

Delivery Conditions

1. GENERAL, SCOPE OF APPLICATION, OFFERS

- 1.1 All our deliveries shall be governed exclusively by the following terms and conditions. We will not acknowledge any conflicting or deviating conditions, unless we have expressly agreed to them in writing. For services offered by us, separate service conditions shall apply additionally. The following terms and conditions shall also be applicable to future transactions with the customer and in cases where we execute the delivery unconditionally in knowledge of conflicting or differing terms of the customer.
- 1.2 Cost estimates shall be non-binding. Our offers shall be subject to change unless expressly agreed otherwise. Binding offers shall expire 90 days after the date of the offer, unless a different binding period has been provided in the proposal or unless the offers are extended by us in writing.
- 1.3 Orders of the customer which are to be qualified as an offer in accordance with § 145 BGB (German Civil Code) can be accepted by us within two weeks.

2. INFORMATION, DOCUMENTATION

- 2.1 Details of weights and measures, drawings, explanations, descriptions and illustrations contained in our brochures or other sales documents shall only represent a general description of materials and shall be construed as part of the offer or contract only if and in so far as their validity has been expressly agreed therein.
- 2.2 We reserve the right to modify the technical concept on which the offer is based, unless this would be unreasonable for the customer (e.g. if this would have adverse effects on the performance or quality of the delivery item offered or on its price or delivery date).
- 2.3 Our licensors or we shall retain sole ownership and copyright in respect of all software, drawings and other documentation. This shall also be applicable to any written documents marked "confidential" (or similar). Hand-over of such documents to third parties requires our prior written consent. Documents must be returned to us on request.

3. PACKAGING, SHIPMENT, TRANSFER OF RISK

- 3.1 Unless otherwise agreed, the goods shall be shipped "ex works" from the place indicated in our offer or contractual acceptance document.
- 3.2 Unless otherwise specified, the prices shall include the costs of customary packing.
- 3.3 Unless otherwise agreed, the risk of accidental loss or deterioration of the goods shall pass over to the customer along with the transfer to the person responsible for transport, but not later than departure of the goods from the delivery warehouse. This shall also apply in the event that delivery is to be carried out by us. If dispatch

is delayed due to a fault on the part of the customer, the risk shall pass over to the customer on the date on which the goods are notified as ready for dispatch.

4. DELIVERY, DELAY

- 4.1 The beginning of the delivery period specified by us implies that all technical questions have been clarified.
- 4.2 Compliance with our delivery commitment is further subject to the timely and orderly completion of the obligations and duties of the customer.
- 4.3 If the customer delays acceptance or otherwise culpably violates his duties of cooperation, we shall be entitled to claim for damages incurred by us including additional expenditures, if applicable. Any further claims or rights remain reserved. In this case the risk of accidental loss or deterioration of the goods shall pass over to the customer on the date of default of acceptance or any other violation of the customer's obligation to cooperate.
- 4.4 Unless expressly specified otherwise, agreed delivery periods shall relate to shipment from our factory or forwarding department (also see sub-section 3.1).
- 4.5 Partial deliveries shall be permissible to a reasonable extent.
- 4.6 Delivery periods shall be extended reasonably, if the agreed delivery deadlines cannot be met due to Force Majeure or other events beyond our control, e.g. mobilisation, war, earthquake, flood, fire or other natural disasters, pandemics, epidemics, strikes, lock-out, shortage of materials or power, delivery delays on the part of suppliers, national or international import and export restrictions and the like. The same applies if any of the aforementioned events happens during a delivery delay or at any of our suppliers. Should we be unable to fulfil an order for longer than 2 months due to the aforementioned events, we shall have the right to cancel all or part of the order with no resulting entitlement to compensation on the part of the customer.
- 4.7 We shall be liable in accordance with the statutory provisions as far as the corresponding sales agreement is a firm deal [*Fixgeschäft*] in accordance with § 286 Section 2 No. 4 BGB (German Civil Code) or § 376 HGB (German Commercial Code). We also accept liability according to legal regulations, if - as consequence of a delay in deliveries caused by us - the customer is entitled to assert a claim that he is no longer interested in a further performance of the contract.
- 4.8 Furthermore we accept liability in accordance with the statutory provisions, should the delivery delay be based on an intentional or grossly negligent contractual violation on our part; any fault [*Verschulden*] of our representatives or vicarious agents is to be attributed to us. Should the delivery delay be founded on a grossly negligent violation of the contract on our part, our liability for

Delivery Conditions

compensation will be limited to the foreseeable and usually occurring damage.

