

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1 Scope of application

1.1 All offers, deliveries and services provided by ACLARIS GmbH, Lindau, Rebstein branch, CHE-101.442.335, in Rebstein, Switzerland (hereinafter «ACLARIS») are made exclusively on the basis of these General Terms and Conditions of Sale and Delivery (hereinafter «Terms and Conditions of Sale»). These form an integral part of all business relationships and contracts that ACLARIS concludes with its contractual partners (hereinafter «Customer»; hereinafter collectively «Parties») regarding the deliveries and services offered by ACLARIS. They also apply to all future offers, deliveries and services.

1.2 The general terms and conditions of the Customer or third parties shall not apply, even if ACLARIS does not specifically object to their validity in individual cases. The general terms and conditions of the Customer or a third party shall only form part of the contract to the extent that ACLARIS has expressly agreed to them. Individual provisions deviating from these Terms and Conditions of Sale shall only apply if they have been expressly confirmed in writing by ACLARIS.

1.3 These Terms and Conditions of Sale do not apply to natural persons who enter into a contract for a purpose that cannot be attributed to their professional or commercial activities (hereinafter «Consumers»).

2 Offer and conclusion of contract

2.1 Offers made by ACLARIS are subject to change and non-binding unless they are expressly marked as binding. The Customer is bound by their orders for two weeks from receipt by ACLARIS. The contract is concluded upon receipt of the written order confirmation from ACLARIS. If ACLARIS carries out the delivery or service without the Customer first receiving confirmation, the contract is concluded upon acceptance of the delivery or service. If ACLARIS's order confirmation differs from the Customer's order, this shall be deemed a new offer from ACLARIS. This new offer shall be deemed tacitly accepted if the Customer does not object to the new offer within 10 days.

2.2 The offer does not include the disposal of materials provided by the Customer for production. This includes, for example, labels, packaging and production waste from products that the Customer has purchased from a third party and provided to ACLARIS for processing in production. The Customer is generally obliged to dispose of these materials independently. If the Customer fails to dispose of them, the Customer shall bear all costs incurred by ACLARIS for disposal. These will be invoiced separately to the Customer. This provision does not apply to the return of packaging materials for products delivered by ACLARIS to the Customer.

2.3 Minor technical and/or visual deviations from the description of the delivery item within the offer are possible and do not affect the fulfilment of the contract, unless the

deviations are unreasonable for the Customer. This applies in particular to minor deviations in models, dimensions and colours, as well as in the event of changes and improvements made to bring the product into line with the latest state of the art and to comply with legal requirements.

3 Transfer of risk and insurance

3.1 Deliveries from ACLARIS are generally made Ex Works (hereinafter «EXW») Güll external warehouse in Lindau (in accordance with Incoterms 2020). Upon request and at the Customer's expense and risk, the delivery may be shipped to a different destination. Unless otherwise agreed, ACLARIS is then entitled to determine the method of shipment itself.

3.2 The risk of accidental loss and accidental deterioration shall pass to the Customer upon provision of the goods EXW at the external warehouse in Lindau. Where the goods are shipped at the Customer's request, the risk of accidental loss and accidental deterioration shall pass to the Customer upon handover of the goods to the forwarding agent, carrier or any other person designated to carry out the shipment.

3.3 When goods are shipped by ACLARIS, they shall only be insured against theft, breakage, transport damage, fire and water damage or other insurable risks at the express request of the Customer and at the Customer's expense. The insurance or any assumption of transport costs by ACLARIS shall have no effect on the transfer of risk.

3.4 Unless otherwise agreed in writing, the Customer is responsible for all export, transit, import, customs, tax and authorisation procedures and shall bear the associated costs, duties and risks. In particular, the Customer is responsible for ensuring that the goods may be imported, used and resold in the country of destination.

4 Deadlines, obligations to cooperate and Force Majeure

4.1 The delivery times and quantities are set out in the order confirmation. Any delivery times and dates for goods and services indicated by ACLARIS are always approximate. ACLARIS accepts no responsibility for timely delivery or for any delays in delivery, unless a binding deadline or date has been expressly confirmed or agreed in writing (business with a fixed expiry date). Where shipment by ACLARIS has been agreed, delivery times and dates shall, unless expressly stated otherwise by ACLARIS, refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

4.2 ACLARIS is entitled to make partial deliveries and provide partial services.

4.3 ACLARIS shall only be in default if the service is due, the Customer has unsuccessfully set a reasonable, written grace period (of at least 14 days) and ACLARIS is responsible for the delay.

