

## GENERAL TERMS AND CONDITIONS OF PURCHASE

of

**ROB GmbH**  
Am Wolfsbaum 1  
75245 Neulingen/Germany

**ROB SYSTEMS SRL**  
Strada Salzburg 28,  
55018 SIBIU/ Romania

as of January 2021

### 1. Scope of Applicability

1.1. These present General Terms and Conditions of Purchase shall apply exclusively. Supplier's terms to the contrary or deviating from our General Terms and Conditions of Purchase shall not be valid unless expressly confirmed by us in writing. These present General Terms and Conditions of Purchase shall also apply if we are aware of Supplier's terms contrary to or deviating from either these present General Terms and Conditions of Purchase or statutory regulations to our detriment, even if we, however, accept any delivery from Supplier.

1.2. Any and all arrangements between us and Supplier with the purpose of concluding a contract or effecting a delivery within such contract, shall be made in writing.

1.3. Our General Terms and Conditions of Purchase shall also apply for future business with the Supplier.

1.4. Our order conditions apply to deliveries within the meaning of § 433 BGB (purchase) and § 650 BGB (delivery of movable items to be manufactured or produced) as well as advertising services within the meaning of § 631 BGB.

1.5. Order conditions and quality assurance agreement apply in the case of contradiction in the following order: • Quality assurance agreement for suppliers • order conditions; The same applies if individual agreements are ineffective

### 2. Conclusion of Contract, Subject Matter of Contract, subsequent changes to the content of the contract

2.1. Before receipt of Supplier's order acknowledgement within 2 weeks, we are entitled to rescind from any orders without incurring any costs or liability.

2.2. Cost estimates are binding and not to be paid for, unless something else has been expressly agreed.

2.3. Besides our General Terms and Conditions of Purchase, any of our order specifications, especially product specifications, which are referred to in the context of our order or which are enclosed with our order, especially our technical documentation, drawings, construction requirements, material requirements etc. shall be part of the Contract between us and Supplier.

2.4. The contractual partner is not entitled to change the deliveries or work services (hereinafter also: "contractual objects") after the conclusion of the contract or to manufacture them using a different production method or a different type of production than the agreed one. This also applies to the slightest changes and also if the agreed product specifications remain unchanged. Such deviations are only permitted with our written consent. In case of any violation hereof, we are entitled to rescind from the Contract. This is without prejudice to any other of our statutory rights.

2.5. The contractual partner must check the agreed product specifications as well as the production documents and means of production provided by us for completeness and correctness (e.g. feasibility in terms of production and assembly) with regard to the use for its own contractual obligations. Any complaints must be made to us immediately in writing with a detailed justification of the test result. For the completeness and correctness of the contractual documents and data created by the contractual partner in relation to the quality of the contractual objects, such as B. Drawings, calculations and descriptions, as well as samples and models manufactured or procured by the contractual partner remain free of defects, even if these have been approved by us.

2.6.i In addition to our order conditions, part of the contract are the order details accepted by the contractual partner, i. H. all product specifications to which we refer in the context of our order accepted by the contractual partner or which are contained in the documents attached to this order, in particular our specifications and functional specifications as well as technical documentation such as drawings, building regulations, material regulations, etc.volume\_up content\_copy share

2.7. A transfer (in whole or in part) of the contract to third parties or the production (in whole or in part) of the subject matter of the contract via subcontractors is only permitted with our written consent. In the event of non-compliance, we can - without prejudice to our other statutory rights - withdraw from the contract and demand compensation.

2.8. A liability for damages according to § 122 BGB presupposes our fault.

2.9. All declarations that have to be made in writing in accordance with these order conditions can also be sent in text form (written documents, diskette, CD-ROM, e-mails that can be saved and printed out, computer faxes).

