

GENERAL TERMS AND CONDITIONS

of

DAS Environmental Expert GmbH as

of September 2024

§ 1

Scope of application

1. These general terms and conditions shall apply to the business relationship with enterprises in accordance with §14 BGB, legal persons under public law and public law special funds (hereinafter referred to jointly as "customers") in order to regulate the order, delivery and service transactions of **DAS Environmental Expert GmbH** (hereinafter referred to as "**DAS and/or we/us**") in the course of its worldwide business activities.
2. The following terms and conditions (hereinafter referred to as "GTC") shall apply exclusively to the business relationship with customers, including for information and consulting. Once these GTC have been established in a business transaction with the customer, they shall be valid for all further business relationships between the customer and DAS, unless expressly agreed otherwise in writing.

DAS shall only recognise deviating terms and conditions of the customer if it has expressly agreed to them in writing or in text form. Silence on the part of DAS with regard to such deviating terms and conditions shall not be construed as recognition or consent, not even in the case of future contracts.

These GTC shall apply in place of any terms and conditions of purchase of the customer even if these stipulate that acceptance of an order shall be deemed to constitute the unconditional acceptance of the terms and conditions of purchase, or even if DAS delivers after the customer has informed DAS of the drafting of its general terms and conditions of purchase, unless DAS has expressly waived the validity of these GTC. By accepting DAS's order confirmation, the customer shall expressly acknowledge that it waives any legal objections derived from the terms and conditions of purchase.

3. Should framework contracts or individual contracts be concluded between DAS and the customer, these shall have priority. They shall be supplemented by these terms and conditions, unless more specific provisions have been concluded therein.
4. Insofar as reference is made to claims for damages in the following, this shall also include claims for reimbursement of expenses within the meaning of § 284 of the German Civil Code (BGB).

§ 2

Information/consulting/product and service features

1. Information and explanations regarding the products and/or services of DAS shall be provided solely on the basis of previous experience. The values stated in these shall be regarded as average values for the products and services.
2. Notwithstanding § 434 BGB, the object of delivery shall be deemed to be free from material defects if it has the features agreed in the contractual specification, or, in the absence thereof, the features listed in our technical data sheet at the time of contract conclusion, and is suitable for the contractually stipulated purpose. § 434 Para. 2 No. 3 and Para. 3 No. 4 and § 434 Para. 3 No. 2 letter b) as well as § 434 Para. 3, last paragraph (seller is not bound by public statements) shall remain unaffected. In the absence of any

express agreement to the contrary, we shall not be liable for any further properties of the object of delivery, in particular (i) the usual quality that buyers may expect from goods of this type, (ii) the suitability for customary use, (iii) the quality of a sample or model.

3. Insofar as DAS provides instructions for use, these shall be drafted with the care customary in the industry, but shall not release the customer from the obligation to examine the products carefully with regard to their suitability for the purpose intended by the customer.
4. DAS shall only assume an obligation to provide consultation with regard to the products and/or services expressly by virtue of a separate written consultancy contract.

§ 3

Sample copies/documents and data provided/models/quotations

1. The features of models or sample copies shall only become part of the contract if this has been expressly agreed. The customer shall not be authorised to use or pass on models.
2. DAS shall reserve all property rights and copyrights to models, illustrations, drawings, data, quotations and other documents relating to products and services. The customer shall undertake not to make the models, data and/or documents referred to in the previous sentence available to third parties without the express written consent of DAS. The customer shall return them to DAS upon request if no order is placed based on them.

The provisions of Paragraphs 1 and 2 shall apply accordingly to documents, drawings or data of the customer; however, DAS may make these available to third parties to whom deliveries and/or services which are the subject matter of the contract with the customer are legitimately assigned or whom DAS employs as vicarious agents.

If the aforementioned models, data and/or documents are not returned to DAS within seven calendar days of receipt of a request, DAS shall be entitled to charge the customer for them on the basis of the then current price lists for such goods and items.

§ 4

Contract conclusion/scope of supply and services/procurement risk and guarantee

1. All offers made by DAS shall be non-binding unless they are expressly marked as binding or expressly contain binding commitments or their binding nature is otherwise expressly agreed. They shall be an invitation to the customer to place an order and not a binding offer on our part.

The customer shall be bound to its order as a contract request for 14 calendar days after receipt of the order by DAS, unless the customer has to regularly expect a later acceptance by DAS (§ 147 of the German Civil Code (BGB)).

In the event of a positive entry of the customer in official embargo directories or violations of relevant embargo provisions by the customer, DAS shall be entitled to terminate the contract initiation without liability and to withdraw without liability from the part of the contracts concluded with the customer that has not yet been fulfilled.

