

**General Terms and Conditions for Deliveries and Services of VIA optronics Holding AG and its affiliated companies as per §§ 15 ff. AktG (hereinafter only "VIA" or "we" or "us") (version of July 2026)**

**1. Scope of Application; Defence Clause**

- 1.1. These General Terms and Conditions for Deliveries and Services (hereinafter only the "Conditions") apply to all our deliveries, including such that have been specially manufactured or modified for the Purchaser ("Deliveries" or "Products"), as well as to all services and work performed by us ("Services").
- 1.2. These Conditions shall apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the Purchaser are hereby rejected and shall not become part of the Contract unless we expressly agree to their validity.
- 1.3. These Conditions shall apply in their respective current version also as a framework agreement for future contracts with the Supplier without us having to (again) refer to these Conditions; in such case, we will inform the Supplier of any changes to these Conditions.
- 1.4. These Conditions shall also apply to any additional purchase orders or change requests, even if such application of the Conditions is not separately agreed.
- 1.5. We assume no guarantees of any kind apart from contractual guarantees expressly agreed as such.
- 1.6. English language terms used in these Conditions describe German legal concepts only and shall not be interpreted by reference to any meaning attributed to them in any jurisdiction other than Germany.

**2. Conclusion of Contract**

- 2.1. Our offers and our descriptions of our Products and Services, including statements on the model type, price, delivery time, and availability, in whatever form, are always subject to change and not binding unless expressly stated to be binding.
- 2.2. A purchase order placed by the Purchaser shall be deemed to be a legally binding offer to enter into a contract. Unless otherwise stated, we may accept a purchase order within 10 working days (Monday to Friday, excluding public holidays at the place of our registered office) of receipt.
- 2.3. Our acceptance shall be made either by written declaration (e.g., by our order confirmation or our notification of readiness for dispatch or collection), by delivery of the Products, or by issuing an invoice. The content of this declaration shall be decisive for the content of the contract unless the Purchaser objects to it in writing without delay, at the latest within three (3) working days of receipt of the declaration. If we have not accepted the Purchaser's offer by the end of the acceptance period, it shall be deemed to have been rejected.
- 2.4. Unless otherwise agreed in writing and provided that we have accepted the purchase order, the placing of a purchase order by the Purchaser shall also constitute the Purchaser's authorization to procure the (raw) materials, semi-finished products and components required to fulfil the purchase order.
- 2.5. Frame purchase orders confirmed by us shall be binding on the Purchaser. In particular, the Purchaser shall take delivery of the agreed quantity of the Products in full within the agreed period of time. Unless otherwise agreed, the agreed number of the Products shall be evenly distributed over the term of the frame purchase order.

**3. Services**

- 3.1. We provide our Services within the limits of our technical and operational abilities. Unless otherwise agreed, we will provide our Services during our normal working hours. Services provided outside of normal working hours shall be subject to the applicable surcharges. Public and local public holidays at our respective registered office shall not be deemed to be normal working hours.
- 3.2. We do not accept any responsibility for a specific result in connection with the provision of our Services. We are entitled to engage sub-contractors to provide the Services on our behalf.
- 3.3. If, by way of exception, an acceptance of our Services has been agreed or is required by law, the Purchaser shall be obliged to accept our (partial) Services without delay and to declare (partial) acceptance, provided that the Services do not have any defects which would substantially impair the fitness for use or functionality. The Services shall be deemed to have been accepted as soon as the Purchaser uses the Services in accordance with its intended purpose, or if the Purchaser has not expressly accepted the Services within a reasonable period of time set by us.

- 3.4. In the event of premature termination, the Purchaser shall, in accordance with the applicable law, pay the remuneration due up to the date of termination on the basis of the time spent, including external costs, and shall reimburse the costs to be incurred after the date of termination for equipment, personnel, materials, or third party costs incurred in connection with the development or production, and which cannot be used elsewhere and cannot be avoided.

