General Terms and Conditions of Sale (GTCS)

Status: May 15th, 2023

1. General. 1. All our legal relationships, including offers, sales, deliveries and services (irrespective of whether we manufacture goods ourselves or purchase them from suppliers or whether both is the case within the framework of a business relationship), shall be governed exclusively by the following General Terms and Conditions of Sale ("General Terms and Conditions of Sale" - GTCS), whereby individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation shall take precedence over these GTCS. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract. 2. Deviating conditions do not become part of the contract, unless we have expressly agreed hereto in text form. 3. Any amendment of individual terms and conditions of the GTCS shall not affect the remaining terms and conditions. The validity of counter-confirmations by the contractual partner with reference to the validity of his terms and conditions of business or purchase is hereby expressly rejected. 4. our GTCS shall also apply exclusively if we carry out the delivery to the contractual partner without express rejection regardless of any knowledge that the contractual partner's terms and conditions might conflict with or deviate from our GTCS. 5. Rights and obligations arising from the contractual relationship with us may not be transferred to others without our express consent in text form. 6. Unless otherwise agreed in text form, these GTCS or the version last notified to the contractual partner in text form shall apply to all current and future business transactions, even if no further specific reference is made in the case of a future contract of the same type within the framework of an existing business relationship. 7. Our GTCS shall only apply to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), governmental legal entities (juristische Personen des öffentlichen Rechts) or governmental special fund entities (öffentlich_rechtliche Sondervermögen). 8. Declarations and notifications by the contractual partner with regard to the contract (e.g. setting of deadlines, notification of defects, termination, withdrawal or reduction) must be in writing. Text form in connection with the reproduction of an authorized signature (i.e. e-mail + scan with signature, fax) are not sufficient unless and only to the extent that we have declared our express consent hereto at least in text form. 9. Statutory formal requirements and further evidence, in particular in the event of doubts about the authenticity of the declarant, shall remain unaffected 10. References to statutory law shall only have a clarifying significance unless stipulated otherwise. Even without such clarification, statutory law applies unless it is expressly excluded or amended in these GTCS.

2. Offers and conclusion of contract. 1. Unless expressly agreed otherwise, our offers are generally subject to change and non-binding. This shall also apply if we have provided the contractual partner with catalogs, technical or other documentation (e.g. specifications, drawings, plans, calculations, references to DIN standards), other product descriptions or documents - in whatever form - to which we reserve our property rights and copyrights. 2. In case of offers, a contract shall be concluded solely through our order confirmation in text form. The order by the contracting party shall be deemed a binding offer to enter into a contract. 3. Cancellation, cancellation fee and postponed pickup date. Cancellation is excluded after order confirmation unless we explicitly offer cancellation in our order confirmation. If we explicitly offer the cancellation of an order in our order confirmation, the conditions for such cancellation apply as offered. If we offer the cancelation of an order in our order confirmation but do not include specific cancellation conditions, the following cancellation fees apply: Cancellations after order confirmation and no later than 8 weeks prior to confirmed delivery date: cancellation fee in the amount of 30% of the order value. Cancellations later than 8 and earlier than 4 weeks prior to confirmed delivery date: cancellation fee in the amount of 80% of the order value. Cancellations 4 weeks prior to confirmed delivery date or later: cancellation fee in the amount of 100% of the order value. Postponement of pickup date (confirmed delivery date) by customer is allowed once and will be additionally charged with 1,25% of the order volume per week for a maximum of 8 weeks. Pick up is mandatory latest after 8 weeks, otherwise it will be treated like a cancellation. 4. if an order with us is to be qualified as an offer and such offer does not stipulate otherwise, we can accept this offer within 2 weeks.

