

General Terms and Conditions for customers

I. Scope of application - Defense Clause

1. Our Terms and Conditions ("**GTC**") shall only apply to companies/entrepreneurs pursuant to § 14 of the German Civil Code (BGB) and the entities further specified under § 310 (1) of the German Civil Code (BGB).
2. In the absence of other agreements made in individual cases, the following terms and conditions shall apply exclusively to our services. Deviating or additional conditions of the customer are not binding for us, even if we do not object to them. They require our confirmation in the respective agreed form and are only binding for the respective individual contract. In particular, an unconditional delivery in the knowledge of the existence of conflicting terms and conditions or terms and conditions not regulated differently in these GTC as consent to the inclusion of the customer's GTC does not constitute consent within the meaning of the preceding sentence.
3. The object of performance shall be the delivery of serial products as well as prototypes and pre-series models and products ("**Deliverables**") and related adaptation services and development services, in particular those which precede a later intended production of prototypes, pre-series models and products as well as the delivery of customer-specific products (Deliverables and adaptation and development services together "**Contractual Services**").

II. Conclusion of contract - Subject matter of contract

1. Our quotations are non-binding. This shall also apply if we have provided the customer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights.
2. The order of the delivery by the customer shall be deemed to be a binding offer of contract. The order as well as additions and changes to an order are only accepted when we have confirmed them in the previously agreed form. The acceptance can be declared either in writing (e.g. by order confirmation) or by delivery to the customer.
3. We shall only accept documents of the customer as annexes and thus as contents of the contractual documents if they are marked in the order document by express reference. Only these documents, together with our quotation, constitute a binding contractual basis. Subsequent changes shall only become subject matter of the contract if the customer expressly refers to his request for change and we expressly agree to this in writing.
4. Verbal agreements, supplements and amendments to the contract require our written confirmation.

III. Condition - Suitability for use

1. The agreed quality of our deliveries results exclusively from the technical specifications described in the contract. The customer is responsible for checking his order and all contractual documents for completeness, correctness and feasibility for his intended use.

Nature and suitability for use of prototypes:

2. Unless a suitability for series use is expressly agreed, the delivery shall only be used for prototypical applications for evaluation and development purposes of the customer ("**Prototype Devices**"). In this case,

no specific quality for the use of the Prototype Devices in series production has been agreed with the customer, nor is a suitability of the Prototype Devices for such use assumed. The customer acknowledges that Prototype Devices, while basically functional, are not sufficiently tested and/or verified to be made available on the market for purposes other than evaluation or development; this applies regardless of whether or not they are integrated into the customer's system. In particular, Prototype Devices may behave unpredictably and may not provide all the functions and/or meet the quality requirements that are necessary according to the state of science and technology to ensure safe use.

3. It is the sole responsibility and risk of the customer to test the interactions between the Prototype Device and the parameterization, configuration and/or software used by the customer for the Prototype Device, the customer system and the environmental and other conditions to which the Prototype Device and the customer system are likely to be exposed, in accordance with the state of the art in science and technology. This applies in particular before the Prototype Device is used in areas that pose a risk to life, limb or property or that could lead to significant financial losses.
4. In the case of delivery of a Prototype Device, we shall only be obliged to realize those properties which are expressly agreed in the individual contractual specification. Further properties, in particular conformity with relevant standards, the ability for continuous operation, interference and short-circuit resistance as well as the functionality of data interfaces/data transmission devices are not owed. Technical data sheets are owed for prototype equipment, but not safety data sheets, operating, assembly or installation instructions.
5. During the development of a Prototype Device, unforeseen technical problems may occur on both sides. We must therefore reserve the right to make minor changes to the technical design. Profound changes to the technical design are to be communicated within the scope of a change request.
6. Insofar as information on the properties of individual components of the Prototype Device to be manufactured is provided in a calculation/bill of materials submitted to the customer or in the quotation or order confirmation, this information shall not constitute any information on properties or warranties, neither with regard to the respective component nor with regard to the Prototype Device as a whole.

