

Burkhard Baumsteigtechnik

GmbH & Co. KG

General Terms and Conditions (B2B)

GENERAL TERMS AND CONDITIONS OF BURKHARD BAUMSTEIGTECHNIK GMBH & CO. KG

TABLE OF CONTENTS

1. Scope, Contracting Parties and Definitions
2. Conclusion of Contract and Language of the Contract
3. Delivery Terms and Transport Damage
4. Prices and Terms of Payment
5. Liability for defects
6. Liability for damage
7. Limitation period
8. Force majeure
9. Retention of title
10. Processing of goods in accordance with the buyer's specifications
11. Use of the seller's content and the buyer's processing and modification of the goods
12. Final Provisions

1. SCOPE, CONTRACTING PARTIES AND DEFINITIONS

- 1.1. The following General Terms and Conditions (hereinafter "GTC") of Burkhard Baumsteigtechnik GmbH & Co. KG, represented by its general partner Burkhard Verwaltungs-GmbH, which is in turn represented by the managing directors Martin Burkhard and Ulrich Distel, Im Dornbusch 2, 69123 Heidelberg, Germany (hereinafter referred to as the "seller"), apply to all contracts and/or the supply of movable goods (hereinafter "goods") to businesses (hereinafter "buyer", collectively also "parties"), irrespective of whether the seller manufactures the goods itself or purchases them from suppliers (Sections 433, 650 of the German Civil Code (BGB)).
- 1.2. The seller's General Terms and Conditions apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the buyer shall only form part of the contract if and to the extent that the seller has expressly agreed to their validity. This requirement for consent applies in all cases, for example even if the buyer refers to its own general terms and conditions in the context of the order and the Seller does not expressly object to this.
- 1.3. A business is, pursuant to Section 14 of the German Civil Code (BGB), a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the course of their commercial or self-employed professional activity. Businesses within the meaning of these General Terms and Conditions also include public authorities, public bodies, institu-

tions, foundations, legal persons under public law or special funds under public law which, at the time of concluding the contract, act exclusively under private law. The seller does not enter into contracts with consumers, Section 13 of the German Civil Code (BGB).

- 1.4. Prior to the conclusion of the contract, the seller may require the buyer to provide sufficient proof of their status as a business, e.g. by providing a VAT registration number, a business registration certificate or an extract from the commercial register. The data required for proof of identity must be provided by the business in full and truthfully.
- 1.5. Unless otherwise agreed between the parties, these General Terms and Conditions, in the version valid at the time of the buyer's order or, in any event, in the version most recently communicated to the buyer in writing, shall apply as a framework agreement also to future contracts of the same nature, without the seller being required to refer to them again in each individual case.
- 1.6. Individual agreements (e.g. framework supply contracts, quality assurance agreements, deviating terms of delivery) and details set out in the seller's order confirmation shall take precedence over these General Terms and Conditions. This applies in particular to:
 - Deviating Incoterms (e.g. CPT, CIF, DDP)
 - Deviating currencies (e.g. USD)
 - Deviating payment terms
 - Deviating delivery times
 - Deviating minimum order quantities

In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract is concluded.

- 1.7. Legally relevant declarations and notifications by the buyer relating to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction of the purchase price) must be made in writing. 'In writing' for the purposes of these General Terms and Conditions includes written and text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular where there are doubts as to the legitimacy of the person making the declaration, remain unaffected.

2. CONCLUSION OF THE CONTRACT AND LANGUAGE OF THE CONTRACT

- 2.1. The seller's quotations, including price lists, catalogues

and other product descriptions, are subject to change and non-binding; they do not constitute binding offers in the legal sense, but merely an invitation to the buyer to make an offer. The seller reserves all rights of ownership and copyright in its quotations, catalogues, technical documentation (e.g. drawings, plans, calculations, price lists), other product descriptions and documents – including those in electronic form. The buyer must obtain the seller's express written consent before passing on the offers and/or other documents to third parties.

