

## General Terms and Conditions for Deliveries of Goods to Customers of Rath Sales GmbH & Co.KG

### 1. General provisions – scope

1. These terms apply to all present and future business relationships. However, they shall apply exclusively to businesses and legal entities of public law or a public-law investment fund. “Businesses” for the purposes of these Terms and Conditions are natural persons or legal entities, or registered partnerships with legal capacity, with whom we enter into a business relationship and who act in exercise of a commercial or self-employed profession.

For the purpose of these Terms and Conditions, such persons or entities are hereinafter referred to as “Customer.”

2. We reserve the right to change the GTC at any time. The GTC in the valid version apply as of the date on which they are published on the website of Rath GmbH <https://www.rath-group.com/> or specified in the contract.

3. Exclusively these General Terms of Sale apply to the legal relations between the Customer and us. We do not accept any terms and conditions of the Customer, which contradict, add to or deviate from our Terms of Sale, unless we have expressly agreed to them in writing. Our Terms of Sale shall also apply if we make unconditional delivery to the Customer in knowledge of terms of

the Customer, which contradict, add to or deviate from our Terms of Sale.

4. Declarations and notifications from the Customer that are relevant in legal terms and which relate to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) shall be submitted in writing, i.e. in text form (e.g. letter, email, or fax). Statutory provisions on form and further verifications, in particular, in cases of doubt as to the legitimation of the party giving the declarations, shall remain unaffected.

5. Notices as to the applicability of statutory regulations shall have only clarifying meaning. Therefore, the statutory provisions shall apply, even without such a clarification, unless they are directly modified or expressly excluded in these GTC.

6. The sole property and copyright on cost estimates, drawings, brochures, work sheets, etc. shall remain in our entitlement and must not be made accessible to third parties, not even in excerpts, without our agreement. If authorities require the documents for justified reasons, we shall declare the agreement to the transfer of the documents. We reserve the right to make corrections in case of mistakes contained in portfolios, brochures, work sheets, leaflets and price lists prior to the conclusion of the contract.

If the scope of the order differs from the scope of the request without having consulted with us, we shall have the right to adjust the agreed price.

7. Regarding the object of the contract, we reserve making changes to the legally permissible extent. In particular, we reserve the right to modify the design and shape during the delivery period in the interest of technical progress.

8. If contractual services are promised and their implementation depends on official approvals, changes may be made for the purpose of obtaining the official approvals. All changes to the order after the conclusion of the contract may be considered in other respects only if any extra costs incurred for this reason are assumed by the Customer and if an appropriate extension of the delivery period is expressly granted by the Customer.

9. Besides these Terms and Condition, the technical conditions documented in the quotation or the contract shall apply as well as requirements we explicitly refer to herein.

## **II. Conclusion of the contract**

1. Where quotations are referred to explicitly as being subject to change, a contract shall take effect only by our written order confirmation.

2. By placing the order, the Customer bindingly declares its intent to purchase the ordered objects and products.

We are entitled to accept the offer to conclude the contract within two weeks from its receipt by us. The acceptance can be declared either in writing or by delivery to the Customer.

3. If the Customer orders the products via electronic channels, we shall confirm the receipt of the order without delay. The payment confirmation of receipt shall not represent a binding acceptance of the order yet. The confirmation of receipt may be combined with the acceptance declaration.

## **III. Object of contract**

1. The agreed properties and condition of the object shall be firstly decisive with regard to the object of contract. In this respect, we refer to our Technical Terms and Conditions and the detailed product description.

2. The object of contract is exclusively the sold product with the properties and characteristics, and the purpose of use according to the product description. Other or further properties and/or characteristics or any purpose of use beyond this shall apply as agreed only if they are expressly confirmed by us in writing.

3. We warrant that the delivery will essentially comply with the product-specific tolerances,

which are listed in the service specification of the contract, on the date on which they are provided. The Customer shall accept reasonable discrepancies from this.

