

GTC

General Terms and Conditions of SensoTech GmbH
As of: November 2021

I. General Terms and Conditions

1.1. General

These General Terms and Conditions of Delivery and Payment shall apply in dealings with companies, legal entities under public law and special funds under public law (hereinafter referred to as "Buyer").

(1)

The General Terms and Conditions of Delivery and Payment as well as any other separately agreed contractual agreements, shall govern all supplies and services provided by SensoTech GmbH (hereinafter referred to as "Contractor"). Any terms and conditions which deviate from, or are in conflict with these General Terms and Conditions shall not apply unless the Contractor has expressly agreed to them. The following General Terms and Conditions shall also apply in cases where the Contractor or their representative is performing the service without reservation although being aware that the terms and conditions of the Buyer are conflicting with or deviating from these General Terms and Conditions.

(2)

Contracts or any other binding agreements shall be deemed concluded only if the Contractor has confirmed the order in writing or has commenced execution of the order. The Contractor reserves the right to make insignificant technical deviations from the offer, even after the offer has been accepted.

(3)

The Contractor reserves unrestricted ownership rights and copyrights in respect of the use of cost estimates, drawings, and any other documents or similar information, whether of a tangible or intangible nature (hereinafter referred to as the "Documents"), including those in electronic form. The Documents may only be disclosed to third parties with the Contractor's prior consent and, if no order is placed with the Contractor, shall be returned to the Contractor without delay upon request. Sentences 1 and 2 of this sub-clause shall apply mutatis mutandis to the Buyer's documents; however, such documents may be disclosed to third parties to whom the Contractor has lawfully subcontracted supplies.

(4)

In addition, the Contractor reserves unrestricted ownership rights and copyrights in respect of the use and exploitation of all specifications, algorithms, source codes, documents, working principles and methods, as well as any upgrades, including those in electronic form.

(5)

These General Terms and Conditions shall also apply to all future services up to the time when new terms and conditions enter into force.

1.2. Prices, terms of payment

(1)

Unless otherwise agreed in writing, prices shall be FCA (INCOTERMS 2020), including the handover of the goods to the first carrier, inclusive of packaging, and exclusive of any applicable statutory value-added tax.

(2)

Unless otherwise agreed in writing, payment shall be made without any deductions within 14 calendar days from the invoice date. In the event of late payment, the Contractor shall be entitled to charge interest on arrears at the statutory rate. This shall be without prejudice to any further claims for damages to which the Contractor may be entitled.

(3)

If the Contractor becomes aware of a significant deterioration in the financial situation of the Buyer only after conclusion of the contract and the deterioration puts the Contractor's entitlement to compensation at risk, the Contractor shall be

entitled to demand payment for any orders still to be completed on a step by step basis, if no security has been furnished for the consideration payable to the Contractor.

(4)

The Buyer shall be entitled to set off against the Contractor's claims only if the Buyer's counterclaim is undisputed or based on a final and binding court decision.

1.3. Delivery, delay in delivery

(1)

The delivery period shall be as agreed between the contracting parties. Compliance with the delivery period is subject to the clarification of all commercial and technical matters between the Contractor and the Buyer. Furthermore, the Buyer must have fulfilled all obligations, particularly with regard to the agreed terms of payment. If these preconditions are not met in due time, the delivery period shall be extended accordingly. This shall not apply if the delay is attributable to the Contractor.

(2)

The delivery period shall be deemed met if the delivery item has left the Contractor's premises before the expiry of the delivery period or if the Contractor has notified the Buyer of its readiness for shipment.

(3)

Unless otherwise agreed in the contract, delivery shall be made FCA (Free Carrier) in accordance with INCOTERMS 2020.

(4)

Partial deliveries shall be permissible, provided they are reasonable for the Buyer.

(5)

If the Contractor's failure to meet delivery deadlines is due to force majeure – such as mobilization, war, civil unrest, or similar events including strikes or lock-outs – the delivery period shall be extended by a reasonable amount of time. The same shall apply if the Contractor does not receive supplies on time or in proper condition.