- 4.9 We also accept liability in accordance with the statutory provisions, in so far as the delivery delay is caused by us due to a culpable breach of an essential duty of the contract; in this case, however, the liability for compensation will be limited to the foreseeable and usually occurring damage.

5. RETENTION OF TITLE

- 5.1 We shall retain the right of ownership of the purchased goods until all payments specified in the delivery contract have been received. In the event of infringement of the agreement by the customer, in particular in the event of delay of payment, we shall be entitled to take back the goods delivered. Taking back the purchased goods by us shall be construed as termination of the contract. We shall be authorized to exploit or dispose of the goods after their withdrawal. The exploitation proceeds will be offset against the customer's liabilities – less reasonable exploitation costs.

- 5.2 The customer is obliged to treat the purchased goods with care; in particular, he shall be obliged to insure them against fire and water damage as well as theft at his own expense, with the insured sum being adequate to cover the replacement value. As far as maintenance and inspection works are required, the customer must carry out these works in good time and at his own expense.

- 5.3 In the event of seizures or other interventions by third parties, the customer must notify us in writing without undue delay, so that we can take legal action pursuant to § 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to refund us the legal and out-of-court costs of a lawsuit according to § 771 ZPO, the customer shall be liable for the loss incurred by us.

- 5.4 The customer is entitled to resell the goods purchased in the context of ordinary business; however, he now and hereby assigns to us all claims equivalent to the final amount invoiced by us (including value-added tax) accruing to him from the resale of the goods purchased from us to his customers or third parties, irrespective of whether the purchased goods have been resold without or after further processing. The customer shall remain authorized to collect these claims even after assignment to us. Our right to collect the receivables ourselves shall remain unaffected by this. However, we undertake not to collect the claim as long as the customer fulfills his payment obligations arising from the proceeds collected, is not in default of payment, and particularly no application for opening composition or insolvency proceedings has been filed or payment has not been stopped. In the event that any of the before-mentioned circumstances pertain, we can demand that the customer discloses to us the assigned claims and their debtors, provides us with all particulars required for collection, hands over to

us the corresponding documents and notifies the debtors (third parties) about the assignment.

- 5.5 Processing or transformation of the purchased goods by the customer will always be carried out for us. If the purchased goods will be processed using material not belonging to us, we acquire the joint ownership of the new goods in proportion of the value of the goods purchased (final amount of invoice including VAT) to the other goods processed at the time of processing. The provisions applicable to the goods delivered under the title of retention shall also apply to the products resulting from processing.

- 5.6 If the goods purchased are mixed inseparably with other material not belonging to us, we acquire the joint ownership of the new goods in proportion of the value of the goods purchased (final amount of invoice including VAT) to the other goods mixed at the time of mixing. If mixing is carried out in such a way that the item of the customer can be regarded as main item, it is agreed that the customer shall transfer co-ownership to us on a pro-rata basis. The customer shall keep the resulting title to sole ownership or joint ownership on our behalf.

- 5.7 In order to safeguard our claims against the customer, the customer shall also assign to us any claims against a third party accruing from the combination of the goods purchased with real property.

- 5.8 At the request of the customer, we undertake to release the securities to which we are entitled in so far as the realizable value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released shall be at our discretion.

6. SOFTWARE, CUSTOMIZING, RIGHTS OF USE

- 6.1 Unless otherwise agreed, the customer shall be granted the non-exclusive and non-transferable right to use the software in accordance with its intended purpose with the agreed performance features in unchanged form on the equipment agreed upon. The scope of intended use will be specified in the documentation supplied with our deliveries. The right of use is limited to the agreed period of time; in the absence of such an agreement, the right of use shall be unlimited in time.

