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July 2022

General Terms and Conditions of Quotation, Delivery and Payment (ALZB) nexiss GmbH

1. Scope, translations, definition of the term "in writing"

- 1.1. All deliveries, other services and offers of nexiss GmbH, Robert-Bosch-Straße 7, 64293 Darmstadt, Germany (hereinafter referred to as "we" or "us") shall be made exclusively on the basis of these General Terms and Conditions for Quotations, Deliveries and Payments ("ALZB"). These ALZB shall apply to all contracts which we conclude with our contractual partners (hereinafter referred to as "Purchaser") for the deliveries or other services offered by us.
- 1.2. The ALZB shall only apply if the customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.3. Unless otherwise agreed, these General Terms and Conditions of Sale shall also apply to our future offers or contracts with the customer for our deliveries and other services without our having to refer to them again in each individual case.
- 1.4. If we refer to the validity of our ALZB in our offer, the ALZB shall apply in the version valid at the time of the corresponding offer.
- 1.5. These ALZB shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. Without our express written consent, deviating general terms and conditions of the customer shall not be recognized even by acceptance of his order and shall not apply even if we have not expressly objected to them in the individual case.
- 1.6. Individual agreements made in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCS. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- 1.7. References to the applicability of statutory provisions shall only be of a clarifying nature. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these ALZB.
- 1.8. Any translations of this ALZB into other languages are provided for your information only. If you are provided with a translation in addition to the German language version, the German text shall take precedence in the event of any differences between the language versions.

- 1.9. The term "in writing" used in these ALZB means in text form. Text form or transmission by telecommunication, in particular by fax or e-mail, shall be sufficient to comply with the written form requirement.

2. Offer, conclusion of contract

- 2.1. Our offers are subject to change without notice and are non-binding unless they are expressly marked as binding or contain a specific acceptance period. Orders by the purchaser shall be deemed to have been irrevocably placed for the purchaser. Insofar as our offers are subject to change and non-binding or a binding offer has only been accepted by the purchaser with amendments, a contract shall only be concluded upon receipt of our written order confirmation by the purchaser.
- 2.2. Our written offer including these ALZB as well as any deviating provisions in the written order confirmation shall be solely decisive for the content and scope of the delivery or other service. Oral promises made prior to the conclusion of the respective contract are not legally binding and oral agreements of the contracting parties shall be replaced by the written content of the offer or the order confirmation, unless it is expressly stated in the oral agreements that they shall continue to be binding.
- 2.3. Additions or amendments to the agreements made, including these ALZB, shall only be effective if they are made in writing.
- 2.4. With the exception of managing directors or authorized signatories, our employees are not entitled to make additions or amendments to the agreements made, including these ALZB. Such deviating agreements or verbal declarations by our employees shall only be binding on us if they have been confirmed by us in writing or recorded in a negotiation protocol.
- 2.5. Our information on the object of the delivery or other service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations customary in the trade and deviations resulting from legal regulations or representing technical improvements as well as the replacement of components by equivalent parts shall be permissible provided that they do not impair the usability for the contractually intended purpose, do not substantially change the delivery item and the changes are not unreasonable for the Purchaser.
- 2.6. If the purchaser unjustifiably withdraws from a placed order, we may, without prejudice to the possibility of claiming higher actual damages, demand at least the costs incurred by processing the order, depending on the production status, plus 5% of the price for lost profit. The customer reserves the right to prove a lower damage. The same applies to the mutually agreed cancellation of a contract, unless otherwise agreed.

3. Delivery and delivery time

- 3.1. Deliveries are made ex our factory.