(6)

If the Contractor becomes definitively unable to perform the entire service prior to the transfer of risk, the Buyer shall be entitled to terminate the contract without notice. The Buyer shall also be entitled to withdraw from the contract if it becomes impossible to perform part of an order and the Buyer has a justified interest in rejecting a partial delivery. If this is not the case, the Buyer shall pay the contract price for the partial delivery. The same shall apply in the event of the Contractor's incapability. In all other respects, clause I. 9.2 shall apply. If the impossibility or incapability occurs while the Buyer is in default of acceptance, or if these circumstances are attributable solely or predominantly to the Buyer, the Buyer shall remain obligated to pay the agreed consideration. Any further claims arising from a delay in delivery shall be governed exclusively by clause I. 9.2 of these General Terms and Conditions.

(7)

If shipment or acceptance of the delivery item is delayed due to reasons attributable to the Buyer, the Contractor shall be entitled to charge the Buyer for the resulting costs, starting one month after notification of readiness for shipment or acceptance.

(8)

If the agreed terms of payment require the opening of a Letter of Credit (hereinafter referred to as "L/C"), the delivery period shall commence on the date the L/C is opened by the Buyer. Any delay in the opening of the L/C shall result in a corresponding postponement of the delivery date.

(9)

If dispatch or delivery is delayed at the Buyer's request by more than one month after notification of readiness for shipment, storage charges amounting to 0.5% of the price of the items to be delivered may be charged for each commenced

month of delay, up to a maximum of 5% in total. This shall be without prejudice to the right of either contracting party to prove that actual storage costs were higher or lower.

(10)

Upon receipt of the shipment, the Buyer shall also comply with any specific instructions or dispositions separately by the Contractor regarding the receipt of the goods.

1.4. Passage of risk

(1)

The risk shall pass to the Buyer in accordance with the contractually agreed delivery terms, i.e., INCOTERMS 2020. Any subsequent agreements deviating from the stipulated delivery terms shall require written form and confirmation by the Contractor.

(2)

If shipment or acceptance is delayed or cancelled for reasons not attributable to the Contractor, the risk shall pass to the Buyer as of the date of notification of readiness for shipment or acceptance.

(3)

The Contractor shall insure the goods against customary transport risks upon the Buyer's request and at the Buyer's expense.

1.5. Reservation of title

(1)

The goods to be delivered (hereinafter referred to as "reserved goods") shall remain the property of the Contractor until all claims arising from the business relationship with the Buyer have been fulfilled. If the value of the security rights to which the Contractor is entitled exceeds the value of the secured claims by more than 10%, the Contractor shall, at the Buyer's request, release a corresponding portion of the security rights. The Contractor shall be entitled to determine, at its own discretion, which security rights are to be released.

(2)

As long as the retention of title remains in effect, the Buyer shall not sell, pledge, or assign the reserved goods as collateral. The Buyer must notify the Contractor without delay of any attachments, seizures, or other third-party interventions or dispositions affecting the reserved goods.

(3)

In the event of a breach of contractual obligations by the Buyer, in particular in the case of payment default, the Contractor shall be entitled to withdraw from the contract and to reclaim the reserved goods, provided the Buyer fails to remedy the breach within a reasonable period set by the Contractor. This is without prejudice to statutory provisions that waive the requirement to set a deadline. The Buyer shall be obliged to surrender the reserved goods. Repossession, assertion of the retention of title, or pledging of the reserved goods shall not constitute a withdrawal from the contract unless expressly stated by the Contractor.

(4)

If a petition for the opening of insolvency proceedings is filed against the Buyer, the Contractor shall be entitled to withdraw from the contract and demand the immediate return of the delivered goods.

1.6. Utilisation of software

(1)

If the scope of supply includes software, the Buyer shall be granted a non-exclusive right to use the supplied software, including its documentation. The software is provided for use exclusively in connection with the delivery item for which it is intended. Use of the software on more than one system is not permitted.

(2)

The Buyer may reproduce, modify, or compile the software only to the extent permitted by law (§§ 69a et seq. of the German Copyright Act). The Buyer undertakes not to remove or alter any manufacturer identifications – in particular copyright notices – without the Contractor's prior written consent.