**4. Reservation of Rights; Modifications; Confidentiality**

- 4.1. Product and Service descriptions in our offer or in relation to an offer contain approximate values unless we expressly confirm exact conformity. We reserve the right to deviate from any product and service descriptions with respect to the construction and design of the Products and Services, provided that such changes do not result in any material or unacceptable changes to the Products and Services for the Purchaser or where a specific quality was agreed with the Purchaser.
  - 4.2. If the Purchaser desires or considers it necessary to modify the Products or Services, the Purchaser shall notify us thereof. We will then give our opinion in writing as to the feasibility of the modification, its effect on the Products or Services, and the estimated cost of the modification, including any price increases, and submit an appropriate offer for the modification. We shall not be obliged to carry out any modification requested by the Purchaser. The modification will only be carried out if the parties reach an agreement on the modification.
  - 4.3. We reserve all property rights, copyrights and industrial property rights to all documents, materials and other items (mainly our offers, catalogues, price lists, calculations, cost estimates, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, moulds, designs, devices, models and other physical and/or electronic documents or information) provided to the Purchaser.
  - 4.4. Unless otherwise stated in these Conditions, the Purchaser shall have the non-exclusive right to use standard software and firmware with the agreed features in an unmodified form on the agreed equipment.
  - 4.5. We alone shall be entitled to exercise the rights to the technical information, ideas, processes, methods, production documents, software, formulas, forms, documents, drawings, photographs, patentable inventions, improvements, data, patents, know-how, or trade secrets, regardless of their form and regardless of whether they have been registered or can be registered as patents or otherwise ("Technologies"), created by us in connection with the performance of the collaboration with the Purchaser ("Results"), unless we have expressly agreed otherwise in writing. This shall not apply to Results developed by the Purchaser without our participation and without the use of Technologies provided by us.
  - 4.6. The Purchaser shall not make the documents, materials and other items listed in Sec. 4.3 and 4.5 or their contents, Technologies and Results available or accessible to third parties or to its own employees without a need to know, nor may the Purchaser use, reproduce or modify them. The Purchaser shall treat these documents, materials and other items and their contents confidentially, use them only for the purposes of the Contract and only to the extent necessary and, upon our request, return them to us in their entirety and destroy or erase any copies (including electronic copies) unless they are required for the purpose of fulfilling statutory retention obligations or for the performance of the contract. The return and destruction or erasure must be confirmed to us at our request and, if such confirmation is not provided, a written record of the items to be retained, including the purpose or purposes for which they are retained, must be provided to us.
- 5. Prices; Payment Terms; Set-Off and Retention**
- 5.1. Our prices for the supply of the Products are understood to be for delivery FCA (EXW INCOTERMS 2020) in Euro, plus the currently applicable statutory VAT and other taxes, customs duties, levies, and charges, unless otherwise agreed.
  - 5.2. Additional costs such as transport, insurance, freight, special costs and reusable packaging as well as travel and other expenses will be invoiced separately. Partial deliveries made at the Purchaser's request may be invoiced separately. We do not accept returns of packaging material which needs to be disposed by the Purchaser.
  - 5.3. Unless otherwise agreed, Services shall be invoiced on the basis of time spent at the applicable hourly rates and material costs, plus travel expenses and travel time. Services shall be invoiced on a weekly basis. If a fixed-price remuneration has been agreed, we shall be entitled to reasonable progress payments for completed parts of the Service or upon completion of a project phase (e.g. start of contract, first partial delivery, readiness for acceptance, acceptance).

