the exclusive property of Organoid until full payment of the agreed remuneration including interest, reminder and other collection costs.

The Customer is obliged to treat the products with care during the existence of the retention of title. If maintenance and inspection work is required, the Customer shall carry this out regularly at its own expense.

The Customer shall immediately inform Organoid in writing of any access by third parties to the products, in particular of any execution measures as well as of any damage to or destruction of the product. The Customer shall notify Organoid without delay of any change of ownership of the products and of any change of address. The Customer shall compensate Organoid for all damages and costs arising from a breach of these obligations or from necessary intervention measures against third party access to the products.

Irrespective of whether the products delivered by Organoid become a dependent part of a property through installation and a separation can only be carried out with uneconomical effort and minor damage to the substance, Organoid shall in any case be entitled to dismantle the installed materials in the event of a qualified (written grace period of 14 days) and culpable default of payment by the Customer, without the Customer incurring any claims from this. Further claims of Organoid shall remain unaffected by this.

Furthermore, the Customer assigns all his claims against his Customers to Organoid in advance up to the amounts specified in more detail in the contractual agreement, with the proviso that the present assignment is initially managed as an "undisclosed assignment" (German original: "*stille Zession*").

In the event that the Customer does not fulfil the obligations arising from a contract with Organoid despite a reminder and a grace period of 3 days, Organoid shall be entitled to notify the Customer's debtor of the present assignment, so that the latter shall be obliged to make payments arising from the contractual relationship between the Customer and its Customer with debt-discharging effect exclusively to a payments office to be named by Organoid.

The Customer hereby declares that its claims against its Customers have not already been assigned or pledged by way of legal pledges, assignments or legal acts of any kind whatsoever.

Organoid hereby declares that it accepts this assignment.

## 8. Product Liability

The products delivered by Organoid offer those properties and securities which can be expected on the basis of legal regulations or regulations on operating, maintenance, installation or care instructions, in particular with regard to prescribed inspections of products. The Customer is therefore obliged to comply with the operating, maintenance, installation and care instructions and any claim for damages shall be excluded in the event of a breach of these obligations.

The Customer undertakes to transfer the aforementioned limitations of liability to any of his Customers in accordance with sec. 9 of the Austrian Product Liability Act (German original: "*Produkthaftungsgesetz*") with the obligation of further transfer; should the Customer fail to comply with this obligation, he undertakes to indemnify and hold Organoid harmless and to reimburse all costs incurred by Organoid in connection with the liability claim. Likewise, the Customer declares to waive all recourse claims against Organoid in the event that he himself is held liable under the Austrian Product Liability Act.

## 9. Third Party Rights

Organoid shall only be liable for third party rights based on industrial or other intellectual property in accordance with the other provisions of this contract if the property right exists under the law of that country in which the Customer has his billing address. Liability for freedom from third party rights under the law of other states is only accepted if this has been expressly agreed in writing.

Organoid's obligation under paragraph 1 shall not extend to cases in which the infringement of rights results from Organoid having been guided by technical drawings, designs, formulas or other information provided by the Customer. In this case, the Customer shall indemnify and hold Organoid harmless from and against all claims of third parties arising from an alleged or actual infringement of rights.

If a third-party claims against the Customer that a property right has been infringed, the Customer shall immediately inform Organoid of all material circumstances.

Insofar as not otherwise regulated above, points 5. and 6. of these GTC apply to warranty claims and claims for damages due to encroachment on the rights of third parties. The Customer shall notify third party rights in analogous application of the provisions of item 5.

## 10. Written Form Requirement

Verbal promises are not valid in the business of entrepreneurs. All agreements, subsequent amendments, supplements, collateral agreements, etc. must be made in writing in order to be valid. This also applies to the agreement to contract out the written form requirement.

The contracting parties agree that the following forms of communication fulfil the written form requirement:

- a) Letter
- b) E-mail

## 11 Applicable Law

The contracting parties agree, insofar as there are no mandatory statutory provisions to the contrary, that Austrian law shall apply. The UN Convention on Contracts for the International Sale of Goods and all provisions relating to the UN Convention on Contracts for the International Sale of Goods are expressly excluded.

## 12. Place of Jurisdiction

For the resolution of all disputes arising from this contract or these General Terms and Conditions, the court having subject-matter jurisdiction at the registered office of Organoid is agreed as the place of jurisdiction. Irrespective of this agreement on the place of jurisdiction, Organoid shall be entitled, at its discretion, to assert its claims against the Customer at any place and before any court which can be made competent in accordance with the statutory provisions, in particular before the court of the Customer's registered office or place of residence.

## 13. Saving Clause

Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. An invalid provision shall be deemed to be replaced by a provision that comes as close as possible to the economic purpose.

## 14. Data Protection

The Customer expressly agrees that the data required for the business relationship may be recorded, processed and stored by Organoid via EDP. The data protection declaration is an integral part of the contract.



## 15. Miscellaneous

The contractual, ordering and business language is German. The place of performance for all services arising from the contract is the registered office of Organoid in A-6500 Fließ, Nesselgarten 422.

The Customer undertakes to strictly observe all care and processing guidelines (FAQ) and safety regulations handed over to him.

The Customer acknowledges that according to the Closed Substance Cycle Waste Management Act, residues are classified as "other hard plastic waste".

Fließ, January 2023