

General Terms and Conditions of Delivery, Services and Payment (in the following called General Conditions of Delivery and Payment)

1. General

- (1) The following terms and conditions shall apply exclusively to all contractual relationships between customer and Eolane SysCom GmbH – hereinafter called the “Contractor”. The Contractor shall not recognise opposing terms and conditions or those deviating from the Conditions of Delivery and Payment, unless the Contractor has expressly consented to their validity. The Contractor’s Conditions of Delivery and Payment shall also apply if the Contractor provides the goods and services to the customer unconditionally in full awareness that the customer’s terms and conditions oppose or deviate from these terms and conditions.
The Contractor is entitled to withdraw from the contract if the customer objects to the Conditions of Delivery and Payment. In this case, claims on the part of the customer are excluded.
- (2) All agreements concluded between the customer and the Contractor for the purpose of implementing this contract are recorded in the contract in writing.
- (3) The Contractor’s Conditions of Delivery and Payment shall also apply to all future business transactions with the customer.
- (4) The customer is obligated to inform the Contractor if it cannot be ruled out that the products delivered by the Contractor will be delivered to consumers in terms of Art. 13 BGB [German Civil Code] – also built into other products.
- (5) The Contractor reserves the unrestricted right to ownership in and possibly protected exploitation rights to cost estimates, calculations, samples, models, drawings and other documents of a physical or non-physical nature. The above mentioned documents may only be used by the customer to examine the offer and may only be made accessible to third parties after prior written consent from the Contractor. The drawings and other documents attached to the offer must be returned immediately if the order is not placed. The above regulation shall not apply if the documents listed are generally accessible.

2. Offers

- (1) Contracts are only concluded through a written or electronically transmitted order confirmation from the Contractor. Until then, the Contractor’s offers shall remain open and non-binding, in particular, but not exclusively with regard to design, prices and dates, unless they were expressly marked “binding”. In principle, the order confirmation is exclusively decisive for the scope of goods and services.
- (2) The documents with illustrations, drawings and weights that the Contractor’s offer is based on are carefully determined, but only approximately relevant unless expressly agreed otherwise. Measures and units quoted are not binding unless they were expressly marked “binding”. Changes that only affect the performance insignificantly or improve it remain reserved if they are acceptable to the customer. The Contractor is not liable vis-à-vis the customer for the suitability of the goods and services for the purpose envisaged by the customer.

3. Customer obligation to cooperate

- (1) The customer shall nominate a competent contact person who is available to the Contractor for necessary information and makes the decisions required for the execution of the order or can obtain these without delay. The Contractor will involve the customer’s contact person if and to the extent that the execution of the order necessitates this.
- (2) The customer creates all the conditions to enable proper execution of the order, in particular, the customer shall ensure that the necessary cooperation on its part or that of its vicarious agents is provided to the Contractor on time, to the necessary extent and at no charge.
- (3) If the customer’s software needs to be changed or complemented in order to execute the order, it must make one of its responsible, qualified employees available to make the changes or, at the Contractor’s request, to assist the Contractor.
- (4) If it is necessary to use one of the customer’s machines in order to execute the order, it shall make responsible, qualified service personnel from within its company available.
- (5) The customer must make the customer-specific documents required for the execution of the order and other necessary internal information available to the Contractor even without special request.
- (6) The customer is liable for delays and errors in the execution of the order if these result from specifications supplied by it, inaccurate or incomplete information or other circumstances for which it is responsible.

