GENERAL TERMS AND CONDITIONS

of

Roland Electronic GmbH,

Otto- Maurer- Straße 17,

75210 Keltern / Germany

as of February 2025

1. Scope of applicability

1.1. All business dealings shall be governed by the following **General Terms and Conditions** exclusively; customer's terms to the contrary to or deviating from our **General Terms and Conditions** to our detriment shall be valid only if expressly confirmed by us in writing. Our **General Terms and Conditions** shall also apply, if we are aware of customer's terms to the contrary to or deviating from our terms to our detriment, but unconditionally effect delivery to the customer.

1.2. Our **General Terms and Conditions** shall also apply for future business with the customer.

1.3. Our **General Terms and Conditions** shall only apply with respect to traders, judicial persons under public law or public utility funds as defined by para. 310 cl. 1 BGB (German Civil Code).

2. Offers and quotations, subsequent changes of content of contract, reservation to receive deliveries, minimum order value

2.1 Our offers and quotations are – if not expressly defined as firm - subject to change without notice.

2.2 Unless otherwise agreed upon, we unrestrictedly reserve any and all rights with regard to all documents concerning offers and quotations. Documents concerning offers shall be returned to us at our request without delay if the order is not placed with us. The customer may not assert a right of retention.

2.3. We reserve the right to amend the goods in the following manner even after conclusion of contract , if this is acceptable for the customer:

- product changes relating to permanent product advancement and product improvement;
- minor and insignificant variations relating to colour, form, design, measures, weights or quantities;
- deviations customary in the trade.

2.4. When placing an order, the customer shall be obliged to inform us if we may not deviate from his guidelines and instructions on any account.

2.5. We shall endeavour to take account of customer's demand to modify regarding contractual deliveries and/or performances, if this is acceptable for us within the context of our operational capacity.

If the examination of the possibilities to modify or the actual execution of these modifications affect the contractual construction (remuneration, deadlines, etc.), a written adjustment of the contractual provisions shall be made without delay. Due to the examination of the demand to modify and the agreement on the adjustment of the contractual provisions, we may claim a reasonable additional remuneration for the term of the interruption in conformity with the hourly rates of those of our employees who could not be occupied elsewhere due to interruption.

For the necessary examination on if and on what terms the requested modification is practicable, we additionally may also claim a reasonable remuneration if we have advised customer of the necessity of the examination and if customer has placed a corresponding examination order.

2.6. The conclusion of this contract is subject to the reservation, that we have timely been provided with the correct products by our suppliers. This, however, shall only apply, if any failure of delivery to us is not within our responsibility, especially in case that we conclude another contract for congruent coverage for the delivery of products at stake with our supplier. The customer will be informed of the non-availability of performance immediately. Any payments already made by the customer shall be paid back immediately. We shall submit to the customer the contract for congruent coverage immediately and assign to him any and all of our rights resulting therefrom, as far as necessary.

2.7. Unless otherwise agreed upon the minimum order value for each order amounts 100,00 €. If this minimum order value is not achieved, we are entitled to demand an additional fee of 35,00 € plus VAT.

3. Prices, terms of payment, right of subsequent performance

3.1 We reserve the right to reasonably change our prices, if cost reductions or increases occur after the conclusion of this contract, which are beyond our responsibility, especially due to changes of raw material prices or due to mandatory increases of wages of our staff, e.g. after mandatory trade union wage agreements. We shall prove such occurrences to the customer upon his request.

3.2 Unless otherwise agreed upon, our prices are **ex works** and do not include postage, despatch, freight, packaging, insurance, performance for installation and assembly costs. In addition to this, the legally prescribed VAT shall be charged.

3.3. Unless otherwise agreed upon, customer's payments are due immediately and without deductions. Deduction of cash discount is subject to separate written agreement. Without any further notices from us, customer shall fall into delay in payment ten days after the due date if he has not paid by the due date. Furthermore, the statutory provisions for the consequences of delay of payment shall apply.

3.4. In case of deferment of payment, we are entitled to claim interest according to the statutory overdue interest rate for the term of deferment.

3.5. **We are entitled to claim reasonable down payments plus the statutory VAT allotted hereto.**

3.6. The customer may set off only such claims as are undisputed or unappealable. The customer shall be entitled to perform his right of retention only insofar as his counterclaim is based on the same contractual relationship.

