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General Terms and Conditions of Sale and Delivery GERSTEL GmbH & Co KG

(valid from 01 April 2026; the previous conditions hereby lose their validity)

I. Scope of application

1. These General Terms and Conditions of Sale and Delivery apply to all - including future - contracts between GERSTEL GmbH & Co. KG ("GERSTEL ", "we" or "us") and customers who are entrepreneurs (§ 14 BGB), a legal entity under public law or a special fund under public law and cover the sale and/or delivery of goods ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB, German Civil Code).

2. We do not accept or recognize any conflicting or deviating terms and conditions of the customer unless we expressly agree to their validity in writing. We hereby object to any terms and conditions of the customer, even if they are communicated to us in a letter of confirmation or in any other way, or if we provide deliveries or services to the customer without reservation, or if we accept services from the customer without reservation, without objecting to the customer's terms and conditions again.

II. Conclusion of contract; obligations of the customer to cooperate; right of termination; import/export restrictions

1. Orders placed by the customer shall only be deemed to have been accepted if we have expressly declared this in writing. The actual delivery of goods or provision of services, our other behaviour or silence shall not mean that the customer may deem a contract to have been concluded. Only our written order confirmation is decisive for the content of the contract.

2. Our offers are subject to change. Agreements, in particular verbal ancillary agreements, promises, guarantees and other assurances by our employees, shall only become binding upon our written confirmation.

3. The written form required in these terms and conditions shall also be deemed to have been met by transmission by fax or email.

4. The customer shall be responsible for ensuring that all information and documents necessary for the provision of the deliveries and services owed by us are made available to us unsolicited, in good time and free of charge for us, and that we are informed of all processes and circumstances that are of direct or indirect significance for our deliveries and services. This also applies to documents, information, processes and circumstances that only become known during our activities. The customer must inform us in writing before conclusion of the contract if the goods to be supplied are not to be suitable exclusively for normal use or if the goods are to be used under unusual conditions or conditions which represent a particular health or safety risk. He must also inform us in writing of atypical damage possibilities or damage amounts associated with the specific contract.

5. If we have delivered goods according to specifications, samples, drawings, models, samples or other documents provided by the customer, the customer shall guarantee that the property rights of third parties are not infringed. If third parties prohibit us in particular from manufacturing and delivering such goods with reference to industrial 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. The customer also undertakes to indemnify us immediately against all related claims by third parties.

6. We reserve the right to make changes and improvements in design and manufacturing which are reasonable for the customer, which are necessary due to technical, legal or official requirements and which do not negatively affect the contractually agreed quality of the goods, as well as deviations in quality and manufacturing which are customary in the terms of materials and trade practices.

7. We reserve the right of ownership and copyright to cost estimates, drafts, drawings and other documents as well as to samples; they may only be made accessible to third parties with our prior written consent. Drawings and other documents as well as samples belonging to offers must be returned at our request. In addition, the customer undertakes to maintain strictest secrecy about all business and trade secrets of GERSTEL that have become known or become known to him as well as information of GERSTEL or the companies affiliated with GERSTEL pursuant to § 15 AktG (German Stock Corporation Act) that is designated as confidential or is recognizably to be treated as confidential due to other circumstances, even beyond the end of the contract term until their disclosure, but at least for a period of three (3) years after the end of the contract term, and not to use them for purposes other than those under this contract.

8. In case of deliveries to other EU member states, the customer is obliged to provide us with its VAT identification number prior to conclusion of the contract.

9. The delivery (provision) of test certificates or similar documents by us requires express written agreement. That agreement will also address fees for the inspection certificates, if any. We are entitled to provide copies of such certificates.

10. The customer may only withdraw from or terminate the affected contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. Any right of termination at will of the customer (in particular pursuant to §§ 650, 648 BGB, German Civil Code) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

11. The customer is aware that the goods may be subject to export and import restrictions. In particular, authorization requirements may exist or the use of the goods or associated technologies may be subject to restrictions abroad. The fulfilment of this contract by us is subject to the express reservation that there are no obstacles of a legal or factual nature due to national and international regulations of foreign trade law or other regulations that prevent us from fulfilling the contract.

