General Selling and Delivery Terms

of

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§ 1 Scope

(1) These General Selling and Delivery Terms (hereinafter also referred to as the "Terms") shall apply exclusively in relation to companies, legal persons under public law or special government fund within the meaning of § 310 (1) of the German Civil Code ("BGB"). Any type of business terms and conditions of our customers (hereinafter also the "Customer(s)") or third parties shall not apply, including if we do not contradict their validity in an individual case. Even if we refer to a letter that contains the business terms and conditions of the Customer or a third parties or refers to such, or if we unconditionally accept orders in the knowledge of existing business terms and conditions, this does not constitute any acceptance on our part of the validity of those business terms and conditions.

(2) In their respective version, these Terms shall also apply as a framework agreement for all future business transactions with the Customer, to the extent that they relate to legal transactions of a related type, even if they have not agreed again separately and without us requiring to refer to them again in each individual case. The current version is available at **www.va-q-tec.com.**

(3) Rights to which we are legally entitled above and beyond these Terms shall remain unaffected.

(4) In case of contradictions between the German and the English version of these Terms, the German version shall prevail.

§ 2 Offer and contract conclusion

(1) All our offers shall be non-binding and without any obligation unless they are by way of exception expressly designated as binding offers or contain a specific acceptance period.

(2) If an order is to be regarded as an offer pursuant to § 145 BGB, we can accept it within two weeks after receipt.

(3) The written concluded contract including these Terms shall solely be decisive for the legal relationship between us and the Customer. This contract fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Oral promises made by us prior to the conclusion of the contract shall not be legally binding and oral agreements between the contracting parties are replaced by the written contract, unless expressly agreed otherwise between the contracting parties.

(4) Supplements and amendments to the contract, including these Terms, shall require the written form to be effective. Apart from the Management Board or authorized signatories ("*Prokurist*"), our employees are not entitled to enter into verbal agreements deviating from this.

(5) Communication by telecommunication, in particular by telefax or by e-mail, shall satisfy the requirement of the written form, provided that a copy of the signed declaration is transmitted.

(6) Our information on the subject matter of the delivery or service (hereinafter also referred to as "Scope of Delivery and Service") - e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data - as well as our related presentations of the same shall provide only approximately references, unless and so far usability for the contractually intended purpose presupposes a precise consistency. They shall not comprise guaranteed characteristics, but shall instead comprise descriptions and designations of the Scope of Delivery and Performance. Customary deviations and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components with equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose. A unilateral modification by the Customer in regards of the Scope of Delivery and Services to be provided by us shall be excluded.

(7) Unless otherwise expressly agreed in writing in the contract, the Scope of Delivery and Service shall comply with the technical standards and safety regulations applicable in the Federal Republic of Germany and not with those possibly deviating from this which apply at the place of use of the Scope of Delivery and Service.

(8) Insofar as a condition of the Scope of Delivery and Service has been agreed, objective requirements for the Scope of Delivery and Service shall not apply in this respect.

(9) Unless expressly stated otherwise in our order confirmation, the Customer shall not receive any accessories or instructions with the Scope of Delivery and Services. If instructions are listed in our order confirmation, these may be limited to pictograms or to the German language at our discretion.

§ 3 Provided documents and materials

We reserve all property rights and copyrights to all documents or materials, such as offers, calculations, cost estimates, drawings, illustrations, calculations, brochures, catalogues, samples, models, tools and other documents or operating resources etc. provided to the Customer. Such documents and materials may not be made accessible to third parties, either as such or in terms of content, unless we give the Customer our express written consent to do so. They shall also not be used or reproduced by the Customer for the purposes of third parties or at the instigation of or with the knowledge or toleration of the Customer by third parties. At our request, the Customer must return these materials and documents to us in full and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The storage of electronically provided data for the purpose of common data backup is excluded from this.

§ 4 Prices and payment

(1) Unless otherwise agreed in writing, our prices shall apply free carrier (INCOTERMS 2020 FCA Free Carrier) in each case from our plants in Kölleda or Würzburg excluding packaging and plus the statutory value added tax. Costs of packaging will be invoiced separately.