3.7. In case of existing defects, the customer shall have no right of retention unless delivery is obviously defective or if the customer obviously has the right to reject acceptance of our performances; in such case the customer shall only have a right of retention if the amount withheld is reasonably proportionate to the defects and the probable costs of subsequent performance (especially remedy of defects). The customer shall not be entitled to assert claims and rights for defects if he has not effected due payments and if the amount due is reasonably proportionate to the value of the deliveries and performances which are flawed with defects.

4. Term of delivery or performance / Obstacles to delivery beyond our responsibility / Delay in delivery or performance / Impossibility, packaging

4.1. Unless otherwise agreed upon, delivery shall be **'ex works' (Incoterms 2010)** unpacked. In case of any packing done by us, packaging for shipment as well as all and any other packaging shall not be taken back by us under the Packing Regulations, excluding pallets and exchange packaging. The customer undertakes to dispose of the packaging at his own expense.

4.2. The dates of delivery and performance shall only be deemed to be fixed dates if they are expressly laid down as such.

4.3. Compliance with obligations of delivery and performance, especially delivery dates, requires

- timely and properly performance of any customer's obligations to co-operate, especially with respect to the receipt of documentation and information to be supplied by the customer,
- clarification of all technical details with the customer,
- receipt of down payments or the opening of letters of credit which may have been agreed upon,
- submission of any necessary administrative permits and licences.

We reserve the right to plead non-performance of the contract.

4.4. Delivery dates shall be deemed to have been observed when the goods are delivered "ex works" within the stipulated term or if our readiness to dispatch the goods has been notified to the customer within such term.

4.5. Obstacles to our delivery or performance beyond our responsibility:

4.5.1. Delays in delivery or performance due to the following causes shall not be within our responsibility - unless we exceptionally assumed the risk or granted a guarantee specifically with regard to the date of delivery/ performance or any other delay - the same shall apply if such obstacles occur at our suppliers or their sub-suppliers: circumstances of 'Force Majeure' as well as any other obstacles of delivery and performance

- which occur after conclusion of the contract or which we learn only after the conclusion of the contract for no fault attributable to us, and
- with regard to which we prove that they could not have been foreseen and avoided by us even with the application of the utmost, reasonable care, and that we have no obligation to bear the risk of the occurrence of such obstacles or to actively or passively avoid them.

Provided that the above conditions are fulfilled – occurrence or faultless learning of such circumstances only after conclusion of the contract, unforeseen and unavoidable occurrence to be proven by us - the above exclusion of responsibility especially, but without limitation includes: legitimate measures of labour struggle (strikes and legal lock-outs); operating trouble and breakdowns; shortage or lack of raw material; shortage or lack of manufacturing supplies; lack of personnel.

4.5.2. In the event of delays in delivery or performance under no. 4.5.1 above, any claims for damages of the customer are excluded.

4.5.3. In the event of a definitive obstacle to delivery or performance within the meaning of no. 4.5.1. above, either party is entitled to immediately rescind the contract according to the statutory regulations.

4.5.4. In the event of a temporary obstacle to delivery or performance within the meaning of no. 4.5.1., we shall be entitled to postpone delivery/ performance for as long as the disturbance may last, plus a reasonable start-up time. If, in this respect, we can prove an intolerable impediment to delivery/ performance within the meaning of Article 275 clause 2 and 3 BGB (German Civil Code), we shall have the right to rescind this contract. The customer, however, in such circumstances shall have the right to rescission only under the conditions set out in no. 4.7. below.

4.6. Delays in performance within our responsibility:

We shall be liable for **delay in performance or delivery** within our responsibility in accordance with the applicable statutory provisions but, however, subject to the following limitation:

4.6.1. Liability for damage due to delay in performance subject to Articles 280 clause 2 and 286 BGB (German Civil Code):

Unless there is intentional acting or gross negligence attributable to us, our agents or our representatives, damage for delay in performance shall be limited to the lump sum of 0, 5 % of the net invoice amount of the performance/ delivery at stake for each full week of delay, but in no event more than 5 % of such amount altogether. In case of gross negligence attributable to us, our agents or our representatives, our liability for damage for delay in performance shall be limited to the foreseeable damage specific for the type of contract.

