

### § 1 Applicability

(1) All supplies, services and offers of the Company (hereinafter referred to as "Contractor") are exclusively provided based on these General Terms and Conditions (hereinafter referred to as "Terms and Conditions"). They are an integral part of all contracts concluded between the Contractor and other parties (hereinafter referred to as "Client(s)") with regard to supplies or services offered by the Contractor. They shall also apply for all future supplies, services or offers to the Client, even if they are not agreed upon separately.

(2) The terms and conditions of the Client or any third party shall not apply, even if the Contractor does not expressly object to their applicability in any individual case. Even if the Contractor makes reference to a letter that contains or refers to the Client's or a third party's terms and conditions, this shall not constitute an agreement to the applicability of those terms and conditions.

### § 2 Offer and Contract Conclusion

(1) Any offers submitted by the Contractor shall be subject to confirmation and non-binding, unless they are expressly identified as being binding or contain a specific term of acceptance. The Contractor may accept purchase orders or commissions within fourteen (14) days after receipt. Cost estimates are provided subject to change. If a contract is based on a cost estimate, the Contractor shall not assume any guarantee for the accuracy of the cost estimate unless otherwise agreed upon. Budget-related, target or estimate prices shall also constitute cost estimates in the above sense.

(2) The legal relationship between the Contractor and the Client is solely governed by the written contract, including these Terms and Conditions. This contract sets out all agreements between the contractual parties on the subject matter of the contract. Any verbal commitments made by the Contractor before the conclusion of this contract shall not be legally binding; verbal agreements between the contractual parties shall be superseded by the written contract unless they expressly imply that they have continuing binding effect.

(3) Any additions to and modifications of the agreements reached, including these Terms and Conditions, must be made in writing in order to be effective. Except for managing directors or authorised signatories [Prokuristen], the Contractor's employees are not entitled to make any verbal agreements deviating from the written contract. To comply with the written form, transmission by means of telecommunication, especially by fax or e-mail, shall only be sufficient if the copy of the signed declaration is transmitted.

(4) Any information provided by the Contractor regarding the supply or service (e.g. weights, dimensions, consumption values, capacity, tolerances and other technical data), as well as any representations of the same (e.g. drawings and illustrations) are only approximately applicable, unless its applicability for the contractually intended purpose requires precise conformity. Such information does not represent guaranteed characteristics, but descriptions or identifications of the supply or service. Customary deviations and deviations that occur due to legal regulations or constitute technical improvements, as well as the replacement of components by equivalent parts are admissible if they do not impair the usability for the contractually intended purpose. Unilateral modifications of the supplies or services to be provided or performed by the Contractor by the Client shall be excluded.

(5) The Contractor reserves the right to retain the ownership and/or copyright to all offers and cost estimates submitted by the Contractor, as well as to all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and resources made available to the Client. The Client must not make these items (per se or their contents)

available to third parties, disclose them publicly, use or reproduce them and/or have them used or reproduced by third parties without the Contractor's express consent. Upon the Contractor's request, the Client must return these items completely to the Contractor and destroy any copies made, if they are no longer required by the Client in the ordinary course of their business, or if negotiations do not lead to the conclusion of a contract. Excepted from this is the storage of data made available electronically for the purpose of usual data backup.

(6) Unless explicitly set out otherwise in writing in the contract, the supplies and/or services shall comply with the relevant technical standards and safety regulations applicable in the country where the Contractor has its place of business, and not with any potentially deviating standards or regulations applicable at the place of use of the supplies and/or services.

(7) Should the Client provide materials and/or equipment, the Contractor shall not be responsible with regard to their suitability and/or functionality; responsibility shall be borne by the Client.

### § 3 Prices and Payment

(1) The prices shall apply to the scope of supplies and services specified in the relevant order confirmation. Extra or special services shall be invoiced separately. Prices are to be understood in EUR ex works plus packaging, plus statutory VAT, as well as plus customs and fees and other public duties in the case of export deliveries. Any other taxes, customs and duties incurred for the supplies and/or services, especially inspection or evaluation fees charged by government authorities or other third parties, are not included in the prices and shall be reimbursed to the Contractor.