Condition and suitability for use of pre-series products:

7. Pre-series models and products are expressly not intended to be operated permanently and/or unattended. Pre-series models and products are expressly intended only to determine (a) which product features still need to be improved/which defects still need to be remedied before series production starts, (b) the processes for series production and (c) cost optimization potentials in series production. Unless otherwise agreed in individual cases, they are (d) not intended to be placed on the market, (e) do not have the customary wear resistance and (e) have not been tested for fault resistance in continuous operation. Unless expressly agreed in individual cases, they (f) have not yet passed all tests and (g) do not have series approvals. Existing approvals may be individual approvals which are granted under simplified conditions, but only for small series or individual productions. The customer is obligated to inform his employees, the occupational health and safety representative and other representatives accordingly before the pre-series model or product is put into use for the first time.
8. Unforeseen technical problems may occur during the production of pre-series models. We must therefore reserve the right to make minor changes to the technical design. Profound changes to the technical design must be communicated within the scope of a change request.
9. Technical data sheets are owed for pre-series models and products, but not safety data sheets, operating or assembly/installation instructions. The functionality of data interfaces/data transmission equipment is not owed for pre-series models and products - subject to deviating agreements in individual cases.
10. In the case of adaptation services, no experience of malfunctions in continuous operation is available at the time of initial delivery. Nevertheless, the customer has decided to order a modified version according

to his wishes instead of a tested series product. Against this background, the customer grants us as supplier the right to rework a delivered part up to four (4) times before he can withdraw from the contract or demand new delivery. The provision of the preceding sentence shall not apply and the statutory provision shall apply in its place if the customer proves that the defect cannot have its cause in the modification of the serial product. In the case of adaptation services, the delivered products are intended to be marketed individually or as assemblies within other products and comply - in themselves - with all relevant regulations, unless otherwise expressly agreed in the individual case. Unless otherwise agreed or required by law, however, proof of conformity with the regulations by means of certificates is not owed. It is the sole responsibility of the customer to ensure the conformity of the overall product with the regulations into which he incorporates the goods supplied by us.

11. Technical problems not foreseen by either party may occur during adaptation services. We must therefore reserve the right to make minor changes to the technical design. Far-reaching changes to the technical design must be communicated within the framework of a change request.
12. Operating and installation/assembly instructions of customary scope as well as the prescribed data sheets shall be part of the scope of delivery in the event of adaptation performance. However, we shall be entitled to deliver these documents by other means than with the goods themselves, e.g. to offer them for download or to send them by e-mail; the above sentence shall also apply if partial deliveries are excluded.

IV. Regulatory requirements - Approval procedure

Unless expressly agreed otherwise in the individual contract, the customer shall be solely responsible for ensuring compliance with all regulatory requirements of the respective target market with regard to the market access of the delivery vis-à-vis the competent authorities. Accordingly, it is the customer's responsibility to take all measures required under the respective prescribed approval procedure (e.g. self-declaration procedure, certification procedure) for the approval and operation of the Supply and its provision on the market, regardless of whether the Supply is integrated in the customer's system or not.

V. Comments on development services – Change request

1. The customer must provide the materials/parts to be machined/know-how and other necessary information to be provided by him in due time at the agreed date. Technical documents required for processing must be provided by the customer in good time before processing.
2. The customer shall be responsible for ensuring that the components and information supplied by him are suitable for executing the order without defects. If these are defective, we shall not be liable for any defects arising as a result. The customer shall bear any additional processing costs and costs for service steps that have become unusable and have been finally calculated. If the components and information supplied by the customer prove to be unusable during processing for reasons for which we are not responsible, we may demand the part of the remuneration corresponding to the service already provided and the expenses not included in the remuneration.
3. Section V. 2. shall also apply in the event that we are unable to provide our service on time due to a delay for which the customer is responsible. We shall not be liable for any damage caused by delay or consequential damage in this respect.
4. The customer shall be responsible for checking its documents, including technical specifications and other requirements for our development services, as well as the suitability of the components and information provided for the specified development service. We shall not be obliged to carry out a separate examination.