III. Purchase price

1. Unless otherwise agreed in writing, our prices are ex works at our seat in Mülheim an der Ruhr/Germany, plus statutory value added tax at the rate applicable at the time of conclusion of the contract. Customs duties, freight, packaging, insurance premiums and other costs incurred in connection with the execution of the contract shall be invoiced separately to the customer.

2. We reserve the right to change our prices appropriately at our reasonable discretion if price-relevant cost reductions or cost increases occur after conclusion of the contract, in particular due to collective wage agreements or changes in the price of materials and energy. We shall exercise this right in particular if there are more than four months between the original calculation and the date of performance. In the event of cost reductions, e.g. relating to goods from third-party suppliers, we shall be entitled to reduce the prices insofar as these cost reductions are not fully or partially offset by increases in other areas. We can only use price increases, e.g. relating to goods from third-party suppliers, to increase costs to the extent that they are not offset by any reduced costs in other areas. When exercising our reasonable discretion, we shall select the time of a price change in such a way that cost reductions are not taken into account according to more unfavourable standards for the customer than cost increases. We shall notify the customer in writing of any price changes in good time before the changed prices take effect. The customer may terminate the contract in

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writing in the event of a subsequent price increase, but only within two weeks from the date on which the customer received the announcement of the price increase.

IV. Terms of payment; plea of uncertainty; set off and retention

1. Unless otherwise agreed in writing, we shall invoice the price owed immediately after delivery. Payments shall be made to our account without any deduction and free of charge for us, in each case no later than 30 days after receipt of the invoice. Decisive for the payment date is always the receipt of the money in our account. The customer shall be in default at the latest 10 days after the due date of the receivables without the need for a reminder. If the payment deadline is exceeded, at the latest from the time of default, we shall be entitled to charge interest at a rate of 9 percentage points above the base interest rate. We reserve the right to assert further claims for damages caused by default. Our claim to commercial maturity interest (§ 353 HGB, German Commercial Code) against merchants remains unaffected.

2. Insofar as our claim for payment appears to be jeopardized as a result of circumstances occurring after conclusion of the contract which, in our view, give rise to fears of a significant deterioration in the customer's financial situation, we shall be entitled to declare outstanding claims due immediately. If the customer is in arrears with payment, which in our view indicates that our claim is at risk, we shall also be entitled to take back goods already delivered, to enter the customer's premises if necessary and to remove the goods. We may also prohibit the use of the delivered goods. If we incur costs for the disposal of the returned goods, the customer must reimburse us for these costs. This shall not apply if the customer is not responsible for the payment arrears. Taking back the goods does not constitute withdrawal from the contract. In both cases, we may demand advance payment for outstanding deliveries or services. The customer can avert all these legal consequences by providing security in the amount of our jeopardized payment claim. We are entitled to the usual type and scope of security for our claims, even if they are conditional or limited in time. The statutory provisions on default of payment shall remain unaffected.

3. The customer is not entitled to offset against our claims unless the counterclaim is undisputed or has been finally adjudicated. Furthermore, the customer is not entitled to withhold payments or to suspend other obligations incumbent upon it, unless we have materially breached due obligations arising from the same contractual relationship despite a written warning and have not offered adequate security. § Section 215 BGB (German Civil Code) shall not apply. In the event of defects in the delivery or service, the counterrights of the customer shall remain unaffected.

V. Delivery; Default

1. Deviations in dimensions, weight and quality are permissible within the framework of applicable DIN standards or current practice, unless otherwise agreed.

2. We are entitled to make partial deliveries insofar as they are reasonable for the customer. In the case of contracts with continuous delivery obligations, call-offs and assortment allocations for approximately equal partial quantities must be submitted to us; otherwise, we shall be entitled to make the determinations at our reasonable discretion.

3. The terms of delivery are agreed as trade terms in accordance with the INCOTERMS® in the version valid at the time of conclusion of the contract. Unless otherwise agreed in writing, the delivery of goods shall be FCA (Free Carrier – Incoterms® 2020) at our seat in Mülheim an der Ruhr/Germany.

