

General Terms and Conditions of Delivery and Service of Brock Kehrtechnik GmbH

(Version as of: 01.01.2021)

1 General Provisions, Documentation, Export Control

- 1.1 These General Terms and Conditions of Delivery and Service (hereinafter "**Delivery Terms**") shall apply to any and all deliveries, work performances [*Werkleistungen*], including assembly and repair services as well as any other services (hereinafter "**Deliveries**") by Brock Kehrtechnik GmbH (hereinafter "**Supplier**") to the respective contracting party (hereinafter "**Purchaser**"). The Supplier does not acknowledge any terms and conditions of the Purchaser which contradict or deviate from these Delivery Terms or from statutory provisions, unless the Supplier has expressly agreed to their validity in writing. This shall also apply if the Supplier makes Deliveries without reservation or accepts payments from the Purchaser.
- 1.2 These Delivery Terms apply exclusively to business transactions with entrepreneurs within the meaning of Sec. 14 German Civil Code [*Bürgerliches Gesetzbuch* - "BGB"], legal entities under public law, and special trusts under public law. Within the scope of an ongoing business relationship, these Delivery Terms shall also apply to any and all future Deliveries to the Purchaser, or to any future purchase contract, contract for work and materials, and contract for work and services with the Purchaser (hereinafter "**Contract**"), without the need for a reference to them in each individual case.
- 1.3 Offers by the Supplier are always made without engagement and are non-binding. The Supplier is free to accept an order within two (2) weeks of its placement. Until the expiration of this period of time, the Purchaser is bound to its order. A Contract shall come into existence exclusively by the written order confirmation by the Supplier or, in exceptional cases, by the delivery of the goods or the provision of the service, if no order confirmation is issued.
- 1.4 In case these Delivery Terms shall not attain legal force, the Purchaser must state this immediately and in a clear manner. In this case, the Supplier is free to accept the order. If a letter of confirmation from the Purchaser deviates from the Supplier's order confirmation or extends or restricts it, the Purchaser shall highlight the change as such. Such changes shall only become part of the Contract if the Supplier expressly agrees to the deviations in writing.
- 1.5 Should these Delivery Terms require the written form, text form within the meaning of section 126 b BGB suffices to comply with the written form requirement.
- 1.6 Unless expressly stated otherwise, the Supplier reserves its unlimited proprietary rights and copyrights, all rights resulting from proprietary rights and copyrights, as well as any and all industrial property rights such as utility model, patent and trademark rights with regard to its estimates of costs as well as to any and all illustrations, drawings, designs, design proposals, templates, work documents, moulds, forms, copyrights, know-how or calculations and any and all other documents provided by the Supplier (hereinafter "**Documents**") in physical or electronic form as well as to any provided software. The Documents may only be made available to third parties with the Supplier's prior consent and must be returned to the Supplier immediately upon request if the order is not placed with the Supplier. The Purchaser may only use the Documents provided by the Supplier for the intended purpose. The Purchaser is not entitled to use the Documents for any other purpose, in particular not for the reproduction of Deliveries or parts of Deliveries.

