

General Terms and Conditions of Contracts, Delivery and Services of INTCO EUROPE GmbH

**in Business to Business
status March 2022**

1. Scope / General

1.1 These General Terms and Conditions of Contracts, Delivery and Services (**General T&Cs**) apply exclusively to companies within the meaning of Section 14 of the German Civil Code (BGB) i.e., natural persons or legal entities that purchase the goods or service for commercial or professional use.

1.2 The terms and conditions set forth below apply exclusively to our business relations with our customers, also with respect to information and advice. If our General T&Cs are introduced into the business with the Customer, they shall also apply to all further business relations between the Customer and us, unless otherwise expressly agreed.

Differing general terms and conditions of the buyer and/or ordering party, hereinafter referred to respectively as "**Customer(s)**", shall only apply if and insofar as we expressly acknowledge them; otherwise they shall be rejected. Our silence regarding such differing general terms and conditions shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.

Our General T&Cs apply in place of any General Terms and Conditions of the Customer, especially terms and conditions of purchase (**General T&Cs of Purchase**) of the Customer, even if, according to such Terms and Conditions of Purchase, acceptance of an order is deemed to be the unconditional acknowledgement of the Terms and Conditions of Purchase, or we deliver, after the Customer has indicated the validity of its General Terms and Conditions of Purchase, unless we have expressly waived the validity of our own General T&Cs vis-à-vis the Customer. Exclusion of the Customer's General Terms and Conditions shall also apply if the General Terms and Conditions do not contain a separate provision on individual regulatory points of our General T&Cs.

1.3 If framework contracts or other contracts have been concluded between us and our Customers, these shall take precedence. They shall be supplemented by these General T&Cs unless more specific provisions have been agreed.

1.4 If damage claims are specified below, this shall in the same way also mean claims for the reimbursement of expenses within the meaning of Section 284 of the German Civil Code (BGB).

2. Information / Advice / Properties of the products and services / Cooperation of the Customer

2.1 Information and explanations regarding our products and services provided by ourselves, our employees and/or our distributors shall be provided solely on the basis of our experience to date. Unless otherwise expressly agreed with the Customer, they do not constitute any agreements on properties or guarantees whatsoever in relation to our products. Unless otherwise expressly agreed with the Customer, values specified in this context shall be deemed average values of our products.

2.2 Product specifications agreed with the Customer *conclusively* determine the properties owed. Further properties of the delivery item or our service affected by this, such as suitability for the intended purpose notified by the Customer or customary properties of such products, are not owed.

2.3 Any information about our products and services, especially information in our quotations and brochures and on the internet and the illustrations, drawings, measurement, property or performance characteristics contained therein and other data, especially technical data or performance specifications, shall be – unless otherwise expressly agreed with the customer – deemed approximate average values. Data of our products without tolerances too, as included on our website or in our catalogues and/or brochures, are subject to production-related deviations and changes customary in the trade and/or industry, especially due to further developments in production technology and related materials.

2.4 If we provide instructions for use, these shall be drawn up with the care customary in the industry but do not release our Customer from the obligation to inspect the products carefully regarding their suitability for the purpose intended by the Customer. This shall also apply to information on our part regarding import,

export, customs and/or approval regulations. Unless otherwise agreed, the Customer shall in any case remain obliged to check on its own responsibility whether our products and/or services can be used for the purpose intended by the Customer.

2.5 We assume an obligation to provide advice only on the basis of an express, *separate* consultancy agreement.

2.6 We shall only be deemed to have given a no-fault guarantee if we have expressly designated a property and/or outcome of performance as "guaranteed by law".

2.7 We shall assume no liability that our products or services can be used and/or registered and/or marketed for the Customer's intended purpose, other than liability mandatory by law, unless we have expressly agreed otherwise with the Customer. The provision in para. 11 remains unaffected.

2.8 As a material obligation to cooperate, the Customer is obliged to provide us with all information and data required to perform in due time and in full and to perform all acts from the Customer's sphere in a timely manner and free of charge to enable us to provide our service according to the contract. This includes, in particular, the timely obtaining of any necessary official approvals for the performance and the timely notification to us of any approval requirements for the performance of the service in accordance with the contract.

3. Specimens / Documents and data provided / Samples / Estimate of cost

3.1 Properties of samples resp. specimens shall only become an integral part of the contract if this was *expressly* agreed. The Customer has *no* right to exploit and pass on samples.

Where goods are sold by us to the Customer based on a sample or demonstration specimens, deviations herefrom in the goods supplied shall be admissible and shall not entitle the Customer to make complaints and claims against us, unless otherwise expressly agreed, if they do not have a sustained impact on the usually intended use of the delivered goods and the delivered goods comply with any specifications agreed.

3.2 We shall retain all title and copyright to samples, illustrations, images, photos, drawings, data, estimates of cost and other documents about our products and services disclosed or provided to the Customer. The Customer undertakes not to make the samples, data, photos and/or documents specified in the above sentence available to third parties unless we give our express consent. However, the Customer shall remain entitled to pass on samples to his Customers for sampling purposes. The Customer warrants that Customer as well as his Customers and Distributors will not dismantle or dissect the Products or counterfeit the Products. The Customer shall return them to us immediately on request if an order based on them has not been placed with us. This shall also apply if entitlement to retain the above-mentioned items and/or data is not otherwise contractually stipulated in favour of the Customer.

The stipulations in sentences 1 and 2 shall apply accordingly to the Customer's documents, drawings or data. We may, however, make them available to such third parties, to whom we are permitted to transfer deliveries and/or services under the contract with the Customer or whom we use as vicarious agents or suppliers.

3.3 Our estimates of cost shall only be binding when they are expressly designated as binding by us, and the performance included therein begins immediately after receipt of the estimate of cost by the Customer on a contractual basis.

4. Conclusion of contracts / Obligation to perform / Scope of delivery and service / Software / Procurement risk and guarantee

4.1 Our quotations are subject to change, unless they are expressly designated as "binding" or expressly contain binding commitments or their binding nature was otherwise expressly agreed with the Customer. They are requests for purchase orders by the Customer and are not binding quotations on our part.

In the event of a positive entry of the Customer in official embargo directories or violations of relevant embargo provisions by the Customer, we shall be entitled to terminate the contract initiation without liability and to withdraw without liability from the part of the contract that has not yet been fulfilled.

The Customer shall be bound by its purchase order as a contract application for 14 calendar days - in the case of electronic purchase orders 5 working days (in each case at our registered office) - after our receipt of the purchase order, unless the Customer must also regularly expect later acceptance by us (Section 147 of the German Civil Code (BGB)). This shall also apply to reorders of the Customer.

