General Terms and Conditions of Sale of Analyticon Biotechnologies GmbH

(as at 01.07.2022)

§ 1 Scope of Application

1.1. We conclude contracts with entrepreneurs (within the meaning of §§ 310 para. 1, 14 German Civil Code (BGB), legal entities under public law and special funds under public law for the supply of goods and the provision of services by us only on the basis of our General Terms and Conditions of Sale (GSC) as amended from time to time.

1.2. Our GSC also apply to future contracts entered into under the current business relationship with our supplier. Our GSC are at any time available on the internet for retrieval and download by the customer at www.analyticon-diagnostics.com. We will also send the GSC to the customer free of charge at any time on the customer's request. Foreign customers will be provided with our GSC in the applicable contract language with our offer and each order confirmation at the latest.

1.3. Any general terms and conditions of the customer are hereby rejected. We shall not be bound by any conflicting, deviating, supplementary or unilateral terms and conditions of business of the customer, even if we do not expressly reject them or provide or accept deliveries or services without reservation, even if they are incorporated in the customer's order, unless we have expressly agreed to their application in writing in an individual case.

§ 2 Conclusion of Contract, Contract Documents and Content

2.1. If the customer's order has been preceded by our offer, the contract is concluded upon the order being placed. If the customer's order deviates from our offer, the contract is concluded only upon our confirmation of the order. If our offer is made "without engagement and subject to change", we may freely revoke our offer until the order has been received by the customer.

2.2. If the customer submits an offer to us, the contract shall only be concluded upon receipt of our order confirmation or invoice or upon delivery of the goods to the customer. Our order confirmation or invoice is decisive for the scope and the content of the contract.

2.3. The supplier shall be bound to its offer for 4 weeks from our receipt of the offer.

§ 3 Prices, Price Adjustment, Payment

3.1. Our prices are ex works or warehouse (ex works Incoterms 2020) and do not include packaging, freight, postage, value insurance and transport insurance. The respective statutory value added tax shall be added. In the case of agreed foreign deliveries, the customer shall bear the customs duty including the costs resulting from customs clearance (such as the costs of a customs agent). Discounts, rebates or bonuses shall only be granted upon separate written agreement.

3.2. In the event that between the conclusion of the contract and delivery there is an increase in costs for which we are not responsible, in particular the costs of wages (e.g. due to collective bargaining decisions), primary materials, energy, freight or public charges including anti-dumping duties and/or countervailing duties imposed on us by the authorities after the conclusion of the contract, we may reasonably increase the agreed price in accordance with the influence of these cost factors without any mark-up, unless the customer sells the goods to a consumer.

3.3. Our claims become due on the earliest collection date stated in our notice of readiness for collection or, in the case of agreed delivery, upon delivery of the goods to the agreed destination, unless another payment date has been agreed in writing.

3.4. Payment has to be made in euros by remittance to the bank designated by us, without deduction and without charge of costs and expenses. If, due to a special written arrangement, payment is made in another currency, the decisive exchange rate is the EURO reference rate of the European Central Bank valid at the time of maturity.

3.5. Any periods for payment or discount periods granted by us run from the invoice date. Any agreed discount deductions are only admissible if our customer is not in default of payment of other claims arising from our business relationship. The cash discount applies only to the gross invoice value.

3.6. Payment is deemed timeous if the appropriate credit entry on our business account is made on time.

3.7. We reserve the right to use any incoming payments to satisfy the oldest invoice items due including any accrued interest and costs, and that in the following order: costs, interest, principal claim.

3.8. If the customer fails to make payment within two days after delivery of our notice of readiness for collection at the latest resp., if delivery to the customer has been agreed, within two days after delivery, the customer is deemed to be in default unless our invoice has been delivered to the customer before or any agreed time limit for payment has lapsed before. In these cases, the customer is already deemed to be in default if the customer fails to make payment within one day after delivery of the invoice resp. by the agreed time limit at the latest. In commercial business relationships we first charge interest from the due date (according to sec. 3.3) in the amount of 5 percentage points p.a. and from the time of the occurrence of default in the amount of 8 percentage points p.a. above the base interest rate valid at the time.

