

General Terms and Conditions

1. Preamble & Area of Application

- 1.1 The general business terms and conditions of WKB Systems GmbH shall apply exclusively for all business relationships, even to information and consultation services.
- 1.2 These general business terms and conditions shall also apply for contractual amendments, supplements and side agreements without requiring explicit reference to them.
- 1.3 Any general business terms and conditions and purchasing provisions contrary to or deviating from these general business terms and conditions, which the contractual partners or purchasers may have created, shall only apply if and when we have expressly acknowledged them in writing. Any silence on our part regarding such contrary general business terms and conditions shall not be considered as acknowledgement or agreement in particular, even with regard to future contracts. Our general business terms and conditions shall apply instead of any potential general business terms and conditions, which the customers or purchasers may have created, even if in accordance with such the general business terms and condition of the customers or purchasers are intended to acknowledged unconditionally after acceptance of the order, or we make delivery after notification by the customers or purchasers of the applicability of their general business terms and conditions, unless we expressly waive the applicability of our general business terms and conditions. The exclusion of the general business terms and conditions of the customers or purchasers shall also apply when the general business terms and conditions do not include any special regulations regarding the individual regulation issues. Customers or purchasers shall expressly acknowledge that they have waived the legal objection derived from their general business terms and conditions or purchasing conditions.
- 1.4 The contractual parties shall immediately confirm verbal agreements in writing.
- 1.5. These general business terms and conditions shall apply to businesses in the sense of § 14 of the German Civil Code (hereafter BGB), meaning natural or legal entities who acquire the goods or services for commercial or professional usage, legal entities of a public nature and public legal special funds pursuant to § 310, Paragraph 1, Clause 1 of the BGB.
- 1.6 To the extent that claims of compensation for damages enter into discussion in the following paragraphs, such shall be understood to mean claims of compensation for expenditures in the sense of § 284 of the BGB in the same manner.

2. Information, Consultation, Product Properties and Services

- 2.1 Information and explanations with regard to our products and services provided by us or our marketing agents shall be exclusively made based on our prior experience. Such does not represent any properties or guarantees with regard to our products. The values specified thereby shall be viewed as the average values of our products. We shall not assume liability for such due to lack of express agreement to the

contrary that our products and/or services are suitable for the purposes intended by the contractual partners or purchasers.

- 2.2 We shall only assume an obligation of consultation only when special consultation contracts expressly take effect.
- 2.3 Any guarantee shall only apply as accepted by us when we have identified a property and/or the success of a service in writing as *legally guaranteed*.

3. Samples, Transferred Documents and Suggestions for Data, Patterns and Expenses

- 3.1 The properties of patterns or samples shall only become a component of the contract when such has been expressly agreed upon in writing. The contractual partner or purchaser shall not be justified to exploit or transfer patterns. If we make sales based on the pattern of a product, deviations from such shall be allowable for the delivered goods and shall not justify complaints or claims against us, when such are customary and the delivered goods comply with any agreed upon specifications, to the extent not otherwise agreed upon.
- 3.2 We retain all rights of ownership and copyrights for patterns, depictions, drawings, data, suggestions for expenses and other documents regarding our products and services provided or transferred to the contractual partners or purchasers. Such shall also apply for those written documents that have been designated as confidential. The contractual partners or purchasers shall be obligated to not provide access to the patterns, data and/or documents indicated in the preceding clause to third parties, unless we have issued our express written approval. Such shall be returned upon request if we do not receive an order based on such.