#### **IV. Reservation of title**

1. We reserve the title to the objects of contract up until the complete settlement of all claims arising from the current business relationship. The objects of contract (products subject to the reservation of title) shall therefore remain our property up until satisfaction of all claims resulting from the business relationship in our entitlement against the Customer.

Insofar as the value of all securities in our entitlement exceeds the amount of all secured claims by more than 20%, we shall release the corresponding portion of the securities on the Customer's request.

2. We are entitled to insure the object of contract at the Customer's cost for theft, breakage, fire, water and other damages, unless the Customer itself has verifiably purchased insurance.

3. The Customer is entitled until revocation to resell the products in the ordinary course of business, whereas only on the condition that the Customer in turn receives payment from its own customers or if it makes the transfer of ownership to its customer conditional on the fulfilment of the latter's payment obligations. On this day already, the Customer assigns to us all receivables in the

amount of the invoice total, which it receives against third parties in result of the resale. We hereby accept the assignment. After the assignment, the Customer shall be authorised to collect the receivables. We reserve the right to collect these receivables ourselves if the Customer does not duly fulfil its payment obligations and comes to be in default of payment.

4. The treatment and processing of the object of the contract by the Customer shall take place in our name and on our behalf. The reservation of title shall also cover Products in their full value, which are created in result of processing, mixing or combination with our Products and of which we are regarded as the manufacturer. If a processing is made with objects not owned by us, we shall acquire the proportional co-ownership of the new object for the invoiced value of the objects of the contract delivered by us relative to the other processed objects. The same applies if the objects of contract are mixed with other objects that are not our property.

5. Pledging or transfer by way of security is prohibited for the Customer during the period in which the reservation of title applies.

6. In the case of pledging and attachments or other dispositions by third parties, the Customer shall inform us immediately thereof. The Customer is obligated to treat the object of contract with care. Insofar as maintenance and inspection work is required, the Customer shall conduct such at its own costs at regular intervals.

The Customer is obligated to inform us immediately if a third party exercises control over the objects of contract, for example, in the case of a pledging, any damages or the destruction of objects of contract.

The Customer shall inform us without delay of any change of ownership of the objects of contract and any change of its own permanent address.

7. In the case of actions by the Customer contrary to the contract and in the event of breaches of duty, in particular, in case of payment delay, we shall have a right to withdraw from the contract and take back the objects; the Customer is obligated to surrender them. If we take back objects of contract or enforce the reservation of title, this shall not be construed as a withdrawal from the contract by us; these actions or the attachment of the products subject to the reservation of title shall not constitute a withdrawal from the contract, unless such has been expressly declared by us.

## **V. Prices and terms of payment**

1. Unless stated otherwise in the agreements or the order confirmation, our prices shall apply “ex-factory” without packaging, freight and insurance, which will be invoiced separately.

2. The offered purchase price is binding. The purchase price does not include the statutory value added tax; it will be indicated separately on

the invoice in the statutory amount as at the date of the invoice.

In addition, the Customer shall pay all applicable taxes and levies relating to the production, sale, shipment and use of the delivery, and all additional fees and costs or expenses, if incurred. If we must pay such costs in advance, the Customer shall refund them without delay on first request.

3. The Customer will not incur any additional costs if it places its orders using means of telecommunication.

4. The deduction of discounts requires a separate written agreement.

5. We reserve the right to adjust our prices appropriately if cost reductions or cost increases occur after the conclusion of the contract, in particular, in the case that production, personnel and transport costs change if there are general increases of the list prices, changes in legislation, applicable technical standards, collective labour agreements entered, material price increases or exchange rate fluctuations, or based on necessary suspensions or changes of deliveries or other modifications arise, which are outside of our sphere of influence. These will be explained to the Customer on request. If we perform additional contractual services beyond the agreed scope of service, we shall be entitled to charge an additional fee based on the agreed rates that covers at least the related expenses.