4.4 If ACLARIS's performance obligations require the Customer to provide assistance, such as, in particular, information, the handover of documents and materials or other services, the Customer shall be responsible for providing such assistance in a timely manner. If the Customer fails to provide the assistance or does not do so in a timely manner, they shall be responsible for any resulting delay. Agreed delivery times shall be extended by at least the duration of the delay in the acts of cooperation. Any further claims by ACLARIS remain unaffected by this.

4.5 In the event of unforeseen delivery impediments beyond ACLARIS's reasonable control (such as operational disruptions not attributable to ACLARIS caused by water, fire, disasters, accidents, breakdowns of production facilities and machinery, operational interruptions caused by epidemics or pandemics or based on statutory or official orders, strikes, import, export or travel restrictions, shortages of materials, energy, transport options, etc., regardless of whether these occur at ACLARIS or its suppliers or subcontractors) (hereinafter «Force Majeure»), ACLARIS shall be entitled to extend the delivery dates and deadlines appropriately, depending on the scope and duration of the Force Majeure event and its consequences. A delay attributable wholly or partly to Force Majeure shall not constitute a default on the part of ACLARIS, nor shall it give rise to any liability on the part of ACLARIS or entitle the Customer to claim damages or compensation. ACLARIS may withdraw from the contract without compensation if the delivery delay caused by Force Majeure lasts for more than six weeks, the resumption of performance is not foreseeable, and ACLARIS has informed the Customer of this without delay. Any payments already made by the Customer shall be refunded immediately in this case. Any further claims by the Customer (e.g. for damages, consequential damages, inconvenience, or mental or material hardship suffered) are expressly excluded in respect of the circumstances of Force Majeure set out in this clause 4.5.

4.6 If ACLARIS demonstrates that, despite careful selection of its suppliers and despite having concluded the necessary contracts on reasonable terms, it is not supplied by its suppliers in a timely manner, the delivery period shall be extended by the duration of the delay caused by the suppliers' failure to deliver on time. In the event that delivery by the supplier is impossible, ACLARIS shall be entitled to withdraw from the contract with the Customer. In this case, ACLARIS shall immediately inform the Customer of the impossibility via and shall immediately refund any payments already made. Any further claims by the Customer are expressly excluded.

5 Default of acceptance

5.1 If shipment or handover is delayed due to circumstances for which the Customer is responsible, the risk of accidental loss and accidental deterioration of the goods shall, notwithstanding clause 3.2, pass to the Customer on the day on which the delivery item is ready for collection or shipment and ACLARIS has notified the Customer thereof.

5.2 In the event of default of acceptance or a delay in delivery caused by the Customer, ACLARIS shall be entitled to charge storage costs amounting to 0.25% of the order amount (net price of the goods) per week or part thereof. This shall not affect the Customer's right to prove that ACLARIS's storage costs were lower. ACLARIS is entitled to claim additional and higher costs or damages (compensation).

6 Prices and payment

6.1 Unless otherwise agreed in writing in individual agreements, all prices are EXW, excluding transport, packaging, insurance and customs duties. Statutory VAT is not included in the prices and will be shown separately on the invoice at the applicable rate. Any transport, packaging and other costs are to be paid by the Customer and will be invoiced separately by ACLARIS. ACLARIS reserves the right to adjust prices, subject to prior notice, until the order is fulfilled, should a price increase be beyond its control, such as, in particular, those resulting from exchange rate fluctuations, foreign exchange regulations, increases in customs duties, taxes, storage costs, freight costs, transport charges, shipment costs, insurance premiums, significant increases in labour, material or production costs, as well as changes to the Customer's order regarding delivery times and quantities, and specifications requested by the Customer, etc.

6.2 Cash discounts may only be deducted if this has been agreed in writing on a case-by-case basis.

6.3 Unless a specific written agreement has been made, the invoice amount (without deduction) is due for payment within 30 days of the invoice date. The place of payment is the registered office of the ACLARIS branch in Rebstein SG.

6.4 Upon expiry of the agreed payment period, the Customer shall be in default without further reminder or notification from ACLARIS. From the date of default, the Customer shall pay default interest at a rate of 9% p.a. ACLARIS reserves the right to prove and claim higher damages resulting from the default. In the event of late payment, ACLARIS reserves the right to initiate debt collection proceedings without a reminder. Late payment releases ACLARIS from its obligation to deliver or to meet delivery dates for both previous and all future deliveries, without this giving rise to any claims for compensation by the Customer. In the event of late payment, ACLARIS is entitled to withdraw from the contract and reclaim the goods.

