

General Purchasing Terms and Conditions (GPTC)

of FUTRUE Neurosciences GmbH

As at: 14.09.2026

§ 1 General Provisions – Scope of Application

(1) Our General Purchasing Terms and Conditions apply to all present and future deliveries and services. Unless otherwise agreed, these General Purchasing Terms and Conditions (GPTC) shall also apply to all future transactions with the same Supplier without the need to refer to them in each individual case. An individual agreement shall take precedence over these GPTC to the extent that it contains provisions deviating from these GPTC.

(2) Any terms and conditions of the Supplier that conflict with or deviate from our General Purchasing Terms and Conditions shall not become part of the contract unless we have expressly agreed to their validity in writing. Our General Purchasing Terms and Conditions shall also apply if, with knowledge of terms and conditions of the Supplier that conflict with or deviate from our General Purchasing Terms and Conditions, we accept the delivery or service without reservation.

(3) All agreements made between us and the Supplier for the purpose of performing the contract shall be set out in writing in the contract. Deviations, collateral agreements and oral agreements shall require our written confirmation in order to be effective.

(4) These General Purchasing Terms and Conditions shall apply exclusively to businesses or legal entities under public law within the meaning of § 310 (1) BGB.

(5) Unless amended directly or expressly excluded by these General Purchasing Terms and Conditions, the statutory provisions shall apply.

(6) We reserve the right to require the Supplier to enter into a quality assurance agreement (QSV).

§ 2 Conclusion of Contract, Written Form

(1) The Supplier shall adhere precisely to the request in its offer and shall expressly indicate any deviations. Offers and cost estimates shall be remunerated only by special agreement.

(2) Only written orders shall be binding. The written-form requirement within the meaning of these GPTC shall also be satisfied by telecommunication. Oral agreements, whether made before or after conclusion of the contract, shall require our written confirmation in order to be effective.

(3) The Supplier undertakes to inspect the order without undue delay for apparent errors, ambiguities, incompleteness and the unsuitability of the specification selected by us for the intended use, and to inform us without undue delay of any necessary amendments or clarifications to the order. The Supplier shall confirm each order in writing within two weeks, stating the binding delivery date and the price as well as our order number.

§ 3 Delivery

(1) Goods shall be accepted exclusively at the times specified in the respective order. In the event of operational disruptions caused by force majeure, in particular strikes, lockouts, riots, war, etc., our obligation to accept the goods shall be suspended for the duration of the impediment.

(2) Unloading shall take place only upon presentation of the corresponding delivery note, which must contain details of the customer, the order number, the item (item number) and the quantities.

(3) Partial deliveries shall be accepted only by express agreement. In the case of partial deliveries, the remaining quantity shall always be stated.

§ 4 Shipping Costs and Packaging

(1) The Supplier shall bear the shipping costs unless other arrangements have been expressly agreed in writing. If the Supplier has undertaken the installation or assembly and nothing to the contrary has been agreed, the Supplier shall bear all necessary ancillary costs, e.g. travel expenses and the provision of tools.

(2) The Supplier shall be obliged to use appropriate packaging. The Supplier shall bear the packaging costs unless other arrangements have been expressly agreed in writing. Packaging provided on loan shall be clearly identified as such and stated by quantity on the accompanying documents. We shall not be obliged to return such packaging.

(3) At our request, the Supplier shall take back or dispose of non-recyclable packaging material at its own expense. If, despite the expiry of a deadline, the Supplier fails to fulfil this obligation, it shall reimburse us for the expenses incurred by us as a result and compensate us for the damage resulting therefrom.

§ 5 Delivery Times, Dates and Deadlines

(1) The agreed dates and deadlines shall be binding. Compliance with the delivery date or delivery period shall be determined by receipt of the goods by us or at the place to which the goods are to be delivered in accordance with the order.

Unconditional acceptance of a delayed delivery or service shall not constitute a waiver of any claims for damages arising from the delay.

(2) The Supplier shall be obliged to inform us in writing without undue delay if circumstances arise or become apparent indicating that it will be unable to comply with the agreed delivery period. The Supplier shall state the reasons for and the expected duration of the delay.

(3) If the delay is caused by the failure to provide documents or materials to be supplied by us, the Supplier may rely on this only if it had previously requested them in writing and they were not made available to it within a reasonable period.

(4) If the agreed delivery period is not complied with for a reason for which the Supplier is responsible, we shall, upon expiry of a reasonable period of grace set by us, be entitled, without prejudice to any further statutory claims, at our discretion to demand damages in lieu of performance or to procure substitute performance from a third party. Our right to rescind the contract shall remain unaffected.

(5) Any contractual penalty agreed for default in delivery or performance shall remain unaffected pursuant to § 340 (2) BGB. The contractual penalty may be asserted until the final payment falls due without this requiring a reservation pursuant to § 341 (3) BGB.

§ 6 Transfer of Risk, Transport

(1) In accordance with the international commercial term “DDP” (Incoterms 2020), the risk shall pass to us upon acceptance of the delivery at our receiving facility, unless otherwise agreed in writing.