4. Contractual Exclusions, Scope of Deliveries and Services, Risk of Procurement and Guarantee

- 4.1 Our offers shall be made non-binding if they have not been expressly designated as contractually binding.
- 4.2 The statement regarding Clause 3 shall also apply to the offer of attached depictions, drawings, weights and dimensions and other documents. Such shall ultimately be described in the individual items, but are also not contractually binding.
- 4.3 The contractual partners or purchasers shall be considered to be contractually bound to us 14 days (5 days for electronic orders) after their placement of the order (respectively at our location), to the extent that the contractual partners or purchasers do not need to be invoiced periodically with later acceptance (§ 147 of the BGB). Such also apply for the subsequent orders by customers.
- 4.4 Contracts shall first take effect, even with regard to ongoing business transactions, when we have confirmed the customers' or purchasers' order in writing or textual form (meaning by fax or email) through order confirmation. Confirmations of orders shall only apply under the condition that the customers', or purchasers', outstanding balances will be settled and that checks of the customers', or purchasers', credit will not provide negative information. Confirmations of our orders may be replaced upon delivery of the goods or services within the binding deadlines intended by the

- customers', or purchasers', orders by our delivery, whereby conveyance of the delivery shall be considered authoritative.
- 4.5 Contractual partners or purchasers must notify us in writing in a timely manner before the conclusion of contracts about any special requirements for our products. Such notifications shall not however extend our contractual obligations or liability. If not otherwise expressly agreed upon, we shall ultimately be obligated to deliver the products orders as marketable, allowable goods in the Federal Republic of Germany.
- 4.6 We shall ultimately be obligated to make delivery from our own reserves of goods (reserve obligation).
- 4.7 Acceptance of the risk or guarantee of procurement shall not be our obligation for delivery of a certain matter of the same type alone. We shall only assume a risk of procurement in the sense of § 276 of the BGB in force through written, special agreement identified by the expression: *...we assume the risk of procurement...*
- 4.8 If contractual partners or purchasers delay the acceptance of the product or its conveyance for justifiable cause, we shall be justified to demand immediate payment after setting a 14-day deadline and its expiration, to withdraw from the contract or to reject fulfillment at our discretion and to demand compensation for damages instead of payment in full. The deadline must be set in writing or textual form. We do not have to refer to the rights of this clause.
- If the event that the preceding regulated demand for the compensation of damages, the compensation for damages shall be 20% of the net delivery price for the plant and sales contracts or 20% of the agreed upon net compensation for service contracts. Proof of other amounts of damage or of cases without damage shall be retained by both parties. Reversal of the burden of proof shall not be attached to the preceding regulations.
- 4.9 If purchasers delay delivery orders, we shall be justified to delay the by the same amount of time as the purchaser's delay plus a disposition period of 4 business days at our location.

5. Delivery, Location of Fulfillment, Delivery Periods, Delays in Delivery and Packaging

- 5.1 Contractually binding delivery deadlines and periods must be expressly agreed upon in writing. With regard to contractually non-binding or approximated delivery deadlines and periods, we will make every effort to comply with such.
- 5.2 Deadlines for deliveries or services shall start upon conclusion of the contract, to the extent not otherwise agreed upon. However, they shall not start before the receipt of the documents to be provided by the contractual partner or purchaser, before all details about the execution of the order have been clarified and complete clarity has been assured, before the clarification of all technical questions and agreement about the nature of the order, the timely and proper fulfillment of the obligations of the contractual partners or purchasers (in particular the obligations of payment, collaboration and other obligations on the part of the contractual partner or purchaser) and timely self-delivery of WKB Systems GmbH with the materials and raw materials have been clarified. The same shall apply for deadlines for deliveries and