3.9. Any payment deadlines granted are deemed cancelled if we become aware of a substantial worsening of the financial situation of the customer or if, despite appropriate request, our customer provides no information or incorrect or incomplete information about his creditworthiness. In these cases, any outstanding claims fall due immediately to the extent that the customer is not entitled to any rights to refuse payment. Furthermore, we can exercise our rights arising from any lien or security interest created in our favour and we can make any outstanding deliveries dependent on the provision of adequate security or prepayment. If the customer refuses to provide this, we are entitled to withdraw from the contract to the extent that we have not yet fulfilled our obligations to perform, without the customer being entitled to deduce any rights from such withdrawal.

3.10. Bills of exchange and cheques will only be accepted if specifically agreed and will only be accepted on account of performance which means that the debt will only be deemed extinguished if the bill of exchange or cheque has actually been paid. Bills of exchange need to be discountable. Bill and discount expenses are borne by the customer; they are charged from the date when the invoice amount was due and are due immediately. The maturity date of the bill must not be later than 90 days from the invoice date.

3.11. The customer may only offset against our claims if its counterclaim is undisputed, has been recognised by us or has been legally established or exists ready for a decision or its claim originates from the same contractual relationship from which we derive our claim. The same applies to the assertion of a right to refuse performance or a right of retention. The customer may only assert a right of retention if we have not provided adequate security despite written request by the customer.

§ 4 Delivery, Passing of Risk, Delivery Times, Contractual Penalties and Liquidated Damages

4.1. The applicable term of delivery is delivery ex works (Incoterms 2010). The price risk and the performance risk are transferred to the customer with effect from the end of our usual business hours at the earliest collection date stated in our notice of readiness for delivery but in the case of an obligation to deliver a non-specific object which is characterised by general features (obligation in kind) only the said risks will only be transferred if we have actually separated the goods to be collected or delivered. The goods will only be dispatched if so agreed in writing, at the customer's risk.

4.2. Fix deadlines require our written confirmation. Partial deliveries in reasonable quantities are admissible.

4.3. Delivery times are valid as of the conclusion of the contract. They are based on our best discretion, but - unless otherwise agreed in writing - are not binding in any way. The start of the delivery time stated by us presupposes the clarification of all technical questions and execution details.

4.4. Delays in delivery due to extraordinary unforeseeable events occurring at our company or at our suppliers or service providers, such as industrial disputes, natural disasters such as floods, low or high water levels on waterways, pandemics, epidemics and the resulting governmental containment measures, acts of terrorism, governmental measures, in particular country embargoes, restrictions on goods, traffic disruptions and other adverse foreign trade measures, in particular in the Federal Republic of Germany, the European Union or the USA. Country embargoes, restrictions on goods, traffic disruptions, as well as other adverse foreign trade measures, in particular of the Federal Republic of Germany, the European Union or the USA, operational disruptions (e.g. fire, machine breakdown, shortage of raw materials or energy), obstruction of traffic routes, delays in import/customs clearance, riots, etc. shall release us from the obligation to deliver for as long as they last or fully in the event of impossibility, insofar as we are not responsible for the cause of the delay in delivery. If the delay in delivery lasts longer than six months, each contractual partner may withdraw from the contract; further claims are excluded.

4.5. Any grace period to be granted to us must be at least three weeks.

4.6. If and to the extent that we are unable to make deliveries because we are not supplied by our own suppliers, or not supplied in sufficient quantity, or supplied with defects, although we have concluded congruent covering transactions, we shall be released from our obligation to perform and may withdraw from the respective contract concerned. Our customer may, however, demand the delivery of the

defect-free quantity available at the agreed delivery date. We shall inform our customer of this. We shall reimburse our customer for any counter-performance already rendered. Our customer shall not be entitled to any further claims in such a case.

4.7. For contracts with continuous deliveries, we must be notified of call-offs and corresponding allocations of types for monthly quantities no later than 30 days before each partial delivery. If call-offs or allocations are not made in good time, we shall be entitled, after the futile expiry of a reasonable period to be set by us, to allocate the remaining delivery quantity ourselves at our reasonable discretion and to determine the delivery date or to withdraw from the part of the contract not yet fulfilled and to claim damages.