2.10. The contractual partner will take into account a change request with regard to the contractual objects made after the conclusion of the contract, insofar as this is possible and reasonable for him within the scope of his operational efficiency. Insofar as the examination of the change options or the actual implementation of the changes have an impact on the contractual performance structure (remuneration, deadlines, etc.), the contractual provisions must be amended in writing without delay

2.11. If a quality assurance agreement has been concluded, this is part of our contracts for deliveries or work services.

### 3. Rights to the contractual documents and production equipment provided by us, processing, insurance, maintenance, confidentiality, contractual penalty, inspection and notification obligations of the contractual partner

3.1. Any contractual documents or manufacturing material which we provide to Supplier or which Supplier produces or procures at our cost, like e.g.

- models, stencils, samples or prototypes;
- parts and material;
- tools
- software

shall remain or become our property, as far as third parties' property rights are not existent. Any intellectual property rights therein including any and all rights to use our copyright remain reserved for us, as far as third parties' rights do not exist.

Any processing or transformation of the material or parts provided by us (privileged goods) shall be made by Supplier for and on behalf of our company. If privileged goods are processed with other goods owned by any other person, the product shall be deemed to be owned in common with the other person, whereby our share

in the common property depends on the ratio of the total amount of the value of the privileged goods (buyer's price plus VAT) to the value of the processed/transformed goods at the time of processing or transformation.

If the privileged goods are inseparably mixed or combined with other goods which are the property of any other person, the product thereof shall be deemed to be owned in common by us with that other person, whereby our share in the common property depends on the ratio of the total amount of the value of the privileged goods (buyer's price plus VAT) to the value of the other goods which have been mixed or combined at the time of mixing or combining.

If the mixing or combining of the goods has been done in such a way that the product of the Supplier is to be considered to be the main product, it is agreed that the Supplier assigns to us ownership of such product on a pro rata basis.

Privileged goods are to be properly stored and marked as our property before any processing or transformation. Supplier shall keep our property and common property with an other person in cost-free adequate storage.

3.2. Any and all copyrights or intellectual property rights in any documents or manufacturing material as referred to in No. 3.1. above are reserved for us as far as third parties' rights do not exist.

3.3. The processing or transformation of our provided materials or parts (reserved matters) by the contractual partner is carried out for us. If our reserved items are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our reserved items (purchase price plus VAT) to the other processed items at the time of processing or reshuffle. If our provided parts or materials are inseparably mixed or combined with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our reserved items (purchase price plus VAT) to the other mixed or combined items at the time of mixing or combining. If the mixing or combination takes place in such a way that the contract partner's item is to be regarded as the main item, it is agreed that the contract partner transfers proportional co-ownership to us. Materials and parts provided by us are to be stored properly, appropriately and separately as our property before processing, and to this extent clearly marked.

3.4. Supplier shall maintain privileged goods, especially tools, properly and keep them in good repair. He shall perform any and all mending measures at his own expense. He shall give us notice of any malfunctioning immediately. If he fails to do so, he shall be liable for any and all damage resulting therefrom.

3.5. We are still entitled to our previous rights, in particular any copyrights, exploitation rights under copyright law or industrial property rights, to the production documents, data and production means to which we are entitled in accordance with section 3.1 above, insofar as they are not granted to the contractual partner to achieve the purpose of the contract were. The contractual partner guarantees that we are entitled to the rights of use and exploitation necessary to achieve the contractual purpose of the contractual items belonging to us in accordance with Section 3.3.

3.6. The contractual partner is obliged to insure the manufacturing equipment belonging to us (provided materials, parts and tools) at their replacement value at their own expense against fire, water, storm, theft and vandalism damage. At the same time, the contract partner hereby assigns to us all claims for compensation from this insurance, we hereby accept the assignment.

3.7. The contractual partner is obliged to carry out any necessary maintenance and inspection work as well as all maintenance and repair work on our tools in good time at its own expense. He must notify us immediately of any malfunctions; if he culpably fails to do so, he is liable for all damage we incur as a result.3.8. If the value of the securities of all privileged goods exceed the total of buyer's price of the privileged goods, which are not yet paid by Supplier, by more than 20 %, we undertake, upon written request of Supplier, to release such securities. We shall have the right to select the securities to be released.

