

# GENERAL TERMS AND CONDITIONS OF SALE OF Blickfeld GMBH

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## 1. General

- 1.1 All deliveries and related services of Blickfeld GmbH (hereinafter "Blickfeld") shall be made exclusively on the basis of these General Terms and Conditions of Sale (hereinafter "Terms and Conditions of Sale") and shall be subject to these Terms and Conditions. Blickfeld hereby objects to the applicability of any terms and conditions of the purchaser; even if they regulate items not mentioned in the Terms and Conditions of Sale, unless Blickfeld has expressly agreed to their applicability in writing. In case the terms and conditions of the customer regulate items to which the terms and conditions of sale are silent, only the relevant dispositive law applies and in no case a condition of the customer deviating from the dispositive law applies. The Terms and Conditions of Sale shall also apply if Blickfeld carries out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from the Terms and Conditions of Sale. The Terms and Conditions of Sale shall only apply vis-à-vis entrepreneurs, legal entities under public law or special funds under public law within the meaning of §310 (1) of the German Civil Code (BGB).
- 1.2 The Terms and Conditions of Sale shall also apply to all future transactions with the customer within the scope of an ongoing business relationship.
- 1.3 The fulfillment of the contract is subject to the verification and fulfillment (incl. any required approval) of the state export and import regulations. For this purpose, the customer shall provide Blickfeld with the prescribed documents upon request.
- 1.4 All terms used are to be understood as gender-neutral throughout.

## 2. Conclusion of the contract, scope of delivery

- 2.1 Offers made by Blickfeld are subject to change and non-binding. With his order, the customer makes an offer in the legal sense. A contract is only concluded by Blickfeld's written order confirmation. The content of this order confirmation determines the scope of services to be provided by Blickfeld.
- 2.2 All agreements made between the customer and Blickfeld for the purpose of executing a contract are set forth in writing in this contract. **Blickfeld's sales employees are not generally authorized to make side agreements or give assurances that go beyond the contents of the written contract.**
- 2.3 Blickfeld reserves all property rights and copyrights to illustrations, drawings, calculations and other documents; such documents may not be made available to third parties without prior written consent of Blickfeld. This also applies to such documents which are not expressly designated as "confidential".
- 2.4 The customer undertakes to comply with the respective applicable national, European and international anti-terrorism provisions as well as the national (Foreign Trade and Payments Act (AWG)/Foreign Trade and Payments Ordinance (AWV)) and European (at the time of publication of these GTC: Dual-Use Regulation 428/2009) export control regulations. Furthermore, the customer undertakes to comply with US re-export regulations (Export Administration Regulations (EAR)) as well as sanction regulations of the Office of Foreign Assets Control (OFAC) with regard to the goods or technical data to which the US regulations apply. If, due to the aforementioned legal bases, approval by the respective competent authorities should be required, the customer undertakes to apply for such approval independently and at his own expense and to inform Blickfeld thereof.

## 3. Prices - Terms of payment

- 3.1 Unless otherwise stated in the order confirmation, the prices are DAP Blickfeld, Munich, Germany, Incoterms 2020, including carton packaging and, if necessary, the costs of export handling, but excluding VAT; it will be shown separately in the invoice at the statutory rate on the date of invoicing. Freight charges (Clause 4.1) and the costs of special packaging shall be invoiced separately. The customer shall bear all public charges such as any customs duties and - if applicable - the corresponding copyright levy pursuant to the German Copyright Act (UrhG).
- 3.2 Unless otherwise stated in the order confirmation, the net purchase price (without deduction) is due for payment within 14 days from the invoice date. In case of payment in advance, Blickfeld reserves the right to withdraw from the contract if payment has not been received by Blickfeld within 14 days from the invoice date. The statutory rules regarding the consequences of late payment apply.
- 3.3 Blickfeld reserves the right to increase its prices appropriately as far as this is necessary to cover such costs which have arisen after conclusion of the contract due to salary/wage increases of Blickfeld's employees (e.g. due to collective

bargaining) or due to an increase in material costs. Upon request Blickfeld will disclose these increased costs to the customer.