(2) Our prices apply to the Scope of Delivery and Services listed in the order confirmation. Additional and/or special services will be charged separately.

(3) To the extent the agreed prices are based on our list prices, no fixed price agreement was made and the delivery or service is to take place more than four months after the contract is concluded, our list prices valid at the time of delivery or performance of the service shall apply (in each case less any agreed percentage or fixed discount). To the extent the agreed prices are not based on list prices, no fixed price agreement has been made and the delivery or service is to take place more than four months after conclusion of the contract, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries and services that take place four months after conclusion of the contract.

(4) The payment of the purchase price shall be made exclusively to the account specified by us. Deducting discount shall only be permissible in case of special written agreement.

(5) Unless otherwise agreed, the purchase price shall be paid within 10 days after delivery. Payment shall be deemed to have been occurred on the day on which we are able to dispose of the amount owed. Payment by cheque shall eb excluded unless it is agreed separately in individual cases. In the event of default in payment on the part of the Customer, we may demand interest in the amount of 9 percentage points above the respective base interest rate of the European Central Bank per annum; the assertion of higher interest and further damages in the event of default shall remain unaffected.

(6) Offsetting against counterclaims of the Customer or retention of payments due to such claims shall only be permissible if the counterclaims are undisputed, have been established by declaratory judgment or are ready for decision or arise from the same order under which the delivery or service in question was made.

(7) We shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after the conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the creditworthiness of the Customer and which jeopardize the payment of our outstanding claims by the Customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies). Such circumstances exist in particular if the Customer is in default with the payment of due claims.

§ 5 Deliveries and delivery period

(1) Unless otherwise agreed in writing, our deliveries shall be made free carrier (INCOTERMS 2020 FCA Free Carrier) to our plants in Kölleda or Würzburg (hereinafter referred to as "Supplying Plant").

(2) Periods and dates for deliveries and services to which we refer shall always be non-binding, unless a fixed period or date has been expressly confirmed or agreed in writing. Even if delivery and/or service dates are determined according to the calendar, they are not fixed dates. If no periods and/or dates for deliveries and services have been agreed, we shall determine these at our reasonable discretion. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarder, carrier or other third party commissioned with the transport.

(3) The start of the delivery period that we stated as well as a stated delivery date presuppose the timely and proper fulfilment of the Customer's obligations, in particular also all the Customer's obligations to cooperate, such as, for example, the complete provision of all documents and information in each case in the required quality as well as all approvals/permits and releases and the receipt of any agreed advance payment. If these prerequisites are not fulfilled in time, the periods shall be extended

accordingly; this shall not apply if we are responsible for the delay. The right of objection to nonperformance of contract shall be reserved.

(4) Modification or supplementation requests agreed subsequently us – even without specific reservation or naming – always lead to a reasonable extension of agreed delivery dates or delivery periods.

(5) We are entitled, but not obliged, to make partial deliveries and render partial services that are reasonable for the Customer. We are also entitled to carry out deliveries and services early, unless expressly agreed otherwise.

(6) We shall not be liable for inability or for delays insofar as these are caused by 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 the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining the necessary official permits, pandemics or epidemics, official measures or the non-delivery, incorrect delivery or late delivery by suppliers despite a cover transaction concluded by us) for which we are not responsible. If such events make it essentially more difficult or impossible for us to deliver or perform and the hindrance is not only of temporary duration, we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable starting period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, Customer may withdraw from the contract by notifying us in writing without undue delay.

(7) In the event of our delay, the Customer's claim for compensation for damage caused by the delay shall be limited to 5 % of the agreed net contract price in the event of slight negligence.

(8) If the Customer is in default of acceptance, we shall be entitled to demand compensation for our additional expenses incurred in this respect for our unsuccessful offer and for the storage and maintenance of the Scope of Delivery and Service. We reserve the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the Scope of Delivery and Service – insofar as this has not already passed to the Customer – shall pass to the Customer at the point in time at which the Customer is in default of acceptance. We reserve the right to assert further claims, in particular the right to compensation for damages incurred by us in the event of default on the part of the Customer.

