

General Terms and Conditions of Sale and Delivery of UMFOTEC Acoustic Solutions GmbH (GTSD January 2025)

1. Scope of application, general regulations

- 1.1. These General Terms and Conditions of Sale and Delivery (GTSD) apply to all transactions between the Customer and UMFOTEC. They apply only to entrepreneurs in the exercise of their commercial or independent professional activity in the meaning of Sec 14 German Civil Code (§ 14 BGB)
- 1.2. All deliveries, services and offers of UMFOTEC are made exclusively on the basis of these GTSD. They are an integral part of all UMFOTEC offers and all contracts that UMFOTEC concludes with its customers for the deliveries and services offered by UMFOTEC. The term "delivery" in these GTSD includes all forms of sale, delivery and service. The GTSD apply accordingly to work and services. Acceptance of the delivered goods shall be replaced by acceptance in the case of work services and by receipt of the service in the case of services.
- 1.3. These GTSD apply in the respective valid version as a framework agreement also for all future deliveries, services and offers to the same customer, even if the validity of these terms and conditions is not expressly agreed again and in particular even without UMFOTEC having to refer to them in each individual case.
- 1.4. Upon receipt of our confirmation and/or acceptance of the ordered goods, the customer recognises our GTSD. Any deviating or additional general terms and conditions of the customer are hereby expressly rejected. They shall not become part of the contract either by acceptance of the order or by any other implied act.
- 1.5. Individual agreements made with the Customer in individual cases and deviating from these GTSD (including supplements, amendments or collateral agreements) shall in any case take precedence over these GTSD. A written contract or written confirmation from UMFOTEC shall be authoritative for the content of such agreements.
- 1.6. Legally relevant declarations and notifications to be made by the Customer to UMFOTEC after conclusion of the contract (e.g. notifications of defects, setting of deadlines, cancellation or reduction declarations) must be made in writing to be effective.
- 1.7. Rights to which UMFOTEC is entitled under statutory provisions or other agreements over and above the GTSD remain unaffected. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTSD.

2. Conclusion of contract (offers, offer documents, order confirmation)

- 2.1. Offers from UMFOTEC are binding and are valid for 14 days, unless otherwise stated in the offer. This shall also apply if UMFOTEC provides the Customer with technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), catalogues, other product descriptions or documents - including in electronic form.
- 2.2. UMFOTEC reserves all property rights, copyrights and other industrial property rights to technical documentation (e.g. drawings, plans, calculations, costings), catalogues, other product descriptions and other documents. The Customer requires UMFOTEC's express prior written consent to disclose them to third parties, irrespective of whether the documents have been expressly designated as "confidential". The Customer shall return all documents to UMFOTEC immediately at UMFOTEC's request if they are no longer required in the ordinary course of business.
- 2.3. A supply contract shall only come into existence upon written confirmation of the order by UMFOTEC, but at the latest upon delivery of the goods to the Customer. An order confirmation created with the aid of automatic equipment, which does not include a signature and name, shall be deemed to be in writing. If UMFOTEC can prove by submitting a transmission report that it has sent a declaration by fax or remote data transmission, it shall be assumed that the Customer has received the declaration.

3. Delivery period and delay in delivery

- 3.1. The delivery period is agreed individually.
- 3.2. The commencement of and compliance with agreed delivery periods and delivery dates

presupposes that all technical questions have been clarified and that any obligations to co-operate, in particular the timely receipt of all materials, documents, approvals, inspections, releases to be provided by the customer and compliance with agreed payment terms, have been fulfilled. If these conditions are not properly fulfilled, in particular not in good time, the delivery periods shall be extended accordingly. A delivery date shall be postponed appropriately. This shall not apply if UMFOTEC is responsible for the delay. If non-compliance with the delivery periods or dates is due to force majeure and other disruptions for which UMFOTEC is not responsible, e.g. war, terrorist attacks, strikes - including those affecting suppliers - the agreed delivery periods shall be extended accordingly. Delivery dates shall be postponed accordingly.