- 3.4 In case of partial deliveries and partial services (clause 4.7) Blickfeld is entitled to issue partial invoices.
- 3.5 If payment by installments has been agreed, the total amount owed shall become due for payment immediately as soon as the customer is substantially in arrears with the payment of an installment.
- 3.6 The customer shall only be entitled to set-off rights if its counterclaims have been legally established or are undisputed. The customer shall only be entitled to exercise a right of retention or a right to refuse performance if the aforementioned prerequisites are fulfilled with regard to its counterclaims and, in addition, its counterclaim is based on the same contractual relationship.
- 3.7 A payment is considered made as soon as Blickfeld can dispose of the amount.
- 3.8 If Blickfeld is obligated to advance performance and if, after conclusion of the contract, circumstances become known to Blickfeld according to which Blickfeld's claim for payment is endangered by the customer's lack of ability to pay, Blickfeld may, at its option, demand either security within a reasonable period of time or payment concurrently with delivery. If the customer does not comply with this demand, Blickfeld is entitled to withdraw from the contract subject to further legal rights.

## 4. Delivery time, transfer of risk, storage

- 4.1 Deliveries shall be made DAP Blickfeld, Barthstr. 14, Munich, Germany, Incoterms 2020. Unless the customer instructs otherwise in writing with his order, Blickfeld shall arrange for the transport of the goods by a carrier. The transport of the goods shall be at the risk of the customer and the customer shall bear the freight costs (calculated on the basis of the net order value).
- 4.2 The risk of loss and damage to the goods shall pass to the customer at the latest when the goods are handed over to the forwarding agent, carrier or other third party designated to carry out the shipment. This also applies if partial deliveries are made or Blickfeld has taken over other services (e.g. shipping or assembly).
- 4.3 Unless otherwise agreed, the delivery time stated by Blickfeld is always non-binding. Even if delivery times have been communicated as binding, Blickfeld is only liable for delays in delivery if the customer has fully complied with his obligations to cooperate with regard to the processing of the order, in particular the necessary clarification of all technical and other questions, in due time. If shipment has been agreed upon, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party in charge of the transport.
- 4.4 Blickfeld is not liable for delays in delivery due to force majeure or effects for which Blickfeld is not responsible, such as natural disasters, epidemics, pandemics, operational disruptions, strikes, lawful lockouts, difficulties in procuring raw materials or official orders. Furthermore, supply difficulties and other performance disruptions on the part of Blickfeld's suppliers shall be deemed to be force majeure if the supplier, for its part, is prevented by force majeure from rendering the performance incumbent upon it. An agreed delivery period shall be extended by the duration of the hindrance. If the impediment lasts longer than one month, the customer shall be entitled to withdraw from the contract with regard to the part not yet fulfilled after the expiration of a reasonable grace period and Blickfeld shall be entitled to withdraw from the contract after another month after the occurrence of the delaying event. In this case, services already rendered by the customer shall be returned. Claims for damages are excluded.
- 4.5 Should Blickfeld be in default of delivery, the customer may only withdraw from the contract after the fruitless expiration of a reasonable grace period set by him.
- 4.6 If the customer is in default of acceptance or if he violates other duties to cooperate, Blickfeld is entitled to demand compensation for the damage incurred, including any additional expenses. For the storage and preservation of the goods Blickfeld is entitled to charge a lump sum of 0.5% of the invoice amount per month, but not more than a total of 5% of the invoice amount, or alternatively the actual costs incurred. The risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time the customer is in default of acceptance.
- 4.7 Partial deliveries and services are permissible, provided that this does not conflict with any recognizable interest of the customer.