3. Prices. Unless stated in our order confirmation otherwise, our prices are subject to change without notice and are valid ex delivery point D-85737 Ismaning excluding packaging, equipment, postage, freight, other shipping charges, insurance, customs, assembly and installation and commissioning as well as excluding the applicable statutory value added tax. VAT will be entered separately in the invoice at the statutory rate on the day of invoicing. Our services shall be paid for in the currency stated for this purpose in the order confirmation. If the agreed contract currency records a loss of more than 10% against the US dollar or the Swiss franc at any time since the date of the order confirmation - in particular but not exclusively in the case of long-term contracts - we may retroactively demand the conversion and performance of the contract either in US dollars or Swiss francs, based on the average exchange rate of the contract currency to US dollars or to Swiss francs on the date of the conclusion of the contract, as the case may be. 2. Any deductions requires a special agreement in text form. 3. If we have agreed to the installation and/or assembly and if nothing else has been agreed, the contractual partner shall bear, in addition to the agreed remuneration, all other necessary ancillary costs such as travel and transport costs as well as boarding costs for employees. Unless otherwise stated in the order confirmation, the purchase or delivery price is due for payment without deduction within 14 days of the invoice date. The statutory provisions on the consequences of default in payment shall apply.

4. a) Delivery time. 1. The start of the delivery period as offered by us requires that the contractual partner has provided us with all the necessary information and that it has thus been possible to clarify all the necessary technical questions. Compliance with our delivery obligation further requires the timely and proper fulfillment of the contractual partner's obligations. This includes in particular the timely receipt of all documents to be provided by the contractual partner, necessary approvals and releases, in particular of plans and all other information required for the proper execution of the delivery, and the contractual partner's compliance with all agreed terms of payment and other obligations. 2. The right to counter with the claim of non-performance of the contract is reserved (Einrede des nichterfüllten Vertrags). 3. If one or more preconditions are not fulfilled, our deadlines are automatically be extended accordingly. 4. The same shall apply in the event of untimely or improper delivery to us. This does not apply if we are responsible for the delay within the meaning of these GTCS and the applicable agreements. 5. If the contractual partner is in default of acceptance or negligently violates its duties to cooperate, we are entitled to compensation for the damage incurred by us in this respect, including any additional expenses. Further claims and rights remain reserved. 6. The agreement on a delivery time is reserved for each individual order. 7. Partial deliveries or partial services are permissible on our part, as far as they are reasonable for the contractual partner. 8. The delivery time is deemed to have been met with the timely notification of readiness for dispatch if dispatch is prevented through the fault of the contractual partner. 9. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible or if it is unreasonable to expect us to adhere to the delivery deadline, we shall inform the contractual partner without delay and at the same time inform him about the expected new delivery deadline. If the service is also not available within the new delivery period or if it is unreasonable for us to adhere to the delivery period, we are entitled to withdraw from the contract in whole or in part. Non-availability of our performance shall be deemed to exist, for example, in the event of non-timely and/or incomplete self-delivery by our suppliers, force majeure, if we have concluded a congruent hedging transaction, in the event of disruptions in the supply chain or if we are not obliged to delivery in the individual case. If, after the conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that our claim to the contractual payments is jeopardized by the contractual partner's lack of ability to perform, we are entitled to withold and refuse our performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (Section 321 of the German Civil Code). In the case of contracts for the manufacture of custom-made products, we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected. Force majeure (e.g. disruptions in the energy supply, mobilization, war, terror, riots, strikes and related lockouts, natural disasters or similar unforeseen circumstances) on our part and on the part of our suppliers are not our responsibility and entitle us to cancel the delivery obligations in whole or in part. 10. We shall be liable in accordance with the statutory provisions insofar as the underlying delivery contract is a transaction with a fixed date within the meaning of Section 286 (2) No. 4 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB) and nothing to the contrary has been agreed. 11. We shall also be liable in accordance with the statutory provisions if, as a consequence of a delay in delivery for which we are responsible, the contracting party is entitled to claim that its interest in the further performance of the contract has ceased to exist. 12. We shall also be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract within our responsibility; any fault on the part of our representatives shall be attributed to us. 13. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage. 14. We shall also be liable in accordance with the statutory provisions if the delay in delivery for which we are responsible occurs due to a negligent breach of a material contractual obligation; in this case, however, our liability for damages shall be limited to the foreseeable, typically occurring damage. 15. Liability for negligent injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act. 16. Insignificant deviations from our confirmed delivery schedules shall not entitle the contracting party to assert claims for damages or to cancel the order. 17. At our request, the contractual partner shall be obliged to declare - within a reasonable period of time - how it intends to proceed due to the delay in delivery. If dispatch or delivery is delayed at the request of the contractual partner by more than one month after notification of readiness for dispatch, the contractual partner may be charged storage costs amounting to 0.5% of the net order value for each additional month or part thereof, but not more than a total of 5%. The contracting parties are at liberty to demonstrate higher or lower storage costs.