- 3.3. If UMFOTEC is unable to meet binding delivery deadlines and dates for reasons for which it is not responsible (non-availability of the service), UMFOTEC shall inform the Customer of this immediately and at the same time inform the Customer of the expected new delivery deadline. If the service is still not available within the new delivery period, UMFOTEC shall be entitled to withdraw from the contract in whole or in part; UMFOTEC shall immediately reimburse any consideration already paid by the Customer. A case of non-availability of the service in this sense shall be deemed to be in particular the improper, in particular untimely, self-delivery by a supplier of UMFOTEC, insofar as a congruent hedging transaction has been concluded with this supplier. Such a transaction exists if UMFOTEC has a supply contract with the Customer on the day of the conclusion of the contract which, from an objective point of view, is such that UMFOTEC can supply the Customer with the same certainty as contractually agreed with the Customer if the contract runs smoothly. Further claims of the parties remain unaffected.
- 3.4. Delivery in parts is permissible unless delivery in parts is unreasonable for the Customer, taking into account the interests of UMFOTEC.
- 3.5. UMFOTEC reserves the right to make excess and short deliveries of up to 15 %.
- 3.6. If the Customer breaches its duty to co-operate, UMFOTEC shall be entitled to give priority to other orders from third parties and to extend the delivery period appropriately or to postpone a delivery date appropriately. Without prejudice to any further claims, UMFOTEC shall be entitled to demand compensation for any loss it incurs in this respect, including any additional expenses, unless the Customer is not responsible for the breach of the duty to co-operate.
- 3.7. The occurrence of a delay in delivery by UMFOTEC shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the Customer is required. UMFOTEC shall not be liable for loss of profit or damage resulting from business interruption. In the event of slight negligence, compensation shall be limited to additional freight costs, retrofitting costs and, after a grace period has been set without result or if the interest in the delivery ceases to exist, to the additional expenses for covering purchases.

4. Delivery, transfer of risk, acceptance, default of acceptance

- 4.1. Unless otherwise stated in the order confirmation, delivery ex works/warehouse (EXW according to Incoterms 2020) from a location specified in the offer or in the order confirmation is agreed. At the request and expense of the Customer, the goods shall be dispatched to another destination by agreement (sale to destination). Unless otherwise agreed, UMFOTEC is entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) itself.
- 4.2. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest as soon as the goods are handed over to the person carrying out the transport or leave UMFOTEC's factory/warehouse for the purpose of despatch. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- 4.3. If the Customer is in default of acceptance, fails to co-operate or if UMFOTEC's delivery is delayed for other reasons, the goods shall be stored by UMFOTEC at the Customer's risk and expense. In the event of a delay in acceptance, UMFOTEC is entitled to demand compensation for the resulting damage, unless the Customer is not responsible for the delay in acceptance and compensation for additional expenses (e.g. storage

costs). The storage costs shall be set at a flat rate of 0.5% of the net price of the delivery items (delivery value) per calendar week or part thereof. Proof of higher storage costs by UMFOTEC and the statutory claims and rights (in particular to reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Customer shall be entitled to prove that UMFOTEC has suffered no loss at all or a significantly lower loss than the above lump sum. The obligation to reimburse additional expenses and the flat-rate storage costs shall also apply if the Customer breaches its duty to co-operate or if delivery is delayed for other reasons, unless the Customer is not responsible for the breach of the duty to co-operate or the other reasons. Further claims shall also remain unaffected in the event of a breach of duties to co-operate and delays for other reasons.