- 5.4. Price adjustment: Our prices are composed of a sales margin and the production costs attributable to the Products or Services, which, depending on the Products or Services concerned, may include the costs of energy, labour, raw materials, consumables and supplies, as well as the costs of preparatory goods and services supplied by third parties (including freight and transport services) ("Cost Elements").
- 5.4.1. We shall be entitled to increase the price if our production costs for the Products or Services increase as a result of circumstances occurring after the conclusion of the contract and which are beyond our control. An increase in individual Cost Elements will only result in a price increase to the extent that the increase is not offset by decreases in other Cost Elements.
- 5.4.2. In the event of a price increase of more than 10%, the Purchaser shall be entitled to withdraw from the contract or, in the case of a long-term contract, to terminate the contract within 2 weeks of receipt of the notification of the price increase. Otherwise, the contract shall be continued at the new price.
- 5.4.3. We shall also reduce the price if our production costs for the Products or Services decrease more than 10% as a result of circumstances occurring after the conclusion of the contract and which are beyond our control. A decrease in individual Cost Elements will only result in a price reduction to the extent that the decrease is not offset by increases in other Cost Elements.
- 5.4.4. In the event of a price increase or decrease, we will detail the nature and amount of the change in the production cost (e.g. by confirmation by a chartered accountant) if the Purchaser so requests.
- 5.5. Unless otherwise agreed, invoices shall be due and payable without deductions within 30 days of receipt of the invoice. As a general rule, payments shall be made by the Purchaser by bank transfer to the account specified in our invoice. We cannot accept payments by third parties with whom we have no contractual relationship. If the Purchaser is in default of payment, we may charge interest on arrears at the rate of 9% or a higher statutory rate. We reserve the right to claim further damages for late payment.
- 5.6. The Purchaser shall be entitled to set-off only to the extent that its counterclaim is either undisputed or has been finally adjudicated by a court of law. The Purchaser shall only be entitled to exercise a right of retention to the extent that its counterclaim is either (i) undisputed or (ii) has been finally adjudicated by a court of law and if the counterclaim is based on the same contractual relationship as our claim with respect of which the Purchaser is exercising a right of set-off.
- 5.7. We shall be entitled to make the delivery of our Products and the performance of our Services dependent on advance payments or the provision of security if the Purchaser's registered office is in a foreign country, if the Purchaser is in arrears with its payments, or if the Purchaser's financial situation deteriorates significantly (e.g. deterioration in the Purchaser's creditworthiness). We shall not be obliged to accept securities or advance payments if there is reason to believe that such payments or securities of the Purchaser may be contested in the event of insolvency or similar proceedings.
- 6. Delivery Time; Force Majeure; Self-Delivery Reservation; Partial Deliveries**
- 6.1. The estimated delivery times or dates indicated by us for the delivery of Products or the performance of Services (hereinafter referred to as "Delivery Time") shall always be deemed to be approximate only unless a specific Delivery Time has been expressly agreed.
- 6.2. If we foresee that a Delivery Time cannot be met, we will notify you without undue delay and state the estimated new delivery time.
- 6.3. We will not accept any liquidated damages or contractual penalties from the Purchaser in the event of failure to meet a binding Delivery Time.
- 6.4. We shall not be liable for any failure to deliver or any delay in the delivery of our Products and/or Services if such circumstances are due to force majeure or other events which could not be foreseen at the time of the conclusion of the contract and for which we are not responsible (e. g., breakdowns of any kind, fire, natural disasters, epidemics, pandemics, weather conditions, floods, war, civil commotion, terrorism, transport delays, strikes, lawful lockouts, delays in the granting of necessary official permits, official or governmental measures). Such events shall also include disruptions in the supply chain and shortages of skilled labour, energy, raw materials and other (pre-) materials and (preparatory) services required for the production of the Products or the performance of the Services, as well as any unusually high increases in the procurement prices of (pre-) materials and/or (preparatory) services. If such events occur, the Delivery Time shall automatically be extended by the duration of the event plus a reasonable start-up period.
