

I. General, Scope

1. These General Terms and Conditions of Sale ("**General Sales Conditions**") apply to all offers, order confirmations and contracts concerning goods and services of all kinds (collectively "**Services**") provided by MiTek Industries GmbH, and its legal successors (each individually "**Company**") in business dealings with entrepreneurs within the definition of Section 14 German Civil Code (*Bürgerliches Gesetzbuch*, BGB), legal entities under public law or special funds under public law (in each case the "**Customer**"). The leasing of digital products for a limited period of time, such as PAMIR and MiTek Optics, as well as other (cloud-based) software is not subject to these General Sales Conditions but is subject to separate terms and conditions regarding the lease and maintenance as well as licensing terms for digital products of the Company.
2. All contracts between the Company and the Customer and individual offers, orders and order confirmations are governed exclusively by the valid version of the General Sales Conditions. The valid version of the General Sales Conditions can be accessed at www.mitek.de and www.mezzanine-europe.de/agb.
3. On first performance of a Service governed by the General Sales Conditions, the Customer acknowledges their exclusive application for all further offers, orders, contracts and other legal transactions, even when their application is not again specifically agreed.
4. The application of general terms and conditions of the Customer that contradict or deviate from these General Sales Conditions is hereby expressly rejected, unless the Company expressly consented to their application, in textform. The General Sales Conditions also exclusively apply if the Company, in full knowledge of general terms and conditions of the Customer that contradict or deviate from these General Sales Conditions, renders a Service without reservation.

II. Conclusion of Contract

1. Offers of the Company are non-binding and the Company reserves the right to prior sale, unless otherwise agreed in textform.
2. Unless otherwise agreed in textform, an offer by the Company that is designated as binding can only be accepted by the Customer within a period of 14 days from the date of such offer due to significant price fluctuations as well as material shortages on the steel and timber market and on the markets for other raw materials and semi-finished goods required for the production of the Company's goods.
3. A contract is concluded only upon confirmation of the order by the Company or – if the Company issued an offer designated binding and with a time limitation – upon timely acceptance by the Customer. The Customer is bound to its declaration of intent issued in response to a non-binding offer of the Company with the intention of concluding a contract (customer offer) for the period of two weeks.
4. Offers, acceptance and order confirmations must be made in textform.

III. Scope, Deviations

1. The order confirmation issued by the Company (including any annexes thereto) is authoritative with respect to the scope of the contract. The Company will render its Services solely in compliance with the characteristics, features, intended use and other conditions as set out in the provisions of the contract and any of its performance specifications. Additional subjective and objective conditions within the meaning of Section 434 BGB as well as any implied conditions will not be warranted (*gewährleistet*) and are explicitly excluded.
2. Side agreements and amendments to the scope must be confirmed by the Company in textform.
3. The Company is entitled, following conclusion of the contract, even without the prior consent of the Customer, to make alterations to the material selection, the components selection, the version or design, provided such alteration is necessary during the term of the contract (i) due to a mandatory change in (a) the technical standard or (b) the legislative framework or (ii) in compliance with a uniform model policy of the Company and the alterations are of at least the same standard and do not in any way impede the usability of the Service. If the relevant amendment is unreasonable for the Customer in an individual case, it has the right to withdraw from the contract.

IV. Prices, Means of Payment, Default of Payment, Payment Security, Set-off and Retention, Assignment

1. The mezzanine systems offered as well as the machines and connectors comply with the Company's current standard in terms of configuration, component parts and the selection of component parts/modules. Purchasing terms of the Customer or procurement rules (*Bezugsquellenvorschriften*) are not taken into account. Compliance with such provisions may result in price changes.