5. Prices, dispatch, terms of payment

- 5.1. The prices valid at the time of delivery shall apply plus the statutory value added tax due in each case. UMFOTEC reserves the right to change the prices appropriately if cost reductions or cost increases occur after conclusion of the contract, e.g. due to collective labour agreements or changes in the price of materials. UMFOTEC shall provide the Customer with evidence of such changes upon request.
- 5.2. In the case of sale to destination, the Purchaser shall bear the transport costs ex works/warehouse and the costs of any transport insurance requested by the Purchaser. Any customs duties, fees, taxes and other public charges shall be borne by the customer.
- 5.3. Unless other payment terms have been agreed, payments are due and payable as follows: Within 30 days of the invoice date. However, for contracts with a net delivery value of more than EUR 100,000, UMFOTEC is entitled to demand a down payment of 1/3 of the net purchase price. The down payment is due and payable within 14 days of the invoice date. Payments shall be made by bank transfer. The date of receipt by UMFOTEC shall be decisive for the timeliness of payment.
- 5.4. Upon expiry of the above payment deadline, the Customer shall be in default. In the event of late payment, UMFOTEC shall be entitled to charge interest at bank rates, but at least 5 percentage points above the base interest rate announced by the European Central Bank within the meaning of Sec 247 of the German Civil Code (BGB). UMFOTEC reserves the right to claim further damages caused by default. The claim to commercial maturity interest Sec 355 German Commercial Code (§ 355 HGB) against merchants remains unaffected.
- 5.5. If the Customer is in default of payment, UMFOTEC shall be entitled, without waiving its claims, to repossess the goods until full payment has been made or to withdraw from the contract. UMFOTEC is also entitled to withhold all deliveries or services until payment has been made in full and to make future deliveries only subject to advance payment. Further claims remain unaffected.
- 5.6. UMFOTEC further reserves the right to make deliveries of goods or services exclusively subject to advance payment if the customer's credit rating is classified as risky according to the assessment of Dun & Bradstreet (D&B) or a comparable credit rating agency. The decision on categorisation is made on the basis of the current D&B or similar risk assessment solely by UMFOTEC. The same applies if UMFOTEC becomes aware of the customer's payment difficulties in any other way.
- 5.7. The Customer may only offset counterclaims that are undisputed, recognised by UMFOTEC or legally established. The Customer is only authorised to exercise a right of retention if his counterclaim is based on the same contractual relationship.
- 5.8. If UMFOTEC is obliged to provide advance performance and it becomes apparent after conclusion of the contract that UMFOTEC's claim to payment is jeopardised by the Customer's inability to pay, UMFOTEC shall be entitled to refuse performance in accordance with the statutory provisions. UMFOTEC may set a reasonable period of time within which the Customer must, at its discretion, either provide counter-performance concurrently with performance or provide security. If the deadline expires without result, UMFOTEC may withdraw from the contract and demand compensation in accordance with the statutory provisions. UMFOTEC's further rights to refuse performance or rights of retention remain unaffected.

6. Packaging

- 6.1. UMFOTEC shall be free to choose the packaging material and the type of packaging.
- 6.2. Transport packaging and all other disposable packaging in accordance with the German Packaging Ordinance shall be charged, shall become the property of the Customer and shall not be taken back. Reusable packaging must be returned by the Customer to UMFOTEC immediately, cleaned and free of charge.

