

General Terms and Conditions of Sale and Delivery of Dr. Eberl MBE-Komponenten GmbH

April 2025

1. General

1.1 For all legal relationships between Dr. Eberl MBE-Komponenten GmbH, Josef-Beyerle-Str. 18/1, 71263 Weil der Stadt, Germany (hereinafter: "Contractor") and the Customer, the following provisions shall apply exclusively to the Contractor's services.

1. The Customer's general terms and conditions shall only apply if the Contractor has expressly agreed to them in writing. The written form requirement of this clause and the following provisions and the private written form in other business exchanges shall be satisfied by text form in accordance with Section 126b BGB.

1.3 These General Terms and Conditions shall also apply exclusively if the Contractor carries out the delivery without reservation despite conflicting, deviating or supplementary terms and conditions of the Customer and also without express agreement for all future system purchase transactions with the Customer.

1.4 These General Terms and Conditions only apply to companies within the meaning of Section 14 of the German Civil Code (BGB) if the contract is part of the company's operations, as well as to legal entities under public law and special funds under public law within the meaning of Section 310 (1) BGB.

1.5 Individual agreements made in individual cases, including collateral agreements, amendments and supplements, shall take precedence over these GTC. Verbal declarations prior to or upon conclusion of the contract are only binding if they are confirmed in writing.

1.6 The statutory provisions shall continue to apply insofar as they are not amended or expressly excluded in these GTC.

1.7 The contractual languages are German and English. The German version of the GTC shall prevail in the event of questions of interpretation and disputes.

2. Offer, conclusion of contract, changes, export control, spare parts

2.1 Offers made by the Contractor are subject to change and non-binding, unless they are expressly designated as a binding offer.

2.2 Customer orders contain binding offers. The Contractor may accept orders within four weeks of their receipt. Orders shall be accepted by means of a separate order confirmation, delivery of the ordered goods or performance of the service

2.3 The Customer shall inform the Contractor in the order about other laws and regulations which the contractual items are to comply with in deviation from the national and European laws and regulations applicable in the Federal Republic of Germany.

2.3 Unless otherwise agreed, the contents of the order confirmation and the Contractor's drawings and documentation referred to therein, to which the Contractor reserves all property rights and copyrights, shall be decisive for the order. Product descriptions of the Contractor are only to be regarded as quality specifications. These and other public statements and recommendations or brochure descriptions do not constitute a guarantee of quality or durability.

2.4 Insofar as the Contractor provides technical information or acts in an advisory capacity, this shall be free of charge to the exclusion of any liability. Otherwise, the Contractor shall only assume consulting obligations to the extent that an express written and paid consulting agreement has been concluded for this purpose. Advice provided by the Contractor shall not release the Customer from its obligation to check the suitability of the contractual services for the purpose intended by it and to determine the selection and execution of the contractual services in relation to the intended use itself.

2.5 The Contractor shall not be obliged to check the accuracy and legal conformity of the Customer's specifications and/or requirements for the order; the Customer shall assume sole responsibility and warranty for this.

2.6 In view of the continuous technical development and improvement of its services, the Contractor reserves the right to make technical changes which do not impair the usability for the contractually agreed or assumed purpose and the suitability for normal use. In particular, the Contractor reserves the right to make changes with regard to design, material and/or execution, insofar as these are necessary due to subsequently occurring circumstances and the quality and function of the contractual services are not adversely affected as a result.

2.7 Dimensions and weights of the ordered goods may deviate from offers and order confirmations within the customary scope or be subsequently changed by the Customer. Raw material and auxiliary material tolerances that are specified or customary by the Contractor or its upstream suppliers as well as unavoidable deviations due to production technology shall not give rise to any complaints on the part of the Customer, provided that the usability for the contractually agreed or assumed purpose and the suitability for normal use is not impaired.

2.8 Conclusion and fulfillment of the contract are subject to the proviso that there are no obstacles due to German, US and other applicable EU regulations of foreign trade law or embargoes or other sanctions. The Customer is responsible for compliance with export control regulations. In particular, it is obliged to provide all information and documents and to obtain permits, licenses, approvals and releases at its own expense that are required for the export, shipment or import of the products. The Contractor shall provide the Customer with reasonable support in this regard upon request. The Customer undertakes not to export the goods to a country to which export is prohibited. The refusal of an export or import license does not entitle the Customer to withdraw from the contract or - subject to the provision in Clause 9.2 - to claim damages.