(3)

All other rights in the software and its documentation, including any copies, shall remain with the Contractor or the software supplier. The granting of sub-licenses shall be permitted only with prior written approval.

1.7. Defects of quality

The Contractor's liability for defects in quality shall be governed by the following provisions:

(1)

All parts or services exhibiting a defect in quality shall, at the Contractor's discretion, be repaired, replaced, or newly provided free of charge, provided that the cause of the defect already existed at the time of the transfer of risk. The Contractor shall be notified in writing without delay of any such defects. Replaced parts shall become the property of the Contractor.

(2)

Following prior agreement with the Contractor, the Buyer shall grant the Contractor sufficient time and opportunity to carry out any rectification or replacement deemed necessary. If the Buyer fails to provide such time and opportunity, the Contractor shall not be liable for any consequences resulting therefrom. The Buyer shall be entitled to rectify the defect or have it rectified by a third party and to claim reimbursement of the necessary expenses only in urgent cases where operational safety is at risk or to prevent disproportionately high damages.

(3)

The Contractor shall be given the opportunity to rectify defects or provide replacement within a reasonable period.

(4)

If the Contractor fails to remedy the defect or provide a replacement within the period set by the Buyer – and is not entitled to refuse performance under applicable legal provisions – the Buyer may withdraw from the contract in accordance with statutory regulations.

(5)

Regarding the costs incurred for rectification or replacement, the Contractor shall bear the costs of the repair or replacement part, provided that the complaint proves to be justified. If the defective item must be returned to the Contractor for rectification or replacement, the Buyer shall be responsible for obtaining any required import and export permits and shall bear all associated costs. The Buyer shall also comply with any return instructions separately issued by the Contractor.

(6)

No warranty claims shall arise in the event of only minor deviations from the agreed quality, minor impairment of usability, natural wear and tear, or damage occurring after the transfer of risk due to improper or unsuitable use, incorrect installation or commissioning by the Buyer or third parties, faulty or negligent handling, excessive strain, inadequate maintenance, unsuitable operating materials, defective construction work, unsuitable foundation, or special external influences not provided for in the contract, as well as in the case of non-reproducible software errors.

(7)

The Contractor shall not be liable for any improper rectification carried out by the Buyer or third parties and any consequences resulting therefrom. The same shall apply to modifications made to the delivery item without the Contractor's prior written consent.

1.8. Industrial property rights and copyright, deficiencies in title

(1)

Unless otherwise agreed, the Contractor shall be obligated to deliver the goods free from third-party industrial property rights and copyrights (hereinafter referred to as "Property Rights") only in the country of the place of delivery. If a third party asserts justified claims against the Buyer due to an infringement of Property Rights by the supplies made by the Contractor and used in accordance with the contract, the Contractor shall be liable to the Buyer within the time period set forth in clause I. 9.3 as follows:

a.

The Contractor shall, at its own discretion and expense, either obtain the right to use the affected supplies, modify them so that the Property Right is no longer infringed, or replace them. If this is not feasible for the Contractor on reasonable terms, the Buyer shall be entitled to withdraw from the contract or to a reduction in the purchase price.

b.

The Contractor's obligations above shall apply only if the Buyer promptly notifies the Contractor in writing of any such third-party claims, does not acknowledge the alleged infringement, and allows the Contractor to conduct all defensive actions and settlement negotiations. If the Buyer discontinues the use of the goods in order to minimize damage or for other important reasons, the Buyer shall be required to inform the third party that the discontinuation does not constitute acknowledgment of an infringement.

(2)

Claims by the Buyer shall be excluded if the infringement of Property Rights is attributable to the Buyer.

(3)

Claims by the Buyer shall also be excluded if the infringement results from the Buyer's specifications, from an unforeseeable use of the supplies by the Contractor, or from modifications made by the Buyer or from their use in combination with products not supplied by the Contractor.

(4)

In the event of an infringement of Property Rights, the provisions of clause I. 8.1 a) shall apply accordingly. For all other matters, clause I. 7.3 shall apply.