2. Even in day-to-day business transactions, a contract shall only be concluded when DAS confirms the customer's order in writing or in text form (i.e., also by fax or email). The order confirmation may be replaced by an invoice in the event of delivery or service within the binding period. Our order confirmation shall only be valid on condition that any

outstanding payments of the customer have been settled and that a credit check of the customer carried out by us and a possible check for a negative export control entry in a relevant embargo list carried out by us do not reveal any negative information.

3. Upon confirmation of the contract, DAS shall be entitled to procure material for the entire order and to manufacture the entire order quantity immediately or to stock the entire order quantity. Therefore, once the order has been placed, no change requests from the customer may be considered unless expressly agreed in writing.
4. The customer shall notify DAS in writing of any special requirements for the products in due time prior to contract conclusion. Such notifications shall not, however, extend the contractual obligations and liability of DAS.
5. DAS shall only be obliged to deliver from its own inventory (obligation to deliver from existing stock).
6. The assumption of a procurement risk or a procurement guarantee in accordance with § 276 BGB shall not be based solely on the obligation to deliver an item that is defined only by its type. DAS shall only assume a procurement risk pursuant to § 276 BGB by virtue of an express, separate agreement.
7. If the customer delays acceptance or fails to provide the necessary cooperation, DAS shall be entitled to demand compensation for the resulting damage, including the associated expenses. For this, DAS shall charge a lump-sum compensation of 10% of the net price of the goods in question for each completed calendar week, however up to a maximum of 50% of the net remuneration of the goods not accepted on time, starting from the delivery deadline or, if otherwise agreed, from the date of acceptance. If the customer fails to accept the delivery within six weeks of the aforementioned deadline, DAS shall be entitled to withdraw from the entire contract or, at its discretion, from the part of the contract not yet fulfilled.

This shall not affect the right to prove higher damages or other statutory claims. The lump sum shall be offset against further claims for damages. The customer shall be entitled to prove that DAS has suffered no loss at all or only a significantly lower loss (more than 10%) than the above lump sum.

8. If the scope of supply includes software, the customer shall be granted a non-exclusive right to use the software supplied, including its documentation. It shall be provided for use on the object of delivery intended for this purpose. The software may not be used on more than one supplied system. The customer may only copy, revise or translate the software to the extent permitted by law (§§ 69 ff of the German Copyright Act (UrhG)).

The customer shall undertake not to remove manufacturer information - in particular copyright notices - or to change them without the prior express consent of DAS. All other rights to the software and the documentation, including copies, shall remain with DAS or the software supplier.

The customer may not grant sub-licences.

§ 5

Delivery/default in delivery/packaging

1. Binding delivery dates and deadlines shall be expressly agreed in writing. DAS shall endeavour to meet any non-binding or approximate (circa, about, etc.) delivery dates and deadlines to the best of its ability.

2. Delivery and/or service periods shall commence upon the customer's receipt of the order confirmation, but not before all details of the execution of the order have been clarified and all other requirements to be fulfilled by the customer have been met, in particular, agreed advance payments or securities have been paid in full by the customer. The same shall apply to delivery and service dates. If the customer requests changes after placing an order, a new, reasonable delivery or service period shall commence upon confirmation of the change by DAS.
3. Deliveries may be made and/or services may be provided before expiry of the delivery/service time. The date of delivery in the case of an obligation to be performed at DAS's place of business shall be the date on which the goods are reported as ready for shipment, otherwise the date on which the products are shipped. In the case of an obligation to be performed at the customer's place of business, it shall be the date of delivery at the agreed place of delivery.
4. If DAS is in default of delivery, the customer shall first set DAS a reasonable grace period for performance of at least 14 calendar days unless this is unreasonable. If this period elapses without result, claims for damages for breach of duty, for whatever reason, shall only exist as stipulated in § 12.
5. DAS shall not be in default as long as the customer is in default with the fulfilment of obligations towards DAS, including those arising from other contracts.
6. If DAS receives a request to adjust the contractually agreed delivery deadline ("notice of postponement") for a current order for reasons for which DAS is not responsible and which lie within the customer's sphere of responsibility, DAS shall examine the economic and logistical reasonableness of the change for DAS without the customer being entitled to consent to the change. If the adjustment of the delivery deadline is reasonable for DAS and DAS agrees to the customer's notice of postponement, the customer shall pay additional remuneration in accordance with the applicable completion progress. The date of receipt of the notice of postponement by DAS shall be decisive. The additional remuneration in the respective process steps shall be as follows:
 - Production of delivery not yet started: 5%;
 - Production of delivery already started: 10%, or
 - Production already complete and delivery ready for dispatch: 25%
 of the net purchase price for the goods affected by the postponement.