4.6.2. Liability for damage instead of performance subject to Article 281 BGB (German Civil Code) is limited to the foreseeable damage specific for the type of contract, unless our delay in performance is caused by an intentional or grossly negligent breach of contract by us, our legal representatives or agents.

4.6.3. The above limitations of liability shall not apply

- as far as the customer contractually has declared that his continuing interest in our performance is linked to and depending on timely delivery / performance by us (transaction where time is of the essence – Fixgeschäft);
- if we exceptionally have assumed the risk of timely delivery or granted a guarantee specifically with regard to the date of delivery/ performance;
- in case of damage to life, body or health of a person.

4.7. If we prove that the delay is beyond our contractual responsibility, the customer shall be entitled to rescind the contract only

- if the customer contractually has declared that his continuing interest in our performance is linked to and depending on timely delivery/ performance by us (transaction where time is of the essence – Fixgeschäft) or
- if the customer proves that, as a consequence of the delay, his interest in our performance of the contract has ceased to exist or that the maintenance of the contractual relationship cannot reasonably be expected from him.

Otherwise, Article 323 clauses 4 to 6 BGB (German Civil Code) apply. As for the legal consequences of the rescission the statutory provisions (Articles 346 et seq. BGB – German Civil Code) apply.

4.8. In case of impossibility of our performances **or** deliveries, our liability for damage and costs shall be limited as follows:

Unless there is an intentional or grossly negligent breach of contract attributable to us, our agents or representatives, our liability for damage and costs shall be limited to 20% of the net invoice amount of our performances and deliveries; in case of a grossly negligent breach of contract, our liability shall be limited to the foreseeable damage specific for the type of contract. This limitation shall not apply, if we exceptionally have assumed the risk of procurement of the product or in case of damage to life, body or health of a person. The customer´s statutory right to rescind the contract in case of impossibility of our performance remains unaffected.

4.9. We are entitled to effect partial deliveries and performances, as far as the customer can reasonably be expected to accept them.

4.10. If the customer is in default in taking delivery or in case of faulty breach of other duties to co-operate, we shall have the right - without prejudice to further statutory claims- to claim for damage incurred by us including additional costs.

5. Passing of risk, insurance

5.1. The risk of an accidental loss or of an accidental deterioration shall pass to the customer as soon as the goods have been delivered to the person or institution designed to pick up or execute the delivery, no later, however, than when the goods leave our company. The same shall apply for deliveries effected by our own vehicles or if freight or carriage paid and packing included has been agreed upon.

5.2. At the request and expense of the customer we shall insure the goods against theft, breakage, fire and water damage, damage in transit as well as against other insurable risks.

6. Retention of ownership

6.1. We retain ownership to all objects of delivery ("retention delivery") until we receive full payment of all sums owed to us originating from the business relation with the customer. The retained ownership shall be deemed collateral for the total account payable to us (current account retention) until all current liabilities have been discharged.

If retention delivery is paid by way of a bill of exchange from which follows a liability on our part the retention of ownership shall only become extinct if and when our liability under a bill of exchange becomes extinct as well; if payment by way of cheque/ bill procedure has been agreed upon with the customer the retention of title shall also include the honouring of the bill of exchange accepted by us by the customer and shall not be forfeited once the cheque received has been credited to our account.

6.2. The customer shall have the right to resell the retention delivery in the ordinary course of business; however, as early as today the customer shall assign to us all claims that he may have against his Customers or against third parties on account of the resale to the amount of the invoice total (including VAT) of our claims. If the customer includes the claims from a resale of the retention delivery in a current account business relation existing with his customer, this current account claim shall be assigned to us to the amount of the acknowledged balance; the same shall apply for the "causal" balance if the customer becomes insolvent. The customer shall still have the right to collect the assigned claims after they have been assigned. Subject to the rules and regulations under the insolvency law, our right to collect claims ourselves shall remain unaffected; however, we undertake not to collect claims as long as the customer does not breach his contractual obligations, especially observes his obligation of payment, is not in delay in payment nor has filed for the opening of an insolvency procedure or generally has ceased payments.

Under the right of resale, the customer shall not be entitled to pledge or in any way charge by way of security any of the products.