4.2 A contract is created - also in day-to-day business - only when we confirm the Customer's purchase order by order confirmation in writing or text form (i.e. also by telefax or email). An order confirmation shall only apply subject to the provision that payment arrears of the Customer still outstanding are settled and that any credit assessment of the Customer undertaken by us or on our behalf does not disclose any negative information.

The order confirmation is only valid under the condition that outstanding payment arrears of the Customer are settled and that a credit check of the Customer carried out by us and a possible check of a negative export control entry in a relevant embargo list carried out by us remains without negative information.

4.3 In the event of call-off orders or acceptance delays caused by the Customer, we shall have the right to procure the material for the entire order and to manufacture the total order quantity of agreed delivery items immediately resp. to stock up with the total order quantity. After the order is placed, any change requests by the Customer can, therefore, no longer be considered unless this has been expressly agreed by us.

4.4 The Customer must notify us in writing or text form in due time prior to conclusion of the contract of any special requirements of our products. Such notification shall not, however, extend our contractual obligations and liability.

Unless otherwise expressly agreed, we shall only be obliged to supply the ordered products as goods which are marketable and eligible for approval in the Federal Republic of Germany.

4.5 Notwithstanding Section 434 of the German Civil Code (BGB), the delivery item supplied by us shall be free of material defects if it has the properties agreed in the contractual specification or, in the absence thereof, the properties listed by us in our general technical data sheet for the product at the time of conclusion of the contract. Section 434 (2) No. 3 as well as (3) No. 4 (accessories and instructions) and 434 (3) No. 2 b) (properties from public statements and advertising) as well as Section 434 (3) last paragraph (non-binding of the seller to public statements) of the German Civil Code (BGB) shall remain unaffected. Further properties of the delivery item, in particular (i) the usual properties that the buyer can expect for items of this type, (ii) the suitability required under the contract, (iii) suitability for normal use, (iv) the properties of a sample or specimen shall not be owed by us in the absence of an express agreement to the contrary.

4.6 *We shall only be obliged to deliver from our own stock (obligation to deliver from stock).*

4.7 **The assumption of a no-fault procurement risk equivalent to a guarantee within the meaning of Section 276 of the German Civil Code (BGB) or a procurement guarantee is not based solely on our obligation to deliver an item which is defined solely by its class.**

4.8 *We shall assume such a procurement risk within the meaning of Section 276 German Civil Code (BGB) only by virtue of an express, separate agreement stating "we assume the procurement risk..."*

4.9 If there is a delay in acceptance of the products or in their shipment or the acceptance of our service for a reason for which the Customer is responsible, we shall have the right, after the setting and expiry of a grace period of 14 days, at our option to obtain immediate payment of the remuneration, or to rescind the contract or refuse performance and claim damages in lieu of full performance. The period must be set in writing or text form. We do not have to refer again in this to the rights under this clause.

In the event of our requesting damages as stipulated above, the damages to be paid shall amount to 20 % of the net delivery price in the case of purchase contracts or 20 % of the agreed net remuneration in the case of service contracts. The right is reserved for the Customer to prove substantially lower damage (more than 10

% lower). There is no connection between the reversal of the burden of proof and the foregoing provisions.

4.10 If shipment is delayed at the Customer's request or for reasons, for which the Customer is responsible, we shall have the right to store the goods, beginning upon expiry of the reasonable period set in writing or text form in the notice that the goods are ready for shipment, at the Customer's risk of loss and deterioration of the goods, and to invoice the costs incurred as a result of this at 0.5 % of the net remuneration of the stored goods for each full week or part thereof. The stored goods shall be insured only at the Customer's specific request and the fees incurred shall be borne by the Customer. This shall not affect the assertion of further rights. The right is reserved for the Customer to prove that substantially lower costs (more than 10 % lower) have been incurred.

Furthermore, we shall have the right, after the above period according to sentence 1 of para. 4.9 expires, to dispose otherwise of the goods covered by the contract and to make a new delivery to the Customer after a reasonable period (= original delivery period plus 14 calendar days scheduling period).

4.11 If a delivery order or call-off for delivery is delayed by the Customer, we shall have the right to postpone the delivery by the same period as the Customer is behind schedule plus a scheduling period of 4 working days at the place of our registered office. If a call-off purchase is concluded, the individual calls of the Customer must be received by us at least 6 weeks before the desired delivery date, insofar as a shorter call or delivery period has not been expressly agreed. Unless otherwise expressly agreed, the Customer shall be obliged to accept the purchased goods in full within six months of receipt of the order confirmation. If the call-offs are not made in due time, we shall have the right to send a reminder about the call-offs and their planning and to set a grace period for making call-offs and planning of 14 calendar days, which must provide for acceptance within 4 weeks of receipt of our request. If the period expires without effect, we shall have the right to rescind the contract or to claim damages in lieu of performance. We do not have to refer again in this to the rights under this clause. Para. 4.9 (2) shall apply mutatis mutandis.

4.12 Unless otherwise expressly agreed in writing or text form or if we are subject to different statutory regulations, we shall owe user information for our products and a product label only in German or, at our option, in English.

4.13 We reserve the right to change the specification of the goods if legal requirements make this necessary insofar as such change does not cause any deterioration in terms of quality and usability for the customary purpose, and if suitability for a specific purpose has been agreed, for that purpose and the overall character of our performance obligation does not change.

4.14 We shall have the right to make excess or short deliveries of up to 5 % of the agreed delivery quantity.

4.15 Furthermore, we shall have the right to supply products with deviations customary in the trade in terms of quality, dimension, weight, colour and equipment. Such goods shall be deemed to comply with the contract.

4.16 If the delivery item contains software or consists of software, the Customer shall only receive a simple irrevocable, non-exclusive right of use for the purpose of using the delivery item or the software. The Customer shall be entitled to further license this right of use, but exclusively for the purpose of the intended use of the delivery item, if it sells or transfers the delivery item to third parties.

4.17 If the delivery item contains software, the Customer shall not be entitled to receive the source code of the software in the absence of an express agreement to the contrary. In the case we declare that we are prepared to provide maintenance and/or troubleshooting of the software at customary commercial conditions in the event that this is necessary, the Customer shall be entitled to be provided with the source code, but exclusively for the purpose of maintenance and error correction.

4.18 If the delivery item contains software, the Customer shall not be entitled to reengineer the software as long as we agree to remedy defects or to maintain the delivery item at standard market conditions.

4.19 We do not accept any penalties and contractual penalties, in particular in general terms and conditions of purchase and codes of conduct, unless a separate explicit agreement is made in this respect.

4.20 We do not accept any indemnification obligation imposed on us by the customer, in particular not in general terms

and conditions of purchase and codes of conduct, unless a separate explicit agreement is made in this respect.

