General Terms and Conditions of Business

for our deliveries and services

provided by

Eckerle Technologies GmbH
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1. Applicability of our General Terms and Conditions of Business

1.1 Our general terms and conditions of business ("Terms") are applicable only to companies as per § 14 BGB (German Civil Code), legal persons according to public law, or special entity funds according to public law as per § 310 Para. 1 BGB, and are applicable to all our quotations, deliveries and services to our clients, no matter whether based on purchase contracts, factory contracts, or atypical contracts, or whether we provide consultancy or other contractual services, even if our Terms are not expressly mentioned when the contract is made.

1.2 Our Terms take effect on the 01.02.2021 and replace our Terms that were previously valid.

1.3 Conditions from our clients that vary, contradict, or supplement our Terms shall not be included in contracts unless we explicitly agree to their validity at least in textual form.

1.4 Our Terms shall also apply if we provide deliveries or services while knowing that the client's conditions vary, or if we do not include our Terms with individual future transactions. Any written or text-form agreements made individually with the client shall, however, take precedence over our Terms.

1.5 Rights over and beyond our Terms that are due to us according to legal regulations remain unaffected.

1.6 Hereafter we shall refer to our contractual partner as "Client".

2. Quotation and Contract

2.1 Our quotations are non-binding and without obligation, unless we have in individual cases explicitly designated these as binding.

2.2 Even if client orders are not explicitly designated as binding, these shall be considered binding declarations to us, and we can accept these within 10 days of receiving them.

2.3 Insofar as we have the right to subcontract client orders or jobs to third parties, we may make the client's ordering documents available to our sub-suppliers or subsidiary companies.

2.4 Scope and content of the delivery / service owed shall arise solely from our contract documents. After the contract is made, we reserve the right to make the following changes to the contractual products, insofar as this is considered reasonable for the ordering entity:

- Product changes as part of continuous product development and improvement;
- minor and insignificant variations in colour, shape, design, measurement, weight, or quantity;
- standard variations or variations that are unavoidable with current technology.

2.5 The quotation is subject to correct and punctual delivery by our suppliers of all prior materials and products required by us to fulfil the contract. This is applicable only in cases where non-delivery is not our responsibility, whereby it can be assumed that we have an appropriate and timely agreement with our supplier for a congruent covering transaction.

2.6 After the contract is closed, we shall make every effort to meet our client's request for changes with regard to the contracted deliveries and/or services insofar as this is reasonable within our operational ability; we shall not, however, accept any obligation to undertake the change. Insofar as investigation of the possibility of changes or the actual implementation of changes affects contractual service structure (payment, deadlines, acceptance procedures etc.), a written adjustment of the contract's stipulations must be completed without delay. For the duration of any interruption caused by the need to investigate the requested change and make an agreement about adjusting the contractual stipulations, we may require an appropriate additional payment according to the hourly rates of our employees who are unable to work on other tasks due to the interruption. For any investigation needed to determine whether the requested change can be implemented and under what conditions, we may also require an appropriate additional payment as long as we have notified the contractual partner of the need for the investigation and the contractual partner has issued an appropriate order for this investigation.

2.7 If the contract is made with unintentional errors on our part, for example due to data transmission errors, misunderstandings etc., then damage compensation by us according to § 122 BGB is excluded.

3. Prices, payment, delayed payment, and the right to offset costs and/or withhold work

3.1 Unless agreed otherwise in individual cases, the prices in our job confirmation and its list of services and scope of delivery shall apply exclusively.

3.2 Except for varying individual agreements, the prices listed in our job confirmation do not include the costs for
- packaging, shipping, freight, insurance, customs, or public fees

but are rather "ex works"
- plus setup and assembly services, other incidental costs
- and legally required value-added tax, which we will identify in the invoice on the billing date at the level required by applicable law.

3.3 If, between making the contract and delivering the ordered products, cost increases occur outside of our responsibility, in particular due to changes in market prices, material costs and raw material costs, such changes being unforeseeable at the time the contract was made, leading to our being able to obtain the goods or raw materials for contract fulfilment only under worse economic conditions, then we shall have the right to adjust the price agreed upon with the client, relative to the change in circumstances and without calculating for any additional profit, insofar as the goods are to be delivered no sooner than two months after making the contract. This shall also apply if currency fluctuations lead to our being able to obtain the goods from our suppliers only under worse economic conditions than were foreseeable at the time the contract with the client was closed. If the increase is more than 10% of the purchase price agreed with the client, then the client may withdraw from the contract it made with us.