- 2.2. Prices quoted in price lists are subject to prior sale and subject to the availability of the goods. The seller is entitled to amend prices in price lists at any time without prior notice. The prices valid at the time of order confirmation shall be decisive for the conclusion of the contract.
- 2.3. The order for the goods shall be deemed a binding offer to enter into a contract. Unless otherwise stated in the order, the seller is entitled to accept the buyer's offer to enter into a contract within the reasonable acceptance period specified by the seller in the offer, following receipt by the seller.
- 2.4. Acceptance takes place either
- by the seller sending the buyer a declaration of acceptance (e.g. by means of an order confirmation) in writing or in text form (e.g. by letter or email), in which case the decisive point in time is the receipt of the declaration of acceptance by the buyer, or
 - by delivering the ordered goods to the buyer, in which case the date on which the goods are received by the buyer shall be decisive, or
 - by the seller requesting payment from the buyer following the submission of the buyer's order.
- If several of the aforementioned alternatives apply, the contract is concluded at the time when one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins to run on the day after the buyer sends the offer. The period ends upon the expiry of the reasonable acceptance period specified by the seller in the offer, which follows the dispatch of the offer. If the seller does not accept the buyer's offer within the aforementioned period, this shall be deemed a rejection of the offer, with the consequence that the buyer is no longer bound by their declaration of intent.
- 2.5. The seller may specify minimum order quantities, which shall be set out in the order confirmation or price list. The seller may, at its own discretion, reject orders below these minimum quantities or accept them on different terms.
- 2.6. The contract is concluded in German or English. In the event of any discrepancies between the German and English versions of these General Terms and Conditions, the German version shall prevail, unless expressly agreed otherwise.

3. DELIVERY TERMS AND TRANSPORT DAMAGE

- 3.1. Delivery is ex works Münsingen (EXW Münsingen, Incoterms 2020), which is also the place of performance for the delivery and any subsequent performance. At

the buyer's request and expense, the goods shall be dispatched to another destination (sale by delivery). Unless otherwise agreed between the parties, the seller is entitled to determine the method of shipment (in particular the carrier, route of dispatch and packaging) at its own discretion. Different delivery terms (e.g. CPT, CIF, DDP) may be agreed on a case-by-case basis and shall be specified in the order confirmation.

- 3.2. The risk of accidental loss and accidental deterioration of the goods passes to the buyer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, passes to the buyer as soon as the goods are handed over to the forwarding agent, the carrier or any other person or organisation designated to carry out the shipment. Where acceptance has been agreed, this shall be decisive for the passing of risk. Furthermore, the statutory provisions of the law governing contracts for work and services shall apply accordingly to any agreed acceptance. The handover or acceptance shall be deemed to have taken place even if the buyer is in default of acceptance.
- 3.3. The delivery period shall be agreed individually or specified by the seller upon acceptance of the order. Unless otherwise agreed, the delivery period shall be 12 weeks from the conclusion of the contract and receipt of the advance payment (in the case of payment in advance) or from the conclusion of the contract (in the case of payment on account).
- 3.4. Whether the seller is in default of delivery is determined in accordance with the statutory provisions. In any event, however, a reminder from the buyer is required. If the seller is in default of delivery, the buyer may claim lump-sum compensation for the loss caused by the delay. The flat-rate compensation for each full calendar week of delay shall amount to 0.5% of the net price (delivery value), but shall not exceed a total of 5% of the delivery value of the goods delivered late. The seller reserves the right to prove that the buyer has suffered no loss at all or only a loss substantially less than the above flat-rate amount.
- 3.5. If the seller is unable to meet binding delivery deadlines for reasons beyond their control (unavailability of the goods), the seller shall inform the buyer of this without delay and, at the same time, notify them of the expected new delivery deadline. If, despite all reasonable efforts on the part of the seller, the goods are still unavailable within the new delivery period, the seller is entitled to withdraw from the contract in whole or in part; the seller shall immediately refund any consideration already paid by the buyer. In particular, the goods shall be deemed unavailable if the seller's suppliers fail to deliver to the seller on time or in accordance with the terms, provided that the seller has entered into a corresponding covering transaction and neither the seller nor its suppliers are at fault.
- 3.6. If the buyer is in default of acceptance, fails to cooperate, or if the seller's delivery is delayed for other reasons for which the buyer is responsible, the seller is entitled to claim compensation for the resulting loss, including additional expenses (e.g. storage costs). The right to prove greater damage and the seller's statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected. The buyer is entitled to prove that the seller

has suffered no damage at all or only significantly less damage.