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2. Prices are net and subject to VAT at the applicable statutory rate, unless otherwise provided in a separate agreement in textform. VAT at the statutory rate applicable on the invoice date is stated separately on the Company's invoice.
3. Surcharges, special services and/or ancillary services will be charged separately, based on a separate agreement in textform.
4. Unless otherwise agreed in textform, the following schedule applies to payments for the Services:
 - a) Mezzanine systems:
 - 30% of the price as an advance payment upon conclusion of the contract;
 - 50% of the price when the mezzanine systems to be supplied leave the Company's supplier plant;
 - 20% of the price on acceptance of the mezzanine systems (see Section VIII. 7. of the General Sales Conditions) at the destination.
 - b) Connectors
 - 100% of the price within 14 days of delivery or collection of the goods and receipt of invoice.
 - c) Machines
 - 50% of the price as an advance payment upon conclusion of the contract;
 - 40% of the price when the machine to be supplied leaves the Company's supplier plant;
 - 10% of the price on acceptance of the machine (see Section VIII. 7. of the General Sales Conditions) at the place of destination.
5. The Company reserves the right to accept cheques and bills of exchange on a case-by-case basis. All payments are deemed to have been rendered only when finally credited to the Company's bank account. Costs attributable to payment by cheque or bill of exchange, in particular discount costs, bills of exchange or stamp costs, as well as bank charges, must be borne in full by the Customer.
6. In the event of non-compliance with the payment terms and in the event of knowledge of circumstances that call into question the creditworthiness of the Customer, the Company expressly reserves the right to make any further performance of Services conditional upon the Customer rendering advance payment or furnishing appropriate security. The Company may set a reasonable period for this. Upon fruitless expiry of that period, the Company may refuse to render any Services not yet performed and withdraw from all contracts concluded with the Customer. Claims for damages of the Customer in this context are excluded. This is without prejudice to any further rights of the Company.
7. In the case of the provision of Services by the Company outside the Federal Republic of Germany, the Company may demand that the Customer provides a bank guarantee, an irrevocable letter of credit or a directly enforceable guarantee of performance, such guarantee applicable for an unlimited time, in each case issued by a banking institution recognised in the Federal Republic of Germany, to the value of the Service ordered. All costs connected with the furnishing of security must be borne by the Customer.
8. In the event of default in payment by the Customer, default interest of 9 percentage points above the applicable base rate is payable in each case. The Company reserves the right to assert damage in a higher amount.
9. The Customer is entitled to set-off counterclaims only insofar as such counterclaims have been conclusively legally determined, are uncontested or have been acknowledged by the Company.
10. The Customer has a retention right only insofar as its counterclaim is based on the same contractual relationship.
11. An assignment or pledge of rights and claims of the Customer against the Company is subject to the prior consent of the Company in textform.

V. Dates, Deadlines, Performance Periods

1. As a rule, dates, deadlines and performance periods for the rendering of the Services are non-binding and are binding on the Company only if they have been designated binding, in textform.
2. Dates, deadlines and performance periods commence only upon (i) provision of any necessary official certifications or permits, (ii) fulfilment by the Customer of all contractual and cooperation duties (e.g. approval of constructions, layouts and drawings, granting access to the installation and assembly site), (iii) the payment of any advance payment due by the Customer and/or (iv) the furnishing of any security described in Section IV. 7. of the General Sales Conditions.

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3. In the case of Force Majeure (see Section X. 5. of the General Sales Conditions) or other impediments beyond the control of the Company, such as work stoppages, strikes, lock-out, sabotage, governmental prohibitions, war, civil unrest, energy shortages and transportation difficulties, self-delivery difficulties due to material shortages on the steel and timber market as well as on the markets for other raw materials and semi-finished goods required for the production of the Company's goods, as well as disruptions to operations etc., the deadlines will be extended and the dates will be postponed based on the effects of such circumstances. The same applies to deadlines set by the Customer for the performance of the Services of the Company, in particular deadlines for subsequent performance. These time extensions also apply when the Company is already in default with the rendering of a Service. The Company must without undue delay notify the Customer of any such delays, stating the expected commencement and end thereof.