Once DAS agrees to the postponement of the delivery deadline, the customer shall also be obliged to immediately pay at least 50% of the total purchase price to DAS as a down payment. Once the postponement has ended, the remaining payment instalments shall be made as agreed, taking into account the special payment.
7. If the request for adjustment of the delivery deadline is technically or logistically unreasonable for DAS and DAS informs the customer of this, DAS shall be entitled, in the event that the customer insists on the request to change the delivery deadline, to withdraw, at its discretion, from the entire purchase contract in question or only from the part thereof that has not yet been fulfilled.
8. As long as the means of transport to be provided by the customer are not available, DAS shall not be obliged to deliver, unless DAS has undertaken to provide the means of transport or an obligation to be performed at the customer's place of business has been agreed. However, DAS shall be entitled to make the delivery using its own or hired means of transport if the shipping or make-and-hold order can be executed. In this case, the goods shall be transported at the customer's risk.

9. If a collection date to be confirmed by DAS is not specified in the order, or if acceptance does not take place on the agreed collection date, DAS shall dispatch the contractual goods with a commissioned carrier. The packaging, transport and insurance costs shall be charged to the customer.
10. Upon acceptance of goods, the responsibility for the proper disposal of the associated packaging shall pass to the customer at its own expense, and the customer shall undertake to dispose of it in accordance with the relevant regulations. The customer shall exempt DAS from its manufacturer-related obligation to take back transport containers, auxiliary materials and packaging of all kinds, in particular transport packaging in accordance with § 15 Para. 1 of the German Packaging Act (VerpackG), insofar as the customer culpably breaches the aforementioned disposal obligation. § 254 BGB (contributory negligence) shall remain unaffected.

§ 6 Cancellation

1. If DAS receives a notice of cancellation of a current order for which DAS is not responsible, the customer shall be obliged to pay a cancellation fee in accordance with the applicable delivery progress. Receipt of the notice of cancellation by DAS shall be decisive. The cancellation fee in the respective process steps shall be as follows:
 - Production of delivery not yet started: 5%;
 - Production of delivery already started: 10%, or
 - Production completed and delivery ready for dispatch: 50%

of the net price for the goods affected by the cancellation.
2. In addition, DAS shall be entitled to claim further costs, in particular material costs, warehousing costs, costs for engineering services as well as service costs already incurred against proof, insofar as these exceed the cancellation fee. The lump sum shall be offset against further claims for damages.

§ 7 Force majeure/own deliveries

1. If, for reasons for which DAS is not responsible, DAS does not receive deliveries or services from its subcontractors for the provision of a contractually owed delivery or service despite proper and adequate stocking in terms of quantity and quality under the delivery and service agreement with the customer, or if they are incorrect or not received in due time, or if events of force majeure of significant duration (i.e., of longer than 14 calendar days) occur, DAS shall inform the customer in good time in writing or in text form. In this case, DAS shall be entitled to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract, provided that DAS has complied with the above information obligation and has not assumed a performance guarantee or a procurement risk (within the meaning of § 276 BGB). Force majeure shall include strikes, lockouts, official interventions, wars, pandemics and epidemics, natural disasters, currency and trade restrictions, sanctions, energy and raw material shortages, transport bottlenecks through no fault of DAS, operational hindrances through no fault of DAS - e.g., due to fire, water and damage to machinery - and any other obstructions which, when considered objectively, were not culpably caused by DAS.
2. If a delivery and/or service date or a delivery and/or service period has been bindingly agreed and if the agreed delivery

and/or service date or the agreed delivery and/or service period is exceeded as a result of events pursuant to § 7 No. 1, the customer shall be entitled to withdraw from the contract for the part not yet fulfilled after a reasonable grace period has elapsed without result. The customer shall have no further claims, especially claims for damages, in such cases.

3. The above provision pursuant to § 7 No. 2 shall apply accordingly if, for the reasons stated in § 7 No. 1, even without a contractual agreement of a fixed delivery and/or service date, the customer cannot be objectively expected to continue to adhere to the contract.

§ 8 Dispatch/transfer of risk/acceptance

1. Unless otherwise agreed in writing, delivery shall be made ex works Incoterms® 2020.
2. In the event of a deviating agreement on delivery, DAS shall reserve the right to choose the route and means of transport. However, DAS shall endeavour to take into account the customer's wishes with respect to the route and type of dispatch. Any additional costs incurred as a result (e.g. transport and insurance costs) shall be borne by the customer, even if freight-paid delivery has been agreed.
3. The risk of loss or accidental deterioration shall pass to the customer when the products to be delivered are handed over to the customer, the forwarding agent, the carrier or other companies entrusted with the shipment, but at the latest when the products leave the factory or warehouse or the DAS branch office. The above shall also apply if an agreed partial delivery is made.
4. If the shipment is delayed because DAS exercises its right of retention due to the customer's default in payment in whole or in part, or due to any other reason for which the customer is responsible, the risk shall pass to the customer at the latest from the date on which the notification is sent to the customer stating that the delivery is ready for shipment and/or the service is ready to be performed.