(2) If the supplies and/or services are to be provided and/or performed more than four months after the conclusion of the contract, and if no fixed prices have been agreed upon, prices shall be subject to appropriate adjustments due to changes in wage, material and distribution costs for supplies and services that are provided/performed four months after the conclusion of the contract or later.

(3) Invoices shall be settled within fourteen (14) days without deduction unless something different has been agreed upon in writing. The receipt of payment by the Contractor shall be authoritative for the date of payment. Payment by cheque shall be excluded unless specifically agreed upon in individual cases. In the case of a delay in payment by the Client, the Contractor may claim interest in the amount of 9 percentage points per annum above the relevant base rate of the European Central Bank; the assertion of higher interest and other damages shall remain unaffected by this in case of delay.

(4) The offsetting with counter-claims by the Client or the withholding of payments due to such claims is only admissible to the extent such counter-claims are undisputed, legally upheld or ready for decision, or if they result from the same order under which the relevant supplies and/or services have been provided/performed.

(5) The Contractor shall be entitled to deliver or perform outstanding supplies or services against prior payment or against provision of security only, if facts that are likely to materially impair the Client's creditworthiness and may put at risk payment of the Contractor's outstanding receivables by the Client from the relevant contractual relationship (including other single orders covered by the same master contract) become known to the Contractor after the conclusion of the contract. This is especially the case if the Client is in default of due payments.

### § 4 Delivery and Term of Delivery and/or Performance

(1) Deliveries shall be made ex works of the Contractor (hereinafter referred to as "Supply Plant").

(2) Terms and deadlines anticipated by the Contractor for supplies and services shall always be approximate unless a fixed term or deadline has explicitly been confirmed or agreed upon. Even if delivery and/or performance deadlines are determined according to calendar, they shall not be fixed dates. Unless terms and/or deadlines have been agreed upon, the Contractor shall determine them in the Contractor's reasonable discretion. If shipment was agreed, the delivery periods and delivery deadlines refer to the date of the delivery to the freight forwarder, carrier or third party otherwise commissioned with the transport. Compliance with delivery and/or performance deadlines requires the receipt of all documents to be provided by the Client, required approvals and releases - especially of drawings - in due time, as well as timely payment and fulfilment of other obligations by the Client and the clarification of all technical issues. If these prerequisites are not met in due time, deadlines will be extended appropriately; this shall not apply if the delay is in the Contractor's responsibility. The right to claim non-performance of the contract is reserved. In addition, the delivery dates indicated and the commencement of the indicated delivery terms are subject to timely and correct deliveries to the Contractor by third parties, especially sub-suppliers and other service providers.

(3) Without prejudice to the Contractor's default rights resulting from the Client's default or other rights, the Contractor may request the extension of delivery and performance terms or a postponement of delivery and performance deadlines from the Client by the period during which the Client fails to meet its contractual obligations vis-à-vis the Contractor. Claims regarding further extension or postponement, if any, shall remain unaffected.

(4) The Contractor shall not be liable for the impossibility of delivery or performance, or for delays in delivery or performance, if this is due to force majeure or other events that were not foreseeable at the time of the conclusion of the contract (e.g. operational disruptions of any kind, difficulties in material or energy procurement, transport delays, strikes, lawful lockouts, labour shortages, energy or raw material shortages, weather influences that could not reasonably be anticipated at the time of quotation, difficulties in obtaining necessary official authorisations, official measures or the omitted, incorrect or late delivery by suppliers or third parties performing services) and that are beyond the Contractor's responsibility. If such events significantly impede the Contractor's delivery or performance, or render it impossible, and if such impediment is not merely temporary in nature, the Contractor shall be entitled to withdraw from or terminate the contract. The Contractor may invoice the services completed up to that date in accordance with the contractually agreed prices; in addition, the cost already incurred to the Contractor and included in the contract prices of the part of the supplies and/or services not yet delivered/performed shall also be reimbursed to the Contractor. Claims for damages on the part of the Client shall be excluded in such cases. In the event of impediments of a temporary nature, the delivery and performance terms or deadlines shall be extended by the duration of the relevant impediment, plus an appropriate resumption period. If the Client cannot reasonably be expected to accept the supplies and/or services due to the delay, the Client may terminate the contract vis-à-vis the Contractor by immediate written notice; the Contractor may then invoice the services completed in accordance with the contractually agreed prices; in addition, the cost already incurred to the Contractor and included in the contract prices of the part of the supplies and/or services not yet delivered/performed shall also be reimbursed to the Contractor.