- 3.2. Delivery periods are only binding if they have been agreed in writing. In all other cases, delivery periods, even if they are stated by us, are always subject to change and non-binding.
- 3.3. Unless otherwise agreed, the term of delivery and performance periods measured in days, weeks or months, etc. (i.e. without a specific date) shall commence upon conclusion of the contract. We may in any case - without prejudice to our rights arising from default on the part of the Purchaser - demand from the Purchaser an extension of delivery and performance periods or a postponement of delivery and performance dates by the period during which the Purchaser fails to meet its contractual obligations towards us, in particular the provision of necessary documents or supplies, the provision of necessary approvals or releases or the making of agreed down payments.
- 3.4. We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract for which we are not responsible, in particular operational disruptions of all kinds, pandemic situations, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits or official measures. If such events make it considerably more difficult or impossible for us to deliver or perform and if the impediment is not only of a duration passing before, we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Purchaser cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by giving us immediate written notice. We shall inform the customer of the beginning and end of such events without delay.
- 3.5. Insofar as we have not met a binding delivery or performance deadline for reasons for which we are (culpably) responsible, the customer shall be entitled to claim compensation for damages caused by delay in accordance with Section 10 of these ALZB. However, in the event of slight negligence on our part, this claim for compensation for damages caused by delay shall be limited to a maximum of 5% of the agreed price of the delayed delivery item.
- 3.6. Insofar as we have failed to meet a binding delivery or performance deadline for reasons for which we are (culpably) responsible, the Customer may withdraw from the contract concerning the delayed delivery after the fruitless expiry of a reasonable grace period set by it with a warning of rejection. A grace period is not required if the relevant delivery or service date has been agreed between the parties as an absolute fixed date.
- 3.7. We are entitled to make partial deliveries if
- the partial delivery is usable for the Purchaser within the scope of the contractual intended purpose,
 - the delivery of the remaining ordered goods is ensured and

- the customer does not incur any significant additional expenses or costs as a result (unless we agree to bear these costs).

4. Prices

- 4.1. The prices apply to the scope of services and deliveries listed in our offers or, if applicable, deviating therefrom in the order confirmations. Additional or special services will be charged separately.
- 4.2. Prices are quoted in EURO net ex our works excluding packaging. The prices do not include the statutory value added tax. The costs of shipping and packaging as well as customs duties, fees and other public charges for export deliveries shall be borne by the customer.
- 4.3. Insofar as we are obliged under the packaging regulations to take back the packaging used for transport, the customer shall also bear the costs for the return transport of the packaging used and the stated costs of its recycling or - insofar as this is possible and deemed expedient by us - the reasonable costs additionally incurred for a renewed use of the packaging.
- 4.4. If the prices listed in the offer or the order confirmation are based on our list prices and the delivery is to be made more than four months after conclusion of the contract, our list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount). If there are no list prices, we shall be entitled to increase the agreed price appropriately in accordance with the cost increases occurring up to the time of delivery in relation to the respective product, which result from a significant (more than 10%) increase in wages, material costs or market cost prices not known at the time of conclusion of the contract. In the event of an increase in the agreed prices pursuant to sentence 1 or 2, the Purchaser shall only be entitled to rescind the contract if the price increase exceeds the increase in the general cost of living between the order and delivery.

5. Terms of payment

- 5.1. Invoice amounts are to be paid immediately without any deduction, unless otherwise agreed in writing. The date of receipt on our bank account shall be decisive for the date of payment. If the purchaser fails to make payment when due, interest of 5% p.a. shall be charged on the outstanding amounts from the due date; the right to claim higher interest and further damages in the event of default in payment, in particular pursuant to § 288 BGB, shall remain unaffected.
- 5.2. Payment by check is excluded, unless it is agreed separately in individual cases. Checks and/or bills of exchange shall in any case only be accepted on account of payment and shall only be deemed payment after receipt of the equivalent value. Discount and other bill charges as well as costs of collection shall be borne by the customer.
- 5.3. Offsetting against counterclaims of the Purchaser or the retention of payments due to such claims shall only be permissible if the counterclaims are undisputed or have been legally established.

- 5.4. If the customer is in default of payment, we shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security. The same shall apply if, after the conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the creditworthiness of the customer and which jeopardize the payment of our outstanding claims by the customer arising from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).
- 5.5. If the customer is in default of payment, we shall furthermore be entitled to terminate all deferral agreements with the customer existing at the time of the occurrence of the default without notice or to make deferred amounts due immediately and also to refuse to accept checks.
- 5.6. If the order is based on a delivery or service that includes mechanical assembly by us and provides for final acceptance by the customer, the following terms of payment shall apply:
- 30% deposit upon receipt of order,
 - 30% payment according to mechanical structure,
 - 30% payment after delivery and
 - 10% payment after final acceptance, but no later than 6 weeks after delivery.