4. b) Erection and assembly. 1. The contractual partner shall assume at its own expense and provide in good time: a) all earthwork, construction work and other ancillary work on the side of the contractual partner, including skilled and unskilled workforce, building materials and tools required for this purpose. b) the items and materials typically required on the contractual partner's side for assembly and commissioning, such as scaffolding, lifting equipment, special tools and other devices, fuels, special lubricants and other items. c) Energy and water at the place of use, including connections, heating and lighting. d) Sufficiently large, suitable, dry and lockable rooms at the place of assembly for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the assembly personnel, including sanitary facilities appropriate to the circumstances; in all other respects, the contractual partner shall take appropriate measures for the protection of our property and the assembly personnel at the construction

site with the level of protection of its own property and workforce as the minimum standard. e) protective clothing and protective devices required for the assembly site as a result of special circumstances and / or relevant regulations (e.g. in accordance with our own work and occupational safety regulations). 2. Prior to the start of the assembly work, the contractual partner shall provide the necessary information on the location of concealed electricity, gas, water lines or similar installations as well as all other information required for the proper execution of the order without being requested to do so and in good time in text or document form. Prior to the start of assembly or erection, the materials and objects required for the commencement of our work must be available at the site of assembly or erection and all preparatory work must have progressed to such an extent that assembly or erection can be commenced as agreed and carried out without interruption or delay. Access roads and the installation or assembly site on the premises of the contractual partner must be leveled and cleared. 4. If the installation, assembly or commissioning is delayed due to circumstances for which the contractual partner is responsible, the contractual partner shall bear the reasonable costs for waiting time and additional necessary travel on our part and/or on the part of the assembly personnel. 5. The contractual partner shall immediately certify to us in text form on a weekly basis the duration of the working hours of the assembly crew and, upon completion of the work, the completion of the installation, assembly or commissioning. 6. If we demand acceptance of the delivery after completion, the contractual partner shall carry this out within two weeks - provided that our performance is capable of acceptance - and shall certify this to us in text form. If this is not done, acceptance shall be deemed to have taken place in the event of sufficient acceptability. Acceptance shall be deemed to have taken place when the delivery has been put into use - if this has been agreed, after completion of a test phase. 7. All obligations of the contractual partner mentioned in this section "installation and assembly" shall not give rise to any separate claims for remuneration for the contractual partner, unless expressly agreed otherwise in writing.

4. c) Acceptance. The contractual partner may not refuse the acceptance of deliveries and the legal act of acceptance due to insignificant defects.

5. Transfer of risk. 1. The general risk regarding the contractual goods shall pass to the contractual partner at the latest upon handover to the shipper for dispatch. 2. If services such as commissioning or measurements are to be provided in addition, these shall not affect the transfer of risk. 3. If the contractual partner is in default of acceptance or if the handover for dispatch, the dispatch, the delivery, the start, the execution of the installation and/or the assembly, the takeover in the own company or an agreed trial operation is delayed due to circumstances for which the contractual partner is responsible, the risk of an accidental deterioration of the object of performance shall pass to the contractual partner at the point in time at which the contractual partner is in default of acceptance or debtor's delay.