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## 5. Retention of title

- 5.1 Blickfeld retains title to the delivered goods until receipt of all payments resulting from the business relationship with the customer. In case of breach of contract by the customer, especially in case of default of payment, Blickfeld is entitled to demand the return of the delivered goods and Blickfeld is to be granted access to these goods without delay.
- 5.2 The withdrawal from the contract does not exclude the assertion of claims for damages against the customer. After taking back the delivered goods, Blickfeld is entitled to realize them. The proceeds of the realization shall be credited against the customer's liabilities less reasonable realization costs.
- 5.3 The customer is obliged to treat the delivered goods with care; in particular, he is obliged to insure them at his own expense against fire, water and theft damage at replacement value. If maintenance or inspection work is required, the customer must carry this out in good time at his own expense.
- 5.4 In case of seizure or other interventions by third parties, the customer shall immediately notify Blickfeld in writing. The customer shall be liable to Blickfeld for all court and out-of-court costs arising from measures Blickfeld could reasonably take to protect its interests (including a third-party action).
- 5.5 The customer shall be entitled to resell the delivered goods in the ordinary course of business; however, he already now assigns to Blickfeld all claims in the amount of the final invoice amount (including VAT) of Blickfeld's claims accruing to him from the resale against his customers or third parties, irrespective of whether the delivered item has been resold without or after processing.
- 5.6 The customer remains entitled to collect this claim even after the assignment. However, Blickfeld is authorized to collect the claim itself if the customer no longer meets its payment obligations, is in default of payment or has filed an application for the opening of insolvency proceedings or has suspended payments. In these cases Blickfeld may demand that the customer informs Blickfeld of the assigned claims and their debtors, provides all information necessary for collection, hands over all related documents and informs the debtor(s) (third parties) of the assignment.
- 5.7 The processing or transformation of the delivered goods by the customer is always carried out for Blickfeld. If the delivered goods are processed with other objects not owned by Blickfeld, Blickfeld acquires co-ownership of the new object in proportion of the value of the delivered goods (final invoice amount including VAT) to the other processed objects at the time of processing. In all other respects, the same shall apply to the item created by processing as to the goods delivered under reservation of title.
- 5.8 The customer also assigns to Blickfeld those claims to secure Blickfeld's claims against him which arise against a third party through the combination of the delivered goods with real estate.
- 5.9 Blickfeld undertakes to release the securities to which Blickfeld is entitled upon request of the customer to the extent that the value of the securities exceeds the claims to be secured by more than 20%; the selection of the securities to be released is incumbent upon Blickfeld.
- 5.10 If the goods are located abroad, the following applies:
  - 5.10.1 If the goods have been delivered before payment of all amounts owed by the customer under the contract, they shall remain the property of Blickfeld until full payment has been made, to the extent permitted by the law in whose jurisdiction the goods are located. If the latter does not permit a retention of title, but allows Blickfeld to reserve other rights to the goods, Blickfeld is entitled to exercise all rights of this kind.
  - 5.10.2 The customer is obligated to cooperate in all measures Blickfeld will take to protect its property right or the right replacing it in the goods.

## 6. Condition, warranty, obligation to inspect

- 6.1 The goods will have the agreed quality at the time of transfer of risk. This shall be measured exclusively in accordance with the specific written agreement on the properties, features and performance characteristics of the goods.
- 6.2 Information provided in sales catalogs, price lists and other informational documents of Blickfeld as well as other descriptions of the goods shall under no circumstances constitute a warranty for a particular quality of the goods or other services; such particular quality warranty must be expressly given by Blickfeld in writing.
- 6.3 Blickfeld reserves the right to make minor changes to the goods, including changes with regard to color, shape, dimensions and material of the goods, provided that no special agreements have been made in this respect and the

changes do not impair the usability of the goods for the contractually stipulated purpose. This shall also apply to deviations within the scope of what is customary in the trade and deviations that are made on the basis of legal regulations or represent technical further developments, as well as to the replacement of components by equivalent parts.

- 6.4 All safety precautions which become necessary due to special conditions at the customer's premises shall be taken by the customer at its own expense. This also applies if the installation or assembly and commissioning is carried out by Blickfeld.
- 6.5 Unless otherwise expressly agreed in individual cases, the goods delivered by Blickfeld are not suitable and intended for use in particularly safety-relevant areas. (e.g. nuclear power plants and critical medical areas).
- 6.6 The warranty rights (claims for defects) of the customer require that the customer inspects the delivered goods immediately upon receipt and notifies Blickfeld in writing of any defects discovered immediately after the inspection or of hidden defects immediately after their discovery, specifying the defect (§ 377 German Commercial Code (HGB)).
- 6.7 Blickfeld reserves the right to repair, redeliver or provide again free of charge the goods or services which show a material defect within the warranty period according to clause 6.10, at its own choice, provided that the cause of this defect already existed at the time of the transfer of risk. Goods which are replaced by Blickfeld must be returned to Blickfeld upon Blickfeld's request.
- 6.8 If the customer falsely claims the existence of a defect for reasons for which Blickfeld is not responsible, the customer shall reimburse Blickfeld for reasonable expenses incurred for the determination and/or elimination of the claimed defect.
- 6.9 The customer shall have no claim with respect to expenses incurred in the course of supplementary performance, including costs of travel, transport, labor, and material, to the extent that such expenses are increased by the subsequent transfer of the Retained Goods to a place other than the agreed place of delivery.
- 6.10 The warranty period is 12 months from the transfer of risk. This does not apply to claims for defects in goods used for a building (§ 438 para. 1 no. 2 BGB). In this case, the statutory limitation period shall apply. The statutory limitation periods shall continue to apply to damage not caused by a defect in the goods.