We shall also have the right to change prices if more than six weeks are in between the conclusion of the contract and the agreed delivery date. The Customer has a right of withdrawal only if the price increase exceeds the rise of the general costs of living not only insignificantly in the time between the order and the delivery.

6. Unless stated otherwise in the order confirmation, the net purchase price (without deductions) shall be due for payment within 30 days from the date of the invoice. Payments shall be deemed made on the day on which we can dispose over the amount. Unless agreed otherwise, payments shall be made in euro.

7. We are not obligated to seek satisfaction initially from the bills of exchange, cheques or other payments made on account of performance.

8. We will accept bills of exchange for payment only, and only upon prior explicit and written agreement notably to the exclusion of our liability for timeliness and correctness of presentation and protest, and only if these bills of exchange are eligible for rediscounting and duly taxed. Credits for bills of exchange and cheques will be granted only subject to the receipt and valuation on the day on which the countervalue is available. Expenses for discount, collection and other expenses including the stamp duty on bills of exchange shall be borne by the Customer.

9. The purchase price shall bear interest at the respectively applicable statutory default interest

rate for the period of default. In addition, the Customer shall refund all costs to us that we have incurred in the context of this default, in particular, currency losses, trial costs, dunning fees and fees of collection agencies. Price discounts granted by us shall apply only to timely payment by the Customer.

We reserve the right in relation to the Customer to prove and assert a higher default damage. The Customer, however, has the right to prove that we have incurred no or only a substantially lesser damage in consequence of the default on payment.

10. All outstanding claims shall become due when the Customer discontinues its payments, composition or insolvency proceedings are opened over its assets, or the opening of such proceedings is rejected for a lack of assets or circumstances become known, which justify reasonable doubts as to the Customer's creditworthiness. Moreover, we can cancel the contract to the legally permissible extent in the case of default on payment or in the case of a material deterioration in the Customer's credit rating without limitation of our other rights and legal remedies, and demand the return of the contractual products and the work, discontinue further supply and production/provision of contractual products or performance of contractual services for the Customer, or execute such only against payment in advance or securities.

To this extent, the Customer waives enforcement of a right of retention from previous or other transactions in the business relationship.

#### **VI. Delivery period and delivery delay**

1. Absent any agreements between the Parties stating otherwise, the delivery and the transfer of risk (risk of damage, loss and destruction) of the delivery shall transfer in accordance with the *Incoterms* agreed under the contract.

2. Adherence to agreed deadlines for deliveries requires the timely receipt of all documents to be delivered by the Customer and of all required permits and approvals, especially plans, and the Customer's fulfilment of the agreed terms of payment and other obligations. The Customer shall perform all required services, activities, and support with adequate competence, diligence and care at its own cost and own risk, on time before and up to the provision or completion of the delivery, in particular, it shall see to the correct preparation of the construction site, the provision of all further required equipment, machines, facilities, and logistics as well as information, waste disposal, storage, required licenses, registrations, permits and approvals, safety rules and additional duties of the Customer in accordance with the contract.

If the Customer does not fulfil its duties in full, we shall be entitled to execution by substitution at the Customer's risk and cost. We can suspend our own delivery accordingly. The Customer shall be liable for all costs, which are incurred by us

directly or indirectly because of or in connection with the delay or non-performance.

If these conditions are not fulfilled on time, the deadlines shall be extended appropriately. This shall not apply if we are responsible for the delay.

3. If the failure to comply with the deadlines is due to force majeure, e.g. natural disasters, mobilisation, war, unrest or similar events such as strike, lockout, etc., the deadlines shall extent appropriately.

4. If we cannot keep the binding delivery periods for reasons outside of our responsibility (unavailability of service), we shall inform the Customer of this immediately and indicate the expected new delivery period at the same time. If the service is not available within the new delivery period either, we shall be entitled to fully or partly withdraw from the contract; any consideration already paid by the Customer shall be refunded by us without delay. Deemed a case of the unavailability of the service in this sense is in particular belated supply to us by our subcontractors, if we have concluded a congruent covering transaction, or if neither the subcontractor nor we are at fault, or if we have no procurement obligation in the specific case.