4. PRICES AND TERMS OF PAYMENT

- 4.1. Unless otherwise agreed in individual cases, the prices in EUR current at the time the contract is concluded shall apply, ex works Münsingen (EXW), plus statutory VAT.
- 4.2. Other currencies (e.g. USD) may be agreed in individual cases and will be specified in the order confirmation.
- 4.3. In the case of sale by delivery, the buyer shall bear the transport costs from the warehouse or factory and the costs of any transport insurance requested by the buyer. Any customs duties, import duties, fees, taxes and other public levies shall in all cases be borne by the buyer, irrespective of the agreed delivery terms (Incoterms). This also applies where the seller, in accordance with the agreed delivery terms, bears the transport costs to the destination.
- 4.4. For international deliveries, the final transport costs are not calculated until the consignment is ready for dispatch and are communicated to the buyer in the pro forma invoice (in the case of payment in advance) or in the invoice. The buyer agrees to the transport costs being invoiced separately.
- 4.5. Alternative terms (e.g. CPT, CIF, DDP in accordance with Incoterms 2020) may be agreed on a case-by-case basis and will be specified in the order confirmation. Irrespective of the agreed delivery terms, the buyer shall in all cases bear all customs duties, import charges, taxes and other public levies. This also applies if, in accordance with the agreed delivery terms, the seller bears the transport costs to the destination.
- 4.6. If there is a period of more than four (4) months between the conclusion of the contract and the agreed delivery date, the seller is entitled to adjust the price in accordance with the following provision. A price adjustment is permissible if the Seller's costs for the manufacture and/or procurement of the goods have increased or decreased by more than 3 per cent due to objective circumstances. Objective circumstances include, in particular:
- a) Changes in the cost of materials (aluminium, steel, carbon, leather, textiles)
 - b) Changes in labour costs and ancillary labour costs
 - c) Changes in energy costs
 - d) Changes in statutory levies (taxes, customs duties, environmental levies)
 - e) Changes in exchange rates (in particular EUR/USD)
- The price adjustment shall be based on the Producer Price Index for Industrial Products (Federal Statistical Office, Specialist Series 17, Series 2) or a comparable official index. The new price is calculated as follows:
New price = Original price × (Index on the delivery date / Index on the date of conclusion of the contract). The seller is obliged to notify the buyer of the price adjustment in writing (e.g. by email) no later than four (4) weeks before the agreed delivery date. The notification must include:

- a) The original price
- b) The new price
- c) The basis for the calculation (index values with source references)
- d) A reference to the buyer's right of withdrawal

The buyer is entitled to withdraw from the contract if

- a) the price increase exceeds 20 per cent of the originally agreed price, or
- b) the price adjustment is unreasonable for the buyer for other reasons.

The right of withdrawal must be exercised in writing vis-à-vis the seller within two (2) weeks of receipt of the notification of the price adjustment. If the buyer does not exercise the right of withdrawal within the specified time limit, the price adjustment shall be deemed to have been accepted. If the seller's costs decrease by more than 3% in accordance with the above criteria, the seller is obliged to reduce the price accordingly. Paragraphs 3 and 4 shall apply accordingly. A price adjustment is excluded if the seller is in default of delivery.

- 4.7. If, in the case of a sale by delivery, the carrier returns the dispatched goods to the seller because delivery to the buyer was not possible, the buyer shall bear the costs of the unsuccessful dispatch. This shall not apply if the buyer is not responsible for the circumstance that led to the impossibility of delivery, or if the buyer was temporarily prevented from accepting the service offered, unless the seller had given the buyer reasonable prior notice of the service.
- 4.8. The purchase price is due and payable within 14 days, without any discount, from the date of invoicing and delivery or acceptance of the goods. However, the seller is entitled at any time, even within the context of an ongoing business relationship, to make a delivery, in whole or in part, only against advance payment. The seller shall declare such a reservation at the latest upon confirmation of the order.
- 4.9. In the case of new customers, the seller is entitled to require payment in advance for the first two orders. Once the first two orders have been fully processed, the standard terms of payment set out in clause 4.8 shall apply.
- 4.10. Upon expiry of the above payment period, the buyer shall be in default. Interest shall be charged on the purchase price at the applicable statutory rate of interest for late payment during the period of default. The seller reserves the right to claim further damages arising from the default. In dealings with businesses, the seller's claim to commercial interest on overdue payments (Section 353 of the German Commercial Code (HGB)) remains unaffected.
- 4.11. The buyer shall only be entitled to rights of set-off or retention in so far as their claim has been legally established or is undisputed. This restriction on the right of set-off shall not apply if the monetary claim put forward for set-off arises from a claim on the basis of which the buyer could also retain or could have retained the goods. The buyer is entitled to a right of retention only to the extent that their counter-claim is based on the same contractual relationship and is undisputed or has been established by a final and binding judgement. In