2.10 If the Contractor has an obligation to keep spare parts in stock, this shall be limited to a period of five years after the transfer of risk. If spare parts are not manufactured by the Contractor and if these or their source material for their manufacture are no longer available on the market, the obligation to keep spare parts available and supply them shall lapse.

3. Prices, terms of payment, offsetting

3.1 Deliveries shall be made at the fixed prices stated by the Contractor in the order confirmation. The prices are ex works or ex the agreed place of dispatch, excluding packaging, customs, insurance and shipping costs as well as statutory VAT, which shall be paid additionally by the Customer.

3.2 In the case of export deliveries, the Customer is obliged to cooperate in issuing the necessary proof of delivery required to prove VAT exemption and, in particular, to provide the Contractor with the necessary confirmation of execution or confirmation of arrival within 14 calendar days of delivery. If the Customer does not fulfill his obligation to cooperate, he must pay the VAT subsequently.

3.3 In the absence of a special agreement, the Contractor shall be entitled to invoice the Customer for the order value in parts. The amounts resulting from the invoices shall be paid immediately to the Contractor's account without deduction, free of charges and fees.

3.4 The agreed fixed prices do not include any other services such as installation, alignment, assembly and initial commissioning. In addition to separate remuneration, the Customer shall also owe all other associated costs for such other services, e.g. for its own employees, third parties present, travel expenses.

3.5 Unless otherwise agreed, the Contractor shall invoice the contract value in the following sections:

- 40% of the order value immediately upon issue of the order confirmation.

- 50% of the order value upon issuance of the notice of completion or delivery, whichever occurs first, but no later than 9 months after issuance of the order confirmation.

- 10% after acceptance or its - also temporary - refusal by the Customer without stating significant reasons or defects. In the event that acceptance is not agreed or necessary, the final payment shall be made after notification of completion and notification of readiness for dispatch.

3.6 If the Customer defaults on a due payment, the Contractor shall be entitled to charge interest from the due date at a rate of 9 percentage points above the respective base interest rate of the European Central Bank plus a lump sum for default of EUR 40.00, reasonable collection costs and legal fees and to demand immediate payment of all outstanding invoice amounts. We reserve the right to claim higher damages for default.

3.7 Costs and expenses for any additional or reduced work or postponements resulting from changes to the originally agreed scope of delivery and services at the Customer's request shall be invoiced separately at the usual rate.

3.8 Any retention due to existing defects may not exceed twice the costs required to remedy the defect.

3.9 If the Customer does not accept the products ordered by him on the agreed service or delivery date (default of acceptance), payment shall be due on the date of the declaration of readiness for handover or dispatch by the Contractor. The Contractor may demand a lump sum for storage costs from the date of default of acceptance. This shall amount to 0.5% of the contract price per commenced week of default of acceptance without special proof and shall be limited to 5% thereof. The Customer and the Contractor are at liberty to prove that no, lower or higher storage costs were incurred in connection with the non-acceptance. Other claims remain unaffected by this.

3.10 Only claims that are undisputed, recognized in writing or legally established shall entitle the Customer to offset or withhold payment. Furthermore, the Customer shall only be authorized to exercise a right of retention if its counterclaim is based on the same contractual relationship.

3.11 The Contractor shall be entitled to execute or render outstanding deliveries or services only against advance payment or provision of security or, if applicable, to withdraw from the contract after setting a deadline, if circumstances become known to him after conclusion of the relevant delivery contract which are likely to significantly reduce the creditworthiness of the Customer and which jeopardize the payment of outstanding claims.

3.12 The Contractor shall have the right to demand payment securities (e.g. bank guarantees) of its choice from the Customer at any time.

3.13 If the Customer terminates a contract for work and services without good cause, the Contractor shall be entitled to demand the agreed remuneration, taking into account any expenses saved as a result of the termination. It is assumed that the Contractor is then entitled to 25% of the agreed remuneration for the part of the work not yet performed.

4. Delivery, delivery time, delivery delay, default of acceptance, partial delivery

4.1 Deliveries shall be made free carrier including loading ex works of the Contractor (FCA Incoterms® 2020). At the Customer's written request and expense, the products shall be shipped to another destination by corresponding agreement (sales shipment - DDP Incoterms® 2020).