- services. If contractual partners or purchasers have requested modifications after issuance of the order, a new suitable deadline for the delivery of goods or services shall start when we confirm said modifications.
- 5.3 The deadlines for delivery shall be complied with if the goods have left our plant by their expiration, the goods have been transferred for conveyance or the notification has been provided of readiness to make delivery.
- 5.4 If our delivery will be delayed, the contractual partner or purchaser must set a suitable subsequent deadline of at 14 days for performance, to the extent not suitable. If said deadline is not complied with, claims for the compensation of damages shall exist due to breach of obligations, regardless of cause, only according to the measure of the regulation in Clause 11.
- 5.5 If acceptance is not completed by the agreed upon deadline, we will store the goods that are the object of the contract at the expense of the contractual partner or purchaser. We shall invoice customers additionally for any expenses arising for packaging, conveyance or insurance (the latter to the extent that conveyance insurance has been agreed upon) upon shipment.
- In the case of storage, contractual partners or purchasers must pay storage fee in the amount of one percent of the net compensation per week for the stored goods. Proof of lower or higher expenses, including proof of no expenses for the contractual partners or purchasers, shall be retained by both parties.
- 5.6 If damage were to be increased for the contractual partners or purchasers due to our delay, they shall be justified in demanding compensation for said delay under the exclusion of further claims. For each week of delay started, this shall amount to 0.5% of the net compensation for the delivery of the goods or services delayed in whole, but shall be limited to a total of 5% of the net compensation for the entire delivery and/or service, which was not provided in a timely or contractual manner by us as a consequence of the delay. Further replacement on our parts of the delay damages shall be excluded. Such shall not apply for claims due to injury of life, limb or health, for delay and in cases of fixed delivery deadlines agreed upon in the legal sense and the transfer of a performance guarantee or a risk of procurement in accordance with §276 of the BGB and for legally mandated liability in cases of intentional, culpably or fraudulent business conduct on our part.

6. Force Majeure and Self-delivery

- 6.1 If we do not receive reasons, for which we are not responsible, for the provision of our delivery of goods or services that are the object of the contract owed to our suppliers despite proper and sufficient coverage before conclusion of the contract with the contractual partners or purchasers corresponding to the quantity or quality from our supplier or service agreement with customers (congruent effect), do not receive such properly or in a timely manner, or force majeure takes effect for not insignificant period (meaning a period of more than 14 calendar days), we shall notify our contractual partners or purchasers in a timely manner in writing or textual form. In that case, we shall be justified to delay the delivery by the term of the hindrance or withdraw in whole or in part due to the non-fulfilled portion of the contract, to the

extent that we have performed our preceding duty of due diligence and have not assumed the risk of procurement or a guarantee of delivery. Force majeure shall exist regardless of strikes, lock-outs, official disruptions, lack of power or raw materials, no-fault bottlenecks in conveyance or hindrances, no-fault operational hindrance (such as fire, water or machine damage) and all other hindrances that have not been culpably caused by us in an objective manner of consideration.

- 6.2 If a delivery deadline or period has been contractually agreed upon and the agreed upon delivery deadline or period were to be exceeded due to events according to Clause 6.1, the contractual partners or purchasers shall be justified to withdraw from the contract once a deadline has been set and expired without fulfillment of part of the contract. The further claims of contractual partners or purchasers, in particular those for compensation of damages, shall be excluded in such a case.
- 6.3 The preceding regulation pursuant to Clause 6.2 shall apply correspondingly when the causes indicated in Clause 6.1, if continued adherence to the contract cannot be justified to the contractual partner or purchaser even without a contractually determined delivery deadline.

7. Shipment, Risk of Loss and Acceptance

- 7.1 To the extent not otherwise agreed upon in writing, delivery shall be made ex works according to the Incoterms 2010. When there is an obligation of pick up and conveyance, the goods shall be conveyed at the customer's risk and expense.
- 7.2 We shall retain the right to choose the conveyance method and means for agreed upon shipment with the lack of other agreement. However, we will make every effort with regard to the conveyance method and means to take the wishes of the contractual partner or purchaser into consideration without a claim on the part of the contractual partner or customer. Additional expenses arising from such, such as conveyance and insurance expense even when freight-free delivery has been agreed upon, shall be borne by the contractual partner or purchaser. If conveyance were to be delayed at the request of the contractual partner or purchaser or caused by the contractual partner or purchaser, we will store the goods at the expense and risk of the contractual partner or purchaser. Clause 5.5, Paragraph 2 shall apply correspondingly. In this case, the indication of readiness for delivery shall be considered the same as delivery.
- 7.3 The risk of accidental decay or impairment shall transfer to contractual partners or purchasers, if pick up with transfer of the product to be delivered was agreed upon, or transfer to the conveyor, the carrier or other companies specified for shipping, if conveyance was agreed upon, however upon departure from our plant or warehouse or branch office of the manufacturer's plant at the latest, unless an obligation of provision has been agreed upon. Such shall also apply if our conveyance arrangements, our employees or from another location was arranged as the location of fulfillment, and such shall apply without regard for the question of who should bear the expenses for shipping. The preceding statements shall also apply if partial delivery was agreed upon.