4. As a result of (i) delays in production (in-house or third-party production) or supply chain through no fault of the Company and (ii) deficient self-delivery of the Company or non-delivery to the Company through no fault of the Company, in each case, due to circumstances beyond its control, in particular due to the COVID-19 pandemic, including expected further waves of infection and regulatory restrictions or material shortages on the steel and timber markets as well as on the markets for other raw materials and semi-finished goods required for the production of the Company's goods, and despite the prior conclusion of a congruent subcontractor agreement on its part, the Company shall be entitled to withdraw from the contract. The Company may not withdraw from the contract if it has assumed an independent delivery guarantee (*Liefergarantie*). The Company shall inform the Customer without undue delay of the non-timely availability of the item to be delivered and, if it wishes to withdraw, shall exercise the right of withdrawal without undue delay; in the event of withdrawal, the Company shall without undue delay reimburse the Customer for the respective consideration.

5. If the Company is in default of performance for reasons for which it is responsible and that are not stipulated in Section V. 3. of the General Sales Conditions, the damage caused by delay that must be demonstrated by the Customer is limited to 0.5% of proportion of the price attributable to the delayed part of the Service for each full week of delay, but no more than 5% of the price attributable to the delayed part of the Service, provided the Company did not act intentionally or grossly negligently. The Company has the right to demonstrate that the Customer did not incur any loss or that such loss was less in individual cases. Further claims of the Customer based on delays are excluded unless the Company acted with intent or grossly negligently.

VI. Retention of Title

1. The contract partners agree the following retention of title. The retention of title serves to secure existing current, future and conditional claims of the Company against the Customer, irrespective of the legal basis thereof (the "**Secured Claims**").

2. The Company reserves ownership of the supplied goods until such time as all Secured Claims have been satisfied in full. The goods, as well as the substitutes covered by the retention of title pursuant to this Section VI. of the General Sales Conditions are collectively referred to as "**Reserved Goods**".

3. The inclusion of individual Secured Claims on current account or the balancing and acknowledgement thereof do not set aside the retention of title.

4. The Customer is required to handle the Reserved Goods with due care until such time as ownership has passed in full. The Customer is under an obligation, in particular, to take out adequate insurance for the Reserved Goods against fire, water damage and theft at reinstatement value. If maintenance and inspection work is necessary, the Customer is required to carry out such work at its own cost and in a timely manner.

5. If the legal system of a state to which the goods are to be delivered stipulates specific conditions for the validity of the retention of title – in particular also vis-à-vis the Customer's creditors – the Customer undertakes without undue delay at its own cost to take all necessary measures in order to secure the legally valid establishment of the retention of title and the maintenance thereof until the time of payment of all claims, including future and conditional claims, to which the Company is entitled against the Customer – irrespective of the legal basis of those claims.

6. If the legal system of a state to which the Reserved Goods are to be delivered does not permit the valid agreement of a retention of title but allows the Company to reserve other rights in the Reserved Goods or to have the same granted to serve to secure the Secured Claims, the Company is free to exercise all such rights. The Customer is required to cooperate with all measures that the Company wishes to take to protect its ownership rights or other rights in the Reserved Goods to secure the Secured Claims.

7. The Company has the right, after a reasonable deadline has been lapsed, to demand the return of the Reserved Goods pursuant to Section 985 BGB ("**Request for Surrender**") and to withdraw from the contract if the Customer is in breach of contract – in particular if it is in default of payment. The costs and expenses involved in taking back the Reserved Goods must be borne by the Customer. The Request for Surrender does not constitute withdrawal from the

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contract which would, if applicable, have to be declared separately by the Company. The pledge by the Company of the Reserved Goods does not constitute withdrawal from the contract either. The Company has the right to utilise the Reserved Goods that have been taken back. The proceeds of such utilisation will then be offset against the sums owed to the Company by the Customer. A reasonable sum to cover the costs of the utilisation will first be deducted.

8. The Customer is entitled to use the Reserved Goods in the course of its ordinary business dealings and to process and sell the same. The pledge or furnishing of the Reserved Goods as security are not permissible.