- 6.2 Ownership and/or all other rights to the software shall be retained by us or our licensors. Unless otherwise agreed, programs may neither be reproduced nor modified or disclosed to third parties without our prior written consent.

- 6.3 Unless otherwise agreed, the software may be used only by the customer in machine-readable form (object code) together with the delivered hardware. Using the software on any other equipment requires our prior written consent. In the event of a culpable violation of this obligation, we shall be entitled to claim an adequate additional reimbursement. Any claims in excess thereof remain unaffected.

Delivery Conditions

- 6.4 In so far as software is handed over to the customer, for which we only possess a derived right of use (third-party software), the provisions of this Section 6 shall be amended and superseded by the terms of use agreed between us and our licensor. If and to the extent that we provide the customer with an Open Source Software, the terms of use which this software is subjected to shall additionally apply and shall have precedence over the provisions of this Section 6. Where appropriate, we will inform the customer on the presence of third-party software and Open Source Software and their terms of use in the documentation supplied with the goods delivered. Upon request, these terms of use will be made available to the customer. In the event of a violation of these terms of use, we and our licensor shall both be entitled to assert claims and rights arising therefrom in our or his own name.
- 6.5 The customer may make only one copy of the software which shall be used exclusively for backup purposes (backup copy). Otherwise, the software may be copied only in cases where - as an exception - a multi-user license has been granted.
- 6.6 Apart from cases subject to § 69e German Copyright Act (de-compilation), the customer shall not be entitled to amend the software, reverse engineer or translate it or take out any program parts. Any existing alphanumeric and other codes of data carriers may not be removed and are to be transferred unmodified to any backup copy created by the customer.
- 6.7 When an important reason exists, our customer shall be granted the revocable right to transfer the right to use the software to third parties. However, such a transfer to third parties may take place only together with the equipment purchased from us in conjunction with the software. In the event of such a transfer of the right of use to third parties, it must be ensured that the third party is not granted further rights to use the software than the customer holds in accordance with these terms and the associated documentation. Furthermore, it must be ensured that the third party is subject to at least the existing obligations as defined in these terms and conditions. In the event of a software transfer, it is not allowed to retain any copy of this software.
- 6.8 The customer is not authorized to grant sub-licenses to the software.
- 6.9 At the end of the agreed usage period for the software, the customer shall, at our discretion, return or destroy the original programs and all copies thereof and indicate in writing that he has done so.
- 6.10 Regarding work results created by us for the customer within the scope of customizing (adaptation of standard software to the customer's requirements which is not carried out at source code level) we shall grant the customer upon full payment of the remuneration owed the non-exclusive right to use such work results without restriction in terms of time, place and content, insofar as this is necessary for the use of these work results.
- 7. COMPLAINTS, LIABILITY FOR DEFECTS**
- 7.1 Complaints due to incomplete or wrong deliveries shall be reported to us without undue delay and in writing, at the latest within one week after receipt of the goods (obvious defects) or detection of the defect. Otherwise, the enforcement of warranty claims [*Mängelansprüche*] shall be excluded.
- 7.2 Warranty claims of the customer arising from defects require that the customer has, in accordance with § 377 HGB (German Commercial Code), duly satisfied his obligations to examine the goods received and give notice of any defects detected. We do not accept any restriction of this obligation to inspect the material and give notice of defects detected.
- 7.3 Warranty claims for defects are statute-barred within 12 months after the transfer of risk. The preceding provision shall not apply in cases where law stipulates longer limitation periods for claims according to §§ 438 Sect. 1 No. 2 (buildings and goods for buildings), 438 Sect. 3 (malicious concealment of defects), § 479 Sect. 1 (recourse claim) and § 634a (building defects) of the German Civil Code (BGB). However, in case of compensation claims arising from injury to life, limb or health or claims for damages founded on grossly negligent or willful actions on our side, the statutory limitation periods shall apply.
- 7.4 To the extent the supply contains a defect, we will provide supplementary performance [*Nacherfüllung*] either in the form of rectification of the defect or delivery of a new item without defect. In case of a remedial action or replacement delivery, we shall be obliged to bear all costs incurred by the supplementary performance, in particular transportation and road costs, as well as work and material costs, provided that these are not higher due to the fact that the purchased item has been conveyed to a place other than the place of delivery and this relocation does not comply with the intended use.
- 7.5 Remedying a defect or providing a replacement delivery does not renew the limitation period.
- 7.6 If the subsequent performance, i.e. remedial measures or replacement delivery fails, the customer can withdraw from the contract or reduce the purchase price.
- 7.7 Warranty claims shall be excluded in cases where there is only an insignificant deviation from the properties agreed upon or only an insignificant impairment of the usefulness.
- 7.8 The following are not deemed to be defects:
- usual wear and tear;
 - quality of the product or damages occurring after the transfer of risk which result from improper handling, storage or installation, non-observance of installation and operating instructions or excessive strain or use;
 - quality of the product or damages due to force majeure or resulting from particular external influences not assumed according to the contract or

