

General Terms and Conditions of Delivery of PARAVAN GmbH

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A. General Terms and Conditions of Delivery for Consumer Customers

Section 1 General

- 1.1. These General Terms and Conditions of Delivery and Service only apply to customers who are consumers, i.e. to customers who order or procure goods for private purposes rather than for a commercial or independent professional activity. These General Terms and Conditions of Delivery do not apply to contractors.
- 1.2. These General Terms and Conditions of Delivery and Service apply to the delivery of goods.

Section 2 Order and conclusion of contract for the ordering of goods

- 2.1. Contracts for the ordering of goods by the customer are concluded as follows: As a rule, we prepare a written offer – following extensive consultation with the customer – which we then send to that customer. In some cases, we may also make further, amended or supplementary offers which supersede or supplement the original.
- 2.2. The contract is concluded when the customer signs the offer and returns it to us by post or sends it to us electronically as a PDF. In exceptional cases, the contract may also be concluded by means of a declaration of acceptance, which the customer sends to us by e-mail. We then send the customer a written order confirmation that reflects the content of the offer.

Section 3 Delivery, default of acceptance, right of retention

- 3.1. Should the customer refuse to accept the goods or if the dispatch/handover thereof is delayed at the buyer's request, the costs we or a third party incur for storing the goods shall be invoiced to the customer, starting from the point at which the notification that the goods were ready for dispatch/handover was issued.
- 3.2. If we are contractually obliged to perform preliminary works or services, we may decline to undertake the work required of us if, after the contract has been concluded, it becomes apparent that our claim to payment for services rendered is in jeopardy due to a lack of ability to perform on the part of the customer. This is particularly the case if our ability to receive remuneration for services rendered is put at risk by the customer's lack of funds or by other impending impediments to performance.
- 3.3. Should the customer fail to accept the goods purchased by them, without justification, we shall be entitled to avail ourselves of the rights afforded to us by law. We will, in particular, be entitled to claim damages for non-performance. In such instances, the damages claimed correspond to 15% of the purchase price. It will be the customer's prerogative to prove that either a lower amount of damages or no damages at all have been incurred. It will be our prerogative to prove that damages in excess of the flat rate of damages claimed have been incurred.

Section 4 Purchase price to be paid, shipping costs

- 4.1. All of our prices include value added tax (VAT). VAT is shown separately on our invoices, and is listed at the respective statutory rate. The customer bears the cost of all customs duties, tax and levies, as well as the costs associated with customs formalities for exports.
- 4.2. Shipments of goods to the customer are subject to additional shipping costs which are invoiced separately and are based on the type, weight, quantity and delivery location of the ordered goods. Comprehensive details regarding these costs can be found in the respective offer.

Section 5 Means of payment, payment terms, offsetting

- 5.1. Based on the terms of the agreement, payment can be made in cash, by credit card (MasterCard or VISA), by bank transfer on receipt of invoice and goods, or by advance payment made via bank transfer.
- 5.2. If payment in cash is the agreed payment method, payments shall be made in accordance with the terms of the agreement (usually by paying in-store at checkout).
- 5.3. If payment by credit card (MasterCard or VISA) has been agreed, the amount shall be deemed to have been paid when we successfully debit the credit card account.
- 5.4. If payment by bank transfer on receipt of invoice and goods has been agreed, payment shall be made once the invoice and goods have been received, and shall only be deemed to have been made once it arrives in our account.
- 5.5. If advance payment via by bank transfer has been agreed, payment shall be made in advance, and shall only be deemed to have been made once it arrives in our account.
- 5.6. Our claims for payment may only be offset against undisputed or legally established claims.