If acceptance is required, this shall be decisive for the transfer of risk. The acceptance shall be carried out immediately on the acceptance date, alternatively after the supplier sends a notification stating that the delivery/service is ready for acceptance. The customer may not refuse acceptance in the event of a minor defect. If the customer uses the object of delivery commercially for more than 14 calendar days, acceptance shall be deemed to have taken place.

§ 9 Notice of defects/breach of duty in the form of defective performance due to material defects (warranty)

1. The customer shall notify DAS in writing of obvious material defects immediately, but no later than 12 calendar days after collection in the case of delivery ex works, otherwise after delivery, and of hidden material defects immediately after discovery, but no later than within the warranty limitation period according to § 9 No. 7. Failure to give notice of defects in due time and/or form shall exclude any claim by the customer for breach of duty due to material defects. This shall not apply in the event of a wilful, grossly negligent or fraudulent act on our part, in the event of injury to life, limb or health or the assumption of a guarantee for the absence of defects, a procurement risk pursuant to § 276 BGB or in the event of other mandatory statutory liability circumstances, in particular in the event of a claim under the Product Liability Act and in the event of a right of recourse in

the supply chain (§§ 478, 445a BGB). § 377 of the German Commercial Code (HGB) shall also apply.

2. Material defects identifiable at the time of delivery shall also be notified to the delivering transport company and the customer shall arrange for the transport company to record the defects on site in writing or in text form. The complaint shall be confirmed in writing or in text form by the transport company. Failure to give notice of defects to the transport company in due time or failure of the transport company to confirm the defects in due form shall also exclude any claim by the customer for breach of duty due to material defects. This shall not apply in the event of a wilful, grossly negligent or fraudulent act on our part, in the event of injury to life, limb or health or the assumption of a guarantee for the absence of defects, the assumption of a procurement risk pursuant to § 276 BGB or in the event of another mandatory statutory liability circumstance, in particular in the event of a claim under the Product Liability Act and in the event of a right of recourse in the supply chain (§§ 478, 445a BGB).

If defects in number and weight were already recognisable at the time of delivery in accordance with the above inspection obligations, the customer shall notify DAS of these defects upon receipt of the products. Failure to give notice of defects in due time shall exclude any claim by the customer for breach of duty due to material defects. No. 2 Sentence 2 shall apply accordingly.

3. When processing, treatment, combining or mixing with other items begins, the delivered products shall be deemed to have been approved by the customer according to the contract. The same shall apply in the event of onward shipment from the original destination, insofar as this does not correspond to the usual use of the delivered goods.
4. The customer shall notify us immediately in writing or in text form of any other breaches of duty on our part before asserting any further rights, setting a reasonable period for remedy, otherwise the customer shall forfeit the rights arising therefrom. This shall not apply in the event of a wilful, grossly negligent or fraudulent act on our part, in the event of injury to life, limb or health or the assumption of a guarantee or a procurement risk pursuant to § 276 BGB or in the event of a mandatory statutory liability circumstance, in particular the Product Liability Act.
5. DAS shall remedy unjustified complaints and defects, for which the customer is responsible, on behalf of and at the expense of the customer.
6. Insofar as the breach of duty does not exceptionally relate to a work performance by DAS, withdrawal shall be excluded if the breach of duty is insignificant.
7. Unless expressly agreed otherwise, the limitation period for claims arising from breach of duty due to defective performance in the form of material defects (warranty claims) shall be 12 months, calculated from the date of risk transfer, in the case of the customer's refusal of receipt or acceptance, from the date of receipt of our notification stating that the goods are ready to be handed over to the customer. This shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of § 276 BGB, claims due to injury to life, limb or health, a fraudulent, intentional or grossly negligent act on our part, or if a longer limitation period is mandatory in the cases of §§ 478, 445a, § 438 Para. 1 No. 2 and § 634a Para. 1 No. 2 BGB or if a longer limitation period is otherwise stipulated by law. There shall be no connection between the reversal of the burden of proof and the above provision.
8. If the customer or a third party carries out improper repairs, DAS shall not be liable for the resulting consequences. The same shall apply to any modifications made to the object of delivery without the prior consent of DAS.