5. The occurrence of our delay of delivery is determined according to the statutory provisions. However, a warning from the Buyer shall be required in any case. If we are in delay, the Customer, if it makes credible that it has incurred a loss for this reason, may demand compensation

of 0.5% for each complete week of delay, whereas at most 5% of the price for the part of the deliveries, which could not be taken into operation as intended due to the delay.

6. Compensation claims of the Customer, which go beyond the limits specified above, shall be excluded in all cases of belated delivery also after the expiration of a grace period set by us if applicable. This shall not apply to the extent that compulsory liability applies in cases of intent or gross negligence or for physical injuries or pursuant to the Product Liability Act or other regulations. A modification of the burden of proof to the disadvantage of the Customer is not associated with this. The Customer's statutory right of withdrawal remains unaffected.

7. If it becomes impossible for us to deliver the object of the contract, the Customer shall have the right to demand damage compensation, unless the impossibility is outside of our responsibility. However, the Customer's damage compensation claim shall be limited to 10% of the value of the part of the delivery, which was not taken into productive operation as intended due to the impossibility.

This limitation shall not apply to the extent that compulsory liability applies in cases of intent, gross negligence or for physical injuries or pursuant to the Product Liability Act or other statutory provisions. A modification of the burden of proof to the disadvantage of the Customer is not associated with this. The Customer's right of withdrawal from the contract remains unaffected.

8. Part deliveries are permissible, to the extent as they are reasonably acceptable to the Customer. If possible, we shall inform the Customer of this in advance.

9. The contract shall be adjusted appropriately in good faith if unanticipated events occur (force majeure, e.g. natural disasters, mobilisation, war, unrest or similar events such as strike, lockout, etc.), which change the economic importance or content of the delivery to a material extent and which have significant effect on our operation. If this is not economically acceptable, we shall have the right to withdraw from the contract. If we thereupon intend to exercise this right to withdraw, we shall inform the Customer thereof without delay upon recognition of the significance of the incident, notably also if an extension of the delivery period was initially agreed with the Customer.

10. We reserve the right of making deliveries of contractual products up to 5% in excess or short quantities. The Customer shall accept and pay such deliveries or additional quantities without a right to complain, object or reject. The invoice total shall be adjusted accordingly.

## **VII. Transfer of risk**

1. The risk of accidental destruction and accidental deterioration of the object of contract shall transfer to the Customer when the object of contract has left the factory and notably also if partial deliveries are made or if we have assumed

still further services, e.g. the shipment costs or assembly.

2. If an acceptance is to take place, it shall be decisive for the transfer of risk. It must be conducted directly on the acceptance date or, alternatively, upon our notification of the readiness for acceptance. The Customer may not refuse the acceptance for reason of a minor defect.

3. If the shipment or acceptance is delayed or not executed in consequence of circumstances that are not attributable to us, the risk shall transfer to the Customer as of the date of the notification of the readiness for shipment or acceptance. We are obligated to conclude insurance policies at the Customer's expense which it requests.

4. It shall be held equal to handover if the Customer is in default of acceptance.

5. If the Customer refuses the acceptance of the products, we can set an appropriate period to it for the acceptance. If the Customer has not accepted the products within the period set to it, we shall be entitled to withdraw from the contract and/or claim damage compensation. The Customer may refuse the acceptance only in the case of an apparent incorrect delivery.

### **VIII. Warranty for property defects**

1. We provide the following warranty for property defects:

We shall have the choice to rework, newly delivered or repair all parts or services free of charge, on which a property defect is discovered during the limitation period – regardless of the period in operation – if the cause of the defect was present already at the time of the transfer of risk.