4.8. If an agreed contractual quantity is exceeded by the customer's call-offs, we shall be entitled to deliver the exceeding quantity at the daily price valid on the day of the call-off.

4.9. We do not accept any penalties for non-performance or improper performance and we do not accept any liquidated damages.

4.10. If dispatch is delayed by the customer, we may charge the customer storage costs amounting to 1% of the net order value for each month or part thereof, starting one month after the date stated in the notice of readiness for collection, unless higher costs are proven; except where the customer is not responsible for the delay. The customer reserves the right to prove lower damages. Further claims and rights remain reserved.

§ 5 Third-party Industrial Property Rights, Indemnification, own Industrial Property Rights

5.1. It is the sole responsibility of the customer to ensure that, on the basis of its specifications for the quality of the goods and their further processing, industrial property rights or other third party rights are not infringed in countries of the European Union, China or in countries to which the goods are delivered on behalf of the customer.

5.2. If claims are asserted against us by a third party due to an infringement of industrial property rights on the basis of a quality specification of our customer,

- we shall inform our customer of this without delay
- our customer shall indemnify us in full against all justified claims of third parties including reasonable costs of legal defence and/or prosecution upon first written request
- our customer shall, at its option and at its expense, either obtain for us a right of use for the relevant specifications or change the specifications in such a way that the industrial property right is not infringed, unless we are solely responsible for the infringement of the industrial property right.

5.3. Our further legal claims remain unaffected.

5.4. Our claims for infringement of industrial property rights or other defects of title shall become statute-barred 10 years after the transfer of risk.

5.5. We reserve all rights to any production equipment, illustrations, drawings, samples, brochures, calculations and other documents, including copyrights, trade mark rights, company rights and rights to know-how. They may not be made accessible to third parties, reproduced, distributed or used in any other way by our customer without our express written approval, and in particular may not be reproduced, copied, opened or disassembled (reverse engineering). This applies in particular to such documents which are marked as "confidential".

§ 6 Quality of the Goods, Warranty

6.1. Our quality management system is certified according to EN ISO 13485:2016. This does not constitute a quality agreement with regard to our products.

6.2. The goods are free of defects if they have the agreed quality at the time of transfer of risk. If the quality has not been agreed, the goods are free of defects if they are suitable for the intended use according to the contract. If there is no such use, the freedom from defects shall be determined according to the objective requirements pursuant to § 434 para. 3 German Civil Code (BGB).

6.3. We are only obliged to supply goods of average kind and quality, allowing for standard tolerances usual in trade as regards the kind, quantity, quality and packaging.

6.4. There shall be no legal claim to the delivery of goods originating in the European Union within the meaning of preferential customs regulations, unless such origin of goods has been expressly agreed.

6.5. We are entitled to make further developments to products and to supply the latest product in each case without informing the customer of this separately in advance, insofar as nothing to the contrary arises from mandatory statutory provisions.

6.6. The wear and tear of wear parts caused by operation does not constitute a defect and thus does not justify any warranty claims on the part of the customer. The same applies to defects that occur due to unsuitable or improper use, faulty assembly or commissioning of the delivered goods by the customer, in particular in the case of unsuitable operating materials, replacement materials or other unsuitable framework conditions.

6.7. The information contained in our brochures and catalogues, such as illustrations, drawings, weights and dimensions, are non-binding unless we have expressly designated them as binding.

6.8. The sale of used items shall be made to the exclusion of any warranty.

6.9. If there is a defect in a delivered good that has not been used, the customer is only entitled to demand subsequent delivery of the good. A rectification of defects is excluded, as this would regularly cause disproportionately high costs and the customer does not suffer any significant disadvantages due to the exclusion of the rectification of defects. At our discretion, we may also repair the goods instead of making a subsequent delivery.

6.10. Upon request, the customer shall immediately provide us with samples of the rejected goods or otherwise give us the opportunity to convince ourselves of the defect. Goods sent to us for inspection shall be stored for a maximum of three months from the date of forwarding of the factory report and then be disposed of unless the customer has expressly requested their return. If the customer has submitted the goods to us for inspection or the performance of rectification work due to alleged defects and if the inspection reveals that there is actually no defect, the customer shall reimburse the costs for the inspection of the goods including the shipping and packaging costs incurred.