3.4 We shall have the right to withhold overdue deliveries or services until payment or a collateral security has been made if after making the contract circumstances become known to us that significantly reduce the client's creditworthiness and endanger client payments of open client liabilities from the relevant contractual relationship. This shall also apply if the client refuses to pay or does not pay open liabilities to us, or if legally determined objections to our claims exist.

4. Terms of Payment

4.1 Insofar as nothing different is agreed, our invoices are due to be paid in full within 30 days of receipt, or within 14 days of receipt with 2% discount. Payments are to be made to our payments office free of charges and with no deductions. Payment is considered complete only when and

insofar as we have final access to the payment amount. We accept cheques and bills of exchange only where explicitly agreed in writing and only on payment accounts. Discount charges and any other cheque and bill of exchange fees are to be paid by the client. Our rights to withhold ownership shall remain reserved until all transfer requirements have been completely fulfilled. Cheques and bills of exchange are accepted only on payment accounts and bills of exchange only when previously agreed in writing. The discount, the fees, and any costs relating to the deposit of the amount from the cheque or bill of exchange are to be paid by the ordering entity. Effective fulfilment shall occur only when the cheque or bill of exchange is deposited and we are released from any exchange liability.

4.2 We have the right to require appropriate additional fee payments in addition to the legally applicable value-added tax amount.

4.3 If our client does not accept purchased goods after the end of an extended deadline set by the client (default of acceptance), then we may require an extra fee for storage costs from this point on. This shall not require particular proof, shall be calculated at 1% of the purchase price per week or part week, and is limited to 5% of the purchase price. Both we and the client shall, however, be at liberty to provide evidence that storage costs arising from non-acceptance of goods are zero, low, or high. Other claims shall remain unaffected by this.

4.4 Offset can be declared by the client only by way of undisputed or legally determined counterclaims. Beyond this, the client shall have the right to claim the right to withhold payment due to unfulfilled contract, insofar and inasmuch as we are liable for a violation of obligation according to § 276 BGB.

4.5 In case of significant debt and overdue payment on the part of the ordering entity, all claims due to us from the ordering entity arising out of the same legal relationship according to § 273 BGB shall be due for immediate payment.

5. Delivery / Delivery time / Delivery delay

5.1 Except where otherwise individually agreed, delivery shall be “ex works” and unpackaged. If we do package items, any transportation packaging and any other packaging shall not be taken back by us, in accordance with the German Packaging Law; the exception is pallets. The ordering entity shall be obligated to dispose of the packaging.

5.2 Delivery dates and deadlines are binding on us only if we have explicitly designated or confirmed them as binding. An agreed delivery deadline shall be considered fulfilled if the goods have left our factory by the deadline or if we have notified the client that the goods are ready to send but have not left our factory due to the client notifying non-acceptance. Deadlines agreed to be binding are fixed deadlines only if they have been explicitly defined as such in writing.

5.3 Adherence to delivery and service deadlines shall depend on punctual fulfilment of all cooperation obligations by the ordering entity, particularly the receipt of required documents and information from the client, clarification of all technical details with the ordering entity, payment of all agreed payments on account and possibly the opening of letters of credit, and presentation of permits and import licences from the authorities.

5.4 An objection due to unfulfilled contract remains possible. The client shall forgo issuing a notice of delay.

5.5 If our service is delayed, the client is obligated to set us an appropriate new deadline as a first step. If this deadline passes, the client shall have the right to claim damage compensation instead of fulfilment and to withdraw from the contract. The client must then declare, upon our request and before another appropriate new deadline, whether it insists on delivery or wishes to withdraw from the contract due to delay of delivery or service.

5.6 We are legally liable both for damage compensation due to delayed service and for damage compensation in place of the service. The following limitation, however, applies: Except in deliberate cases, our liability for damage compensation is limited to foreseeable, contract-typical damages. This liability limitation does not apply if a commercial fixed transaction was agreed or if the client can prove that a delay for which we are responsible results in the discontinuation of his interest in the contract’s fulfilment.

5.7 We have the right to provide partial deliveries or partial services, as long as the remaining delivery items or services are provided within the agreed delivery time.