§ 6 Place of performance, shipment, packaging, transfer of risk, acceptance

(1) The place of performance for all obligations arising from the contractual relationship is the respective Supplying Plant, for payments by the Customer it is Würzburg, unless otherwise agreed. If we are also responsible for the installation, the place of performance shall be the place where the installation is to take place.

(2) The method of dispatch and the packaging are subject to our due discretion.

(3) Insofar as shipment of the goods has been agreed and we have not assumed responsibility for transport or installation, the risk shall pass to the Customer at the latest upon handover of the Scope of Delivery and Service (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made. If the dispatch or the handover is delayed due to a circumstance the cause of which lies with the Customer, the risk shall pass to the Customer from the day on which the Scope of Delivery and Service is ready for dispatch and we have notified the Customer of this.

(4) Storage costs after transfer of risk shall be borne by the Customer. In the event of storage by us, the storage costs shall amount to 0.25 % of the net invoice amount of the Scope of Delivery and Services to be stored per expired week plus statutory value added tax. Both parties reserve the right to claim and prove further or lower storage costs.

(5) We shall only insure a consignment against theft, breakage, transport, fire and water damage or other insurable risks at the express written request of the Customer and at the Customer's expense.

(6) Insofar as acceptance has been expressly agreed or is required under the statutory provisions, the following shall apply:

a. The Scope of Delivery and Service shall be deemed accepted if

i) the delivery and, insofar as we also owe the installation, the installation or the provision of services has been completed,
ii) we have requested the Customer to accept by setting a reasonable period of time, and
iii) the Customer does not refuse acceptance within the set period in accordance with lit. ii), naming at least one material defect.

b. An implied acceptance, in particular by commencement of the use of the Scope of Delivery and Service, shall remain unaffected thereby. No formal acceptance shall be required.

c. Partial acceptances are permissible.

d. If we have provided a part of the Scope of Delivery and Service and there is a long delay or interruption before the further Scope of Delivery and Service is provided and the cause of which is not within our sphere of responsibility, we may also demand separate acceptance of the part of the Scope of Delivery and Service already provided.

§ 7 Liability for damages due to fault, limitation of liability

(1) Our liability for damages, irrespective of the legal reason, in particular due to inability, defective or incorrect delivery, breach of contract, breach of obligations during contractual negotiations and tort, shall be limited in accordance with this § 7, insofar as culpability is relevant in each case; in case of slight negligence, § 5 para. 7 shall apply to our liability for delay, otherwise this § 7 shall also apply.

(2) We shall not be liable in the event of slight negligence on the part of our corporate bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are the obligation to deliver the Scope of Delivery and Service in due time – and if owed, to install it –, its freedom from defects of title as well as such defects that impair its functionality or usability more than only insignificantly, as well as consulting, protection and care obligations that enable the Customer to use the Scope of Delivery and Service in accordance with the contract or to protect the life and limb of the Customer's personnel or to protect the Customer's property from considerable damage.

(3) Insofar as we are liable for damages in accordance with this § 7 para. 2 in the event of slight negligence on the part of our corporate bodies, legal representatives, employees or other vicarious agents, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time the contract was concluded or which we should have foreseen if we had exercised due care. Indirect damages and consequential damages which are the result of defects in the Scope of Delivery and Service are also only eligible for compensation insofar as such damages are typically to be expected when using the Scope of Delivery and Service as intended.

(4) In the event of liability for slight negligence, our obligation to compensation property damages and further financial losses resulting therefrom shall be limited to an amount of EUR 5,000,000.00 per case of damage, even if this relates to an infringement of material contractual obligations.

(5) The above exclusions and limitations of liability shall apply to the same extent to the benefit of our corporate bodies, legal representatives, employees and other vicarious agents.

(6) To the extent that we provide any technical information or act in an advisory capacity and such information or advice does not form part of the contractually agreed scope services owed by us, this shall be done free of charge and to the exclusion of any liability.