6.3 If our undertaking not to collect claims under no. 6.2 above ceases to exist, we shall have the right - subject to the rules and regulations under the insolvency law - to withdraw the right of resale and to require the customer to assign to us the right to recovery he may have against third parties, or to take back the retention delivery after expiry of a reasonable delay set by us; the customer shall be bound to surrender the objects of delivery; no right of retention may be asserted by the customer against this right to recovery. Taking back the retention delivery constitutes a rescission of the contract.

After having threatened to do so and after setting a deadline, retention delivery which has been taken back by us for before-mentioned reasons may - subject to the rules and regulations under the insolvency law - be reasonably resold and/ or used by us; the proceeds thereof shall be credited against the liabilities of the customer - less reasonable exploitation costs.

Under the conditions stated entitling us to revoke the customer's right of resale, we may also revoke the collection authorisation and may require the customer to disclose to him the claims assigned as well as the debtors of such claims; furthermore, we may require the customer to disclose to us all information necessary for collection, to submit the relevant documentation and to notify the debtors (third parties) of the assignment.

6.4. In case of damage or loss of the retention delivery as well as in case of a change of domicile or of property, the customer shall immediately notify us hereof in writing; the same applies for pledges or other interventions of third parties so that we are in a position to bring an action under Article 771 ZPO (German Code of Civil Procedure). If the third party is in no position to reimburse the judicial and extra-judicial costs incurred by us under Article 771 ZPO, the customer shall be liable for the loss incurred us. If the release of the retention delivery is achieved without legal proceedings, costs hereby incurred may also be charged to the customer, herein included costs of regaining pledged retention delivery.

6.5. Any processing or transformation of the products purchased by the customer shall always be deemed to be on our behalf. If the retention delivery is processed with other goods, which are the property of any person other than us, the product thereof shall be deemed to be owned in common with that other person, our share in the common property depending on the ratio of the total amount charged by us for the retention delivery plus VAT - in case of business done under the 'facon principle' depending on the ratio of the total amount charged by us for facon work plus VAT - to the purchase price (invoice totals incl. VAT) of the other goods processed at the time of the processing or transformation.

Furthermore, the provisions applicable for the retention delivery shall also apply for the product of such processing or transformation. With respect to the product of such processing or transformation, the customer shall acquire expectant rights corresponding to the expectant rights to the retention delivery.

6.6. If the retention delivery is inseparably mixed or combined with other goods which are the property of any person other than us, the product thereof shall be deemed to be owned in common with that other person, our share in the common property depending on the ratio of the total amount charged by us for the retention delivery plus VAT - in case of business done under the 'facon principle' depending on the ratio of the total amount charged by us for facon work plus VAT - to the purchase price (invoice totals incl. VAT) of the other goods which have been mixed or combined, at the time of the mixing or combining. If the mixing or combination of the products has been done in such a way that the product of the customer is to be considered to be the main product it is agreed that the customer assigns to us co-ownership of such product on a pro rata basis. The customer shall keep such property owned either exclusively by us or owned in common with another person properly stored for us.

6.7. If our retention delivery is resold after having been processed or transformed in any way, as early as today, the customer shall assign to us as security his claims resulting from the resale of such retention deliveries up to the invoice total (including VAT) of our claims.

If, on account of the processing or transformation of or of the mixing or combination of the retention delivery with other goods which are the property of any person other than us, we have only acquired co-ownership pursuant to the above clauses 6.5 or 6.6, the claim to the purchase price of the customer shall only be assigned to us in advance depending on the ratio of the total amount charged by us for the retention delivery plus VAT - in case of business done under the 'facon principle' depending on the ratio of the total amount charged by us for facon work plus VAT - to the invoice totals of the other goods which are not our property.

Furthermore, provisions as laid down in clauses 6.2. - 6.4. above shall apply correspondingly for claims assigned to us in advance.

6.8 If under the laws of a foreign country within the borders of which the retention delivery is located, a reservation of ownership or an assignment is not legally effective, the security provision corresponding to reservation of ownership or assignment in this legal sphere shall be deemed to have been stipulated.

If co-operation of the customer is required in order to create such rights, the customer shall be bound at our request to take all measures necessary in order to constitute and maintain such rights.

6.9 The customer shall treat the retention delivery properly and keep it in good repair; in particular, the customer shall at his expense sufficiently insure the retention delivery against theft, robbery, burglary, fire and water damage. As early as today, the customer shall assign to us all rights resulting from such insurance and relating to the retention delivery. We accept such assignment.