5. The customer agrees to the storage and processing of the data obtained for the execution of the order in compliance with data protection laws.
6. If the customer fails to fulfill the aforementioned duties to cooperate or fails to do so in a timely manner and if we are therefore unable to perform our services or are only able to perform them in part, we shall be released from our obligation to perform to that extent. This shall also apply if we are prevented from performing the service for purely legal reasons for which the customer is responsible.
7. If delays or additional expenses arise as a result of this, we may demand a change in the agreed time window/schedule and the agreed prices, without prejudice to further statutory claims. This applies in particular in the event that the information provided by the customer proves to be unusable. We are not obliged to check this unless this has been expressly agreed in writing and priced.
8. We can set a reasonable period of grace for the fulfillment of the cooperation obligations still to be completed. After expiry of this period, we shall be entitled to terminate the contract without notice. This right is available to us at our discretion.
9. In the course of the provision of adaptation or development services, new technical or commercial findings on our part as well as on the part of the customer may lead to the wish to deviate from the agreed specification in a not only insignificant form. In such cases, the party requesting the change shall address its request to the other party in the form of a change request in which the desired change is described as precisely as possible with regard to functionality and, if applicable, changes to the technical data and/or the technical structure. If the change request originates from us, the change request shall also specify the effects on price and delivery time.
10. The customer undertakes to respond within 15 working days of receipt of a change request from us. If the customer does not respond within this period, we shall be entitled to set a grace period of five further working days; after the fruitless expiry of this period too, the change request shall be deemed to have been accepted by the customer in the form submitted.
11. In the event of a change request by the customer, the customer shall, in addition to the changes to the delivery requested by it, also provide information on any additional costs incurred and in this respect at least state the amount to which it is prepared to bear such additional costs. Since we not only have to check the technical feasibility, but also calculate the effects of the change request on the delivery time and on the costs, the response time to a change request from the customer is therefore 30 days for us. If we do not respond within this period, the customer shall be entitled to set a grace period of five further working days; after the fruitless expiry of this period too, the change request shall be deemed to have been accepted by us in the form submitted. The customer is obliged to state in his change request whether we should stop our work on the order in order to avoid frustrated costs. For our part, we are obliged to inform the customer within 7 working days of receipt of the change request whether we consider it appropriate to discontinue work on the order.
12. Any change request must be made in writing and must be expressly designated as such, and the setting of a grace period must also be made in writing. When setting the period of grace, the respective other party shall be informed that the change request shall be deemed to have been accepted if the period of grace expires without any reaction. The day of receipt of the Change Request/setting of the grace period by the respective recipient shall not be counted in the calculation of the deadlines. If the other party responds to a Change Request in due time or within the grace period and no agreement is reached on the Change Request within six weeks after expiry of the basic response period (i.e. after 15 or 30 days), the Change Request shall be deemed rejected. The period of six weeks pursuant to the preceding sentence may be extended by mutual agreement - also several times.
13. Since prototypes and pre-series models regularly require modifications, both parties shall be obliged to agree to a change request of the other party within the bounds of what is reasonable.

14. The agreement of a change request procedure shall not affect the statutory rights of the parties with regard to a change or termination of the content of the contract.

VI. Delivery period and delay in delivery

1. The delivery period shall be agreed individually or stated by us upon acceptance of the order. For prototypes and development services, stated delivery times are always only non-binding guideline values, which we will endeavor to comply with. Since unforeseen problems can typically arise in the case of such services, we cannot enter into any obligation in this respect to deliver by a specific date/within a specific period, unless we expressly agree to the binding nature of a delivery date in text form.
2. Delivery periods which are binding within the meaning of Section VI.1 above and which are stated in weeks and not in the form of the designation of a calendar day or a calendar week by which the delivery must be made shall not commence until we have reached agreement with the customer on all details of the transaction, including the specification of the delivery.
3. Delivery periods shall be reasonably extended if
 - documents to be supplied by the customer are not received by us in due time, i.e. no later than 14 days after the date of the order confirmation;
 - approvals or releases to be obtained by the customer are not granted in due time;
 - a change request is made by the customer or by us and agreement has not been reached within 10 working days as to whether, how and with what effect on delivery time and price the change request will be complied with (the provision of this bullet point only concerns the question of whether delivery periods are extended, not the periods within which the other party is obliged to respond to a change request and not the periods within which agreement is to be reached as to whether and how a change request is to be complied with);
 - the customer fails to fulfill all material contractual obligations incumbent upon it, in particular cooperation and payment obligations;
 - the failure to meet the delivery deadline is due to an event of force majeure, i.e. an unforeseeable event over which we have no influence and for which we are not responsible (e.g. official measures and orders - irrespective of whether they are valid or invalid -, fire, floods, storms, explosions or other natural disasters, pandemics, operational disruptions, labor disputes, strikes, lockouts or the resulting shutdown of operations). This shall also apply if such an event occurs during a delay in delivery or at one of our suppliers;
 - we ourselves, through no fault of our own, are not supplied on time with goods that are required for this order and were ordered on time.
4. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required.
5. Insofar as this is reasonable for the customer, we shall be entitled to make partial deliveries, each of which we may invoice separately.
6. If shipment or acceptance of the contractual service is delayed for reasons for which the customer is responsible, the customer shall be charged for the costs incurred as a result of the delay, starting one month after notification that the goods are ready for shipment or acceptance.
7. If we are unable to make delivery within a reasonable period of time due to an event of force majeure (see Section VI.3 above, penultimate bullet point), both parties shall have the right to withdraw from the contract in whole or in part. The same shall also apply in the event of subsequent impossibility of performance of the contract for which we are not responsible. Claims for damages due to a withdrawal due to force majeure or subsequent impossibility for which we are not responsible are excluded. If one party