(5) The Contractor shall only be entitled to make partial deliveries and/or render partial services, if

- the partial delivery and/or service can be used by the Client in accordance with the contractually

specified purpose,

- the remaining supplies and services are ensured; and

- this will not cause any significant extra effort or cost for the Client (unless the Contractor agrees to bear such cost).

(6) In the case of a delay on the part of the Contractor, the Client's claim for compensation of the damage caused by the delay shall be limited to 5 % of the agreed net contract price in the case of ordinary negligence.

#### **§ 5 Place of Performance, Shipment, Packaging, Transfer of Risk, Acceptance**

(1) The place of performance for the Contractor's supplies and/or services shall be the relevant Supply Plant; as regards the Client's payments, the place of performance shall be the Contractor's registered place of business unless otherwise specified. Should the Contractor be obliged to perform installation work, the place of performance shall be the place where the installation work has to be performed.

(2) The shipping and packaging method shall be in the Contractor's due discretion.

(3) The risk shall be transferred to the Client upon handover of the supplies to the freight forwarder, carrier or other third party commissioned with the transport at the latest (whereby the beginning of the loading process shall be relevant). This shall also apply if partial deliveries are made, or if the Contractor is in charge of other services (e.g. dispatch or installation). If the shipment or delivery is delayed as a result of a circumstance whose cause lies with Client, the risk shall be transferred to the Client from the day on which the delivery item is ready for shipment and the Contractor has notified this to the Client. Any agreement on Incoterms shall take effect only for a deviating regulation for the transport and the bearing of the transport costs. This shall not cause any changes regarding the transfer of risk, the insurance obligation on the part of the Contractor, customs clearance by the Contractor, as well as other consequences indicated in the Incoterms. If a works contract has been concluded, risk transfer to the Client shall take place upon acceptance of the service at the latest. Acceptance shall take place upon completion. Acceptance must be carried out immediately on the date for acceptance, alternatively following notification by the Contractor regarding readiness for acceptance. In the case of mere planning services to be performed by the Contractor, the handover of documentation shall be deemed as the notification of readiness for acceptance. The Client must not refuse acceptance in the case of only minor defects. If acceptance is delayed or fails to materialise due to circumstances not in the Contractor's responsibility, risk shall be transferred to the Client from the date of the notification of readiness for acceptance. If the Client fails to refuse acceptance within twelve (12) days upon the notification of readiness for acceptance by identifying at least one material defect, acceptance shall be deemed to have taken place.

(4) Storage costs incurred after the transfer of risk shall be borne by the Client. In the event of storage by the Contractor, storage costs shall amount to 1 % of the net invoice price of the delivery items to be stored per each completed week, plus VAT. The right to assertion and the provision of evidence regarding additional or lower storage costs is reserved for both parties.

(5) A consignment shall only be insured by the Contractor against theft, breakage, transport damage, fire, water damage and/or other insurable risks upon the Client's explicit request and at the Client's expense.

(6) If acceptance is required, the supplies and/or services shall be deemed accepted, if

- a) the delivery and, provided the Contractor is also in charge of installation, the installation and/or performance of the service is completed;

- b) the Contractor has requested acceptance from the Client by setting an appropriate deadline; and

- c) the Client does not refuse acceptance within the deadline mentioned in lit. b) by identifying at least one material defect.

Implied acceptance, especially by the beginning of the use of the supplies and/or services shall remain unaffected by this. A formal acceptance procedure shall not be required.

(7) Partial acceptance is permissible. In particular, the right to request partial acceptance pursuant to Sec. 650 s of the German Civil Code [BGB] shall remain unaffected. If the Contractor has performed part of the services, and further performance will be significantly delayed or interrupted due to causes not in the Contractor's responsibility, the Contractor may also request separate acceptance for the part of the services already performed.

(8) If the Contractor provides engineering services, the Client shall be obliged vis-à-vis the Contractor to contractually accept the services provided by those contractors performing the engineering services.