4.2 Unless otherwise agreed, the Contractor may determine the type of shipment, in particular the transport company, shipping method, shipping route, packaging) itself

4.3 The Customer must notify the carrier of any transport damage before accepting the shipped goods or notify the Contractor in writing immediately after acceptance in accordance with the statutory requirements and deadlines.

4.4 At the Customer's request and expense, the Contractor shall insure deliveries against the usual transportation risks.

4.5 Unless otherwise agreed, delivery times shall be determined in accordance with the information provided by the Contractor in the order confirmation. Unless otherwise agreed in writing, the delivery times stated by the Contractor are estimated, non-binding deadlines and dates.

4.6 Delivery periods shall only commence dispatch of the order confirmation by the Contractor, but not before complete clarification of all technical and commercial execution details and advance services to be provided by the Customer,

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in particular the complete provision of the documents, permits and approvals to be procured by the Customer, in particular any export license required for the delivery, as well as any agreed advance payment. Compliance with any agreed delivery deadlines is subject to the Customer fulfilling its other contractual obligations.

4.7 Compliance with the delivery deadline is subject to correct and punctual delivery by our own suppliers. The Contractor shall inform the Client immediately of any delays that become apparent.

4.8 Delivery times shall be deemed to have been met if the delivery item is handed over to a carrier for transportation to the Customer at the Contractor's place of business or warehouse by this time or the expiry of the delivery time, or if the Contractor has notified the Customer that the item is ready for dispatch or ready for collection.

4.9 Delays in delivery and performance due to force majeure, labor disputes, strikes, cyber-attacks, pandemics, epidemics and important operational issues or due to events whose causes are outside the Contractor's sphere of influence or for which the Customer is responsible shall entitle the Contractor to postpone delivery or performance for the duration of the hindrance. This shall also apply if such events occur at the Contractor's suppliers or during an existing delay. If the hindrance lasts longer than 6 months, both the Customer and the Contractor shall be entitled to withdraw from the contract with regard to the part not yet fulfilled. The Customer shall be informed of the beginning and end of such hindrances as soon as possible.

4.10 As long as the Customer is in arrears with payment from the order or earlier deliveries, the Contractor is entitled to refuse all services owed by him.

4.11 If the Customer is in default of acceptance or culpably violates other obligations to cooperate, the Contractor shall be entitled to compensation for the resulting damage, including any additional expenses.

4.12 The Contractor shall only be liable for damages resulting from - even partial - delay for fault to the following liquidated damages, provided that the delivery time was agreed as binding. The liquidated damages shall be payable for each full week of delay in the amount of 0.3 % of the net price of the delayed delivery and may not exceed a total of 5 % thereof. The Customer loses his claim to liquidated damages if he does not notify the Contractor in writing within 6 months of the date on which the delivery should have been made. Further claims for damages are excluded unless the Contractor has given a guarantee for the delivery time or has caused the delay intentionally, grossly negligently or fraudulently.

4.13 If the Customer is in default of acceptance, the Contractor shall be entitled to demand compensation for the resulting damage, including additional expenses, e.g. for storage costs, in the amount of 0.3% of the net price of the contractual items concerned for each completed week of delay, but no more than 5% as liquidated damages. Proof of higher damages and further claims, in particular withdrawal, shall remain unaffected, subject to offsetting the liquidated damages against payment claims.

4.14 The Contractor shall be entitled to make partial deliveries to a reasonable extent if the partial delivery can be used by the Customer within the scope of the contractual purpose, the delivery of the remaining goods ordered is ensured and the Customer does not incur any significant additional expense as a result, unless the Contractor declares that it is prepared to accept them.

5. Transfer of risk

5.1 The risk shall pass to the Customer when the delivery item is handed over to the Customer or the forwarding agent, carrier or other person designated to carry out the shipment to the Customer, even if partial deliveries are made or the Contractor has assumed other services such as shipping costs, transport insurance, delivery or installation and commissioning.

5.2 If the Contractor selects the shipping method, the shipping route and/or the shipping person, the Contractor shall only be liable for intent or gross negligence in the selection in question.

5.3 If the handover or shipment is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer from the date of notification of readiness for shipment.

5.4 Insofar as acceptance is required by law, i.e. not only in the case of an agreed acceptance, this shall be decisive for the transfer of risk. Acceptance must be carried out immediately on the acceptance date, alternatively after notification by the Contractor of readiness for acceptance. The Customer may not refuse acceptance in the event of a minor defect.