3.8. Production documents, data and means of production to which we are entitled in accordance with Section 3.1 may not be used, reproduced, passed on, sold, pledged or made available to third parties - except for agreed or contractual purposes; In particular, no products may be manufactured for third parties. volume\_up content\_copyshare

3.9. Our production documents, data and production resources within the meaning of Section 3.1 must be kept secret. They may only be disclosed to third parties with our express consent. The regulations in accordance with Section 15 (confidentiality obligation, prohibition of exploitation) apply accordingly.

3.10. If it is certain that a contract will not be concluded or the contract has been completed, the production documents, data and production equipment belonging to us are either immediately available at our request • to return to us in perfect condition without retention of copies, individual items, or • Destroy or change them in such a way that they can no longer be used for the manufacture of the contractual objects. The destruction and change must be proven to us on request. The same applies to any still existing at the end of the contract, according to our production documents and data or with the help of our production means or semi-finished and finished products specially made for us; In particular, they may not be delivered to third parties if they are defective parts that we have rejected. Our contractual partner cannot assert a right of retention against the rights to which we are entitled under Section 3.10.

3.11. The contractual partner is obliged to check the provided production equipment for obvious defects, such as B. Identity, quantity and transport damage and to notify us of any defects immediately. Defects in the production equipment provided during processing must be reported to us immediately upon discovery of the defect. Processing may not take place or further processing must be discontinued until we issue further instructions. If processing or further processing takes place in breach of the contract, the contractual partner will not be entitled to additional expenses or claims for damages.

3.12. For each case of culpable breach of the obligations listed under the aforementioned items 3.8, 3.9 and 3.10, the contractual partner shall pay us a contractual penalty in the amount of 5% of the gross order value of the contract affected by the breach of duty. We reserve the right to assert higher damages in individual cases.

### 4. Prices, Terms of Payment, Invoices, documents, proof of origin

4.1. The agreed price is a fixed price. Reservations for price increases require our express written consent. Unless otherwise agreed, the prices or remuneration apply • for deliveries "free destination" including packaging, customs and unloading at the expense and risk of the contractual partner (DDP, Incoterms 2010, subject to the provision that unloading also takes place at the expense and risk of the contractual partner), • for deliveries with additional contractual obligations such as installation, assembly, etc. including their fulfillment (in particular including all necessary ancillary costs, such as travel costs, provision of the tool, releases), • in the case of work services for the work that is ready for acceptance and manufactured in accordance with the contract.

4.2. Invoices can only be handled if – according to the instructions contained in our order – the order number is indicated. For any consequences resulting from the failure to observe this duty to insert the order number, Supplier shall be liable unless he proves that he is not responsible for such failure. VAT shall be mentioned separately in the invoices. For any product manufactured elsewhere than in the Federal Republic of Germany, Supplier shall submit a certificate of origin or an adequate declaration together with the invoice at the latest. Furthermore, we can only process invoices in a timely manner if they meet the requirements of section 4.2 above; We are not responsible for delays in processing resulting from non-compliance with this obligation, in particular delays in payment. The invoices must meet all sales tax requirements. For goods not manufactured in the Federal Republic of Germany - depending on the type of dispatch and delivery - certificates of origin or a corresponding declaration by the contractual partner, movement certificates, express vouchers and customs dispatch notes must be submitted with the invoice at the latest. If necessary, the contractual partner must provide evidence of his information on the origin of the goods by means of an information sheet confirmed by his customs office. The origin of newly added contractual items or a change of origin must be reported to us immediately and without being asked. We do not accept COD charges or any other costs of such kind.