(5)

In the case of other deficiencies in title, clause I. 7 shall apply accordingly.

(6)

Any further claims by the Buyer due to a deficiency in title, beyond those set out in clause I. 8, shall be excluded.

1.9. Liability and Statutory Limitation

(1)

If, through the Contractor's fault, the delivery item cannot be used in accordance with the contract due to faulty or omitted proposals or advice given before or after contract conclusion, or due to the breach of other contractual ancillary obligations – particularly regarding operating and maintenance instructions – then the provisions of clauses I. 7, I. 8, and I. 9.2 shall apply, to the exclusion of any further claims by the Buyer.

(2)

The Contractor shall be liable for damages not occurring on the delivery item itself – regardless of the legal basis – only:

a.

in cases of intent,

b.

in cases of gross negligence by owners, legal representatives, or executive employees,

c.

in cases of culpable injury to life, body, or health

d.

for defects fraudulently concealed or where the Contractor has guaranteed their absence,

e.

for defects of the delivery item to the extent that liability exists under the Product Liability Act for personal injury or damage to privately used property.

In the event of culpable breach of essential contractual obligations, the Contractor shall also be liable in cases of gross negligence by non-executive employees and in cases of slight negligence; in the latter case, liability shall be limited to reasonably foreseeable damages typical for the contract. Any further liability shall be excluded.

(3)

All claims by the Buyer – regardless of legal basis – shall expire after 12 months. In the case of claims for damages under clause I. 9.2 a – e, the statutory limitation periods shall apply.

1.10. Governing law, jurisdiction

(1)

The Contractor's principal place of business shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, the Contractor shall also be entitled to bring an action at the Buyer's principal place of business.

(2)

The contractual relationship shall be governed by the substantive law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

1.11. Severability

Should any provision of these General Terms and Conditions of Delivery and Payment be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the original intent of the contracting parties.

2. Purchasing and the commissioning of services

2.1. General

For all purchases and service commissions involving third parties, the legal relationship between the contractor ("Supplier") and SensoTech GmbH ("Customer") shall be governed exclusively by these General Terms and Conditions for the Purchase and Commissioning of Services.

(1)

We do not acknowledge any terms and conditions of the Supplier that conflict with or deviate from our own General Terms and Conditions; we expressly reject them. The unconditional acceptance of order confirmations or deliveries shall not be deemed acceptance of such terms and conditions.

(2)

By making the first delivery under these General Terms and Conditions for the Purchase and Commissioning of Services, the Supplier acknowledges their exclusive applicability to all future orders as well.

2.2. Offer, order

(1)

Supplier offers shall be submitted in German and state net prices in euros.

(2)

Costs for packaging, loading, freight, postage, insurance/ transport insurance, and shipping shall be itemized separately if, according to the agreement, they are to be borne by the Customer.

(3)

Unless otherwise agreed in writing, the prices stated in the Supplier's offer shall remain binding for three months from the date of the offer.

(4)

Customer orders shall be placed exclusively in writing using the Customer's official order form. In urgent cases, orders may be placed by telephone, but shall only be considered binding upon subsequent written confirmation.

(5)

An order shall be deemed valid if it refers to the Supplier's offer or if a copy of the offer is enclosed.

(6)

All orders are placed with the express exclusion of any set-off by affiliated companies or third parties acting on behalf of the Supplier.

(7)

The Supplier may accept the order only within a maximum period of two weeks. If the Customer does not receive written confirmation within this period from the date of the order, the order shall no longer be binding.

(8)

The Supplier shall send a single copy of the order confirmation to the Customer separately by mail; it must not be enclosed with the goods.

(9)

The Customer reserves all ownership rights and copyrights to illustrations, calculations, drawings, specifications, and other documents (hereinafter referred to as "Documents"). The Documents may not be disclosed to third parties without the Customer's express written consent. They shall be used exclusively for the execution of the order and must be returned to the Customer without request upon completion. The Documents shall be kept confidential from third parties; in this respect, the provisions of Section II.10, Paragraph 1 shall apply accordingly.