5.5 In the case of returns by the Customer, the Customer shall bear the risk of damage and accidental loss until delivery to the Contractor.

6. Acceptance, installation, commissioning

6.1 If the law or agreements between the contracting parties provide for acceptance of the Contractor's services for a contract, the following provisions shall take precedence over the statutory provisions.

6.2 The Customer shall be obliged to accept the services provided by the Contractor - including partial acceptance of delimitable partial services - as soon as it has been notified of completion. Unless otherwise agreed, acceptance of the services must take place at the Contractor's place of business within two weeks of notification of completion. If the Customer does not notify at least one significant defect within this period, acceptance shall be deemed to have been carried out by the Customer without any further declaration by the Customer, even if the contracting parties have previously agreed on formal acceptance.

6.3 The Customer may not refuse acceptance due to insignificant defects or deviations. Insignificant defects or deviations shall be recorded by the Customer in writing in the declaration of acceptance as a defect.

6.4 The Contractor shall rectify any significant defects identified and notified to it as soon as possible and then request the Customer to carry out a new acceptance test within 2 weeks. The new acceptance test shall be limited to establishing that the defects identified and notified have been rectified.

6.5 If the Customer refuses acceptance without justification or without stating significant reasons or defects, the Contractor may set the Customer a period of 14 calendar days in writing to declare acceptance. Acceptance shall be deemed to have taken place if the Customer fails to accept the Contractor's services within this period or fails to notify the Contractor in writing of any significant defects identified by the Customer.

6.6 In any case, the Contractor's services shall be deemed to have been accepted if the Customer puts them into operation or use for a period of more than 10 working days in total or sells them on to a third party. This point in time is also decisive for the start of the warranty periods, insofar as these have not already begun to run. In addition, the Contractor shall be entitled to payment of any outstanding balance of the agreed contract price from this point in time.

6.7 The Customer shall not be entitled to refuse acceptance due to disruptions or circumstances for which it is responsible, such as missing or even partially non-existent laboratory facilities or equipment, employees or operating resources or media for which the Contractor is not responsible. If such disruptions or circumstances prevent acceptance, acceptance shall be deemed to have been refused by the Customer if these are not rectified immediately within two weeks of the Contractor's request and the Contractor is demonstrably notified thereof.

6.8 The Customer shall provide the trained and qualified personnel required for acceptance as well as the provisions, facilities and equipment for which the Customer is responsible on time and at its own expense.

6.9 The Contractor's liability for recognizable defects shall lapse upon acceptance, unless the Customer has reserved the right to assert a specific defect and associated claims and the Contractor has not fraudulently concealed such defects or assumed a guarantee for them.

6.10 Services of the Contractor to be accepted in accordance with Clause 6.1 may only be put into operation or use by the Customer after acceptance.

6.11 Unless otherwise agreed, the Customer is responsible for the installation, system integration and commissioning as well as maintenance and service of the subject matter of the contract in his laboratory or business.

7. Retention of title

7.1 All goods delivered shall remain the property of the Contractor until all claims, including future claims, arising from the business relationship with the Customer have been settled.

7.2 The Customer is obliged to treat the products subject to retention of title with care for the duration of the retention of title. In particular, he is obliged to insure them adequately at his own expense against fire, water damage and theft at replacement value. The Customer hereby assigns to the Contractor all claims for compensation arising from this insurance. The Contractor hereby accepts the assignment.

7.3 If the delivered items are processed by the Customer into a new movable item, the processing shall be carried out for the Contractor as manufacturer, without the Contractor being obligated as a result. The new item shall become the property of the Contractor. In the event of processing together with goods not belonging to the Contractor, the Contractor shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other goods at the time of processing.

7.4 The Customer is obliged to clearly identify goods delivered by the Contractor as goods subject to retention of title.

7.5 The Customer is prohibited from pledging or assigning the goods subject to retention of title as security. The resale of the reserved goods individually or as part of an item requires the written consent of the Contractor. If goods subject to retention of title are nevertheless unlawfully sold by the Customer alone or together with other goods, the Customer hereby assigns to the Contractor the claims arising from the resale in the amount of the value of the goods subject to retention of title with all ancillary rights and ranks before the rest, and the Contractor hereby accepts this. If the resold goods subject to retention of title are co-owned by the Customer, the assignment of the claims shall extend to the amount corresponding to the value of the Customer's share in the co-ownership. The contractual price shall be decisive for the value of the goods.