4.3. Unless otherwise agreed in writing, we pay the invoices within 14 days with a 3% discount or within 30 days in the case of deliveries net after receipt of the invoice and delivery, in the case of work after receipt of the invoice and acceptance of the work. If early deliveries are accepted, the due date is based on the agreed delivery date. If we receive invoices during our company holiday and it is therefore not possible to adhere to

the discount periods, we are entitled to a discount deduction if payment is made immediately after our company holiday has expired. Discount is deducted from the invoice amount including sales tax. Payments are made, at our option, by sending crossed checks or by transfer to bank / postal check accounts. The postmark is decisive for timely payment. Cash on delivery, postal orders and their possible costs will not be honored by us.

4.4.

We have the right to set off or the right of retention within the statutory rules.

## 5. Delivery, Term of Delivery, Packaging

5.1.

The agreed deliveries and work services are free to the destination specified by us (DDP, Incoterms 2010, subject to the provision that unloading also takes place at the expense and risk of the contractual partner)..

5.2.

The agreed dates and deadlines for delivery, acceptance, commissioning, etc. are binding.

5.3.

The deliveries must be received by the agreed delivery date at the destination, the work services must be available for commissioning or acceptance at the destination by the agreed commissioning or acceptance date; Ancillary services must be provided by the agreed service date.

5.4.

If the Supplier becomes aware of any circumstance which might impede the in-time fulfillment of the Contract in the quality agreed upon, he shall give notice hereof to us in writing immediately and describe the reasons for such circumstances. Any damages due to failure of delay in giving such notice shall be borne by Supplier.

5.5.

In case of default or delay in delivery or performance, the statutory provisions shall apply. This includes our right in case of delay or default in delivery or performance, to rescind from the Contract or to claim damages instead of performance after previously having set a reasonable term for fulfillment of the Contract and the non-observance of this term by Supplier. If we claim damages, Supplier is entitled to prove that he is not responsible for the delay or default in delivery.

5.6.

We are entitled to rescind partly or totally from the Contract even if the default or delay in delivery is not within the responsibility of Supplier. If we demand compensation, the contractual partner has the right to prove that he is not responsible for the breach of duty.

5.7.

If a delivery or work is not performed on time by the contractual partner, we are entitled to withdraw from the contract after a reasonable period has expired without result, even if the contractual partner is not at fault or has to be represented. § 323 BGB applies.

5.8.

We are entitled to claim damages instead of the performance in accordance with section 5.6 above. In addition to the right of withdrawal in accordance with section 5.7 above, to assert.

5.9.

Excess or short deliveries are only permitted with our consent; the same applies to partial deliveries or services.

5.10.

Advance deliveries are only permitted in consultation with us. If the delivery is earlier than agreed, we reserve the right to return it at the expense of the contractual partner. If there is no return in the event of early delivery, the delivery will be stored by us or a third party at the cost and risk of the contractual partner until the delivery date. In the event of early delivery, we reserve the right to make payment on the agreed due date.

## 6. Transport, Transfer of Risk, Documents

6.1.

Delivery shall be made free point of destination.

If, from time to time, we have agreed upon to bear any transport costs ourselves, Supplier shall be obliged, upon our request, to contract with our usual forwarder, or if we do not give any specific request, to contract the least costly transportation. We shall bear any higher costs only in case where these are incurred due to specific packaging or transportation regulations.

6.2.

The risk of loss shall pass to us only upon arrival of the product at the place of performance or, if in the frame of a manufacture agreement an inspection is agreed upon, at the time of performance of such inspection at the place of destination.

Supplier shall be liable for any loss or damage that might happen during transportation including the unloading procedure until receipt of the product by us at the place of destination.

6.3.

Documentary evidence of origin that may be required by us from Supplier shall contain any and all information which is contained in orders and order confirmations.

Any delivery shall be made together with a document of delivery containing our order number and the date of order. The delivery document shall in addition contain information about the gross and net weight. In case of partial delivery, the balance to be delivered shall be mentioned.

In case of failure of the Supplier to include the required information, we shall not be liable for any delay in processing the delivery.