5. Delivery / Place of performance / Delivery time / Default in delivery / Packaging

5.1 Binding delivery dates and periods must be expressly agreed. We shall endeavour to meet delivery dates and periods that are not binding or approximate (circa, about etc.) to the best of our ability.

5.2 Delivery and/or service periods shall begin with the Customer's receipt of our order confirmation, in the absence of such 3 working days at our registered office after our receipt of the purchase order from the Customer and acceptance of the same by us but not before all details about the execution of the order have been clarified and all other requirements to be fulfilled by the Customer are met, in particular advance payments or securities agreed and cooperation required are made resp. provided in full insofar as these are not to be provided after commencement of the delivery process. This shall apply accordingly to delivery dates and service dates. If the Customer requests changes after placing the order, a new, reasonable delivery and/or service period shall begin when we confirm the change. Reasonable means a delivery period which corresponds to the originally remaining delivery period plus the period of change negotiations and a scheduling period of 14 calendar days.

5.3 Deliveries may be made and/or services provided prior to expiry of the delivery/service time. The date of delivery in the case of obligations to be performed at our place of business shall be deemed the date on which the goods are reported ready for shipment, otherwise the date on which the products are shipped, in the case of obligations to be performed at the Customer's place of business, the date of delivery at the agreed place of delivery.

We have the right to make partial deliveries within the delivery period if the partial delivery can be used by the Customer within the scope of the intended use under the contract, the delivery of the remaining ordered goods is assured and the Customer incurs no significant additional expenditure or additional costs as a result, unless we agree to assume such costs. Additional expenditure is significant if it exceeds 5 % of the net remuneration for the performance owed under the contract.

5.4 If we default in delivery, the Customer must first set us a reasonable grace period for performance of at least 14 calendar days. If this elapses without effect, claims for damages for breach of duty, for whatever reason, shall exist only as stipulated in para. 11.

5.5 We shall not be in default as long as the Customer is in default in fulfilling obligations towards ourselves, also such obligations under other contracts.

5.6 We shall not be obliged to deliver as long as the means of transport to be provided by the Customer is not available, unless we have undertaken to provide the means of transport, or it has been agreed that the obligation is to be performed at the Customer's place of business. However, in this case we shall have the right, where the shipping order or call-off order can be carried out, to carry out the delivery by our own means of transport or hired means of transport. In this case, the goods shall be transported at the Customer's risk.

When unloading and retrieving goods, the Customer shall assist our personnel if this is necessary and the Customer can be expected to do so technically and logistically. The unloading of the goods is the responsibility of the Customer in the event of an agreed obligation to deliver and shall be at the Customer's expense.

5.7 If no collection date, which we have confirmed or have to confirm for it to be binding, is specified when the purchase order is placed resp. acceptance does not take place on the agreed collection date, we shall at our option ship the goods covered by the contract with a carrier instructed by us or we shall store the goods covered by the contract at the Customer's expense. We shall invoice the Customer additionally for packaging, transport and insurance costs incurred (the latter if transport insurance was agreed) when the goods are shipped.

In the absence of any other agreement, we shall only take back packaging on the basis of and to the extent of legal obligations.

5.8 If the goods are stored, the Customer shall pay a lump sum for storage of 0.5 % of the net remuneration each week for the stored goods. The right is reserved for the Customer to prove that substantially lower costs (more than 10 % lower) have been incurred.

6. Force majeure / Self-delivery

6.1 If we do not receive deliveries or services from our sub-contractors for us to provide a delivery or service which is owed by us under the contract, despite proper and adequate stocking prior to conclusion of the contract with the Customer in terms of quantity and quality under our delivery or service agreement with the Customer i.e. in such a way that, upon fulfilment of the supplier obligation towards ourselves, we can fulfil the contract with the Customer according to the nature of the goods, quantity of the goods and delivery time and/or service (congruent stocking) or they are incorrect or not in due time for reasons for which we are not responsible or events of force majeure occur of significant duration (i.e. of longer than 14 calendar days), we shall notify our Customer immediately in writing or text form. In such case, we shall have the right to postpone the delivery for the duration of the obstruction or to rescind the contract in whole or in part for the part not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a procurement risk within the meaning of Section 276 of the German Civil Code (BGB) or a guarantee of delivery. Events of force majeure are pandemics (including COVID-19 pandemic), epidemics, strikes, lock-outs, official intervention, energy shortages and shortages of raw materials, transport bottlenecks or obstructions through no fault of our own, in particular general curfews and/or contact bans, as well as company obstructions through no fault of our own, e.g. due to fire, water and damage to machinery, and any other obstructions which, when considered objectively, were not culpably caused by us. With the aforementioned exemption from performance, our obligation to pay damages and/or penalties due to a delay in delivery/service shall also cease to apply.

6.2 If a delivery date or a delivery period is agreed with binding force and the agreed delivery date or the agreed delivery period is exceeded due to events according to para. 6.1, the Customer shall have the right, after a grace period of 14 calendar days has elapsed without effect, to rescind the contract for the part not yet fulfilled. The Customer shall have no further claims, especially claims for damages, in such case.

6.3 The above provision pursuant to para. 6.2 shall apply mutatis mutandis if, for the reasons stated in para. 6.1, also without contractual agreement of a fixed delivery date, the Customer cannot be objectively expected to adhere further to the contract.

7. Shipment / Passing of risk / Acceptance

7.1 Unless otherwise expressly agreed between the customer and us, delivery shall be made ex works Incoterms 2020. In the case of an obligation to be performed at our place of business and an obligation to be performed at our place of business where we must dispatch the goods, the goods shall be transported at the Customer's risk and expense, unless otherwise expressly agreed uninsured.

7.2 Unless otherwise agreed, we reserve the right to choose the route and means of transport where shipment is agreed. We shall, however, endeavour to take the Customer's wishes into account with respect to the route and type of shipment without, however, the Customer having a right to this. Any additional costs as a result, also where delivery freight paid is agreed, shall, like the transport and insurance costs, be borne by the Customer. If the shipment to the port of destination agreed between the customer and us is not possible for reasons for which we are not responsible, we are entitled, after prior notification, to deliver at our reasonable discretion (Section 315 of the German Civil Code (BGB)) to another port no more than 300 kilometers away, or by land. The resulting additional costs shall be borne by the customer. The above right to change performance and the obligation to bear the costs shall not apply if we have not assumed a delivery guarantee or, in the case of an agreed debt to be discharged at the place of performance, a procurement risk equivalent to a guarantee in accordance with Section 276 of the German Civil Code (BGB).

If shipment is delayed at the Customer's request or through the Customer's fault with respect to the agreed date, we shall store the goods at the Customer's expense and risk. Para. 5.8 (2) shall apply mutatis mutandis in this respect. In such case, notice that the goods are ready for shipment shall be equivalent to shipment.

