

GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS

1. GENERAL

1.1. These general conditions of sale (the “**Conditions**”) apply to all products delivered or to be delivered by PUXANO BV, with registered office at Ottergemsesteenweg-Zuid 713, 9000 Gent, Belgium and registered with the Belgian Crossroads Bank of Enterprises under number 0753.682.674 (“**PUXANO**”), and are integrally part of all offers and quotes (the “**Offer**”) issued by PUXANO, each purchase orders (the “**Order**”) accepted by PUXANO and any sales agreement (the “**Agreement**”) in relation thereto between PUXANO and its customers (the “**Customer**”).

1.2. The Customer shall be provided with a copy of the Conditions together with or following the Offer from PUXANO and the Customer is regarded as having accepted these, without any reservation, in the absence of explicit written objection within five (5) days following receipt thereof. Stipulations that deviate from the Conditions may only be invoked by the Customer if and insofar as these have been accepted by PUXANO in writing.

1.3. The applicability of any terms and conditions of the Customer is hereby explicitly rejected, notwithstanding any referral thereto on an order or other document.

2. PRODUCT SPECIFICATIONS

2.1 There are 20 grids in one box.

2.2 The grid film material is carbon.

2.3 The grid film thickness is within the specified thickness ± 10 nm on the delivery note.

2.4 The grids have a hole pattern with specified diameter ± 50 nm on the delivery note.

2.5 The grids have graphene if specified so on the delivery note.

2.6 The graphene coverage is at least 80%.

2.7 The graphene is single-layer graphene.

2.8 The graphene grids can be stored for 3 months if the package is left unopened.

3. OFFERS AND ORDERS

3.1. Unless otherwise agreed in writing, all Offers of PUXANO are without obligation and intended for information purposes only. Offers shall never be valid for more than thirty (30) days. PUXANO is bound only by an order placed by the Customer insofar PUXANO has accepted such order in writing.

3.2. The Customer is required to enable PUXANO to execute the delivery of Products. With respect to each Order, the Customer's responsibilities include: (i) ensuring the accuracy of the Order, and (ii) providing PUXANO with any information which is necessary in order to enable PUXANO to fulfill the Order and, as the case may be, to comply with all applicable legal requirements, including, without limitation, functional, technical and maintenance specifications.

3.3. PUXANO shall be entitled to destroy any information, documents, samples, technical drawings and the like provided by the Customer, if these have not been used by PUXANO for the delivery of Products for the Customer for a period of one (1) year, without Customer being entitled to any compensation in such event.

4. DELIVERY AND ACCEPTANCE

4.1. Delivery times are purely indicative and non-binding for PUXANO. Delays in delivery cannot cause any liability on the part of PUXANO, nor be ground for cancellation of the Order or a price reduction.

4.2. All Products are delivered DAP (Incoterms® 2020) to the shipping address of the Customer as indicated on the Order of the Customer.

4.3. In the absence of a reasoned statement to the contrary sent by the Customer, received by PUXANO within eight (8) days after delivery, the Products will be deemed to have been accepted by the Customer, and to be in conformity with the applicable specifications.

4.4. PUXANO does not give any warranty in relation to the suitability of the Products for any use or commercialization by the Customer. PUXANO shall never be liable for any hidden defects of the Products.

5. CONFIDENTIAL INFORMATION

5.1. PUXANO may acquire confidential documents or information as well as personal data in relation to the Customer's business affairs or its employees for the purpose of delivering the Products (“**Confidential**

Information”). In relation to Confidential Information PUXANO shall comply with the confidentiality provisions of the law. PUXANO shall be entitled to disclose Confidential Information to the extent required to do so by law. In addition, provided that PUXANO ensures that such persons are subject to a statutory or contractual secrecy obligation, PUXANO may disclose Confidential Information for processing to subcontractors or other persons engaged.

5.2. Without prejudice to clause 5.1, both parties shall treat confidential information and trade secrets from the other party with the same care observed for their own confidential information. This obligation extends beyond termination of the Order or Agreement with the Customer by a period of two (2) years.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. PUXANO reserves itself all intellectual and industrial property rights (including copyrights, neighboring rights, rights of makers of databases, design rights, trade mark rights, plant variety rights, patent rights, rights resulting from supplementary protection certificates, from the legal protection of topographies of semiconductor products, from the protection of geographical indications and designations of origin, from trade name protection, and from the protection of undisclosed information (including trade secrets), including the right to register, or apply for such intellectual and industrial property rights) in relation to its Products (the “**Intellectual Property Rights**”) and such Intellectual Property Rights shall remain the exclusive property of PUXANO. Nothing in these Conditions will be interpreted as the grant of a license to the Customer. Customer is not authorized to use the trade name or brand name of PUXANO.