7.4 If shipment is delayed due to enforcement of our right of retention as a consequence of delay in payment, in whole or in part, by the contractual partner or purchaser, or for other reasons caused by the contractual partner or purchaser then the risk shall transfer to the contractual partner or purchaser from the date of receipt of the notification of readiness for conveyance or delivery of services to the contractual partner or purchaser.

8. Notice of Defect, Breach of Obligations due to Material Defect and Guarantee

8.1 The contractual partner or purchaser must immediately provide notification of detectable defects, however at least 12 days after retrieval of the service from the plant or warehouse, otherwise after delivery or of hidden defects immediately upon detection. Notification of the latter must be provided to us within the statute of limitations of the guarantee in accordance with Clause 8.2. Notifications after the expiration of the deadlines shall exclude any claims by contractual partners or purchasers due to material defects. Such shall not apply in cases of intentional, culpable or fraud, in cases of injury to life, limb or health or the transfer of the guarantee of freedom from defect or a risk of procurement in accordance with §276 of the BGB or other legally enforceable liability claims. The special legal provisions for final delivery of the goods to a consumer (Supplier's Recourse, §§478 & 479 of the BGB) shall remain unaffected thereby.

8.2 To the extent not otherwise expressly agreed upon in writing or textual form, we provide a guarantee for a period of 12 months for material defects, starting on the day of the transfer of risk (see Clause 7.3), in cases of non-acceptance, from the time of notification of readiness for transfer of goods. Such shall not apply to claims for compensation of damages from a guarantee, the transfer of the risk of procurement in the sense of §276 of the BGB, claims due to injury to life, limb or health, fraud, intent or culpability business transactions on our part or when a longer expiration period has been mandated in cases of §§ 478 & 479 of the BGB (recourse in the chain of supply), §438, Paragraph 1, Clause 2 of the BGB (setup of constructs and delivery of materials for construction) and §634a, Paragraph 1, Clause 2 of the BGB (defects in construction) or otherwise legally mandated. §305b of the BGB (precedence of individual agreements in verbal, textual or written form) shall remain unaffected thereby. Reversal of the burden of proof shall not be associated with the preceding regulation.

8.3 Our provision of a guarantee (claims from breach of obligation due to poor performance for cases of material defect) and the liability resulting from such shall be excluded to the extent that material defects and the damage associated with such cannot be proven to be in reference to incorrect materials, construction or defective execution or incorrect manufacturing materials or, to the extent owed, defective usage instructions. In particular, the guarantee and the liability resulting from such based on breach of obligation due to poor performance shall be excluded for the following incorrect use, inappropriate storage conditions and for the following chemical, electromagnetic, mechanical or electrolytic effects, which are not intended

by the product specifications in our description of the product or specification as otherwise agreed upon or the respective data sheets for our part of that of the manufacturer, or do not correspond to normal standard effects. The preceding shall not apply for fraud, culpability or intentional business transactions for our part or injury to life, limb or health, the transfer of a guarantee, of a risk of procurement pursuant to §276 of the BGB and a liability according to a legally enforceable state of liability.

- 8.4 We do not assume any provision of guarantee in accordance with §§478 & 479 of the BGB (recourse in the supply chain, supplier's recourse), if contractual partners or purchasers process, change or otherwise modify the products that are objects of the contract delivered to the extent that such does not correspond to the contractually agreed upon purpose of the products.
- 8.5 Acknowledgement of the breach of obligation in the form of material defects shall always require the written form.

