

General Terms of Sales and Delivery (02/24)

e) The purchaser shall immediately inform us about any problems in applying paragraphs a), b) or c), including any relevant activities by third parties that could frustrate the purpose of paragraph c). The buyer is obliged to provide us with information concerning compliance with the obligations under paragraphs a), b) and c) within two weeks following our request.

12. Confidentiality

The purchaser acknowledges that in the course of performance of the contract, he may have access to or acquire information concerning us and our respective affiliates, as the case may be, which is confidential and proprietary. The purchaser also agrees that the terms of the contract will be considered confidential information subject to this section. The purchaser agrees to hold all such information in strict confidence, not to disclose such information to third-parties (unless to employees or advisors with a need to know and subject to obligations of confidentiality no less strict those set forth herein) and not to use such information for any purpose other than in connection with the contract. The foregoing restrictions on confidentiality and non-disclosure shall not apply to information (a) that is, at the time of disclosure, available to the general public; or (b) that, following disclosure, becomes available to the general public through no fault of the purchaser; or (c) that is disclosed to the purchaser without restriction on disclosure by a third-party which has the legal right to disclose the same. The obligations set forth in this section shall survive, for a period of five (5) years, any expiration or termination of the contract.

13. Place of Jurisdiction - Place of Performance

- a) Our place of business shall exclusively be the place of jurisdiction for all disputes connected with the performance and execution of the order. However, we shall be entitled to file a complaint against the purchaser at his place of jurisdiction.
- b) Place of performance is our place of business.
- c) The law of the Federal Republic of Germany shall be applied with the exception of the agreement with the United Nations for contracts referring to the international purchase of goods. (CISG).

14. Data Protection

We are entitled to record data of our customers which have been communicated to us within our business relations according to the Data Privacy Act and use them for us and our affiliates. For purposes of this contract "affiliate" has the meaning defined in article 15 of AktG (Aktengesetz – Stock Corporation Act).

15. Severability Clause

In case individual stipulations or an agreement of this individual contract turn out to null and void or impracticable, the remaining stipulations shall continue to take effect. After finding out that an individual stipulation is inoperative or impracticable, the parties shall be under the obligation to replace the inoperative or impracticable stipulation as soon as possible by one which is, if at all possible, economically of equal value.

16. Waivers

Our failure to insist upon strict performance of any provision of these terms of sale and delivery shall not be deemed a waiver and shall not deprive us of the right to insist upon strict performance of such provisions.

17. Assignment

We may assign our rights and delegate our duties hereunder without the consent of the Purchaser to an affiliate or successor-in-interest pursuant to corporate reorganization, merger, acquisition or sale of assets.