6.4.

Without a special agreement, we are not obliged to keep packaging material or to send it back to the contractual partner. We reserve the right to return bulky packaged goods, in particular containers, barrels, boxes, etc. after emptying and without prejudice to any transport or other wear and tear, against a corresponding credit note, to the contractual partner.

## 7. Inspection

7.1.

If we are prevented from performing the inspection of the delivery or the services or to perform any of our obligations in the context hereof due to circumstances of force majeure as well as any other unforeseeable circumstances which we are not responsible for and which only occur after conclusion of the contract or which have been unknown to us at the time of entering into the Contract for no fault attributable to us, furthermore in case of subsequent strikes and legal lock-outs, we shall be entitled to postpone performance of such obligations for as long as the disturbance may last. We shall give notice of such disturbance as well as its reasons to Supplier without undue delay.

7.2.

We are entitled to refuse receipt of delivery if made before the delivery date agreed upon. Any products delivered before the delivery date may be sent back to Supplier at his cost and risk or may be stored at third parties.

7.3.

In case of delivery of products within a manufacture contract, a manufacturing inspection and acceptance has to take place. The date for such inspection shall be indicated by Supplier at the latest 14 days before the actual inspection.

At our request, an inspection protocol together with the required amount of respective material certificates shall be prepared by Supplier, according to which the inspection can be performed and where any defects apparent upon inspection shall be taken down. After mutual signature by either party, this protocol shall constitute the inspection protocol.

If the Supplier is obligated to perform installation according to the Contract, the inspection shall take place only after installation of the product at the point of destination.

7.4.

The products to be delivered shall be packed in an adequate way. If Supplier does not observe any packaging or forwarding instructions given by us, we are entitled to refuse receipt of the products without incurring a default in receipt.

## 8. Requirements for the subject matter of the contract, documents, safety data sheets, initial sample testing, quality control, testing technology, examination of defects, liability for defects, statute of limitations, environmental compatibility

8.1.1.

The objects of the contract must meet the agreed quality requirements (product specifications), the recognized rules of technology and the relevant legal provisions applicable at the time of delivery for their manufacture, distribution and use and the regulations and guidelines of authorities, professional associations and Correspond to professional associations. In particular, occupational safety, accident prevention and other safety regulations, such as those in DIN standards, UVV regulations, VDE regulations, the machine protection law, the GAA regulation, the technical guidelines of the TÜV, the fire prevention regulations of the responsible department and the The regulations applicable at the installation site regarding the avoidance of emissions and environmental damage are laid down. Furthermore, substance bans, old car regulations, DMF (dimethyl fumarate) -free CAS registration number 624-49-7 and other labeling obligations for substances and goods must be observed. ROHS-3: RoHS-3 refers to Directive 2015/863 / EU, which supplements Directive 2011/65 / EU REACH: Regulation (EC) No. 1907/2006 (REACH Regulation) POP: Regulation (EU) 2019/1021 on persistent organic pollutants. 3TG - Conflict Minerals: EU Regulation 2017/821 for the "definition of obligations to fulfill the duties of care in the supply chain of tin, tantalum, tungsten, cobalt, their ores and gold from conflict and high-risk areas Our contractual partner will check them for this before dispatch and, at our request, issue a factory or test certificate.

8.1.2.

Documents of all kinds that we need for use, operation, processing, maintenance, storage and transport must be made available by the contractual partner in good time and without being requested to do so free of charge

8.1.3.

The contractual partner is obliged to hand over the safety data sheets applicable to the contractual objects before the first delivery. The same applies to later changes in safety data sheets. He releases us from all third party recourse claims in the event that he does not deliver the safety data sheets or delivers them late. The same applies to later changes.

8.1.4.

In addition, with each delivery / work performance, the contractual partner will submit declarations of conformity in accordance with the applicable European directives of the respective product batch / series supplied. The declarations of conformity confirm the implementation of relevant tests and compliance with the contractually agreed requirements and security criteria with regard to the contractual objects.