7.3 The risk of accidental loss or accidental deterioration shall pass to the Customer, where it has been agreed that the obligation is to be performed at our place of business, upon the products to be delivered being handed over to the Customer, where it has been agreed that the obligation is to be performed at our place of business where we must dispatch the goods, upon the goods being handed over to the freight forwarder, carrier or firms otherwise entrusted with the shipment but at the latest when the goods leave

our works, our warehouse, our branch or the manufacturer's works. The foregoing shall also apply if an agreed partial delivery is carried out. Where it has been agreed that the obligation is to be performed at the Customer's place of business, the risk shall pass upon the goods being made available for unloading at the agreed place of delivery.

7.4 If a shipment is delayed because we assert our right of retention due to the Customer's default in payment in whole or in part or due to another reason, for which the Customer is responsible, the risk shall pass to the Customer at the latest as of the date on which the notification is sent to the Customer stating that the delivery is ready for shipment and/or the service is ready to be performed.

7.5 If a work performance has been agreed, the customer undertakes to accept it immediately after we have notified him that it is ready for acceptance. If the Customer uses the work performance commercially for longer than 14 calendar days outside of an agreed functional test, it shall be deemed to have been accepted. The refusal of acceptance due to insignificant defects (= defects which do not affect the technical function of the product owed) is excluded.

8. Notice of defects / Breach of duty in the form of defective performance due to material defects (warranty)

8.1 The Customer must give us notice in writing or text form of recognisable material defects or defects of title immediately but at the latest 8 calendar days after collection, in the case of delivery ex works or place of storage, otherwise after delivery, hidden material defects and/or defects of title immediately after they are detected but the latter at the latest within the period of limitation in respect of warranty pursuant to para. 8.6. A notice of defects that fails to comply with requirements of time or form shall exclude any claim by the Customer for breach of duty due to material defects and/or defects of title. This shall not apply in the case of a fraudulent, grossly negligent or an intentional act on our part, in the event of injury to life, limb or health or the assumption of a guarantee for the absence of defects or a procurement risk pursuant to Section 276 of the German Civil Code (BGB) within the meaning of para. 4.6 or other mandatory statutory basis for liability and in the event of right of recourse in the supply chain (Section 478, 445a of the German Civil Code (BGB)).

8.2 The delivering transport operator must also be notified of material defects recognisable upon delivery, and the recording of defects in written or text form by the transport operator must be arranged on site by the Customer. Failure to arrange for the notice of defects to be recorded vis-à-vis the delivering transport operator in compliance with requirements of time or form shall exclude any claim by the Customer for breach of duty due to material defects. Para 8.1 sentence 3 shall apply accordingly

If defects in number and weight were already recognisable upon delivery according to the foregoing obligations to inspect, the Customer must make a complaint about these defects to the delivering transport operator upon receipt of the goods and have the complaint certified in writing or text form. Failure to give notice of defects in due time to the transport operator or failure by the transport operator to certify this in proper form shall also exclude any claim in this respect by the Customer for breach of duty due to material defects. This shall not apply in the case of a fraudulent, grossly negligent or an intentional act on our part, in the event of injury to life, limb or health or the assumption of a guarantee for the absence of defects, the assumption of a procurement risk pursuant to Section 276 of the German Civil Code (BGB) within the meaning of para. 4.6 or in the case of liability for a mandatory statutory basis for liability and in the event of right of recourse in the supply chain (Section 478 of the German Civil Code (BGB)).

8.3 When processing, treating, combining or mixing with other items begins, the products delivered shall be deemed approved by the Customer according to the contract. The same shall apply in the event of onward shipment from the original place of destination, insofar as this does not correspond to the usual use of the delivered goods.

Before any of the above activities begin or the products delivered by us are otherwise used, the Customer shall be responsible for clarifying, through inspections that are appropriate in terms of method and scope, whether the delivered products are suitable for the purposes intended by the Customer.

8.4 **The Customer must give notice in writing immediately of other breach of duty on our part, setting a reasonable period for remedy in writing or text form, before asserting further rights.**

otherwise this shall cause the Customer to forfeit the rights resulting therefrom. This shall not apply in the case of a fraudulent, grossly negligent or an intentional act on our part, in the event of injury to life, limb or health or the assumption of a guarantee or a procurement risk according to Section 276 of the German Civil Code (BGB) within the meaning of para. 4.6 or in the case of a mandatory statutory basis for liability.

8.5 We shall remedy defects for which the Customer is responsible and unjustified complaints at the Customer's expense, insofar as the Customer is a registered trader within the meaning of the German Commercial Code, without the Customer having to issue a separate order.

8.6 The period of limitation for claims arising from breach of duty due to defective performance in the form of material defects (warranty claims) is 12 months, unless otherwise expressly agreed, calculated from the date the risk passes (see para. 7.3/7.5), in the case of the Customer's refusal of receipt or acceptance, from the date of our notice that the goods are ready for collection. This shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk pursuant to Section 276 of the German Civil Code (BGB) within the meaning of para. 4.6, claims for injury to life, limb or health, a fraudulent, grossly negligent or an intentional act on our part or if in the cases of Section 478 of the German Civil Code (BGB) (recourse in the supply chain), Section 438 (1) No 2 (construction of buildings and delivery of objects for buildings) and Section 634a (1) No 2 of the German Civil Code (BGB) (building defects) or as far as otherwise a longer period of limitation is mandatory by law. There is no connection between the reversal of the burden of proof and the foregoing provision.

8.7 If the Customer or a third party rectifies the products supplied by us incorrectly and the defect is based on this, we shall not be liable for the resulting consequences. This shall also apply to changes in the delivery item undertaken without our prior consent.

8.8 Further claims by the Customer for or in connection with defects or consequential damages caused by a defect, for whatever reason, shall exist only subject to the provisions of para. 11.

8.9 Our warranty (*claims arising from breach of duty due to defective performance in the case of material defects*) and liability arising therefrom shall be excluded if defects and damages connected therewith cannot be proved to be due to defective material, defective design, defective execution or defective manufacturing materials or, if owed, defective or non-existent instructions for use and/or as far as owed assembly instructions. Warranty and liability arising therefrom due to breach of duty for defective performance in particular shall be excluded with respect to the consequences of incorrect use of the delivery item, inappropriate storage conditions of the same, and the consequences of chemical, electromagnetic, mechanical or electrolytic influences on the delivery item that do not correspond with influences provided for, which are inherent in the contract. The above shall not apply in the case of a fraudulent, grossly negligent or an intentional act on our part or injury to life, limb or health, the assumption of a guarantee, a procurement risk pursuant to Section 276 of the German Civil Code (BGB) within the meaning of para. 4.6 or liability according to a mandatory statutory basis for liability.