intends to withdraw from the contract for the aforementioned reasons, it must inform the other party immediately.

VII. Prices and terms of payment

1. Our prices are based on the quotation accepted by our customer and are net prices ex works. Incidental costs, in particular transport, packaging and insurance costs etc., are not included.
2. We reserve the right to adjust the stated prices in a reasonable manner in the event of cost increases (e.g. price increases in the supply chain or cost increases in general including raw material and labor costs). We will inform the customer of this. The adjusted prices will become valid after a notice period of 3 months.
3. Our claims are due for payment "net" (without deduction) within 30 days after the date of invoice, unless we make deviating individual agreements with the customer on payment targets and price discounts.
4. The customer shall only be entitled to set-off if the counterclaim is undisputed or has been legally established.
5. The statutory provisions of §§ 273, 320 of the German Civil Code (BGB) shall apply to the customer's exercise of rights of retention and rights to refuse performance, provided that the counterclaim on which the right to refuse performance is based is undisputed, has become res judicata or is ready for decision.
6. If the customer is more than 15 days in arrears with a payment under a contract existing with us, if he has suspended his payment or if it becomes apparent after conclusion of the contract that our claim is at risk due to the customer's inability to pay, our claims under all contracts shall become due for payment immediately. Deferment and other deferment of payment - including such by acceptance of bills of exchange - shall then end with immediate effect. If our performance of the contract is still outstanding, we may demand advance payment or the provision of security.
7. Our obligation to perform shall be suspended as long as the customer is not only inadvertently in arrears with the performance of an obligation or requests renegotiations or amendments.

VIII. Terms of delivery - Transfer of risk - Incoterms

1. Unless expressly agreed otherwise, delivery shall be made "ex works" within the meaning of Incoterms from the place named in our quotation or our order confirmation or, if no destination is specified in our quotation /confirmation, "ex works" from one of our locations in Germany.
2. Unless expressly agreed otherwise, the risk of accidental loss and accidental deterioration of the delivery item shall pass to the customer when the delivery item is handed over to the transport person, but no later than when it leaves the distribution warehouse. This shall also apply if we have taken over the delivery. If the shipment is delayed through the fault of the customer, the risk shall pass to the customer from the time when the delivery item was ready for shipment and this was notified to the customer.

IX. Property and copyright protection

1. When executing an order, we shall use our own resources of a tangible nature (e.g. documents, protocols, plans, etc.) and of a non-tangible nature (source code of auxiliary programs, interim results, etc.). Irrespective of whether these are specified or specifiable in advance and irrespective of whether they are handed over to the customer during the execution of the order or as a result of the order, the following shall apply with regard to the transfer of ownership, copyrights and rights of use under this Section IX:

2. A transfer of rights to the aids mentioned under Clause 1 shall only take place on the basis of an express written agreement with the customer. A transfer of rights by operation of law is unaffected.
3. If a transfer of title takes place according to Clause 2, we reserve the right of ownership until full payment of all claims, including future claims, arising from the entire business relationship, including all ancillary claims. In the case of a current account, the reservation of title shall serve as security for the balance of the account.
4. In the event of a transfer of rights pursuant to Clause 2, we shall nevertheless be entitled to unrestricted reproduction and unrestricted use for internal and external purposes of any kind (in particular commercial and advertising). The use also includes in particular the granting of third party rights.
5. In principle, we shall also be the exclusive owner of all property rights, rights of use and all other rights to all results (including all inventions, know-how, reports of tests, studies, developments, proposals, ideas, drafts, suggestions, samples, models, templates, etc.) which we achieve in connection with a contractual relationship existing with us, unless otherwise expressly agreed in writing or prescribed by law. The rights to the source code and the documentation are not transferable under any circumstances.
6. Only in the case of individual software, the following applies:
 - a. We are also the author of any individual software created for the customer. The customer shall receive the exclusive and irrevocable right of use to this project-specific individual software agreed upon in the contract, provided that this has been agreed upon in writing. If nothing has been agreed separately, it is in case of doubt not individual software to which an exclusive right arises. The customer is entitled to dispose of this individual software in a legally free manner, e.g. to transfer it or to grant licenses for its use. We shall take all necessary actions to ensure proper transfer of the right of use and shall provide the customer with all necessary information.
 - b. If we already use software components (frameworks, APIs, etc.) or know-how created by us within the scope of the individual software created, the customer shall receive - if necessary - a non-exclusive, temporal and spatial, but unlimited (co-)use right thereto.
 - c. If third-party software, external libraries, open source tools or the like that do not belong to us have to be used within the scope of the individual software to be created, the customer undertakes to observe and comply with the terms and conditions of use/license applicable to such use and to pay any necessary use and/or license fees.
 - d. In the case of individual software, the customer is entitled to claim all possible inventions, patents or comparable rights which have arisen as a result of the individual software created by our performance. Insofar as these can be traced back to the results/actions of our employees, we undertake to claim these within the framework of the provisions of the German Employee Invention Act (ArbNErfG) and to transfer the rights to the customer without delay. Insofar as it is known to us, we shall inform the customer without delay about corresponding invention disclosures, patents, etc. of our own employees. If an employee asserts claims under the ArbNErfG or other financial compensation claims against us, the customer undertakes to indemnify us against justified claims by the employee. Insofar as the results/actions leading to inventions, patents or comparable rights are attributable to activities of subcontractors or other contractual partners of ours, the customer must contact these directly. If necessary, we can assist in contacting them, but only if and to the extent permitted by data protection law and within the framework of any non-disclosure agreements.
 - e. In the case of individual software, we undertake, in the event that software which was created by employees or by third parties outside the contractual relationship with the customer has been or will be integrated into the software, to make these parts available to the customer

not in source code, but at a higher level. The customer shall have all the rights to this agreed for the software, but no right to edit it. The source code is also only transferable in the case of individual software if this has been expressly agreed in writing.