Section 6 Non-binding handover date, handover to the buyer, delivery of goods

- 6.1. As a rule, once we have finished or received the ordered goods, we hand them over in person, either to the buyer or to third parties commissioned by us, at a specifically arranged appointment. The customer receives components and spare parts by mail.
- 6.2. We provide prospective delivery lead times and periods of performance for works and services; these are always approximate, unless a fixed deadline or date has been expressly promised or agreed. Should the customer fail to fulfil their contractual obligations towards us (for example, the agreement may stipulate that payments are to be made by advanced payments, yet the customer still has not paid the purchase price), or neglects or otherwise delays essential aspects of our cooperation (including, for example, exchanges regarding measurements, provision of necessary items, components or documents, cooperation in the event of changes, or conducting test drives), we may demand that the customer extends or postpones its deadlines by a period of time commensurate to the delays, without prejudice to our rights in the event of delays caused by the customer.
- 6.3. We reject all liability for delays or inability to perform the service required if this is caused by force majeure or other events that could not have been foreseen when the contract was concluded and for which we are not responsible, (e.g. operational disruptions of any kind, difficulties in acquiring materials or energy, transport-based delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, measures implemented by governmental or authoritative bodies or the failure of suppliers to deliver, or to deliver correctly or on time, despite a congruent covering agreement concluded by the seller).
- 6.4. We are entitled to withdraw from the contract if such events make it significantly more difficult or impossible for us to perform and the impediment is not only temporary in nature. Where such hindrances are only temporary in nature, the performance deadlines shall be extended or the performance dates postponed for a period of time commensurate to the impediment plus a reasonable lead time. If the customer cannot reasonably be expected to accept the performance in consequence of the delay, they may withdraw from the contract by submitting a written declaration to us without delay.

Section 7 Retention of title

- 7.1. We retain title to the goods we deliver until all claims arising from the purchase contract have been settled.
- 7.2. The buyer may neither pledge the goods we deliver to them nor assign them as securities. The buyer must notify us without delay if these goods are seized, confiscated or subject to other dispositions by third parties.

Section 8 Warranty, liability for defects

- 8.1. The goods are subject to the existing statutory warranty period for defects.

Section 9 Consumer dispute resolution procedures

- 9.1. We do not participate in dispute resolution procedures brought before the consumer arbitration board within the meaning of the Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz – VSBG*).

Section 10 Severability clause, applicable law, place of jurisdiction

- 10.1. Should one or more provisions of these General Terms and Conditions be or become invalid, either in whole or in part, or if these GTC are found to contain a loophole, this shall not affect the validity of the remaining provisions herein.
- 10.2. The contract, including these General Terms and Conditions, shall be governed by the substantive law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. This does not apply if the mandatory consumer protection provisions in the country in which the user has its habitual residence are more favourable (Art. 6 Regulation (EC) 593/2008).

B. General Terms and Conditions of Delivery for Contractor Customers

Section 1 Scope

- 1.1. These General Terms and Conditions of Delivery for Contractor Customers apply exclusively to customers who are contractors within the meaning of Section 14(1) of the German Civil Code (*Bundesgesetzbuch* – BGB), those being natural or legal persons or partnerships with legal capacity who, when concluding the transaction, are acting in the exercise of their commercial or independent professional activity, and to customers who are legal persons under public law or special funds under public law.
- 1.2. These General Terms and Conditions of Delivery for Contractor Customers apply to all contracts concluded with the customer for the delivery of goods (including vehicles, wheelchairs, components and spare parts, etc.).
- 1.3. These General Terms and Conditions of Delivery for Contractor Customers apply exclusively in our relationship with the customer. They also apply to all future business transactions and to all business-related contact with the customer such as the commencement of contract negotiations or the initiation of a contract, even if these General Terms and Conditions are not explicitly agreed or referred to again. The notion that the customer's general terms and conditions for ordering or purchasing are applicable to these General Terms and Conditions is expressly rejected.
- 1.4. These General Terms and Conditions of Delivery for Contractor Customers supersede all previous agreements and previous versions of our General Terms and Conditions.
- 1.5. If, in individual cases, obligations are also established towards entities or companies who are not intended to become contract partners themselves, the provisions on limitations of liability in these General Terms and Conditions of Delivery for Contractor Customers shall also apply to them, insofar that these General Terms and Conditions were included at the time of the establishment of obligations towards these third parties. This is particularly the case if the third parties have become aware or were already aware of the existence of these General Terms and Conditions of Delivery for Contractor Customers since or at the time of the establishment of the obligations.
- 1.6. Contractor customers will be deemed to have accepted the validity of these General Terms and Conditions when they accept our services and deliveries.