2. The Customer must notify us in writing of obvious defects within a period of two weeks from the receipt of the object of contract; otherwise, the enforcement of the warranty claim is excluded. Timely mailing of the notification shall be sufficient for observation of the time limit. The Customer shall have the full burden of proof for all conditions for the claim being given, in particular the defect itself, the time of the discovery of the defect, and the timeliness of the notification of defects.

3. Defects that cannot be discovered in the course of a careful inspection but which are discovered by the Customer in the course of the warranty period shall be notified by the Customer within one week from their discovery.

4. The Customer shall accept the delivery upon completion or on our request, including all partial performances, within five calendar days by means of an acceptance report, which shall be prepared by both Parties. Otherwise, the delivery shall be deemed accepted by the Customer. All warranty claims relating to the delivery must be documented in the acceptance report and be described in detail; otherwise, it will be assumed that the Customer waives enforcement of the



same. At the latest on commissioning of the delivery, it shall be deemed accepted by the Customer. Costs and expenses relating to the testing or acceptance of the delivery shall be borne by the Customer.

5. In case of notifications of defect, the Customer's payments may be withheld to an extent that is in an appropriate relation to the property defects occurred. The Customer may withhold payments only, however, if the justification of the submitted notification of defects is outside of any doubt. If the notification of defect was submitted unjustly, we shall be entitled to demand compensation for incurred costs from the Customer.

6. To implement the reworking and replacement deliveries that we believe are necessary, the Customer shall grant us the required time and opportunity upon agreement, as otherwise, we shall be exempted from liability for the consequences arising from this. The Customer shall have the right to correct the defect on its own or by third parties and demand compensation of the required expenses only in urgent cases of impending danger for the operating safety or so as to avert disproportionately great damage, in which case we shall be informed thereof immediately. Any execution by substitution by the Customer or a third party is subject to the prior written agreement.

7. If the subsequent fulfilment fails, the customer can generally demand, at its choice, either lowering the payment (reduction) or reversing the

contract (withdrawal). In case of a merely minor deviation from the contract, in particular in case of merely insignificant defects, the Customer shall have no right of withdrawal. This applies without prejudice to any damage compensation claims. However, the Customer cannot demand refunds for supposed useless expenses.

8. Claims of property defects are not given in case of merely minor deviations from the agreed properties and condition, and in case of merely minor restrictions of the usability, or in case of natural wear or tear, or damages occurring after the transfer of risk in consequence of improper or careless treatment, excessive use, unsuitable operating equipment, defective construction works, unsuitable building ground, or due to special external effects that are not conditions according to the contract. Property defects are furthermore not given in case of unsuitable or improper use of the object of contract, incorrect assembly or commissioning by the Customer or third parties, improper servicing nor in case of chemical, electrochemical or electric influences, insofar as these are outside of our responsibility. If improper repairs or modifications are made by the Customer and third parties, modifications or repair works are performed without our prior agreement, no warranty rights for property damages shall apply to these or the consequences resulting thereof.

9. Claims of the Customer arising from expenses becoming necessary for the purpose of subsequent performance, in particular transport costs, expenses for travel, labour and material

shall be precluded if the expenses increase because the object of contract has been taken to a place other than the Customer's business site in retrospect, unless the transport corresponds to its use as intended.

10. The Customer's rights of recourse against us shall apply only to the extent that the Customer has not made any agreements with its buyers beyond the statutory claims for property defects. In addition, No. VIII. 7 applies analogously to the scope of the right of recourse.

11. The Customer shall have the right to withdrawal from the contract within the scope of legal regulations if we – in consideration of the statutory exceptions – let an appropriate deadline set to us for the subsequent performance or replacement delivery due to a property defect lapse unsuccessfully. If only an insignificant defect is present, the Customer shall merely have a right to reduce the contract price.

12. If the Customer chooses to withdraw from the contract for a property defect after a failed subsequent fulfilment, it shall not have any damage compensation claim for the defect in addition.