Delivery Conditions

- due to the use of the product outside the use provided for in the contract or outside its ordinary use;
- non-reproducible software errors.

Warranty claims are excluded, if the product is modified by third parties or through installation of parts from third parties, unless there is no causal link between the defect and such change.

Furthermore, we shall not be liable for the quality of the product which is based on the construction or choice of material used, provided that the customer has stipulated to us this construction or material.

- 7.9 We shall be liable in accordance with the statutory provisions as far as the customer asserts claims for compensation based on intent or gross negligence, including intent or gross-negligence of our representatives or vicarious agents. If we are not held liable for an intentional violation of the contract, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- 7.10 We shall be liable in accordance with the statutory provisions, in so far as we culpably breach a material obligation of the contract [wesentliche Vertragspflicht]; however, even in this case the liability for damages shall be limited to the foreseeable, typically occurring damage.
- 7.11 In so far as the customer is entitled to claim compensation for the damage instead of performance/service [Schadensersatz statt der Leistung] due to a negligent violation of our duties, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.
- 7.12 Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability according to the Product Liability Act (Produkthaftungsgesetz).
- 7.13 Unless otherwise agreed above, all other liability is excluded.

8. OTHER CLAIMS FOR COMPENSATION

- 8.1 Any further liability for compensation of damages beyond that provided in sections 7 as well as 4.7 to 4.9 shall be excluded independent of the legal nature of the claim asserted. This shall apply in particular to claims for compensation resulting from defaults when signing the contract (culpa in contrahendo), other violations of duties or tortious claims for property damage according to § 823 of the German Civil Code.
- 8.2 The limitation as defined in sub-section 8.1 above shall also apply if - instead of a claim for damages - the customer will demand reimbursement of useless expenditure instead of performance.
- 8.3 In so far as our liability for damage compensation is excluded or restricted, this shall also apply to the per-

sonal liability for damage of our employees, staff members, representatives and vicarious agents.

9. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHTS

- 9.1 We shall be liable for claims which arise from the infringement of intellectual property rights and copyrights only, if the intellectual property right or copyright is not or was not property of the customer or a company which was directly or indirectly controlling, controlled by or under common control with the customer, the customer notified us promptly after becoming aware of any risk of infringement or (alleged) case of infringement and afforded us at our request – as far as possible – the opportunity to conduct any legal disputes (also out-of-court) and in case of registered intellectual property rights only where at least one registered intellectual property right out of the property right family concerned has been published either by the European Patent Authority or in one of the following states: Germany, France, United Kingdom, Austria or USA.
- 9.2 At our discretion we may either for the benefit of the customer procure a license for the product (allegedly) infringing an intellectual property right or copyright, or modify the product in such a way that it does no longer infringe the intellectual property right or copyright or replace it by a product which is similar and does no longer infringe the intellectual property right or copyright. Should this prove unfeasible for us under reasonable conditions or within an adequate period, the customer shall be entitled to the legal right to withdraw from the contract, provided that he has afforded us the opportunity to modify the product. Under the same conditions we shall also be entitled to withdraw from the contract. We reserve the right to take the measures provided in this sub-section 9.2, sentence 2, even if the infringement of an intellectual property right or copyright has not yet been legally determined or recognized by us.
- 9.3 Furthermore, claims of the customer are excluded if the products are manufactured in accordance with the specification or the instructions of the customer or the (alleged) infringement of the intellectual property right results from the use in combination with another product not supplied by us or the products are used in a way which we could not foresee.
- 9.4 Our liability for damages is further regulated in sub-sections 7.9 to 7.13.
- 9.5 Sub-section 7.3 shall apply correspondingly to the statute of limitation for claims due to an infringement of intellectual property rights and copyrights.
- 9.6 Any further or other claims of the customer for the infringement of third-party intellectual property rights and copyrights than those defined in this section 9 shall be excluded.