6.11. If the supplementary performance fails or is not carried out within a reasonable period of time set to us, the customer may withdraw from the contract or reduce the purchase price. The customer shall only be entitled to claim damages due to defects in the goods under the conditions set out in section 8 of these GSC.

6.12. We shall only bear expenses in connection with subsequent performance insofar as they are reasonable in the individual case, in particular in relation to the purchase price of the goods. The costs of a subsequent performance (including the expenses required for this in the sense of § 439 para. 2 and 3 German Civil Code (BGB)) are disproportionate in the sense of § 439 para. 4 German Civil Code (BGB) in any case if they exceed one and a half times the purchase price of the defective goods.

6.13. The customer's right of recourse against us under § 445a para. 1 German Civil Code (BGB) is excluded unless we are responsible for the defect in the goods that caused the customer's expenses to be reimbursed by us or the end buyer is a consumer. § 445a para. 2 German Civil Code (BGB) is excluded unless the end buyer is a consumer.

6.14. The statutory duties of inspection and notification of defects pursuant to § 377 of the German Commercial Code (HGB) shall apply without restriction. The notice of defect is timely if it is received by us within a period of one working day. In the case of obvious defects, the period for notification of defects begins with the delivery of the complete goods at the place of destination; in the case of non-obvious defects, it begins at the time when the customer - or, in the case of a drop shipment, the customer's customer - has discovered the defect, whereby the timely dispatch of the written notification of defects is sufficient to meet the deadline. Defects are "obvious" if they become apparent during the incoming goods inspection under visual inspection including the delivery documents as well as during the quality control in the random sampling procedure. Initial sample releases by our customer do not release the customer from its inspection and notification obligations and also do not restrict these.

6.15. The warranty period shall be governed by 9.3, unless a case of section 6.16 or fraudulent intent exists; in these cases the statutory warranty periods shall apply.

6.16. If a claim is made against the customer by a consumer or its customer due to a defect in the delivered goods which was already present at the time of the transfer of risk and which was complained about by a consumer as the end user, the customer's statutory rights of recourse against us pursuant to §§ 478, 479 German Civil Code (BGB), in particular the limitation period of 5 years calculated from the delivery of the defective goods, shall remain unaffected.

6.17. Any assignment of warranty claims is only permitted with our prior written consent.

§ 7 Trade Marks and other Distinctive Signs, Documentation Requirements

7.1. The customer may not alter or otherwise misuse our trademarks and other distinctive signs and may not grant third parties rights of use or transfer rights thereto to third parties. In addition, the customer may not use any other trademarks and other signs for which there is a risk of confusion with our trademarks and other signs.

7.2. The customer shall not offer or supply preparations known as substitute products on the market using our trademarks and other distinguishing signs, or use the word "substitute" in connection with price lists, offers, etc.

7.3. For each individual culpable breach of the obligations under 7.2 above, we shall be entitled to demand payment from the customer of a contractual penalty to be determined by us at our reasonable discretion, which shall be subject to judicial review in the event of a dispute as to its appropriateness, unless the customer proves that we have suffered no or only minor damage as a result of the breach.

7.4. The payment of the contractual penalty shall not exclude the assertion of any claim by us for injunctive relief or for damages in excess thereof provided that corresponding evidence is furnished. The contractual penalty shall be offset against any possible damages.

7.5. If the customer resells products supplied by us, it must ensure that the batches supplied by us can be traced back to the consumer. The customer shall impose corresponding obligations on its resellers. Damages and expenses arising for us due to a culpable breach of these obligations shall be reimbursed by the customer.

§ 8 Liability

8.1. Claims for damages by the customer, irrespective of the legal cause, as well as any claims for reimbursement of futile expenses are excluded, unless the cause of the damage is based either on an wilful or grossly negligent breach of duty or on an at least negligent breach of a contractual duty, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer has relied and may have relied and the culpable non-fulfilment of which jeopardises the achievement of the purpose of the contract (essential contractual duty); in the latter case, the liability is limited to the amount of the damage foreseeable and typically occurring at the time of the conclusion of the contract. The amount of the customer's claim for damages shall be limited to the cumulative net turnover with our customer of the last 12 full calendar months preceding our breach of duty causing the customer's claim.