- 1.7 If a Delivery is made on the basis of specifications, dimensions, drawings or other information provided by the Purchaser, the Purchaser is responsible for the accuracy and completeness of its information.
- 1.8 The Supplier is entitled to have Deliveries carried out in whole or in part by third parties.
- 1.9 The Supplier reserves the right to make minor design changes in the form of technical improvements to the goods to be delivered, insofar as these are reasonable for the Purchaser.
- 1.10 In line with the industry standard, the Supplier is entitled to make partial, excess or short deliveries to the extent that they are in consideration of the customary tolerance and reasonable for the Purchaser. The same shall apply to early deliveries. In case of excess or short deliveries, the prices will be adapted accordingly.
- 1.11 Standard trade terms shall be interpreted in accordance with the Incoterms in the version valid at the time when the Contract is signed. Unless expressly agreed otherwise, place of delivery within the meaning of the standard trade terms or these Delivery Terms shall be the Supplier's works in Bochum (Germany), in which the respective goods or delivery is manufactured.
- 1.12 The Supplier may refuse to fulfil the Contract if and to the extent that the fulfilment of the Contract is prevented by obstacles due to national or international regulations of foreign trade law, embargoes and/or other sanctions. Should such obstacles due to national or international regulations of foreign trade law, embargoes and/or other sanctions exist for a period of three (3) or more months, the Supplier shall be entitled to withdraw from the Contract, unless the Supplier is responsible for the aforementioned circumstances.
- 1.13 Prior to placing an order, the Purchaser shall be obliged to check and ensure that there are no obstacles to the fulfilment of the Contract due to national or international regulations of foreign trade law, embargoes and/or other sanctions.
- 1.14 In case the Purchaser passes the goods delivered by the Supplier (hardware and/or software and/or technology and the associated documentation, irrespective of the manner in which they are made available) or the work and services provided by the Supplier (including technical support of any kind) on to third parties in Germany and abroad, the Purchaser must comply with the applicable provisions of national and international (re-) export control law.
- 1.15 Insofar as necessary for export control inspections, the Purchaser shall, upon request, immediately provide the Supplier with any and all information on the final recipient, final destination, and purpose of use of the goods delivered by the Supplier or the work and services provided, as well as with any information on export control restrictions in this respect.
- 1.16 The Purchaser shall indemnify and hold the Supplier harmless, to the full extent, from any and all claims asserted by authorities or other third parties against the Supplier due to the Purchaser's culpable non-compliance with the above-mentioned obligations under export control law and shall be obliged to compensate any and all damages and expenses incurred by the Supplier in this connection.

2 Prices and Payment Terms, Offsetting, Right of Retention, Withdrawal

- 2.1 Unless otherwise agreed upon, prices are "ex works" (EXW), exclusive of packaging, freights, insurance, disposal and any other ancillary costs, net, plus the value added tax applicable at the time of invoicing. In case of export deliveries, the Purchaser shall reimburse any and all taxes, customs duties, and other public charges payable by the Supplier abroad.

- 2.2 If the Supplier has assumed the responsibility for installation or assembly, the assembly shall be invoiced separately to the Purchaser. Unless otherwise agreed, the Purchaser shall be obliged to reimburse the Supplier for any and all necessary costs and expenses in addition to the agreed remuneration.
- 2.3 The Purchaser shall only have the rights to set-off or to retention insofar as its claims against the Supplier are undisputed or finally confirmed by a court order or verdict, or in case of mutuality of claims.
- 2.4 Subject to section 8.4, and unless otherwise specified in the order confirmation, the Supplier's invoices shall be due for payment free of charge and without deduction, in fact 1/3 of the invoice amount as a down payment within 14 days after receipt of the order confirmation and 2/3 of the invoice amount within 14 days after the Purchaser has been notified that the Delivery is ready for dispatch. In case the Purchaser does not pay within 14 days, the Purchaser shall be in default with the payment without the need for a reminder from the Supplier.
- 2.5 In case, after the conclusion of the Contract, circumstances become known which call into question the solvency or creditworthiness of the Purchaser and which constitute a significant risk for the Supplier's claim for payment, the Supplier may refuse the performance of Deliveries under a Contract until payment has been effected by the Purchaser or demand the provision of an appropriate security. The Supplier may set the Purchaser a reasonable period of time within which the Purchaser shall make the payment or provide the security. After the futile expiration of the deadline, the Supplier is entitled to withdraw from the Contract.

3 Software Products

- 3.1 With regard to the software products contained in a Delivery, the Supplier grants the Purchaser a non-exclusive right to use the delivered software including its documentation.
- 3.2 The Supplier provides the software to the Purchaser for the exclusive use on the designated delivery item. The use of the software on more than one system is prohibited.
- 3.3 The Purchaser may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (sections 69a et seq. of the German Copyright Act - "UrhG"). The Purchaser undertakes to refrain from removing any manufacturer's details – in particular copyright notices – or to change them without the Supplier's prior express consent.
- 3.4 Any and all other rights to the software and documentation, including copies thereof, shall remain with the Supplier or the software supplier. The granting of sub-licenses is not permitted.