Delivery Conditions

10. EXPORTATION AND RESALE

- 10.1 Unless the goods delivered by us have been installed into a larger system, they may be exported only with our written consent to other countries which must have been specified already in the order. This shall not apply to re-exportations within the European Economic Area.
- 10.2 In case of violations we shall be entitled to claim compensation besides having the right to withdraw from current orders.
- 10.3 The customer undertakes to adhere to the German Federal Act on Foreign Trade (Außenwirtschaftsgesetz), the US Export Administration Regulations as well as any other export control regulations which may be applicable, whenever exporting products supplied by us.
- 10.4 In case of a resale of any goods supplied by us, the customer undertakes to comply with the regulations of the German Federal Act on Foreign Trade (AWG), German Foreign Trade and Payments Regulation (AWV), the EU Dual-Use Regulation (VO (EG) No. 428/2009) as well as the US Export Administration Regulations (EAR) – in their respectively valid versions and to place his customers under a corresponding obligation.
- 10.5 The customer shall compensate us for any damages and costs incurred due to a culpable non-compliance with the obligations specified in this section 10 and shall indemnify us from any claims of third parties raised against us in this conjunction.

11. TERMS OF PAYMENT

- 11.1 Prices are quoted "ex works" including customary packaging plus the statutory sales tax applicable at the time. Sales tax will always be invoiced except in cases where the prerequisites for tax exemption for export deliveries are fulfilled.
- 11.2 Unless otherwise agreed payments shall be due within 30 days after (partial) delivery of the goods. If we have a legitimate interest we are entitled to request an adequate down payment respectively an advance payment. We are entitled to set off payments against the oldest open invoice. The statutory provisions with respect to consequences of default in payment shall be applicable.
- 11.3 Invoices shall be issued in EUR. Even if foreign currency amounts should be indicated in the invoices besides the EUR amount, the EUR amount shall govern. Amounts received in foreign currency shall be credited with the proceeds obtained from them in EUR.
- 11.4 If as a result of subsequently incurred circumstances there are factual indications of a substantial deterioration of the customers financial situation possibly jeopardizing our payment claim, we shall be entitled to demand appropriate securities for our deliveries and services and/or revoke any periods possibly allowed for payment (even for other claims). Claims based on deliv-

eries or services already rendered or due to delayed payments and our rights under § 321 of the German Civil Code shall remain unaffected.

- 11.5 The customer is entitled to assert a right of retention or offset claims only as far as such claims have been recognized by us, are undisputed or have been established as finally legally effective. The customer can exercise a right of retention only if his counterclaim is based on the same contractual relationship.
- 11.6 The assignment of claims resulting from this contractual relationship shall require our prior written consent. An entitlement to the grant of such a consent does not exist. § 354a of the German Commercial Code (HGB) remains unaffected.