## 7. Commercial property rights

- 7.1 Blickfeld warrants that the delivered goods are free of commercial property rights or copyrights of third parties in accordance with this clause 7.
- 7.2 Each Party shall promptly notify the other Party in writing if any claim is made against it for the violation of such rights.
- 7.3 In the event that the contractual use of the delivered goods infringes a commercial property right or copyright of a third party, Blickfeld will, at its own discretion and at its own expense, modify or replace the goods in such a way that no third party rights are infringed anymore, but the goods continue to fulfill the contractually agreed functions, or procure the right of use for the customer by concluding a license agreement. If Blickfeld does not succeed in doing so within a reasonable period of time, the customer is entitled to withdraw from the contract or to reduce the purchase price appropriately.
- 7.4 In case of infringement of rights by goods of other manufacturers delivered by Blickfeld, Blickfeld will, at its own discretion, assert Blickfeld's claims against the manufacturers and upstream suppliers on behalf of the customer or assign them to the customer. In such cases, claims against Blickfeld shall only exist in accordance with this clause 7 if the legal enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, for example due to insolvency.
- 7.5 The rights according to this clause 7 shall not apply if the infringement of third party commercial property rights is due to the fact that the customer has made a modification to the goods which is not permitted under the respective contract or which has not been approved by Blickfeld or if the customer uses the goods contrary to Blickfeld's instructions for use or combines them with programs or data processing equipment not approved by Blickfeld.

## 8. Liability and compensation

- 8.1 Subject to the provisions of section 8.4, Blickfeld's liability for damages, regardless of the legal reason, shall be limited as follows:
  - 8.1.1 Blickfeld's liability for the slightly negligent breach of essential contractual obligations is limited to the amount of the damage foreseeable and typical for the contract at the time of the conclusion of the contract.