9. The processing of the Reserved Goods by the Customer to make a new moveable item is in each case carried out in the name of and for the account of the Company as the manufacturer. In such cases, it is agreed that the Company directly acquires ownership in or – if the processing involves materials from various owners or the value of the processed item is higher than the value of the Reserved Goods – co-ownership (*Bruchteilsigentum*) in the newly created item proportionate to the value of the Reserved Goods to the value of the newly created item. The value of the Reserved Goods is determined based on their contract price, taking account of a reasonable used materials discount.

10. The Customer must store the Reserved Goods separately from goods owned by third parties or owned by the Customer (“**Third-Party Products**”). If, contrary to this obligation, Reserved Goods are mixed or combined with Third-Party Products and if the Reserved Goods can no longer be separated from the Third-Party Products, the Company acquires co-ownership in line with the relevant statutory provisions. If the Customer acquires sole or co-ownership as a result of the amalgamation or combination, it hereby assigns to the Company, who already now accepts this assignment, co-ownership proportionate to the value of the Reserved Goods to the Third-Party Products at the time of the amalgamation or combination. The value of the Reserved Goods is determined based on their contract price, taking account of a reasonable discount for used materials. In this case, the Customer must at no extra cost store the goods owned or co-owned by the Company, as these goods are also deemed Reserved Goods.

11. In the event of the further sale of the Reserved Goods, the Customer hereby assigns to the Company the resulting claims against the purchaser as security – and in the case of the Company’s co-ownership in the Reserved Goods, pro rata, based on its ownership share – together with all ancillary rights and with priority ranking above all others. The Company hereby accepts the assignment. The same applies to other claims that replace the Reserved Goods or otherwise arise with respect to the Reserved Goods, such as, for instance, insurance claims or claims in tort in the event of loss or destruction.

12. The Company authorises the Customer, such authorisation being revocable, to collect the claims assigned to the Company in its own name and for the account of the Company. If the Customer also fulfils its payment obligations vis-à-vis third parties, the Company will not exercise its own collection authorisation. However, the Customer must on demand by the Company notify the Company as to the identity of the debtors of the assigned claims and provide notice of such assignment to such debtors. At all events the Company is authorised also to notify the debtors of the assignment itself.

13. If the Customer includes a claim assigned to the Company established by the resale of the Reserved Goods in an existing current account agreement with its customer, it is agreed that the current account receivables are deemed assigned in full to the Company. Following balancing, this will be replaced with the acknowledged account balance, which will be deemed to have been assigned up to the amount of the original claim. The Customer is authorised to otherwise assign the claims assigned to the Company only in the course of “true” factoring transactions. Such assignment takes effect only once the factor (the bank) undertakes upon assignment of the claim in each case to disburse to the Company the amount of the claim, less the del credere fee.

14. The Customer is required without undue delay to notify the Company of compulsory enforcement measures by third parties concerning the Reserved Goods or the assigned claims, and to hand over the documents required to lodge an objection. In the case of suspension of payment, the application for or initiation of insolvency proceedings (without prejudice to any statutory rights of the insolvency administrator) or judicial settlement proceedings, the right to the resale, utilisation or installation of the Reserved Goods lapses together with the authorisation to collect the assigned claims. In the event of a judicial cheque or bill of exchange proceedings, the collection authorisation also lapses. In the foregoing cases, the Company has the right to collect the Reserved Goods.

15. The Company is required to release the Reserved Goods and their substitutes (goods or claims) on demand and at the choice of the Customer or to reassign them, provided the value exceeds the value of the Secured Claims by more than 10%. The value of the Secured Claims is determined based on their realisable value.

VII. Acceptance, Transfer of Risk

1. Unless otherwise agreed in textform, the goods are dispatched EXW (Incoterms 2020), plant (according to contract), for the account of and at the risk of the Customer.

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2. In the case of the collection of the goods by the Customer or third parties acting on its behalf, the risk passes to the Customer when the goods leave the loading equipment (e.g. conveyor, pallet truck, forklift, etc.) at the collection site of the Company. The vehicles used by the Customer or third parties acting on its behalf for the collection must be suitable in terms of their technical specifications to transport the goods and must be adjusted to fit the loading equipment at the Company's collection site.

