



## General Terms and Conditions of Sale and Delivery

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### § 1 Scope, Form

(1) These General Terms and Conditions of Sale and Delivery (GTCS) shall apply to all business relationships of the above companies (hereinafter "we" / "us") with our customers ("Buyer"). The GTCS shall only apply if the Buyer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

(2) The GTCS apply to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order shall also apply to similar future contracts without our having to refer to them again in each individual case.

(3) Our GTCS shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly consented to their application. This consent requirement shall also apply if we carry out the delivery to the Buyer without reservation in the knowledge of the Buyer's General Terms and Conditions.

(4) We exclude the assignment of claims against us to third parties. § Section 354a of the German Commercial Code (HGB) shall remain unaffected.

(5) Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTCS. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

(6) Legally relevant declarations and notifications by the Buyer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) shall be made in writing. Legal formal requirements and further proof, in particular in case of doubt about the legitimacy of the declarant, remain unaffected.

(7) References to the applicability of statutory provisions shall only have a clarifying significance. The statutory provisions shall therefore apply even without such clarification, unless they are directly amended or expressly excluded in these GTCS.

### § 2 Contract conclusion

(1) Our offers are always and in all parts subject to change and non-binding. This shall also apply if we have provided the Buyer with cata-logues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - unless they are expressly designated as binding. Verbal agreements or promises made by telephone are not binding unless confirmed by us in writing. Conditions of the purchaser are only binding insofar as they have been acknowledged by us in writing; delivery schedules as well as their amendments or supplements are binding insofar as they have been agreed in writing.

(2) We reserve the right of ownership and copyright to cost estimates, drawings and other documents. They may not be made accessible to third parties without our consent. Drawings and other documents belonging to offers shall be returned to us at our request if the order is not placed.



(3) The order of the goods by the Buyer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 2 weeks of its receipt by us. However, we shall not be obliged to accept any orders placed by the Buyer. The Buyer may only request subsequent changes to the delivery item in terms of design and execution if they are reasonable.

(4) Acceptance requires a written contractual declaration (e.g. by order confirmation). However, we reserve the right to accept an order also by delivering the goods to the Buyer.

### **§ 3 Delivery period and delay**

(1) Delivery periods shall only be deemed agreed upon after express written confirmation. An agreed delivery period shall commence on the date of the order confirmation, but not before the Buyer has provided any documents, approvals, releases, installation parts and other information and documents required for the delivery and has fulfilled any down-payment or advance payment obligations. We reserve the right, if the Buyer is in default with the fulfillment of his payment obligations based on previous orders, to process the order only after the fulfillment of existing obligations. In this case, the delivery time shall be extended accordingly without requiring an express declaration by us.

(2) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we shall inform the Buyer of this without delay and at the same time notify the Buyer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the Buyer. A case of non-availability of the performance in this sense shall be deemed to be in particular the non-timely self-delivery by our supplier if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case.

(3) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In the case of deadlines and dates which are not expressly designated as fixed in the order confirmation, the Buyer may set us a reasonable deadline for delivery/performance two weeks after their expiry. We may only be in default after the expiry of this grace period. If we are in default of delivery, the Buyer's claim for damages shall be limited to 0.5% of the net price (delivery value) for each completed calendar week of the default, but not more than a total of 5% of the delivery value of the goods delivered late. This limitation shall not apply in the event of intent or gross negligence. The purchaser reserves the right to prove higher damages.

### **§ 4 Delivery, Transfer of Risk, Acceptance, Default of Acceptance**

(1) Delivery shall be made ex warehouse, which is also the place of performance for the delivery, any subsequent performance and the reciprocal return obligations in the event of withdrawal. At the Buyer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. We are not obligated to make partial deliveries, but we are entitled to do so if this is reasonable for the buyer. Delivery quantities can be up to 10% over or under.

Unless otherwise agreed, we do not make deliveries outside the Federal Republic of Germany. In any case, our terms and conditions for export control (§ 12 of these GCS) shall apply, even if we do not refer to their application separately in individual cases.