4. Delivery and service

- (1) Dates of deliveries and service provision have been adhered to when the Contractor notifies the customer of readiness for shipment within the agreed upon times or agreed on a date for the provision of the service with the customer. Appropriate partial deliveries or partial performances and customary and reasonable deviations from the delivery quantity are permissible, unless the partial delivery or partial performance is of no interest to the customer.
- (2) The Contractor is not responsible for the delay of goods and services due to force majeure or due to events beyond the control of the Contractor that make the delivery significantly more difficult or impossible not only temporarily – this includes, in particular, disruption, strike, lock-out, official directives, raw material shortage, electricity supply problems, mobilisation, riot, and delay due to a factor for which the CUSTOMER is responsible, including design problems, late delivery of components supplied by the CUSTOMER, failure of the industrial means supplied by the CUSTOMER, etc... ; etc., also when these occur at the Contractor’s subcontractors and their subcontractors – even when dates and times were agreed as binding. This entitles the Contractor to postpone the delivery or service by the duration of the disruption plus an adequate start-up period, or to withdraw from the contract, in part or in full, with regard to the unfulfilled portion.
- (3) The Contractor is also not responsible for the delay of goods and services during the design, industrialisation and production start-up phases
- (4) Should the disruption last for more than three months, the customer is entitled, after setting a reasonable period of grace, to withdraw from the unfulfilled portion of the contract. Should delivery be further delayed or the Contractor released from its obligation, the customer cannot derive any compensation claims from this. The Contractor can only plead the circumstances mentioned if it informs the customer immediately.
- (5) If the Contractor is responsible for not adhering to bindingly agreed dates and times or is in default, the customer shall have a claim to default compensation of 0.5% for every completed week of the delay, however, at most 5% of the invoice value of the goods and services affected by the delay. These penalties shall be maximum-rate and final, exclusive of any other form of reparation, to which customer agrees.
- (5) Compensation claims by the customer due to a delay in delivery as well as compensation claims instead of performance which exceed the limits mentioned in Clause 4 (4) are also excluded in all cases of late delivery even after expiry of an extension granted to the Contractor. This shall not apply in cases of intent, gross negligence or due to injury to life, limb or health where liability is compulsory. The customer can only withdraw within the context of legal provisions if the Contractor is responsible for the delay in delivery. The above regulations do not lead to a change in the burden of proof to the customer’s disadvantage.
- (6) The customer is obligated to declare within a reasonable time period whether it wants to withdraw from the contract due to the delay or insist on delivery.
- (7) The Contractor supplies its performance according to the state of technology in line with the assignment. Specifications from the customer must be in writing and sent to the Contractor before conclusion of contract.
- (8) Orders are executed in compliance with the principles of proper professionalism by qualified employees or by service partners authorised by the Contractor. The Contractor reserves the right to choose the co-workers and the service partner employees.
- (9) Work is performed at the customer or at the Contractor to the extent required to properly execute the order. If work is performed at the customer, the customer will make sufficient working material and workstations available to the Contractor’s employees.
- (10) The customer is not authorised to instruct the Contractor’s employees. The Contractor’s employees are not integrated into the customer’s business. The Contractor is entitled to perform the work in reasonable portions as long as the customer does not as a result incur any additional unacceptable expenses.
- (11) If despatch or delivery at the customer’s request are delayed by more than a month after notification of readiness for despatch, the customer can be invoiced storage fees of 0.5% of the price of the items of the delivery for every month or part thereof, however, at most a total of 5%. The Contracting Parties reserve the right to prove higher or lower storage costs.

5. Confidentiality

- (1) The customer is obligated to keep all information received from the Contractor strictly confidential; the information may only be disclosed to third parties with the express written consent of the Contractor.
- (2) Information, facts, documents, data and/or knowledge not generally accessible at the time of their transmission are confidential, in particular, technical and/or economic information, design documents, specifications, drawings, samples, prototypes, test results and/or other know-how (hereinafter called "confidential information") that the customer has or will receive from the Contractor during or as a result of negotiations with it, its directors, employees and/or consultants, either in writing, in text form or verbally. In addition, confidential information includes all compilations, files, calculations, experiences, technologies, electronic, electromagnetic or visual data carriers, prices and/or terms and conditions in any form whatsoever. Furthermore, confidential information especially includes all copies made of these, self-provided materials and summaries.
- (3) The obligation to confidentiality shall also apply after this contract has been processed during a period of two (2) years after its end or cancellation. It expires if and to the extent to which the know-how contained in the confidential information has become public knowledge. The customer must obligate its employees accordingly.