the event of defects in the delivery, the buyer's counter-claims remain unaffected.

- 4.12. If, after the conclusion of the contract, it becomes apparent (e.g. through an application to open insolvency proceedings) that the seller's claim to the purchase price is at risk due to the entrepreneur's inability to pay, the seller is entitled, in accordance with the statutory provisions, to refuse performance and – where applicable, after setting a deadline – to withdraw from the contract (Section 321 of the German Civil Code (BGB)). In the case of contracts for the manufacture of non-replaceable goods (bespoke items), the seller may declare withdrawal immediately; the statutory provisions regarding the dispensability of setting a deadline remain unaffected.
- 4.13. Where delivery is made to countries outside the European Union, additional costs may arise in individual cases. These costs shall be borne by the buyer unless the seller is responsible for them. Such costs may include, amongst other things, taxes, customs duties and other public levies, as well as costs for money transfers via credit institutions (e.g. transfer fees, exchange rate charges).

5. LIABILITY FOR DEFECTS

- 5.1. The statutory provisions shall apply to the buyer's rights in the event of material defects and defects of title (including incorrect or short deliveries), unless otherwise specified below.
- 5.2. Notwithstanding Section 438(1)(3) of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one (1) year from delivery. Where acceptance has been agreed, the limitation period begins upon acceptance.
- 5.3. If the goods delivered are defective, the seller may initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering goods free from defects (replacement). If the method of subsequent performance chosen by the seller is unreasonable for the buyer in the specific case, the buyer may reject it. The seller's right to refuse subsequent performance under the statutory conditions remains unaffected.
- 5.4. The seller is entitled to make the provision of subsequent performance conditional upon the buyer paying the purchase price due. The buyer is, however, entitled to withhold a portion of the purchase price commensurate with the defect.
- 5.5. The basis of the seller's liability for defects is, above all, the agreement reached regarding the quality and the intended use of the goods (including accessories and instructions). An agreement on quality in this sense includes all product descriptions and manufacturer's specifications that form part of the individual contract or that were publicly disclosed by the seller (in particular in catalogues or on the website) at the time the contract was concluded.
- 5.6. Where no agreement has been made regarding the quality, the question of whether or not a defect exists shall be assessed in accordance with the statutory provisions (Section 434(3) of the German Civil Code

(BGB)). The seller accepts no liability for public statements made by the manufacturer or other third parties (e.g. advertising claims).

- 5.7. The seller shall generally not be liable for defects of which the business was aware at the time the contract was concluded or of which it was unaware due to gross negligence (Section 442 of the German Civil Code (BGB)). Furthermore, the buyer's claims for defects are subject to the business having fulfilled their statutory obligations to inspect the goods and give notice of defects (Sections 377, 381 of the German Commercial Code (HGB)). If a defect becomes apparent upon delivery, during inspection or at any later point in time, this must be reported to the seller in writing without delay. In any event, obvious defects must be notified in writing within ten (10) working days of delivery, and defects not detectable upon inspection must be notified in writing within the same period from the date of discovery. If the business fails to carry out a proper inspection and/or to give notice of defects, the seller's liability for defects that have not been notified, or have not been notified in good time or in the proper manner, is excluded in accordance with the statutory provisions.
- 5.8. If a reasonable period to be set by the buyer for subsequent performance has expired without result, or if such a period is dispensable under the statutory provisions, the buyer may, in accordance with the statutory provisions, withdraw from the contract of sale or reduce the purchase price. However, there is no right of withdrawal in the case of a minor defect.
- 5.9. The above limitations and shortened time limits do not apply to claims arising from damage caused by the seller, their legal representatives or vicarious agents:
- in the event of injury to life, limb or health
 - in the event of a breach of duty committed with intent or through gross negligence, or fraudulent concealment of a defect
 - for goods which have been used in accordance with their normal intended use in a building and have caused its defectiveness
 - in the event of a breach of essential contractual obligations (cardinal obligations)
 - within the scope of a guarantee separately agreed between the parties
 - insofar as the scope of application of the Product Liability Act applies.
- 5.10. The buyer's claims for damages or reimbursement of wasted expenditure (Section 284 of the German Civil Code (BGB)) shall, even in the event of defects in the goods, only arise in accordance with Clause 6 of these General Terms and Conditions.