6. Retention of title. 1. The object of performance remains our sole property (reserved goods) until all claims to which we are entitled against the contractual partner from the relevant contract and the business relationship at that point in time have been fulfilled in total. 2. During the existence of the reservation of title, the contractual partner shall be permitted to pledge or assign the goods by way of security or any other measure having the same effect and to resell the goods only to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or makes the reservation that title shall not pass to the customer until the latter has fulfilled its payment obligations. 3. The contractual partner hereby assigns to us all claims in the amount of the final invoice amount including VAT of our claim arising from the resale against its customers or third parties, irrespective of whether the object of performance was resold with or without processing. Our contractual partner shall remain authorized to collect this claim after the assignment. 5. Our authority to collect the claim ourselves shall remain unaffected. However, we undertake not to collect the claim as long as our contractual partner meets his payment obligations, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended. If this is the case, however, we may demand that our contractual partner informs us of the assigned claims and their debtors, provides all information required for collection, hands over all relevant documents and informs the debtors (third parties) of the assignment. 6. The contractual partner shall be obliged to treat the object of performance with care; in particular, it shall be obliged to insure it adequately at its own expense against damage by fire, water or theft at its replacement value as long as it has not been paid for. If maintenance and inspection work is required, the contractual partner must carry this out in good time at its own expense. 7. The processing or transformation of the object of performance by our contractual partner shall always be carried out on our behalf. If the object of performance is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of our object of performance (final invoice amount incl. VAT) to the other processed objects at the time of processing. 9. The same shall apply to the object created by processing as to the object of performance delivered under retention of title. If the object of performance is inseparably combined with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of performance (final invoice amount including VAT) to the other mixed objects at the time of such act. 10. If the combination is carried out in such a way that the object of the contractual partner is to be regarded as the main object, it shall be deemed agreed that the contractual partner has transferred co-ownership to us on a pro rata basis. 11. The contractual partner shall hold the sole ownership or co-ownership thus created in safe custody for us.
12. Our contractual partner hereby and in advance assigns to us the claims to secure our claims against him which arise against a third party as a result of the combination of the object of performance with a plot of land. 13. If the realizable value of our securities exceeds the amount of the claims to be secured by more than 10%, we shall release a corresponding part of the security interests at the request of the contractual partner. The selection of the securities to be released shall be incumbent upon us. 14. In the event of seizures, attachments or other dispositions or interventions by third parties, the contractual partner shall notify us immediately in text form, in particular so that we can bring an action against the measure. 15. If the third party is not in a position to reimburse us for the court and out-of-court costs of an action, e.g. under § 771 of the German Code of Civil Procedure (ZPO), the contractual partner shall be liable for such losses incurred by us. 16. In the event of a breach of contract by the contractual partner, in particular in the event of default in payment, we shall be entitled to cancel and withdraw from the contract in addition to taking back the object of performance after setting a reasonable but unsuccessful deadline; the statutory provisions on the dispensability of such a deadline remain unaffected. The contractual partner shall be obliged to surrender the goods. 17. Any waiver regarding the reservation of title or the seizure of the goods subject to reservation of title by us shall not constitute a rescission of the contract unless this has been expressly declared in text form. .18. If we take back the object of performance and declare our withdrawal from the contract, we shall be entitled to liquidate it. 19. The liquidation proceeds shall be credited against the liabilities of the contractual partner after the deduction of the liquidation costs.

7. Set-off and retention. 1. The contractual partner shall only be entitled to declaire the set-off with own counterclaims if such counterclaims have been ascerted in a final and binding legal verdict, are undisputed or have been acknowledged by us. 2. Our contractual partner shall, however, be entitled to the retention of his obligations based on a counterclaim arising from the same contractual relationship.