Furthermore, we reserve all rights to assert his claims for performance or claims for damages.

6.10. The customer shall also assign to us his claims to secure our claims against him, which may accrue by way of combination of the retention delivery with real estate against a third party.

6.11. Upon request of the customer, we undertake to release the securities we are entitled to as far as the recoverable value of such securities exceeds the value of our claims to be secured by more than 10 %. We shall have the right to select the securities to be released at his own discretion.

7. Acceptance

7.1. If law on contracts for work and services is applicable on our deliveries and performances the customer shall undertake – at our option – to pre-accept in writing on our premises and/or accept in writing on his premises as soon as notice of completion of the object of delivery or of the agreed operational assembly has been given to him or when such notice of any contractually laid down testing has been given.

Acceptance shall be deemed to be effected if the customer does not accept our deliveries or performances within a reasonable period stipulated by us, although he is obliged to it.

7.2. On acceptance of our deliveries or performances, our liability shall cease for obvious defects if the customer does not reserve the right to assert such claim when accepting our deliveries or performances.

7.3. If testing has been agreed upon, the customer shall undertake to test the function of the object of delivery during the intended period of time. Aside its function, these tests shall also include the safety-technical examination so that the valid regulations such as VDE, Act on the protection of machines, etc. are fulfilled.

7.4. We may claim the execution of partial acceptances as far as no objective reasons impair and if this is acceptable for the customer.

8. Description of quality, warranty

8.1. **The specifications contained in our description of deliveries and performances exhaustively and ultimately define the quality of our deliveries and performances. The specifications constitute an agreement on the quality, subject to warranty, but not a guarantee of specific characteristics. None of the declarations made by us in connection with this contract constitute a guarantee with the effect of an increase of liability or the assumption of a special obligation of essence. Only explicit declarations to this effect made in writing may constitute a guarantee within the meaning of the German Civil Code.**

8.2. No warranty shall be accepted for damage for the following reasons: improper or inadequate use or operation, defective assembly by the customer or third parties, natural wear and tear, defective or negligent treatment, improper operating capital, imperfect construction work, unsuitable construction site, exchange material, chemical, electrochemical or electric influences (if they are not attributable to us), changes or repair which were inadequately executed by the customer or third parties without our prior consent.

8.3. The customer shall not have any warranty claims in case of only insubstantial deviations from the quality agreed upon or in case of only insubstantial impediments to the use of the product or performance.

8.4. In case of a defect of the product, we are entitled to correct the performance, at our option, either by remedy of the defect or delivery of a substitute object of delivery without defects. If one of these two means of correction of the performance is impossible or unreasonable, we are entitled to refuse such correction.

We may also refuse correction of the performance, as long as the customer fails to fulfil his payment obligations for the non-defective part of our performance.

In case of remedy of the defect by us, we are obliged to bear all necessary expenses, unless they are increased due to the fact that the defective object of delivery was transported to a location other than the place of performance without such transport being within the scope of the normal use of the product.

We are entitled to have defects remedied by third parties. Replaced parts shall become our property.

8.5. In case of impossibility or failure of the correction of performance, faulty or unacceptable delay of the correction or final and serious refusal to correct on our part or in case that correction can not reasonably expected to be tolerated by the customer, the customer shall have the option to either reduce the purchase price (Price Reduction) or to rescind the contract (Rescission).

8.6. Unless otherwise provided for in no. 8.7. and 8.8. below, any other claims of customer in connection with defects of our deliveries or performances, no matter on what legal grounds (especially claims for damage due to breach of obligations, claims of tort for damage to things as well as claims for compensation of costs) shall be excluded; this especially applies to claims for damage to other things than the objects of delivery as well as to claims for loss of profit.