4 Reservation of Title

- 4.1 The goods delivered to the Purchaser remain the property of the Supplier (hereinafter "**Reserved Goods**") until any and all outstanding claims arising from the business relationship have been fully settled. The Purchaser shall not be entitled to sell, pledge, assign by way of security or to undertake any other actions which endanger the Supplier's property. The Purchaser shall notify the Supplier without delay of any change in ownership of the Reserved Goods as well as any change in the Purchaser's own place of business.
- 4.2 The Purchaser shall inform the Supplier immediately in writing of any seizures, confiscations or other dispositions or interventions by third parties which may lead to the loss of the Supplier's rights to the Reserved Goods.
- 4.3 The processing of the Reserved Goods by the Purchaser is, at all times, free of charge for the Supplier in the latter's capacity as manufacturer within the meaning of section 950 BGB. In case the Purchaser combines or mixes the Reserved

Goods with other goods, the Supplier will acquire co-ownership of the newly manufactured article in the ratio of the value of the invoice value of the Reserved Goods to the invoice value of the other used goods. If the Supplier's reserved property extinguishes due to combination or mixing, the Purchaser assigns to the Supplier, effective immediately, any and all ownership rights accruing to the Purchaser in the new stock or thing in the amount of the invoice value of the Reserved Goods. The (co-) ownership rights coming into existence according to provisions above shall be considered as Reserved Goods within the meaning of the provisions of this section 4; the Purchaser shall store them for the Supplier free of charge.

- 4.4 The Purchaser shall handle the Reserved Goods with care. The Purchaser shall insure the Reserved Goods as of the passing of the risk at its own expense against theft, breakage, fire, water and other damage at replacement value, as well as against perishing, loss or damage during transport, and provide proof of this to the Supplier upon request. The Purchaser shall notify the Supplier immediately of any damage or loss of the Reserved Goods. Upon request, the Purchaser shall make available to the Supplier any and all damage related documents concerning the Reserved Goods, in particular, but not limited to the damage assessment; furthermore, the Purchaser shall notify the Supplier of any existing insurance policies and, at the Supplier's option, make available either the insurance policy or a security certificate issued by the insurer for the Reserved Goods. The Purchaser hereby authorizes the Supplier to pursue any and all claims for compensation arising from these insurances.
- 4.5 Should the realisable value of the securities existing for the Supplier exceed the claims to be secured by more than 10 %, the Supplier shall, at the request of the Purchaser, release securities of its choice or shall cause them to be released.
- 4.6 In the event of material breaches of duty by the Purchaser, in particular in the event of non-payment of the due purchase price, the Supplier shall be entitled to withdraw from the Contract in accordance with the statutory provisions and/or to demand return of the Reserved Goods on the basis of the reservation of title. In case the Purchaser fails to make a due payment, the foregoing provision shall only apply if the Supplier has already set the Purchaser a reasonable period of grace for payment or if a deadline is not necessary in accordance with the statutory provisions. The demand for return, as such, does not include a declaration of withdrawal, unless explicitly declared by the Supplier. In fact, the Supplier shall be entitled to demand only the return of the Reserved Goods and to reserve the right to withdraw from the Contract.
- 4.7 Upon conclusion of the Contract, the Purchaser authorizes the Supplier to enter or disclose the retention of title in the required form in public registers, books or similar documents at the Purchaser's expense and in accordance with the applicable national regulations.
- 4.8 The Purchaser shall assist the Supplier in all reasonable ways in asserting the Supplier's security rights. In particular, the Purchaser shall mark the Reserved Goods as such and store them separately for the Supplier. Furthermore, the Purchaser shall provide the Supplier with the information necessary for the realisation of its rights.

5 Terms for Delivery, Reservation of Delivery, Delay, Force Majeure

- 5.1 Unless expressly agreed otherwise, delivery is "ex works" (EXW) from the Supplier's works in Bochum, Germany.
- 5.2 In case a dispatch of the goods by the Supplier has been agreed, the goods shall be dispatched uninsured and the choice of dispatch route and mode of dispatch as well as the

forwarding agent or carrier shall be made by the Supplier, unless otherwise agreed.