Different payment terms can be specified in the contract

6. Retention of title

- 6.1. The goods delivered by us to the customer shall remain our property until full payment of all claims to which we are entitled from the delivery relationship and any claims still arising, including ancillary claims, claims for damages and, if applicable, encashment of checks and bills of exchange. The goods as well as the goods covered by the retention of title taking their place according to the following provisions shall hereinafter be referred to as "goods subject to retention of title".
- 6.2. The retention of title shall also remain in force if individual claims to which we are entitled are included in a current invoice (current account) and the balance is drawn and acknowledged.
- 6.3. The customer shall store the goods subject to retention of title for us free of charge. He shall insure them against the usual risks such as fire, theft and water to the customary extent.
- 6.4. The purchaser is entitled to process and sell the reserved goods in the ordinary course of business until the case of realization (item 6.10.) occurs. Pledges and transfers of ownership by way of security are not permitted.
- 6.5. If the reserved goods are processed by the Purchaser, it is agreed that the processing shall be carried out in our name and for our account as manufacturer and that we shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in the

ratio of the value of the reserved goods to the value of the newly created item. In the event that no such (direct) acquisition of ownership should occur on our part, the Purchaser shall already now transfer its future ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership of the newly created item to us as security.

- 6.6. We shall not be obligated from the acquisition of ownership or co-ownership according to clause 6.5. with regard to the new goods.
- 6.7. In the event of resale of the goods subject to retention of title, the customer hereby assigns to us by way of security the claim against the purchaser arising therefrom - in the event of our co-ownership of the goods subject to retention of title, in proportion to the co-ownership share. The same shall apply to other claims which take the place of the reserved goods or otherwise arise in respect of the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. We revocably authorize the customer to collect the claims assigned to us in his own name. We may only revoke this collection authorization in the event of realization.
- 6.8. If third parties gain access to the goods subject to retention of title, in particular by way of seizure, the Purchaser shall immediately notify them of our ownership and inform us thereof in order to enable us to enforce our ownership rights. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable to us for these.
- 6.9. We shall release the goods subject to retention of title and the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than 20%. The selection of the items to be released thereafter shall be made by us.
- 6.10. If we withdraw from the contract in the event of a breach of contract by the customer - in particular default of payment or for good cause due to a sustained deterioration in the customer's financial situation - in particular in the event of an application for or the opening of insolvency proceedings against its assets (case of liquidation), we shall be entitled to demand the return of the goods subject to retention of title.
- 6.11. Upon request, the customer shall be obliged to provide us with a precise list of the claims against third parties to which we are entitled on the basis of the extended reservation of title, including the names and addresses of the purchasers, the amount of the individual claims, the invoice date, etc., to provide us with all information necessary for the assertion of the assigned claims and to permit the verification of this information, and to issue publicly certified documents on the assignment of the claim at his expense.

7. Place of performance, shipment, packaging, transfer of risk, acceptance

- 7.1. The place of performance for all obligations arising from the contractual relationship is DE-64293 Darmstadt, unless otherwise specified. If we are also responsible for the installation, the place of performance shall be the place where the installation is to take place.
- 7.2. The shipping method and packaging are subject to our dutiful discretion.
- 7.3. The risk shall pass to the customer at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or if we have assumed other services (e.g. shipment or installation or commissioning). If dispatch or handover is delayed due to circumstances caused by the customer, the risk shall pass to the customer from the day on which the delivery item is ready for dispatch and we have notified the customer of this.
- 7.4. Storage costs after transfer of risk shall be borne by the customer. In case of storage by us, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per expired week. We reserve the right to claim and prove further storage costs; the customer reserves the right to prove lower storage costs.
- 7.5. We shall insure the shipment against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the customer and at the customer's expense.
- 7.6. Boxes, loading sledges and the like provided by us will be charged at cost price.
- 7.7. Insofar as acceptance is to take place, the item shall be deemed to have been accepted if
 - the delivery and, if we also owe the installation, the installation has been completed,
 - we have notified the Purchaser thereof with reference to the deemed acceptance pursuant to this Clause 7.7 and have requested the Purchaser to accept the goods,
 - two weeks have elapsed since delivery or installation or the Customer has started to use the delivered item (e.g. has put the delivered equipment into operation) and in this case one week has elapsed since delivery or installation and
 - the Purchaser has failed to accept the goods within this period for a reason other than a defect notified to us which makes it impossible to use the goods or significantly impairs their use.

8. Sample material

- 8.1. Each plant to be supplied by us shall be tested prior to shipment. For this purpose, the customer must send us the required original material to be used free of charge and at our request. The original material must be in accordance with the drawings.
- 8.2. We do not assume any liability that the entire quantity of the original material will be returned to the purchaser, that the original material will remain undamaged or that it will retain its value.
- 8.3. Items produced during the trial run or other results may not be put into circulation by the Purchaser.