8.1.5.

The protective devices required by the applicable accident prevention regulations are also to be included in the delivery, without special notice being required for our orders.

8.1.6.

For the initial sample test, reference is made to the relevant VDA publication "Quality assurance of deliveries in the automotive industry - supplier evaluation, initial sample test", VDA current volume 2, current status.

8.2.

Our claims in the event of defects in deliveries or work services are based on the statutory provisions, unless otherwise stated in individual agreements, the quality assurance agreement or these order conditions

8.3.

The contractual partner may only deliver to us contractual items with the agreed documentation and certificates that have been checked by the contractual partner as part of its outgoing inspection for compliance with the requirements according to Clause 8.1 above (in particular, a complete recorded check of all quality-relevant Features, whereby the complete test report with the production date is documented at the contractual partner and made available to us on request). If deviations are found during the outgoing inspection of the contractual partner, a delivery may only be made to us if the contractual partner has informed our quality assurance department in advance in writing and we have agreed in writing to a special release. As part of the written information, the contractual partner must report the quantity already produced, our order number, the description of the error and the scope of the error. Until our decision is made, the contractual items concerned must be clearly identified. In the interests of both parties, we will quickly process special release requests received and inform the contractual partner of the decision in writing. Any special release is limited to a fixed number of items, at most to the amount already produced that deviates from the specification.

8.4.

If the contractual partner detects an increase in the deviations in the actual quality from the target quality of the contractual objects (quality problems, quality degradation), he will notify us immediately about this and about planned remedial measures. If defective contractual items are returned by us to the contractual partner, he is obliged to examine the defective return and, upon request, to inform us of the causes of the error as well as intended remedial measures.

8.5.

By marking the contractual objects (serial and / or revision number) and taking other suitable measures, the contractual partner shall ensure that if an error occurs, it can immediately determine which contractual objects are or may be affected by such an error. The contractual partner will inform us about the aforementioned labeling system and the other measures so that we can make our own determinations to the extent necessary.

8.6.

We are to be informed in writing of any planned changes to the manufacturing process, the equipment (in particular manufacturing plants) and the quality management system in good time, but at least six months before the change is made, insofar as the change can affect the agreed product quality. Subject to a change in the aforementioned sense, contractual items may only be delivered with our express written approval.

8.7.

We are entitled to carry out a process acceptance at the contractual partner. The date for the acceptance will be set together. The contractual partner is responsible for ensuring that all measures to ensure a positive process acceptance are carried out in advance. If, for reasons for which the contractual partner is responsible, repeat acceptance tests have to be carried out, we are entitled to charge the contractual partner the costs incurred for this.

8.8.

If the type and scope of the tests to be carried out at the contractual partner's as well as the test equipment and methods have not been firmly agreed between the contractual partner and us, we are ready to discuss the necessary tests with him at the request of the contractual partner within the scope of our knowledge, experience and possibilities in order to determine the required state of the art in testing.

8.9.

We are only obliged to take over the delivery / work service if the delivery / work service including the agreed documentation and certificates is complete and the contractual items meet the contractual requirements in accordance with Clause 8.1.

8.10.

With regard to deliveries, we are entitled to make notifications of obvious defects within a period of five working days from receipt of the delivery and in the case of hidden defects, within five working days of their discovery. In the case of deliveries with additional contractual obligations, such as installation, assembly and commissioning, the return period begins from the fulfillment of the aforementioned obligations by the contractual partner.

8.11.

The statute of limitations for claims for defects due to material defects is based on the statutory provisions, but is in any case at least 36 months for deliveries and work. For contractual items that have been improved or subsequently delivered within the limitation period, the limitation period begins to run again from the subsequent performance. A limitation period of ten years applies to defects of title. The limitation of recourse claims is based on the legal conditions.

8.12.