12. CONFIDENTIALITY

- 12.1 The contracting parties undertake not to make any confidential information received by the other contracting party including this contract accessible neither directly nor indirectly to third parties verbally or written or in any other way, except with the express written consent of the other party or in cases where the corresponding information is (a) generally accessible or known, or (b) has been made known to the recipient by an authorized third party without any obligation to confidentiality, or (c) was demonstrably already in the receiving party's lawful possession prior to the receipt thereof. "Confidential Information" shall mean any economical, commercial, technical or other information of confidential nature, particularly all specifications, descriptions, sketches, drawings, designs, patterns, samples, data, inventions, formulae, processes, plans, programs, models and any other knowledge, experiences and know-how not belonging to the state of the art which is disclosed or made available by one of the Parties (the "Discloser") to the other Party (the "Recipient") in the course of the performance of the contract, independent of the type of recording, storage or transmission and regardless of whether these have been explicitly or tacitly identified as being secret or confidential. Any information which was expressly named or marked as being confidential shall in any case be deemed to be Confidential Information.
- 12.2 Should one of the contracting parties become aware that an unauthorized third party has obtained unlawful possession of confidential information or that any document to be kept secret has been lost or destroyed, the other contracting partner shall be notified thereof without delay.
- 12.3 Subject to any other provisions specified in a separate contract, the confidential information exchanged must not be exploited, copied (particularly by way of so called "reverse engineering") or otherwise used (either by the recipient itself or on its behalf by third parties) for any purposes other than those agreed between the contracting parties without a prior written permission. The disclosing contracting party reserves all rights regarding all information made available. The customer is aware that particularly our business secrets ("Geschäftsgeheimnis-

Delivery Conditions

se”) are economically valuable for us and hence are protected by reasonable measures for the protection of confidentiality and we have legitimate interest to protect the confidentiality of such business secrets.

12.4 The duty of confidentiality applies to all employees and agents involved irrespective of the type and legal framework of their employment. The contracting parties undertake to inform their employees and agents of the confidentiality commitment and to oblige them to maintain confidentiality respectively. The contracting parties shall endeavor to keep the number of persons involved to a minimum in the interest of protecting confidential information.

13. DATA PROTECTION

13.1 Regarding personal data of the customer, we undertake to comply with the relevant statutory provisions, in particular with the General Data Protection Regulation (GDPR) (Datenschutzgrundverordnung (DSGVO)).

13.2 We shall collect, save, process and use the customer's personal data only if and to the extent that this is necessary for concluding, accomplishing or terminating this contract. Any further collection, saving, processing and utilization of the customer's personal data shall not take place unless specifically demanded or permitted by a legal provision or to the extent the customer has consented thereto.

13.3 The customer is aware that the collection, processing and utilization of his name, consumer and business activity, address, date of birth and bank account based on Article 6, Section 1 b of the General Data Protection Regulation are necessary for the implementation of pre-contractual measures and the fulfillment of the contract.

13.4 Within the legally permitted framework, we shall be entitled to check the risk of non-payment on the purchaser side for the purpose of deciding whether to establish, conduct or terminate the purchase contract. In this conjunction, probability values for a future conduct of the customer may be computed and used. We will also use the customer's address data to calculate such probability values. For the examination, we shall use the services offered by credit bureaus, such as the SCHUFA Holding AG (Wiesbaden) or other third parties and for this purpose pass on customer data to these bureaus and enquire data from them. Any data collection, processing and utilization for this purpose shall take place on the basis of Article 6, Section 1b of the General Data Protection Regulation (GDPR).

13.5 In particular, we shall be entitled to pass on customer data to third parties, if and to the extent that this is necessary for the implementation of pre-contractual measures and the fulfillment of the contract (e.g. shipment, invoicing or customer care) in compliance with Article 6, Section 1c of the General Data Protection Regulation. Within the legally permitted framework, we may also pass on these data to third parties (e.g. collection agencies) for the purpose of debt enforcement in com-

pliance with Article 6, Section 1b and/or f of the General Data Protection Regulation.

13.6 Pursuant to statutory requirements we shall on request of the customer inform him free of charge on any of his personal data stored by us. The customer shall be entitled within the framework of the statutory provisions to request the correction, deletion, restriction of processing and transfer of his personal data to third parties. Furthermore, the customer has the right to lodge a complaint with a regulatory authority.