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer upon handover at the latest. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods and the risk of delay shall pass to the Buyer as soon as the goods are handed over to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the Buyer is in default of acceptance or if the delivery of the goods is delayed for reasons for which the Buyer is responsible.

(3) If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of EUR 20.00 per calendar day per item of goods, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for shipment. The proof of a higher damage and our legal claims (in particular compensation of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against further monetary claims. The purchaser shall be entitled to prove that we have not suffered any damage at all or that the damage is significantly less than the aforementioned lump sum.



## **§ 5 Prices and terms of payment**

(1) Unless otherwise agreed in individual cases, our prices current at the time of conclusion of the contract plus statutory VAT and packaging shall apply. Agreed deliveries free domicile do not include any unloading obligation.

(2) In the case of sale by delivery to a place other than the place of performance (§ 4 para. 1), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. If we do not invoice the transport costs actually incurred in the individual case, a flat rate for transport costs (excluding transport insurance) shall apply in accordance with our price list for sale by shipment. Any customs duties, fees, taxes, other insurances and public charges shall be borne by the Buyer.

(3) The purchase price is due within 30 days net from the date of invoice. Discount charges and interest shall be charged to the Buyer. We are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. In the case of payments of any kind, the day of performance shall be the day on which we can dispose of the amount.

(4) Upon expiry of the above payment period, the Buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time; however, we reserve the right to claim further damages for default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) shall remain unaffected.

(5) The Buyer shall only be entitled to rights of set-off or retention to the extent that its claim has been finally adjudicated or is undisputed or arises from the same contractual relationship as our claims. In the event of defects in the delivery, the Buyer's counter rights shall remain unaffected, in particular pursuant to § 7 para. 6 sentence 2 of these GTCS.

(6) If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's inability to pay, we shall be entitled in accordance with the statutory provisions to refuse performance, to provide security and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may withdraw immediately; the statutory provisions on the dispensability of setting a deadline as well as all our other rights shall remain unaffected.

(7) If we do not render our performance within the framework of a continuing obligation and if the delivery date is later than four months after the conclusion of the contract, a price increase shall be admissible if it is based on circumstances which are unavoidable for us and which only occurred after the conclusion of the contract. Unavoidable circumstances are, for example, price increases of our suppliers for raw materials and purchased parts as well as changes in standards or wage and salary increases over which we have no influence. Unavoidable price increases are only permissible before the expiry of four months if they are based on circumstances which were not foreseeable for us at the time the contract was concluded. If the increase amounts to more than 5% of the agreed purchase price, the Buyer shall be entitled to terminate the contract. A price increase shall be excluded if we have given an express price guarantee.

(8) We shall be entitled to assign or sell claims arising from our business relations (factoring) without the Buyer's consent or information being required.

## **§ 6 Reservation of proprietary rights**

(1) We reserve title to the goods sold until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

(2) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The buyer is obliged to treat the goods with care; in particular, he is obliged to insure them adequately at replacement value against fire, water and theft damage at his own expense. The Buyer shall notify us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) seize the goods belonging to us.

(3) In the event of any breach of contract by the Buyer, in particular in the event of 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 surrender of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions. The seizure of the goods by us shall always constitute a withdrawal from the contract. After taking back the goods, we shall be entitled to sell them; the proceeds of sale shall be set off against the Buyer's liabilities - less reasonable costs of sale.

(4) Until revoked in accordance with (c) below, the Buyer shall be authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.



(a) The retention of title shall extend to the products resulting from the processing, mixing or combination of our goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The Buyer hereby assigns to us by way of security all claims against third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. We accept the assignment. The obligations of the Buyer stated in paragraph 2 shall also apply in respect of the assigned claims.

(c) The Buyer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the purchaser meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the reservation of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the Buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the Buyer's authorization to further sell and process the goods subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 20%, we shall release securities of our choice at the Buyer's request.

## **§ 7 Warranty claims of the buyer**

(1) The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (§ 445a BGB / § 478 BGB). Claims from delivery recourse are excluded if the defective goods have been further processed by the purchaser or another entrepreneur, e.g. by installation in another product. Agreed guaranties shall only apply if they have been confirmed such in detail in writing.