7.6 The Contractor authorizes the Customer, subject to revocation, to collect the claims assigned in accordance with Clause 7.5. The Contractor shall not make use of its own authorization to collect as long as the Customer meets its payment obligations. At the request of the Contractor, the Customer shall name the debtors of the assigned claims and notify them of the assignment.

7.7 The Customer must inform the Contractor immediately of any enforcement measures taken by third parties against the reserved goods or the assigned claims, handing over the documents necessary for the objection.

7.8 In the event of suspension of payments, application for or opening of insolvency proceedings or out-of-court settlement proceedings, the Customer's rights to resell, use or install the goods subject to retention of title and the authorization to collect the assigned claims shall lapse. In such cases, the Contractor shall be entitled to collect the reserved goods.

7.9 If the security rights to which the Contractor is entitled due to the advance assignment and/or other security rights exceed the cover limit of 120% of the secured claims not only temporarily, the Contractor shall release the security rights at the Customer's request or transfer the goods back to the Customer. The value of the secured claims shall be determined by the contract price.

7.10 In the case of deliveries of goods to other legal systems in which the retention of title provisions under Clauses 7.1 to 7.9 do not have the same security effect as in the Federal Republic of Germany, the Customer hereby grants the Contractor a corresponding security interest.

8. Claims for defects of the Customer

8.1 The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title, unless otherwise specified below.

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8.2 Claims for defects on the part of the Customer presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects. The Customer must inspect items delivered or accepted by the Contractor without delay within one week. If a defect is discovered during the inspection or later, the Contractor must be notified of this immediately in writing. The notification shall be deemed immediate if it is made within one week, whereby the timely dispatch of the notification shall suffice to meet the deadline. The Customer shall notify the Contractor in writing of any obvious defects or defects that are recognizable during a normal inspection within two weeks of delivery or acceptance, whereby the timely dispatch of the notification shall also be sufficient to meet the deadline. If the Customer fails to carry out a timely or proper inspection and/or report defects, liability for defects that are not reported or not reported in a timely or proper manner shall be excluded.

8.3 Items recognized by the Customer as defective may not be used by the Customer. The Contractor's liability shall lapse in the event of unauthorized interventions or modifications carried out by the Customer or third parties called in by the Customer and further defects or increased defects resulting therefrom

8.4 No warranty is given for damage caused by unsuitable or improper use, incorrect assembly or commissioning by the Customer, natural wear and tear, incorrect or negligent handling, unsuitable operating materials.

8.5 Filaments and crucibles are excluded from the warranty.

8.6 In the event of defects, the Contractor shall initially be entitled, at its own discretion and within a reasonable period of time, to provide subsequent performance by remedying the defect or delivering defect-free goods. This shall not affect the Contractor's right to refuse subsequent performance in accordance with the statutory requirements. The Contractor shall be entitled to make the subsequent performance owed dependent on the Customer paying the contract price due, whereby the Customer shall, however, be entitled to retain a reasonable portion of the contract price in relation to the defect. Only in urgent cases of danger to operational safety and to prevent disproportionately large damage, of which the Contractor must be informed immediately, or if the Contractor is in default with the rectification of the defect after the Customer has set a reasonable grace period, shall the Customer have the right to rectify the defect itself or have it rectified by a third party.

8.7 Defective parts shall only be returned to the Contractor upon request for examination of the complaints raised. If the complaint is justified, the Contractor shall bear the direct and necessary costs of rectification or, in the case of replacement delivery, the costs of the replacement part and its shipping costs. Subsequent performance does not include the removal of the defective item or its reinstallation if the Contractor was not originally obliged to install it.

8.8 If the subsequent performance has repeatedly failed or a reasonable deadline to be set by the Customer for the subsequent performance has repeatedly expired without success or is dispensable according to the statutory provisions, the Customer may withdraw from the contract after prior notification within reasonable period. In the event of only a minor breach of contract, e.g. minor defects, the Customer shall not be entitled to withdraw from the contract.

8.9 If the Customer has installed the defective items in another item or property or attached them to another item, the Customer shall bear the necessary expenses and the risk for the removal of the defective items and the installation or attachment of the repaired or delivered defect-free items or the parts required for the repair.