In the case of defective deliveries, we can, at our option, demand subsequent performance in the form of a faultless replacement or removal of defects, in the case of defective work in the form of the production of a new work or the removal of defects. The contractual partner is obliged to bear all expenses necessary for the purpose of supplementary performance. The return of defective deliveries or work by us takes place at the expense and risk of the contractual partner. We are entitled to retain retained samples to a reasonable extent for evidence purposes. If the examination of the contractual items is carried out by us admissibly according to generally valid statistical sampling procedures (AQL values), we are entitled, irrespective of our other claims, if the permissible limit quality values or the AQL values are exceeded, to reject the entire delivery or in coordination with the to have the contracting partner checked by us at 100% at their expense and risk and to demand replacement of the actually defective parts. If the supplementary performance does not take place within a reasonable period determined by us, we are entitled to the full statutory claims (in particular reduction, withdrawal from the contract, compensation, in particular compensation instead of performance, in each case if the legal requirements are met).

8.13.

If we have sold a newly manufactured item that was delivered by the contractual partner and was defective when the risk was transferred to us and due to the defect, we are entitled to expenses pursuant to Section 439 (2) of the German Civil Code (BGB) or pursuant to Section 475 (4) or (5) of the BGB we are entitled to recourse against the contractual partner without restriction in accordance with the statutory provisions. This also applies to the limitation of our rights of recourse.

8.14.

With regard to deliveries, we are entitled to carry out supplementary performance ourselves at the expense of the contractual partner if there is imminent danger or if there is particular urgency. In addition, the right to perform work on one's own in accordance with Section 637 of the German Civil Code (BGB) is expressly reserved.

8.15.

If the deliveries or work are partially defective, we are entitled to assert our claims for defects either with regard to the entire delivery / work or the defective part.

8.16.

The contractual partner will inform us of all significant errors and potential or existing hazards from his deliveries of the contractual items (including ancillary services) that have occurred at his customers or their customers.

8.17.

The contractual partner undertakes to use environmentally friendly products and processes for his deliveries or work services and also for supplies or ancillary services by third parties within the scope of economic and technical possibilities. The contractual partner is liable for the environmental compatibility of the delivered products and packaging materials and for all consequential damage caused by the violation of his statutory disposal obligations.

## **9. Product Liability, Obligation to hold harmless, Product Liability Insurance**

9.1.

If we are being held liable under statutory product liability in accordance with national or foreign law, Supplier shall hold us free and harmless on first demand from any and all claims for damages, costs and expenses, as far as such claims are justified for reasons within Supplier's responsibility and as far as Supplier would be liable himself.

9.2.

In case of liability in accordance with 9.1. above, Supplier shall also be obligated to compensate any and all costs incurred by us in accordance with Art. 683, 670 (German Civil Code) as well as Art. 830, 840, 426 BGB (German Civil Code), which may result out of or in connection with any product recall measures performed by us. We shall inform Supplier about the contents of such product recall measures as fast as possible and as far as it can be reasonably expected from us and shall give him the opportunity to comment on this. Further statutory claims remain unaffected.

9.3.

Supplier shall, during the term of the respective contract with us, including the period until the prescription of any warranty claims, maintain an adequate product liability insurance with a coverage sum adequate for the product and the branch. If we have further claims for damages on the law, such remain unaffected.

## **10. Third parties' rights**

10.1.

The contractual partner guarantees that no rights of third parties in the Federal Republic of Germany are violated by or in connection with the contractual items; Exceptions are violations due to our production documents, data and production means or product specifications specified by us. A corresponding obligation of the contractual partner exists for the export countries of the contractual objects known to the contractual partner when the contract was concluded. In particular, the contractual partner ensures through appropriate agreements with his employees or agents that the purpose of the contract, in particular the contractually agreed scope of use for software, is not impaired by any co-authors or other rights. At our request, the contractual partner will in particular provide evidence of the conclusion of corresponding agreements with the persons involved in the creation of the software program.