6. LIABILITY FOR DAMAGES

- 6.1. The seller shall be liable for damages – irrespective of the legal basis – under the principle of fault-based liability in cases of wilful misconduct and gross negligence. In cases of simple negligence, the seller shall be liable, subject to statutory limitations on liability (e.g. due care in its own affairs; minor breach of duty), only

- for damage resulting from injury to life, limb or health,
- for damage resulting from a breach of a fundamental contractual obligation (an obligation the fulfilment of which is essential for the proper performance of the contract and on the observance of which the buyer regularly relies and is entitled to rely); in this case, however, the Seller's liability is limited to compensation for the foreseeable, typically occurring damage.

- 6.2. The limitations of liability arising from paragraph 6.1 shall also apply in relation to third parties and in the event of breaches of duty by persons (including for their benefit) for whose fault the seller is liable under statutory provisions. They shall not apply where a defect has been fraudulently concealed or a guarantee as to the quality of the goods has been given, nor shall they apply to claims by the business under the Product Liability Act.
- 6.3. In all other respects, the Seller's liability is excluded.
- 6.4. In the event of a breach of duty that does not constitute a defect, the buyer may only withdraw from the contract or terminate it if the seller is responsible for the breach of duty. The buyer's right to terminate the contract at will (in particular pursuant to Sections 650 and 648 of the German Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

7. LIMITATION PERIOD

The above limitation periods under sales law also apply to the buyer's contractual and non-contractual claims for damages arising from a defect in the goods, unless the application of the standard statutory limitation period (Sections 195 and 199 of the German Civil Code (BGB)) would result in a shorter limitation period in the individual case. Claims for damages by the buyer pursuant to clause 6.1 and under the Product Liability Act are subject exclusively to the statutory limitation periods.

8. FORCE MAJEURE

- 8.1. The seller shall not be liable in cases of force majeure. Cases of force majeure include all events that were unforeseeable and unavoidable at the time the contract was concluded, as well as events which, even if foreseeable, lie beyond the parties' control. These include, in particular: natural disasters, fire, epidemics, pandemics, and outbreaks (provided they have been declared by the World Health Organization (WHO) or a government ministry, or a risk level of at least 'moderate' has been determined by the Robert Koch Institute), war or war-like conditions, civil unrest, revolution, blockades, orders issued by public authorities or the government, fundamental changes in the law, sabotage, strikes, and lockouts. Difficulties in procuring raw materials and other materials, or supply bottlenecks, shall only be deemed force majeure if they are attributable to one of the aforementioned events and the seller proves that it had concluded a corresponding hedging transaction with its supplier and that neither it nor its supplier is at fault.
- 8.2. In the event of force majeure affecting the performance of the contract, the seller shall be entitled to extend its delivery dates and deadlines depending on the scope

and duration of the event of force majeure and, in the event of prolonged delays, to withdraw from the contract in whole or in part, without the buyer being entitled to a right of withdrawal or being able to assert any claims for damages against the seller arising therefrom. The seller shall not be deemed to be in default for the duration of the justified extension of the delivery dates and deadlines.

- 8.3. In the event of a force majeure event, the seller is obliged to inform the buyer immediately, but at the latest within 14 days of becoming aware of it, in writing or in text form (by letter or email), of the occurrence of the force majeure event and the consequences of the resulting impairment of performance.
- 8.4. Both parties are obliged to do everything within their power and that is reasonably expected of them to minimise the damage.