6.2. The Customer shall notify PUXANO of (i) any actual, threatened or suspected infringement of PUXANO's Intellectual Property Rights of which the Customer becomes aware, and (ii) any claim by any third party of which it becomes aware alleging that the import or sale of the Products infringes any rights of any third party.

6.3. The Customer warrants that the use, by PUXANO, in performance of any Agreement, of the materials and information that the Customer would make available to PUXANO, does not infringe any rights of third parties, including ‘in rem’ rights (such as ownership rights), personal rights (such as contractual rights), personality rights (such as portrait rights), as well as intellectual property rights, and that he has obtained all required authorizations from all third party right holders for having performed the Agreement by PUXANO. The Customer will hold harmless PUXANO (i) against all claims and actions of said third parties against PUXANO, in relation to said use, (ii) against all judgments rendered against PUXANO, in relation thereto, and (iii) against all costs (including attorney's fees and court costs) that PUXANO would incur in relation thereto.

7. FEES, COSTS AND INVOICES

7.1. The Products provided shall be invoiced on the basis of the price specified in the Offer or usually applied by PUXANO. Unless agreed in writing, the prices of PUXANO are net prices, excluding (import) taxes and extra costs. When required, PUXANO shall charge value added tax in the amount provided by law. Unless stated otherwise in the Agreement, PUXANO shall provide the Customer with invoices at regular intervals.

7.2. Unless agreed otherwise in writing, the invoices are payable to the bank account communicated by PUXANO within fifteen (15) days after the invoice date. Each invoice is considered as accepted in the absence of protest by registered letter within seven (7) days after the invoice date. If there is a dispute with respect to any amount claimed to be due pursuant to an invoice, any portion that is not disputed shall be paid by the Customer. Any such partial payment shall not, however, constitute a waiver by PUXANO of such payment or any other rights.

7.3. The Customer waives any right to set off amounts owed between the parties.

7.4. The payment of invoices is an essential obligation for the Customer. In the absence of (timely and fully) payment by the due date, the Customer is in default by operation of law and without notice of default being necessary. All other claims of PUXANO on the Customer are also immediately due, without prior notice of default being necessary. With effect from the day on which the Customer is in default, it owes PUXANO, by operation of law and without prior notice of default being necessary, late payment interest of 1 % per month or part thereof during which the

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default persists, plus a fixed compensation of 10% of the invoiced amount, with a minimum of EUR 150, without prejudice to PUXANO's right to claim compensation of all damage it has suffered as a result of the Customer's default. All collection charges shall be reimbursed by the Customer.

7.5. Non-payment or late payment also grants PUXANO by operation of law and without prior written notice of default the right to suspend its performance until full payment and/or cancel (part of) the order, without prejudice to PUXANO's right to compensation of all damage it has suffered as a result of the Customer's default. In the case of cancellation due to actions of the Customer, the Customer shall pay damage compensation of 12% of the total order price, without prejudice to PUXANO's right to claim compensation of any damage it has suffered as a result of the Customer's default in excess of such compensation.

8. LIABILITY

8.1. PUXANO (including its appointees, representatives, employees or other auxiliary persons) is only responsible for damage caused due to non-compliance with its contractual obligations, if and insofar as this damage is caused by its fraud, intentional fault or gross negligence. Any extracontractual liability of PUXANO or its appointees, representatives, employees or other auxiliary persons, including any product liability, is hereby excluded to the fullest extent permitted by law.

8.2. Except in the event of damage caused by PUXANO's fraud or its intentional fault, the maximum liability of PUXANO is limited to the invoice value of Customer's Order or the yearly average of the amounts that were paid to PUXANO in performance of the Agreement. If the duration of the Agreement is less than one (1) year, there will be no extrapolation to calculate said yearly average, but the total of the amounts that were paid to PUXANO in performance of the Agreement, will be deemed to be said yearly average.