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- 8.1.2 Blickfeld is not liable for the slightly negligent violation of non-essential contractual obligations.
- 8.1.3 Material contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely.
- 8.2 The customer is obligated to take appropriate measures to prevent and minimize damages. In particular, he has to notify Blickfeld immediately of damages and losses for which Blickfeld is liable.
- 8.3 Blickfeld's verbal and written statements and information about the suitability and application of Blickfeld products do not release the customer from the obligation to convince himself of the suitability of the offered products for his intended purpose by his own examination and testing. Blickfeld is not liable for damages or futile expenses caused by a consultation provided by Blickfeld on the occasion of or in connection with the conclusion of a contract and which was not provided within the scope of a contractual (secondary) obligation, unless a separate written contract was concluded for the consultation or the damage or the futile expenses were caused by intent or gross negligence on the part of Blickfeld. As far as Blickfeld is not liable for intentional or grossly negligent conduct of its organs or executive employees, Blickfeld's liability is limited to the foreseeable, typically occurring damage.
- 8.4 The above exclusions and limitations of liability shall not apply in the case of intent and gross negligence and insofar as liability is mandatory by law, in particular under the Product Liability Act, for liability based on the assumption of a specific guarantee, in cases of fraudulently concealed defects and for liability due to culpably caused health or physical injury or loss of life.
- 8.5 As far as Blickfeld's liability is excluded or limited, this also applies to the personal liability of Blickfeld's representatives, employees and vicarious agents.
- 8.6 Insofar as claims for damages are not subject to the statute of limitations due to a defect in the goods, a preclusion period of 12 months from the statutory commencement of the statute of limitations shall apply. This shall not apply in the case of bodily injury or damage to health, in the case of damage caused intentionally or by gross negligence and fraudulently concealed defects, with regard to liability for guaranteed characteristics and with regard to liability under the German Product Liability Act. In this respect, the statutory limitation periods shall apply.
- 9. Special regulations for software**
- 9.1 Insofar as the subject of the delivery is software produced by third parties, the scope of the rights and powers granted to the customer shall be determined by the license conditions of such third party, which shall be attached to the delivery and communicated in advance upon request. This applies in particular to such software as operating systems and comparable components of systems to be delivered. Blickfeld will inform the customer in advance in a suitable manner if software of third parties is subject of delivery (e.g. by naming the third party manufacturer in the order documents).
- 9.2 As far as software developed by Blickfeld is subject of the deliveries (be it as a component in devices or as an independent delivery item) and license conditions are attached to the software, the attached license conditions apply. If the customer does not agree with these license terms, the software including all associated documentation must be returned before first use against reimbursement of the payment made for it.
- 9.3 If the Software is not accompanied by previously stated license terms, the following terms apply:
- 9.3.1 The transfer of the software for use in return for a one-time payment constitutes a purchase of rights.
- 9.3.2 Blickfeld grants the customer a simple, non-exclusive, transferable and unlimited right to use the software developed by Blickfeld on a single computer system. The use of the software within the scope of ASP (Application Service Providing), in network operation, in data center operation and by way of outsourcing is not permitted unless Blickfeld has expressly approved it in writing in advance.
- 9.3.3 A transfer of the right of use to a third party requires that the software on the customer's system is completely deleted and that the customer of the software is given the data medium provided by Blickfeld together with the complete documentation, that the customer does not keep a copy of the software and that the customer no longer uses the software himself.
- 9.3.4 The installation of the software is carried out by the customer.
- 9.3.5 The customer is not permitted: a) to transfer the software or the related documents (user documentation) to third parties or to make them accessible to third parties in any other way without Blickfeld's prior written consent (with the exception of the complete transfer according to clauses 9.3.1 to 9.3.5), b) to modify the Software without Blickfeld's prior written consent, c) to create works derived from the Software or to reproduce the related documents (user documentation) or d) to translate or modify the Software or the related documents or e) to create works derived therefrom. The foregoing provisions shall not apply to the extent that the User is expressly entitled by law to perform individual acts.
- 9.4 The contracting parties agree that online user documentation also meets the requirements of proper user documentation. Blickfeld is not obligated to provide the source code underlying the software product.
- 9.5 All rights to the software created by Blickfeld and the related documents as well as to modifications made by Blickfeld remain with Blickfeld. The software and the related documents are to be used and stored in such a way that they are adequately secured against non-contractual use, duplication and transfer.
- 9.6 The making of a copy for backup purposes is permissible. In this case, a reference to Blickfeld's copyrights must be attached to or included in the backup copy. If there is a copyright notice and/or registration number in the software, these must not be removed.
- 9.7 Claims for defects of the customer for software delivered by Blickfeld exist only if the delivered software does not essentially fulfill the agreed or contractually required main functions or does not comply with the recognized rules of technology or is afflicted with defects which reduce or cancel the value or the suitability for the usual or contractually required use more than insignificantly.
- 9.8 Software supplied by Blickfeld is, unless expressly promised otherwise, not fault-tolerant and has not been designed or manufactured for use in hazardous environments where trouble-free operation is mandatory, such as nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, and where failure of the technology would result directly in death, personal injury, or serious damage to property or the environment.
- 9.9 Errors in the software will be corrected exclusively by providing new program versions within the scope of continuous product maintenance, unless a defect exists that significantly restricts the usability of the software and this is reasonable for the customer. The customer is obligated to support Blickfeld within reasonable limits in the determination of program errors (e.g. by sending error logs and other necessary information) upon Blickfeld's request. The delivery of a new program version does not restart the warranty period.
- 9.10 Even after expiration of the warranty period, the customer is not entitled to remedy defects of the software himself or to have them remedied without having given Blickfeld the opportunity to remedy the defect himself within a reasonable period of time.
- 9.11 In all other respects, the provisions of the contract and these Terms and Conditions of Sale shall apply with respect to software, in particular with respect to Blickfeld's warranty and liability.
- 10. Special regulations for on-site services**
- 10.1 The customer is obligated to certify to Blickfeld's employees on a daily basis the hours worked on site. Blickfeld's employees are instructed to provide the customer with a copy of this certificate of working hours. If the certificate is not issued, the data of Blickfeld's employees shall be considered as the basis for calculating the working time. Blickfeld may request a written confirmation of the proper execution of the work. The date of the work should be set by the customer in such a way that it is completed before weekends (if possible on Fridays, if necessary on Saturdays) or holidays. If the work extends over a weekend or over one or more holidays, and if no work is possible or necessary on these days, Blickfeld's employees are entitled to a weekend trip home. The costs shall be borne by the customer. The same applies to consecutive holidays or holidays that border on a weekend.
- 10.2 Blickfeld's employees are instructed to strictly comply with the maximum limits for working hours set out in the applicable working time regulations (in Germany, in particular the Working Time Act (ArbZG)) as well as the specified rest breaks and rest periods.
- 10.3 Insofar as an exceeding of the permissible working time is permissible under certain conditions in exceptional cases, and the customer uses working time of Blickfeld's employees beyond the generally permissible extent, he shall immediately inform Blickfeld and certify the existence of the conditions for a

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permissible exceeding and its duration in the form corresponding to the requirements of the respective applicable regulations. Work on Sundays and public holidays can only be performed in exceptional cases provided for by the applicable regulations. Here, too, the customer shall inform Blickfeld immediately and issue the employees with a corresponding certificate.