4. Delivery periods and dates are only approximate unless we have expressly designated them as binding in writing. Binding delivery periods shall commence after receipt of all documents required for the execution of the order and, if applicable, timely provision of materials and agreed advance payments. Otherwise, agreed delivery periods shall commence on the date of our written order confirmation.

5. Delivery periods and deadlines shall be deemed to have been met if the goods have left our premises by the time they expire. If the goods cannot be dispatched on time through no fault of our own or are not called off by the customer on time, the deadlines and dates shall be deemed to have been met upon notification of readiness for dispatch.

6. If the customer is in default of acceptance or if the customer does not fulfil its obligations to cooperate or other ancillary obligations, such as the provision of documents, supplies, down payments or the like, in good time, we shall be entitled to extend agreed delivery periods and dates appropriately in accordance with the needs of our production and operational processes. In this case, originally agreed deadlines shall no longer apply, and in particular we shall not be in default of delivery. In addition, we shall be entitled to invoice the customer for the deliveries or services ordered.

7. In the event of default of acceptance or delay of our delivery for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lumpsum compensation amounting to 5% of the order value per calendar week or part thereof, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch. Proof of higher damages and our statutory claims (in particular for reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the above lump sum.

8. We shall not be liable for impossibility or delay in delivery or performance of services if this is caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, regardless of whether these occur in our company or in our sub-suppliers' company, mobilization, war, riot, strike, traffic accident, natural disasters, sabotage, serious illness of relevant employees, pandemic, epidemic, quarantine, border closures, lockdown, exit restrictions, official or sovereign interventions or similar events) for which we are not responsible. If such events make delivery or performance significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we are entitled to withdraw from the affected contract. In the event of hindrances of a temporary nature, the delivery or performance deadlines shall be extended, or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable restart period. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the affected contract by immediate written declaration to us.

9. Our delivery obligation is subject to correct and timely delivery by our own suppliers, unless we are responsible for incorrect or delayed delivery by our own suppliers. We do not assume any procurement risk.

10. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the customer is required. If we are in default, the amount of compensation due to default shall be limited to 1.0% for each full week of delay, up to a maximum of 5% of the value of the delayed part of the delivery. The customer reserves the right to prove that higher damages have been incurred. We reserve the right to prove that no damage at all or only significantly less damage has been incurred.

11. In the event of non-compliance with the delivery dates, the customer shall only be entitled to the rights under § 323 BGB (German Civil Code) if we are in default and he has set us a reasonable grace period for delivery, which - in this respect deviating from § 323 BGB (German Civil Code) - is linked to the declaration that he will refuse to accept the delivery after the expiry of the grace period. After the unsuccessful expiry of the grace period, the claim for fulfilment is excluded. The right of withdrawal shall only extend to the part of the contract that has not yet been fulfilled. Insofar as partial deliveries made are unusable or unreasonable for the customer, the customer shall also be entitled to withdraw from the contract with regard to these partial deliveries.

12. The customer shall not be entitled to any further rights due to our default Recourse to other bases for claims, in particular of a non-contractual nature, is excluded.

VI. Transfer of risk

Unless otherwise agreed, the risk shall pass to the customer in accordance with the agreed terms of delivery pursuant to INCOTERMS ® (Clause 5.3.). This shall also apply to partial deliveries.

VII. Retention of title; assignment of claims

1. The delivered goods shall remain our property (reserved goods) until all claims, in particular also the respective balance claims, to which we are

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entitled against the customer within the scope of the business relationship have been fulfilled.

2. Processing and treatment of the goods subject to retention of title shall be carried out for us as supplier or manufacturer within the meaning of § 950 BGB (German Civil Code), without any obligation on our part. The treated and processed goods shall be deemed reserved goods within the meaning of subpara. 1.

3. If the goods subject to retention of title are processed, combined or mixed with other goods by the customer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership expires as a result of processing, combining or mixing, the customer hereby assigns to us the property rights or rights of entitlement to which he is entitled with regard to the new stock or item to the extent of the invoice value of the reserved goods, in the case of processing in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used, and shall keep the reserved goods in safe custody for us free of charge. Our co-ownership rights shall be deemed to be reserved goods within the meaning of subpara. 1.