9. Prices, Payment Conditions and Defense of Uncertainty

- 9.1 All prices are understood to be Ex Works, including the expenses for loading in the plant (excluding packaging, conveyance expenses and installation) and, to the extent not otherwise agreed upon, insurance expenses in addition to the legal VAT to be borne by contractual partners or purchasers in the legally proscribed amounts, in addition to any duties specific to countries other than the Federal Republic of Germany as well as customs, fees and public duties for the delivery of goods or services.
- 9.2 Payment methods other than cash or wire transfer shall require special agreement between us and the contractual partners or purchasers. Such shall apply in particular for the use of checks and bills.
- 9.3 The date of the receipt of the money by us or credit to the account of the payment office specified by us shall be considered to be the date of payment for agreed upon wire transfer.
- 9.4 We shall be authorized to increase the compensation, on the one hand, in cases of increase in the expenses for manufacturing, materials and/or product procurement, payroll and ancillary wage expenses, social entitlement fees and energy or environmental protection and/or fluctuations in currencies and/or changes in customs, freight fee and/or public duties correspondingly, if such affect the manufacturing of the goods, procurement expenses or expenses for our contractually agreed upon services directly or indirectly and if there is more than 4 months between the conclusion of the contract and delivery. An increase in the preceding sense shall be excluded to the extent that the increased expense will be settled by a reduction in expenses in reference to our total expense burden for the delivery for individual or all of the preceding factors. If the preceding expense factors are reduced without the reduced expenses being offset by the increase of another of the preceding expense factors, the reduced expense shall be transfer to the customer as part of a price reduction. If the new price is 20% or more of the original price due to our preceding right to adjust prices, customers shall be justified to withdraw from the

- contracts that have not been completely fulfilled. They may however enforce this right only immediately after notification of the increased price.
- 9.5 For machines and systems, payment of up to 40% must be made within 7 days after receipt of our order confirmation without the deduction of rebates. An additional 60% must be paid within 7 days after notification of readiness for conveyance with the deduction of rebates. Payment must be made by agreement for replacement parts and other consumable materials.
- 9.6 Upon the entry of default, a default penalty will be invoiced in the amount of 9 percentage points above the base interest rate of the European Central Bank on the respective due date. The enforcement of damages arising from such shall remain unaffected thereby.
- 9.7 A right of retention or offsetting on the part of the contractual partner or purchaser shall only exist with regard to those counterclaims that are not in dispute or legally determined.
- 9.8 A right of retention may only be exercised by contractual partners or purchasers to the extent that such a counterclaim refers to the same contractual relationship.
- 9.9 We shall only accept bills offered in exceptional cases of agreement and only for processing. We shall invoice discount charges from the due date of the invoice until the date of expiration of the bill as well as the expenses of the bill. Contractual partners or purchasers must bear the interest and expenses for discounting or the collection of bills. The date of payment shall be considered as the payment date for bills and checks. If our bank rejects bill discounts or there is doubt that a bill discount will be made during the period of the bill, we shall be justified in demanding immediate payment in cash for return of the bill.
- 9.10 Incoming payments will first be used to defray the expenses, then the interest and finally the primary demand according to their age.

10. Retention of Ownership and Seizure

- 10.1 We retain the ownership of all goods and machines delivered by us (hereafter collectively Retained Goods), until all our demands from the business obligation with the contractual partners or purchasers, including claims arising in the future from contracts concluded later, have been settled. Such shall also apply for a balance to our benefit when individual or all demands by us have been accepted in an outstanding invoice (open items) and the balance has been paid.
- 10.2 The contractual partners or purchasers must insure the Retained Goods sufficiently against fire and theft in particular. Claims against the insurance policy from a case of damage affecting the Retained Goods shall thereby be transferred to us in the amount of the value of the Retained Goods.
- 10.3 The contractual partners or purchasers shall be justified to resell the delivered products through usual business transactions. Other rights, in particular, seizure or granting collateral ownership shall not be granted to them. If the Retained Goods are not paid upon resale to third party purchasers, customers shall be obligated to retain the right of ownership for the resale. Justification for resale of the Retained Goods