6.5 If the Customer is in default of payment of an invoice, all their liabilities towards ACLARIS shall become due immediately and without separate notification from ACLARIS; this also applies to the balance of any current account held for the Customer.

6.6 If, after conclusion of the contract, ACLARIS becomes aware of circumstances likely to significantly impair the Customer's creditworthiness or jeopardise the payment of claims that are due or not yet due, ACLARIS shall be entitled to make outstanding deliveries only against advance payment or adequate security. If the

Customer fails to comply with such a request within a reasonable period, ACLARIS shall be entitled to withdraw from the contract in whole or in part.

7 Retention of title

7.1 The delivered goods shall remain the property of ACLARIS (hereinafter «Goods subject to Retention of Title») until all claims of ACLARIS arising from the ongoing business relationship have been settled in full. This shall also apply if payments have been made against claims specifically designated by the Customer.

7.2 The retention of title governed by this Clause 7 is subject to the law of the country of destination to which the goods are to be delivered. If that law does not permit a retention of title but allows ACLARIS to reserve other rights in the goods, ACLARIS may exercise all such rights. The Customer undertakes to cooperate in all measures to secure credit and, in particular, to conclude any necessary supplementary agreements. The Customer authorises ACLARIS, at the Customer's expense, to register or note the retention of title in public registers or similar. Furthermore, the Customer undertakes to maintain the goods in good condition and to insure them against loss or damage until the purchase price has been paid in full.

7.3 In the event of late payment, a breach of the Customer's obligations under this Clause 7, or any other threat to ACLARIS's claims secured in accordance with the preceding paragraph arising from the Customer's sphere of risk, including a material deterioration in the Customer's financial circumstances (hereinafter «Event of Default»), the Customer shall be obliged to surrender the Goods subject to Retention of Title to ACLARIS upon first request.

7.4 The Customer is obliged to store the Goods subject to Retention of Title separately and to mark them in such a way that they can be identified and reclaimed, for example in the event of the Customer's bankruptcy or seizure of assets. If the goods are intended for a Customer whose registered office or place of business is in Switzerland, the Customer is obliged to mark the Goods subject to Retention of Title with «Property of ACLARIS GmbH – Rebstein Branch, Switzerland». The Customer is further obliged to inform the debt enforcement or bankruptcy office that the Goods subject to Retention of Title are not their property and therefore do not form part of their bankruptcy estate. The Customer is further obliged to do their utmost to prevent the goods from being seized.

7.5 Until an Event of Default occurs, the Customer is entitled to resell or use the Goods subject to Retention of Title in the ordinary course of business.

7.6 The Goods subject to Retention of Title may not be pledged to third parties or transferred as security until the secured claims have been paid in full. The Customer must notify ACLARIS immediately in writing if an application has been made to initiate debt enforcement proceedings (e.g. a petition for attachment, for the opening of bankruptcy proceedings, for a moratorium on debt enforcement, for an emergency moratorium or for proceedings with a similar effect) or in the event of third-party access (e.g. attachments) to the Goods subject to Retention of Title.

7.7 The retention of title extends to the full value of any products created through the processing, mixing or combining of the Goods subject to Retention of Title, with ACLARIS being deemed the manufacturer. If, in the event of processing, mixing or combining with third-party goods, the third party's right of ownership remains in force, ACLARIS shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods.

7.8 The Customer hereby assigns to ACLARIS, by way of security, all claims against third parties arising from the resale of the Goods subject to Retention of Title or the product, either in full or in an amount corresponding to ACLARIS's co-ownership share as set out in the preceding paragraph. ACLARIS accepts the assignment.

7.9 The Customer remains authorised to collect the assigned claims even after the assignment. ACLARIS's authority to collect the claims itself remains unaffected by this. ACLARIS undertakes, however, not to collect the claim as long as no Event of Default has occurred. Should such an event occur, however, ACLARIS may demand that the Customer disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment.

7.10 If the realisable value of the security exceeds ACLARIS's secured claims by more than 10%, ACLARIS shall, at the Customer's request, release security at ACLARIS's choice.

8 Notification of defects

8.1 The Customer must inspect the goods upon receipt and report any defects in writing without delay, i.e. within 10 days of receipt of the delivery, citing the delivery note details (invoice, order and batch numbers, etc.). If the Customer fails to do so, the delivery shall be deemed to have been approved, unless the defect was not apparent upon professional inspection (hereinafter «Hidden Defect»). Hidden Defects must be reported in writing immediately upon discovery; otherwise, the delivery shall be deemed to have been accepted, including with regard to these defects.