2.3. Prices, scope of services, terms of payment

(1)

The price stated in the order shall be binding. Unless otherwise agreed in writing, the price includes free delivery, including packaging, loading, freight, postage, transport insurance, and all applicable taxes. The return of packaging is subject to a separate agreement.

(2)

Invoices shall only be processed by the Customer if they include the company name, the order number as stated in the order, and a precise description of the scope of delivery, in particular the article, type, and quantity. The invoice must be sent separately by mail and must not be enclosed with the goods.

(3)

A payment claim shall become due only upon receipt of a verifiable invoice.

(4)

The Supplier shall be obliged to transfer ownership of the delivered work parts, materials, components, or purchased goods to the Customer or provide appropriate security. The payment claim shall become due only after these obligations have been fulfilled.

(5)

The Supplier shall perform its delivery or service in accordance with the latest state of the art, applicable safety regulations, and the agreed technical specifications and parameters.

(6)

The Supplier warrants that all items delivered and services provided are its unencumbered property and free from any third-party rights. Ownership shall pass to the Customer upon handover or installation. By accepting the order, the Supplier undertakes to indemnify the Customer against any legal claims asserted by domestic or foreign third parties in connection with the goods to be delivered or the services to be performed – including claims arising from patents, designs, copyrights, or other intellectual property rights. This obligation also covers any resulting litigation costs, damages, and expenses incurred due to modifications or reconstruction work. In addition, the provisions of Sections II.7 and II.8 shall apply.

(7)

Unless otherwise agreed in writing, the Customer shall make payment after delivery or performance by the Supplier as follows:

a.

Within 3 days of receipt of invoice with a 5% discount; or

b.

Within 14 days of receipt of invoice with a 3% discount; or

c.

Within 30 days of receipt of invoice with a 2% discount; or

d.

Within 60 days net of receipt of invoice.

Payment shall be made exclusively by bank transfer or by acceptance, free of charge to the Supplier.

(8)

The Customer reserves the right to offset any due claims against the Supplier.

2.4. Packing, shipping, documents, quality

(1)

The ordered services shall be packed and transported in a manner that prevents any damage. The Customer reserves the right to issue instructions regarding packaging, the choice of transport means, transport routes, and transport insurance.

(2)

The Supplier shall, at its own expense, obtain and submit all necessary accompanying documents, including consignment notes, supplier declarations, inspection records, and any other required documentation, in due time. Each document must, at a minimum, state the company name and the Customer's order number as referenced in the order. If this information is missing, the Customer shall not be held responsible for any resulting delays in processing.

(3)

The Supplier shall bear all costs and damages resulting from the failure to comply with statutory or contractually agreed shipping, packaging, or labeling requirements, unless it can prove that it is not at fault.

(4)

Only the qualities and characteristics of the goods or services explicitly specified by the Customer shall be accepted. For goods, the decisive point of quality assessment is their condition upon arrival at the Customer's incoming goods inspection. For services, the acceptance protocol shall apply. Deliveries or services that deviate from the agreed quality shall entitle the Customer to a reduction in the purchase price in accordance with statutory provisions. Clause II.7 shall apply in addition.

2.5. Delivery and Transfer of Risk

(1)

The delivery time stated in the order, the specified handover/service completion date, or any delivery deadline agreed separately shall be binding. Only the date of arrival of the goods or completion of the service at the delivery address specified by the Customer shall be deemed the binding delivery date. In case of non-compliance, a delay shall occur automatically, without the need for a reminder.

(2)

Unless otherwise agreed in writing, delivery shall be made DAP (Delivered at Place) to the delivery address stated in the order, on weekdays between 7:30 a.m. and 4:00 p.m. If acceptance is required, it shall take place on-site at the specified delivery address.

(3)

In the case of early deliveries or services before the agreed delivery date, the goods or services shall be stored temporarily at the Supplier's risk. The Customer assumes no obligation until the agreed delivery date.

(4)

For call-off orders, the Supplier undertakes to provide the quantities in accordance with the agreed call-off schedule.

(5)

A delivery note shall be enclosed with the goods. It must include the company name, the order number, and a precise description of the delivery content, including article, type, and quantity.