- shall be waived without further actions, if contractual partners or purchasers have made their payments or they will be in default.
- 10.4 The contractual partners or purchasers shall assign all demands, including collateral and side rights to us, which extend against the final receiver or against third parties to them from, or in connection with, the resale of the Retained Goods. They may not make any agreements with their receivers that exclude or impair our rights in any manner or nullify the assignment in advance of the demand. In cases of sale of the Retained Goods with other objects, the demands shall apply against the third-party receivers in the amount of the delivery price agreed upon between us and the contractual partners or purchasers as assignments to the extent that the amounts arising from the individual goods cannot be determined from the invoice.
- 10.5 The contractual partners or purchasers shall continue to be justified for the collection of the demand assigned to us until our allowable revocation at any time. However, we shall be obligated to revoke the authorization for collection only for justified cause. For example, such a justified interest shall be present if the customer does not make their payments properly or enters into default. Upon our request, they shall be obligated to provide us with the information and documents required for the collection of assigned demands and, to the extent that we collect such ourselves, to inform their receiver immediately about the assignment to us.
- 10.6 If contractual partners or purchasers records demands from the resale of Retained Goods in an open item relationship existing with their receiver, they shall assign an acknowledged closing balance resulting their benefit in that amount to us, which will correspond to the total amount entered in the open item relationship from the resale of our Retained Goods.
- 10.7 If the contractual partners or purchasers has already assigned the demands from the resale of the products to third parties either delivered or to be delivery delivered by us, in particular due to real or artificial factoring or other agreements could be impaired due our current or future according to Item 10 collateral rights, they must notify us of such immediately. In cases of artificial factoring, we shall be justified in withdrawing from the contract and demanding the surrender of products that have already been delivered. The same shall apply in cases of real factoring, if customers do not have free access to the sale price of the demand according to the contract with the factor.
- 10.8 With regard to illegal business transactions owed on the part of the purchaser, in particular payment default, we shall be justified to recall all Retained Goods after withdrawal from the contract. Contractual partners or purchasers shall be obligated to surrender in this case without further action and shall bear the conveyance expenses required for their return. If we recall the Retained Goods, withdrawal from the contract shall exist. We shall be justified to resell the Retained Goods. The profits from the resale will pay those demands that the contractual partners or purchasers owe us, less appropriate expenses for resale. We may enter the business rooms of the contractual partners or purchasers at any time during normal business hours to determine the state of goods delivered by us. Customer must immediately inform us

- of all access by third parties to the Retained Goods or subsequent demands assigned to us.
- 10.9 If the value of the collateral existing according to the preceding provisions for us exceeds the secured demands by a total of more than 10%, we will be obligated to release the collateral to that extent upon request by the contractual partners or purchasers at our discretion.
- 10.10 The Retained Goods shall be processed and modified for us as manufacturer without obligating us. If the retained goods are processed with other objects that do not belong to us and cannot be separated from them, we shall acquire co-ownership of the new object in proportion of the net invoice amount of the Retained Goods to the value of the other processed objects at the time of processing. If our goods are connected with other movable objects into one comprehensive object that must be viewed as one comprehensive object, the contractual partners or purchasers shall transfer the co-ownership to the same proportion as of that point in time. The contractual partners or purchasers shall hold the ownership or co-ownership for us without compensation. The rights of co-ownership arising from such shall be considered as the Retained Goods thereafter. The contractual partners or purchasers shall be obligated to issue the required information for pursuing our rights of ownership or co-ownership at any time upon our request.
- 10.11 The contractual partners or purchasers must immediately notify us of seizure or other encroachments by third parties so that we can issue a complaint in accordance with § 771 of the German Code of Civil Procedure (Zivilprozessordnung, hereafter ZPO.) To the extent that the third party is not capable of compensating us for the expenses related to court and other procedures related to the complaint in accordance with § 771 of the ZPO, the customer shall be liable for the remainder.