(7) The limitations of this § 7 shall not apply to our liability for willful misconduct, for any guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

(8) The liability of the Customer shall be governed by the statutory provisions.

§ 8 Retention of title

(1) The retention of title agreed below serves to secure all our respective existing current and future claims against the Customer arising from the delivery relationship existing between us (including balance claims from an account relationship limited to this delivery relationship).

(2) The goods delivered by us to the Customer remain our property until full payment of all secured claims. The goods as well as the items covered by the retention of title taking their place in accordance with the following provisions are hereinafter referred to as "Goods Subject to Retention of Title".

(3) The Customer shall keep the Goods Subject to Retention of Title in safe custody for us free of charge. The Customer shall bear the duty of care for these goods and shall indemnify us against any claims of third parties in the event of a culpable breach of the duty of care by Customer. Customer shall be obliged to treat the reserved goods with due care.

(4) The Customer is entitled to process and sell the Goods Subject to Retention of Title in the ordinary course of business until the case of realization according to para. 9 or until taking possession according to para. 10, whichever occurs first. Pledges and transfers of ownership by way of security are not permitted.

(5) If the Goods Subject to Retention of Title are processed by the Customer, it is agreed that the processing is carried out in our name and for our account as manufacturer within the meaning of § 950 para. 1 BGB and that we acquire direct ownership or – if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the Goods Subject to Retention of Title – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the Goods Subject to Retention of Title to the value of the newly created item. In the event that we do not acquire such ownership, the Customer hereby assigns to us as security its future ownership or – in the above-mentioned proportion – co-ownership of the newly created item. If the Goods Subject to Retention of Ritle are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, we shall, insofar as the main item belongs to us, transfer to the Customer pro rata co-ownership of the uniform item in the ratio specified in this § 8 para. 5 sentence 1.

(6) In the event of resale of the Goods Subject to Retention of Title, the Customer hereby assigns to us by way of security the resulting claim against the purchaser – in the event of co-ownership of the Goods Subject to Retention of Title existing with us, in proportion to the co-ownership share. The same shall apply to other claims which replace the reserved goods or otherwise arise in respect of the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. We revocably

authorize the Customer at any time to collect the claims assigned to us in its own name. In general, we will only revoke this direct debit authorization in the event of realization, but expressly reserve the right to revoke it in other justified cases at our discretion.

(7) If third parties gain access to the Goods Subject to Retention of Title, in particular by way of seizure, the Customer shall without undue delay notify them of our ownership and inform us thereof in order to enable us to enforce our ownership rights. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, the Customer shall be liable to us for these.

(8) We shall release the Goods Subject to Retention of Title as well as the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than 20 %. We shall be free to choose the objects to be released accordingly.

(9) If we withdraw from the contract due to behavior by the Customer in contravention of the contract – in particular default on payment – we shall be entitled to reclaim the Goods Subject to Retention of Title.

(10) We are also entitled to take possession of the Goods Subject to Retention of Title and to dispose of them if the Customer does not fulfil its contractual obligations, in particular if the Customer is in default on payment. This does not constitute a withdrawal from the contract. Our other rights remain unaffected, also any rights of an insolvency administrator in the event of the Customer's insolvency.

§ 9 Warranty and notice of defects

(1) The Scope of Delivery and Services shall be carefully inspected without undue delay after delivery to the Customer or a third party designated by the Customer. With regard to obvious defects or other defects which would have been recognizable in the course of an immediate, careful inspection, the Scope of Delivery and Services shall be deemed to have been approved by the Customer if we do not receive a written notification of defects within ten business days of delivery. With regard to other defects, the Scope of Delivery and Services shall be deemed to have been approved by the Customer if we do not receive the notice of defect within ten business days of the time at which the defect became apparent; if the defect was already recognizable to the Customer at an earlier time, this earlier time shall, however, be decisive for the commencement of the period for giving notice of defect.

(2) Irrespective of para. 1, the Customer shall in any case carefully inspect the Scope of Delivery and Services before an intended installation of the Scope of Delivery and Service or its attachment to other objects and notify us in writing of any defects. If the Customer installs or attaches the Scope of Delivery and Services without such an inspection, it shall be deemed to have been unaware of any defect that would have been recognizable during a careful inspection due to gross negligence, and it may only assert rights with regard to this defect if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the Scope of Delivery and Services.