3. If the contract partners agreed in textform on the acceptance of the Service, this will be decisive for the transfer of risk.

VIII. Assembly, Installation and Acceptance

1. The provisions of this Section VIII. 1. to 7. of the General Sales Conditions apply to the assembly and installation of the mezzanine systems and the machines by the Company, provided this is owed under the contract and unless otherwise agreed in textform.

2. Unless otherwise agreed in textform, the technicians of the Company shall be granted access to the installation and assembly site for 44 hours per week during the assembly of the mezzanine systems and the machines, from Monday to Saturday between 7:00 a.m. and 7:00 p.m. The Customer shall provide the Company with suitable containers for the proper disposal of waste free of charge. If no waste disposal containers are available on site, the technicians of the Company will leave the waste neatly stacked at a suitable location of the Customer. Costs and charges for waste disposal are not included in the price for the Services.

3. Prior to commencement of the assembly and installation of the mezzanine systems and the machines, the Customer must provide the Company with all necessary information concerning concealed electricity, gas and water pipelines or similar plant at the location and voluntarily make available any documentation relating hereto.

4. In good time prior to the agreed date for the assembly and installation of the mezzanine systems and the machines, the Customer must at its own cost carry out all preliminary work, such as excavation work, construction work, salvage work, breaking work, scaffolding work, plastering, painting and other ancillary work performed by other trade sectors. In particular, access routes and the assembly or installation site must be levelled and cleared, the foundation masonry set and dry, wall and ceiling fully plastered in the case of indoor assembly, specifically, doors and windows must be fitted.

5. The Customer is required, in each case to the extent necessary, at its own cost to provide the following materials at the agreed time of assembly and installation of the mezzanine systems and the machines at the assembly and installation site:

- Electricity (230V power supply) and water, including the necessary connections up to the site of use, as well as heating and sufficient lighting;
- Protective clothing and protective devices that are necessary as a result of particular circumstances at the site of the assembly and installation and which are not customary within the Company's industry.

6. The Customer is required at the site of assembly and installation to provide the Company sufficiently large and appropriate space for the storage of the mezzanine systems and the machines, equipment, materials, tools, etc. The Customer must provide appropriate work and common rooms, including sanitary facilities appropriate to the circumstances for the assembly workers assigned by the Company.

7. Following performance of the assembly and installation of the mezzanine systems and the machines, the Customer is at the Company's request required to declare acceptance within a reasonable period. If this does not take place, acceptance is deemed to have taken place if the Customer did not refuse acceptance within the stated acceptance period, stating at least one defect. This also applies if the mezzanine systems and the machines are used by the Customer prior to expiry of the deadline for acceptance.

IX. Warranty

1. The Company's warranty obligation is restricted to the rectification of defects (*Mängelbeseitigung*). Claims to compensation in place of performance (*Schadensersatz statt der Leistung*) are excluded. The Customer's right to carry out rectification itself under a contract for work and services (*werkvertragliches Selbstvornahmerecht*) is also excluded.

2. In the event of the failure of rectification of defects, the Customer expressly reserves the right to demand a reduction (decrease) in the price or the rescission of the contract. For the purposes of the foregoing sentence, rectification of defects is deemed to have failed in particular if the rectification of defects (*Mängelbeseitigung*) is impossible, if it is seriously and conclusively refused by the Company, if it is unreasonably delayed or if it is unreasonable for the Customer as a result of the accumulation of defects.

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3. To the extent that expenses required for the purpose of subsequent rectification of defects increase due to the fact that the Customer has moved the purchased good to a place other than the place of performance (*Erfüllungsort*) after collection or delivery, the Customer shall bear the reasonable additional costs resulting therefrom for transport, travel, labour and material costs.

4. All warranty claims of the Customer become time-barred one year from the commencement of the statutory limitation period. This limitation period does not apply to intentional or grossly negligent caused damages, damages to life, limb and health and where mandatory limitation periods apply.