6. Risk Transfer / Insurance

6.1 The risk of accidental loss or deterioration of the goods shall transfer to the client no later than when the goods are handed over to the client. When shipping is agreed, this risk shall transfer to the client once the goods are given over to the carrier, freight agent, or other person assigned to complete the shipment. This shall also apply to partial deliveries or if freight- or cost-free shipping has been agreed with the client. We shall select the transport agent and route to the best of our conscientious judgment, insofar as the client has not provided written instructions. At the client's request and cost, we can insure the goods under transportation insurance against risks defined by the client.

6.2 If the client is delayed in accepting, picking up, or retrieving goods, or if our deliveries or services are delayed for reasons within the client's responsibility, the risk of accidental loss or deterioration shall transfer to the client at the point in time of the delay, or at the time the deliveries or services would have been able to be provided had the client met his obligations.

6.3 If we select the shipping method, route, and/or shipping agent, we are liable only for malicious intent or gross negligence in making that choice.

7. Delay in accepting, picking up or retrieving goods

If the client is delayed in accepting goods at the place of fulfilment, in picking up or retrieving/requesting deliveries or services – also in cases of partial services or deliveries – or if the services or deliveries are otherwise delayed for reasons within the client's responsibility, then irrespective of our legal rights, we shall also have the following rights:

- to require immediate payment for the deliveries or services affected by the delay, and beyond this, to store delivery items at the client's cost and risk, or
- after an appropriate additional deadline set by the client – with regard to our rights – to make other arrangements for the deliveries affected by the delay and to deliver to the client with an appropriately extended deadline, or
- to withdraw from the contract and/or require damage compensation instead of the service. In the last case we may require 20% of the gross job amount as compensation without proof, insofar as it cannot be proven that significantly lower damage has been incurred. We reserve the right to claim higher damages if such have actually been incurred.

8. Reservation of ownership

8.1 The delivered goods shall remain our property until all claims due to us from the business relationship to the client have been paid in full. Current claims shall include cheques and bills of exchange as well as claims from current billing. If a liability for us arises out of exchange payment, our reservation of ownership shall end only once claims towards us are excluded from the exchange.

8.2 Sale of goods subject to reservation of ownership is only permitted to the client within its regular course of business. The client has no right to mortgage goods subject to our reservation of ownership, to assign them as security, or to make any other arrangements that endanger our property. In cases of confiscation or other interventions by third parties, the client must inform us at least in textual form without delay, must provide us in reasonable scope any information we request, must inform the third party of our ownership rights, and must support us in all measures to protect the goods subject to our reservation of ownership. The costs we incur in implementing these measures, especially costs to release access and retrieve the goods, shall be paid by the client, if and insofar as it is responsible for them, unless these costs may be billed to the third party.

8.2.1 At this point the client hereby relinquishes its claims to us from onsale of the goods with all incidental rights and value-added tax, independently of whether the goods subject to our reservation of ownership are onsold with or without processing. We hereby accept this relinquishment. Insofar as relinquishment may be impermissible, the client shall give the third party debtor irrevocable notice to forward any payments only to us. The client is given revocable authority to accept claims in trust on our behalf that have been relinquished to us. Accepted monetary amounts are to be passed on to us without delay. We have the right to revoke the client's authority to accept claims on our behalf and its right to onsell items, if the client does not properly fulfil its payment obligations to us, falls behind with payments, stops payments, or if an insolvency process or comparable process is opened with regard to the client's assets, for example an application for an insolvency protection order, or self-administration according to insolvency regulations or corresponding foreign regulations. Onsale of claims requires our prior agreement. The client's authority to accept payments shall end when the third party debtor is given the notice of relinquishment. If the authority to accept payments is revoked, we may require the client to inform us of all relinquished claims and their debtors, with all information required to facilitate achieving payment, giving us all relevant documentation and giving debtors notice of relinquishment.

8.2.2 The client does not have the right to mortgage goods subject to our reservation of ownership, to assign them as security, or to make any other arrangements that endanger our property. In cases of confiscation or other interference by third parties, the client must inform us at least in textual form without delay, must provide us all necessary information we request, must inform the third party of our ownership rights, and must support us in all measures we undertake to protect the goods subject to our reservation of ownership and our existing rights. The client shall pay all costs that fall within its responsibility and which we must incur to release access and retrieve the goods, insofar as they cannot be charged to the third party.