- 5.3 Delivery and performance dates are only binding if they have been agreed with the Purchaser in writing.
- 5.4 The observance of agreed delivery deadlines requires the timely receipt by the Supplier of any and all documents, necessary approvals, releases and plans in particular, which are to be provided by the Purchaser, as well as the compliance with the agreed terms of payment and other obligations by the Purchaser. If these preconditions are not fulfilled in due time, the delivery periods shall be extended accordingly, unless the Supplier is responsible for the delay.
- 5.5 The Supplier's delivery obligations shall be subject to the correct and punctual deliveries by the Supplier's own suppliers.
- 5.6 The agreed delivery dates are deemed to be complied with upon announcement of the readiness for dispatch to the Purchaser; this also applies if Deliveries cannot be dispatched in due time without any fault attributable to the Supplier.
- 5.7 Should the execution of a Contract be temporarily affected by events of force majeure (in particular, but not limited to war, natural catastrophes, fire or accidents, raw material or energy shortage, machinery breakage, labour disputes, interruptions of operations, regulatory or political arbitrary acts) which render the Delivery considerably difficult or impossible, the deadlines and dates agreed upon for the execution of the Deliveries shall be prolonged accordingly plus an appropriate start time. Should the duration of events of force majeure or comparable events exceed six (6) months, both parties shall have the right to revoke the Contract, unless the adaptation of the Contract is possible.
- 5.8 In the event of a delay in delivery by the Supplier, the Purchaser's claim for damages in addition to the performance [*Schadenersatz neben der Leistung*] due to a delay in delivery shall be limited to an amount of 0.5 % of the agreed net price of the Deliveries affected by the delay for each full week of the delay in delivery, not to exceed, however, a total of 5 % of such net price. These limitations shall not apply if the delay is caused by intent or gross negligence of the Supplier.
- 5.9 The Purchaser shall only be entitled to withdraw from the Contract due to a delay in delivery if the Supplier is responsible for the delay. At the Supplier's request, the Purchaser shall declare within a reasonable period of time, whether the Purchaser will withdraw from the Contract due to the delay in delivery or whether the Purchaser will continue to insist on delivery.
- 5.10 If dispatch, delivery or pre-acceptance is delayed by more than four (4) weeks after notification of readiness for dispatch or readiness for pre-acceptance for a reason for which the Purchaser is responsible, the Supplier may charge the Purchaser a storage fee of 0.5 % of the net price of the Deliveries to be stored for each month or part thereof, not to exceed, however, a total of 10 % of the net price (compensation for damages). The Purchaser shall remain entitled to prove that the damage suffered is considerably lower. Likewise, the Supplier remains entitled to assert claims for damages exceeding the lump sum.

6 Transfer of Risk

- 6.1 The risk of accidental loss and accidental deterioration in the case of purchase contracts or contracts for work and materials, including freight-free delivery, and also in the case of partial deliveries, shall pass to the Purchaser as soon as the Delivery is ready for dispatch or collection, however, at the latest upon handover to the transport person. If the Supplier carries out the transport itself, the risk shall pass to the Purchaser at the latest upon departure from the place of delivery.

- 6.2 In the case of work performances [*Werkleistungen*], the risk of accidental loss and accidental deterioration shall pass to the Purchaser as soon as the work performances are within the sphere of the Purchaser's authority, however, at the latest upon acceptance.

- 6.3 Otherwise, if the dispatch, the delivery, the beginning or the execution of the assembly or the erection, the taking over in the Purchaser's own works or trial operation is delayed out of reasons the Purchaser is responsible for, or if the Purchaser is in default of acceptance out of other reasons, the risk of accidental loss and accidental deterioration is transferred to the Purchaser at the time at which the risk would have been transferred to the Purchaser if there had not been the aforementioned delays.