- 6.5. We shall be entitled to rescind the contract or, in the case of a long-term contract, to terminate the contract, if such events make it considerably more difficult or impossible for us to deliver the Products or perform the Services and if such events are not only of temporary duration. If, as a result of the delay caused by such an event, it is no longer reasonable for the Purchaser to accept the Products and/or Services, the Purchaser may also rescind or terminate the contract, as the case may be, by immediate written notice; such unreasonableness shall only be deemed to exist if the provisional new Delivery Time is later than 30 calendar days after the originally intended Delivery Time or cannot be foreseen.
- 6.6. Our timely and correct delivery of the Products or performance of the Services shall be dependent on the following:
- 6.6.1. the timely and correct supply of any necessary information, materials, documents, products, components, documents, permits, approvals, required for export or import, and the fulfilment of the Purchaser's other obligations to assist or cooperate with us or our sub-suppliers or sub-contractors;
- 6.6.2. timely receipt of due payments, deposits, or other security (e. g., letters of credit, declarations of suretyship);
- 6.6.3. timely provision of the name and address to which the Products are to be delivered and/or at which the Services are to be performed; and
- 6.6.4. the timely and correct delivery or performance by our sub-suppliers and sub-contractors, provided that we have engaged such sub-suppliers and sub-contractors with sufficient lead time to enable us to expect timely delivery or performance.
- 6.7. We shall be entitled to make partial deliveries, provide partial services, and make early deliveries if and to the extent that these are reasonable to the Purchaser.
- 7. Delivery Terms**
- 7.1. If so agreed with the Purchaser, we shall ship the Products to the destination indicated by the Purchaser. This shall be done at the expense of the Purchaser, including packaging. We shall be entitled to determine the method of shipment (including, in particular, the carrier and the route) and packaging at our duly exercised discretion. In such cases, the risk shall pass to the Purchaser upon receipt by the Purchaser of our notification of readiness for dispatch or, if this has not been stipulated in the contract, at the latest upon delivery of the Products to the forwarder, carrier or other transport service.
- 7.2. We will insure the Products against theft, breakage, damage in transit, fire or water damage or other insurable risks only by express agreement with the Purchaser and at the Purchaser's expense.
- 8. Delay in Acceptance; Cancellation**
- 8.1. If the collection or dispatch is postponed at the request of the Purchaser by more than one week after notification of readiness for collection/dispatch, we are entitled to charge the Purchaser storage fees of 1.5% of the price of the stored Products for each commenced month, up to a maximum of 10%, if the Purchaser is not responsible for the delay. The parties are free to prove higher or lower storage costs.
- 8.2. If the Purchaser refuses to accept the Products after the expiry of a reasonable period of grace granted to the Purchaser for this purpose, or if the Purchaser makes a final and serious declaration of its intention not to accept the Products before this period has expired, we shall be entitled to rescind the contract and claim damages. We may claim a fixed compensation of 20% of the agreed price. Each party is free to prove higher or lower damages.
- 9. Retention of Title**
- 9.1. We hereby reserve the right of ownership and title to all delivered Products ("Reserved Goods"). Ownership and title shall not pass to the Purchaser until payment has been made in full. If we have an ongoing business relationship with the Purchaser, we reserve the right of ownership and title to the Products until all our claims against the Purchaser arising from that business relationship have been paid in full. The same shall apply if any or all of our claims have been included in a current account and the balance has been determined and accepted.
- 9.2. The Purchaser shall keep the Reserved Goods for us in safe custody free of charge. The Purchaser shall treat the Reserved Goods with care and insure them adequately and at replacement value against fire damage, water damage, theft and other damages at its own expense.