9. RETENTION OF TITLE

- 9.1. The seller retains title to the goods sold until full payment has been made of all present and future claims of the seller arising from the contract of sale and any ongoing business relationship (secured claims).
- 9.2. The goods subject to retention of title may neither be pledged to third parties nor transferred as security until the secured claims have been paid in full. The buyer must notify the seller immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. through attachment) seek to seize the goods belonging to the seller.
- 9.3. In the event of the buyer's breach of contract, in particular failure to pay the purchase price when due, the seller is entitled, in accordance with statutory provisions, to withdraw from the contract and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not in itself constitute a declaration of withdrawal; rather, the seller is entitled merely to demand the return of the goods and to reserve the right to withdraw from the contract. If the buyer fails to pay the purchase price due, the seller may only assert these rights if the seller has previously set the buyer a reasonable deadline for payment without success, or if setting such a deadline is not required under the statutory provisions.
- 9.4. The buyer is authorised, until further notice, to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
- 9.5. The retention of title extends to the full value of any products created through the processing, mixing or combining of the goods, whereby the seller is deemed to be the manufacturer. If, following processing, mixing or combining with goods belonging to third parties, the third parties' right of ownership remains in force, the seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods.
- 9.6. The business hereby assigns to the seller, by way of security, all claims against third parties arising from the resale of the goods or the resulting product, either in full or to the extent of any co-ownership share. The seller

accepts the assignment.

- 9.7. The buyer remains authorised, alongside the seller, to collect the claim. The seller undertakes not to collect the claim so long as the buyer meets its payment obligations towards the seller, there is no impairment of its ability to pay, and the seller does not assert the retention of title by exercising a right in accordance with clause 9.3.
- 9.8. If the realisable value of the security exceeds the seller's claims by more than 10 per cent, the seller shall, at the buyer's request, release security of its choice.

10. PROCESSING OF GOODS IN ACCORDANCE WITH THE BUYER'S SPECIFICATIONS

- 10.1. Where, in addition to the delivery of goods, the parties have also contractually agreed on the processing of the goods in accordance with the buyer's specific specifications (e.g. private-label products with customer-specific logos, company markings or designs), the buyer is obliged to provide all content required for the processing (texts, images, graphics, logos, company markings, etc.) in the file formats, formatting, image and file sizes specified by the seller. The buyer further undertakes to grant the seller the necessary rights of use for this purpose. The buyer is solely responsible for procuring the content and acquiring the necessary rights to it. Insofar as the buyer provides content to the seller, the buyer warrants that they are authorised to transfer and use the aforementioned content. In particular, the buyer is responsible for ensuring that the transfer and use of the content do not infringe any third-party rights, in particular copyright, trade mark rights and personality rights.
- 10.2. Insofar as third parties may assert claims against the seller arising in connection with an infringement of their rights through the seller's contractual use of the buyer's content, the buyer is obliged to indemnify the seller and its employees or agents against such third-party claims. Section 254 of the German Civil Code (BGB) (contributory negligence) remains unaffected. The buyer shall inform the seller without delay if third parties assert claims against the seller that fall under the above indemnity obligation, and shall, insofar as is possible under the circumstances of the individual case, give the seller the opportunity to defend against the claim asserted. The buyer is obliged to provide the seller without delay with all information available to them regarding the relevant facts, in a complete, truthful and prompt manner, in writing or text form (by letter or email). Any further claims by the seller remain unaffected. Furthermore, the buyer undertakes to bear all legal costs incurred by the seller in connection with claims made by third parties, insofar as these are necessary and reasonable. This includes, in particular, all court and legal fees at the statutory rates. The buyer shall not be required to bear these costs if the buyer is not responsible for the infringement.
- 10.3. Insofar as the content provided by the buyer contravenes applicable law, the rights of third parties, public morality, or statutory or regulatory prohibitions, the seller may refuse the relevant processing orders, even after the contract has been concluded. A breach shall be deemed

to have occurred in particular if the buyer provides content that is anti-constitutional, racist, xenophobic, discriminatory, offensive, harmful to young people and/or glorifies violence.