8.3 If the client's behaviour violates the contract, in particular if payment is delayed, we shall have the right – subject to insolvency laws and regulations – to revoke the given onselling authority and to take back the reserved goods, as well as to require relinquishment of the client's surrender claims to third parties; the client is obligated to surrender the items and must without delay allow access to the goods subject to our reservation of ownership, to us or to a third party assigned by us. The client may not enforce any retention rights against our surrender claim.

8.4 We may otherwise appropriately dispose of the reserved goods taken back for the above reasons, after a first warning and setting a deadline – subject to urgent insolvency law and regulations; the profit from disposal is to be offset against the client's obligations after appropriate disposal costs are deducted.

8.5 Under the same conditions for which we have the right to revoke the client's onselling authority, we may also revoke the authority to accept payments and require the client to inform us of all relinquished claims and their debtors, with all information required to facilitate achieving payment, giving us all relevant documentation and giving the third party a notice of relinquishment.

8.6 If reserved goods are damaged or lost, or if the client changes its company headquarters, the client must inform us without delay, at least in textual form.

8.7 Processing or retooling of the reserved goods by the client shall be completed for us at all times. If the reserved goods are processed together with other items not belonging to us, then we shall acquire joint ownership of the new item thus created in proportion of our calculated final value for the reserved goods including value-added tax to the final invoice amounts for the other processed items.
The newly created item shall otherwise be subject to the same conditions as the reserved goods. The client shall receive a vested right in the item newly created by processing corresponding to his vested right in the reserved goods.

8.8 If the reserved goods are mixed or connected inseparably with other items not belonging to us, then we shall acquire joint ownership of the new item thus created, in proportion of our calculated final value for the reserved goods including value-added tax to the final invoice amounts for the other mixed or connected items. If this mixing or connecting is done in such a way that the client's item can be seen as the main item, then the client shall assign us a proportional partial ownership. The client shall safeguard our sole or joint property for us.

8.9 If our reserved goods are onsold after processing or retooling, the client shall for safety hereby relinquish his payment claims to us in the amount of the final invoice (including value-added tax) of our claims. If we have obtained only partial ownership due to processing or mixing with other items not belonging to us, then the client's payment claim shall, in advance, be relinquished to us only in the amount proportional to our calculated final value for the reserved goods, including value-added tax, to the final invoice amounts for the other items not owned by us.

8.10 If our reserved goods are taken to an area of foreign jurisdiction in which the reservation of ownership or the relinquishment is not effective, then the equivalent security applicable in that legal jurisdiction corresponding to reservation of ownership and relinquishment shall be considered agreed. If the client's cooperation is required for the creation of such rights, then upon our instruction it is obligated to give reasonable declarations required to support the retention of our rights and to support us in obtaining them.

8.11 The client is obligated to ensure proper care and maintenance of goods subject to our reservation of ownership for its duration; in particular it is obligated to insure the goods at its own cost to a sufficient new value in the event of damage by fire, water, loss, natural disasters and extended coverage damage. The client hereby relinquishes to us its compensation claim from this insurance, as well as its damage compensation claim against a third party obligated to replacement. We hereby accept this relinquishment. Insofar as relinquishment may not be permissible, the client shall give its insurer or the liable third party an irrevocable notice to forward any payments only to us. The client is obligated to prove to us on our request that this insurance has been purchased. Insofar as other claims are due to us, these shall remain unaffected.

8.12 On the client's request, we are obligated to release securities due to us insofar as the liquid value of these securities, with regard to normal bank valuation discounts, surpasses the claims from our business relationship with the client by more than 20%. The securities to be released shall be selected at our discretion. Valuation is to be based on the invoice value for the goods subject to reservation of ownership and the nominal value of claims. If the client has subjected the reserved goods to processing, retooling or combining, then the acquisition price shall be the standard measure.

9. Fault claims, usage limitation, liability

In case of physical fault according to § 434 BGB we shall be liable only as follows:

9.1 The basis for our liability for faults shall be primarily the agreed quality of the goods. Any other description of our goods, public statements, recommendations and advertisements do not represent a contractually obligated quality guarantee. The standard quality information regarding the contents and scope of our service obligation according to No. 2.4 above, with regard to our goods, are in every case the object of a guarantee according to § 443 BGB only if this has been explicitly agreed. Insofar as our employees make additional verbal agreements or promises that go beyond the purchase contract, then such shall require confirmation in text form to be effective. Verbal declarations by persons with authority to represent us shall remain unaffected by the above regulation.