8.2. In the event of damage caused by delay, we shall only be liable in the case of slight negligence for up to 5% of the net invoice amount of the order affected by the delay.

8.3. We are not liable for any fault of our suppliers.

8.4. The above limitations of liability according to sections 8.1 to 8.3 also apply to the personal liability of our employees, representatives and bodies as well as to our vicarious agents.

8.5. The limitations of liability according to sections 8.1 to 8.4 do not apply to damages resulting from injury to life, limb, health or freedom, nor to liability under the German Product Liability Act (Produkthaftungsgesetz) nor to the extent that we have given a guarantee by way of exception.

§ 9 Limitation

9.1. In deviation from § 195 BGB, the regular limitation period for claims of the customer depending on knowledge shall be 18 months. The beginning of this period is determined by § 199 para. 1 German Civil Code (BGB).

9.2. In deviation from § 199 para. 3 no. 1 German Civil Code (BGB), the regular limitation period for claims of the customer, irrespective of knowledge, shall be five years beginning with the arising of the claim.

9.3. Notwithstanding sections 9.1 and 9.2, contractual claims for damages and claims for reimbursement of futile expenses of the customer based on a defect of the goods as well as the right to subsequent performance shall become statute-barred 12 months after the passing of risk. The limitation period for claims under a right of recourse pursuant to § 478 f. German Civil Code (BGB) shall remain unaffected.

9.4. Sections 9.1, 9.2 and 9.3 sentence 1 shall not apply in the event of an wilful or grossly negligent breach of duty or a breach of essential contractual obligations (cf. Section 8.1) as well as in the cases specified in Section 8.5. The statutory limitation periods shall apply in these cases.

9.5. Our claims for payment and interest shall become statute-barred after five years, unless a longer period is stipulated by law.

§ 10 Extended and Prolonged Retention of Title

10.1. We retain title to the delivered goods (“goods subject to retention of title”) until our claims against the customer have been satisfied in full (“secured claims”) and all cheques and bills of exchange have been paid. Secured claims comprise any and all current and future claims from the business relationship with the customer, including any claims for payment of the balance in the context of a current account.

10.2. The customer is obliged to carefully keep the goods subject to retention of title, to maintain and repair them at the customer’s expense and to take out at the customer’s expense a new value insurance policy to the extent usually applicable in the case of a diligent businessman to insure the goods against loss and damage, and to provide us upon request with evidence demonstrating such insurance cover without undue delay by submission of a written confirmation by the insurer. The customer hereby assigns to us any future claims to insurance benefits and we accept this assignment.

10.3. The customer processes the goods subject to retention of title on our behalf. We become the owner of the new items. The processing, mixing and combination of the goods subject to retention of title with other goods is also deemed to be executed for us on our behalf. We become co-owners of, and share title to the new item so created, in the proportion of the invoice value of the goods subject to retention of title to the invoice value of the other goods. In case our goods are combined or mixed with a principal item which does not belong to us, the customer hereby assigns by way of security to us any future rights to the principal item and we hereby accept this assignment. New items and principal items in terms of this section 10.3 are also deemed to be subject to retention of title.

10.4. The customer is entitled to dispose of the goods subject to retention of title in the regular course of business for as long as the customer is not in default of payment. This does not apply if and to the extent that the customer and his purchasers have agreed on a prohibition of assignment as regards the customer’s claims for purchase price or work remuneration. The customer is not entitled to pledge the goods which are subject to retention of title, to transfer title to them by way of security or otherwise encumber or put a lien on them. The customer is not allowed either to assign his claims from the resale of the goods subject to retention of title in order to have them collected by way of factoring unless the customer irrevocably agrees with the factor that the consideration has to be provided or paid directly to us to the extent that there are secured claims.

10.5. In the case of the resale of the goods subject to retention of title, the customer is obliged to safeguard our rights to an extent which is equivalent to the amount of the secured claims if and to the extent that this is appropriate in the regular course of business. This can be ensured by the customer making the transfer of title to the goods sold by the customer to his purchaser dependent on the full payment of such goods.