6. Prices, despatch, packaging

- (1) Prices, fees as well as ancillary costs are calculated in accordance with written agreements. If these have not been concluded, the Contractor is entitled to invoice the prices of Eolane SysCom GmbH valid on the day of performance. In the absence of specific prices for the relevant performance, the current market-based price shall be deemed agreed upon. Prices and fees, in principle, do not include fares, travelling costs, packaging costs, freight costs and insurance for providing performance at another location than the Contractor's head office. These costs are invoiced to the customer separately and in accordance with the principles in Clause 6 (2). All prices and fees are ex works excluding packaging plus valid value added tax. If the customer requests express shipping, it shall bear all additional costs thus incurred.
- (2) Surcharges on opening packaging units are explicitly reserved. If the minimum value of EURO 100.00 net per order is not reached, an administration fee of EURO 15.00 net shall be imposed.
- (3) Despatch occurs at the customer's risk. The risk of accidental destruction or accidental deterioration is transferred to the customer when goods are handed to the freight forwarder, at the latest when they leave the factory. If shipping is delayed for reasons not attributable to the Contractor, the risk is transferred on notification of readiness for despatch.
- (4) The Contractor is responsible for the choice of suitable modes of transport (aircraft, rail, vehicle). The Contractor shall choose the mode of transport appropriate for the purpose. The expenses incurred for technicians and other personnel provided by the Contractor are determined in accordance with valid provisions under fiscal law for international travel in the respective country (Federal Tax Gazette Part 1). The flat-rates for additional meal allowances according to LStrR [*Wage Tax Guidelines*] shall apply to domestic travel. When using a motor vehicle, a rate of Euro 0.80 is charged for every kilometre travelled.
- (5) Hired packaging and hired pallets remain the Contractor's property and must be returned in perfect condition with the next delivery. The return of pallets that are equal in design and value is permitted. If return does not occur within one month of delivery, the Contractor shall invoice its own costs. The customer is entitled to return transport packaging of the Contractor's deliveries to its head office. Packaging must be clean, free from foreign material and sorted according to material. Otherwise the Contractor is entitled to charge the customer the costs incurred for waste disposal.

7. Invoicing, payment and assignment of claims

- (1) Invoices are due for payment to the Contractor under the payment dates stated on the invoices and after delivery. If performance within the context of a works contract has not yet been approved, at least half the invoice amount is due for payment.
- (2) Agreed payment dates have been adhered to when the amount to be paid is available to the Contractor on due date. Cheques and drafts are only accepted on account of performance. There is no entitlement that the Contractor accepts the above mentioned means of payment.
- (3) The customer has a right of retention only with regard to claims from the same contractual relationship which are undisputed or legally determined. In the latter case, it can only retain the payment of dues in case of defects to parts of the goods or services up to an amount that corresponds to the

value of the defective goods or services.

- (4) The Contractor will first offset payments with still outstanding older claims against the customer. If interest has already accrued on these, the Contractor is entitled to first offset the interest charge and then the principal debt.
- (5) If the customer defaults on payment, the Contractor is entitled to charge interest at the statutory rate valid at the time.
- (6) If there are doubts regarding the customer's ability to pay, in particular, in the case of arrears, suspension of payment, seeking arrangement in settlement or a moratorium on the part of the customer, the entire claim shall become due immediately. The same shall apply if insolvency proceedings were initiated or initiation was rejected due to a lack of assets. In this event, the Contractor can demand prepayment or collateral and withdraw the payment date. After receipt of payment, the Contractor will provide its performance to the customer in full. The right to withdraw from the contract remains unaffected.
- (7) The assignment of claims or collection by third parties is permitted.
- (8) The customer can only offset those claims which are undisputed or legally determined.

8. Provision

Devices, machines or other equipment lent or rented to the customer remain the Contractor's property. They must be marked clearly and visibly by the customer as the Property of the Contractor and may only be used for the agreed purposes. The customer must treat

these with care and protect them from third party access. In the case of loss or damage as well as pledges or other third party interference, the customer shall notify the Contractor immediately in writing. In the case of pledges or interferences, the customer must make reference to the Contractor's ownership. The customer will reimburse the Contractor all damages and costs arising as a result of a possible breach of this obligation and the thus necessary investment measures against third party access. If the Contractor carries work material and/or tools with it in order to provide the performances, the customer must make suitable possibilities available to it to store these securely at no charge.