(2) The basis of our liability for defects is above all the agreement reached on the quality of the goods. The outturn samples which have been released by the purchaser, furthermore all product descriptions and manufacturer specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogs or on our Internet homepage) at the time of the conclusion of the contract shall be authoritative as an agreement on the quality of the goods. In the event that the purchaser provides built-in parts, we shall not assume any responsibility for the dimensional accuracy of these parts.

(3) Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether or not there is a defect (§ 434 Para. 1 S. 2 and 3 BGB). However, we shall not be liable for public statements made by the manufacturer or other third parties (e.g. advertising statements) to which the Buyer has not drawn our attention as being decisive for the purchase.

(4) The Purchaser's claims for defects shall be subject to the condition that it has complied with its statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). In the event of acceptance of the delivery by a carrier without complaint, it shall be assumed that the packaging of the delivery was faultless at the time of handover to the carrier. In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later time, we must be notified thereof in writing without delay. In any case, obvious defects (including wrong and short deliveries) must be reported in writing immediately upon receipt of the goods. If the purchaser fails to properly inspect the goods and/or notify us of defects, our liability for the defect that was not notified or not notified in a timely or proper manner shall be excluded in accordance with the statutory provisions. Warranty claims shall in particular not arise if the defect is due to violation of operating, maintenance and installation instructions, unsuitable or improper use, faulty or negligent handling, natural wear and tear as well as tampering with the delivery item by the purchaser or third parties.

(5) If the delivered item is defective or if an agreed warranty is not honored, we may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

(6) We shall be entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.

(7) The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us in accordance with the statutory provisions. The supplementary performance shall neither include the removal of the defective item nor the re-installation if we were not originally obliged to install the item.



(8) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions if a defect is actually present. Otherwise, we shall be entitled to demand reimbursement from the Buyer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the Buyer.

(9) In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We are to be informed immediately of such a self-remedy, if possible in advance. The right of self-execution shall not apply if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

(10) If the subsequent performance has failed or if a reasonable period to be set by the Buyer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there shall be no right of withdrawal.

(11) Claims of the Purchaser for damages or reimbursement of vain expenses shall also exist in the case of defects only in accordance with § 8 and shall otherwise be excluded.

(12) A defect due to infringement of third party industrial property rights, such as patents or utility models, shall not exist if the infringement of industrial property rights is caused by an application not foreseeable by us or by the fact that the delivery is modified by the Buyer or used together with products not supplied by us. In all other respects § 8 para. 5 shall apply.

## **§ 8 Other liability**

(1) Unless otherwise provided in these GTCS including the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the case of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only

a) for damages resulting from injury to life, body or health,

b) for damages resulting from the violation of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from para. 2 shall also apply to breaches of duty by or in favor of persons whose fault we are responsible for according to statutory provisions. They shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act.

(4) The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination on the part of the Buyer (in particular pursuant to §§ 650, 648 BGB) shall be excluded. In all other respects, the statutory requirements and legal consequences shall apply.

(5) On the occasion of the execution of orders, we do not check any industrial property rights of third parties. Our liability shall be limited to such property rights which were positively known to us at the time of the infringement or which were not known to us due to gross negligence. We shall only be liable for claims arising from a possible infringement of third party industrial property rights if this has been contractually agreed between us and the Buyer in advance. In all other cases, the Buyer shall indemnify us against claims of third parties arising from the infringement of property rights. The buyer is obliged to inform us immediately if he is or becomes aware of any conflicting industrial property rights. Insofar as we are liable for the infringement of third party property rights, subsequent performance shall be effected, at our discretion, by setting up an equivalent workaround solution ("workaround") or by acquiring a license. Our liability shall be excluded to the extent that the infringement of third party property rights occurs due to the combination of the service provided by us with other services or products, changes or modifications to our service by the Buyer or third parties, specifications of the Buyer and services and products of third parties or unforeseeable use or operation of the services provided by us.