Any warranty and liability shall be excluded if the Customer does not comply with the technical regulations or instructions for use specified by us according to the contract concluded or our technical regulations or instructions for use specified in this respect if the defect is based on this.

8.10 Claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the delivery item has subsequently been taken to a place other than the Customer's place of delivery, unless the transfer is in accordance with its intended use. Section 439 para. 3 of the German Civil Code (BGB) (bearing of installation and removal costs for defective products by the seller) remains unaffected.

8.11 Claims based on defects shall not exist in the case of only an insignificant (i.e. hardly visible/perceptible) deviation from the agreed or customary quality or usability.

8.12 We give no warranty according to Section 478 of the German Civil Code (BGB) (recourse in the supply chain - recourse against suppliers) if the Customer has treated or processed or otherwise changed the products supplied by us under the contract, unless this corresponds to the intended use of the products agreed under the contract.

9. Prices / Payment terms / Objection of uncertainty

9.1 Unless otherwise expressly agreed, all prices are quoted in EUROS net, excluding packaging, sea or air freight packaging, freight, postage and, if transport insurance was agreed, plus insurance costs, plus value added tax (if applicable by law) to be borne by the Customer at the respective legally valid rate when payment is due, plus, any country-specific charges in the case of delivery to countries other than the Federal Republic of Germany, and plus customs duties and other fees and public charges for the delivery/service.

Cash discount deduction is only permissible after express agreement of the Customer with us and only in terms of content within the scope of the cash discount agreement.

Repair costs are due for payment immediately after completion of the repair and receipt of the notification of this by the Customer.

9.2 Payment methods other than cash payment or bank transfer or payment in EURO shall require separate, express agreement between ourselves and the Customer; this shall apply in particular to the issue of cheques and bills of exchange.

9.3 If taxes or charges are incurred by the Customer or ourselves on the performance provided by us (withholding tax), the Customer shall indemnify us against such taxes and charges.

9.4 If the Customer pays in a currency other than EUROS, payment shall only be satisfied when the foreign currency payment corresponds to the agreed EURO amount on the date of receipt of payment.

9.5 Services that are not an integral part of the agreed scope of delivery shall, unless otherwise agreed, be performed by us on the basis of our respectively valid general price lists for such services. If the Customer's special requests regarding the type of delivery, delivery route or packaging are taken into account, the associated costs shall be borne by the Customer.

9.6 We shall have the right to unilaterally increase the remuneration accordingly where material production costs and/or material costs and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental charges and/or currency regulations and/or changes in customs duties and/or freight rates and/or public charges increase if these have a direct or indirect impact on the manufacturing costs of the goods or procurement costs or costs of our contractually agreed deliveries and/or services and if more than 4 months elapse between conclusion of the contract and delivery. An increase as defined above shall be excluded if the increase in costs for individual or all of the above-mentioned factors is set off by a reduction in costs for other of the mentioned factors in relation to the overall cost burden for the delivery (balancing). If the above-mentioned cost factors are reduced, without the reduction in costs being set off by the increase in other of the above-mentioned cost factors, the reduction in costs shall be passed on to the Customer through a price reduction.

If the new price based on our right to adjust prices as stated above is 20 % or higher than the original price, the Customer shall have the right to rescind contracts not yet fulfilled in full for the part not yet fulfilled. The Customer can, however, assert this right only immediately after notification of the increased price.

9.7 If, according to the contract, we bear the freight charges by way of exception, the Customer shall bear the additional costs arising from increases in freight rates after the contract was concluded.

9.8 Payment periods agreed shall run from the date of delivery.

9.9 Once in default, default interest of 9 % above the respective base interest rate (Section 247 of the German Civil Code (BGB)) when the claim for payment falls due shall be charged. We reserve the right to assert damage in excess of this.

9.10 Where a bank transfer is agreed, the date payment is received by us or credited to our account resp. the account of the place of payment specified by us shall be deemed the payment date.

9.11 *The Customer's default in payment shall cause all claims for payment under the business relationship with the Customer to become due immediately. Regardless of agreements to defer payments, agreements on the term of bills of exchange and on*

payment by instalment, all the Customer's liabilities due to us shall in this case be due for payment immediately.

9.12 If payment terms are not met by the customer or circumstances known or recognisable that, in our proper commercial judgment, give rise to justified doubts as to the Customer's creditworthiness, also including such facts which existed when the contract was concluded but which were not known to us or did not have to be known to us, we shall have the right, notwithstanding further legal rights in such cases, to stop further work on current orders or stop the delivery and to obtain advance payments or provision of a bank guarantee issued by a German credit institution participating in the Deposit Protection Fund for deliveries still outstanding, and, after expiry of a reasonable grace period for providing such securities without effect, to rescind the contract with respect to the part not yet fulfilled, irrespective of other legal rights. The Customer shall be obliged to reimburse us for all damages incurred by the non-execution of the contract.

9.13 The Customer shall have a right of retention or set-off only with respect to those counterclaims that are not disputed or have been recognised by declaratory judgment. This shall apply mutatis mutandis if the counterclaim for set-off is in the synallagma (i.e., in the relationship of reciprocity between two performances in the contract concluded with us) with our claim and is based on the breach of a principal obligation from the contractual relationship.

9.14 The Customer can exercise a right of retention only if its counterclaim is based on the same contractual relationship.

9.15 Incoming payments shall first be used to repay the costs, then the interest and finally the principal claims according to age.

Any determination to the contrary by the Customer when making payment shall be disregarded.

9.16 Timeliness of payment, by whatever means it is made, shall be determined solely by the date on which it is credited to our account. The value date shall be decisive for cheque payments. Payments by the Customer must be made in our favour, all postage and charges paid.

10. Retention of title / Attachment

10.1 We retain title to all goods delivered by us (hereinafter referred to as a whole as "**Goods Subject to Retention of Title**") until all our claims under the business relationship with the Customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in our favour when any or all claims are incorporated by us in a current account and the balance has been established.

10.2 The Customer shall insure the Goods Subject to Retention of adequately, in particular against fire and theft. Claims against the insurance arising from an event of damage relating to Goods Subject to Retention of Title are herewith already assigned to us in the amount of the value of the Goods Subject to Retention of Title.

10.3 The Customer shall have the right to resell the delivered goods in the normal course of business. The Customer is not permitted to make other disposals, especially pledging or granting of equitable lien. If Goods Subject to Retention of Title are not paid for immediately by a third-party buyer when resold, the Customer shall be obliged to resell only under retention of title. The right to resell Goods Subject to Retention of Title shall cease to apply at once if the Customer suspends its payment or defaults in payment to us.