5. The Customer may operate the mezzanine systems and the machines only in accordance with the provisions of the Company's operations manual. The connectors may only be used in accordance with the Company's performance specifications (e.g. Declarations of Performance and Declaration of Environmental Performance). The Company shall not assume any warranty for incorrect use of the Services.

X. Liability and Force Majeure

1. The Company shall be liable in principle (*Haftung dem Grunde nach*) only for claims for damages of the Customer based on damage to life, limb or health or based on the breach of material contractual obligations ("cardinal obligations" (*wesentliche Vertragspflichten*), i.e. obligations that need to be fulfilled in order to facilitate the proper performance of the contract and which the Customer has a legitimate expectation will be fulfilled), as well as for other damages attributable to an intentional or grossly negligent breach of obligation by the Company, its legal representatives or agents (*Erfüllungsgehilfen*) and for damage for which it is liable under mandatory statutory provisions (e.g. under the German Product Liability Act (*ProdHaftG*), in case the Company has fraudulently concealed a defect or has assumed an independent guarantee for the condition of the goods (*Beschaffenheitsgarantie*)).

2. In the case of the breach of cardinal obligations (*wesentliche Vertragspflichten*), the Company is liable only for the amount of foreseeable damage typical of this kind of contract if such damage was caused by simple negligence, unless the claim for damages of the Customer is based on damage to life, limb, health or on mandatory statutory provisions.

3. Unless the conditions set forth in Section X. 1. and 2. of the General Sales Conditions are met, the liability of the Company in cases of simple negligence is excluded:

- for direct damages; and
- for indirect damages caused not to the performance object itself (e.g. loss of profits, indirect consequential losses, etc.).

4. The Customer's compensation claims become time-barred one year from commencement of the statutory limitation period. This limitation period does not apply to intentional or grossly negligent caused damages, nor to damage to life, limb and health and insofar as mandatory statutory limitation periods apply.

5. In cases of Force Majeure, the Company shall not be responsible and liable for any delay or non-performance of its obligations under the contract. "**Force Majeure**" means any unforeseeable, unavoidable event beyond the reasonable control of the Company and occurring without any negligent conduct of the Company, including, but not limited to, national or regional emergency, war, civil war or other civil unrest, insurrection, rebellion, revolution, invasion or riot, terrorist acts, embargoes, economic sanctions or export/re-export controls, acts or orders of a government authorities, agency or other institution, acts of war or foreign enemy actions, epidemics, pandemics, outbreaks or incidents of disease or contagion, quarantine restrictions, strikes, lockouts or other labour disputes, force majeure, fires, floods, earthquakes or other natural disasters. In cases of Force Majeure, the Company shall inform the Customer without undue delay in writing of the nature, the expected duration (if known) of the Force Majeure and the measures (if appropriate in the circumstances) that the Company is taking or intends to take to remedy or mitigate the effects of the Force Majeure event. In addition, in cases of Force Majeure, the Company shall, if and as far as it is within the power of the Company, endeavour, with due care and in good faith, to remedy or mitigate any delay resulting from Force Majeure or a resulting non-fulfilment of an obligation of the Company without additional cost.

XI. Machine Software and Maintenance Agreement

1. The software used to operate the machine (the "**Machine Software**") was developed in accordance with the technology available at the Company. The Machine Software is never claimed to be seamless meaning that it is not possible to warrant (*gewährleisten*) unlimited functionality.

2. On delivery or collection of the machine, the Machine Software is of the cutting-edge standard of the Company at the time of the conclusion of the contract. The Company is not obliged to provide an update. This would need to be subject to a separate maintenance agreement. The Customer informed itself of this and declares its consent upon conclusion of the contract.

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3. Subject to the condition precedent pursuant to Section 158 (1) German Civil Code (*Bürgerliches Gesetzbuch*, BGB) of the complete fulfilment of all Secured Claims (Section VI. of the General Sales Conditions), the Company grants the Customer the non-exclusive right, unlimited as to location and time, to use the Machine Software within the scope of the contract and the contractual purpose (Section III. of the General Sales Conditions). Use of the Machine Software in more than one system is not permitted.