9.2 Our goods are intended exclusively for the purpose and use expressly permitted and defined by us in the relevant product specification. This categorically excludes use in life-saving or life-supporting medical devices, in military systems, in atomic installations, in installations according to appendices 1 and 2 of the German Environmental Liability Law, as well as in installations subject to comparable foreign regulations, and in aerospace technology, unless the use of the goods for such reserved purposes has been expressly approved at least in text form on a case-by-case basis. If the client uses the goods for impermissible purposes without our express permission, the client alone shall bear the risk from such use. We accept no liability for damages resulting from use for such purposes without prior express permission, unless it occurs due to mandatory and unavoidable legal regulations. In this case the client is obligated to release us from all third-party claims, unless the damage is unconnected with the use of our goods without permission.

9.3 We accept no liability for faults caused by natural wear and tear as well as external influences not foreseeable by us.
Guarantee claims of every type shall be void if the client,
▪without permission, independently repairs, alters, or processes goods obtained from us, and/or

▪ fails to handle, operate, or use the goods according to the conditions of use and technical guidelines provided by us, or if any other improper handling, use or operation occurs, and/or
▪ if there are circumstances that suggest the existence of the above described causes, if the client upon our request does not provide proof that the faults are not caused by the above described influences or circumstances, in part or in whole.

9.4 Immediately after receiving the goods from us, the client must check the quantity and quality. If the goods delivered by us are intended to be installed or assembled into other items, the client must first check them for characteristics that are required for proper use after installation, insofar as it is reasonable to ask the client to carry out such a check for type and quality before installation or assembly.

9.5 In case of obvious faults, the client must make a complaint to us in text form without delay. If circumstances dictate that a (hidden) fault can be determined only later, then the client must notify us in text form without delay when it is discovered. As part of the notification the client must describe the faults in writing. If the client does not notify us of faults in good time, the goods shall be considered approved. The same shall apply to excess or insufficient deliveries as well as any mistaken deliveries.

9.6 If the client neglects to make proper checks and/or fault notifications, our liability for the fault is excluded. If, therefore, the client neglects to notify us of the fault, or if the notification is not on time, or if the goods were not checked before installation or assembly with regard to characteristics that it would have been reasonable to check before installation or assembly, this being the reason that faults or variations so observed were not communicated or not communicated on time, then the goods shall be considered approved. In this case the client has no right to claim faults against us with regard to such faults. § 377 HGB (German Commercial Code) remains otherwise unaffected.

9.7 If the goods prove faulty, then we shall have the right to initially remediate within our own appropriate deadline and choose between remedying the fault or delivering goods without the fault. The client has no right to choose the method of remedy. We have the right to assign third parties to carry out repairs. Replaced parts shall become our property. For replacement deliveries and remedial work, the client shall have no further rights beyond those applicable to the original contractual product. Our right to refuse later fulfilment according to legal requirements shall remain unaffected.

9.8 If the client discovers faults in our goods or even simply claims this, then the client is obligated to provide us with the goods to check the complaint and to give us an appropriate deadline to carry out this checking. Until checking is completed, the client shall have no right to access the goods that it has complained about.

9.9 If the goods delivered by us were faulty at the time of risk transfer, we shall have the right, with regard to the type of fault and our justified interest in the client, to determine the type of remedy (replacement delivery or repair). If the remedy fails, or if remedy is not made despite an appropriate deadline and secondary deadline, then the client shall have the right to choose reduction, or, if the fault is not minor, to request withdrawal. This shall apply regardless of any justified damage compensation claims.

9.10 If the client has installed the faulty goods delivered by us according to the intended and permitted purpose and use into another item, or connected them to another item, it may request cost compensation from us according to § 439 Para. 3 BGB for removing the faulty item and installing repaired or replaced items (disassembly and assembly costs), but only in the following scope:

9.10.1 According to § 439 Para. 3 BGB, only such removal and reinstallation costs are “required” which occur as a result of reinstalling or attaching an item identical to the removed faulty product, and which occur based on standard commercial conditions, and are evidenced at least in text form.