10.4 The Customer herewith already assigns to us all claims including securities and ancillary rights that accrue to the Customer against the end user or third parties from or in connection with the resale of Goods Subject to Retention of Title. The Customer may not reach an agreement with its Customers that excludes or prejudices our rights in any way or nullifies the assignment of the claim in advance. If Goods Subject to Retention of Title are sold with other items, the claim against the third-party customer in the amount of the delivery price agreed between ourselves and the Customer shall be deemed assigned unless the amounts applicable to the individual goods can be determined from the invoice.

10.5 The Customer shall continue to have the right to collect the claim assigned to us until revoked by us, this revocation being admissible at any time. At our request, the Customer shall be obliged to provide us in full immediately with the information and documents required to collect assigned claims and, unless we do so ourselves, notify its customers immediately of the assignment to us.

10.6 If the Customer incorporates claims from the resale of Goods Subject to Retention of Title in a current account relationship with its customers, the Customer shall herewith already assign to us any recognised closing balance resulting in its favour in the amount which corresponds to the total amount of the claim from the resale of our Goods Subject to Retention of Title due in the normal course of business.

10.7 The Customer must notify us immediately if the Customer has already assigned claims to third parties arising from the resale of products delivered or to be delivered by us, especially due to real or unreal factoring, or has made other agreements which can prejudice our current or future security interests pursuant to para. 10. In the case of unreal factoring, we shall have the right to rescind the contract and obtain the surrender of products already delivered. This shall also apply to real factoring if, according to the contract with the factor, the Customer cannot freely dispose of the purchase price of the claim.

10.8 In the event of conduct in breach of the contract through the Customer's fault, especially in the case of default in payment, we shall have the right, after rescinding the contract, to take back all Goods Subject to Retention of Title. The Customer shall be obliged in this case to surrender the Goods Subject to Retention of Title at once. We may at any time during normal business hours enter the Customer's business premises to determine the stock of the goods delivered by us. Taking back Goods Subject to Retention of Title shall constitute a rescission of the contract only if we expressly declare this in writing or this is provided for by mandatory statutory provisions. The Customer must notify us immediately in writing of any third-party seizure of Goods Subject to Retention of Title or claim assigned to us.

10.9 If the value of the securities existing for us according to the foregoing provisions exceeds the secured claims as a whole by more than 10 %, we shall be obliged, at the Customer's request, to release securities at our option.

10.10 Goods Subject to Retention of Title shall be treated and processed for us as manufacturer but without obligation on our part. If Goods Subject to Retention of Title are processed or combined inseparably with other items that do not belong to us, we shall acquire co-ownership in the new item in the ratio of the net invoice amount for our goods to the net invoice amounts for the other processed or combined items. If our goods are combined with other movable items into a uniform item that is deemed the principal item, the Customer shall already now transfer co-ownership thereof to us in the same ratio. The Customer shall maintain ownership or co-ownership free of charge for us. Rights of co-ownership accordingly arising shall be deemed Goods Subject to Retention of Title. The Customer shall be obliged at any time at our request to provide us with the information required to pursue our ownership or co-ownership rights.

10.11 If, in the case of deliveries to the Customer or agreed delivery place abroad, specific measures and/or declarations are required on the part of the Customer in the importing country in order for the above-mentioned retention of title or the other rights on our part indicated there to take effect, the Customer shall notify us of this in writing or text form immediately after conclusion of the contract and shall take such measures and/or make such declarations immediately at its expense. We shall cooperate on this to the required extent. If the law of the importing country does not allow retention of title but allows us to reserve other rights to the delivery item, we can exercise all rights of this nature at our reasonably exercised discretion (Section 315 of the German Civil Code (BGB)). If equivalent security for our claims against the Customer is not achieved by this, the Customer shall be obliged at its expense to provide us with a payment guarantee issued by a German credit institution affiliated to the Credit Security Fund under exclusion of advance action and deposit in accordance with German law and with place of jurisdiction in the Federal Republic of Germany (Section 315 of the German Civil Code (BGB)).

10.12 In the event of attachment or other intervention by third parties, the Customer must notify us immediately in writing to enable us to bring an action pursuant to Section 771 ZPO [German Code of Civil Procedure]. If the third party is not in a position to reimburse us for the judicial and extra-judicial costs of an action pursuant to Section 771 ZPO, the Customer shall be liable to us for the loss incurred by us.

11. Exclusion / Limitation of liability

11.1 Subject to the exceptions specified below, we shall *not* be liable in the case of breach of duty arising from the obligation with the Customer, in particular not for claims by the Customer for damages or reimbursement of expenses, for whatever legal reason.

11.2 The above exclusion of liability pursuant to para. 11.1 shall not apply:

- in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents; in the case of violation of material contractual obligations; "*material contractual obligations*" are obligations, the fulfilment of which defines the contract and on which the Customer may rely;
- in the event of injury to life, limb and health, also by legal representatives or vicarious agents during their direct performance of contractual obligation(s) of us;
- where we have assumed a guarantee for the quality of our goods or the existence of an outcome of performance or a procurement risk according to Section 276 of the German Civil Code (BGB) within the meaning of para. 4.6;
- in the case of liability under the *Produkthaftungsgesetz* [German Product Liability Act] or other mandatory statutory basis for liability.

11.3 If we or our vicarious agents are responsible only for ordinary negligence and none of the cases specified in bullet points 2-4 of para. 11.2 above exists, we shall be liable, in the case of violation of material contractual obligations as well, only for damage typical for the contract and for foreseeable damage.

11.4 Exclusion resp. limitation of liability pursuant to para. 11.1 to 11.3 above and para. 11.5 shall apply to the same extent for the benefit of our bodies, our executive and non-executive employees and other vicarious agents as well as our sub-contractors.

11.5 Claims by the Customer for damages arising from this contractual relationship can only be asserted within a preclusion period of one year as of commencement of the statutory period of limitation. This shall not apply, if we are responsible for intent or gross negligence, in the case of ordinary negligence if we have violated a material contractual obligation and in the case of claims due to injury to life, limb or health and in the case of a claim based on a tortious act or an express, assumed guarantee or the assumption of a procurement risk according to Section 276 of the German Civil Code (BGB) within the meaning of para. 4.6 or where a longer period of limitation is mandatory by law.

11.6 There is no connection between the reversal of the burden of proof and the foregoing provisions.

12. Place of performance / Place of jurisdiction / Applicable Law

12.1 Place of performance for all contractual obligations is our company's registered office except in the case of the assumption of an obligation to be performed at the Customer's place of business or other agreement.