7 Acceptance

- 7.1 If acceptance has been agreed or prescribed by law, it must be carried out immediately after notification of readiness for acceptance. In case the acceptance does not take place or is incomplete after a written request for acceptance and after expiry of a reasonable period of time without fault on the part of the Supplier, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place, if the delivery is put to use.
- 7.2 The Purchaser shall create the prerequisites necessary for carrying out the acceptance. With the exception of personnel costs, the Purchaser shall bear any and all costs associated with acceptance.

8 Supplementary Provisions for Work Performances

- 8.1 Unless otherwise agreed, in the case of maintenance, repair, inspection, assembly and other work services (hereinafter "**Work Performances**"), the Purchaser shall be obliged to deliver the object on which the Supplier is to perform the work at its own expense and risk to the Supplier's works in Bochum (Germany), or to another agreed place.
- 8.2 Insofar as no fixed lump sum price has been agreed, the remuneration for Work Performances shall be paid on an hourly basis according to the hourly rates agreed in the Contract. The agreed remuneration is net, plus the value added tax applicable at the time of invoicing.
- 8.3 A fixed lump sum price for Work Performances does not include waiting times, delays, and additional journeys for which the Supplier is not responsible, as well as services deviating from the original Work Performances or additional services.
- 8.4 The remuneration is due for payment at the latest after acceptance of the Work Performances. However, the Purchaser is entitled to demand advance payment from the Purchaser for partial services already rendered in accordance with section 632a BGB.
- 8.5 The Purchaser shall ensure that the object on which the Supplier renders the Work Performances is in a safe and complete condition.
- 8.6 In the case of Work Performances on objects which are performed in accordance with the agreement at a location other than the Supplier's works, the Purchaser shall grant the Supplier timely access to the relevant object in a manner which is, according to the Supplier's discretion, sufficient for the performance of the Work Performances; the Purchaser shall provide for a safe working environment.

- 8.7 The Purchaser agrees that the Supplier shall deliver parts, employ personnel, carry out maintenance, replace spare parts, wear and tear parts and liquids as well as carry out dismantling and reassembly for the purpose of performing the Work Performances. Furthermore, the Purchaser agrees that

the Supplier uses and operates the object on public and private roads for the purpose of carrying out tests and inspections.

- 8.8 In case the Supplier informs the Purchaser of the completion of the Work Performance, the Purchaser shall immediately collect the object of the Work Performance at its own risk and expense from the Supplier's works or from any other location indicated by the Supplier, unless otherwise agreed. If the collection of the item is delayed by more than four (4) weeks for a reason for which the Purchaser is responsible, section 5.10 shall apply accordingly.
- 8.9 If the Supplier has due claims against the Purchaser, the Supplier may retain the object of the Work Performance until such claims have been fulfilled. In this event, section 8.8 shall not apply.

9 Defects of Quality

- 9.1 The Supplier is obliged to make its Deliveries free from defects of quality and title (hereinafter "**Defects**"). The Purchaser shall not be entitled to any claims and rights arising from Defects if the alleged Defect was identifiable on a drawing produced by the Supplier and the Purchaser has accepted or released the drawing.
- 9.2 In the event of a Defect, the Purchaser may demand subsequent performance. Subsequent performance shall be effected at the Supplier's choice either by rectification of Defects or by new delivery. If the Defect is limited to a definable part of the Delivery, the Defect shall be remedied by subsequent delivery of such a part free of Defects.
- 9.3 In the case of Work Performances, the Purchaser shall only have the right to carry out work itself if the Supplier is responsible for the Defect.
- 9.4 Place of supplementary performance is the Supplier's works in Bochum, Germany.
- 9.5 The Supplier shall be given reasonable time and opportunity to remedy the Defect. In case the supplementary performance fails, the Purchaser is entitled to choose, at its discretion, either the reduction of the price or the rescission of the Contract. Upon request by the Supplier, the Purchaser shall notify the Supplier within reasonable time, whether the Purchaser rescinds the Contract or continues to insist on performance.
- 9.6 Notification of Defects by the Purchaser must be in writing.
- 9.7 The Supplier shall not be liable for Defects which only impair the usability of the affected Delivery to a negligible extent, for merely insignificant deviations of the Deliveries from the agreed quality, for natural wear and tear and for damage occurring after transfer of risk and resulting from faulty or negligent handling, excessive stress, unsuitable equipment, faulty assembly or erection which has not been carried out by the Supplier, for unsuitable subsoil, or for Defects which are due to special external influences on the Delivery which were not defined in the Contract.
- 9.8 The Supplier shall not be liable for Defects caused by improper modifications or repairs by the Purchaser or third parties.
- 9.9 Any further rights and claims of the Purchaser due to material Defects, with the exception of claims for damages and reimbursement of expenses, other than those mentioned in this section 9 are excluded. Section 12 shall apply to claims for damages and reimbursement of expenses.