9. Retention of title

- (1) Until the fulfilment of all claims (including all debit claims from current accounts) that the Contractor is due for all legal reasons against the customer now and in the future, the Contractor is granted the following securities which it will release at his discretion, provided their value sustainably exceeds the claims by more than 10%.
- (2) The goods remain the Contractor's property. Processing or alterations always occur for the Contractor as manufacture, however, without any obligation on its part. If the Contractor's (co-)ownership expires through combination, then it is now already agreed that the Contractor's (co-)ownership of the unified matter is transferred to the Contractor in proportion to the value (invoice amount). The customer stores the Contractor's (co-)ownership free of charge. Goods in which the Contractor is entitled to (co-)ownership are called retention goods in the following.
- (3) The customer is entitled to process or sell the retention goods within the normal course of business, as long as it is not in default. Pledges or transfers by way of security are not allowed. The customer already now assigns all claims arising from resale or any other legal reason (insurance, unauthorised actions) with regard to the retention goods (including all debit claims from current accounts) to their full extent to the Contractor as security. The Contractor grants the customer a revocable authorisation to collect the assigned claims in its own name for the account of the Contractor. This authorisation to collect can only be revoked if the customer does not properly meet its payment obligations.
- (4) In the case of third party access to the retention goods, in particular, pledges, the customer shall make reference to the Contractor's ownership and notify it immediately, so that the Contractor can assert its ownership rights. If the third party is not in a position to reimburse the Contractor shall be liable for the costs it incurs in connection with in court or out of court action.
- (5) In the case of conduct contrary to the contract – in particular, default of payment – the Contractor is entitled to withdraw from the contract and to demand the return of the retention goods.
- (6) For the rest, the regulations of the supplementary clause "Expanded retention of title" of ZVEI in the November 2005 version shall apply.

10. Acceptance and Transfer of ownership

The customer may not refuse to accept the deliveries due to an insignificant defect.

The products / services shall remain the property of EOLANE until full payment of their price is made by CUSTOMER. Nonetheless, upon their delivery, CUSTOMER shall assume the risks of loss, theft, or wear of the products, as well as the liability that these may incur.

11. Warranty

- (1) The goods and services owed by the Contractor are carefully and expertly provided according to state of the art as well as the relevant safety provisions. No guarantee is assumed for test products that are used by the customer and not yet approved, pre-serial devices and/or prototypes or for services. Within its service provision, however, the Contractor guarantees that it works carefully and professionally.
- (2) After successful approval of work contracts only one claim of the work due to hidden defects shall be considered. After discovering the defect, notification must be made immediately and within a ten (10) working days period at the maximum. If notification is not made within two weeks after discovering the defect, the work shall be considered accepted by the customer. The notification of defect must describe the defect in detail and be in writing.
- (3) For sales contracts the regulations of Art. 377 HGB [*German Commercial Code*] shall apply. A waiver by the customer is explicitly opposed.
- (4) Within the context of justifiable notices of defect, all parts or performances that display a defect must be remedied free of charge, newly delivered or reworked, at the Contractor's discretion, if the cause already existed at the time of the transfer of risk. The period of limitation for all newly delivered goods or newly produced works that are used properly is twelve months after the risk has been transferred to the customer if it is a merchant, unless the law stipulates a different time limit. With regard to consumers, the legal provisions shall apply.
- (5) The Contractor must be given the opportunity to remedy within a reasonable period.
- (6) Claims from the customer for expenses necessary for remedy, in particular, transport, toll, work and material costs are excluded if the expenses increase because the object of delivery was subsequently moved to a different location than the customer's place of business, unless relocation conforms to its intended use.
- (7) Recourse action on the part of the customer against the Contractor according to Art. 478 BGB [*German Civil Code*] (Recourse of Entrepreneur) exists only to the extent that its customer is a consumer and the customer has concluded no agreements with its buyer beyond the statutory warranty claim. For the scope of the customer's recourse claim against the Contractor according to Art. 478 (2) BGB, Clause 11 (6) shall apply accordingly. Liability for all damages is excluded if they are not explicitly mentioned in the above provisions, also if they did not occur to the object of delivery. Excluded here are damages resulting from intent or gross negligence on the part of the owners, managing employees or vicarious agent of the Contractor or damages based on culpable breach of a cardinal duty. In the latter case, however, liability is limited to the typically occurring, foreseeable damage. Cardinal duties are those duties whose fulfilment actually enables the proper implementation of the contract in the first place, and the adherence to which the customer can generally rely on. The exclusion of liability shall also not apply in cases in which liability is assumed for injury to life, limb or health due to defects to the object of delivery or material damage to objects being used privately.
- (9) The warranty claim expires if the result of performances/design or the Contractor's object of delivery has been changed. If the customer refuses the Contractor the opportunity to view or test the notified defect or if he remedies without the Contractor's prior consent, the warranty claim also expires, unless the customer had to act immediately due to imminent danger of deterioration. The entitlement to claim for warranty does not include natural wear and tear, and also not damages caused after the transfer of risk by faulty or negligent handling, by overuse, due to unsuitable resources and due to electrical and/or mechanical effects that go beyond the normal use.
- (10) Should in exceptional cases a serial error occur, the Contractor will, at its discretion, exchange or repair the affected equipment in the series. If the Contractor's product has been incorporated into another product, the Contracting Parties shall mutually agree whether and to what extent the Contractor's products are to be repaired or exchanged. In this event, the Contractor shall reimburse the customer's justified costs after prior consent and written agreement with the customer. The customer can only assert this stipulation within the warranty period. Serial errors are errors in which the materials and components delivered by the Contractor display a frequency of error that lies markedly outside of the generally expected values or the values specified by the Contractor. A serial error has occurred, in particular, when the number of claimed