12.2 Any disputes shall be settled, if the Customer is a trader within the meaning of the Handelsgesetzbuch [German Commercial Code], exclusively before a competent court of law at the location of our company's registered office. For the avoidance of doubt, this jurisdiction regulation in sentences 1 and 2 shall also apply to such circumstances between ourselves and the Customer which can give rise to non-contractual claims within the meaning of Regulation (EC) No 864 / 2007. We shall also have the right, however, to bring an action against the Customer at the Customer's place of general jurisdiction.

12.3 All legal relations between the Customer and ourselves shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of international conflict of laws, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). It is expressly stated that this choice of law is also deemed to be such choice within the meaning of Art. 14 (1) b Regulation (EC) No 864 / 2007 and shall, therefore, also apply to non-contractual claims within the meaning of that Regulation. If the application of foreign law is mandatory in individual cases, our General T&Cs shall be interpreted as meaning that the economic intent pursued by them is preserved to the maximum possible extent.

13. Property rights / License

13.1 **Unless otherwise agreed between the Customer and us, we shall only be obliged to deliver in the Federal Republic**

of Germany exempt from third-party industrial property rights and copyrights.

If a third party raises justified claims on account of the infringement of property rights by products supplied by us to the Customer, we shall be liable to the Customer within the period specified in para. 8.7. as follows:

- We shall at our option first try at our expense either to obtain a right of use for the deliveries in question or change the delivery item, while complying with the properties agreed under the contract, so that the property right is not infringed, or exchange the delivery item. If this is not possible for us or we reject this, the Customer shall be entitled to its legal rights which are, however, based upon modification by the contract and these General Terms and Conditions of Contracts and Delivery.
- The Customer shall, in the event of an infringement of property rights by our delivery items, only be entitled to rights vis-à-vis ourselves if the Customer gives us notification in writing or text form immediately of the claims asserted by third parties, does not acknowledge any infringement, and all defensive measures and settlement negotiations remain reserved for us.
- If the Customer ceases use of the products for reasons of damage minimisation or other good cause, the Customer shall be obliged to advise the third party that cessation of use is not deemed to be an acknowledgement of the infringement of a property right.
- If third parties challenge the Customer for infringement of property rights resulting from the use of products supplied by us, the Customer undertakes to notify us of this immediately and to give us the opportunity to participate in any legal action. The Customer shall support us in every way in conducting such legal action by passing on all information relevant to the litigation originating from or accumulating in its sphere. The Customer must not take any action which could prejudice our legal position.

13.2 The Customer shall have no claims if the Customer is responsible for infringement of a property right. The Customer shall also have no claims if infringement of the property right is caused by the Customer's specific requirements, by an application which we could not foresee or by the fact that the products are changed by the Customer or used with products not supplied by us, which do not correspond to the intended use, if the infringement of the property right is based on this.

13.3 If the Customer duly fulfils its contractual obligations, the Customer shall have the right to use the services as provided in the contract.

All copyrights, patent rights or other industrial property rights shall remain with us, unless expressly and otherwise agreed.

If patentable inventions are made at our company within the scope of implementing the contract, we shall grant the Customer a non-exclusive and non-transferable right to use them under preferential economic conditions. The Customer's entitlement to have all rights arising from the invention shall remain unaffected in the event that the achievement of the invention is a main contractual obligation on our part.

14. Export control / Product approval / Import regulations

14.1 In the absence of any contractual agreements to the contrary with the Customer, the delivered goods are intended for placement on the market for the first time within the Federal Republic of Germany or, in the case of delivery outside the Federal Republic of Germany, to the country of first delivery (*first country of delivery*) agreed by the Customer with us.

14.2 We advise the Customer that European and German foreign trade law applies to the transfer/export of products (goods, software, technology) and the provision of services (e.g. installations, servicing, maintenance, repairs, instruction/training etc.) with cross-border reference to the fulfilment of the contractual obligation and individual deliveries and technical services can be subject to restrictions and prohibitions under export control law. This applies in

particular to so-called armaments and dual-use items. Furthermore, European and other global national embargo regulations exist against certain countries and persons, companies and organisations which prohibit the supply, provision, transfer, export or sale of goods and the performance of services or can be subject to authorisation. For cross-border delivery resp. provision, administrative authorisations or other certificates may, therefore, have to be obtained by us. Further rights and obligations in this context are respectively governed by the following provisions. For certain transactions in connection with US goods or other US connection, US re-export law can also apply due to extraterritorial effect and lead to prohibitions or authorisation requirements which we must comply with and implement in order not to be sanctioned on our part by US authorities.

14.3 The Customer is itself obliged to verify the existence and compliance with export and import control regulations and comply strictly with the relevant export regulations and embargos for such goods, in particular of the European Union (EU), Germany resp. other EU Member States and, if applicable, the USA or Asian or Arab countries and all third countries concerned, if the Customer exports the products supplied by us or has them exported by us.

14.4 The cross-border return of samples, tools, material and also technology in the form of drawings, instructions etc. to the Customer can also in individual cases be subject to provisions under foreign trade law and be dependent on administrative authorisation procedures. Before transfer of the products and their components and/or accessories delivered by us to the Customer into a first country of delivery other than that agreed with us, the Customer warrants that it shall obtain the necessary national product approvals or product registrations in due time and that the requirements embodied in the national law of the country concerned for providing user information in the national language as well as all import provisions have been fulfilled.

14.5 Compliance with the delivery obligation can require the approval resp. granting of export licences or transfer authorisations or other foreign trade certificates by the competent authorities.

If we are prevented from delivering in due time due to the duration of the necessary and proper execution of a customs or foreign trade application, authorisation, or verification procedure through no fault of our own, the delivery time shall be appropriately extended by the duration of the delay caused by such administrative procedure. We cannot in general specify a fixed period for the above procedures on the part of the authorities. We shall notify the Customer in individual cases immediately about such procedures as well as circumstances and measures. Claims for damages by the Customer for delays through no fault of our own for this reason shall be excluded vis-à-vis ourselves unless we have assumed a guarantee liability contractually towards the Customer.

14.6 The Customer is obliged to provide full information in due time in writing or text form concerning the end use and the possibly differing end user of the goods to be supplied resp. service to be provided immediately after conclusion of the contract. A delivery period or service period shall not start to run prior to this. This includes in particular issuing any necessary end-use certificates (so-called EUCs) and transmitting the originals to us in order to verify the end-use and intended purpose of the goods resp. services and provide proof to the competent authorities for customs and export control purposes. If potential violations of export bans or embargo regulations result from the above-mentioned documents, we shall have the right to rescind the contract without compensation.

14.7 The Customer must comply with any re-export requirements arising from authorisations granted to us by the competent authorities or courts. The Customer shall accordingly bind its customers contractually and provide us with proof of this upon request. We shall inform the Customer of the scale and scope of such requirements imposed on us at the latest with the delivery.