10 Infringement of Industrial Property Rights and Copyrights

- 10.1 Unless otherwise agreed in writing between the parties, the Supplier is obliged to deliver the goods only in Germany free of industrial property rights and copyrights of third parties (hereinafter "**Property Rights**").

- 10.2 Insofar as a third party asserts justified claims against the Purchaser at the time of transfer of risk on account of the infringement of Property Rights due to the Delivery, the Supplier shall be liable to the Purchaser as follows:

- a) The Supplier shall, at its own discretion and expense, either obtain a right of use for the Delivery, modify it in such a way that Property Rights are not infringed or replace it. If this is not possible for the Supplier under reasonable conditions, the Purchaser shall be entitled to reduce the price or rescind the Contract after expiry of a reasonable period of time. Section 12 shall apply to claims for damages and reimbursement of expenses.
- b) The aforementioned obligations of the Supplier shall only exist if the Purchaser immediately notifies the Supplier in writing of the claims asserted by third parties, does not acknowledge an infringement and reserves the Supplier the right to take any and all defensive measures and acts of settlement. In case the Purchaser stops using the Delivery for reasons of damage reduction or other important reasons, the Purchaser is obliged to inform the third party that the cessation of use does not imply any acknowledgement of the infringement of Property Rights.

- 10.3 Claims of the Purchaser shall be excluded if the Purchaser is responsible for the infringement of the Property Rights.

- 10.4 Claims of the Purchaser shall also be excluded, insofar as the infringement of Property Rights is caused by special requirements of the Purchaser, by an application not foreseeable by the Supplier or by the fact that the Deliveries are modified by the Purchaser or used together with products not supplied by the Supplier.

- 10.5 Any other rights and claims of the Purchaser than those mentioned in section 10 due to an infringement of Property Rights are excluded.

11 Exclusion of Warranty Claims for Used Delivery Items

By derogation from sections 9 and 10, the Supplier shall not assume any warranty for items sold as used goods; claims and rights of the Purchaser for Defects in used goods shall not exist, not even for Defects which come into existence between the conclusion of the Contract and the handover of the used goods. However, the above provisions of this section 11 shall not apply to the Purchaser's claims for damages and reimbursement of expenses due to Defects of used delivery items in the event of intent, gross negligence or culpable injury to life, body or health.

12 Claims for Damages and Reimbursement of Expenses

- 12.1 Claims for damages and reimbursement of expenses of the Purchaser (hereinafter "**Claims for Damages**"), regardless of the legal ground, shall be excluded. The liability of the Supplier due to delay shall be determined by section 5.8.

- 12.2 The above limitation of liability in section 12.1 sentence 1 shall not apply:

- a) In the event of a liability under the German Product Liability Act [*Produkthaftungsgesetz* - "ProdHaftG"];
- b) In the event of intent or gross negligence;
- c) In the event of culpable injury to life, body or health;
- d) In case of an infringement of material contractual duties by culpable conduct, i.e. such duties whose fulfilment is essential for enabling the due performance of the Contract and on whose observation the Purchaser habitually relies and may rely. However, in case of slight negligence, the Supplier's liability on the grounds of the infringement of essential contractual duties shall be limited to a reimbursement of the foreseeable, typical damages, unless the Supplier acted with intent or gross negligence or is liable for injury to life, body or health, or under the German Product Liability Act.