(3) Upon our request, a rejected Scope of Delivery and Services shall be returned to us carriage paid. In the event of a justified complaint, we shall reimburse the costs of the most favorable shipping; this shall not apply if the costs increase because the Scope of Delivery and Services is located at a place other than the place of intended use. Our consent must be obtained prior to any return of the Scope of Delivery and Services. Returns not agreed with us will be rejected at Customers´ costs.

(4) In the event of defects in the Scope of Delivery and Service, we shall initially be entitled to rectify the defect or make a replacement delivery at our discretion within a reasonable period of time and shall be obliged to do so subject to timely notification of the defect. As long as we fulfil our obligations to remedy defects, the customer shall not be entitled to demand a reduction of the remuneration ("Reduction") or cancellation of the contract ("Revocation"), unless the supplementary performance has failed. If a construction work is the subject of liability for defects, Revocation shall be excluded. The Customer shall

not be entitled to remedy the defect itself and to demand reimbursement of the necessary expenses. Any claims under a right of recourse shall remain unaffected by the above provision without restriction.

(5) If the examination of a notice of defect shows that there is no defect or that we are not responsible for it, the Customer shall reimburse us for the costs of the examination and, in the event of a repair, also for these costs in accordance with the time spent and material used.

(6) The warranty shall not apply if the Customer modified the Scope of Delivery and Service without our consent or has it modified by a third party and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of remedying the defect resulting from the modification.

(7) The limitation period for claims from defects ("Warranty Period") shall be one year from delivery or, if acceptance is required, from acceptance. This also applies to the limitation period for claims under a right of recourse in the supply chain pursuant to § 445b para. 1 BGB. The suspension of expiry pursuant to § 445b para. 2 BGB shall remain unaffected; it shall end at the latest five years after the time at which we have delivered the Scope of Delivery and Service to the Customer. These provisions on the limitation of recourse claims and on the suspension of expiry shall not apply if the last contract in this supply chain is a consumer goods purchase. The Warranty Period of one year shall not apply to claims for damages by the Customer arising from injury to life, body or health or from intentional or grossly negligent breaches of obligations by us or our vicarious agents, which shall each be time-barred in accordance with the statutory provisions. Furthermore, the Warranty Period of one year shall not apply insofar as the German Civil Code (BGB) prescribes longer periods in accordance with its § 438 para. 1 no. 2 (buildings and items for buildings), § 438 para. 3 and § 634a para. 3 (fraudulent concealment) and § 634 a para. 1 no. 2 (construction defects), which shall then apply.

(8) Claims for defects shall not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural attrition, in the case of changes in the properties of the item resulting from the passage of time (e.g. degradation) or normal wear and tear and also not in the case of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences which are not presumed in accordance with the contract. If the Customer or third parties carry out improper repair work or modifications, there shall also be no claims for defects for these and the resulting consequences.

(9) Claims of the Customer for expenses incurred for the purpose of supplementary performance, in particular transport, travel, labour and material costs, shall be excluded to the extent that expenses are increased because the Scope of Delivery and Services has subsequently been taken to a place other than the Customer's office, unless the transfer is in accordance with its intended use which is known to us.

(10) Any delivery of used items agreed with the Customer in individual cases shall be made to the exclusion of any warranty for defects in material.

(11) § 7 shall apply to any claims for damages or reimbursement of futile expenses for defects in material.

§ 10 Product liability

(1) The Customer shall not change the Scope of Delivery and Service. In the event of a breach of this obligation, the Customer shall indemnify us internally against product liability claims and all other claims for damages by third parties, insofar as the Customer is responsible for the defect giving rise to the liability.

(2) If we are obliged to recall the Scope of Delivery and Services or to issue a warning about the Scope of Delivery and Services due to a product defect in the Scope of Delivery and Services, the Customer shall

support us and – if reasonable to the Customer – take all measures ordered by us. The Customer shall be obliged to bear the costs of any recall or warning about the Scope of Delivery and Services if and to the extent that the Customer himself is responsible for the product defect and the damage that has occurred. Our possible further claims remain expressly unaffected.