14.8 If we or already our suppliers are not granted any necessary export licences resp. transfer authorisations or other necessary approvals by the competent authorities through no fault of our own or not in due time or other obstacles prevent the fulfilment of the contract resp. the delivery in whole or in part through no fault of our own due to customs, foreign trade and embargo regulations to be

complied with by us as exporter resp. transferor or by our suppliers according to law applicable to them, we shall have the right to rescind the contract resp. the individual supply resp. service obligation unless we have expressly assumed a no-fault guarantee liability for their provision.

This shall also apply if corresponding export control and embargo obstacles only arise through no fault of our own between conclusion of the contract and the delivery resp. performance of the service and in the assertion of warranty rights – e.g. through a change in the legal situation – and make the performance of the delivery resp. service temporarily or permanently impossible. This may be the case because export licences resp. transfer authorisations or other foreign trade authorisations or approvals granted to us or our suppliers are revoked by the competent authorities through no fault of our own or other legal obstacles due to customs, foreign trade and embargo regulations to be complied with prevent fulfilment of the contract resp. the delivery or service through no fault of our own. Claims for damages by the Customer for this reason shall be excluded unless we have expressly assumed a no-fault guarantee liability for the provision of the above-mentioned authorisations resp. documents.

14.9 The Customer shall in particular check and warrant and provide proof to us upon request that, as far as there is no legal admissibility or admissibility under export law according to the relevant export regulations,

- the products provided are not intended for use in armaments, nuclear facilities or weapon technology;
- no companies and persons specified on the US Denied Persons List (DPL) are supplied with goods of US origin, US software and US technology;
- no companies and persons specified on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with products of US origin without relevant authorisation;
- no companies and persons are supplied who are specified on the List of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU Terrorist List or other relevant negative lists for export controls;
- no military recipients are supplied with the products delivered by us;
- no recipients are supplied that violate other export control regulations, especially of the EU or the ASEAN countries;
- all early-warning notices of the competent German or national authorities of the respective country of origin of the delivery are complied with.

14.10 The Customer undertakes in turn to prove this obligation to its customers for the goods supplied by us and to prove this to us on request.

14.11 Goods supplied by us may only be accessed, used and/or exported if the above-mentioned checks and assurances have been carried out resp. provided by the Customer; otherwise the Customer must refrain from carrying out the intended export and we shall not be obliged to perform.

14.12 Where goods supplied by us are passed on to third parties, the Customer undertakes to oblige such third parties in the same way as the Customer in para. 14.1 - 14.11, and to notify them of the need to comply with these legal provisions.

14.13 The Customer shall also ensure at its own expense, where delivery outside the Federal Republic of Germany is agreed, that the goods to be supplied by us comply with all national import regulations of the first country of delivery fully and in a timely manner without cost to us.

14.14 The Customer shall indemnify us against all damages and proven customary and reasonable expenses resulting from culpable breach of the foregoing obligations pursuant to para. 14.1 - 14.13. Costs for own employees are excluded.

15. Disposal of the delivered goods

15.1 The Customer shall be obliged to properly dispose of the delivered goods after termination of use in accordance with the applicable statutory provisions. In the event of a culpable breach of the aforementioned obligation, the Customer shall indemnify us against all possible statutory obligations to take back the goods and any related claims of third parties. Section 254 of the German Civil Code (BGB) (contributory negligence) remains unaffected.

15.2 In the event that the Customer passes on the goods delivered by us to commercial users, he shall be obliged to contractually oblige these commercial users to properly dispose of the delivered goods after termination of use at their expense in accordance with the respective applicable statutory provisions and to agree on a corresponding further obligation with the user in the event of renewed passing on. If the Customer fails to do so, he shall himself be obliged to take back the delivered goods at his own expense after termination of use and to dispose of them properly in accordance with the applicable statutory provisions.

15.3 The Supplier's claim to take over or indemnify the Customer in accordance with this para. 15 shall not become time-barred before the expiry of 2 years after the final termination of the use of the delivered goods.

16. Institution of insolvency proceedings / Incoterms / Written form / Reservation of the right to amend / Severability clause

16.1 A petition for institution of insolvency proceedings of the Customer or the Customer's suspension of payment not based on rights of retention or other rights despite a reminder shall entitle us, in the event of the Customer at that time being in breach of duty with respect to ourselves, to rescind the contract at any time, if the Customer violates a contractual obligation at that time, or to make fulfilment of the contract dependent on the prior fulfilment of the payment obligation. In the case of continuing obligations, we shall have the right, in lieu of rescission, of termination without notice. This shall not affect Section 314 of the German Civil Code (BGB) (termination in the case of a continuing obligation). If the delivery item was already delivered or our service already provided, the consideration shall be due immediately in the above-mentioned cases. We shall also have the right to reclaim the delivery item in the above-mentioned cases and to retain it until the purchase price is paid in full.

16.2 If commercial terms are agreed according to the International Commercial Terms (Incoterms), Incoterms 2020 shall apply.

16.3 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing or text form. This shall also apply to cancellation of the written form requirement. This shall not affect the precedence of an individual agreement in written, text or verbal form (Section 305b of the German Civil Code (BGB)).

16.4 If any provision hereof is or shall become invalid / void or unenforceable in whole or in part for reasons relating to the law of general terms and conditions according to Sections 305 to 310 of the German Civil Code (BGB), statutory provisions shall apply.

If any current or future provision of the contract is or shall become invalid / void or unenforceable in whole or in part for reasons other than the provisions relating to the law of general terms and conditions according to Sections 305 to 310 of the German Civil Code (BGB), this shall not affect the validity of the remaining provisions of this contract, unless the performance of the contract, also in consideration of the following provisions, would present an unreasonable hardship (Section 306 III of the German Civil Code (BGB)) for one of the parties. This shall also apply if, after the contract is concluded, it is found to have a gap that requires filling.

Contrary to any principle, according to which a severability clause in principle is to reverse the burden of proof only, the validity of the remaining provisions of the contract shall be maintained in all circumstances and, therefore, Section 139 of the German Civil Code (BGB) waived as a whole.

The parties shall replace an invalid / void / unenforceable provision or gap that requires filling for reasons other than the provisions relating to the law of general terms and conditions according to Sections 305 to 310 of the German Civil Code (BGB) by a valid provision that corresponds in its legal and economic content to the invalid / void / unenforceable provision and the purpose of the contract as a whole. If the invalidity of a provision is due to a measure of performance or time (time limit or date) stated therein, a measure

which most closely corresponds to the original measure in a legally admissible way must be agreed for the provision.

Note:

Pursuant to the provisions of the relevant data protection regulations, we draw attention to the fact that contracts are processed at our company on EDP equipment and that we also in this respect store data received as a result of the business relationship with the Customer.

Düsseldorf, March 2022