- 9.3. The Purchaser shall be entitled to use, process, remodel, connect, combine, and sell the Reserved Goods in the ordinary course of its business. In the event of resale, the Purchaser assigns to us all claims with all ancillary rights against the buyer or third parties that accrue to it from the resale, regardless of whether the Reserved Goods are sold in their original or processed form. The Purchaser shall be authorized to collect these claims even after their assignment. Our authority to collect the claims ourselves remains unaffected. We shall not exercise this right for as long as the Purchaser duly fulfills all its payment obligations in accordance with the conditions set out herein. We may demand that the Purchaser discloses to us all assigned claims and their debtors, provides all information required for collection, hands over to us the relevant documents, and informs the debtor of the assignments. If the Reserved Goods are resold together with other products not belonging to us, the Purchaser's claim against the buyer or third-party customer shall be deemed to have been assigned to us in the amount of the delivery price agreed between the Purchaser and us.
- 9.4. The processing of the Reserved Goods is always carried out for us as the manufacturer without any obligations arising on our part. If Reserved Goods are processed or inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the invoice value of the other goods used at the time of processing and combination. The co-ownership rights thus created shall be deemed to be Reserved Goods within the meaning of these Conditions. In order to secure our claims against the Purchaser, the Purchaser also assigns to us such claims against a third party as arising from the combination of the Reserved Goods with real property. We hereby accept this assignment.
- 9.5. As long as our reservation of title and ownership remains in force, the Purchaser is not entitled to dispose of the Reserved Goods in a manner that deviates from the above provisions without our prior consent. If the Reserved Goods are seized by third parties or otherwise exposed to the claims of third parties, the Purchaser shall inform us thereof as quickly as possible, if possible, by telephone, or e-mail, and shall immediately draw the attention of the third party to our reservation of title and ownership. The Purchaser shall be obliged to send us any seizure report and an affidavit on the identity of the seized Reserved Goods. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 German Code of Civil Procedure (*Zivilprozessordnung*, ZPO), the Purchaser shall be liable for any loss so incurred.
- 9.6. At the Purchaser's requests, we shall release the Reserved Goods and the items and claims taking their place to the extent that their estimated value exceeds the amount of the secured claims by more than 50%. We reserve the right to select the items to be released.
- 9.7. In the event of breach of contract by the Purchaser, in particular default in payment, we shall be entitled to rescind the contract and take back the Reserved goods in accordance with the statutory provisions. The costs of repossession shall be borne by the Purchaser. After taking back the Reserved Goods, we shall be entitled to dispose of them; the net proceeds of disposal after reasonable costs of disposal shall be set off against the liabilities of the Purchaser.
- 9.8. In the case of exports to countries in which the above reservation of ownership and title is not legally valid; we reserve the right to secure the retention of ownership and title in accordance with the statutory provisions of the recipient country. The Purchaser is obliged to support us to the necessary extent.
- 10. Rights and Obligations in relation to Material Defects**
- 10.1. Unless an acceptance or initial sample testing has been expressly agreed, the Purchaser shall inspect deliveries immediately after delivery to it or a third party designated by it and shall notify us in writing of any defects immediately after delivery, in the case of hidden defects immediately after their discovery, giving a description of the defect. Otherwise, the defect in question shall be deemed to have been approved. In accordance with its duty of mitigation, if a defect is suspected, the Purchaser shall refrain from any further use of the Products insofar as the defect may affect the products to be manufactured with the Products.
- 10.2. There shall be no claims based on material defects in cases of only insignificant deviations from the agreed quality, of only minor impairment of the usability, of natural wear and tear, or of defects arising after the transfer of risk from faulty or negligent use, excessive strain, unsuitable operating materials, or from external factors not foreseen in the contract, or from non-reproducible software defects.