(3) The Customer shall inform us in each individual case of any possible product defects or risks that have become known to him or that have occurred during the use of the Scope of Delivery and Services. The Customer shall do this immediately and at least in text form.

§ 11 Industrial property rights; defects of title

(1) We maintain all industrial property rights and copyrights (hereinafter referred to as "Intellectual Property Rights") to the design drawings, process descriptions and similar documents prepared by us. The Customer shall be granted a simple, non-exclusive right of use, insofar as this is necessary for the contractually intended use on its premises. In particular, the Customer is not entitled to allow a third party to use the documents while retaining its own use or to process and/or modify the documents.

(2) Unless otherwise agreed, we shall only be obliged to make the delivery free of third party Intellectual Property Rights in the country of the place of delivery.

(3) If we have produced the Scope of Delivery and Services according to drawings or other documents handed over by the Customer, the Customer shall warrant that the Industrial Property Rights of third parties are not infringed. If third parties prohibit us in particular from manufacturing and/or delivering the Scope of Delivery and Services by invoking Intellectual Property Rights, we shall be entitled – without being obliged to examine the legal situation – to cease any further activity in this respect and to claim damages if the Customer is at fault. Furthermore, the Customer is obliged to immediately indemnify us from all claims of third parties in this context.

(4) If a third party asserts claims against the Customer on the basis of Intellectual Property Rights and this constitutes a defect in our Scope of Delivery and Services, we shall, at our discretion and at our expense, modify or replace the Scope of Delivery and Services in such a way that the rights of third parties are no longer infringed, but the Scope of Delivery and Services continues to fulfil the contractually agreed function, or procure the right of use for the Customer by concluding a license agreement with the third party. Only if we do not succeed in doing so within a reasonable period of time, the Customer shall be entitled to any further rights after setting a corresponding fruitless time limit in writing to us, any claims for damages only in accordance with the restrictions of § 7.

(5) Claims of the Customer pursuant to § 11 para. 4 shall only exist insofar as the Customer notifies us in writing without undue delay of the claims asserted by third parties, the Customer does not acknowledge an infringement and all defensive measures and settlement negotiations remain reserved for us. We shall not be liable if the infringement is based on the use of the Scope of Delivery and Services in connection with deliveries and/or services of third parties not authorized by us or on the modification of our Scope of Delivery and Services which was not authorized by us. Furthermore, we shall not be liable for infringements of Intellectual Property Rights resulting from a use not intended for the Scope of Delivery and Services. Costs which we have incurred in these cases for any measures pursuant to § 11 para. 4 shall be reimbursed by the Customer.

(6) If the Customer discontinues the use of the Scope of Delivery and Services for reasons of mitigation of damages or for other reasons, it shall be obliged to point out to the third party that the discontinuation of use does not constitute an acknowledgement of an infringement of an Intellectual Property Right.

(7) In the event of defects of title which do not constitute infringements of Intellectual Property Rights, the provisions of this § 11 shall apply accordingly.

(8) Further claims or claims other than those regulated in this § 11 by the Customer against us due to a defect of title shall be excluded. Claims of the Customer against us due to a defect of title shall become time-barred in accordance with § 9 para. 7.

(9) We are entitled to publish the results of our work and to name the Customer as a reference, provided that this does not disclose any trade or business secrets of the Customer.

§ 12 Confidentiality

(1) Both the Customer and we shall treat the information exchanged with us in connection with the business relationship as confidential and only use it for the purpose for which it was disclosed. The term information also includes such knowledge as is obtained in the course of an on-site visit. We are entitled to disclose this information to third parties if this is necessary for the performance of the contract and the third party is also subject to such an obligation of confidentiality.