Section 2 Conclusion of contract

- 2.1. Unless otherwise agreed, our offers are non-binding and are subject to change.
- 2.2. We shall only be bound by an order when it has been confirmed by us, in writing, by means of an order confirmation or when we begin executing the order.

Section 3 Scope of delivery and performance, performance periods

- 3.1. Our offer or written order confirmation are decisive in determining the scope of our delivery or service. Subsidiary agreements and amendments must also be approved by us in writing. Our offer or order confirmation is only binding if the information provided by the customer and upon which it is based (data, figures, illustrations, drawings, system requirements, etc.) was correct. If, after conclusion of the contract, it becomes apparent that the order cannot be carried out in accordance with the customer's specifications, we shall be entitled to withdraw from the contract if and to the extent that the customer is not prepared to accept our suggested alternative solution and to bear any additional costs actually incurred.
- 3.2. Our deliveries are deemed to be free of material defects if they meet the agreed requirements in term of their condition and use, as well as any agreements concerning accessories or instructions.
- 3.3. We are entitled to part-deliver where it is reasonable to do so.
- 3.4. We are entitled to employ subcontractors to fulfil our contractual obligations.

- 3.5. As soon as we become aware that the customer's inability to pay is at risk, we shall be entitled to only deliver goods if the customer makes advance payments or provides securities. This shall not affect our right to withdraw from individual contracts that have already been concluded if and insofar as the customer fails to make an advance payment or provide security within a reasonable period of grace.
- 3.6. While delivery dates and deadlines for performing works or services are always based on the best information available, they are generally non-binding. The commencement of the delivery period and compliance with delivery dates are conditional on the customer performing the co-operative activities incumbent upon the customer both promptly and properly, as well as providing all necessary documents and making any advance payments that have been agreed upon.
- 3.7. If it has been agreed that the customer will pay by advance payments, then goods can only be delivered after we have received the purchase price in full.
- 3.8. We shall not be deemed to have defaulted if a delay occurs in the event of force majeure or other exceptional circumstances for which we are not responsible, including, in particular, operational disruptions of any kind, difficulties in acquiring materials or energy, transport-based delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures implemented by the authorities or the failure of suppliers to deliver or to deliver correctly or on time despite an appropriate covering agreement concluded by the seller. In this case, we are also entitled to withdraw from the contract if we have already defaulted. Where such impediments are only temporary in nature, the delivery deadlines shall be extended or the performance dates postponed for a period of time commensurate to the impediment plus a reasonable lead time.
- 3.9. If we have concluded an appropriate covering agreement for our services (i.e. we have already ordered the items to be delivered from our suppliers before concluding the contract with the customer), agreed delivery and performance deadlines are subject to the proviso that our suppliers and subcontractors deliver the correct goods and services we require to perform our own services, and do so in good time. We shall not be deemed to have defaulted if, for reasons outside of our control, no such correct and timely self-delivery/service provision is possible. We are entitled to withdraw from the contract in such events. We shall inform the customer immediately about such impediments to performance, and shall reimburse them without delay for any services that they have already paid for.
- 3.10. If we are contractually obliged to perform preliminary works or services, we may decline to undertake the work required of us if, after the contract has been concluded, it becomes apparent that our claim to payment for services rendered is in jeopardy due to a lack of ability to perform on the part of the customer. This is particularly the case if our ability to receive remuneration for services rendered is put at risk by the customer's lack of funds or by other impending impediments to performance.
- 3.11. The transfer of ownership and handover of the purchased goods shall be owed. The assembly, installation or configuration of the object of purchase shall not be owed unless such is expressly agreed upon.

Section 4 Prices, costs

- 4.1. Our prices are net prices. Deliveries are always "ex works" (EXW Incoterms 2020), unless otherwise agreed in writing. VAT will be added to our invoices at the respective statutory rate. The customer bears the cost of all customs duties, tax and levies, as well as the costs associated with customs formalities for exports.
- 4.2. If a performance period in excess of four months is agreed upon in the time between the order being confirmed and the services being performed, we shall be entitled to pass on to the customer, in full, any cost increases resulting from price increases that have occurred in the intervening time. The same shall apply if, for reasons for which the customer is liable, we are only able to perform a service after a period of four months following order confirmation despite a performance period of less than four months having been agreed upon.