4. The customer may only resell the reserved goods in the ordinary course of business, under his normal terms and conditions and as long as he is not in default, provided that he agrees a reservation of title with his customer and that the claims arising from the resale are transferred to us in accordance with subparas. 5 and 6. The customer is not entitled to dispose of the reserved goods in any other way. The use of the goods subject to retention of title for the fulfilment of contracts for work and services and contracts which have as their object the delivery of movable items to be still manufactured or produced shall also be deemed a resale.

5. The customer's claims arising from the resale of the reserved goods are hereby assigned to us; if the resale claim is included in a current account, this shall also apply to the amount of the respective balance claims. Insurance claims of the customer in connection with the reserved goods are also assigned to us here and now. The assigned claims and insurance claims shall serve as security to the same extent as the reserved goods within the meaning of subpara. 1. We hereby accept the assignments.

6. If the goods subject to retention of title are resold by the customer together with other goods not supplied by us, the claims arising from the resale or the respective balance claims shall be assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. In the case of the resale of goods in which we have co-ownership shares in accordance with subpara. 3, the part of the claim corresponding to our co-ownership share shall be assigned to us. We hereby accept the assignment.

7. The customer is entitled to collect claims from the resale in trust until our revocation, which is permissible at any time. At our request, the customer shall be obliged to inform his customers immediately of the assignment to us - unless we do so ourselves - and to provide us with the information and documents required for collection.

8. Under no circumstances shall the customer be entitled to assign the receivables to other parties. This also applies to factoring transactions; the customer is also not permitted to do so on the basis of the authorization to collect. However, we are prepared to agree to factoring transactions in individual cases, provided that the countervalue finally accrues to the customer and the satisfaction of our claims is not jeopardized.

9. The customer must inform us immediately in writing of any seizure or other impairment of our reserved goods by third parties and must identify our reserved property as such.

10. If the value of the existing securities exceeds the secured claims by more than 10% in total, we shall be obliged to release securities of our choice at the request of the customer.

11. If the above rights of retention of title are not effective or not enforceable according to the law applicable in the area where the reserved goods are located, the security corresponding to the retention of title in this area shall be deemed agreed. The customer hereby assures us that he will take all necessary measures at his own expense and cooperate in such measures which are necessary to establish and maintain comparable rights or securities.

VIII. Acceptance

If and to the extent that an acceptance has been agreed, the following shall apply:

1. The subject matter of acceptance is the contractually agreed quality of the software and the hardware supplied, as well as the proper quality of the documentation. Hardware within the meaning of these terms and conditions refers not only to computer/IT hardware but also includes all physical delivery items. The prerequisite for acceptance is that we hand over the software, hardware, documentation, and all work results to the customer in full and notify him that the products are ready for acceptance.

2. Acceptance of the products takes place upon successful completion of the functional test. The functional test is successfully completed if the diagnostic and test programs or procedures developed by us for this purpose do not detect any errors in the products. If we install the products as agreed, we will carry out the functional test after delivery and installation of the products at the installation site. The customer is entitled to participate in the functional test. After the functional test has been completed, we shall notify the customer that the products are ready for operation.

3. In all other cases, the customer shall test the software, hardware, and functionality of the system immediately, but in any case, within 14 days of notification of readiness for acceptance. The scope of the test and any defects found shall be recorded by the customer and reported to us in writing without delay. We are obliged to remedy any defects reported immediately or to forward them to the manufacturer for rectification. The above sentence applies accordingly to partial acceptances. The obligation to accept the entire order remains unaffected by any partial acceptances.

4. Acceptance despite minor defects does not release us from our obligation to provide subsequent performance or rectification. A material defect shall be deemed to exist in particular if the system is not functional or is only functional with considerable restrictions. However, a defect shall not be deemed to exist if the results expected by the customer can already be achieved by changing the individual system settings ("customizing"). Once the documented material defects have been remedied, the customer shall declare acceptance in writing without delay.