(2) If delivery ex works has been agreed, the Supplier shall ensure the correct declaration (with regard to the value of the goods) and, at our request, the most favourable freight arrangement for us.

§ 7 Prices, Payment Terms, Invoices

(1) The price stated in the order shall be binding. Unless otherwise agreed, the price shall include all services to be provided by the Supplier as well as all other costs.

(2) Prices shall be stated exclusive of statutory VAT. VAT shall be shown separately.

(3) Unless different payment terms have been agreed, payments shall be made either net within 60 calendar days or less a 3% cash discount within 14 days. The payment period shall commence on the date of proper receipt of the goods and the invoice, with the later date being decisive. Proper receipt of the goods shall also include the complete handover of all documentation, certificates, operating instructions, etc.

(4) The consequences of default shall be governed by law. If claims based on liability for defects are asserted within the payment period, the payment period shall be suspended until the defect has been remedied.

(5) Invoices must comply with the tax requirements applicable at the time the invoice is issued.

§ 8 Liability for Defects, Warranty, Limitation Periods

(1) The statutory provisions governing defects in quality and defects of title shall apply unless otherwise provided below.

(2) The statutory provisions on the commercial duty to inspect and give notice of defects (§§ 377, 381 HGB) shall apply subject to the following conditions: Our duty to inspect shall be limited to defects that become apparent upon external examination during our incoming-goods inspection after delivery, e.g. transport damage, incorrect delivery or short delivery, or that are identifiable during our sampling-based quality inspection. If acceptance has been agreed, there shall be no duty to inspect. Otherwise, the relevant factor shall be the extent to which an inspection is reasonably practicable in the ordinary course of business, taking into account the circumstances of the individual case. Notice of defects shall be given without undue delay after discovery. For latent defects, a period of 14 days from discovery shall apply for giving notice. In all other respects, § 377 (5) HGB shall apply.

(3) We shall have the right to choose the type of subsequent performance. If the Supplier does not commence remedying the defect without undue delay after being requested by us to do so, then, in urgent cases for which the Supplier is responsible and after an unsuccessful reminder, we shall be entitled to remedy the defect ourselves at the Supplier's expense, have it remedied by a third party or procure a replacement. We shall also be entitled to remedy the defect ourselves at the Supplier's expense, have it remedied by a third party or procure a replacement if the Supplier is in default with the performance of its warranty obligation. The Supplier shall bear the costs incurred in connection with subsequent performance, in particular the costs of transport, materials and labour, even if it subsequently transpires that there was in fact no defect. In such a case, we shall be liable only if

we knew or were grossly negligently unaware of the fact that there was in fact no defect.

(4) With regard to the remedying of defects, the statutory limitation period shall apply, calculated from the transfer of risk, unless expressly agreed otherwise.

(5) If a defect in quality becomes apparent within three months of the transfer of risk, it shall be presumed that the defect already existed at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect. For essential replacement parts delivered within the limitation period to remedy defect claims acknowledged by the Supplier, the limitation period for claims based on defects shall recommence at the time at which the rectification has been completed.

(6) The Supplier's warranty shall also cover deliveries or services provided by any subcontractors.

(7) All further claims, in particular the right to rescind the contract and our claim for compensation for damage, including damages in lieu of performance, shall remain unaffected.

(8) If the Supplier has assumed a guarantee as to the quality or durability of the delivery item, we shall also have all claims arising under that guarantee in full.

§ 9 Product Liability, Recourse

(1) If claims are asserted against us by third parties on the basis of product liability or other statutory provisions, the Supplier shall, upon first demand, indemnify us against all such claims to the extent that it is directly liable to the third party externally and to the extent that the cause arose within its sphere of control and organisation. This indemnity shall include all costs necessarily incurred by us in connection with such a third-party claim, including, but not limited to, legal defence costs. The Supplier shall bear the burden of proof that the cause did not arise within its sphere of control and organisation.

(2) If, as a consequence of such an event, a product recall is carried out, the Supplier shall, upon first demand, indemnify us against the expenses and costs incurred by us in this regard to the extent that it is liable pursuant to §§ 683, 670 BGB or pursuant to §§ 830, 840, 426 BGB. Without prejudice to any other obligations, the Supplier shall inform us without undue delay if it becomes aware of specific circumstances in connection with its services that would make it necessary to carry out a recall and/or constitute a significant risk of product liability cases. Any statutory reporting obligations applicable to the parties shall remain unaffected.

(3) The Supplier shall be obliged to maintain, for the duration of the contract, product liability insurance and, where appropriate, transport insurance, in each case with an adequate minimum level of cover. We shall be entitled to request from the Supplier corresponding confirmation of cover from its insurer.

§ 10 Documents, Confidentiality, Data Protection

(1) The Supplier undertakes to treat as strictly confidential all information concerning us, our business activities, processes, products, customers, employees and other trade and business secrets that it receives or to which it is given access in the course of the business relationship (hereinafter “Confidential Information”), and to use such information exclusively for the purpose of performing the contract. Confidential Information means all information that is either marked as confidential or whose confidential nature is apparent from the circumstances.