Section 5 Payment terms

- 5.1. Unless stipulated otherwise in the contract, our claim for payment shall become due, with no deductions, once the goods have been delivered or once our services have been performed in full. If we part-deliver our deliveries or services in definable partial sections, we shall be entitled to make a corresponding part of the payment due for each part.
- 5.2. If it is agreed that the customer may pay in instalments, the outstanding balance becomes due for payment immediately if the buyer either fully defaults or substantially defaults on two instalments, or if the buyer remains in arrears for an amount equal to or exceeding one monthly instalment over a period extending over at least two instalment dates.
- 5.3. The customer is not entitled to make deductions if these have not been expressly agreed upon.
- 5.4. If the customer is headquartered outside Germany and the contractual agreement with the customer does not provide for delivery against advance payment, we are entitled, even if no specific agreement has been made to this effect, to make our performance contingent on the provision of a documentary letter of credit issued by a bank or savings bank authorised in the European Union, in accordance with the currently applicable Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of Commerce (ICC) for an amount equal to the gross service price. If we do not request a documentary letter of credit and in the absence of other contractual provisions to the contrary, our claim shall become due once the delivery has been received. If we make our deliveries in definable partial sections, we shall be entitled to make a corresponding part of the payment due for each partial section and to demand, if necessary, that a documentary letter of credit be provided for each part.
- 5.5. If the customer defaults on payment, they shall be obliged to indemnify us for any damage resulting therefrom, in particular by paying interest at a rate of 9 percentage points above the base rate. If the customer is in arrears, either for a payment due in full or a part payment, for more than 14 days, and/or if the customer breaches the obligations placed on them resulting from retention of title, or if our ability to receive remuneration for services rendered is put at risk due to the customer's lack of funds, the remaining sum of all outstanding claims shall become due for payment immediately.
- 5.6. Payment by bill of exchange or acceptance is only permitted if explicitly agreed upon, and even then only pending full discharge of the debt. The customer bears any costs incurred in the event of payment by bill of exchange or acceptance, and such costs shall be invoiced separately to the customer.
- 5.7. Our claims for payment may only be offset against undisputed or legally established claims.
- 5.8. The customer may only assign claims against us with our prior approval, which we will only refuse for good cause.

Section 6 Risk transfer

- 6.1. Unless otherwise agreed, the risk of loss or deterioration of the goods is transferred to the customer when the goods are submitted for shipment, even in the case of part-deliveries. If the dispatch is delayed for reasons for which the customer is responsible, the risk shall be deemed to have been transferred to the customer from the moment that the notification of readiness for dispatch is issued.

Section 7 Retention of title

- 7.1. We retain title to delivered goods until we receive payment in full for all of our present and future claims arising from the contract and ongoing business relationship with the customer ("secured claims").
- 7.2. The goods subject to retention of title may neither be pledged to third parties nor assigned as securities before any secured claims have been settled in full. The customer must inform us immediately in writing if and insofar as third parties gain access to the goods belonging to us.