9. Warranty for defects

- 9.1. The warranty period for defects of the delivered item is 12 months. The warranty period shall commence upon delivery or, if acceptance is required, upon acceptance. This period shall not apply to claims for damages which are subject to the scope of application of item 10.2. of these ALZB; such claims shall become statute-barred in each case in accordance with the statutory provisions. The period pursuant to sentence 1 shall likewise not apply insofar as the law pursuant to § 438 para. 1 no. 2 BGB and § 634a para. 1 no. 2 BGB (buildings and objects for buildings) as well as § 438 para. 3 or § 634a para. 3 BGB (fraudulent concealment of defects) prescribes longer periods.
- 9.2. However, we shall provide warranty for material defects of the delivered items which have an operating hours counter (in particular machines, electronic devices, etc.) for a maximum period of 4,500 (four thousand five hundred) operating hours, if this value of the number of operating hours is reached before expiry of the 12-month period within the meaning of clause 9.1. sentence 1. Otherwise, Clause 9.1., in particular sentences 2 to 4 thereof, shall remain unaffected.
- 9.3. The delivered items shall be inspected carefully immediately after delivery to the customer or to the third party designated by the customer. With regard to obvious defects or other defects which would have been recognizable in the course of an immediate, careful inspection, they shall be deemed to have been approved by the Purchaser if we do not receive a written notice of defect within seven working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the Purchaser if we do not receive notification of the defect within seven working days of the time at which the defect became apparent; however, if the defect was already apparent to the Purchaser at an earlier time during normal use, this earlier time shall be decisive for the commencement of the period for giving notice of defects.
- 9.4. At our request, a delivery item which is the subject of a complaint shall be returned to us carriage paid. In the event of a justified notice of defect, we shall reimburse the costs of the reasonable shipping route; this shall not apply insofar as the costs increase because the delivery item is located at a place other than the place of intended use provided for in the contract.

- 9.5. In the event of material defects of the delivered items, we shall first be obliged and entitled to rectify the defect or to make a replacement delivery at our discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the customer may withdraw from the contract or reasonably reduce the purchase price.
- 9.6. If a defect is due to our fault, the Purchaser may claim damages under the conditions set out in Clause 10 of these ALZB.
- 9.7. In the event of defects in components of other manufacturers which we are unable to remedy for licensing or factual reasons, we shall, at our discretion, assert our warranty claims against the manufacturers and suppliers for the account of the Purchaser or assign them to the Purchaser. Warranty claims against us shall only exist in the case of such defects under the other conditions and in accordance with these ALZB if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the Purchaser against us shall be suspended.
- 9.8. The warranty shall not apply if the customer modifies the delivery item improperly or without our consent or has it modified by third parties and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the Purchaser shall bear the additional costs of remedying the defect resulting from the modification.
- 9.9. Any delivery of used items agreed with the Purchaser in individual cases shall be made to the exclusion of any warranty for material defects.
- 9.10. Necessary assembly and travel costs incurred in connection with unjustified notices of defects shall be borne by the Purchaser.
- 9.11. In the event that the delivery item infringes an industrial property right or copyright of a third party, we shall, at our discretion and at our expense, modify or replace the delivery item in such a way that the rights of third parties are no longer infringed, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for the customer by concluding a license agreement. If we do not succeed in doing so within a reasonable period of time, the Purchaser shall be entitled to rescind the contract or to reduce the purchase price by a reasonable amount. Any claims for damages on the part of the customer shall be determined in accordance with Section 10 of these ALZB.
- 9.12. In the event of infringements of rights by products of other manufacturers supplied by us, we shall, at our discretion, assert our claims against the manufacturers and upstream suppliers for the account of the Purchaser or assign them to the Purchaser. In such cases, claims against us shall only exist in accordance with these ALZB if the legal enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the Purchaser against us shall be suspended.
- 9.13. Each contracting party shall notify the other contracting party in writing without delay if claims are asserted against it due to the infringement of property rights.

10. Liability for damages due to fault

- 10.1. Unless otherwise stated in the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 10.2. We are liable without limitation
- a) in case of intent or gross negligence,
 - b) for damages resulting from injury to life, limb or health,
 - c) according to the provisions of the Product Liability Act as well as
 - d) to the extent of any warranty assumed by us.

We shall be expressly liable without limitation in the cases specified above under b) to d), even in the event of slight negligence. The following limitations of liability according to clauses 10.3. to 10.5. do not apply to these cases.