(6) Force majeure, labor disputes, riots, official measures and other unforeseeable, unavoidable and serious events shall release both contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. This shall also apply if these events occur at a time when the affected contractual partner is in default. The contractual partners shall be obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.



## **§ 9 Limitation**

(1) Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. However, claims for damages by the Buyer pursuant to § 8 para. 2 sentence 1 and sentence 2(a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

(3) Notwithstanding the foregoing, the statutory limitation period shall apply in the case of § 438 para. 1 no. 1 BGB (rights in rem of third parties), in the case of claims under a right of recourse pursuant to § 478 para. 1 BGB or § 445 BGB as well as in the case of fraudulent intent and for claims for damages based on intent or gross negligence, culpable injury to life, body or health or liability under the Product Liability Act.

(4) As a matter of principle, we shall provide subsequent performance as a gesture of goodwill and without acknowledging any legal obligation. An acknowledgement with the consequence of a restart of the limitation period shall only exist if we have expressly declared this to the Buyer.

## **§ 10 Tool procurement and use, installation parts**

(1) The molds, tools and design documents required for the execution of an order and manufactured by us or on our behalf shall remain our exclusive property unless expressly agreed otherwise in individual cases. The Buyer shall not be entitled to any claims in this respect even if he has contributed to the costs for the production of moulds, tools and design documents.

(2) Subject to a provision in the individual case, we shall be entitled to destroy the corresponding molds, tools and design documents one year after execution of the last order by the Buyer. The costs of destruction shall be borne by the Buyer.

(3) If we manufacture the tool for the Buyer, the following shall apply: The tool costs and tool cost shares stated in our offers are guide prices. Costs incurred during manufacture or after completion of the tool at the request of the purchaser shall be recalculated in accordance with our quotation or, in the absence thereof, in accordance with the customary local rate.

(4) For molds and tools manufactured in our own workshop or in the workshop of a third party, one third of the buyer's share of the mold costs shall be due for payment upon placement of the order, one third upon presentation of the samples and another third upon release of the samples, in each case net. Stamping tool costs as well as costs for trial tools and pre-forming tools are not amortized.

(5) Molds and tools as well as installation parts provided by the Buyer must be delivered carriage paid. We shall not be obliged to unload them. In this case, the buyer assures that the molds, tools and built-in parts are his exclusive property and that no rights of third parties exist with regard to them.

(6) The purchaser shall be obliged to notify us immediately of any threatened encroachment by third parties on his property given to us for possession, such as seizure, confiscation or the like.

(7) In addition, the Buyer shall be obliged to take out sufficient business accident and business interruption insurance as well as liability insurance for personal injury, property damage and financial loss with a minimum coverage of EUR 1,000,000.00 for the molds, tools and built-in parts provided by him and to maintain such insurance on a permanent basis during the contractual relationship. Upon our request, he shall provide evidence of the existence of such insurance at any time.

(8) Costs of maintenance, repair and replacement of molds and tools shall be borne by the Buyer irrespective of the ownership regulation.

(9) If the purchaser provides built-in parts, these must be delivered free to the factory in good condition in good time, which allows unrestricted production, plus a free allowance of 10% for any rejects.

## **§ 11 Returns and acceptance of returns as a gesture of goodwill**

If we accept pre-approved returns as a gesture of goodwill, we will charge 20% of the net order value plus transportation costs, unless we have specified a different charge for this at the time we accept the return request.

## **§ 12 Export Controls**

(1) We would like to point out that for the transfer/export of goods (goods, software, technology) as well as for the provision of services (e.g. assembly, maintenance, servicing, repairs, instruction/training, etc.) with cross-border reference for the fulfillment of the contractual obligation, European and German foreign trade law applies and the individual deliveries as well as technical services may be subject to export control restrictions and prohibitions. This applies in particular to so-called armaments and dual-use goods. The basis for this is, among other things, Regulation (EC) No. 428/2009 (EC Dual-Use Regulation), Regulation (EU) 2021/821 (EU Dual-Use Regulation) and their respective annexes, the Foreign Trade and Payments Act (AWG), the Foreign Trade and Payments Ordinance (AWV) and their annexes (Part I Section A and B of the German Export List), as amended. In addition, there are European and national embargo regulations against certain countries and persons, companies and organizations that may prohibit the delivery, provision, transfer, export or sale of goods as well as the performance of services or place them subject to approval.