11. Exclusion and Limitation of Liability

- 11.1 Subject to the following exceptions, we shall **not** be liable for breach of the obligations from the debt relationship, in particular not for the claims of the contractual partners or purchasers for compensation of damages or replacement, regardless of the legal reason.
- 11.2 To the extent legally mandated, the preceding exclusion of liability according to Clause 11.1 gilt shall not apply for cases of:
- intentional and culpable breach of obligations by the contractual partners or purchasers and intentional or culpable breach of obligations by legal representatives or vicarious agents
 - breach of significant contractual obligations, where significant obligations are those obligations that protect the legal positions of the contractual partners or purchasers, that the contract must assure them according to its content and purpose. Furthermore, those contractual obligations significant shall be considered significant, whose fulfillment initially make the proper execution of the contract possible in general and in whose compliance the contractual partners or purchasers periodically rely on or may rely on

- injury to life, limb and health, including by legal representatives or vicarious agents
 - default to the extent that a pre-determined supplier and/or pre-determined time of performance was agreed upon
 - where the extent of the guarantee provides for the characteristics of our goods or the presence of successful performance or a risk of procurement in the sense of §276 of the BGB
 - liability according to the German Product Liability Act or other legally mandated states of liability
- 11.3 In the event that we or our vicarious agents are responsible only for light culpability and the preceding Clauses 11.2, and Sub-clauses 4, 5 and 6 thereunder are not present, we shall only be liable for damages typical for contracts that can be foreseen for the breach of significant contractual obligations.
- 11.4 Our liability shall be limited to the amount according to each individual case of damage to a maximum liability sum amounting to €. Such shall not apply if we are responsible for fraud, intent or culpability, for claims due to injury to life, limb or health and in cases of a demand that affect tortious conduct, an expressly transferred guarantee or the transfer of a risk of procurement in accordance with §276 of the BGB or in cases of legally mandated liability sums greater than such. Further liability shall be excluded.
- 11.5 The exclusions and limitations of liability according to the preceding Clauses 11.1 through 11.4 and Ziff. 11.6 shall apply to the benefit of our organizational bodies, our management and non-management employees and other vicarious agents as well as our sub-contractors.
- 11.6 Customers' claims for compensation of damages from this contract may only be enforced within an exclusion period of one year from the start of the legal statute of limitations. Such shall not apply if we are responsible for intent or culpability, for claims due to injury to life, limb or health and in cases of a demand that affect tortious conduct, an expressly transferred guarantee or the transfer of a risk of procurement in accordance with §276 of the BGB or in cases for which a longer statute of limitations is legally mandated.

12. Location of Fulfillment

- 12.1 The location of fulfillment for all contractual obligations shall be our location of business with the exception of cases with the transfer of a debt of delivery or other agreement.
- 12.2 To the extent that the contractual partner or purchaser is a business person in the spirit of the German Commercial Code, the exclusive court of jurisdiction for all disputes shall be our location of business. For purposes of clarification, the regulation of responsibility for Sub-clauses 1 and 2 shall also be between us and the contractual partners or purchasers, who can make non-contractual claims in the sense of Directive Nr. 864/2007 of the European Union. However, we shall be justified to make claims against the contractual partners or purchasers at their general court of jurisdiction.

12.3 The law of the Federal Republic of Germany shall apply exclusively for all legal relationships between the contractual partners or purchasers and us with the exception of the United Nations Convention on Contracts for the International Sale of Goods (hereafter CISG). It should be noted for purposes of clarification that this legal option should be understood as an option in the sense of Art. 14, Paragraph 1b) of the CISG and thereby also for non-contractual claims in the sense of said directive. If foreign law were to be applicable in individual cases, our general business terms and conditions must be presented such that the economic intent pursued by them shall be assured to the broadest possible extent.

13. Export Checks, Product Permits and Import Provisions

13.1 Due to a lack of other contractual agreements with the contractual partners or purchasers, the goods delivered shall be intended for initial introduction to the market of the Federal Republic of Germany or for delivery outside of the Federal Republic of Germany to the agreed upon country for initial delivery.