- 7.3. Should the customer act in a manner that constitutes a breach of contract, in particular through non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of goods does not at the same time include the declaration of withdrawal from the contract; rather, we are entitled to only demand the return of the goods, and to reserve the right of withdrawal separately. We may only assert these rights if the customer still does not pay the purchase price due after we have previously set the customer a reasonable deadline to make such a payment without success, or if setting such a deadline is optional under the statutory provisions.
- 7.4. The customer is authorised to resell and/or process the goods, subject to retention of title, as part of its regular business. In this case, the following provisions shall also apply:
- i. The retention of title extends to the full value of products created through the processing, mixing or combining of our goods, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining of our goods with the goods provided by third parties, those third parties' right to title remains intact, we shall acquire co-ownership in the resulting product, the extent of which is proportionate to the invoice values of the processed, mixed or combined goods. In all other respects, the same provisions shall apply to the resulting product as applied to the delivered goods that were subject to retention of title.
 - ii. The customer hereby assigns to us, by way of security, any claims against third parties arising from the resale of the goods or product; these claims are assigned to us in full or to the extent commensurate to our co-ownership share, if any, in accordance with the preceding paragraph. We accept the assignment. The customer's obligations defined in section 7. 2 above also apply with regard to the assigned claims.
 - iii. The customer remains entitled to collect on these claims after they have been assigned to us. We hereby undertake to refrain from collecting on the claim as long as the customer meets their payment obligations towards us, does not default on payment, no petition to open insolvency proceedings has been filed and the customer's ability to pay has not been compromised in any other way. However, should any of the events outlined above occur, we may require the customer to provide information on all of the assigned claims and the respective debtors, including all information required to collect on these claims, to provide us with the documents relevant to us and to inform the debtors (third parties) of the assignment.
 - iv. Where the realisable value of the securities exceeds our claims by more than 10%, we shall, at the customer's request, release any securities of our choice.
- 7.5. The customer shall maintain any goods that are subject to retention of title with care. At our request, the customer must insure the goods subject to retention of title, at the customer's own expense, to a sufficient degree and at replacement value, against fire, water and theft damage. The customer must arrange for any necessary maintenance and inspection work to be conducted in good time at their own expense.
- 7.6. If the effectiveness of this retention of title depends on its registration, e.g. in public registers in the customer's country, we are entitled and fully authorised by the customer to ensure this registration at the customer's expense. The customer is obliged to provide any assistance necessary on its part in relation to this registration free of charge.

Section 8 Warranty, liability for defects

- 8.1. The warranty period for claims arising from defects affecting our deliveries is one year from the start of the statutory warranty period. After this year has elapsed, we may, in particular, refuse to carry out subsequent performance without the customer having any claims against us for reduction, withdrawal or damages. This shortening of the warranty period does not apply to claims for damages other than those arising due to refused subsequent performance, and does not generally apply to claims relating to fraudulent concealment of a defect or to recourse claims as defined under Section 445(a) BGB; the statutory warranty period shall apply to such claims.
- 8.2. For the purpose of determining whether the item is free of defects at the time of risk transfer, an agreement on quality between the parties, if such exists, shall take precedence over the objective requirements within the meaning of Section 434(3) BGB.
- 8.3. Suitable presumed use of the item within the meaning of Section 434(2)(2) BGB requires that the customer provide comprehensive information regarding the purpose for which the customer intended to use the item as planned before the conclusion of the contract, as well as written proof of our consent in this regard.

- 8.4. The item delivered by us is deemed to meet the objective requirements regarding standard quality in accordance with Section 434(3),1(2) and 2 BGB if the item retains its essential functions and performance under normal use at the time of risk transfer.
- 8.5. Any claims raised by the customer for subsequent performance resulting from defects in the goods delivered by us are permissible in accordance with the following provisions:
- i. If the delivered item is actually defective, we may first choose whether to provide subsequent performance either through remedying the defect (rectification) or by delivering a defect-free item (replacement). The right to refuse the chosen type of supplementary performance under the statutory conditions remains unaffected.
 - ii. We shall be entitled to make any subsequent performance owed contingent on the customer paying the purchase price due. However, the customer shall be entitled to withhold part of the purchase price in reasonable proportion to the defect.
 - iii. The customer shall allow us the requisite time and opportunity to perform the subsequent performance and will, in particular, provide the goods in question so that they may be inspected. Where an actual defect exists, we are entitled to make any subsequent delivery contingent on the customer returning the defective item to us and explaining, step by step, the uses made thereof, in accordance with Sections 346–348 BGB. There is no obligation to take back the replaced item.
 - iv. In the event that a defect is actually detected, we shall bear the costs necessary for inspecting the items, as well as for the subsequent performance of remedial works; these include, in particular, transport, travel, labour and material costs.
 - v. If the customer has installed the defective item inside another item, or has attached it to another item in accordance with its type and intended use after the defect has already become apparent, we shall not be obliged to reimburse the customer for the costs required for removing the defective item and installing or attaching the repaired or delivered defect-free item in its place.
 - vi. If the customer has installed the defective item in another item or attached it to another item in accordance with its type and intended use before the defect became apparent, we shall only be obliged, within the scope of subsequent performance, to reimburse the customer for the costs required for removing the defective item and installing or attaching the repaired or delivered defect-free replacement in its place if the customer has previously given us the opportunity to conduct these actions ourselves within a reasonable period of time.
 - vii. The customer shall bear the costs for rectifying the defective item or for supplementary performance incurred specifically due to that item being relocated to a place other than the customer's business premises after delivery.
 - viii. Where the customer's request to remedy a defect proves to be unjustified, we may demand that the customer reimburse us for any costs incurred.