(9) Even if any services of the Contractor are performed in the Client's premises, the right to issue instructions to the Contractor's employees shall be retained by the Contractor.

#### **§ 6 Warranty, Material Defects**

(1) The Contractor ensures that its supplies and services are in accordance with the recognised state of the art. Should the recognised state of the art change between the conclusion of the contract and the acceptance, the Client shall pay the resulting additional cost to the Contractor, and the performance deadlines shall be extended appropriately.

(2) The limitation period for claims for defects ("Warranty Period") shall be one year from delivery or - if acceptance is required - from acceptance. This period shall not apply to claims for damages on the part of the Client from injury to life, the body or health, or from wilful or grossly negligent breaches of duty by the Contractor or the Contractor's vicarious agents, or if the Contractor performs services on a building or planning and/or monitoring services for a building and such services are subject to limitation according to statutory regulations, unless the contract parties have agreed something different.

(3) The supplies must be inspected carefully without undue delay after delivery to the Client or to a third party designated by the Client. They shall be considered to be approved by the Client concerning obvious defects or other defects that would have been identifiable if there had been a careful inspection without undue delay, if the Contractor does not receive a written notice of defects within seven (7) working days after delivery. With regard to other defects, the supplies shall be deemed approved by the Client if the notice of defects is not received by the Contractor within seven (7) working days from the date when the defect was identified; however, should the defect have been evident already at an earlier time during normal use, such earlier date shall be authoritative for the commencement of the complaint period. Any supplies objected to must be returned freight paid to the Contractor upon the Contractor's request. In the case of a justified notice of defects, the Contractor will reimburse the cost of the least expensive transport method; this shall not apply if the cost is higher because the delivery item was located at a different place than that of the intended use. This paragraph 3 shall apply accordingly for services performed by the Contractor.

(4) In the case of defects as to the quality of supplies or services, the Contractor shall initially be obliged and entitled to perform rework or replacement at the Contractor's discretion, which must be exercised within an appropriate period. As long as the Contractor meets its obligations regarding the rectification of defects, the Client shall not be entitled to request a reduction in remuneration ("Reduction") or the rescission of the contract ("Withdrawal"), unless

supplementary performance has failed. If construction services are the object of the liability for defects, Withdrawal shall be excluded. The Client shall not be entitled to rectify defects itself and request compensation for expenses incurred.

(5) If a defect is based on the Contractor's fault, the Client may claim damages subject to the provisions of Section 8.

(6) Should the review of a notice of defects show that there is no defect or that the Contractor is not responsible for the defect, the Client shall reimburse the cost of such review and - in the case of repair work that has been performed - the cost of repair in accordance with the time expended and material(s) used by the Contractor.

(7) The Client shall be obliged to grant the Contractor proper and safe access at the dates agreed upon, as well as sufficient space for supplementary performance at the place of installation. If work must be performed in a danger zone, the Client is obliged to inform the Contractor of this in advance.

(8) Liability for defects shall expire if the Client modifies the supplies or has them modified by a third party without the Contractor's consent, and thereby makes it impossible or unacceptable for the Contractor to rectify defects. In any case, the Client must bear the additional costs of the rectification of defects arising through the modification.

(9) Any second-hand objects delivered upon agreement with the Client in individual cases shall be excluded from any warranty whatsoever.

(10) The Contractor's warranty shall not extend to materials or equipment provided by the Client.

#### **§ 7 Property Rights; Defects of Title**

(1) All industrial property rights and copyrights ("Property Rights") to the design drawings, process descriptions and similar documents compiled by the Contractor are retained by the Contractor. The Client shall receive a simple, non-exclusive right of use to the extent this is required for the contractually intended use by the Client. The Client shall especially not be entitled to allow third parties the use while maintaining its own use, or to process and/or modify the documents.

(2) Unless otherwise agreed upon, the Contractor shall be obliged to provide the supplies and/or services in the country of the place of performance only, free of third-party Property Rights.