X. Warranty

1. The prerequisite for the assertion of claims for defects by the customer is that the defect (i) was present at the time of the transfer of risk, (ii) was not caused by other components in the customer's system, (iii) is reproducible and (iv) was notified by the customer in text form (e.g. e-mail) without undue delay after its discovery, stating the information relevant for the detection of the defect.
2. Insofar as we are obliged to subsequent performance, the following shall apply:
 - a. We shall provide subsequent performance either by remedying the defect ("**subsequent improvement**") or, at our reasonable discretion, by providing a contractual service free of defects ("**subsequent delivery**").
 - b. If the device software cannot be executed due to defects and the use of the software by the customer is prevented as a result, we shall provide a workaround solution at the customer's request prior to the final supplementary performance. Other defects of the device software shall be remedied at the time scheduled within the scope of proper version maintenance by delivery of an update, bug fixes or other measures.
 - c. In the case of defective third-party software, we shall only be obliged to provide supplementary performance if we have updates, bug fixes or other measures for supplementary performance and we are entitled to pass these measures on to the customer.
3. Claims for defects shall not arise if the defect is attributable to violation of operating, maintenance and installation instructions, unsuitable or improper use, faulty or negligent handling and natural wear and tear as well as interventions in the delivery item carried out by the customer or third parties.
4. Unless contractually agreed, we do not provide a general guarantee for the quality or usability of the delivery, nor do we guarantee that the delivery will retain its quality for a certain period of time.
5. In principle, only hidden defects that could not be discovered at the time of delivery/acceptance shall be subject to warranty. These must be reported immediately after discovery. The risk of accidental loss shall pass to the customer upon acceptance. Obvious defects must be reported in writing immediately after delivery/acceptance.
6. The period of limitation for claims for defects ("**Warranty Period**") shall be (a) 12 (twelve) months from the date of transfer of risk; or (b) the period of the statutory period, insofar as this period cannot be shortened by contract.
7. In the event of repair or subsequent delivery, the warranty period shall not recommence or be extended. However, the warranty period shall not end before the expiry of one year after the date of subsequent delivery or subsequent improvement ("**suspension of expiry**"). The suspension of the expiration of the warranty period shall not apply (a) to a contractual performance if a subsequent improvement or subsequent delivery has already been made for the respective contractual performance; and (b) in the case of a subsequent improvement for non-improved parts of the respective contractual performance.
8. Section X.7 shall not apply in the case of liability (a) for damages to the customer resulting from injury to life, limb or health of the customer caused by a culpable breach of duty by us or a legal representative or vicarious agent; (b) for other damages to the customer caused by an intentional or grossly negligent breach of duty by us or a legal representative or vicarious agent.

XI. Liability and indemnification

1. We shall be liable to the customer for damages and for reimbursement of futile expenses within the meaning of § 284 of the German Civil Code (hereinafter referred to as "**Compensation for damages**") due to defects in the deliveries or due to breach of other contractual or non-contractual obligations, in particular due to tort, only in the event of intent or gross negligence. The above limitation of liability shall not apply in the event of injury to life, limb or health, in the event of the assumption of a guarantee or a procurement risk, the breach of material contractual obligations and in the event of liability under the Product Liability Act.
2. Compensation for damages due to breach of material contractual obligations shall be limited to compensation for such damages as we should have foreseen as a possible consequence at the time of conclusion of the contract on the basis of circumstances recognizable to us (hereinafter referred to as "**damages typical of the contract**"), except in cases of intent or gross negligence or where liability exists due to injury to life, body or health, the assumption of a guarantee or a procurement risk or under the Product Liability Act.
3. In the case of typical contractual damage within the meaning of Section XI.2, we shall be liable as follows:
 - a. per case of damage: damage up to a maximum of the net purchase price of the contract concerned.
 - b. per calendar year: damages up to a maximum of the net sales price at which the customer purchased Deliverables from us in the previous calendar year. In the first year of the contract, damages shall not exceed the amount of the sales for which the customer purchased Deliverables from us until the occurrence of the event of damage.
4. In any case typical contractual damages are not indirect damages (e.g. loss of profit or damages resulting from interruptions of production).
5. Irrespective of Section XI.3, in determining the amount to be paid by us to the customer, any contribution to causation and/or fault on the part of the customer in accordance with § 254 of the German Civil Code (BGB) and any unusually unfavorable installation situation of the Deliverables (temperature, vibrations, climate, etc.) of which we have not been informed in advance and any resulting increased susceptibility to damage shall be reasonably taken into account in our favor.
6. All limitations of liability shall apply to the same extent to vicarious agents and assistants.
7. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.
8. Material contractual obligations within the meaning of Section XI.1 and XI.2 are obligations the fulfillment of which is a prerequisite for the proper performance of the contract and on the fulfillment of which the customer may regularly rely.

XII. Secrecy obligations

The customer undertakes to comply with the confidentiality and loyalty obligations individually agreed with us. The binding contents signed in this respect are to be complied with without restriction. Notwithstanding the above, the following shall apply in any case: All documents and information received from us shall be kept strictly confidential. They may only be disclosed to third parties with our express consent. The requirements of data protection law must be observed without restriction.