- 8.6. The following applies if the customer is a merchant within the meaning of the German Commercial Code

(*Handelsgesetzbuch* – HGB):

The customer's claims for defects, in particular the claims for subsequent performance, withdrawal from the contract, reduction of the purchase price and damages, presuppose that the customer has fulfilled its statutory obligations to inspect the goods and report any defects (in accordance with Sections 377 and 381 HGB). Defects discovered during or subsequent to the inspection must be reported to us in writing and without delay. The report shall be deemed to have been made without delay if it is made within ten (10) days of the actual discovery of the defect, whereby the dispatch of the notification ahead of the deadline is sufficient to determine that the deadline has been met. Irrespective of this obligation to inspect and give notice of defects, the customer shall notify us in writing of obvious defects (including incorrect and incomplete deliveries) within fourteen (14) days of delivery, whereby the dispatch of the notification ahead of the deadline is sufficient to determine that the deadline has been met. Our liability for defects is excluded if the customer fails to properly inspect the goods and/or notify us of any defects. This provision does not apply if we have fraudulently concealed the defect.

A merchant is any contractor with an entry in the commercial register or which operates a commercial business and requires a commercially oriented business operation.

- 8.7. The customer may only claim damages:
- i. For damages that
 - constitute an intentional or grossly negligent breach of duty on our part or
 - result from an intentional or grossly negligent breach of obligations by one of our legal representatives, executive employees or vicarious agents which are not fundamental contractual obligations (essential obligations) or primary or secondary obligations in connection with defects in our deliveries or services.
 - ii. For damages resulting from the intentional or negligent breach of fundamental contractual obligations (essential obligations) on our part or on the part of one of our legal representatives, executive employees or vicarious agents. Within the meaning of the above subsections (8.7 i and 8.7 ii), fundamental contractual obligations (essential obligations) are obligations which must be fulfilled in order for the contract to be performed correctly, and which the customer regularly relies on being upheld.
 - iii. We are also liable for damages arising from a negligent or intentional breach of duties in connection with defects in our delivery (duties of subsequent performance or collateral duties) and
 - iv. for damages that fall within the scope of protection of a warranty (promise) expressly provided by us or a guarantee of quality or durability.
- 8.8. In the event of a breach of an essential contractual obligation due to simple negligence, indemnity shall be limited to an amount of compensation typically to be expected and foreseeable for us at the time of the conclusion of the contract, assuming that due care has been exercised.
- 8.9. Claims for damages made by the customer based on the breach of an essential contractual obligation due to simple negligence shall become statute-barred one year after the start of the statutory warranty period. This does not apply to damages claimed based on injury to life, limb or health.
- 8.10. Claims against us for damages arising from mandatory statutory liability, for example, under the German Product Liability Act (*Produkthaftungsgesetz* – PHG), as well as from injury to life, limb or health, are not affected by the preceding provisions outlined in this section and shall exist, to the extent allowed under statutory regulations, within the statutory time limits.
- 8.11. If third parties are commissioned or employed as part of the initiation or implementation of the contractual relationship between the parties, the limitations of warranty and liability mentioned above shall also apply to these third parties.
- 8.12. In the event that claims are made against the customer or its customers downstream in the supply chain, the customer's rights as set out in Sections 445(a), 445(b) and 478 BGB shall otherwise remain unaffected, subject to the following provisions:
- i. The customer shall bear the burden of proving that the costs incurred as part of the subsequent performance were necessary and that the customer could neither deny its buyer the right to the subsequent performance per Section 439(4) BGB nor make the subsequent performance any less expensive.
 - ii. The claim arising from Section 445(a)(1) BGB shall become statute-barred two years following delivery by us to the customer, in accordance with 445(b)(1) BGB. These time limitations also apply if a longer deadline would otherwise apply under Section 438 BGB.
 - iii. As defined in Sections 437 and 445(a)(1) BGB, the warranty period for the customer's claims against us resulting from a defect in a newly manufactured item sold by it shall begin no earlier than two months after the customer settles its own buyer's claims, provided that those claims were not yet time-barred within the context of the customer's relationship with its buyer. This suspension of expiry of the warranty period shall end no later than five years after we delivered the item to the customer.
- 8.13. The provisions stipulated above do not affect claims under Section 327(u) BGB and shall exist, to the extent allowed under statutory regulations, within the statutory time limits.