10.6. If the customer sells the goods which are subject to retention of title, the customer is deemed to thereby assign by way of security to us in the amount of the secured claims any future claims against the customer’s purchasers or third parties arising from the resale (including any claims for payment of a balance in the context of a current account) including any and all security interest, liens and ancillary rights including any claims arising from bills of exchange and cheques. We hereby accept this assignment. If the goods subject to retention of title are sold together with other items at an overall price, the assignment is limited to the proportionate partial amount of the customer’s invoice for the goods subject to retention of title. If goods are sold of which we have become co-owners according to section 10.3, the assignment is limited to such part of the claim which corresponds to our co-ownership share.

10.7. The customer is entitled to collect for us on the customer own behalf, in his own name and for his own account the claims assigned to us in accordance with section 10.2 and 10.6 if and to the extent that we do not revoke this authorization. This is without prejudice to our right to collect the assigned claims ourselves. However, we will not collect the assigned claims.

10.8. In the case of default or a substantial worsening of the customer’s financial situation or any other breach of duty by the customer other than a minor one, the customer agrees, subject to the provisions of § 107 subs. 2 German Insolvency Act (InsO) to surrender the goods subject to retention of title. This obligation exists regardless of a withdrawal or the granting of a grace period. The customer already now permits us to enter the customer’s premises for the purpose of collecting the goods. We are entitled to resell any surrendered goods in the regular course of business and to deduct the costs of realization as well as our other claims against the customer from the obtained proceeds. The goods subject to retention of title are taken back by way of security only; this may only be deemed to constitute a withdrawal from the contract if this is explicitly declared in writing. When determining the remuneration for the use of, or fruits obtained from the goods in the case of a withdrawal, it is necessary to take into account the reduction in value which has meanwhile occurred.ourselves nor will we revoke the customer’s authorization to collect the

claims if and for as long as the customer is not in default of payment and the customer's financial situation has not substantially changed for the worse. In such a case, the customer is obliged to provide us with all information and documents which are necessary to assert the assigned claims.

10.9. The customer is obliged to inform us without undue delay about any execution initiated by third parties which is levied upon the goods subject to retention of title or upon the claims assigned to us or on any other security, disclosing at the same time all information required for an intervention; this also applies to any other impediments of any kind whatsoever. If and to the extent that the third party is unable to reimburse us for the judicial or extra-judicial costs incurred by us in this connection, the customer will be liable for such costs.

10.10. We undertake to release the security to which we are entitled according to the preceding provisions at the customer's request to the extent that the value which can be realized from the security exceeds 110%, or the estimated value of the goods subject to retention of title exceeds 150% of the claims to be secured. It is our responsibility to choose the goods which have to be released. The realizable value is the value which can be obtained from the realization of the goods subject to retention of title at the time of our decision on the request for release in the case of a (hypothetical) insolvency of the customer. The estimated value is the market price of the goods subject to retention of title at the aforesaid point in time.

10.11. If and to the extent that the retention of title should be ineffective according to the foreign law of the country where the goods subject to retention of title are located, the customer will be obliged to provide equivalent security upon our request. If the customer fails to comply with such request, we may claim immediate payment of all outstanding invoices.

§ 11 Compliance

11.1. Our customer undertakes to comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety and to observe the principles of the United Nations Global Compact.

§ 12 Confidentiality

12.1. "Confidential information" within the meaning of the following confidentiality obligation shall be business secrets within the meaning of § 2 No. 1 German Business Secrets Protection Act (GeschGehG), even if no appropriate protective measures within the meaning of § 2 No. 1 lit. b German Business Secrets Act (GeschGehG) have been taken as well as all information (including data, records, documents, drawings, samples, technical components and know-how) which is/was made available to the customer's bodies, employees, consultants or other third parties working for the customer within the framework of this contract and the negotiations for this contract, in particular about our company, our suppliers, our production processes, our price calculation, etc., and which is marked as confidential or which by its nature requires confidentiality. Whether and on which carrier medium the confidential information is embodied is irrelevant; in particular, oral information is also included.