(2) The Supplier may neither disclose Confidential Information to third parties nor make it accessible to them without our prior written consent. This shall not apply to information that:

- a) was lawfully known to the Supplier before it was disclosed by us;
- b) is or becomes publicly known without the Supplier having breached an obligation of confidentiality;
- c) is lawfully obtained from a third party without an obligation of confidentiality;
or
- d) must be disclosed pursuant to an order of a competent authority or court, to the extent required by law.

In the case of lit. d), the Supplier shall inform us in advance to the extent permitted by law.

(3) The obligation of confidentiality shall continue beyond the termination of the business relationship and shall remain in force for a period of five years after the cooperation has ended. In the case of trade and business secrets within the meaning of § 3 no. 2 of the German Trade Secrets Act (GeschGehG), the obligation of confidentiality shall apply without limitation in time.

(4) We shall retain the rights of ownership and copyright in all documents provided in the course of the business relationships, irrespective of their form. The Supplier may use such documents solely for the purposes of the business relationships. They may not be made accessible to third parties without our written consent. Following termination of the business relationships or as soon as the documents are no longer required, they shall be returned without being requested to do so or destroyed with our written consent.

(5) The Supplier warrants that the goods and services supplied by it are free from third-party rights and guarantees that their use does not infringe any industrial property rights.

(6) The Supplier shall be obliged to comply with the statutory data protection provisions. To the extent that the Supplier processes personal data on our behalf, such processing shall be carried out exclusively in accordance with our instructions and in compliance with the GDPR and the BDSG. The Supplier shall have the technical and organisational measures required under Art. 32 GDPR in place and shall oblige its employees to maintain data secrecy. Data breaches shall be reported to us without undue delay; the Supplier shall assist in fulfilling the notification obligations under Art. 33 and 34 GDPR. In the case of processing on behalf of a controller, a separate data processing agreement pursuant to Art. 28 (3) GDPR shall be concluded. Following termination, all personal data shall be deleted or returned unless statutory retention periods provide otherwise.

(7) The Supplier shall also enforce the same standards with regard to its employees and other vicarious agents and shall ensure that they comply with the foregoing obligations to the same extent.

(8) The Supplier shall be liable for all culpably caused damage suffered by us and our affiliated companies as a result of a breach of any of the obligations set out in this section. The Supplier shall indemnify us against all third-party claims asserted against us on the basis of a breach of these obligations by the Supplier.

§ 11 Termination and Rescission Due to Lack of Capacity to Perform

Both parties shall be entitled to terminate the contract for good cause without observing a notice period or to rescind the contract. Good cause shall exist in particular if contractual obligations are breached or our claim to delivery is jeopardised due to the Supplier's lack of capacity to perform (e.g. economic deterioration, actual impediments to performance, etc.).

§ 12 Compliance

(1) The Supplier warrants that it will perform its contractual obligations in compliance with all applicable regulations and that the goods supplied by it are suitable for lawful use by us.

(2) The Supplier shall ensure that appropriate technical and organisational measures for information security are implemented. Security incidents must be reported to us without undue delay. Neither party may, in the course of the cooperation, carry out

activities that qualify as prohibited AI practices within the meaning of Regulation (EU) 2024/1689.

(3) The Supplier confirms that it is not listed on any sanctions list of the United Nations, the European Union, the United States or any other jurisdiction and that is not owned as to 50% or more, or controlled, by any person listed on such sanctions list. The Supplier shall notify us without undue delay if this status changes.

(4) The Supplier acknowledges that all goods supplied by it may be subject to the rules and regulations of the European Union, the United States or any other jurisdiction relating to import or export controls, sanctions or other trade regulations. The Supplier shall comply with all corresponding regulations unless compliance would conflict with applicable local laws. If the goods or services provided are subject to corresponding restrictions or permit requirements, the Supplier shall inform us accordingly of such restrictions. Upon request, the Supplier shall provide us with all information and other assistance necessary for classification, export documentation, determining whether a permit is required, obtaining export permits, etc. The Supplier shall indemnify and hold us harmless against all losses, claims or damage suffered by us or third parties as a result of the Supplier's failure to provide complete and correct information or of any other failure to comply with the requirements of this clause.

(5) The Supplier confirms that it has complied and will continue to comply with all applicable laws and regulations on combating bribery and corruption. If we have reasonable grounds to believe that the Supplier is not complying with these requirements, we shall be entitled to terminate the contract or rescind it.

§ 13 Place of Jurisdiction – Place of Performance – Severability Clause

(1) If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the courts at our registered office shall have jurisdiction; however, we shall also be entitled to sue the Supplier before the court at its place of residence or registered office.

(2) Unless otherwise agreed, our registered office shall be the place of performance.

(3) These GPTC and the entire legal relationship between us and the Supplier shall be governed exclusively by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

(4) If individual provisions of these GPTC are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any gaps in these GPTC.

§ 14 Applicability

These GPTC shall apply as of 14.09.2026. They shall replace all previous General Purchasing Terms and Conditions and shall also apply to future business relationships unless they are replaced by new General Purchasing Terms and Conditions.