8. Liability for defects. 1. The statutory provisions shall apply to the rights of the contractual partner in the event of material defects and defects of title (including wrong and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated in the individual contract and/or hereinafter. Since these GTCS are limited to contracts between companies, the legal provisions specifically for the purchase by private customers (§§ 474 ff. BGB) do not apply. Rights of the contractual partner arising from separately issued guarantees shall remain unaffected. The basis of any liability for defects shall be the agreed quality and the agreed use of the subject matter of the contract (including accessories and instructions). The technical specifications as well as all other product descriptions and manufacturer's specifications and instructions which are subject of the individual contract or which have been disclosed in advance or in connection with the time of the conclusion of the contract shall describe accordingly. In the case of digital content, we shall only owe provision and, if applicable, updating of the digital content only if and insofar as this is expressly agreed. Claims for defects on the part of the contractual partner shall be subject to the condition that the contractual partner has duly fulfilled all its obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). They shall be excluded for defects of which the contractual partner is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Obvious defects are nevertheless to be reported in text form within 5 working days from delivery and defects not recognizable during the inspection within the same period from discovery. If the contractual partner fails to properly inspect the goods and/or notify us of defects, we shall not be liable for the defect that was not notified in time or not properly notified. In the case of goods intended for combination with other goods, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one or more of these obligations; in this case, in particular, the contractual partner shall have no claims for subsequent performance. 2. In the event of a material defect which already existed or whose cause already existed at the time of the passing of risk, all those parts or services which exhibit a material defect shall, at our discretion, be repaired, replaced or provided again free of charge. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, fitting or assembly of a defect-free item if we were not originally obliged to perform such services; this shall not affect the contractual partner's claims for reimbursement of corresponding costs ("dismantling and assembly costs"), whereby such claims shall not exist if they could have been avoided by timely inspection and notification of the defect. If the subsequent performance fails or if the type of subsequent performance chosen by us is unreasonable for the contractual partner in the individual case, the contractual partner may reject it. Our right to refuse supsequent performance under the statutory provisions shall remain unaffected. 3. Notifications of defects by the contractual partner shall be made without delay and in text form. In the event of notices of defects, payments by the contractual partner may only be retained to an extent that is in reasonable proportion to the material defects that have occurred. The contractual partner shall not have a right of retention if its claims for defects are time-barred. If the notice of defect is unjustified, we are entitled to demand reimbursement from the contractual partner of the expenses incurred by us as a result of the unjustified notice of defect. 5. We shall be given the opportunity to remedy the defect within a reasonable period of time. 6. If the subsequent performance fails, the contractual partner may withdraw from the contract or reduce the remuneration, without prejudice to any claims for damages in accordance with these GTCS. 7. Claims for defects are excluded in case of minor deviations from the agreed quality, in the case of minor impairment of usability, in the case of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, improper operation, operation in deviation from our technical specifications, excessive stress, unsuitable operating resources, defective (construction) work on the part of the contractual partner, unsuitable construction or installation ground or which arise due to other adverse external

influences which are not assumed under the contract and for which we are not responsible in accordance with these GTCS, as well as in the case of non-reproducible software errors for which we are not responsible as well. If a warranty claim is made, the contractual partner shall submit all documents, logs, recordings (in particular error logs and unaltered logs of the relevant system itself), audio and video logs and all other relevant content required for its examination, which make it possible, for example, to reliably examine and trace the operation conditions only within the scope of our specifications, only by suitable specialist personnel, the professional and proper performance of maintenance, servicing and repair as well as the course of a damage event. If we recommend 24/7 online monitoring, e.g. by means of online access to the system and/or its 24/7 data and audio-visual monitoring including recording (e.g. via VPN access) within the scope of the operation of complex systems, but the contractual partner refuses this, the contractual partner shall bear all disadvantages that could have been prevented or mitigated by such monitoring. 8. Claims of the contractual partner for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses are increased because the object of performance was subsequently moved to a location other than the contractual location, unless such movement occurred in accordance with the intended use. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTCS, if and to the extent that a defect is actually present. Otherwise, we may demand reimbursement from the contractual partner of the costs incurred as a result of the unjustified request for rectification of the alleged defect if the contractual partner knew or could have known that there was no defect and/or could have avoided the unjustified notification of defect by means of obligations or if we are not liable for any other reason. 9. The contractual partner's right of recourse against us pursuant to Section 478 of the German Civil Code (BGB) (recourse of the producer) shall only exist to the extent that the contractual partner has not entered into any agreements with its customer exceeding statutory claims for defects. The warranty provisions set out in Section 8 shall apply mutatis mutandis to the scope of the contractual partner's right of recourse against us pursuant to Section 478 (2) of the German Civil Code (BGB). 10. A change in the burden of proof to the detriment of the contractual partner is not associated with the provisions of Section 8. 11. The limitation period for claims for defects shall be twelve months, calculated from the moment of risk passing tot he contractual partner. The same shall apply to claims of the contractual partner in connection with measures to avert damage (e.g. recall actions), insofar as these claims are not excluded under these GTCS or for other reasons. This shall not apply insofar as the object of performance is intended to be used for a building and has caused the defect. The limitation period in the case of a delivery recourse according to §§ 478, 479 BGB remains unaffected; it amounts to five years, calculated from the delivery of the defective item.