An advance payment right for the client's removal and installation costs is excluded. Except with our agreement, the client is not permitted to unilaterally offset expense compensation claims for removal and installation costs against our purchase price claims or other payment claims. Claims from the client that go beyond the required removal and installation costs, especially costs for damages caused by the faults such as lost profits including imputed additional profits, operational interruption costs or additional costs for replacement purchases, are not removal and installation costs and therefore cannot be compensated as part of remedial fulfilment according to § 439 Para. 3 BGB.

9.10.2 If the costs of remedial fulfilment including the expenses claimed by the client according to § 439 Para. 3 BGB are disproportionate, especially in relation to the purchase price of the goods in faultless condition and with regard to the significance of contract violation, we shall have the right to refuse remedial fulfilment and the compensation of these costs.

9.10.3 Client claims for expenses required for remedial fulfilment, especially transportation, labour and material costs, are excluded to the extent that these expenses increase due to the goods being relocated away from the client's location or somewhere other than originally agreed in the contract, unless relocation corresponds with the intended use of the goods.

9.11 Insofar as the client recognises or due to gross negligence has not recognised that there exists no fault according to § 434 BGB and the reason for the complaint falls within its own area of responsibility, this is an unjustified fault complaint and we have the right to request compensation from the client for costs we incur as a result.

9.12 Physical fault claims shall expire 12 months after delivery. This time limit shall not apply insofar as the law according to BGB § 438 Para. 1 No. 2 (Buildings and items for buildings), § 438 Para. 3 (Fraudulent concealment), § 445 b Para. 1 (Right of recourse) in case of the final buyer's consumer characteristic, and § 634a Para. 1 No. 2 (Construction faults) prescribes longer time limits.

9.13 Rights of recourse according to §§ 445 a, 478 BGB shall exist only insofar as the client's claim as vendor was justified and then only to the legal extent, and not for the client's goodwill measures if they have not been previously approved by us at least in text form. Adherence to the obligations of the person holding rights of recourse, especially adherence to notification obligations, is a condition of our obligation to satisfy complaints and claims made against us.

9.14 Categorically, we do not provide a statement in reply to a fault claim from the client, and we do not enter into this kind of negotiation about the claim or the circumstances forming the basis of the claim.

9.15 The place of fulfilment for remedial fulfilment and repairs is the headquarters of our company.

9.16 For damage compensation or compensation of wasted expenses for physical faults, we shall be liable only according to No. 10 below (Limitation of liability).

10. Limitation of liability

10.1 If we are accused of malice or gross negligence and such an accusation constitutes the basis of the client's damage compensation claim, we shall be liable only according to the legal regulations. This shall also apply in cases of intentional or grossly negligent action of our representatives or agents.

10.2 In case of culpable violations of significant contractual obligations according to legal regulations, we shall also be liable. Significant contractual obligations are those the fulfilment of which makes the proper implementation of the contract possible in the first place and adherence with which the client may as a rule rely on. Insofar as we are not accused of intentional or grossly negligent actions, our damage compensation liability is limited to the foreseeable damages that typically occur in contracts of this type. No amendment of the burden of proof to the disadvantage of the customer shall be associated with this. Our liability due to culpable fatality, bodily injury or impaired health, as well as under product liability law and other mandatory unavoidable legal liability norms, shall remain hereby unaffected.

10.3 In the event of our liability due to simple negligence, our compensation obligation for damage to property and assets is limited to 500,000.00 EUR per incidence.

10.4 The above exclusions and limitations of liability shall apply to the same extent to our departments, legal representatives, employees and other agents.

10.5 Damage compensation claims going beyond this, no matter on what legal basis, are excluded

10.6 This shall also apply insofar as the client requests compensation for wasted expenses instead of claiming damages in place of service.

10.7 For liability due to gross culpability, as well as for damage compensation claims that are based on fatality, bodily injury or impaired health, the legal expiry regulations shall apply.

10.8 We share cost-free technical information on the construction of our products, only as a courtesy, with no intention for it to be legally binding, and to the exclusion of any and all liability. The required instruction depends on a number of different factors that we cannot fully cover within this type of information. Such information is therefore always non-binding and should be used as a guide only. In our experience, the figures we determine apply accurately to most general cases, but we cannot rule out that some deviations may be required as a result of specific application factors. The figures we provide therefore do not represent product-specific advice and/or a quality guarantee. The client is therefore not released from its own obligation to inspect and determine the specific technical norms and values that have to be complied with for its needs.