12.2. Our client is obliged to keep the Confidential Information strictly confidential and not to disclose or make it available to third parties without our written consent. Our client shall take appropriate precautions to protect the Confidential Information, but at least those precautions with which it protects particularly sensitive information about its own business and shall take appropriate secrecy measures within the meaning of § 2 para. 1 no. 2 lit. b GeschGehG.

12.3. Our customer is not entitled to use Confidential Information disclosed by us for any purpose other than for the purpose of the respective performance of the contract. In particular, our customer shall not be entitled to reproduce, reconstruct, open or disassemble (reverse engineer) any samples received or any other corresponding information. This prohibition ends as soon as the product, sample or other Confidential Information in question has been made publicly available.

12.4. The afore-mentioned confidentiality obligations of the customer do not apply to information with regard to which the customer can prove that

- we have given our prior written consent to the disclosure or use by the customer in the specific individual case;
- the information was manifest and evident prior to the confidentiality obligation;
- the customer obtained the information from a third party prior to the confidentiality obligation or thereafter without contravening the provisions of this confidentiality obligation that the third party has, in either case, lawfully obtained possession of the information and the disclosure does not constitute a violation of a confidentiality or non-disclosure agreement that is binding for such third party; or
- the customer is obliged by law or by any applicable stock exchange regulations or by an enforceable order issued by a competent court or authority to disclose Confidential Information.

12.5. This confidentiality obligation comes into force upon conclusion of the respective contract and ends five years after termination of the business relationship.

§ 13 Proof of Export, Export Licence, Confirmation of Receipt, Export, Reimport

13.1. If a customer who is domiciled outside the Federal Republic of Germany (external customer) or its agent collects goods and transports or dispatches them, our customer shall provide us with the necessary proof of export for tax purposes. If this proof is not provided, the customer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany on the invoice amount.

13.2. The sale, resale and disposition of the deliveries and services as well as any associated technology or documentation may be subject to German, EU, US export control law and, if applicable, the export control law of other countries. A resale to embargoed countries or to blocked persons or to persons who use or can use the deliveries and services for military purposes, for NBC weapons or for nuclear technology is subject to approval. With the order, the customer declares conformity with such laws and regulations and that the deliveries and services will not be delivered directly or indirectly to countries to which the import of these goods is restricted or prohibited. The customer declares that it will obtain all necessary licences for the export or import.

13.3. For each tax-free delivery of goods from Germany to another EU member state, our customer is obliged pursuant to § 7a and § 17c of the German VAT Implementing Regulation (Umsatzsteuerdurchführungsverordnung) to provide us with proof of the actual arrival of the goods (confirmation of receipt). The proof shall be provided on a form provided by us. If this proof is not provided, our customer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany in relation to the previous (net) invoice amount.

13.4. Goods intended for export to territories outside the common market of the European Economic Community must be exported. Goods exported to these territories may not be re-imported into the territory of the common market.

§ 14 Place of Performance, Jurisdiction, Applicable Law

14.1. The place of performance for the customer's payment obligation is our registered office in Lichtenfels, Germany. The place of performance for all other contractual obligations is the factory or warehouse commissioned by us with the delivery or the place from which we dispatch the goods.

14.2. The exclusive place of jurisdiction for all disputes arising from commercial transactions with merchants within the meaning of the German Commercial Code (HGB) and legal entities under public law for which the local court does not have exclusive jurisdiction is Coburg for both parties (§ 38 German Code of Civil Procedure (ZPO)). This also applies to bill of exchange and cheque proceedings. We may also sue our customer at its general place of jurisdiction. For proceedings which are exclusively assigned to the local courts, the local court of Korbach shall have jurisdiction.

14.3. The contractual language is English. The English text shall therefore be authoritative in each case. This also applies to these terms and conditions and also if the customer is a foreigner or has its registered office abroad or we have provided it with a translation in another language.

14.4. The substantive law of the Federal Republic of Germany shall apply to the exclusion of all references to other legal systems and international treaties. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG, UN Sales Convention) is excluded.

§ 15 Severability

15.1. If individual provisions of these GCS or of the delivery transaction are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions or other parts of such clauses. The invalid clause shall be replaced by a provision which corresponds as closely as possible to the purpose of this clause and is effective.

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