9. General Limitation of Liability. 1. We shall be liable in accordance with the statutory provisions if the contractual partner asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives. Insofar as we are not liable for intentional breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damage. 2. We shall be liable in accordance with the statutory provisions insofar as we negligently breach a material contractual obligation; in this case, too, however, our liability for damages shall be limited to the foreseeable, typically occurring damage. Liability for negligently caused injury to life, limb or health shall remain unaffected; this shall also apply if a defect has been fraudulently concealed, we have given a guarantee or in case of mandatory liability under the Product Liability Act. In case of simple negligence, we shall be liable, subject to statutory limitations of liability (including applicaple further limitations tot he care in own affairs or in case of insignificant breach of duty) only for damages arising from injury to life, body or health, for damages arising from the breach of a material contractual obligation (obligation, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies on and may rely on); in this case, too, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage. 4. Unless otherwise provided for above, our liability shall be excluded. Any further liability for damages than expressly provided for in these GTCS or in an individual contract shall be excluded - regardless of the legal nature of the asserted claim. This shall therefore apply in particular, but not exclusively, to claims for damages arising from negligence in conection with negotiations (culpa in contrahendo), for indirect damages, for consequential damages, for other breaches of duty, for claims based on the law of enrichment or for tortious claims including but not limited to claims for the compensation for property damage pursuant to Section 823 of the German Civil Code (BGB). 5. The limitation of our liability under these GTCS shall also apply insofar as the contractual partner demands the reimbursement of useless expenses instead of a claim for damage instead of performance. The contractual partner may only withdraw from or terminate the contract due to a breach of duty which does not consist of a defect if we are responsible for the breach of duty, if it is substantial and if required prior warning notices have remained without success. The right of any-time termination by the purchaser (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, statutory law and legal consequences shall apply. Insofar as liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our management and executive board members, employees, workers, representatives and other agents.

10. Industrial property rights and copyrights. 1.a) We reserve our unrestricted rights including but not limited to property and copyrights to cost estimates, drawings, illustrations and other content in whatever form (i.e. print, electronic, other, hereinafter "content"). This shall also apply to such Content that is marked as "confidential". b) Our Content may only be made available to third parties with our prior consent in text form and shall, if an order is not placed with us, be returned to us immediately upon request and we shall be assured that no copy of any form has been retained. c) Our contractual partner shall have the non-exclusive license to use standard software and firmware with the agreed performance features in unchanged form and limited tot he use in connection with the agreed equipment. Our contractual partner is allowed to create a backup copy of the standard software without explicit consent. d) Objects of performance with patent protection and/or ongoing patent application procedures as well as branded products of CS CLEAN, in particular the granules of CS CLEAN contain industrial property rights and protected confidential know-how. The purchase of the contractual subject therefore includes a non-exclusive license limited to the contractually intended use; apart from such contractually intended use, for the customary use by the contractual partner. Any and all industrial property rights and konow-how remain solely with us and/or our own licensors. Any use of the contractual subject which serves or leads to the disclosure, reproduction or other acquisition of knowledge or other reconstruction of the confidential, internal operational know-how and the internal technical features of the subject matter of our performance ("reverse engineering") is strictly prohibited. The subject matter may not be disassembled and reconstructed mechanically, chemically or in any other way apart from the contractually agreed use; the restrictions in the use fort he protection of our intellectual property do not apply on if and only insofar that applicable law expressly prohibits such restrictions or their enforcement. Reverse engineering in violation of the contract constitutes a sever breach of contract with all legal rights resulting thereof. In such case and among other rights, we are entitled to the immediate rescission of the contract, damages and injunctive relief. With regard to the a justified assertion of the infringement of third party industrial property rights or of third party copyrights in connection with our performance against our contractual partner or against third parties in connection with our contractual partner, we specify the provisions on liability for defects in Section 8 in addition as follows. 2.a) Unless otherwise agreed, we shall be obliged to deliver only to the extent necessary for the contractually intended use, apart from such obviousness of another contractually intended use, in the country of the final place of delivery free of industrial property rights and copyrights of third parties (hereinafter: third party rights) impairing the contractual use. 2 b) We shall, at our option and at our expense, either obtain a license for the goods and services concerned or modify them in a manner acceptable to the contractual partner in such way or replace them that the infringement is avoided. If this is not possible for us under reasonable conditions, the contractual partner shall be entitled to the statutory rights of rescission and reduction of price. 2 c) Our aforementioned obligations shall only apply if and to the extent that the contractual partner notifies us immediately in text form of the claims asserted by third parties, does not acknowledge any infringement and leaves all defensive measures and settlement negotiations to us. If the contractual partner discontinues the use of the goods and services of concern for reasons of mitigation of damages or other important reasons, it shall be obliged to point out to the third party that such discontinuation of use does not constitute any acknowledgement of an alleged infringement. 2 d) Claims of the contractual partner shall be excluded if the contractual partner is responsible for the infringement of the third party rights. 2 e) Claims of the contractual partner are further excluded if the infringement is caused by any application of our goods and services contrary to the contract and not foreseeable by us or if our goods and services are utilized in deviation of the contractual or the intended use, modified and/or operated in connection with with products not supplied and/or not authorized by us.