- 10.3. We shall be liable - outside the scope of application of Section 10.2. of these ALZB - in the event of simple (minor) negligence only in the event of a breach of a contractual obligation, compliance with which is essential for achieving the purpose of the contract and compliance with which you as the customer may regularly rely on (cardinal obligation). Cardinal obligations are in particular the obligation to deliver and install the delivery item in due time, its freedom from defects of title as well as such material defects which impair its functionality or usability more than insignificantly, as well as consulting, protection and care obligations which are intended to enable the customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the customer's personnel or to protect the customer's property from significant damage.
- 10.4. Insofar as we are liable on the merits for damages in accordance with Section 10.3. in the event of a slightly negligent breach of cardinal obligations, this liability to pay compensation shall be limited:
- a) to damages which we foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which we should have foreseen by exercising due care; indirect damages and consequential damages which are the consequence of defects in the delivery item are also only eligible for compensation insofar as such damages are typically to be expected when using the delivery item as intended;
 - b) to an amount of EUR 5,000,000 per damage event (corresponding to the current coverage amount of our product liability insurance or liability insurance).
- 10.5. The foregoing exclusions and limitations of liability pursuant to Sections 10.3. and 10.4. shall apply to the same extent in favor of our corporate bodies, legal representatives, employees and other vicarious agents.
- 10.6. A change in the burden of proof to the detriment of the Purchaser is expressly not associated with the provisions in this Clause 10.

11. Special provisions for custom-made products

- 11.1. If the delivery item is tailored to the special requirements of the customer ("special production"), which we have not yet produced in this form for the purpose specified by the customer and if this is known to the customer, the following special provisions shall apply.
- 11.2. In the event of unforeseen difficulties of a constructive or other technical nature, the delivery or service deadlines shall be extended or the delivery or service deadlines for custom-made products shall be postponed by the period of time which is objectively reasonable for the solution of such difficulties according to the circumstances of the respective individual case.
- 11.3. We shall be entitled to demand acceptance of the custom-made product by the customer at our works after completion (preliminary acceptance). For this purpose, we shall notify the Purchaser of the completion and grant him a reasonable period of time in text form for the preliminary acceptance with reference to this Clause 11.3. If the Purchaser is in default with a (preliminary) acceptance or if he refuses the preliminary acceptance, the risk shall pass to the Purchaser from the day on which he is in default or the declaration of refusal is received by us. After the preliminary acceptance has taken place, we may - unless otherwise agreed - demand payment of up to 50% of the agreed price before we are obliged to dispatch, assemble and commission the goods.
- 11.4. Irrespective of the agreed performance data, the custom-made product is capable of acceptance if it can provide an appropriate performance for the Purchaser, taking into account the respective technical difficulties of the material to be processed and the economic benefit effect.
- 11.5. If the preconditions for the fulfillment of the contract given at the time of the conclusion of the contract or assumed by us without gross negligence, in particular due to new technical knowledge or experience on our part, have changed so substantially that this economically comes close to an impossibility of our performance, we shall be entitled to withdraw from the contract. Claims for damages on the part of the customer are excluded in this respect.

12. Assembly, installation and/or repair services

- 12.1. Unless it is expressly agreed that assembly and/or installation services as well as services for installation and commissioning and for training of personnel are included in the price of the delivery, they shall be remunerated on a time basis in accordance with our price list for assembly and repair services valid at the time the respective services are ordered. This shall also apply to repair services which the customer cannot claim on the basis of a warranty right. We shall send the price list to the Customer in text form at the Customer's request.
- 12.2. In addition to the remuneration for the work performance, the necessary travel expenses and costs of accommodation of the personnel deployed by us for the performance of the service, as proven by us in the individual case, shall be reimbursed by the Customer. In the case of air travel, costs for travel in premium economy class (or

comparable classes), for 1st class rail travel and for travel by car, the reimbursement rates applicable under the valid income tax guidelines shall be reimbursed.

12.3. In the case of services in accordance with Clause 12.1. abroad, the Purchaser shall at its own expense

- for adequate accommodation of the personnel sent by us,
- for the provision of a translator suitable for translation to the extent required, and
- in time before the start of the trip to obtain the necessary permits, visas, etc. for entry, exit and stay.

to provide. Furthermore, the Customer shall bear any taxes or other social charges separately incurred due to the provision of such services abroad.

12.4. If the services pursuant to Clause 12.1. are interrupted for a longer period than two days for reasons beyond our control, we shall be entitled to recall the personnel sent by us to perform the work and to resume the work only after the obstacle has been removed. In such a case, the additional costs incurred by the recall shall be borne by the customer. If the duration of the interruption exceeds a period of more than one month, both contracting parties shall be entitled to terminate the order placed for the assembly, installation and/or repair services; unless these services are necessary for the fulfillment of the delivery obligations assumed by us.