8.2 In the event of a complaint, ACLARIS is entitled to withhold outstanding deliveries until the complaint has been resolved.

8.3 Returns will only be accepted following prior agreement with written confirmation, provided the goods are in perfect condition and in their original packaging, and will be credited as a credit note for goods.

9 Warranty

9.1 All statutory rights relating to defects are expressly excluded to the extent permitted by law and replaced by the provisions set out in this clause 9. Any further warranty, in particular the statutory warranty rights, or liability for defects or damage of any kind, is fully and expressly excluded to the extent permitted by law. In particular, compensation for damage caused by a delay in delivery is also excluded.

Likewise, any liability for consequential damage or other damage that may arise directly or indirectly from the use or processing of goods sold is also fully and expressly excluded to the extent permitted by law. The exclusion of statutory warranty rights and liability under this clause 9 also applies expressly to goods delivered as a replacement for defective goods.

9.2 Subject to a notice of defects in accordance with clause 8 above, ACLARIS warrants that the goods conform to the applicable product specifications. Minor deviations in models, dimensions, colours, as well as those resulting from changes and improvements to bring the goods into line with the latest state of the art and to comply with legal requirements, are excluded from the warranty. Specific guarantees of quality must be expressly agreed individually in writing. Information in catalogues, data sheets, safety data sheets, etc. is non-binding.

9.3 In the event of a complaint, ACLARIS must be given the opportunity to inspect the goods in question. If the goods must be transported for the purpose of replacement, ACLARIS shall carry out this transport itself or through agents, unless otherwise agreed in writing with the Customer. The Customer shall not be entitled to reimbursement of transport costs for non-agreed transport, in so far as these exceed the amount that ACLARIS can prove it would have had to spend on collecting the goods itself.

9.4 Defects attributable to unsuitable or improper use, maintenance or handling of the delivered goods, faulty assembly or commissioning by the Customer or third parties, or to natural wear and tear, do not give rise to liability for material defects. Likewise, there shall be no liability for material defects if the Customer carries out alterations or repairs to the delivered goods without the prior written consent of ACLARIS.

9.5 In the event of a justified complaint, ACLARIS is entitled either to repair the defective goods, to make a replacement delivery or to refund the purchase price.

9.6 Claims for any defects shall become time-barred 24 months after delivery of the goods to the Customer, even if the defects are only discovered later. This shall also apply if the goods have been incorporated into a fixed or movable structure. A replacement delivery shall not result in an extension or a restart of the limitation period.

10 Limitation of liability

10.1 Any guarantee in the legal sense requires an express written agreement.

10.2 For goods from third-party suppliers, ACLARIS provides a warranty only within the scope of the warranties given by its suppliers. Any further claims, such as those relating to uses not specified in the product specifications, suitability for further processing, consequential damages, losses or costs associated with processing, etc., are fully and expressly excluded to the extent permitted by law.

10.3 In the event of statutory liability on the part of ACLARIS, the maximum amount shall be the purchase price of the goods subject to complaint. Claims for damages

arising from defects shall be governed exclusively by this Clause 10. Any further liability is otherwise excluded.

10.4 ACLARIS shall not be liable, on whatever legal grounds, for damage that has not occurred to the delivery item itself, such as damage resulting from loss of production, loss of orders, loss of profit, or for other direct or indirect damage or consequential damage. This limitation of liability shall not apply in cases of intent or gross negligence or where mandatory law precludes it.

10.5 The limitation of liability also applies to the personal liability of ACLARIS's employees, representatives and vicarious agents.

11 Product liability

Product liability insurance is the responsibility of the Customer. To the extent permitted by law, the Customer waives any claims against ACLARIS arising from product liability.

12 Confidentiality and Intellectual Property Rights

12.1 ACLARIS and the Customer agree to treat all documents, information, and materials received in connection with a contract—which are not publicly known or marked as confidential—as their own trade secrets, both during and after the termination of the contract; they further agree not to disseminate such materials unnecessarily within their organizations and not to make them available to third parties.