10.9 Otherwise, the expiry periods for fault claims shall apply according to No. 9.11.

11. Withdrawal

Except in the event of a fault, and except for special agreements, in cases of violated obligation the client shall have the right to withdraw only if we are responsible for this violation of obligation.

12. Penalty

We reserve unlimited ownership, copyright, and disposal rights over all quotation and contractual documentation, such as drafts, diagrams, images, brochures, catalogues, etc., as well as all samples, models and prototypes. Our client may use and exploit such documents, and make them accessible to third parties, only with our prior written approval. If the job is not ordered from us, the client must upon our request return to us all documentation given to it without delay. Rights to retention are waived.
In particular, the above-named documents, samples, models and prototypes of our delivery items may not be imitated or otherwise copied, and imitations or copies of our products may not be sold or otherwise exploited.
The client is obligated to pay a contract penalty of € 50,000 to us for every instance of violation of the above-named obligations, insofar as it does not provide proof of innocence. We reserve the right to enforce damage compensation beyond this.

13. Acts of God

13.1 In cases of force majeure, such as fire damage, floods, strikes, lawful lockouts and epidemics (including epidemics and pandemics) as far as a risk level of at least "moderate" is determined by the Robert Koch Institute, the affected contracting party is permanent and released from the obligation to deliver or accept delivery to the extent of the effect. The same shall apply if the fulfilment of our contractual obligations both major and minor becomes temporarily impossible or unreasonably difficult due to other unforeseeable circumstances outside our responsibility, especially industrial action, government department action, lack of energy, supplier delivery hindrances, or significant operational interruptions.

13.2 We shall have the right to withdraw from the contract if the above-named hindrances last longer than three months with the result that fulfilment of the contract is no longer of interest to us. On request from the client we shall make a declaration before the end of this period as to whether we are going to make use of our right to withdraw. If it becomes unreasonable to expect the client to accept the delivery or service due to this delay, it may withdraw from the contract.

14. Data protection

Personal data (name, address, email, telephone) of the client and its representative natural persons will be saved and processed by us, insofar as this is required to complete the contractual relationship. The data will be saved for the duration of the business relationship and beyond, as long as legal requirements for retention exist, legal claims from the contractual relationship may be enforced, or other factual or legal reasons justify further retention.
The client and the representative natural persons acting for it shall have the right to all legal assistance in connection with data processing according to legal regulations, especially the right to information about the data concerning it, correction, deletion or limitation of processing, or refusal of processing, data transferability, and filing a complaint with authorities.

15. Final provisions

15.1 The place of fulfilment for delivery and payment is, for both contractual partners, exclusively our company's headquarters.

15.2 The court of jurisdiction for all obligations from the contractual relationship – including cheques and bills of exchange – shall be the location of our company, or, if we so choose, the client's headquarters. The above agreement on the court of jurisdiction shall also apply to clients headquartered in other countries.

15.3 For all rights and obligations from the contractual obligation between us and the client, the law of the Federal Republic of Germany shall apply exclusively and shall exclude the United Nations Convention on Contracts for the International Sale of Goods (CISG dated 11.04.1980).

15.4 Clients from EC member states are obligated to compensate us for the damage we incurred in the event of intra-European purchases
- due to the client's own tax offences or
- due to incorrect or withheld information about the client regarding its significant circumstances for taxation.

15.5 The delivered goods are intended to remain in the delivery country agreed upon with the client. Goods subject to embargo regulations must not be exported from the delivery country by the client. The delivered goods are subject to German, European and American export control and embargo regulations in particular. It is the client's obligation to remain informed of relevant export and/or import regulations and limitations and to obtain any necessary permits. The client shall impose these obligations on its own purchasers.

15.6 If any stipulation of these Terms should be or become partly or wholly invalid or unimplementable, or if it contains loopholes, the validity of the other stipulations shall remain hereby unaffected. In place of the stipulation that proves invalid or unimplementable, another stipulation shall apply that comes as close as possible to the purpose of the stipulation that is invalid or unable to be implemented. In the event of a loophole, a stipulation that corresponds to what would have been agreed according to the purpose of these General Terms and Conditions of Business, insofar as the contractual parties would have considered the instance in the beginning, shall be considered agreed upon.