(6)

The Supplier shall inform the Customer in writing without delay if any circumstances arise that could result in a delay in the agreed delivery or handover date.

(7)

In the event of delay, the Customer shall be entitled to claim liquidated damages amounting to 0.5% of the order value per week or part thereof, up to a maximum of 5% of the total order value. In addition, the Customer reserves the right to extend the payment period by 5 calendar days for each day of delay. Further legal or contractual claims remain unaffected.

(8)

Acceptance of late deliveries or services shall not constitute a waiver of the Customer's right to claim damages or other remedies.

(9)

Delivery quantities that deviate from the order shall only be accepted with the Customer's express written approval.

(10)

For export-packed goods, the Customer will inspect only for external damage. The Supplier remains fully responsible for the content, quantity, quality, and packaging of the delivery. Clause II.7 shall apply accordingly.

(11)

In the case of partial deliveries, the service shall be deemed rendered only upon complete delivery or full performance. Any additional costs incurred due to partial deliveries — such as for transport, packaging, or insurance — shall be borne by the Supplier. The Customer's contractual rights, including warranty claims, remain unaffected.

(12)

Risk shall transfer to the Customer only upon delivery and acceptance at the specified delivery address by authorized Customer personnel. In the case of contracts for work and services (e.g., delivery with installation), the risk remains with the Supplier until full acceptance of the entire system by the end customer. The risk then transfers directly from the Supplier to the end customer.

2.6. Retention of title, tools, software

(1)

The Customer does not accept any retention of title asserted by the Supplier.

(2)

If the Supplier receives tools, test equipment, or similar items (hereinafter referred to as "Tools") from the Customer for the execution of the order, the Supplier shall be obligated to handle such Tools with due care and confidentiality in accordance with the Customer's instructions. The Tools must be returned to the Customer without request upon completion of the order. The Supplier shall have no right of retention in the Tools and may only make them available to third parties for contractual use with the Customer's prior written consent. The Supplier shall insure the Tools at their replacement value against fire, water damage, and theft at its own expense. At the same time, the Supplier hereby assigns to the Customer all claims for compensation under such insurance coverage, which the Customer hereby accepts. In the event of a breach of these obligations, the Customer reserves the right to claim damages.

(3)

If the delivery includes software, the Supplier shall grant the Customer a non-exclusive right of use, unlimited in scope, territory, and time, to reproduce, distribute, publicly reproduce, or make the software (including its documentation) available for the purpose of operating machines and machine parts, tools, and monitoring processes and parameters – including by third parties – in accordance with Sections 15 et seq. and 69c of the German Copyright Act (UrhG). This right of use particularly serves the operation of machines and components manufactured and delivered by the Customer to third parties.

Pursuant to Sections 69c No. 2 and 69d (1) UrhG, the Customer and its contractual partners shall also be entitled to adapt or have the software adapted for the purposes stated above and to reproduce, distribute, publicly reproduce, or make such adaptations available – including for third-party use.

All other rights to the software and associated documentation shall remain with the Supplier or the original software manufacturer.

2.7. Liability for defects, product liability, indemnification, liability insurance coverage

(1)

The Supplier guarantees the careful and proper fulfillment of the order. Acceptance of the delivery by the Customer shall be subject to inspection for quantity, quality, conformity, and compliance with any warranted characteristics.

The Customer shall notify the Supplier of any defects immediately upon discovery; in this respect, the Supplier waives the right to object to late notification of defects.

(2)

The Customer shall be entitled to full statutory rights in the event of defects. The choice of the type of subsequent performance shall rest exclusively with the Customer. The right to claim damages – in particular compensation in lieu of performance – is expressly reserved.

(3)

The Supplier shall remedy defects without delay. If the Supplier fails to fulfill this obligation after receiving a reminder and the setting of a reasonable grace period, the Customer shall be entitled to remedy the defect itself or have it remedied by a third party at the Supplier's expense.