9. Further claims of the customer due to or in connection with defects or consequential damage caused by defects, for whatever reason, shall only exist subject to the provisions of § 9 No. 10 and 11.
10. The warranty (claims arising from breaches of duty due to defective performance in the form of material defects) and the resulting liability shall be excluded unless defects and the associated damage are demonstrably due to defective material, defective design, faulty execution or defective instructions for use. In particular, the warranty and the resulting liability shall be excluded for the consequences of incorrect or excessive use or exceptional wear and tear of the products.
11. Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded if the expenses increase because the object of delivery has subsequently been taken to a place other than the customer's branch office, unless the transfer is in accordance with its intended use. § 439 Para. 3 BGB shall remain unaffected.
12. Claims based on defects shall not exist in the event of only insignificant deviations from the agreed or customary quality or usability.
13. Breaches of duty in the form of material defects shall always be acknowledged in writing.
14. We shall assume guarantee only if DAS has designated a property and/or a performance outcome as "*guaranteed by law*" in writing.

§ 10

Prices/terms of payment/defence of uncertainty

1. All prices shall be quoted in EUR net excluding packaging, freight and insurance costs, plus value added tax to be borne by the customer at the legally prescribed rate, insofar as the latter is applicable.
2. Unless otherwise agreed, services not included in the agreed scope of supply shall be charged on the basis of the applicable general price lists.
3. DAS shall be entitled to unilaterally adjust the agreed remuneration appropriately if the producer price index for commercial products in the month of delivery is five index points higher than that in the month in which the contract was concluded. The data sources to be used are the publications of the German Federal Statistical Office. The price increase to be applied shall correspond to the increase in the producer price index in the month of delivery in relation to the month in which the contract was concluded.
4. If, by way of exception, DAS bears the freight costs in accordance with the contract, the customer shall bear the additional costs resulting from increases in freight rates after the conclusion of the contract.
5. Unless otherwise agreed, invoices shall be payable without deduction within 14 calendar days of the invoice date.
6. In the event of non-payment, the customer shall be in default of payment, even without a reminder, within 15 calendar days of receipt of the invoice in the case of an obligation to dispatch and obligation to be performed at the customer's place of business, and within 15 calendar days of receipt of the notice of readiness for delivery by DAS in the case of delivery ex works.

7. In the event of default, default interest shall be charged at a rate of 9% above the base rate of the European Central Bank at the time the payment is due. The right to claim further damages shall remain reserved.
 8. The date of payment shall be the date on which the money is received by DAS or credited to the account of DAS or to the account of the paying agent specified by DAS.
 9. If payment terms are not adhered to or circumstances become known or identifiable which, in the reasonable commercial judgement of DAS, give rise to justified doubts about the customer's creditworthiness, including such facts which already existed at the time of contract conclusion but which were not known or need not have been known to DAS, DAS shall, in such cases, be entitled without prejudice to any further statutory rights, to cease further work on current orders or to stop deliveries and to demand advance payments or the provision of appropriate, customary securities - e.g., in the form of a bank guarantee from a German credit institution affiliated to a deposit protection fund - for outstanding deliveries and, after the unsuccessful expiry of a reasonable grace period for the provision of such securities, to withdraw from the contract without prejudice to further statutory rights. The customer shall be obliged to compensate DAS for all damages caused by the non-performance of the contract.
 10. The customer shall have a right of retention or set-off only with respect to those counter-claims that are not disputed or have been recognised by declaratory judgement, unless the counter-claim for set-off is in synallagma (i.e., in a relationship of reciprocity between two performances in the contract concluded with us) with our claim and is based on the breach by us of a principal obligation arising from the contractual relationship with us.
 11. If the customer fails to return bank guarantees and/or sureties received from DAS in due time, the customer shall reimburse DAS for all costs and burdens incurred by DAS from the date of default of return. § 254 BGB (contributory negligence) shall remain unaffected.
- to retention of title shall only constitute a withdrawal from the contract if DAS expressly declares this in writing or if mandatory legal provisions provide for this. The customer shall inform DAS immediately in writing of any access by third parties to goods subject to retention of title or claims assigned to DAS.
4. If the value of the securities existing for DAS in accordance with the above provisions exceeds the secured claims by more than 10% in total, DAS shall be obliged to release securities of its choice at the customer's request.
 5. Goods subject to retention of title shall be treated and processed for DAS as manufacturer, but without obligation on the part of DAS. If the goods subject to retention of title are processed or combined inseparably with other items that do not belong to DAS, DAS shall acquire co-ownership of the new item in the ratio of the invoice value of the goods to the invoice values of the other processed or combined items. If goods of DAS are combined with other movable items to form a uniform item that is deemed the principal item, the customer shall hereby transfer co-ownership thereof to DAS in the same ratio. The customer shall maintain the ownership or co-ownership for DAS free of charge. The resulting co-ownership rights shall be deemed goods subject to retention of title. The customer shall be obliged at any time at DAS's request to provide DAS with the information required to pursue the ownership or co-ownership rights.
 6. If, in the case of our deliveries to the customer or to the agreed transfer point abroad, certain measures and/or declarations are required on the part of the customer in the importing country in order for the above-mentioned retention of title or the other rights specified therein to be effective, the customer shall notify us of this in writing or in text form immediately after conclusion of the contract and take such measures and/or make such declarations immediately at its own expense. We shall cooperate on this to the required extent. If the law of the importing country does not permit retention of title, but allows us to reserve other rights to the object of delivery, we may exercise all rights of this nature at our reasonably exercised discretion (§ 315 BGB). If equivalent security for our claims against the customer is not achieved by this, the customer shall be obliged to immediately provide us, at its own expense, with a payment guarantee from a German credit institution affiliated to a credit protection fund, under exclusion of the right to anticipatory action and deposit in accordance with German law and with place of jurisdiction in the Federal Republic of Germany. § 315 III BGB (application for judicial review and adjustment) shall remain unaffected.