(3) As far as the Contractor has manufactured the supplies and/or performed the services in accordance with drawings or other documentation handed over by the Client, the Client shall guarantee that no third-party Property Rights shall be violated. Should third parties specifically prohibit the manufacture and delivery of such supplies and/or the performance of such services by making reference to Property Rights, the Contractor - without being obliged to examine the legal situation - shall be entitled to suspend any further activities in this respect and claim damages from the Client in the case of the Client's fault. In addition, the Client shall be obliged to immediately indemnify the Contractor against any third-party claims in this connection.

(4) As far as third parties referring to Property Rights assert claims against the Client and this constitutes a defect in the Contractor's supplies and/or services, the Contractor shall either modify and/or replace the Contractor's supplies and/or services at the Contractor's discretion and expenses within the period pursuant to Section 6 para. 2 in a manner so that no third-party rights are violated, but the supplies and/or services still meet the contractually agreed function(s), or obtain the right to use for the Client by conclusion of a license agreement with the third party. Only if the Contractor fails to achieve this within an appropriate period shall the Client be entitled to further rights, if any, upon the unsuccessful expiry of a deadline set to the Contractor in writing, e.g. claims for damages, but only in compliance with the restrictions of Section 8.

(5) Claims on the part of the Client pursuant to Section 7 para. 4 shall only exist if the Client immediately informs the Contractor in writing about claims asserted by third parties, infringement is not acknowledged by the Client, and all defence measures and settlement negotiations are reserved to the Contractor. The Contractor shall not be liable if the infringement is based on the use of the supplies and/or services in connection with third-party supplies and/or services not authorised by the Contractor, or on the modification of the Contractor's supplies and/or services, if this was not authorised by the Contractor. Furthermore, the Contractor shall not be liable for any infringement of Property Rights resulting from any use not intended for the supplies and/or services. Any cost incurred by the Contractor for measures pursuant to Section 7 para. 4, if any, in such case, shall be reimbursed by the Client.

(6) If the Client suspends use of the supplies to minimize damage or for other reasons, the Client shall be obliged to notify the relevant third party that the suspension of use does not constitute an acknowledgement of property right infringement.

(7) In the case of defects of title not constituting an infringement of Property Rights, the provisions of this Section 7 shall apply mutatis mutandis.

(8) Any claims exceeding or deviating from those referred to in this Section 7 on the part of the Client against the Contractor due to a defect of title shall be excluded.

(9) The Contractor shall be entitled to publish work results and make reference to the Client as a testimonial insofar as this does not result in the disclosure of any trade or business secrets of the Client.

#### § 8 Liability

(1) The Contractor's liability for damages, for any legal reason whatever, in particular due to impossibility, defective or incorrect delivery, breach of contract, violation of duties in contractual negotiations and tort, shall be restricted in accordance with this Section 8, insofar as is at fault in all cases; as regards the Contractor's liability for default, Section 4 para. 6 shall be applicable in the case of ordinary negligence, otherwise this Section 8 shall apply.

(2) The Contractor shall not be liable in the case of ordinary negligence of their corporate bodies, legal representatives, employees or other vicarious agents unless violation of essential contractual obligations is concerned. Essential contractual obligations include the obligation for timely delivery and/or performance and the absence of defects of title as well as defects as to the quality affecting the operability or usability of supplies and/or services more than insignificantly. In addition, duties of consultation, protection and care, which are intended to ensure that the Client may use the supplies and/or services as contractually intended, or whose purpose it is to protect the life and health of the Client's staff or to protect the Client's property against significant damage, are also essential contractual obligations.

(3) Should the Contractor be liable for damages on the merits pursuant to Section 8 para. 2, such liability shall be limited to damage which the Contractor could have anticipated as a potential consequence of a breach of contract upon the conclusion of the contract, or which the Contractor ought to have anticipated if it had applied customary care. Indirect damage and consequential damage resulting from defects in the supplies and/or services shall only be eligible for compensation insofar as such damage may typically be expected as a result of the supplies' or services' intended use.

(4) The above-mentioned exclusions and restrictions of liability shall apply to the same extent for the benefit of the Contractor's corporate bodies, legal representatives, employees and other vicarious agents.