13. If the Customer chooses damage compensation after a failed subsequent fulfilment, the products shall stay with the Customer if this can be reasonably expected from it. The damage compensation shall be limited in this case to the difference between the purchase price and the value of the defective item. This

does not apply if we have fraudulently concealed the breach of contract.

14. Generally, only the manufacturer's product description shall be deemed agreed as properties and condition of the object of contract. Public statements, promotions or advertising by the manufacturer do not constitute any additional statement of properties and condition of the object of contract.

15. If the Customer receives a defective assembly instruction, we shall merely be liable for the delivery of a fault-free assembly instruction and notably also if the defect of the assembly instruction prevents the correct assembly.

16. The Customer receives guarantees in the legal sense from us. Manufacturer guarantees remain unaffected by this.

17. For the rest, Section X applies to damage compensation claims. Further or other claims of the Customer against us or our vicarious agents for property damages, besides the ones defined in Section VIII, shall be excluded.

18. Claims against us, to the extent permissible pursuant to applicable law, are limited to the proportional value of the delivery affected by the claim concerned or to the maximum amount of EUR 500,000.00 (whichever amount is lower).

## **IX. Warranty for titles of defect, infringement on industrial rights and copyrights**

1. Unless agreed otherwise, we are obligated to perform the delivery exclusively in the country of the place of delivery, free from industrial property rights and copyrights of third parties (hereinafter referred to as "Proprietary Rights").

If a third party brings justified claims against the Customer for the infringement of deliveries from us, having been performed and being used in accordance with the contract, on Proprietary Rights of the third party, we shall be liable to the Customer within the period defined under Section XI as follows:

Initially, we shall have the choice at our cost to either obtain a right of use for the affected delivery or instead modify the deliveries or services in such a way that the Proprietary Right is not infringed or to replace them. Thus, we shall generally procure the right for the Customer for the further use or we shall modify the object of contract in a way reasonable to the Customer, so that the Proprietary Rights infringement no longer applies.

If this is not possible on economically appropriate conditions or within an appropriate period, the Customer shall be entitled to withdraw from the contract. On said conditions, we shall also have a right to withdraw from the contract.

2. Our obligation to pay damage compensation shall be determined according to Section X.

3. We shall furthermore indemnify the Customer from uncontested counterclaims of the rightsholder concerned or from counterclaims established as final and absolute.

4. The foregoing provisions or our obligations are not conclusive in the case of any infringement on Proprietary Rights or Copyrights. They shall apply only, however, if the Customer informs us in writing without delay of the claims asserted by the third party, if no infringement has been acknowledged and if all defensive measures and settlement negotiations remain available to us.

If the Customer discontinues the use of the delivery and our services for reasons of damage minimisation or other important reasons, it shall be obligated to inform the third party that no acknowledgement of a Proprietary Rights infringement is associated with the discontinuation of the use.

5. Claims of our Customer are excluded, insofar it is responsible for the Proprietary Rights infringement.

6. Claims of the Customer shall furthermore be excluded, insofar as the Proprietary Rights infringement is caused due to special requirements of the Customer, an application unexpected to us or because the delivery, service or object of contract is modified by the Customer or used together with products not delivered by us.

Claims shall consequently not apply even if the rights infringement was caused by the circumstance that the Customer has modified the object of contract at its own behest or in a manner not compliant with the contract.

Claims of the Customer shall further not apply if the defect of title is based on an instruction given by the Customer.

Claims of the Customer shall also not apply if it does not support us appropriately in the defence against the claims brought against us or if it does not permit us to implement the modification measures pursuant to Section IX.1.

7. In the event of proprietary rights infringements, the Customer's claims defined in Section IX.1 apply. For the rest, the provisions of Section IX.1, IX.3 apply.

If other defects of title are present, the provisions in Section X shall apply analogously. Further claims of the Customer against us and our vicarious agents, besides the ones defined in this Section, on grounds of a defect of title are and remain expressly excluded.