§ 11 Retention of title/lien

1. DAS shall retain title to all goods delivered (hereinafter collectively referred to as "goods subject to retention of title") until all claims arising from the business relationship with the customer, including future claims arising from contracts concluded at a later date, are settled. This shall apply in particular if the delivery is in the customer's possession, the customer does not carry out acceptance on time and the corresponding payment step is not initiated. This shall also apply to any balance in favour of DAS if individual or all claims are incorporated in a current account and the balance is established.
2. The customer shall maintain the goods subject to retention of title at its own expense and insure them adequately against theft, breakage, fire, water and other risks. Claims against the insurance company arising from an event of damage relating to the goods subject to retention of title shall herewith be assigned to DAS in the amount of the value of the goods subject to retention of title.
3. If the customer acts in breach of contract, in particular in the event of default of payment, DAS shall be entitled to withdraw from the contract after setting a reasonable deadline and (without setting a deadline) to take back all goods subject to retention of title. In this case, the customer shall be obliged to return the goods immediately. DAS shall be entitled to enter the customer's business premises at any time during normal business hours to determine the stock of the goods delivered by DAS. Taking back the goods subject

§ 12 Exclusion/limitation of liability

1. Subject to the exceptions specified below, DAS shall not be liable, in particular not for claims of the customer for damages or reimbursement of expenses - irrespective of the legal grounds - and/or in the event of breach of duties arising from the contractual obligation and from tortious acts.
2. The above exclusion of liability shall not apply in cases where liability is mandatory by law, for example:
 - In the case of own wilful or grossly negligent breach of duty and wilful or grossly negligent breach of duty by legal representatives or vicarious agents;
 - In the event of a breach of material contractual obligations; "material contractual obligations" are those whose performance is essential to the contract and on which the customer may rely.
 - In the event of injury to life, limb and health also by legal representatives or vicarious agents;

- Where DAS has assumed a guarantee for the quality of goods or the existence of a performance outcome or a procurement risk according to §276 BGB;
 - In the event of liability under the Product Liability Act or other legally mandatory liability provisions
3. In cases of slight negligence, DAS shall be liable for the breach of material contractual obligations and in the event of default, insofar as a fixed delivery and/or service period was agreed, only for the foreseeable damage typical of the contract.
 4. Any further liability shall be excluded, in particular for damage to reputation, loss of profit or other remote, not immediate and/or indirect consequential damage.
 5. The exclusions or limitations of liability pursuant to the above § 12 Nos. 1 to 3 and No. 4 shall apply to the same extent for the benefit of the executive and non-executive employees and other vicarious agents as well as the subcontractors of DAS.
 6. Claims by the customer for damages arising from this contractual relationship may only be asserted within a preclusion period of one year from the start of the statutory limitation period. This shall not apply if DAS is guilty of fraudulence, intent or gross negligence, in the case of claims due to injury to life, limb or health as well as in the case of a claim based on a tortious act or an express, additional guarantee or the assumption of a procurement risk pursuant to § 276 BGB or where a longer limitation period is mandatory by law.
 7. There shall be no connection between the reversal of the burden of proof and the above provisions.

