Terms and Conditions for the Sale of Plasma Treatment Products (Equipment, Related Components and Services) Plasmatreat Trading (Shanghai) Co., Ltd.

1. Subject Matter of the Contract.

The goods sold by Plasmatreat Trading (Shanghai) Co., Ltd. (hereinafter referred to as "PT") comprise plasma treatment systems, related components and services such as installation, commissioning and maintenance (collectively referred to as the "Products"). All sales of "Products" are governed by the following documents (collectively referred to as the "Contract") and shall be executed in accordance with the following order of precedence:

1. Terms and Conditions for the Sale of Plasma Treatment Products (Equipment, Components and Services)
2. Contracts confirmed by both parties
3. PT´s Quotation
4. The Buyer's Order

Any purchase order or other written document issued by the Buyer must be expressly accepted in writing by an authorised representative of PT, and such written document must explicitly refer to these "Terms and Conditions of Sale for Plasma Treatment Products (Equipment, Components and Services)"; otherwise, any terms contained in the Buyer's purchase order or other written document that conflict with any of the terms set out herein shall be rejected.

2. Prices and Payment.

The contract price shall not be subject to change once agreed by both parties. Unless otherwise expressly agreed in writing by both parties in the contract, the general terms and conditions of payment are as follows:

- For plasma treatment equipment, the Buyer shall make payment in cash. Payment terms are as follows: 50% of the total contract price shall be paid within 5 working days of the contract being finalised, and the remaining 50% shall be paid in cash prior to delivery of the products covered by the contract.
- For plasma equipment components and after-sales services, the Buyer shall make payment in cash. Payment terms require 100% of the total contract value to be paid within 5 working days of the contract being finalised.
- PT shall issue an invoice for 100% of the contract amount to the buyer upon dispatch of the goods.

Should the Buyer fail to make payment in accordance with the stipulated terms due to reasons attributable to the Buyer, the Buyer shall pay a late payment penalty to PT. The late payment penalty shall be calculated at a rate of 0.5% of the total outstanding amount per week, commencing from the third week following the stipulated payment date; any period of less than one week shall be counted as a full week. The total late payment penalty shall not exceed 30% of the total contract value. Should the Buyer fail to make payment on time, the delivery date specified in the contract shall be extended accordingly.

3. Delivery of Contracted Products.

The delivery dates provided by PT are estimated delivery dates, and PT shall endeavour to comply with the delivery date provisions set out in the Contract.Should the delivery date fall outside the scope of reasonable control, PT shall promptly notify the Buyer. PT shall not be deemed to be in breach of contract for any costs, losses or other liabilities arising wholly or partly from delayed delivery or failure to deliver. In the event of a delay in delivery, PT shall actively consult with the Buyer to make reasonable adjustments to the delivery date.

PT shall notify the Buyer via email or other instant messaging methods at least 10 working days prior to the delivery date. The notification shall include the contract number, the name of the contracted products, the quantity, the estimated total weight and volume, and the estimated delivery date. Upon receipt of PT´s dispatch notification, the Buyer shall pay the purchase price to PT as soon as possible and confirm the delivery location, the contact person for receipt, and other relevant delivery details.

4. Warranty.

- The products supplied by PT comply with CE certification requirements. It is the Buyer's responsibility to comply with laws and regulations relating to the use and operation of the products. Unless otherwise expressly stipulated in the contract by both parties,
- for plasma treatment systems, (a) PT warrants to the Buyer that the products will be free from defects in quality, provided they are correctly installed, used and maintained; (b) the warranty period shall be 12 months from the day following the dispatch of the products to the address designated by the Buyer or as specified in the contract.
- No warranty period applies to related components and services.

The above warranty shall not apply to product failures caused, in whole or in part, by any of the following:

- Any improper operation or maintenance;
- repairs carried out by third parties not authorised by PT during the warranty period;
- Wear parts associated with the product;
- Use of product spare parts not certified by PT.

During the warranty period, if the Buyer fails to pay for the products in accordance with the contract, PT reserves the right to assume no liability whatsoever under the warranty. Should the Buyer request services not covered by this warranty, PT shall charge the Buyer for the actual repair costs, service fees and reasonable travel expenses incurred, without any obligation to provide notice or to stock or supply such products or components.

5. Title and Risk of Loss.

Title to the products and the risk of loss or damage shall pass to the Buyer in accordance with the delivery terms set out in the contract; or, in the absence of such terms, title to the products and the risk of loss or damage shall pass at the place of delivery designated by the Buyer.

6. Confidential Information.

Neither party shall disseminate or disclose to any third party any part or the entirety of the confidential information, except with the prior written consent of the disclosing party. The Buyer agrees that any data disclosed by PT to the Buyer containing confidential or proprietary information, such as product specifications, drawings, software and information (including software, product manuals, models, etc.), whether marked or unmarked, and

whether or not designated as proprietary or confidential, shall be kept confidential by the Buyer through the adoption of protective measures. Confidential information may be disclosed to the Party's representatives and employees who need to know such information to assist the Party in fulfilling its obligations. Both Parties undertake to inform the aforementioned representatives and employees of the confidential and proprietary nature of the information prior to their becoming aware of it, and to ensure that such representatives and employees agree to be bound by the terms of this Agreement. Pursuant to this undertaking, a Party shall indemnify the other Party against all losses, costs (including legal fees) and other expenses arising from any breach by such representatives or employees involving the disclosure or use of Confidential Information.