12.2 ACLARIS reserves the right of ownership and copyright to all offers and cost estimates it has submitted, as well as to drawings, illustrations, calculations, brochures, catalogues, models, tools, and all other documents made available to the Customer that are not publicly known or expressly marked as «confidential». The Customer may not make these documents and information available to third parties, disclose them, or reproduce them—either in their entirety or in part—without the express consent of ACLARIS. Upon request by ACLARIS, the Customer must return the documents in full to ACLARIS and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not result in the conclusion of a contract. This does not apply to the storage of data provided electronically for the purpose of standard data backup.

12.3 All intellectual property rights, copyrights, rights to technical documentation, software and database rights, rights to drawings, illustrations, models, samples, specifications, documentation, quotations, calculations, concepts, processes, methods and tools which ACLARIS held prior to the conclusion of the contract or which it has developed or is developing outside the specific contractual relationship (hereinafter collectively referred to as «Pre-existing Rights») shall remain exclusively with ACLARIS. In particular, the Customer shall not acquire any rights from ACLARIS in such Pre-existing Rights and shall not remove any proprietary notices;

furthermore, the Customer may use ACLARIS's Pre-existing Rights only to the extent necessary for resale or for use in accordance with the contract.

12.4 Insofar as the Customer provides ACLARIS with documents, data, software, specifications, intellectual property rights, trademarks or other materials, or instructs the use of third-party materials (hereinafter «Customer Materials»), all rights thereto shall remain with the Customer or the respective rights holders. The Customer grants ACLARIS a non-exclusive, royalty free, non-transferable right, for the duration and to the extent of the performance of the contract, to use, reproduce and edit the Customer Materials and to pass it on to auxiliary persons and subcontractors, insofar as this is necessary for the performance of the contract, quality assurance, documentation or legal defence. The Customer warrants to ACLARIS that ACLARIS's use of the Customer Materials does not infringe any third-party rights and that the Customer shall indemnify ACLARIS to the extent permitted by law.

12.5 Unless otherwise expressly agreed in writing in the individual contract, all work products, software components, source codes, interfaces, intellectual property rights, inventions, technical solutions, tools, drawings, documentation and improvements arising in connection with the contract shall remain the exclusive property of ACLARIS. This shall also apply where the Customer contributes to their creation, specifies requirements or bears all or part of the costs.

13 Data Protection

The processing of the Customer's personal data by ACLARIS in connection with the business relationship is governed by the provisions of the Privacy Policy, which is available at the following link:

<https://aclaris.com/datenschutzerklaerung/>

14 Final provisions

14.1 ACLARIS is entitled to amend these Terms and Conditions of Sale at any time. Amendments to these Terms and Conditions of Sale shall be notified to the Customer. If the Customer does not object in writing within a period of 30 days, the amendments shall be deemed to have been approved.

14.2 Additions and amendments to contracts concluded with ACLARIS, including these Terms and Conditions of Sale, must be in writing to be valid. For the purposes of compliance with the written form requirement, transmission by telecommunication, in particular by email, shall suffice.

14.3 These Terms and Conditions of Sale, or any rights and obligations arising therefrom, may only be assigned or transferred by the Customer to third parties with the prior written consent of ACLARIS. The set-off of any claims by ACLARIS against counterclaims by the Customer requires the prior written consent of ACLARIS.

14.4 Should ACLARIS fail to exercise rights arising from these Terms and Conditions of Sale or to insist on their exercise, this shall not be deemed a waiver of such rights.

14.5 These Terms and Conditions of Sale and all contracts concluded with ACLARIS shall be governed exclusively by Swiss substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 and Swiss conflict-of-laws rules.

14.6 Notwithstanding clause 14.4, the law of the country to which the ordered goods are to be delivered (the so-called country of destination, see clause 7.2) shall be declared applicable exclusively to the retention of title governed by clause 7.

14.7 The exclusive place of jurisdiction for all disputes and claims arising from or in connection with these Terms and Conditions of Sale and the contracts concluded between the Customer and ACLARIS is the registered office of the branch in 9445 Rebstein, Switzerland. ACLARIS is also entitled to bring proceedings against the Customer at the Customer's registered office.

14.8 Should any provision of a contract concluded with ACLARIS or of these Terms and Conditions of Sale be or become wholly or partially void or invalid, this shall not affect the validity of the remaining provisions. The void or invalid provision shall be replaced by a provision that is legally permissible and comes as close as possible to the original provision in both legal and economic terms. The same applies in the event of a loophole in these Terms and Conditions of Sale.

14.9 These Terms and Conditions of Sale are available in several languages (German and English). In the event of any discrepancy in interpretation or wording between the German and English versions of the Terms and Conditions of Sale, the German version shall prevail.

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