13.7 The customer may at any time contradict to a possible use of his personal data (I) for the necessary performance of a task carried out in the public interest or in the exercise of official authority transferred to the supplier or (II) necessary for safeguarding legitimate interests on our part or on the part of a third party – as for example defined in sub-section 13.5 above – by sending us a note to that effect in accordance with Article 21, Section 1 of the General Data Protection Regulation. Provided that we cannot invoke any overriding compelling legitimate grounds, we will upon receipt of the objection no longer use the data concerned for these purposes.

13.8 The following company shall be responsible for all questions relating to data protection and for exercising the rights specified in sub-sections 13.6 and 13.7: telent GmbH; Gerberstraße 34; 71522 Backnang, Germany; Phone: +49 7191 900 0; E-mail: info.germany@telent.de; Website: www.telent.de. Our responsible contact for data protection can be reached under the above address and contact data or the following e-mail address: datenschutz@telent.de.

14. TERMINATION OF CONTRACT

14.1 In the event that either contracting party commits a material breach of this contract, the non-defaulting contracting party shall give the defaulting contracting party written notice of the alleged breach and grant a reasonable period for remedying the alleged breach. In the event that the defaulting contracting party fails to remedy the alleged breach within such period, the non-defaulting contracting party may upon expiry of a reasonable time limit set in writing immediately terminate the Contract (and licenses granted herein) in whole or in part without affecting any other claim.

14.2 Termination of the contract for whatever reason shall not discharge the customer from performing any obligation or from payment of any sums already due or becoming due at the time of termination.

15. WASTE DISPOSAL OF ELECTRICAL AND ELECTRONIC EQUIPMENT OUT OF SERVICE

15.1 The customer is obliged to dispose the delivered goods after termination of their use at his own expenses in accordance with the statutory legal provisions. The customer shall indemnify us from our duties according to §

Delivery Conditions

10 Section 2 ElektroG (manufacturer's obligation to take back devices returned for disposal) as well as claims of third parties in connection herewith.

- 15.2 If the customer passes on the goods received from us to any commercial third parties, the customer must ensure by means of an appropriate agreement to be met with such third party that the delivered goods will be disposed properly after termination of use according to the legal provisions at their own or the customer's costs. Furthermore, the customer shall contractually oblige any third party to impose the same written obligation to any customer who may receive the goods in the event of a further transfer.
- 15.3 Should the customer neglect his duties in accordance with sub-section 15.2, the customer shall be obliged to take back the delivered goods at his own expense and to dispose them properly according to the statutory legal provisions.
- 15.4 The customer shall inform us in case of own use of the delivered goods about the termination of use and disposal in accordance with the statutory provisions. In case of passing on the delivered goods to any commercial third parties or in case of mandating a third party with the disposal of the delivered goods, the customer shall inform us on this accordingly. Upon request, the customer shall provide us – within a reasonable scope – with all information giving evidence of fulfilment of the manufacturers' obligations (particularly § 13 ElektroG) resulting from the ElektroG law (e.g. location of the delivered goods, location of disposal).
- 15.5 Our claims resulting from this Section 15 shall not be subject to the statute of limitations before expiry of two years after final termination of use of the delivered goods. This two years' suspension of the statute of limitations shall begin at the earliest after receipt of a written notice of the termination of use by the customer.

16. PLACE OF PERFORMANCE, VENUE, APPLICABLE LAW, TRANSLATION

- 16.1 The place of performance is the forwarding location chosen by us.
- 16.2 Venue shall, at our discretion, be Stuttgart or the location of the business carrying out the order, if the customer is a merchant, a legal entity of the public law or special public-law property.
- 16.3 We are also entitled to bring action before the court which has jurisdiction over the location of the head office or a branch office of the customer.
- 16.4 The contract shall be governed by and construed in accordance with the laws of Germany. Application of the German Conflict of Laws regulations as far as they refer to a foreign law, as well as laws concerning the international purchase of movable property, in particular the United Nations Convention of April 11, 1980 on Con-

tracts for International Sale of Goods (UN Sales Convention / CISG) shall be excluded.

- 16.5 This is solely a translation of the German version of our delivery condition. In the event of differences between the German version and this translation, the German version shall take precedence over the English translation.