8.10 If the use of the Contractor's goods and services leads to an infringement of industrial property rights or copyrights, the Contractor shall, at its own expense, procure the right for the Customer to continue using the goods and services or modify the delivery item in a manner that is reasonable for the Customer so that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Customer and the Contractor shall be entitled to withdraw from the contract.

8.11 The obligations specified in Section 8.10 shall only apply if the Customer informs the Contractor immediately of any asserted infringements of industrial property rights or copyrights, the Customer supports the Contractor to a reasonable extent in the defense against the asserted claims or enables the Contractor to carry out the modification measures in accordance with Section 8.10, the Contractor reserves the right to take all defensive measures including out-of-court settlements, the defect of title is not based on an instruction of the Customer and the infringement of rights was not caused by the fact that the Customer has modified the delivery item without authorization or used it in a manner not in accordance with the contract.

9. Liability

9.1 Unless otherwise stated in these GTC including the following provisions, the Contractor shall be liable in the event of a breach of contractual or non-contractual obligations as well as in tort in accordance with the relevant statutory provisions.

9.2 The Contractor shall be liable without limitation for damages incurred, regardless of the legal grounds, in the event of intent or gross negligence. In the case of simple negligence, he shall only be liable for damages resulting from injury to life, limb or health or for damages resulting from the breach of a material contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the Customer regularly relies and may rely, whereby liability in the latter case is limited to compensation for foreseeable, typically occurring damage. Otherwise, the Contractor's liability is excluded.

9.3 The limitations of liability resulting from Section 9.2 shall not apply if the Contractor has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. The same applies to claims under the Product Liability Act.

9.4 The Contractor shall not be liable for indirect damage or consequential damage, e.g. downtime costs, loss of production or use, loss of profit, loss of information or data, unless such consequential damage was caused by intent or gross negligence. In particular, any liability for damage not caused to the delivered item itself or caused to the Customer or third parties through the use of a faulty

device is excluded.

9.5 Compliance with building and safety regulations, official requirements and other requirements for the installation, commissioning and use of the Contractor's services shall be the sole responsibility of the Customer. The Customer shall also be solely responsible for the suitability of the application of the Contractor's services for its purposes.

9.6 If the Customer works with environmentally harmful, toxic, radioactive or other hazardous substances, it must be assumed that the statutory provisions and official regulations require separate disposal of the hazardous substances at or by the Customer before reworking or replacement. Before returning the goods, the Customer must clean and decontaminate the delivered goods at its own expense and provide the Contractor with a declaration of decontamination, without which the return may be rejected.

10. Statute of limitations

10.1 Unless otherwise agreed, claims for defects and liability claims against the Contractor arising from deliveries and services and in respect of the Contractor's goods shall become time-barred 12 months after the statutory commencement of the limitation period, but no later than 18 months after delivery. If the goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness, the limitation period shall be five years in accordance with the statutory regulation, calculated from the start of the statutory limitation period.

10.2 The liability of the Contractor arising from intentional and grossly negligent breaches of duty, from the Product Liability Act, if claims for damages are based on injury to life, body or health, for damages arising from the breach of a material contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the Customer regularly relies and may rely, and the limitation period for other legally non-waivable recourse claims shall remain unaffected by the provisions of Section 10.1.

10.3 For repaired or redelivered parts, the limitation period for claims of the Customer arising from liability for defects shall begin to run again, but shall end no later than 6 months after expiry of the original limitation period or delivery of the repaired or redelivered parts, whichever occurs last.

11. Recommendations and opinions

11.1 All recommendations and advice given by the Contractor's employees or agents to the Customer on the application or use of the Goods are given without liability on the part of the Contractor's employees or agents and the Contractor itself, who shall not be responsible for consequential damage to persons or property, provided that such recommendations are given in good faith and not for the performance of the Contract under any obligation to do so.

11.2 A statement by the Contractor regarding a notice of defects by the Customer shall not be deemed to be an acknowledgement or entry into negotiations regarding a claim unless the Contractor expressly declares the same. This applies in particular if the Contractor rejects the Customer's claims.