12.5. The customer is obliged - as far as it is reasonable for it - to support us to the best of its ability in the provision of the services; in particular, the customer is obliged to cooperate as follows:

- Provide sufficient qualified staff to the appropriate extent to fulfill required participation activities;
- Provision or, if necessary, procurement of all required documents and information;
- Provision of suitable work and recreation rooms for the personnel we employ;
- Provision or, if necessary, procurement of the technical aids required for the performance of the services (e.g. tools, measuring and drawing equipment, electricity, water, lubricants, sampling material, etc.).);
- Elimination of obstacles within the Purchaser's sphere of influence which impede the execution of the assembly or repair work, in particular external influences or third party rights (e.g. third party property rights).

12.6. A prerequisite for the dispatch of our employees or agents for the performance of the services pursuant to Clause 12.1. is the written confirmation of the Purchaser that all necessary preparations for the performance of the work have been made on his part.

12.7. If the cooperation owed by the customer is not provided or not provided on time, we shall be released from our performance obligations for the period in which the respec-

tive action is outstanding. In addition, we shall be entitled to set the customer a reasonable grace period in writing for the performance of the cooperation owed. After the unsuccessful expiry of this grace period, we shall be entitled to terminate the assembly or repair order placed with us and to demand reimbursement of our expenses and operating times incurred up to that point; further claims shall remain unaffected.

13. Rights of use, licenses

- 13.1. We reserve the ownership and/or - insofar as the content may be subject to copyright protection - the copyright to all offers and cost estimates submitted by us as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the purchaser. The Purchaser may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties, or reproduce them without our express consent. At our request, he shall return these items to us in full and destroy any copies made, insofar as they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The storage of electronically provided data for the purpose of usual data backup is excluded from this.
- 13.2. Insofar as software is a component of our deliveries and services, the rights granted to the Purchaser in this respect shall be limited to the use of the programs in connection with the goods exclusively within the Purchaser's business operations.
- 13.3. For software or other programs which we have obtained from third parties, the restrictions of the license granted to us by these third parties shall apply in addition, of which we shall inform the customer.

14. Secrecy / Confidentiality

- 14.1. The mutual secrecy and confidentiality obligations of the parties shall primarily be governed by the separate secrecy agreement which we regularly conclude with our contractual partners and which has priority of application (precedence) over the provisions of these ALZB. In the event that a separate non-disclosure agreement between us and the Customer is not concluded or does not cover the subjects of regulation mentioned below, the following provisions of Sections 14.2. to 14.5. shall apply with regard to confidential information.
- 14.2. "Confidential Information" shall mean all information and documents of the respective other party which are marked as confidential or which are to be regarded as confidential from the circumstances, i.e. in which the respective party has an interest in secrecy from the point of view of an objective and prudent businessman. Confidential Information includes, in particular, business secrets, products, prototypes, samples or utility models, technical drawings, manufacturing processes, production methods, know-how, inventions, business relationships, customer lists, sales lists, sales figures, profit margins, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data), IT systems or computer programs used, all other financial, technical, economic, legal, tax information as well as information relating to the business activity, personnel or management.
- 14.3. The parties agree to maintain confidentiality about confidential information.

- 14.4. Such confidential information is exempt from this obligation,
- a) which were demonstrably already known to the Recipient at the time of the conclusion of the contract or which subsequently become known to the Recipient from a third party without violating a confidentiality agreement, statutory provisions or official orders;
 - b) which are public knowledge at the time of conclusion of the contract or are made public thereafter, unless this is due to a breach of the confidentiality agreement;
 - c) which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obligated to disclose shall inform the other party in advance and give it the opportunity to object to the disclosure.
- 14.5. The parties shall only grant access to Confidential Information to those consultants who are subject to professional secrecy or who have been previously imposed obligations corresponding to the confidentiality obligations of this Agreement. Furthermore, the parties shall disclose the Confidential Information only to those employees who need to know it for the performance of this Agreement and shall impose confidentiality obligations on such employees to the extent permitted by employment law.

15. Final provisions

- 15.1. The contractual relations between us and the Purchaser shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- 15.2. The exclusive place of jurisdiction for any disputes arising from the business relationship between us and the customer is DE-64293 Darmstadt. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- 15.3. Insofar as the contract or these ALZB contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these ALZB if they had been aware of the loophole.