8.7. The limitation/ exclusion of liability contained in no. 8.6. above does not apply:

8.7.1. in case of damage to life, body or health of a person resulting from a faulty breach of obligation by us, our legal representatives or agents;

8.7.2. in case of mandatory liability in accordance with the Produkthaftungsgesetz (Product Liability Code);

8.7.3. in case of faulty breach of a fundamental contractual obligation or an obligation to be qualified by German courts as „Kardinalpflicht“ (crucial obligation) on our side or by our legal representatives or agents; unless the breach is due to purpose or gross negligence, the liability for damage is limited to the foreseeable damage typical for the type of contract;

8.7.4. In case of fraudulent non-disclosure of a defect known to us, and in case of a guarantee within the meaning of the BGB (German Civil Code) with respect to the quality of the product if a defect within this guarantee gives rise to our liability;

8.7.5. In case the customer has a claim for damage instead of the performance which we, our legal representatives or agents are responsible for;

8.7.6 In case of other damage resulting from a breach of contract due to our purpose or gross negligence or of our legal representatives or agents; unless the breach is made on purpose, the liability for damage is limited to the foreseeable damage typical for the type of contract.

8.8. As for the compensation of costs no. 8.7. applies accordingly.

8.9. **Nos. 8., in particular, nos. 8.6 to 8.8, above do not affect the statutory provisions with regard to the burden of proof.**

8.10. The customer´s recourse against us according to Article 478 BGB (recourse of the Entrepreneur) exists only insofar as the customer has not entered into agreements with his customer which exceed the statutory warranty claims. This is without prejudice to other rules on the Recourse of the Entrepreneur.

9. Liability for ancillary obligations

If, due to our fault or the fault of our legal representatives or agents, the product can not be used as contractually intended as a consequence of a lack of advice or information prior to or after the conclusion of this contract or as a consequence of wrongful advice or information or other wrongful performance of ancillary obligations (especially instructions for use and maintenance of the product) prior to or after the conclusion of this contract, the provisions of nos. 8.6 to 8.9. above apply, with the exclusion of any other claims of the customer.

10. General liability / Rescission of contract by the customer

10.1. The following provisions apply to the customer´s claims other than claims in connection with defective products. However, these provisions shall not constitute a limitation or waiver of our statutory or contractual rights and claims.

10.2. Without prejudice to the provisions for delay in payment (no. 4.6.) and impossibility (no. 4.8.), the provisions of no. 8.6. and 8.7. above apply accordingly to our liability for damage. Any further liability for damage – no matter on what legal grounds - shall be excluded. This applies especially to claims for damage beside the performance and instead of the performance on the basis of breach of obligations, as well as claims under tort for compensation of damage to objects under Article 823 BGB (German Civil Code).

10.3. The limitation contained in no. 10.2. above does also apply if the customer claims compensation of costs incurred.

10.4. Any fault of our legal representatives and agents may be attributed to us.

10.5. The statutory rules on the burden of proof remain unaffected.

10.6. As far as our liability is excluded or limited, such exclusion or limitation does also apply to the personal liability of our staff, employees, legal representatives and agents.

10.7. If we breach an obligation of this contract, the customer shall only be entitled to rescind this contract, subject to the applicable statutory provisions, if fault for such breach is attributable to us. In the cases provided for in no. 8.5. above (failure of remedy etc.) and in cases of impossibility, however, the statutory provisions unlimitedly apply; as for a rescission of the customer because of delay in delivery or performance, the provisions contained in no. 4.5.3., 4.5.4. and 4.7. above apply. Upon our request, the customer shall declare within a reasonable delay of time, whether he will rescind this contract or insist on our performance under this contract.

11. Tools

11.1. Unless otherwise agreed upon, tools developed for the manufacture of the objects of delivery shall remain our property even if the customer participates in the costs (or if he solely assumes the costs to its full extent).

11.2. If a tool must be repaired or replaced partially or as a whole regarding the manufacture of the objects of delivery for the customer due to wear and tear, we may claim the necessary costs according to the customer's original assumption of the share of costs.

11.3. If a tool must be modified or replaced due to the customer's altered requirements in the objects of delivery to be manufactured, the costs incurred hereby shall be borne by the customer.

12. Third party´s rights

We do not warrant that the use, installation or resale of any of our product does not infringe third parties' industrial property rights. However, we confirm that we have no knowledge of any such third parties' rights.

13. Term of prescription

13.1. The limitation period for claims and rights due to defects in the deliveries or services - irrespective of the legal grounds - is one year from handover. If formal acceptance by Roland takes place after handover as agreed, the limitation period shall begin with acceptance, but no later than 16 months from handover, unless the delay in acceptance is due to reasons for which Roland is responsible. However, the provisions of this clause 13.1 shall not apply in the cases of §§ 438 para. 1 No. 1, 438 para. 1 No. 2, 479 para. 1 as well as 634 a) para. 1 No. 2 BGB; in this respect a limitation period of three years shall apply.