materials exceeds 8% of the respective quantity delivered within a period of 3 months.

- (11) For legal defects the above regulations shall apply accordingly subject to the regulation in Clause 18.

12. Liability / other damage claims

- (1) Liability beyond that intended in Clause 11 is excluded regardless of the legal nature of the asserted claim. This shall apply, in particular, to all damage claims arising from negligence in contracting, due to other breaches of duty or due to tortious claims for compensation of damages according to Art. 823 BGB.
- (2) The limitation according to Clause 12 (1) shall also apply if the customer demands the reimbursement of futile expenses instead of an entitlement to replacement of the defect.
- (3) If liability for damages vis-à-vis the customer is excluded or limited, this shall also apply with regard to personal liability for damages, that of employees, co-workers, representatives and vicarious agents.
- (4) The liability for damages caused by the customer using test products that are in the development stage and have not yet been approved, pre-serial equipment and/or prototypes is excluded.

13. Withdrawal / Cancellation

- (1) If goods and services subsequently become impossible for reasons that the Contractor is responsible for, the customer is entitled to withdraw from the contract. In the case of partial impossibility, the customer is entitled to withdraw from those parts of the contractual performance whose fulfilment has become impossible. If the partial fulfilment of the contract is of no interest to the customer, it can withdraw from the contract in total. In such cases, the customer is only entitled to claim damages under the conditions mentioned in Clauses 11 and 12.
- (2) If the Contractor is not responsible for the impossibility of fulfilling the contract, the contract shall be adjusted by mutual consent provided this is economically justifiable. Otherwise both Contracting Parties can withdraw from the contract in part or in total.
- (3) Should withdrawal from the contract or cancellation entail the expiration of rights of use, the customer is obligated to immediately return the original as well as all copies and part copies as well as copies of software programmes that have been altered or are linked to other programme materials, specifications and other copyrighted documents belonging to the Contractor or to destroy them after prior coordination with the Contractor. This shall not apply if there is a statutory duty to store them. The customer shall make the Contractor aware of this immediately in writing. When software is returned these "General Conditions of Delivery and Payment" are expanded by the provisions of the Contractor's End User License Agreement (EULA). In the event of conflicts between the provisions of the EULA and these "General Conditions of Delivery and Payment", the provisions of the EULA shall take precedence.
- (4) If goods and services subsequently become impossible due to reasons that the customer is responsible for, the customer cancels this contract without a right to cancellation or reason for cancellation, or the customer withdraws from the contract, it must reimburse all expenses, costs and other indirect or direct damages accrued to the Contractor.

14. Quality assurance

The Contractor maintains a qualified environment and quality management system in accordance with DIN EN ISO 9001:2008.

15. Product liability

If the Contractor is obliged to compensation for an error according to the regulations of the product liability law (ProdHaftG), the extent of liability is solely derived from the regulations in this law. Any liability beyond this requires an explicit written agreement.

16. Changes in design, illustrations and descriptions

The Contractor reserves the right to change the design at any time; it is, however, not obligated to make such changes to products already delivered.