(5) If the Contractor provides technical information or consultancy, and such information or consultancy is not part of the contractually agreed scope of services owed by the Contractor, this shall occur free of charge and with exclusion of any liability. Any services that are provided by the Contractor beyond the contractually agreed scope, free of charge and by courtesy, and are accepted by the Client, shall be excluded from any liability.

(6) The restrictions of this Section 8 shall not apply to the Contractor's liability for wilful conduct, for guaranteed characteristics, if any, for injury to life, the body or health, or under the German Product Liability Act [Produkthaftungsgesetz].

(7) The Client's liability shall be governed by the applicable statutory regulations.

#### § 9 Reservation of Ownership

(1) The purpose of reservation of ownership as agreed below shall be the provision of security for all of the Contractor's current and future claims against the Client under the business relationship existing between the contractual parties for the provision of supplies and/or services regarding industrial plant construction and industrial plant components (including outstanding balances from a current account relationship restricted to this business relationship).

(2) The supplies delivered to the Client by the Contractor shall remain the Contractor's property until the complete payment of all secured claims. The supplies as well as any goods replacing them and covered by the reservation of ownership in accordance with the provisions below are hereinafter referred to as "Goods subject to reservation of ownership".

(3) The Client shall keep the Goods subject to reservation of ownership free of charge for the Contractor, shall assume the legal duty to maintain safety for them, and indemnify the Contractor against all third-party claims, if any, in the case of a culpable violation of the duty to maintain safety by the Client.

(4) The Client shall be entitled to process and resell the Goods subject to reservation of ownership in the ordinary course of business until the occurrence of enforcement (para. 9) or seizure pursuant to para. 10, whichever comes first. Pledging and assignments as security are inadmissible.

(5) If the Goods subject to reservation of ownership are processed by the Client, it shall be understood that the processing shall occur on behalf and for the account of the Contractor, and the Contractor shall directly acquire the ownership or - if the processing is effected from several owners' materials or the value of the processed item is higher than the value of the Goods subject to reservation of ownership - the co-ownership (fractional ownership) of the newly created item in proportion to the value of the Goods subject to reservation of ownership to the value of the newly created item. If the Contractor does not acquire any ownership as described above, the Client shall already now assign its future ownership or co-ownership - in the above-described proportion - of the newly created item as security to the Contractor. If the Goods subject to reservation of ownership are incorporated in or inseparably combined with other goods to form a unit, and one of the other goods is to be regarded as the main component, the Contractor shall transfer the proportional co-ownership of the said unit to the Client in the ratio stated in sentence 1, insofar as the main component is the Contractor's property.

(6) In the case of a resale of the Goods subject to reservation of ownership, the Client shall, by way of security, already now assign the resulting claim against the acquiring party to the Contractor; if the Contractor is the co-owner of the Goods subject to reservation of ownership, the claim shall be assigned in proportion to the co-ownership share. The same shall apply for other claims that replace the Goods subject to reservation of ownership or arise otherwise

concerning the Goods subject to reservation of ownership, such as insurance claims or tort claims in the event of loss or destruction. The Contractor revocably authorises the Client to collect in its own name the claims assigned to the Contractor. The Contractor may revoke this collection authorisation only in the enforcement event.

(7) If third parties take hold of the Goods subject to reservation of ownership, in particular through attachment, the Client shall immediately draw their attention to the Contractor's ownership and inform the Contractor about this, so that the Contractor may enforce its ownership rights. If the relevant third party is not in the position to reimburse the judicial and extra-judicial costs incurred in this connection, the Client shall be liable for this to the Contractor.

(8) The Contractor shall release the Goods subject to reservation of ownership as well as all items or claims replacing these, if their value exceeds the amount of secured claims by more than 10 %. The selection of the items to be released in accordance with this provision is in the Contractor's discretion.

(9) Should the Contractor withdraw from the contract (enforcement event) due to the Client's conduct in breach of the contract - in particular default of payment - the Contractor shall be entitled to request the return of the Goods subject to reservation of ownership.

(10) The Contractor shall be entitled to take possession of the Goods subject to reservation of ownership and dispose of them, if the Client fails to fulfil its contractual obligations, in particular if it is in default of payment. This does not constitute a withdrawal from the contract. The Contractor's further rights shall remain unaffected; neither shall any rights of an insolvency administrator be affected in the case of the Client's insolvency.