- 10.3. Furthermore, our warranty obligation shall not apply if the Purchaser uses our Products or Services in a way that is inappropriate, improper, or contrary to the intended use, or if the Purchaser modifies them or causes them to be modified without our consent, and thereby makes the rectification of defects impossible or unreasonably difficult; in any case, the Purchaser shall be obliged to bear the additional costs of rectification of defects resulting from the modification. We also accept no liability for defects which result in an insignificant reduction in the value or suitability of our Products or Services. In particular, a minor defect is a defect that disappears on its own or rectifies itself after a short time or can be corrected by the Purchaser with negligible effort.
- 10.4. Unless otherwise agreed, we accept no warranty for the marketability of the Products. The Purchaser is solely responsible for obtaining any necessary approvals or other official permits for the use, processing, distribution, or marketing of the Products. If the Purchaser requests to affix of test marks, quality marks, or other marks on the Products, it warrants that it is authorized to use these marks. The Purchaser assures that it will use the Products delivered by us only to the extent permitted by law and only in accordance with our instructions.
- 10.5. Information contained in advertisements, catalogues, brochures and the like shall only be binding if confirmed by us in writing. The same applies to statements made by us in technical information meetings with the Purchaser prior to the conclusion of the contract. Such statements are to be understood as non-binding recommendations and not as advice in the sense of contractual ancillary services (*Beratung als Nebenleistungspflicht*).
- 10.6. To the extent that requirements have been agreed with respect to a particular characteristic of the Products or Services, such requirements shall exclude other, in particular more extensive requirements with respect to such characteristic, even if they would satisfy the objective or normal requirements for the Products or Services. Any warranty for normal use and/or quality is excluded.
- 10.7. Defective Products may only be returned with our prior written consent and after an RMA number has been assigned. The Purchaser is obliged to describe the defect of the Product in a comprehensible manner. The return must be made in accordance with VIA's applicable RMA process [[www.via-optronics.com/en/general-terms-conditions-download.html](http://www.via-optronics.com/en/general-terms-conditions-download.html)].
- 10.8. If a Product is defective, we shall be entitled and obliged, at our option, to first provide subsequent performance in the form of rectification of the defect (*Nachbesserung*) or delivery of a non-defective Product (*Nachlieferung*) within a reasonable period of time. In the event of a replacement delivery, the Purchaser shall, upon request, return to us the Product to be replaced in accordance with the statutory provisions. This shall be without prejudice to the Purchaser's right to reduce the purchase price or to rescind the contract in the event of failure to remedy the defect.
- 10.9. After consultation, the Purchaser shall give us the necessary time and opportunity to carry out such repairs and replacement deliveries as we deem necessary at our reasonable discretion. This also includes making the rejected Products available to us for inspection.
- 10.10. In the event of unjustified complaints, we may require the Purchaser to reimburse us for all costs incurred as a result of such complaints (e.g. installation and dismantling costs, testing costs, transport costs, storage costs and travelling expenses).
- 10.11. In the event of defects in third party (pre-) materials supplied to us which we cannot remedy for legal or factual reasons, we shall, at our option, either assert our warranty claims against such third parties for the account of the Purchaser or assign them to the Purchaser. Warranty claims against us in respect of such defects shall only exist if the judicial enforcement of the aforementioned claims against the third party has been unsuccessful or if such enforcement would be futile (e.g. due to insolvency).
- 10.12. Claims for damages and reimbursement of expenses can only be made in accordance with Sec. 14.
- 11. Rights and Obligations in relation to Defects of Title**
- 11.1. Defects of title or the infringement of the know-how or intellectual property rights of a third party ("Third-Party Rights") shall also constitute a "defect" within the meaning of Sec. 10 if such Third-Party Rights exist in the European Union and if and to the extent that we are subject to a corresponding contractual or statutory warranty.
- 11.2. The Purchaser shall inform us immediately in writing if a third party claims an infringement of Third-Party Rights. In the event of an infringement of Third-Party Rights, we shall, at our option, modify or replace the Products so that they no longer infringe any Third-Party Rights without impairing the quality and performance of the Products; or ensure that the right to use the Products is granted to the Purchaser on the basis of a license agreement.