Both parties undertake that any confidential information disclosed to them under this Agreement shall be used solely for the purposes of this Agreement and shall not be used for any other purpose or disclosed to any third party (including organisations, individuals, and the parties' affiliated entities such as subsidiaries, associated companies, parent companies, etc.). Both parties acknowledge and agree that the other party is the sole owner of the confidential information provided and shall not, directly or indirectly, infringe upon or prejudice the other party's ownership of such confidential information. The Buyer shall, upon PT´s request, return or destroy all documents, copies, records and other materials (whether in written or electronic form) containing any part of the confidential or proprietary information, and shall provide written confirmation of the return or destruction of the aforementioned items. The confidentiality of PT´s relevant confidential or proprietary information shall remain in force for a period of 5 (five) years from the day following the delivery date of the products covered by this Contract.

7. Cancellation and Return of Contracted Products.

Unless otherwise specifically agreed by both parties in the Contract, the Contracted Products may not be cancelled once the Contract has been established. Should both parties agree to cancel the Contract following consultation, the Buyer shall pay a penalty for breach of contract. If cancellation of the Contracted Products is approved, the Buyer shall pay all costs for work completed or in progress, including raw materials, tooling, engineering, administration, and all other direct production and/or indirect costs or expenses. Generally, the advance payment made under the contract shall serve as compensation for the contractual cancellation penalty. If no advance payment was made under the contract, the Buyer shall compensate PT with 30% of the total contract price.

Should the contract products delivered by PT be confirmed by both parties to have genuine quality issues, Pumma shall accept the buyer's request for a return. Beyond this, PT shall not accept any requests for returns of any kind. Upon accepting the buyer's request for a return, PT shall not bear any additional or incidental liability.

8. Acceptance of the products.

- Upon dispatch of the equipment, the Buyer shall arrange for the acceptance of the Contract Products in a timely manner. During acceptance, both parties shall appoint designated representatives to be present at the site to participate in the process. Upon successful acceptance, both parties shall sign a Certificate of Acceptance. Should any defects, faults or non-conformities with the contract be discovered during the joint unpacking inspection, the representatives of both parties shall sign a detailed report, which shall serve as valid evidence for the Buyer to request PT to carry out replacement, repair or supplementary delivery. If both parties confirm that minor defects in the contract products do not affect the performance of the equipment, both parties shall still sign the Certificate of Acceptance, but PT shall immediately take measures to rectify the defects.

- Should the Buyer have any objections regarding the quality of the products received or the on-site services provided after the dispatch of relevant components or the completion of on-site services, the Buyer must promptly request consultation with PT upon receipt of the products or at the conclusion of the services, so that

both parties may communicate and negotiate a resolution to the relevant issues, thereby safeguarding the legitimate rights and interests of both parties.

9. **Force Majeure.**

If either party is compelled to suspend or postpone the performance of the Contract due to force majeure, such as war, fire, typhoons, floods, earthquakes, or other causes mutually agreed by both parties not to constitute force majeure, the performance of the Contract shall be correspondingly delayed; the duration of such delay shall be equal to the period during which the force majeure event is in effect.

Where either party is unable to perform the contract due to force majeure, it shall notify the other party of the reasons for the inability to perform or to perform fully within 5 working days of the occurrence of the force majeure event (or, if the event occurs within 5 days prior to the expiry of the contract term, prior to the expiry of the term), in order to mitigate any potential losses to the other party, and shall provide supporting evidence within 15 working days. The party shall be partially or fully exempt from liability for partial performance, non-performance or delayed performance of the Contract, in whole or in part, unless otherwise provided by law. Where a Force Majeure event occurs after a party has already delayed performance, liability shall not be exempted.

10. **Governing Law.**

PT is a company lawfully incorporated in accordance with the Contract Law of the People's Republic of China. The formation, validity, interpretation, performance and resolution of disputes under this Contract shall be governed by and construed in accordance with the laws of the People's Republic of China, excluding its conflict of laws rules. Any dispute arising out of or in connection with this Contract shall be resolved through friendly consultation between the parties; if no agreement can be reached, the matter shall be submitted to the People's Court at the place of business of PT for resolution through litigation.

- **Assignment.**

  The Buyer shall not assign any of its rights or transfer any of its obligations under this Contract without the prior written consent of PT. Any attempted assignment or transfer in breach of this provision shall be null and void. No assignment or transfer shall relieve the Buyer of any of its obligations under this Contract.

- **Commencement, Rescission and Termination of the Contract**.

  This Contract constitutes the entire and final agreement between the Buyer and PT regarding the sale and purchase of the Products. The Contract shall come into effect upon signature by the authorised representatives of both parties, and the date of such signature shall be the effective date of the Contract. A scanned copy of the Contract bearing an official seal shall have the same legal effect as the original. Any prior or contemporaneous agreements, understandings and representations, whether oral or written, are superseded by this Contract upon its entry into force. Any amendment, modification or addition to the terms of this Contract must be set out in a written document signed by the authorised representatives of both parties, which shall form a supplement to this Contract and have equal legal effect. Neither party shall disclose the contents of this Contract to any third party without the prior consent of the other party.

  The Contract shall be deemed terminated or rescinded in the event of any of the following: (a) a Party enters into liquidation or ceases trading; (b) a Party is adjudged bankrupt or becomes insolvent for any other reason; (c) the Contract has been fully and effectively performed; (d) both Parties mutually agree to terminate the Contract early.