13.2 The export of certain goods by the contractual partners or purchasers from there may be subject to the obligation of approval, for example due to their nature, intended usage or final disposition. The contractual partners or purchasers shall themselves be obligated to check such and to authoritative export guidelines and embargos for said goods, in particular those of the European Union, Germany and other EU member states as well as, if necessary, the USA or other Asian or Arabian countries and third-party countries affected and to comply strictly with such, to the extent that they export the products delivered by us or allow third parties to export such. In addition, customers shall be obligated to ensure that they receive the required national permits or product registrations before importing into an introductory country other than agreed upon with us and that the specifications anchored in the national law of the affected country for the provision of the user information in the local language and all import provisions have been fulfilled.

13.3 In particular, the contractual partners or purchasers shall check and ensure, and prove to us upon request, that:

- the products transferred are not intended for usage relevant to armament, atomic technology or weapons
- companies and people who have been listed on the US Denied Person List (DPL) will not be supplied with goods, software and technology originating in the US
- companies and people who have been listed on the US Warning List, US Entity List or US Specially Designated Nationals List will not be supplied without authoritative permits with certificates of US origination
- companies and people who have been listed on the List of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorist or the EU terrorist lists or other authoritative negative lists for export controls will not be supplied
- military recipients will not be supplied with the products delivered by us

- recipients for who a breach against the miscellaneous export check guidelines of the EU and the ASEAN countries in particular will not be supplied
 - compliance with all early warning indicators from the responsible German or national authorities of the respective countries of origination will not be supplied
- 13.4 Goods delivered by us may only be accessed or used if the contractual partners or purchasers are in compliance with the checks and assurances indicated above. Otherwise, the contractual partners or purchasers must refrain from the intended export and we shall not be obligated to provide goods and services.
- 13.5 The contractual partners or customers shall be obligated to obligate third parties in the same manner as indicated in Clauses 13.1 through 13.4 for the transfer of goods delivered by us to said third parties and inform them about the necessity of compliance with such legal guidelines.
- 13.6 Customers shall ensure that all national provision for import into the introductory countries have been fulfilled for agreed upon delivery outside of the Federal Republic of Germany at their own expense.
- 13.7. Customers shall release us from all damages and obstructions that result from the culpable breach of the preceding obligations in accordance with Clauses 13.1-13.6.

14. INCOTERMS, the Written Form and Severability Clause

- 14.1 The INCOTERMS 2010 shall apply to the extent that business clauses have been agreed upon in accordance with the International Commercial Terms (INCOTERMS).
- 14.2 All agreements, side agreements, assurances and contractual modifications shall require the written form. Such shall also apply for the rescission of the provision for the written form. The precedence of individual side agreements in written, textual or verbal forms (§350b of the BGB) shall remain unaffected thereby.
- 14.3 If a provision of this contract should be ineffective or non-executable, or become so, for reasons of the law of the general business term and conditions in accordance with §§ 305 through 310 of the BGB in whole or in part, the legal regulations shall apply. If a current or future provision of this contract were to be ineffective or non-executable, or become so, for other reasons than the provisions affecting the law of the general business terms and conditions in accordance with §§ 305 through 310 of the BGB in whole or in part, the validity of the remaining provision of the contract shall remain unaffected thereby, to the extent that the execution of the contract would not represent an unjustifiable difficulty for one party, including in consideration of the following regulations. The same shall apply if a loophole requiring supplementation were to result after the conclusion of this contract. Contrary to any principle, according to which a severability retention clause should ultimately reverse the burden of proof in principle, the effectiveness of the remaining provisions of the contract shall remain unaffected under all circumstances and thereby waive §139 of the BGB in total. The parties shall replace the ineffective or non-executable provisions for reasons other than the provisions affecting the law of general business terms and conditions in accordance with §§ 305 through 310 of the BGB or loopholes requiring supplementation with an effective provision, which corresponds to the overall purpose

of the contract to legal and economic content of the ineffective, nullified or non-executable provision. § 139 of the BGB (partial nullification) shall be excluded expressly. If the nullification of a provision affects the performance of the measure determined therein or the time (deadline or period), the provision must be agreed upon with the legally allowable measure that comes closest to the original measure.