(4)

The limitation period for claims due to material defects shall be 24 months from the transfer of risk. For defects in title, a limitation period of 10 years shall apply. If the Customer notifies the Supplier in writing of a specific defect, the limitation period for that claim shall be suspended until the defect is remedied. The suspension ends pursuant to § 203 BGB. Any subsequent performance shall restart the limitation period. In the case of defects in title, the Supplier shall also indemnify the Customer against third-party claims.

(5)

If the goods are intended for resale or are used in the production of the Customer's own goods, the warranty period shall commence upon the start of the warranty period for the resulting end product – but no later than 12 months after delivery to the Customer.

(6)

If the Customer incurs costs as a result of defective delivery – particularly for transport, travel, labor, material, or incoming goods inspections beyond the standard scope – the Supplier shall bear such costs. This also includes reimbursement for expenses the Customer must cover in relation to its own customers for necessary subsequent performance measures.

(7)

If the Supplier is responsible for product damage affecting the Customer's customers, it shall indemnify the Customer against any third-party claims upon first request, insofar as the cause falls within the Supplier's sphere of control and organization. The burden of proof regarding the cause shall lie with the Supplier. In such cases, the Supplier shall also bear all resulting costs and expenses, including legal fees and the costs of any recall actions.

(8)

The Supplier undertakes to maintain product liability insurance with minimum coverage of €2.5 million per incident for personal injury and property damage (combined single limit). Any additional claims for damages by the Customer shall remain unaffected.

2.8. Property rights

(1)

The Supplier shall be liable for any claims arising from the infringement of granted or registered industrial property rights resulting from the contractual use of the supplies and services. The Supplier shall indemnify the Customer against all such third-party claims.

(2) If the delivered goods include items protected by copyright, the Supplier shall grant the Customer a simple, unrestricted right of use for all types of use.

(2)

The Supplier's obligation to indemnify includes all expenses necessarily incurred by the Customer as a result of, or in connection with, such third-party claims.

(3)

The limitation period for such claims shall be ten years from the date of contract conclusion.

2.9. Accident prevention regulations

(1)

The Customer is subject to the accident prevention regulations of the professional association for precision mechanics and electrical engineering (note: name changed as of January 2008). The Supplier shall inform the Customer of any additional accident prevention regulations that must be observed. The Supplier is responsible for ensuring that its own personnel, as well as any personnel it provides, are instructed and comply with all applicable safety and accident prevention regulations.

(2)

The Supplier and the Customer shall inform each other of the individuals responsible for ensuring compliance with safety regulations within their respective organizations.

2.10. Confidentiality, data protection, withdrawal from the contract, contractual penalty

(1)

The Supplier undertakes to treat all information arising from the supply relationship with the Customer as strictly confidential. This includes, in particular, technical data, documents, plans, samples, drawings, data carriers, reference quantities, prices, products and product developments, current and future research and development projects of the Customer's customers, and company-related data (hereinafter referred to as "Information"). This obligation shall not apply to information that is publicly known, lawfully obtained from third parties, or independently developed by the Supplier.

The Information may be used exclusively for the purpose of fulfilling the contractual obligations. The Supplier shall ensure that any subcontractors are subject to the same confidentiality obligations.

(2)

The Customer stores supplier-related data in accordance with the applicable statutory provisions of the German Federal Data Protection Act, insofar as this is necessary for business purposes.

(3)

The Customer shall be entitled to withdraw from the contract, in accordance with applicable statutory provisions, in particular if:

a.

the Supplier is in default with the performance of its contractual obligations; or

b.

the Supplier's creditworthiness is objectively impaired. This shall apply especially if insolvency proceedings have been applied for, opened, or rejected due to lack of assets, or if the Supplier has made a statutory declaration in lieu of an oath, and the Customer's claim to performance is thereby jeopardized.

(4)

The Customer reserves the unrestricted right to agree on contractual penalties with the Supplier for non-performance or prohibited actions.

2.11. Applicable law, place of jurisdiction

(1)

The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the Customer. However, the Customer shall also be entitled to bring action at the Supplier's place of business.

(2)

The contractual relationship shall be governed by the substantive law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2.12. Severability

Should any provision of these General Terms and Conditions for the Purchase and Commissioning of Services be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the original intent of the contracting parties.