## **X. Liability limitations**

1. Damage compensation claims of the Customer, regardless of the legal reason, are excluded in particular for breaches of duty under the contract and of such arising from prohibited acts.

2. This shall not apply insofar as compulsory liability applies, e.g. pursuant to the Product Liability Act, in cases of intent, gross negligence, for physical injuries, for assumption of a guarantee of the presence of properties and condition or the breach of essential contractual duties or in the case of fraudulent actions on our part.

Damage compensation for the breach of essential contractual duties, however, shall be limited to the direct average damage that is predictable and typical for the contract based on the nature of the object of contract, unless intent or gross negligence were the case or liability applies to physical injuries or based on the assumption of a guarantee for the presence of a property or condition or in the case of fraudulent actions on our part.

3. A reversal of the burden of proof to the disadvantage of the Customer is not tied to the foregoing provisions.

4. We are not obligated to review any plans or drafts or other information provided by the Customer for correctness. If these documents or this information is not correct, the Customer shall be liable for all resulting damages and indemnify us from all direct or indirect costs, losses, and damage compensation payments resulting from this.

## **XI. Limitation**

1. All claims of the Customer resulting regardless of the legal reason, thus also claims of property defects, shall become time-barred in 12 months.
2. The statutory limitation periods apply to intentional or fraudulent actions by us or our vicarious agents, and to claims under the Product Liability Act.
3. The statutory periods shall also apply insofar as the law prescribes longer periods pursuant to Sec. 438 (1) No. 2 (in relation to buildings), Sec. 479 (1) (recourse claims) and Sec. 534a (construction defects) BGB [Civil Code]. The statutory periods shall therefore also apply to items of delivery, which have been used for a building according to their customary purpose of use and if they have caused the defectiveness of the building.

## **XII. Withholding and set-off**

1. The Customer has a right to set-off only if its counterclaims have been established as final and absolute, or if they are uncontested or have been acknowledged by us.
2. The Customer may exercise its rights of withholding only if its counterclaims originate from the same contractual relationship or instead if its claims are uncontested or have been established as final and absolute.

## **XIII. Assignment of claims**

1. The assignment of claims against us requires our written agreement. We shall not refuse this agreement without good cause.
2. The agreement shall be deemed given from the outset for all assignments, which are made based on an extended reservation of title.

## **XIV. Data protection clause**

The Parties shall observe the applicable national and international laws and regulations at all times regarding the protection of (personal) data, in particular the European General Data Protection Regulation (Directive (EU) 2016/679). The Parties are obligated to conclude further data protection agreements if necessary.

## **XV. Software use**

1. If software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the delivered software including its documentation. It shall be provided for use on the object of contract intended for this purpose. Use of the software on more than one system is prohibited.
2. The Customer may only reproduce, revise, translate or convert the software from the object code into the source code to the legally permissible extent (Sec. 69a seqq. UrhG [Copyrights Act]). The Customer undertakes to

neither remove any manufacturer information – especially not any copyrights notices – nor modify such without our prior explicit agreement.

3. All other rights to the software and the documentation including copies shall be retained by us or the software provider. The granting of sublicenses is not permissible.

4. The same applies analogously if an omission in provisions becomes apparent in the course of performance or if a provision has become obsolete, must be regarded as outdated or impracticable in consequence of changed conditions.

## **XVI. Final provisions**

1. The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

2. The exclusive place of jurisdiction for all disputes arising from this contract is the place of our registered office. The same applies if the Customer does not have a general place of jurisdiction in Germany or if its residence or place of habitual residence are unknown at the time when the lawsuit is filed. However, we are also entitled to file suit at the place of the Customer's headquarters.

3. If individual provisions of the contract with the Customer, including these General Terms and Conditions should be or become fully or partly invalid, the validity of the remaining provisions shall not be affected by this. The fully or partly invalid provision shall be replaced by a provision, which comes closest to the economic outcome of the invalid provision.