12. Product liability

12.1 The Contractor shall not modify the products without the Contractor's prior consent; in particular, the Customer shall not modify or remove existing notices and warnings about the dangers of improper use of the products. In the event of a breach of this obligation, the Customer shall indemnify the Contractor internally against product liability claims by third parties insofar as the Customer is responsible for the defect giving rise to liability.

12.2 If the Contractor is prompted to issue a product recall or warning due to a product defect in the products, the Customer shall support the Contractor and take all reasonable measures ordered by the Contractor. For this purpose, the Customer shall provide the Contractor with all documents relating to the production, delivery and complaint of the products. The Customer is obliged to bear the costs of the product recall or warning insofar as it is responsible for the product defect and the damage incurred. Further claims of the Contractor remain unaffected.

12.3 The Customer shall immediately inform the Contractor in writing of any risks it becomes aware of when using the products and of possible product defects or product failures in each individual case.

12.4 If the Contractor is prompted to issue a recall, withdrawal and/or warning due to a product defect or if the Contractor deems this necessary for safety reasons, the Customer shall cooperate to the best of its ability in the measures that the Contractor deems necessary and expedient and shall support the Contractor in this, in particular in determining the necessary end Customer data.

13. Industrial property rights, copyrights, confidentiality

13.1 The intellectual property rights to all specifications, drawings, illustrations, technical descriptions and other technical information supplied, provided or created by the Contractor in connection with this contract shall remain the sole property of the Contractor or its employees. No licenses or rights of use, industrial property rights, rights equivalent to industrial property rights or other intellectual property rights of the Contractor shall be transferred to the Customer with the purchase of the products. This does not apply to rights necessarily associated with the delivery.

13.2 The products may be subject to patent, trademark, copyright, design rights and other rights of third parties. The Contractor shall not be responsible or liable for claims in connection with an infringement of any of these rights. The Contractor shall not be liable if copyrights or industrial property rights are infringed by the execution of the Customer's quality specifications. The Customer shall indemnify the Contractor against all third-party claims arising from such an infringement.

13.3 The Customer shall not be entitled to extract the design elements of the products and to reconstruct the Contractor's products (so-called reverse engineering) as a result of investigations into the structures, states and behavior of

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the products.

13.4 The Customer shall be obliged to treat as strictly confidential all commercial, business and technical information which is not in the public domain and which the Contractor discloses or otherwise makes accessible to it.

13.5 The Customer's obligations under Clause 13 shall also apply after termination of the contractual or business relationship.

14. Use of software

14.1 If software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the software supplied, including its documentation. It is only provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

14.2 The Customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§ 69 a ff. UrhG). The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the express consent of the Contractor. All other rights to the software and the documentation, including copies, shall remain with the Contractor or its software supplier. The granting of sublicenses is not permitted.

15. Data protection

Personal data of the Customer is processed exclusively for the fulfillment of the contract to which the Customer is a party or for the implementation of necessary pre-contractual measures that are carried out at the request of the Customer. The legal basis for processing is Article 6(1)(b) of the General Data Protection Regulation. Notwithstanding any statutory retention periods, this data will be deleted after termination of a contractual relationship.

16. Final provisions

16.1 All declarations that trigger or may trigger changes to the contract must be made in writing. Any change to the written form requirement must also be made in writing.

16.2 The transfer of rights and obligations of the Customer to third parties shall only be effective vis-à-vis the Contractor with the latter's written consent.

16.2 The place of jurisdiction for all disputes arising from the contractual relationship shall be the Contractor's place of business. The Contractor shall also be entitled to bring an action at the Customer's registered office and at any other permissible place of jurisdiction. Furthermore, the Contractor shall have the right to appeal to the arbitration court at the Stuttgart Chamber of Industry and Commerce (IHK) as plaintiff. In this case, the arbitration court shall finally decide the legal dispute in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) to the exclusion of recourse to the ordinary courts of law. The initiation of legal proceedings by the Contractor does not constitute an exercise of the right of choice.

16.3 The contractual relationship, including its interpretation and implementation, shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.4 The place of performance for all services of the Customer and the Contractor shall be the Contractor's place of business, unless the contracting parties agree otherwise.

16.5 Should any provision of these GTC be or become invalid or unenforceable in whole or in part, or should there be a loophole in these GTC, this shall not affect the validity of the remaining provisions. In their place, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed to have been agreed; the same shall apply if a matter requiring regulation is not expressly regulated.

Weil der Stadt, April 2025