The illustrations, dimensions, descriptions, technical details included in the respective catalogues as well as packaging units are binding; the Contractor expressly reserves the right to make changes.

17. Copyrights

- (1) If software of the Contractor is used in products that the customer bought from the Contractor permanently, the Contractor shall grant the customer a non-exclusive, temporally unlimited right to use the software in line with the contractual use of the product. The term "software" includes computer software, the associated mediums, printed material, application documentation, electronic instruction manuals as well as online

instruction manuals. Unless the following regulations expressly indicate otherwise, the term "software" also includes the updates and upgrades associated with an initial version.

If the Contractor makes its products available to the customer for a limited period of time, the customer shall receive a temporally limited, non-exclusive right to use the software in line with the contractual use of the product.

With regard to remuneration for the use of the software and possible service contracts, the Parties shall conclude a separate agreement.

- (2) The customer undertakes to ensure that everybody who uses the programme adheres to the licence agreement. The term "programme" includes the original programme, all copies of it (1 copy) as well as parts of the programme, even if these are incorporated into other programmes. A programme consists of machine-readable instructions, audio-visual content and the associated licence material. Otherwise the licence terms of the respective programme writer shall apply. In the absence of agreements stating otherwise, the customer may use the programme on only one computer. "Use" of the programme is given when the programme is stored in the main memory or on one of the computer's data carriers. A programme that is installed in a network server purely for the purposes of programme dissemination, shall not be deemed used.
- (3) The licence fees charged by the Contractor are guided by the frequency of use (for example the number of users), the resources (such as processor size) or a combination of the two. If access to a programme is controlled by a licence administration programme, copies may be made and stored on all devices under the control of the licence administration programme, however, use may not exceed the total number of admissible users or resources.
- (4) The customer may backup data in line with the rules of technology and create the necessary backup copy of the programme. If the handbook is available on a data carrier, it may be printed on paper. The customer may neither alter nor remove the Contractor's copyright notations. The customer is not entitled to use, copy, process, transmit the software in any manner other than that described here, convert it into a different print form or translate it in any other way unless such a conversion is indispensably envisaged through explicit legal provisions. It is not entitled to rent, lease the software or grant sub-licences to it.
- (5) At the end of a temporally limited right of use or with the effect of cancellation or withdrawal, all rights to use the software, including possible copies as well as written documentation on advertising aids that the customer received from the Contractor expire. The customer deletes all stored programmes from its computer systems, unless it is legally obliged to store these for a longer period. Other contractual ancillary duties of the customer vis-à-vis the Contractor shall continue beyond possible cancellation or an end of the contract.
- (6) For every event of contravening one of the duties stipulated in this Clause 17, the customer promises the Contractor, under exclusion of the defence of a continued violation, to pay a contractual penalty of 10% of the total contract value, however, no less than EUR 5,000.00.

18. Industrial property rights / defect of title

- (1) If the Contractor provides the contractual performance according to the customer's production descriptions, plans, drawings, instructions or other documents or objects received from it for reproduction, the customer assures that no third party rights are violated by executing the order, in particular, industrial property rights or copyrights (hereinafter: property rights) neither directly nor indirectly. In particular, the freedom from third party rights in this respect shall not constitute an intended quality of the goods and services of the Contractor. The Contractor is not obligated to independently check if there are opposing third party rights. Should the Contractor become aware of third party rights, it shall nevertheless point these out to the customer.
- (2) The customer indemnifies the Contractor in events of Clause 18 (1) from third party claims and will replace any damages incurred by the Contractor on first request.
- (3) If a third party asserts a claim against the Contractor in the events of Clause 18 (1) by invoking its entitlement to property rights, its entitlement to right of use or its entitlement to performance right in order to stop further performance, manufacture or delivery of the contractual objects, the Contractor is entitled – without checking the legal position – to withdraw from the contract and demand compensation for its expenses to date. Documents, objects and such like supplied to the Contractor that have not led to an order will be returned on request against the reimbursement of costs. Otherwise, the Contractor is entitled to destroy these three months after making an offer.
- (4) Unless otherwise agreed in writing, the Contractor is obligated to perform delivery free from third party industrial property rights and copyrights only in the country of delivery. If a third party asserts justified claims against the customer due to the

infringement of property rights by the performances provided by the Contractor and used in accordance with contract, the Contractor shall be liable towards the customer within the terms determined in Clause 11 (4) as follows:

- a) The Contractor shall at its discretion and at its costs either obtain a right of use, alter the deliveries concerned so that the property right is not violated or exchange them. If the Contractor cannot achieve this to adequate conditions, the customer is entitled to the statutory right to withdraw or the right to reduce the price.
- b) The Contractor's duty to pay compensation is based on Clauses 11 and 12.
- c) The customer shall inform the Contractor immediately in writing of rights asserted by third parties, and the Contractor reserves the right to conduct preventative measures and settlement negotiations. If the customer stops using the goods for reasons of reducing the damage or other reasons, it is obligated to point out to the third party that a cessation of use shall not constitute an acknowledgement of the infringement of property rights.
- (5) Claims from the customer are excluded provided it is responsible for the infringement of property rights.
- (6) In the case of the infringement of property rights, the provisions of Clause 11 (5) and (7) shall for the rest apply accordingly to the customer's claim regulated in Clause 18 (4) a.
- (7) Should other defects of title be present, the provisions of Clause 11 shall apply accordingly.
- (8) Additional or other claims by the customer, or those not regulated in Clause 18, against the Contractor and its vicarious agents due to a defect of title are excluded.

19. Duties of ElektroG

- (1) The customer assumes the obligation to properly dispose of the goods delivered after the end of their use at its own costs according to legal provisions, and indemnifies the Contractor from the obligations according to Art. 10 (2) ElektroG [Electrical and Electronic Equipment Act] (return obligation of manufacturer) and third party claims associated with these.
- (2) If the customer passes the goods on to commercial third parties and does not transfer by contract the obligation to effect disposal and to pass on such obligation, the customer shall be responsible to take back the delivered goods after the end of their use at its own costs and to dispose of them properly according to legal provisions. The Contractor's entitlement to assumption / indemnification by the customer shall not become time-barred before two years have expired following the final usage of the device. The two-year suspension of the statute of limitations begins at the earliest when the Contractor receives written notification from the customer that usage has ended.

20. Transfer of orders

The Contractor is entitled to transfer the order or parts of the order to third parties also without the customer's prior written consent. The Contractor shall be liable for the third party in the same way it is liable for its own vicarious agents.

21. COMPLIANCE WITH REGULATIONS IN FORCE

EOLANE hereby warrants that the products/services are compliant with regulations in force at the time of their delivery, as mentioned in the CUSTOMER's Specifications.

Environment: The manufactured products shall be in compliance with international, European, national, and local regulations and standards in force in matters of health, safety, and the environment, specifically (not exclusively) in matters of hazardous substances and preparations (REACH, RoHS, asbestos, ...) including for the transport of hazardous materials, waste (packaging, WEEE, etc.), consumption of energy and natural resources, electrical protection, etc. CUSTOMER shall mention in its Specifications any regulation applicable to the product or required.

Provisions applicable to REACH chemicals: EOLANE hereby warrants that the substances, alone or contained in preparations or products that it has incorporated for the production in question, have been used in compliance with the provisions relating to registration, authorization, and restriction. EOLANE shall inform its CUSTOMER as soon as it learns of any changes to the composition of the products/articles in question.

22. Data protection

The Contracting Parties shall treat the personal data of the other Contracting Party in accordance with the Federal Data Protection Act.

23. Transfer of risk

- (1) Risk is transferred to the customer also for carriage free deliveries as follows:
 - a) for deliveries without assembly and installation, when they have been delivered to or collected from despatch. At the

request and expense of the customer, the Contractor's deliveries are insured against common transport risks;

b) for deliveries with assembly installation, on the day of acceptance into own operations or, if so agreed upon, after a perfect trial run.

- (2) If shipping, delivery, the start, installation or assembly, the start of operation in own facility or trial runs are delayed due to reasons attributable to the customer or the customer is in delay of acceptance for any other reasons, the risk is transferred to the customer.