11.3. If a third party asserts a claim against the Purchaser on the grounds that the Products supplied by us infringe Third-Party Rights, we shall be entitled, if none of the alternatives mentioned in Sec. 11.2 is technically or economically feasible, to refund the remuneration paid, less the linear depreciation in value of the product in question over the entire period of use, against return of the product.

11.4. The Purchaser shall reasonably assist us in all damage mitigation measures.

11.5. If the Purchaser continues to use the Product after a claim for infringement of Third-Party Rights has been made against the Purchaser, our liability is limited to the circumstances before the claim was made.

11.6. Claims of the Purchaser are excluded insofar as the infringement of Third-Party Rights was caused by specifications of the Purchaser, by materials supplied by the Purchaser, by an inappropriate use of the Product or by modifications of the Products by the Purchaser or by third parties commissioned by the Purchaser or by using the Products together with products not supplied by us, unless an infringement of Third-Party Rights would also have been caused without such circumstances. In such cases, the Purchaser shall indemnify us and hold us harmless from and against any and all claims of third parties arising from such infringement of Third-Party Rights.

## 12. Rights in Work Results

We shall exclusively own any and all industrial property rights (in particular patents and utility models, as well as inventions and technical improvements), copyrights and know-how that we have created in whole or in part in connection with the fulfilment of the contract (collectively "New IPR"). We have the sole right to use and exploit the New IPR in our sole discretion and without restriction.

## 13. Other Obligations of the Purchaser

13.1. Unless permitted by applicable law or an express written agreement between the parties, the Purchaser shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the essential structures, ideas, know-how or algorithms on which the Products are based (and, in the case of Software, the source or object code); (ii) make any modifications to the Products, translations of the Products or derivative works based on the Products; (iii) use the Products for the benefit of any third party contrary to the contract; or (iv) remove any proprietary notices or proprietary designations.

13.2. The Purchaser shall use the Products only in accordance with these Conditions and applicable laws.

## 14. Limitation of Liability

14.1. Our liability for any kind of breach of duty (pre-contractual, contractual and non-contractual) is limited to 75% of the order value of the order in question.

14.2. We shall only be liable for consequential damages and financial losses such as loss of profit, capital costs, losses from non-delivery, interruption of business, interruption of production or loss of use within the limits of the cover note of our third-party liability and product liability insurance.

14.3. Any further claims for damages and reimbursement of expenses, irrespective of their legal basis, in particular for breach of duties arising from the legal relationship and liability in tort, shall be excluded.

14.4. The foregoing limitations of liability shall not apply in the case of wilful misconduct, if the Product Liability Act is applicable, if we have fraudulently concealed a defect, if we have assumed a guarantee as to quality or in other cases in which mandatory liability is prescribed by law.

14.5. Provided that all other conditions are met, the Purchaser may only claim compensation for contractual penalties or liquidated damages owed by the Purchaser to third parties in connection with the Products and Services supplied by us if this has been expressly agreed with us in writing or if the Purchaser has notified us thereof in writing prior to the conclusion of the contract.

14.6. Insofar as our liability is excluded or limited in accordance with the foregoing provisions, this shall also apply with regard to the personal liability of our directors, officers, legal representatives, employees, workers and vicarious agents (unless a more lenient standard of liability is provided by law).

## 15. Data Protection

15.1. We shall be entitled to store and process all data relating to the business relationship with the Purchaser in compliance with the statutory provisions, in particular the GDPR, and to transmit such data to service providers to the extent necessary.

15.2. To the extent permitted by law, we shall be entitled to use information and data on conditions and quality of the Products and Services received in the course of the performance of the contract for the purpose of improving the Products and Services and for recommendations for further use. This shall not apply to such information and data which relate to the Purchaser's production secrets and know-how.

## 16. Statute of Limitation

16.1. The limitation period (*Verjährungsfrist*) for all – including non-contractual – claims for material defects and defects of title is 12 months, commencing with the delivery of the Products and/or completion of Services or, insofar as an acceptance has been agreed or is required by law, with the acceptance.

16.2. Sec. 16.1 shall not apply to liability for claims for damages in the event of intentional or grossly negligent breach of duty, for damages resulting from injury to life, limb or health or material contractual obligations (i. e. such obligations, the fulfilment of which is essential to the proper performance of the contract and on the observance of which the Purchaser regularly relies on and may rely on), in the event of fraudulent concealment of a defect, in the event of the assumption of a guarantee for the quality of the Products or a procurement risk by us and/or in the event of mandatory statutory liability. In the aforementioned cases, the statutory limitation period shall apply exclusively.