12.3 In case the Supplier's liability is limited or excluded, the limitation shall equally apply to the respective personal liability of employees, vicarious agents, and legal representatives of the Supplier.

12.4 The foregoing provisions will not imply any shift in the burden of proof to the disadvantage of the Purchaser.

13 Prescription

13.1 Claims of the Purchaser due to a defect in quality or title shall become statute-barred 12 months after the statutory commencement of the limitation period. This shall not apply

a) In the cases of section 438 (1) No. 1 BGB (real rights of third parties), sections 438 (1) No. 2 or 634a (1) No. 2 BGB (building; object used for a building; planning and monitoring services for a building), section 445b (1) BGB (recourse claims in the event of entrepreneurial recourse) as well as in the event of fraudulent intent.

b) in the case of claims for damages based on intent or gross negligence, injury to life, limb or health, or any liability under the German Product Liability Act.

In these cases, the statutory period of prescription shall apply

13.2 Any rectification of Defects or replacement of the Delivery is effected by the Supplier on a goodwill basis and without recognition of a legal obligation. An acknowledgement with the consequence of a recommencement of the limitation period requires the Suppliers express declaration to the Purchaser.

13.3 The regular limitation period for claims of the Purchaser against the Supplier shall be shortened to 24 months as of the beginning of the statutory limitation period. This does not apply to claims for damages in accordance with section 13.1 b) for which the statutory limitation period applies.

14 Transfer of Rights and Obligations

The Supplier is entitled to transfer rights and obligations from the Contract to third parties. The transfer shall not take effect if the Purchaser objects to this within a period of four (4) weeks after written notification of the transfer. The Supplier shall point this out in the written notification.

15 Confidentiality

The Purchaser is obliged to treat know-how, trade secrets, and other information received from the Supplier in connection with the execution of this Contract (hereinafter "**Information**") confidentially. In particular, the Purchaser who receives Information shall not be entitled to pass this Information on to third parties or make it available to third parties without the Supplier's prior consent. The Purchaser shall oblige its employees and other persons, who have access to the Information, to hold the Information in confidence to the same extent. The Purchaser shall only use the Information for the purpose specified in the Contract. The obligation to maintain secrecy does not apply to such Information with regard to which the Purchaser can prove that

a) it is already generally known or that it becomes generally known without the Purchaser's breach of its obligation to maintain secrecy or

b) it was already known to the Purchaser at the time of receipt without any obligation to maintain secrecy, or

c) it has been lawfully obtained from third parties without an obligation to maintain secrecy, or

d) the Purchaser has independently developed it without using the Information transmitted under this Contract.

These obligations under this section 15 shall remain in effect even after the end of a Contract or the business relationship between the parties, irrespective of the manner in which it is terminated.

16 Applicable Law, Place of Venue, Place of Performance

16.1 These Delivery Terms as well as all legal relations between the Supplier and the Purchaser are exclusively subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods dated 11.04.1980 (CISG).

16.2 Exclusive place of venue for any and all disputes arising from or in connection with these Delivery Terms or a Contract shall be Düsseldorf (Germany). However, the Supplier is entitled to file an action against the Purchaser at any other competent court.

16.3 The place of performance for any and all obligations is the Supplier's factory in Bochum, Germany, where the respective Delivery is manufactured.

17 Miscellaneous

17.1 Any mistakes, unintentional omissions, and contradictions in these Delivery Terms or a Contract shall be treated and interpreted according to the basic ideas of the Contract, on the basis of the mutual trust, and in consideration of the interests of both parties.

17.2 Amendments, alterations or side letters to these Delivery Terms require a written regulation in order to take effect.

17.3 In the event that individual provisions of these Delivery Terms or other agreements between the parties are ineffective, the validity of the remaining provisions of these Delivery Terms or of the other agreements shall remain unaffected. The remainder of the Contract remains binding. This shall not apply if adherence to the Contract would constitute an unreasonable hardship for one of the parties.