7. Retention of title

- 7.1. UMFOTEC retains title to all goods delivered until full payment of the purchase price and all claims arising from the business relationship with the Customer (reserved goods). In the case of a current account, the reserved property shall also serve as security for the claim to the balance. The customer is obliged to treat the reserved goods with care for the duration of the retention of title. In particular, he is obliged to insure the reserved goods at his own expense against fire, water damage and theft at replacement value. At UMFOTEC's request, the Customer must immediately provide evidence that the insurance has been taken out. The Customer hereby assigns to UMFOTEC all claims for compensation arising from this insurance. UMFOTEC hereby accepts the assignment. If the assignment is not permissible, the Customer hereby instructs the insurer to make any payments only to UMFOTEC. UMFOTEC's further claims shall remain unaffected.
- 7.2. The processing or remodelling of the reserved goods by the Customer shall always be carried out on behalf of UMFOTEC. The expectant right of the customer to the reserved goods shall continue in the processed or remodelled item. If the goods are processed or remodelled with other items not belonging to UMFOTEC, UMFOTEC shall acquire co-ownership of the new item in the ratio of the value of the delivered goods to the other processed items at the time of processing or remodelling. The same shall apply if the goods are combined or mixed with other items not belonging to UMFOTEC in such a way that UMFOTEC loses its full ownership. The Customer shall store the new items for UMFOTEC. In all other respects, the same provisions as for the goods subject to retention of title shall apply to the item created by processing or remodelling as well as combining or mixing.
- 7.3. The Customer is authorised to resell the goods subject to retention of title in the ordinary course of business. Otherwise, the Customer shall not be entitled to pledge the reserved goods, assign them as security or make any other dispositions that jeopardise UMFOTEC's ownership. The Customer hereby assigns to UMFOTEC all claims, including all ancillary rights, arising from the resale of the reserved goods to its customers, irrespective of whether the reserved goods are resold without or after processing. If the reserved goods are resold together with other goods which do not belong to UMFOTEC, the customer shall assign to UMFOTEC that part of the claim arising from the resale which corresponds to the invoice amount of the reserved goods. If goods subject to retention of title are resold which belong to UMFOTEC only in part, the part of the claim assigned to UMFOTEC arising from the resale shall be calculated according to UMFOTEC's share of ownership. UMFOTEC hereby accepts the assignment. If an assignment is not permissible, the Customer hereby instructs the third-party debtor to make any payments only to UMFOTEC.
- 7.4. The Customer remains revocably authorised to collect the claims assigned to UMFOTEC from the resale in trust for UMFOTEC in its own name. The amounts collected must be transferred to UMFOTEC immediately. UMFOTEC may revoke the Customer's authorisation to collect and the Customer's right to resell for good cause, in particular if the Customer does not properly meet its payment obligations to UMFOTEC, is in default of payment, suspends its payments or if the opening of insolvency proceedings or comparable proceedings for the settlement of debts over the Customer's assets is applied for by the Customer or if the justified application by a third party for the opening of insolvency proceedings or comparable proceedings for the settlement of debts over the Customer's assets is rejected due to lack of assets. In the event of a blanket assignment by the Customer, the claims assigned to UMFOTEC shall be expressly excluded.
- 7.5. At UMFOTEC's request, the Customer must notify its customers of the assignment without delay and provide UMFOTEC with all information and documents that UMFOTEC requires for collection.