11. USE OF SELLER'S CONTENT AND PROCESSING AND MODIFICATION OF THE GOODS BY THE BUYER

- 11.1. The seller shall provide the buyer with promotional materials, product images, texts, graphics, technical data sheets and other content (hereinafter "seller's Content"). The buyer is entitled to use the seller's content solely for the purpose of marketing the goods purchased from the seller, in particular for product listings in online shops, catalogues, promotional materials and social media channels.
- 11.2. The buyer undertakes to use the seller's Content truthfully, in full and without alteration. Any alteration, editing or falsification of the seller's Content is prohibited without the seller's prior written consent. In particular, the buyer is obliged:
- a) to reproduce product descriptions, technical specifications and safety instructions in full and without alteration
 - b) Not to make any false or misleading statements about the products
 - c) not to advertise the products for purposes for which they are not intended
 - d) to publish all warnings and safety instructions provided by the seller
 - e) not to use the seller's content in any way that is likely to damage the reputation of the Seller or its products.
- 11.3. All copyright, trade mark and other intellectual property rights in the seller's content remain with the seller. The buyer acquires only a simple, non-exclusive, non-transferable right of use for the duration of the business relationship. Upon termination of the business relationship, the right of use shall lapse and the buyer is obliged to cease using the seller's content immediately and to remove it from all media.
- 11.4. The buyer shall be liable for any damage incurred by the seller or third parties (in particular end customers) as a result of incorrect, incomplete or misleading product information. The buyer shall indemnify the seller against all claims by third parties arising from the buyer's unlawful, incorrect or non-contractual use of the seller's content. This includes, in particular, product liability claims, warranty claims and claims for damages arising from incorrect product information.
- 11.5. The buyer is entitled to process, modify or combine the goods purchased from the seller with other components in the ordinary course of business, in particular to manufacture customer-specific product variants. This includes, in particular, the combination of base models with the seller's spare parts to produce other model variants, as well as the assembly of components in accordance with the instructions and training materials provided by the seller.
- 11.6. The buyer undertakes to use only the seller's original

spare parts and components when processing and modifying the goods, and to strictly adhere to the technical instructions, assembly instructions and quality standards provided by the seller. The buyer is obliged to attend relevant training courses offered by the seller, where such courses are available.

- 11.7. The seller shall not be liable for defects, damage or malfunctions attributable to improper processing, modification or assembly by the buyer. This applies in particular to:
- a) assembly errors on the part of the buyer or its employees
 - b) The use of unsuitable components or components not approved by the seller
 - c) Deviations from the seller's technical specifications and installation instructions
 - d) Improper storage or handling of the goods prior to installation
 - e) Lack of or insufficient training of the installation personnel.
- 11.8. The buyer shall indemnify the seller against all claims by third parties (in particular end customers) arising from faulty processing, modification or assembly by the buyer. This includes, in particular:
- a) Product liability claims arising from installation errors
 - b) Warranty claims arising from faulty installation
 - c) Claims for damages arising from accidents or injuries attributable to assembly errors
 - d) All costs of legal proceedings and defence, including solicitors' fees and court costs
- 11.9. The buyer is obliged to take out adequate product liability insurance with a sum insured of at least EUR 5,000,000 for personal injury and EUR 500,000 for property damage, and to provide the seller with proof of this upon request.
- 11.10. The buyer undertakes to market modified or combined products only by indicating that a modification has been made and to clearly state that the modification was not carried out by the seller. The buyer must not pass off modified products as the seller's original products.
- 11.11. The seller reserves the right to revoke the authorisation to process and modify the products if the buyer breaches the above obligations or if the quality of the modified products does not meet the seller's standards.

12. FINAL PROVISIONS

- 12.1. Any assignment by the buyer of claims arising from the contract concluded between the parties requires the prior written consent of the seller. This does not apply to undisputed or legally established monetary claims.
- 12.2. These General Terms and Conditions and the contractual relationship between the parties shall be governed by the law of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

- 12.3. If the buyer is a business within the meaning of the German Commercial Code (Handelsgesetzbuch), an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal person governed by public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Heidelberg. In all cases, the seller is also entitled to bring an action at the place of performance of the obligation under these General Terms and Conditions or under a prior individual agreement, or at the buyer's general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.
- 12.4. Should any individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the relevant statutory provision.