5. The deliveries and services provided by us shall be deemed accepted if the customer does not provide us with a written list of defects within 14 days of notification of readiness for acceptance, in which we have pointed out the significance of the customer's failure to declare acceptance, or if the customer puts the system into productive operation.

6. Clause 9 (6) shall apply accordingly.

IX. Software

1. The customer is granted a simple, non-exclusive, non-transferable, non-sublicensable right of use for internal use with the products for which the software is supplied to proprietary software, third-party software (i.e., software developed by a software supplier independent of us), and the associated documentation and subsequent additions. All other rights to the software and documentation, including copies and subsequent additions, including the names and trademarks used for the software, as well as the industrial property rights and copyrights existing in the software and accompanying material, remain with us or the respective software supplier. If the originals bear a copyright notice, this notice must also be affixed to copies by the customer.

2. The functionality of the third-party software supplied by us corresponds to the manufacturer's information and specifications current at the time of conclusion of the contract. We do not assume any further warranty for the third-party software supplied.

3. The software, source code, technical documentation, and other information not accessible to the public constitute our trade secrets within the meaning of the German Trade Secrets Act (GeschGehG). The customer undertakes to treat these trade secrets as strictly confidential and to protect them from unauthorized access by third parties.

4. The customer is prohibited from (i) editing, modifying, expanding, or otherwise redesigning the software or parts thereof, (ii) circumventing or removing technical protection measures, (iii) perform reverse engineering, decompilation, disassembly, or other analysis measures, unless this is

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expressly permitted by law (§§ 69d, 69e UrhG). This also applies to attempts to replicate or redevelop the functionalities of the software.

5. Only those settings and configurations that are expressly enabled by the software for the contractual purpose are permitted. Such configurations do not constitute editing or modification of the software and do not establish any rights of the customer to the software.

6. The parties are aware that, in individual cases, it can be difficult to assess whether there is a defect in the contractually owed performance and, if so, whose area of responsibility this defect falls under. In order to bring about a quick and final clarification of such cases of doubt, the parties agree that in all cases in which the customer invokes an alleged defect but there is disagreement about the actual existence and responsibility for a defect, both parties shall jointly appoint an independent expert within 14 days of the date of the written notice of defect, who shall make a final assessment as to whether the performance provided by us is defective or not. If the expert determines that our performance is defective, the provisions in Section 10 (Warranty) shall apply. In this case, we shall bear the costs of appointing the expert. If, on the other hand, the expert determines that our performance is free of defects, the customer shall bear the costs of appointing the expert.

X. Warranty

1. The statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title (including incorrect and short deliveries as well as improper assembly/installation or defective instructions), unless otherwise specified below.

2. The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract, or which were made public by us (in particular in catalogues or on our internet website) at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 (3) BGB, German Civil Code). Our public statements shall take precedence over statements made by third parties.

3. In the case of goods with digital elements or other digital content, we are only obliged to provide and, if necessary, update the digital content if this is expressly stated in a quality agreement in accordance with paragraph (2). We accept no liability for public statements made by the manufacturer or other third parties in this regard.

4. References to standards and similar regulations as well as information on qualities, types, dimensions, weights and usability of the goods, information in drawings and illustrations as well as statements in advertising material are not assurances or guarantees unless they are expressly designated as such in writing. The same applies to declarations of conformity and associated marks such as CE or GS.

5. The customer alone shall bear the risks of suitability and use.

6. The existence of a defect of title shall be determined in accordance with § 435 BGB, German Civil Code.

7. The customer's warranty rights require that the customer has duly complied with its statutory duties of inspection and notification of defects and its duties under these terms and conditions. The customer is obliged vis-a-vis us to inspect each individual delivery immediately and in every respect for recognizable and typical deviations and to notify us in writing of any defects found immediately, but no later than five (5) days after delivery. Defects which are only discovered later despite the most careful inspection must be reported in writing immediately, but at the latest within five (5) days of discovery. In the case of goods intended for installation or other further processing, an inspection must always be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later point in time, we must be notified immediately in writing. If the customer fails to carry out the proper inspection and/or to duly report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, in particular, the customer shall have no claims for reimbursement of corresponding costs and expenses (”dismantling and installation costs”).