13.2. The terms of prescription laid down in no. 14.1. above shall also apply to any and all claims for damage against us in connection with defects to the deliveries and performances – no matter what may be the legal nature of such claims. As for any claims for damage against us which are not in connection with defects to the deliveries and performances, the term of prescription provided for in no. 14.1. sentence 1 above apply.

13.3. The terms of prescription provided for in no. 14.1. and 14.2. above shall not apply:

- In case of breach of an obligation on purpose;
- In case of fraudulent non-disclosure of a defect known to us or in case of a guarantee with regard to the quality of the deliveries or performances; in case of fraudulent non-disclosure those statutory terms of prescription apply instead of the ones provided for in no. 14. 1 above, which would apply in the absence of fraudulent non-disclosure with the exclusion of the prolongation of the term in case of fraudulent non-disclosure in accordance with Articles 438 cl. 3 respectively 634 a.) cl. 3 BGB (German Civil Code).
- To claims for damage in case of damage to life, body, health or freedom of a person;
- To claims under the Produkthaftungsgesetz (Product Liability Code);
- In case of a grossly negligent breach of obligation or
- In case of breach of a fundamental contractual obligation.

In these cases the statutory terms of prescription shall apply.

13.4. Unless otherwise expressly provided for herein, the statutory provision on the beginning of the term of prescription, the interruption of their running, their suspension an the re-start shall remain unaffected.

13.5. The claims for reduction of the purchase price and the right to rescind from the contract are excluded, if the claim for correction of the performance is prescribed. In such case the customer may however refuse payment of the purchase price as far as he would be entitled to do so on the basis of his right to reduce the purchase price or his right to rescind from the contract.

14. Assignment

The customer shall assign claims against us in connection with our performances only with our prior written consent.

15. Confidentiality, contractual penalty

Unless otherwise agreed upon, all rights (especially proprietary rights and copyrights or utilization rights protected by copyright as well as industrial property rights) resulting from the contractual documents made available to the customer (especially drafts, drawings, brochures, catalogues, illustrations, calculations, product descriptions, etc.) as well as samples, models and prototypes shall be entitled to us only. Customer shall be entitled to make use of the aforementioned documents, samples, models and prototypes only within the context of the contracts concluded with us and only with our consent. They shall be treated confidentially unless they were already known to the customer upon receipt or generally accessible or subsequently obvious without the customer's own fault or responsibility; especially they shall only be made accessible to third parties after our prior written consent. With help of the a.m. documents, samples, models and prototypes, our objects of delivery may neither be copied nor reproduced in any way or such copied or reproduced products may not be distributed or utilized in any way.

In case of any infringement against such obligations, the customer undertakes to pay to us a contractual penalty of € 5,000.00 if he does not give proof of no fault. We reserve the right to assert further damages.

16. Place of performance, place of jurisdiction, applicable law, purchase within the EU, safeguarding clause

16.1. Place of performance shall be our principal place of business exclusively, unless otherwise agreed upon.

16.2 If the customer is a merchant pursuant to the HGB (Commercial Code), judicial person under public law or public utility fund, place of jurisdiction for all liabilities resulting from the contractual relationship - herein included liabilities from cheques and bills of exchange - shall either be our principal place of business or, at our option, the location of the customer. This agreement as to the place of jurisdiction shall also apply for Customers having their location in a foreign country.

16.3. For all rights and obligations resulting from the contractual relationship between us and the customer, German law, excluding UN Sales Convention (CIS convention on contracts for the international sale of goods of April 11, 1980), shall apply exclusively, without regard to German collision rules.

16.4. Customers from EC countries - when buying goods for use within countries of the European Community - shall be bound to compensate for all and any damage which may be incurred by us due to:

- tax violations committed by the customer himself or
- false information given by the customer or information which has been withheld from us by the customer relating to his financial situation relevant for taxation.

16.5 Should individual provisions of these **General Terms and Condition** for purchase and delivery or individual provisions of other agreements concluded with us be or become invalid, this shall not affect the validity of the other provisions or agreements.