4. It is explicitly recommended that a maintenance agreement will be concluded for the machines and the Machine Software. The conclusion of a maintenance agreement is a prerequisite for any service agreements with defined response times and any agreements concerning machine availability.

XII. Proprietary Rights

1. The Company without restriction reserves its ownership rights, industrial property rights and other intellectual property rights in quotes, drawings and other documents as well as intangible information without restrictions; such information may only be made available to third parties with the Company's prior consent, such consent to be provided in textform.

2. If a contract is not concluded, any drawings and other documentation that form part of offers are to be returned without undue delay at the Company's request.

XIII. Confidentiality

1. The Customer and the Company undertake to maintain confidentiality with regard to all commercial and technical details not publicly available, in particular business or trading secrets, to which they become aware in the course of the mutual business dealings ("**Confidential Information**").

2. The use, storage and reproduction of Confidential Information by the contract partners is permissible only insofar as this is necessary for due and proper performance of the contract. Confidential Information is permitted to be provided, disclosed or otherwise made available to third parties only if and insofar as the contract partner concerned provided its prior consent in textform thereto. The contract partners will impose the obligations set forth in Section XIII. of the General Sales Conditions on all employees and legal representatives as well as third parties (provided that the respective contract partner has previously agreed to this in textform).

3. The obligation to confidentiality and non-use pursuant to Section XIII. 1. and 2. of the General Sales Conditions (the "**Confidentiality Duty**") does not apply if the Confidential Information

- was demonstrably known to the other contract partner prior to notification or provision thereof, or
- was demonstrably notified to or made available to the other contract partner at the same time by an authorised third party, or
- was publicly available or generally known prior to the notification or provision, or
- becomes publicly available or generally known following notification or provision through no involvement or fault on the part of the other contract partner in each case, or
- is required in order to obtain an official authorisation.

4. The Customer and the Company are under an obligation to return the Confidential Information and copies thereof following performance of the contract to the respective other contract partner or, on request by the other contract partner, to destroy the information, including furnishing evidence of the destruction.

5. Unless otherwise agreed by the contract partners in textform, the Confidentiality Duty shall also apply after the performance of the contractual relationship. It lapses if and insofar as the Confidential Information becomes generally known, without this involving any breach of the Confidentiality Duty.

XIV. Export Control

The sale, resale or other disposition of certain goods, related technologies or documentation and other services may be subject to the export control laws, regulations and orders of the Federal Republic of Germany as well as to the export and/or import control laws and orders of other countries. The Customer undertakes to comply with all such laws, regulations and orders and confirms that it may not export the Services directly or indirectly to any country to which such export or import is restricted or prohibited. The Customer confirms that it is its responsibility to obtain all necessary licences for export, re-export or import. The Customer shall, at the request of the Company, provide evidence that it has done so. Any failure to obtain such licences together with a respective evidence shall not entitle the Customer to withhold or delay payments for the Services. Any additional costs or charges incurred by the Company as a result of such failure shall be borne by the Customer.

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XV. Applicable Law, Place of Jurisdiction, Severability Clause

1. Unless otherwise agreed in textform, the legal relationship between the Company and the Customer is exclusively governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (*CISG*).
2. Unless otherwise agreed in textform, the courts with the local jurisdiction for Cologne have exclusive jurisdiction for all contractual and related non-contractual disputes between the contract partners. The Company is also entitled to file suit at any other permissible legal venue.
3. Should any provision of the contract between the contract partners not have become a component part of the contract, in whole or in part; or if such provision is or becomes invalid, unenforceable or void; or if the contract between the contract partners proves to have an unintended omission, this shall not affect the validity of the remainder of the provisions of the contract. The provision that did not become a component part of the contract, that is invalid, unenforceable or void is deemed replaced with the valid and enforceable provision that the contract partners would have agreed upon, had they considered the matter from the outset, giving due consideration to the mutual commercial interests. The foregoing sentence applies mutatis mutandis in the event of any unintended omissions.