- 7.6. UMFOTEC undertakes to release the securities to which UMFOTEC is entitled at the request of the Customer to the extent that their realisable value, taking into account customary bank valuation discounts, exceeds the claims to be secured by more than 10%. The valuation shall be based on the invoice value of the goods subject to retention of title and the nominal value of the claims. UMFOTEC shall be responsible for selecting the individual items to be released.
- 7.7. If the goods subject to retention of title are seized or UMFOTEC's rights are impaired in any other way by third parties, the Customer must notify UMFOTEC immediately in writing and provide all necessary information, inform the seizing party or third party immediately of the retention of title and co-operate in the measures taken by UMFOTEC to protect the goods subject to retention of title. If the attaching party or third party is not in a position to reimburse UMFOTEC for the judicial and extrajudicial costs of enforcing UMFOTEC's ownership rights, the Customer shall be obliged to compensate UMFOTEC for the resulting loss, unless the Customer is not responsible for the breach of duty.
- 7.8. In the event of behaviour in breach of contract, in particular default in payment by the Customer, UMFOTEC shall be entitled, without prejudice to its other rights, to withdraw from the contract after the expiry of a reasonable grace period set by UMFOTEC. The Customer must grant UMFOTEC or its authorised representatives immediate access to the reserved goods and surrender them. After giving due notice, UMFOTEC may utilise the reserved goods elsewhere in order to satisfy its due claims against the Customer.
- 7.9. Insofar as, in the case of deliveries to other legal systems, mandatory legal provisions of the respective state do not provide for a reservation within the meaning of this 7. 1.- 8. or this reservation of title provision does not have the same security effect as in the Federal Republic of Germany, the Customer hereby grants UMFOTEC a corresponding security interest. The Customer is obliged to co-operate in all measures necessary to grant UMFOTEC such a security interest without delay. The Customer shall co-operate in all measures which are necessary and conducive to the effectiveness and enforceability of such security interests.
- 8. Warranty claims of the customer**
- 8.1. The customer's claims for defects presuppose that he has properly fulfilled his statutory obligations to inspect and give notice of defects. This also applies if the Customer resells the delivery item. The Customer shall notify UMFOTEC in writing of obvious defects, i.e. defects which can be recognised by inspection, or incomplete deliveries without delay, but at the latest within one week of delivery of the goods. Hidden defects must be reported in writing immediately, at the latest within one week of their discovery. In all cases, the timely dispatch of the notification shall suffice to meet the deadline. In the notification, the customer must precisely describe defects or existing shortages and state the invoice number of the delivery concerned. All claims of the customer due to defects or incompleteness are expressly excluded if he does not properly fulfil these obligations.
- 8.2. Liability for a specific purpose or a specific suitability only exists if this has been expressly agreed in writing. Otherwise, the risk of suitability and use shall be borne exclusively by the customer. The customer is obliged to ensure compliance with the technical framework conditions specified in the documentation and/or in the supplementary documents. Any other use is prohibited. The customer must also impose these and any other specified restrictions of use on its purchasers. The customer is also obliged to validate the product in accordance with the state of the art and, in the case of set parts, to ensure validation. UMFOTEC shall not be liable if errors were not recognisable to UMFOTEC during validation. Claims for defects do not exist if the defect is due to a violation of operating, maintenance and installation instructions, unsuitable, improper use or use beyond the requested and tested use, insufficient validation by the Customer, storage or negligent handling and natural wear and tear, as well as interventions in the goods carried out by the Customer or third parties.
- 8.3. In the event of the delivery of defective goods, UMFOTEC shall be entitled, at its own discretion, to provide subsequent fulfilment by repair or replacement. At UMFOTEC's request, the Customer must return to UMFOTEC for inspection purposes any deliveries that are found to be defective. UMFOTEC shall only bear the expenses necessary for

subsequent performance, such as labour, material, transport and travel costs, insofar as these expenses are not increased by the fact that a delivery item has subsequently been moved to a location other than the agreed place of delivery. Subsequent fulfilment does not include the removal of the defective goods or their reinstallation, unless UMFOTEC was contractually obliged to install the goods. In the event of a replacement delivery, the Customer must return the defective goods to UMFOTEC in accordance with the statutory provisions.