10.4 The assignment of employees by Blickfeld takes place upon presentation of a written or telex (telegram, fax, e-mail) order.

10.5 The customer shall take the necessary measures to protect Blickfeld's employees in accordance with the respectively valid and applicable accident prevention regulations. In particular, the accident prevention regulations of the Berufsgenossenschaft der Feinmechanik und Elektrotechnik (or comparable) as well as the Ordinance on Hazardous Substances shall be observed.

## 11. Confidentiality

11.1 The contracting parties undertake to treat as confidential all commercial and technical details which are not in the public domain, other trade and/or business secrets, as well as other confidential information of the respective other contracting party which becomes known to them in the course of their business relations and not to use it for any purpose other than the purpose of the contract. The confidentiality obligation shall not apply if the information (i) is publicly known at the time of disclosure or becomes publicly known at a later point in time and this circumstance is not due to misconduct on the part of the receiving party; (ii) has come to the knowledge of the Receiving Party lawfully and without any obligation of confidentiality being breached thereby - to the best of the Receiving Party's knowledge and belief - by means other than through the Disclosing Party or its Affiliates; (iii) has demonstrably been independently developed by the Receiving Party; (iv) is required by law to be made available to public authorities; or (v) is required to be disclosed by order of a court or regulatory authority.

11.2 The contracting parties will also oblige their employees, subcontractors, etc. accordingly.

11.3 The contracting parties may only advertise their business relationship with the prior written consent of the other party.

## 12. Claims under insurance contracts

12.1 Insofar as Blickfeld has direct claims against the customer's insurer with regard to the delivered goods as a co-insured party, the customer already now gives his consent to Blickfeld to assert these claims in his own name.

## 13. Obligations under the Electrical and Electronic Equipment Act (ElektroG)

13.1 The customer assumes the obligation to properly dispose of the delivered goods after termination of use at his own expense in accordance with the statutory provisions. The customer indemnifies Blickfeld from the obligations according to § 19 ElektroG (obligation of manufacturers to take back electrical and electronic equipment) and related claims of third parties.

13.2 The customer shall contractually obligate commercial third parties to whom it passes on the delivered goods to properly dispose of them after termination of use at their expense in accordance with the statutory provisions and to impose a corresponding obligation on their customers in the event of renewed passing on. If the customer fails to impose a corresponding obligation on third parties to whom it passes on the delivered goods, the customer shall be obliged to take back the delivered goods at its own expense after termination of use and to dispose of them properly in accordance with the statutory provisions.

13.3 The customer may not under any circumstances pass on the delivered goods or parts thereof to private third parties due to their classification as used exclusively for commercial purposes in accordance with the ElektroG.

13.4 The customer warrants that it will fully comply with its obligations under the ElektroG.

13.5 Blickfeld's claim for takeover/indemnification by the customer shall not become time-barred before the expiration of two years after the final termination of the use of the delivered goods. The two-year period of suspension of the statute of limitations shall commence at the earliest upon receipt by Blickfeld of a written notice from the customer regarding the termination of use. Blickfeld is entitled to demand proper proof of disposal by the customer.

## 14. Place of jurisdiction, place of performance, applicable law

14.1 Unless otherwise agreed, the place of jurisdiction for all disputes arising from the contractual relationship is Munich (Germany). However, Blickfeld reserves the right to sue the customer at any other legal place of jurisdiction.

14.2 Unless otherwise stated in Blickfeld's order confirmation, the place of performance shall be Blickfeld's place of business.

14.3 The legal relationship between the contracting parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## 15. Other

15.1 Customer may not assign its rights under this contract, in whole or in part, or otherwise transfer them or its obligations hereunder, without Blickfeld's prior written consent, provided that this does not disproportionately affect customer's interests.

15.2 With regard to all written documents - as far as available - only the German language text is binding.

15.3 Should individual provisions of the contract or these Terms and Conditions of Sale be or become invalid, this shall not affect the validity of the other provisions.