(2) The Purchaser acknowledges that the aforementioned legal provisions are subject to constant changes and adaptations and shall be applicable to the contractual relationship existing between the Parties in their respective valid version. He undertakes to comply with the European and German export control regulations and embargo regulations, in particular if he is affected by a re-export requirement of a license issued to us by the export control authority. Furthermore, the Buyer undertakes not to sell, export, re-export, deliver, pass on or otherwise make available the delivered goods directly or indirectly, directly or indirectly to persons, companies, institutions, organizations or countries, if this violates European or German export control regulations or embargo regulations. Upon request, the Buyer shall provide us with adequate and complete information on the end-use of the goods or services to be delivered, in particular to issue so-called end-use documents (EUCs) and to send them to us in the original in order to be able to verify the end-use and the intended purpose of the goods or services to be delivered and to prove this to the competent export control authority.

(3) If the export or transfer licenses or other foreign trade permits or approvals required, if any, are not granted by the competent authorities or are not granted in due time or if other obstacles to the performance of the contract or the delivery arise due to the customs, foreign trade and embargo regulations to be observed by us as exporter or transferor or by our suppliers, we shall be entitled to withdraw from the contract or from the individual delivery or service obligation. This shall also apply if, between the conclusion of the contract and the delivery or the performance of the service as well as during the assertion of warranty rights, corresponding obstacles under export control and embargo law arise - e.g. due to a change in the legal situation - and make the performance of the delivery or service temporarily or permanently impossible because the required export or shipment licenses or other requirements are not fulfilled. (4) Compliance with delivery deadlines shall be deemed to have been fulfilled if the contract or the delivery or service is not fulfilled because the required export or transfer licenses or other foreign trade permits or approvals are not granted or are revoked by the competent authorities or because other legal obstacles to the fulfillment of the contract or the delivery or service arise due to customs, foreign trade and embargo regulations that must be observed.

(4) Compliance with delivery deadlines may require the release or issuance of export or shipment licenses or other foreign trade permits by the competent authorities. If we are prevented from timely delivery due to the duration of the proper execution of an application, approval or examination procedure under customs or foreign trade law, the delivery period shall be reasonably extended by the duration of the delay caused by this official procedure.

(5) The Buyer shall be fully liable to us for any damages and expenses incurred by us due to the Buyer's culpable non-compliance with European and/or German export regulations or embargo regulations.

## **§ 13 Data protection and confidentiality**

(1) The parties are obligated to observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") in the performance of the contract and to impose compliance with these provisions on their employees.

(2) The Parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the performance of the Agreement and shall protect such data by security measures (Art. 32 DSGVO) adapted to the current state of the art. The parties are obliged to delete the personal data as soon as their processing is no longer necessary. Any statutory retention obligations shall remain unaffected.

(3) Should the Buyer process personal data on our behalf within the scope of the execution of the contract, the parties shall conclude an agreement on commissioned processing in accordance with Art. 28 DSGVO.

(4) Furthermore, both parties undertake to treat as business secrets all commercial and technical details which are not in the public domain and which become known to them as a result of the business relationship. Drawings, models, samples and similar



items may not be handed over or made accessible to unauthorized third parties. The duplication of such items shall only be permitted within the scope of operational requirements and copyright provisions.

#### **§ 14 Choice of Law and Jurisdiction**

(1) Insofar as these Terms and Conditions of Sale refer to a written form requirement, the text form (letter, fax, e-mail, etc.) shall also be sufficient to comply with this written form requirement.

(2) The laws of the Federal Republic of Germany shall apply to these Terms and Conditions of Sale and the contractual relationship between us and the Buyer, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(3) Place of performance for both parties is Bad-Soden Salmünster.

(4) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall also be Bad-Soden Salmünster. The same shall apply if the Buyer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or a prior individual agreement or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.