24. Assembly and installation

Unless otherwise agreed in writing, the following provisions shall apply to assembly and installation:

- (1) The customer must assume the following at its expense and provide it in due time:
- a) all earth, construction and other ancillary work from outside the industry including the experts and assistants, building material and tools required for this,
- b) commodities and materials required for installation and putting into operation, such as scaffolding, lifting devices and other facilities, fuel and lubricants,
- c) electricity and water at the place of usage including connections, heating and lighting,
- d) at the place of installation, sufficiently large, suitable and lockable rooms to store the machine parts, apparatus, material, tools and adequate workspace and recreational rooms for the installation personnel including suitable sanitation facilities. Furthermore, the customer must take the same measures to protect the Contractor's property and its installation personnel on the building site as it would to protect its own property.
- e) protective clothing and safety devices required as a result of special circumstances of the installation site.
- (2) Before installation work begins, the customer must make the required information about the location of the concealed power, gas, water lines/pipes or similar installations as well as the necessary static data available without prompting.
- (3) Before assembly or installation begins, the provisions and objects necessary to start work must be available at the assembly or installation site and all preliminary work before the start of installation must have progressed to the extent that the assembly or installation can be started as agreed and implemented without interruption. Access roads and the place of assembly or installation must be levelled and cleared.
- (4) If assembly, installation or start-up is delayed by circumstances for which the Contractor is not responsible, the customer must bear the additional costs for waiting periods and additionally necessary travel of the Contractor or the installation personnel. The customer must confirm the weekly work time of the installation personnel as well as the end of assembly, installation or start-up to the Contractor without delay.
- (5) If the Contractor demands that the performance is approved after completion, the customer must perform this within two weeks. Should this not occur, approval shall be deemed given. Approval shall equally be deemed given if the goods – possibly after the end of an agreed test phase – were put into operation.

24. Suspension of payment, insolvency

If the customer suspends its payment, a temporary insolvency administrator is appointed or there are bill or cheque protests against it, then the Contractor is entitled to withdraw from the contract in part or in total without the possibility of deriving claims against the Contractor from this.

Should the Contractor withdraw from the contract, the performance provided to date shall be invoiced at contract prices.

26. Export provisions

The customer is made aware of the fact that exporting the goods, information, software and documents (together also called products) according to the respective relevant export provisions of the Federal Republic of Germany, the European Union and/or the United States of America – e.g. due to their nature or intended use – could be subject to authorisation or excluded and breaches may be prosecuted. Therefore, the customer guarantees to strictly adhere to all nationally and internationally valid relevant export provisions and obtain the possibly required permits. In this regard, the customer undertakes, in particular, to check and ensure that

- if the products may only be delivered with a permit from the respective, in particular, also national authorities for armament-related, nuclear or weapon-related usage or delivered to a military recipient, this permit is obtained in advance;
- no company or person included in the Denied Persons List (DPL) of the American Department of Commerce may be supplied with goods originating in the US – software, technologies;
- the relevant UN Resolutions, EC Directives and German laws as well as lists from responsible German authorities are adhered to;
- the Entity List of the American Department of Commerce is adhered to;
- no deliveries are made to persons included in the Unverified List of the American Department of Commerce.

With regard to the permit obligation, the Contractor marks information, software and documentation according to the German and the EU export lists as well as the US Commerce Control List. In the event of breach of the above obligations by the customer, it shall indemnify the Contractor on first request from all claims and replace any damage that the Contractor's supplier or licensor, third parties or national or international authorities or organisations assert against the Contractor.

27. Contract language, correspondence

The contract language is German or English. All correspondence and any other documents must be produced in German and in English. Should the Contracting Parties speak any other language, the German or English wording shall take precedence.

28. Partial invalidity

Should individual parts of these General Conditions of Delivery and Payment be or become invalid, the validity of the remaining provisions shall not be affected by this. The same shall apply to filling contractual loopholes in these General Conditions of Delivery and Payment.

29. Legal venue/applicable law

- (1) The exclusive legal venue is 13435 Berlin, Germany if the customer is a merchant. However, the Contractor reserves the right to assert its claims at any other acceptable legal venue.
- (2) In addition, exclusively non-unified German law, namely BGB/HGB shall apply. The provisions of the UN Vienna Convention of 11 April 1980 on contracts for the international sale of goods (CISG) are excluded.

Berlin, September 23rd 2021

Eolane SysCom GmbH