10.2.

If we are held liable by a third party insofar, Supplier shall be obligated to hold us free and harmless on first demand. We shall be entitled to conclude any agreements with third parties even without consent of Supplier, especially any kinds of settlements.

10.3.

The above obligation to hold free and harmless covers any and all costs and expenses, which we may have out of or in connection with any third parties' claims. If need be, Supplier shall provide us with support and legal advice in connection with judicial disputes or shall take part in judicial disputes at his own cost on our demand.

10.4.

The term of prescription for the claim to be held free and harmless is ten years, beginning with the closing of the contract.

10.5.

The limitation period for our claims in accordance with paragraph 10.1 above, until 10.4. is ten years, starting with the conclusion of the respective contract.

10.6.

Upon our request, the contractual partner will notify the use of its own and licensed property rights and property right registrations with regard to the subject matter of the contract.

## **11. Procurement liability of the contractual partner**

In any case, the contractual partner is responsible for the supplies and services it has procured as well as for its own deliveries or work. This is especially true with regard to defects.

## **12. Liability on our part**

12.1.

In the event of negligence, our liability to pay compensation is limited to the foreseeable, typically occurring damage. In the case of ordinary negligence, we are only liable in the event of a breach of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and compliance with which the contractual partner may regularly rely)

12.2.

The limitation of liability and the exclusion of liability according to section 12.1 above, apply regardless of the legal nature of the asserted claim, i.e. in particular also for claims for damages due to negligence when concluding the contract, other breaches of duty or tortious claims for compensation for property damage according to § 823 BGB.

12.3.

As far as our liability according to the above paragraph 12.1. and 12.2. is excluded or limited, this also applies to the personal liability of our employees, workers, employees, representatives and vicarious agents.

12.4.

Liability for culpable injury to life, body or health remains unaffected; this also applies to the mandatory liability under the Product Liability Act.

## **13. Property of contractual products**

13.1.

Offsetting against our claims from the business relationship is only permitted if our contractual partner can offset against a claim that has been legally established or that has been expressly recognized by us. The same applies to the assertion of rights of retention.

13.2.

With regard to other deliveries or performances, an extended reservation of proprietary rights shall be excluded. Assignment of claims is only permitted with our written consent.

## **14. Ownership of the contractual items**

14.1.

Contractual objects to be delivered or procured by the contractual partner, production documents and production means of all kinds shall become our property at the latest upon payment by us.

14.2.

An extended retention of title by the contractual partner is fundamentally excluded

## **15. Confidentiality**

15.1.

The contractual partner undertakes to keep secret for an unlimited period all information and documents that become accessible to him in connection with the contracts concluded with us that are designated as confidential or are recognizable as business or trade secrets due to other circumstances - Unless required to achieve the purpose of the contract - neither to record nor to pass on to third parties or to exploit them in any way.

15.2.

This obligation does not apply to information that was available to the public at the time the contract was concluded or that becomes accessible through no fault of the contract partner, as well as for information that was already in the possession of the contract partner.

## **16. Place of Jurisdiction, Applicable Law, Miscellaneous**

The place of performance for deliveries is the destination specified by us, without any particular determination of the registered office of our company; The place of performance for our payments is also the registered office of our company.

## **17. Place of jurisdiction, applicable law, general provisions**

17.1.

If the contractual partner is a merchant, the place of jurisdiction for all obligations arising from the contractual relationship - also for items of exchange and checks - is the registered office of our company or, at our option, the registered office of the contractual partner. The above agreement on the place of jurisdiction also applies to contractual partners based abroad.

17.2.

For all rights and obligations arising from the contractual relationship between us and the contractual partner, the law of the Federal Republic of Germany shall apply exclusively, excluding the UN Sales Convention (CISG: United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980).

17.3.

Should a provision in these terms and conditions or a provision in the context of other agreements be or become ineffective, this shall not affect the validity of all other provisions or agreements.

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