8. If there is a defect in the goods for which we are responsible, we shall, at our discretion, remedy the defect or supply a replacement. In the event of rectification of the defect, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the goods have been taken to a place other than the place of performance.

9. The customer shall give us the opportunity to determine the defect complained about and to inspect the goods complained about. Rejected goods must be returned to us immediately at our request; we shall bear the transportation costs if the complaint is justified. If the customer does not give us the opportunity to inspect the rejected goods or samples thereof despite a request to do so, he may not invoke defects in the goods. An unjustified request for rectification of defects shall entitle us to compensation if the customer could have recognized that there was no material defect had he carried out a due inspection.

10. We provide no warranty for material defects caused by unsuitable or improper use or storage of the goods by the customer or third parties, normal wear and tear, incorrect or negligent handling, nor for the consequences of improper modifications to the goods by the customer or third parties carried out without our consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.

11. If we sell used goods as agreed, this shall be done to the exclusion of any warranty for material defects.

12. There are no further claims due to the defectiveness of the goods. Recourse to competing bases for claims, in particular of a non-contractual nature, is excluded. Claims of the customer for reimbursement of expenses pursuant to § 445a para. 1 BGB (German Civil Code) are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB, German Civil Code).

13. Any claims of the customer due to the delivery of defective goods shall expire one (1) year after the statutory commencement of the limitation period. Claims for fraudulent and intentional breach of contract remain unaffected. Replacement delivery or rectification of defects shall not lead to new limitation periods.

XI. Limitation of liability

1. With the exception of liability under the Product Liability Act (ProdHaftG), due to fraudulent concealment of a defect, due to a guarantee that we have assumed for the quality of the goods or service or for damages resulting from culpable injury to life, limb or health, we shall only be liable to the customer for damages in the event of a breach of obligations arising from the contract concluded between us in accordance with the following provisions, without, however, waiving the statutory requirements for such liability.

2. We shall only be liable for the culpable breach of material contractual obligations and for the intentional or grossly negligent breach of other contractual obligations owed towards the customer. Material contractual obligations are those obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the customer regularly relies and may rely.

3. In the event of a simple negligent breach of material contractual obligations, our liability shall be limited to compensation for foreseeable, typically occurring damage.

4. Our liability shall be excluded in the event of simple negligent breach of other, i.e. non-material contractual obligations owed towards the customer.

5. The above limitations of liability shall also apply to breaches of duty by or for the benefit of persons whose fault we are responsible for in accordance with statutory provisions.

6. A change in the burden of proof to the detriment of the customer is not associated with the above limitations.

7. Without waiving any further claims on our part, the customer shall indemnify us without limitation against all claims of third parties which are asserted against us on the basis of product liability or similar provisions, insofar as the liability is based on circumstances which were caused, for example, by the use, marketing and advertising of the goods by the customer or other third parties without our express written consent.

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XII. Applicable law; place of jurisdiction; place of performance

1. The parties shall attempt to settle any disputes arising out of or in connection with the legal relationship between them immediately in good faith by way of negotiations. If the parties do not succeed in settling the arisen dispute through negotiation within 30 days after one party has requested the other party in writing to enter into negotiations, both parties shall have the right to take recourse to the ordinary courts of law.

2. The courts at our registered office shall have jurisdictions for all disputes arising from or in connection with the legal relationship between us and the customer. However, we may also sue the customer at its place of jurisdiction at our discretion.

3. The place of performance for all obligations arising from the contractual relationship with the customer shall be our registered office.

4. All legal relationships between us and the customer shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG)

XIII. Final provisions

1. There are no verbal or written collateral agreements.

2. Individual agreements and statements made in our written order confirmation shall take precedence over these terms and conditions. Amendments and additions to these terms and conditions through individual contractual agreements do not require any form. Otherwise, amendments or additions must be made in text form.

3. Should any provision of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these terms and conditions. The parties hereby agree to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic intent of the invalid provision. This shall also apply in the event of an unintended loophole.

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