Section 9 Confidentiality

- 9.1. During the term of the contract, the customer undertakes not to disclose any information to which it gains access in connection with the contract and which is either designated confidential or which recognisably constitutes a business or trade secret due to other circumstances ("confidential information"), and shall not record such information, nor divulge it to third parties nor exploit it in any way, unless it is expressly approved to do so in advance and in writing or where it is necessary to do so for the fulfilment of the contract. This obligation to maintain confidentiality shall remain in effect for a further five years after the order has been fully completed or terminated.
- 9.2. The obligations set out in Section 9.1 shall also apply to business secrets within the meaning of Section 2(1) of the German Trade Secrets Law (*Gesetz zum Schutz von Geschäftsgeheimnissen – GeschGehG*).
- 9.3. The customer commits to prevent third parties from obtaining business secrets within the meaning of Section 2(1) *GeschGehG*, as well as other confidential information, by implementing suitable measures designed to ensure that the information remains confidential. These measures must at least match the level of due diligence customary in the respective industry, as well as the level of protection implemented by the customer in protecting its own trade secrets of the same category.
- 9.4. This provision does not apply to confidential information:
- which was already known to the customer before the start of the contractual negotiations or is communicated by third parties as non-confidential information, provided that this does not in turn breach confidentiality obligations,
 - which the customer has developed independently,
 - which is or becomes public knowledge through no fault or action on the part of the customer or
 - which must be disclosed either for legal reasons or due to official demands or court orders.
- In the latter case, the customer must inform us immediately before disclosing the information. Should the customer invoke one of the above exceptions, it shall be their responsibility to prove that they have the legal right to do so. Further statutory duties of confidentiality shall remain unaffected by this provision.
- 9.5. The customer is not entitled to obtain trade secrets or other confidential information by observing, inspecting, dismantling or testing a product or object within the meaning of Section 3(1) *GeschGehG* ("reverse engineering"), unless the product or object has been made available to the public.

Section 10 Other provisions: place of performance, place of jurisdiction, language of the contract, severability clause, applicable law

- 10.1. Immediately upon conclusion of the contract, the customer shall provide us with the valid VAT identification number issued to them by a Member State of the European Union. Furthermore, the customer shall always inform us of any changes to their VAT identification number. The customer shall be obliged to indemnify us for any damages resulting from the failure on their part to provide the full, correct VAT identification number, in particular when this results in the loss of tax exemption in the case of intra-Community deliveries pursuant to Sections 4(1b) and 6(a) of the German Value Added Tax Act (*Umsatzsteuergesetz – UstG*). This does not apply if the customer is not responsible for the breach of duty.
- 10.2. The place of performance and exclusive place of jurisdiction for all disputes between the parties arising from the contractual relationship shall be Pfrontstetten-Aichelau. This only applies insofar as the customer is a merchant, a legal entity under public law or a special fund under public law, or if the customer's place of general jurisdiction is either outside of the Federal Republic of Germany or the customer transfers its place of jurisdiction abroad. As an exception to this, we are also entitled to bring claims against the customer at their place of general jurisdiction.
- A merchant is any contractor with an entry in the commercial register or which operates a commercial business and requires a commercially oriented business operation. The customer's place of general jurisdiction is deemed to be non-domestic if they are headquartered abroad.
- 10.3. The language of the contract shall be German. If the parties also communicate in another language, the German text shall take precedence, in accordance with the agreement.
- 10.4. Should any provision in these General Terms and Conditions of Delivery for Contractor Customers or any provision within the scope of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.
- 10.5. All contractual agreements and other legal relationships between ourselves and our customers shall be governed by German law, specifically excluding the application of the UN Sales Convention.