#### § 10 Premature Contract Termination

(1) As far as the underlying contract is a work contract [Werkvertrag] or a contract for work and materials [Werklieferungsvertrag] regarding manufacturing mobile, non-fungible goods, the Client shall be entitled to terminate the contract at any time freely or for good cause. Should the Client terminate the contract without the existence of good cause, the Contractor shall be entitled to invoice the services performed in full, as well as 60 % of the remuneration for the part of the scope not yet performed. Should the Client object to this within two months upon receipt of the invoice, the invoice shall be re-issued in accordance with the statutory regulations.

(2) The Contractor shall be entitled to terminate the contract extraordinarily for good cause. As far as the Contractor terminates the contract for good cause not in the Contractor's responsibility, the provisions of Section 10.1 shall be applicable as regards the invoicing for the completed and not yet completed parts of performance. Claims for damages, if any, on the part of the Contractor, shall remain unaffected.

(3) The Client and the Contractor may also mutually agree that the Contractor does not have to or no longer has to provide any (further) contractual services (cancellation agreement). For the avoidance of doubt, such cancellation of the contractual relationship shall only occur if the contractual parties have explicitly agreed upon the remuneration procedure for the part of performance not yet completed.

(4) Other legally permissible termination options, especially a special termination right upon submission of a basis for planning and cost estimate, shall remain unaffected.

#### § 11 Confidentiality Obligation and Non-Solicitation Agreement

(1) The parties shall treat any information exchanged in connection with their business relationship confidential and only use it for the purpose for which it was disclosed. The term information shall also cover findings made in the course of an inspection. The Contractor shall be entitled to disclose such



information to third parties if this is required for the purpose of the contract and the relevant third party is also subject to a confidentiality obligation.

(2) The obligations pursuant to para 1 shall not be applicable to information that was already known to the receiving party before disclosure; was in the public domain before disclosure; becomes publicly known after disclosure without any involvement or fault on the part of the receiving party; is disclosed to the receiving party by an authorised third party not subject to a confidentiality obligation; or that the receiving party develops itself or has developed via a third party independently of the knowledge of the information provided by the disclosing party.

(3) The obligations pursuant to para. 1 shall not apply, either, as far as the receiving party has the duty to disclose the information due to a mandatory law or the decision of a competent court or authority.

(4) The obligations pursuant to para. 1 shall continue to apply even after performance of the contract for a period of seven years; however, as regards trade secrets, they shall continue to apply as long as they are trade secrets pursuant to the law on the protection of trade secrets.

(5) From the date of the conclusion of the contract until three months after performance of the contract, the Client shall be prohibited from soliciting the Contractor's employees and/or inducing them to breach their employment contracts with the Contractor without the explicit, written and prior consent of the Contractor.

## § 12 Final Provisions

(1) If the Client is a merchant, a legal entity of public law, or a special fund under public law, or if the Client does not have any general place of jurisdiction in the country where the Contractor has its registered place of business, the place of jurisdiction for all potential disputes resulting from the business relationship between the Contractor and the Client shall be the registered place of business of the Contractor; the Contractor shall, however, be entitled to seek legal protection from any other court that is competent pursuant to the legislation of the country where the Contractor has its registered place of business, or the legislation of the country where the Client has its registered place of business. As regards claims against the Contractor, however, the Contractor's registered place of business shall be the exclusive place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall not be affected by this regulation.

(2) The relations between the Contractor and the Client shall exclusively be governed by the laws of the country where the Contractor has its registered place of business, with exclusion of the relevant conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not be applicable.

(3) If the contract or these General Terms and Conditions contain any loopholes, the legally valid regulations that the contractual parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had known of the loopholes shall apply.

(4) Should any provision(s) of the contract or these General Terms and Conditions be or become invalid in whole or in part, or contain an impermissible deadline, this shall not affect the validity of the remaining provisions. Unless the invalidity results from an infringement of §§ 305 et seq. BGB (Organisation of Contractual Obligations by General Terms and Conditions), the entirely or partially invalid provision shall be replaced by a provision which would have been agreed upon by the contracting parties in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the invalidity. In the case of impermissible deadlines, the statutory requirements shall apply.