§ 13

Place of performance/place of jurisdiction/applicable law

1. The place of performance for all contractual obligations shall be the registered office of DAS, unless there is an obligation to be performed at the customer's place of business. The place of performance shall be determined in accordance with the Incoterms agreed in the terms of delivery.
2. The exclusive place of jurisdiction for all disputes shall be the competent court for the registered office of DAS. However, DAS shall also be entitled to sue the customer at its place of general jurisdiction. For the sake of clarity, this jurisdiction regulation in Sentences 1 and 2 shall also apply to such matters between us and the customer that may lead to non-contractual claims within the meaning of EC Regulation No. 864/2007.
3. All legal relationships between the customer and DAS shall be governed exclusively by the law of the Federal Republic of Germany, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). It is expressly stated that this choice of law shall also be deemed as such within the meaning of Art. 14 Para. 1 b) EC Regulation No. 864/2007 and shall, therefore, also apply to non-contractual claims within the meaning of this regulation. If the application of foreign law is mandatory in individual cases, our GTC shall be interpreted as meaning that the economic intent pursued by them is preserved to the maximum possible extent.

§ 14

Property rights

1. Unless otherwise agreed, DAS shall only be obliged to deliver in the Federal Republic of Germany exempt from third-party industrial property rights and

copyrights. If a third party raises justified claims on account of the infringement of property rights by products supplied by DAS to the customer, DAS shall be liable to the customer within the period specified in § 9 No. 7 as follows:

- DAS shall, at its discretion, first endeavour to obtain a right of use for the deliveries in question at its own expense or to modify the object of delivery in such a way that the property right is not infringed, while maintaining with the contractually agreed features, or to replace the object of delivery. If DAS is unable to do so under reasonable conditions, the customer shall be entitled to its legal rights, which shall, however, be governed by these GTC.
- In the event of an infringement of property rights by objects of delivery supplied by DAS, the customer shall only be entitled to rights if it immediately notifies DAS in writing of the claims asserted by third parties, does not acknowledge an infringement, and leaves all defence measures and settlement negotiations to DAS.
- If the customer ceases to use the products in order to minimise damages or for other important reasons, it shall be obliged to inform the third party that the cessation of use does not constitute an acknowledgement of the infringement of property rights.
- If third parties challenge the customer for infringement of property rights as a result of using the products supplied by DAS, the customer shall undertake to notify DAS of this immediately and give DAS the opportunity to participate in any legal action. The customer shall support DAS in every way in conducting such legal action. The customer shall refrain from any actions that could impair DAS's legal position.

2. Claims by the customer shall be excluded if the customer is responsible for the infringement of property rights. Claims by the customer shall also be excluded if the infringement of property rights is caused by the customer's specific requirements, by an application which DAS could not foresee, or by the fact that the products are modified by the customer or used with products not supplied by DAS, if the infringement of property rights is based on this.

§ 15

Export control/product approval

1. In the absence of any contractual agreements to the contrary with the customer, the delivered goods are intended for placement on the market for the first time within the Federal Republic of Germany or the country otherwise agreed as the place of delivery (country of first delivery).

The customer shall be obliged to provide DAS with full information in due time in writing or in text form concerning the end use and the end user of the goods to be delivered or the service to be rendered, which may differ from the first proclamations made to us, immediately after conclusion of the contract. Any delivery period or service period shall not start prior to this. This shall include, in particular, issuing any required end-use certificates (so-called EUCs) and transmitting the originals to us in order to verify the end use and intended purpose of the goods or services and to provide proof thereof to the competent authorities for customs and export control purposes. If the aforementioned documents reveal potential violations of export bans or embargo regulations, DAS shall be entitled to withdraw from the contract without compensation.

We draw the customer's attention to the fact that European and German foreign trade law applies to the transfer/export of goods (goods, software, technology) and to the provision of services with cross-border reference to the fulfilment of the contractual obligation and that individual deliveries and technical services may be subject to restrictions and prohibitions under export control law. This shall apply in particular to so-called armaments and dual-use goods. Furthermore, European and other global national embargo regulations exist against certain countries and persons, companies and organisations which may prohibit the supply, provision, transfer, export or sale of goods and the provision of services or make them subject to authorisation. We may therefore be required to obtain official authorisations or other certificates for cross-border delivery or provision. Further rights and obligations in this context shall be governed by the following provisions. For certain transactions in connection with US goods or other US codes, US (re-)export law may also apply due to extraterritorial effect and lead to prohibitions or authorisation requirements that we must comply with and implement in order to avoid being sanctioned by US authorities.

2. The customer shall itself be obliged to strictly observe the relevant export regulations and embargoes for these goods, which are subject to export restrictions, in particular those of the European Union (EU), Germany or other EU member states and, if applicable, the USA or South American or Asian countries.

In addition, the customer shall be obliged to ensure that the necessary national product approvals or product registrations are obtained if the goods are transferred to a country other than the country of first delivery agreed with DAS and that the requirements for the provision of user information in the national language laid down in the national law of the country in question are met.