8.3. Without prejudice to clause 8.2 and regardless of the nature of the claim, PUXANO's liability (including the liability of its employees, subcontractors, directors and shareholders) shall be limited to the amount covered by its professional liability insurance. A copy of the relevant policy is available at request, subject to confidentiality by the Customer.

8.4. In any event, PUXANO may not be held liable for indirect damage, lost profit, interruption of operations, missed savings or damage to third parties, nor will PUXANO be liable for any damage that the Customer would directly or indirectly suffer as a consequence of the use or commercialization by the Customer of any Products. The Customer itself is responsible for preliminary testing the Products, taking into account the planned use or commercialization, and the applicable legislation. The Customer commits itself to take out an appropriate policy with a reputable insurance company to cover all risks (including product liability risks) to any damage that the Customer or any third parties (including employees and consumers) could suffer, as a consequence of the use or commercialization of said Products.

8.5. Any claim towards PUXANO must be notified to PUXANO as soon as practicable and no longer than 15 days after the Customer became aware, or should have become aware, of the event or circumstances giving rise to the claim, on penalty of being null and void.

9. FORCE MAJEURE / HARDSHIP

9.1. Either party shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made unreasonably onerous by an event of force majeure, including, without limitation, any of the following circumstances: explosion, fire or flood, protest, riot, civil commotion, war, acts of terrorism, pandemic, government action, lock-outs, strikes or other industrial actions, restrictions in the use of power, import and export restrictions, embargoes, damage of equipment, late delivery of products by suppliers or sub-contractors, as well as any defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.

9.2. The party claiming to be affected by force majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If force majeure prevents the Customer from fulfilling his obligations, he shall compensate PUXANO for expenses incurred in securing and protecting the Products.

9.3. Regardless of what might otherwise follow from these Conditions, either party shall be entitled to terminate the relevant

Agreement by notice in writing to the other party if performance of thereof is suspended under clause 9.1 for more than six (6) months.

10. TERMINATION

10.1. PUXANO has the right to terminate any Order or Agreement with the Customer at any time, by giving thirty (30) day's prior written notice to the Customer.

10.2. In addition, PUXANO has the right to terminate any Order or Agreement with the Customer at any time, with immediate effect, and without payment of any damage compensation, by giving written notice, in the following cases: (i) if the Customer, despite a written notice of default in which a period of at least eight (8) calendar days is observed, remains in default with respect to the (timely) fulfilment of one or more obligations resulting from any Order or Agreement, (ii) in the case of suspension of payment or (the application for) bankruptcy protection, (iii) in the case of liquidation or discontinuation of the activities of the Customer, (iv) if the Customer engages in an act of fraud, (v) if (a part of) the assets of the Customer are seized, or (vi) in the event of a change of control over the Customer. The Customer shall inform PUXANO of any such change or acquisition of control, without undue delay. In case of termination and without prejudice to any other remedies, (i) PUXANO reserves the right to claim compensation for all costs, interest and damage (including, without limitation, loss of profit) it has and/or could incur(red), (ii) all claims of PUXANO against the Customer are immediately due and payable, and (iii) PUXANO may suspend or postpone its obligations relating to other orders or other agreements between parties.

11. MISCELLANEOUS

11.1. If a (part of a) stipulation of the Conditions would be invalid or unenforceable, this shall not affect the validity and enforceability of the other stipulations of the Conditions. In such a case, PUXANO and the Customer shall negotiate in good faith, and the invalid or unenforceable stipulation will be replaced by a legally valid and enforceable stipulation that fits as closely as possible the objective and the intent of the original stipulation.

11.2. No amendment to the Conditions shall be effective unless it is made in writing and signed by duly authorized representatives of each party. Except as otherwise provided herein, PUXANO shall not be deemed to have waived any rights arising out of the Conditions or out of any breach of the Conditions unless PUXANO executes a waiver in writing. If PUXANO waives a right arising out of the Conditions or out of any breach of the Conditions, such waiver shall not be construed to constitute a waiver of any other rights.

11.3. Except as otherwise provided herein, the Customer may not assign all or part of its rights or obligations pursuant to the Conditions to a third party, without the prior written consent of PUXANO.

12. APPLICABLE LAW AND JURISDICTION

12.1. The Conditions and all orders or other agreements to which the Conditions apply shall be exclusively governed by and construed in accordance with Belgian law, with exclusion of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

12.2. All disputes between PUXANO and the Customer fall under the jurisdiction of the competent courts of Ghent, Belgium.