16.3. Likewise unaffected are cases of recourse pursuant to §§ 478, 445b German Civil Code (*Bürgerliches Gesetzbuch*, BGB) and cases in which the law prescribes a longer period pursuant to § 438 (1) no. 2 BGB.

16.4. The limitation period for the Purchaser's rights of recourse pursuant to §§ 437, 445a (2) BGB and § 445a (1) BGB shall occur no earlier than two (2) months after the date on which the Purchaser satisfied the claims of its own customer based on a defect of the Products. However, notwithstanding § 445b (2) BGB, this suspension of the limitation period shall end no later than five (5) years after the date on which we delivered the Products to the Purchaser.

## 17. Notification Obligation in case of Product Safety Measures

17.1. The Purchaser shall notify us immediately in writing if official measures affecting the Products or Services (in particular measures under product safety law, such as an order for a recall or preliminary measures) are taken at or against the Purchaser or if the Purchaser is considering such measures (in particular a notification to a market supervisory authority or a recall). The same shall apply if the Purchaser learns of such measures affecting our Products or Services at or against its customer(s).

17.2. The Purchaser shall notify us without delay if the Purchaser becomes aware of any safety problems in connection with the Products and Services, shall assist us in remedying such problems and shall cooperate with us. This also includes support in the event of a recall or other measures, such as the naming of customers who may be affected, to the extent permitted by law. We may, at our sole discretion, decide whether to take any safety action in relation to our Products and Services and what action to take, unless such action is required by any governmental authority.

## 18. Choice of Law and Place of Jurisdiction

18.1. These Conditions and the contractual relationship between us and the Purchaser shall be governed by the laws of the Federal Republic of Germany. The conflicts of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

18.2. The court having jurisdiction for our registered office shall have exclusive jurisdiction for all disputes arising from or in connection with these Conditions or the contractual relationship between us and the Purchaser. We are also entitled to commence legal action at the Purchaser's registered office. Mandatory statutory provisions, in particular regarding exclusive places of jurisdiction, shall remain unaffected.

## 19. Miscellaneous

19.1. The place of performance (*Erfüllungsort*) for all Products shall be our place of business. The place of performance for Services shall be the agreed place or, if no place has been agreed between the parties, our place of business. The place of performance shall also apply to subsequent performance (*Nacherfüllungsort*).

19.2. We are entitled to transfer rights and obligations arising from the contractual relationship with the Purchaser to other companies within our group or to authorised third parties (in particular service providers) without the consent of the Purchaser. The Purchaser is not entitled to assign rights or claims arising from

the contractual relationship with us to third parties without our prior written consent.

## **20. Final Provisions**

- 20.1. Any oral agreements made or promises given by us prior to the conclusion of the contract shall not be legally binding and shall be fully replaced by the written contract.
- 20.2. Legally relevant declarations and notifications made by the Purchaser after conclusion of the contract (e.g. setting of deadlines, reminders, declarations of withdrawal) must be in writing to be effective.
- 20.3. Individual – also oral – contractual agreements shall always take precedence over these Conditions. With regards to the proof of the content of such individual or oral agreements, any written agreement or, if no such agreement exists, our written confirmation shall be decisive, subject to the proof of the contrary.
- 20.4. Should any provisions of these Conditions be or become void or ineffective in whole or in part, the validity of the remaining provisions shall not be affected thereby. Insofar as provisions have not become part of the contract or are invalid, the content of the contract shall primarily be governed by the statutory provisions. Only in other respects and insofar as no supplementary interpretation of the contract takes precedence or is possible, the parties shall replace the void or ineffective provision with an effective provision that comes as close as possible to it in economic terms.