(2) The obligations under para.1 shall not apply to information which was already known to the receiving party prior to the communication, was already generally accessible prior to the communication or becomes generally accessible after the disclosure without the involvement or fault of the receiving party, which is disclosed to the receiving party by an authorized third party without an obligation of confidentiality or which the receiving party independently develops or allows to be developed independently of the knowledge of the information received from the disclosing party.

(3) The obligations under para. 1 shall also not apply insofar as the receiving party is obliged to disclose according to mandatory law or the decision of a competent court or authority.

(4) The obligations under para. 1 shall continue to apply after performance of the contract for a period of seven years thereafter; however, for business secrets under the Trade Secrets Protection Act (“GeschGehG”) for as long as they constitute such a business secrets.

(5) Without our prior written consent, the Customer may not refer to the business relationship with us in advertising material, brochures, etc.

(6) If a dedicated non-disclosure agreement has been concluded between the Customer and us, this agreement shall take precedence over this clause in the items regulated in each case.

§ 13 Code of Conduct

(1) In connection with the contractual relationship, the Customer shall be obliged to comply with the relevant statutory provisions applicable to it. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.

(2) The Customer shall ensure that any items to be provided by it to us comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.

(3) The Customer undertakes to comply with the ten principles of the United Nations Global Compact. The ten principles of the United Nations Global Compact can be found in detail at https://www.globalcompact.de/ueber-uns/united-nations-global-compact. They include in particular the protection of international human rights, the right to freedom of association and collective bargaining, the elimination of forced and child labour, the elimination of discrimination in respect of employment and occupation, the assumption of responsibility for the protection of the environment and the prevention of corruption, extortion and bribery. The Customer agrees that we may take appropriate measures to verify compliance with these principles. This includes, in particular, that the Customer must provide us with a signed self-assessment at our request or that we or a third party

commissioned by us may conduct an audit on site at the Customer's premises during normal business hours after giving appropriate notice, whereby, however, documents and information containing business secrets of the Customer or third parties do not have to be disclosed.

(4) The Customer shall inform its contractual partners of the contents of para. 3, shall use its best endeavours to oblige them accordingly and shall regularly audit compliance with these obligations.

(5) Should a breach of the provisions of para. 3 and/or 4 be established, we may set the Customer a reasonable period of time to rectify the breach and to comply with these provisions. If such a breach is culpable and makes it unreasonable for us to continue the contract until its ordinary termination, we may terminate the contract extraordinarily after the fruitless expiry of the set period of grace if we have threatened to do so when setting the period of grace. The right to extraordinary termination without granting a grace period in accordance with § 314 para. 2 s. 3 of the German Civil Code (BGB) remains unaffected, as does the right to claim damages. We may only terminate within a reasonable period after we have become aware of the reason for termination.

§ 13 Miscellaneous

(1) This contract and the entire legal relationship between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions. The UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods of April, 11 1980 (CISG)) shall not apply.

(2) If the Customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, our registered place of business shall be the place of jurisdiction for all possible disputes arising from the business relationship between the Customer and us; however, we shall also be entitled to seek legal protection from any other court which has jurisdiction under the law of the Federal Republic of Germany or the law of the state in which the Customer has its place of business. In such cases, however, our registered place of business shall be the exclusive place of jurisdiction for actions against us. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

(3) Insofar as the contract or these Terms contain gaps, those legally effective provisions shall be deemed agreed to fill these gap which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these Terms if they had known about the gap.

(4) Should individual provisions of the contract or of these Terms be or become invalid in whole or in part or contain an impermissible deadline provision, the validity of the remaining provisions shall not be affected. Insofar as the invalidity does not result from a violation of §§ 305 et seq. of the German Civil Code (Formation of Legal Obligations by General Terms and Conditions), the whole or part of the invalid provision shall be replaced by a provision which the contracting parties would have agreed upon according to the economic objective of the contract and the purpose of these General Terms and Conditions if they had known about the invalidity. In the event of an invalid deadline provision, the statutory measure shall apply.

Note:

Information on the processing of your data, in particular on the rights to which you are entitled in accordance with Art. 13 EU-DS-GVO, can be found in our data protection information at https://va-q-tec.com/en/information-obligations or requested from us by any other means.