XIII. Retention of title/enterprise lien

1. We reserve title to our deliveries until full payment of all claims, including future claims, arising from the entire business relationship, including all ancillary claims, and until bills of exchange and checks have been honored. In the case of a current account, the reserved property shall be deemed to be security for the balance of the account.
2. Processing of our deliveries by the customer shall be carried out on our behalf, free of charge and without any obligation on our part. In the event of processing, combination or mixing of our deliveries with other products, we shall acquire co-ownership of the resulting new items in the ratio of the invoice value of our deliveries to the other products at the time of processing, combination or mixing. The co-ownership arising thereafter shall be deemed to be goods subject to retention of title within the meaning of Clause 1. If our ownership lapses as a result of combining or mixing, the customer shall transfer to us here and now the ownership rights to which it is entitled in the new product in the amount of the invoice value of our delivery and shall hold these in safe custody for us free of charge. Any co-ownership arising therefrom shall be deemed to be goods subject to retention of title within the meaning of Clause 1.
3. The customer shall be permitted to resell products owned or co-owned by us in the ordinary course of his business. The customer hereby assigns to us all claims against its customers arising from the resale. If we are only entitled to co-ownership of the products sold, the customer shall assign the claim in accordance with our co-ownership quotas. We hereby accept the assignment. The customer remains authorized to collect claims assigned to us.
4. In the case of prototypes and pre-series models, resale is generally not provided for and (in view of our manufacturer's liability and in view of the disclosure of our unprotected know-how associated with a resale) resale is not permitted in the case of prototypes and pre-series models without our express prior consent. In the case of customization services, the above sentence shall apply until all customer liabilities have been settled.
5. Extraordinary dispositions, such as pledging and transfer of ownership by way of security, are not permitted. Access by third parties to our reserved goods or to a claim assigned to us, in particular seizures, shall be notified to us by the customer without delay. The costs of necessary interventions shall be borne by the customer.
6. In the event of a breach of contract by the customer, in particular default of payment, we shall be entitled to demand the return of the deliveries to which we retain title. We are entitled to take possession of these ourselves. For this purpose, the customer shall irrevocably grant us access to his business premises. In the event of assertion of the retention of title, the authorization shall expire in accordance with Clause 3 above. The assertion of the retention of title and the seizure by us shall not be deemed to be a withdrawal from the contract. Upon request, the customer shall immediately send us a list of the claims assigned to us in accordance with Clause 3 above, stating the address of the customer and the amount of the claim. In addition, the customer shall be obliged, at our request, to notify the third party debtor of the assignment and to provide us with the information required to assert our rights or to hand over the necessary documents.
7. If the customer hands over objects to us for processing, we shall be entitled to a statutory entrepreneur's lien thereon. In addition, the customer shall grant us a contractual lien to secure all claims arising from the business relationship.
8. If the customer so desires, we shall release the securities of our choice if their value exceeds our claims by more than 20%.
9. We reserve all property rights and copyrights to documents which the customer has received from us. The customer must obtain our express written consent before passing them on to third parties. The customer shall keep secret from third parties all documents and knowledge arising from the business

relationship if we mark them as confidential or if there is an obvious interest in keeping them secret. The customer shall exercise the same care in the assessment as in his own affairs.

XIV. Place of jurisdiction/applicable law/final provisions

1. Verbal agreements, supplements and amendments to the contract require our written confirmation.
2. Part of the contractual relationship with the customer is also our Business Partner Code of Conduct www.chargebyte.com/assets/Downloads/business_partner_code_of_conduct_chargebyte_en_2022.pdf
3. In commercial transactions Leipzig is agreed as place of jurisdiction, also in cases where the customer has no domestic general place of jurisdiction, has moved his domicile or habitual residence abroad after conclusion of the contract or at the time neither domicile nor habitual residence of the customer are known. We shall also be entitled to bring an action at the registered office of the customer or at another registered office of the companies belonging to our group.
4. It is agreed that German law shall apply exclusively. In the event of differing contractual documents, the German version shall prevail.
5. The handling of the business relationship is supported by a data processing system. The data of the customer required for the execution of the contract, in particular names, addresses, account details, shall be stored and processed for our own purposes. The customer agrees to this by placing the order.
6. The customer undertakes to make all legally necessary declarations to us and to conclude any necessary agreements, such as an agreement on order data processing (DPA).
7. Should one of these provisions be or become invalid, this shall not affect the validity of the remaining provisions. In the event of the invalidity of one or more provisions, the parties shall be obliged to agree on a provision that is as economically and legally equivalent as possible to the invalid provision.

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