11. Regulations on minimum wages in connection with the cooperation. 1. Our contractual partner shall comply with all provisions of the Minimum Wage Act within the scope of the cooperation with regard to its employees working in the territory of the Federal Republic of Germany as well as any subcontractors/hiring companies. 2. Within the framework of the cooperation, the contractual partner shall inform us upon request of the company and registered office of subcontractors/hiring companies and hereby declares that it shall always carefully select subcontractors/hiring companies, regularly monitor them by means of suitable precautions and oblige them to always comply with the provisions of the Minimum Wage Act on their part. 3. If the contractual partner violates the MiLoG and/or any obligation under this Clause in the course of the cooperation, we may give extraordinary notice of termination and claim damages. 4. The contractual partner shall indemnify us upon first request against any claims, claims under public law, fines or other financial disadvantages, including all costs actually incurred by us (e.g. for lawyers, experts, travel expenses and absence of employees and bodies involved), e.g. from notices by the public authorities of all kinds, as well as the legal costs incurred as a result thereof, which are asserted against us due to a violation of the MiLoG attributable to it. 5. The contractual partner shall inform us immediately if claims are asserted against it in connection with its cooperation with us in accordance with the provisions of the MiLoG in the broadest sense or if proceedings under public law are initiated or if such claims are threatened or initiated. 6. If we have reason to doubt that the MiLoG has been complied with in the course of the cooperation with us, the contractual partner shall submit to us upon first request suitable documents requested by us (e.g. a current tax clearance certificate from the tax office or a certificate from its tax advisor) stating that the MiLoG has been duly complied with. 7. This section shall apply in full and mutatis mutandis also to affected minimum wage provisions and comparable provisions and protective laws in Germany and abroad.

12. Jurisdiction, applicable law, place of performance and language. 1. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Munich - City (District Court District Munich I), Federal Republic of Germany, if the contractual partner is a merchant, a legal entity under private or public law, a special fund under public law or an entrepreneur within the meaning of Section 14 of the German Civil Code. Notwithstanding the foregoing, we are entitled to bring an action at the place of our contractual performance pursuant to these GTCS or an individual agreement or at the place of business of the contractual partner. Compulsory statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected. 2. Legal relations in connection with this contract shall be governed exclusively by the laws of the Federal Republic of Germany, excluding references to German private international law and the UN Convention on Contracts for the International Sale of Goods. 3. The place of performance for delivery and payment as well as the place of subsequent performance shall be our registered office in D-85737 Ismaning, unless otherwise agreed upon individually. 4. If there are divergences or different interpretations between this English version of the GTCS and a German language version that is also included in the contract, the German version shall be conclusively decisive.