3. In particular, the customer shall check and ensure that
 - the goods provided are not intended for use in armaments, nuclear facilities or weapon technology;
 - no companies and persons specified in the US-Denied Persons List (DPL) are supplied with goods of US origin, US software and US technology;
 - no companies or persons specified in the US-Warning List, US-Entity List or US-Specially Designated Nationals List are supplied with goods of US origin without relevant authorisation;
 - no companies or persons specified in the list of Specially Designated Terrorists, Foreign Terrorist Organisations, Specially Designated Global Terrorists or the EU Terrorist List are supplied;
 - no military recipients are supplied with the products delivered by DAS;
 - no recipients are supplied, who violate other export control regulations, in particular those of the EU or the ASEAN countries;
 - all early-warning notices of the competent German or national authorities of the respective country of origin of the delivery are observed.
4. Goods supplied by DAS may only be accessed and used if the above-mentioned checks and guarantees have been carried out; otherwise DAS shall not be obliged to perform. The customer shall, without fail, comply with any re-export conditions arising from the authorisations granted to us by the competent authorities or courts and notified to the customer by us. The customer shall accordingly bind its customers contractually and provide us with proof of this upon request. We shall inform the customer of the scope and extent of such conditions imposed on us at the latest upon delivery.
5. Compliance with the delivery obligation may require the release or issue of export licenses or transfer authorisations

or other foreign trade certificates by the competent authorities.

If DAS is prevented from timely delivery due to the duration of the necessary and proper execution of a customs or foreign trade application, authorisation or verification procedure through no fault of our own, the delivery time shall be appropriately extended by the duration of the delay caused by such administrative procedure. We cannot in general specify a fixed period for the above procedures on the part of the authorities. We shall notify the customer immediately about such procedures as well as circumstances and measures in individual cases. Claims for damages by the customer for delays for which we are not responsible shall be excluded unless we have contractually assumed a guarantee liability towards the customer.

6. This shall also apply if corresponding export control and embargo obstacles arise through no fault of our own between the conclusion of the contract and delivery or service provision in the assertion of warranty rights - e.g., through a change in the legal situation - and make the performance of the delivery or service temporarily or permanently impossible. This may be the case, for example, if export licenses or transfer authorisations or other foreign trade authorisations or approvals granted to us or our suppliers are revoked by the competent authorities through no fault of our own or if other legal obstacles due to customs, foreign trade and embargo regulations to be observed prevent the fulfilment of the contract or the delivery or service through no fault of our own. Claims for damages by the buyer for this reason shall be excluded unless we have expressly assumed strict liability for the provision of the aforementioned authorisations or documents.
7. If the goods delivered by DAS are passed on to third parties, the customer shall undertake to oblige these third parties in the same way as in § 15 No. 1 - 5 and to inform them of the need to comply with such legal provisions and to provide DAS with evidence thereof.
8. The customer shall indemnify DAS against all damages resulting from the culpable breach of the above obligations pursuant to § 15 No. 1 - 6. Costs for own employees shall be excluded. § 254 BGB (contributory negligence) shall remain unaffected.

§ 16

Institution of insolvency proceedings/written form/severability clause

1. An application for instituting insolvency proceedings of the customer or the customer's suspension of payments not based on rights of retention or other rights despite a warning shall entitle DAS to withdraw from the contract at any time or to make the delivery of the purchased item or the service dependent on the prior fulfilment of the payment obligation. If the purchased item has already been delivered or the service has already been provided, the consideration shall be due immediately in the aforementioned cases. DAS shall also be entitled to reclaim the purchased item in the aforementioned cases and to retain it until the purchase price is paid in full.
2. All agreements, collateral agreements, assurances and amendments to the contract shall be made in writing. This shall also apply to the waiver of the written form agreement itself. This shall not affect the precedence of an individual agreement in written, textual or verbal form (§ 305 b BGB).
3. Should a provision of this contract be or become wholly or partially invalid/void or unenforceable for reasons connected to the law of General Terms and Conditions as set out in §§ 305 to 310 of the German Civil Code (BGB), the statutory regulations shall apply.

If the invalidity of a provision of this contract is based exclusively on another reason, the following shall apply:

The invalidity or unenforceability of one or more provisions of this contract shall not affect the validity of the remaining provisions of this contract. The same shall apply in the event that the contract does not contain a provision that is necessary in itself. In such a case, the parties shall replace the invalid or unenforceable provision or omission with a legally permissible and enforceable provision that comes closest to the economic sense and purpose of the invalid, unenforceable or omitted provision in the minds of the parties. The legal concept of § 139 BGB shall not apply - also in the sense of a burden of proof rule.

Note:

Pursuant to the provisions of the Federal Data Protection Act and the EU GDPR, we draw attention to the fact that, as part of electronic contract processing, DAS stores the data received as a result of the business relationship with the customer.