- 8.4. The Customer may withhold payments only if a notice of defects is made whose justification is undisputed. If the notice of defects is unjustified, UMFOTEC shall be entitled to demand compensation from the Customer for any expenses incurred as a result. In the case of notices of defects, payments may only be withheld to an extent that is in reasonable proportion to the defects that have occurred.
- 8.5. The Customer must give UMFOTEC the necessary time and opportunity to carry out all work it deems necessary for subsequent fulfilment. If the customer fails to do so, UMFOTEC shall be released from liability for the resulting consequences. Only in urgent cases of proven danger to operational safety or to prevent proven disproportionately large damage shall the Customer have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from UMFOTEC. In such cases, the customer is obliged to inform UMFOTEC immediately. If the Customer or a third party carries out improper repairs, UMFOTEC shall not be liable for the resulting consequences. The same applies to changes to the delivery item without the written consent of UMFOTEC.
- 8.6. Of the direct costs arising from the subsequent fulfilment, UMFOTEC shall bear the costs of the replacement delivery and/or rectification, including shipping, insofar as the complaint proves to be justified. Insofar as the Customer demands compensation for expenses incurred by him or for expenses reimbursed by him to his customers on the basis of statutory provisions, the compensation to be paid by UMFOTEC shall be determined in accordance with the following provisions:
 - 8.6.1. When determining the amount of this compensation, the economic circumstances at UMFOTEC as well as the type, scope and duration of the business relationship with the Customer and the degree of causation and any fault on the part of UMFOTEC and the installation situation of the affected delivery item must be taken into account appropriately in UMFOTEC's favour. In particular, the compensation to be paid by UMFOTEC must be in reasonable proportion to the value of the service and scope of delivery in the 12 months preceding the notification of defects.
 - 8.6.2. The obligation to pay compensation is excluded if the Customer has effectively limited its liability towards its customers. The customer shall make every effort to agree limitations of liability to the extent permitted by law, also in favour of UMFOTEC
- 8.7. UMFOTEC may refuse subsequent fulfilment if this is disproportionate according to the statutory provisions. In this case, the customer's other rights in respect of defects shall remain unaffected.
- 8.8. The Customer has a right to withdraw from the contract within the framework of the statutory requirements for claims if UMFOTEC - taking into account the statutory exceptions - allows a reasonable deadline set for subsequent fulfilment due to a defect to elapse fruitlessly. If there is only an insignificant defect, however, the customer is only entitled to a reduction in the purchase price/remuneration. The right to reduce the purchase price/remuneration is otherwise excluded.
- 8.9. Claims for defects shall not exist if the defect is due in particular to a violation of operating, maintenance and/or installation instructions, to unsuitable or improper use or use beyond the requested and tested use, to insufficient validation by the Customer, to faulty assembly, commissioning, operation and/or other interventions by the Customer or third parties, to natural wear and tear, to specifications or requirements of the Customer (e.g. specifications, set parts, designs, to unsuitable operating materials, to faulty storage at the Customer's premises and to special external influences for which UMFOTEC is not responsible. (e.g. specifications, set parts, designs), unsuitable operating materials, faulty storage on the Customer's premises and special external influences

not assumed under the contract and for which UMFOTEC is not responsible. Liability for any resulting consequences is excluded.

8.10. Subsequent fulfilment, in whatever form, shall in no case constitute acknowledgement of a claim by the customer.

8.11. UMFOTEC does not assume any guarantees, in particular no quality or durability guarantees, unless otherwise agreed in writing in individual cases.

9. Property rights - defects of title

9.1. Section 8 of these GTSD shall apply accordingly if the use of the goods leads to the infringement of industrial property rights or copyrights (hereinafter: property rights).

9.2. The Customer must inform UMFOTEC immediately of any risks of infringement (in particular industrial property rights asserted by third parties) or alleged cases of infringement that become known. The Customer must also support UMFOTEC to a reasonable extent in the defence of the asserted claims.

9.3. Claims for defects due to the infringement of property rights shall only exist insofar as (i) at least one property right from the property right family is infringed, which is either published by the European Patent Office or in one of the states of the Federal Republic of Germany, France, Great Britain, Austria or the USA, (ii) the property right is not or was not owned by the Customer or (iii) UMFOTEC reserves the right to take all defensive measures, including out-of-court settlements, and (iv) the infringement was not caused by the Customer modifying the goods without authorisation or using them in a manner not in accordance with the contract.

9.4. Claims of the Customer due to the infringement of industrial property rights are excluded if (i) the Customer is responsible for the infringement of industrial property rights, (ii) UMFOTEC has manufactured the goods according to the Customer's specifications or instructions or according to drawings, models or other equivalent descriptions or information provided by the Customer and does not know or, in connection with the products developed by it, could not have known or could not have known (iii) the (alleged) infringement of the property right results from the use in combination with another object not originating from UMFOTEC or (iv) the products are used in a manner which UMFOTEC neither knew nor could have foreseen.

10. Statute of limitations

10.1. The claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

10.2. The limitation period for claims due to defects is one year from delivery of the goods, unless a purchase of consumer goods takes place at the end of the supply chain. The limitation period of one year also applies to claims arising from unauthorised action based on a defect in the goods. The limitation period of one year does not apply to UMFOTEC's unlimited liability for damages arising from the breach of a guarantee or from injury to life, body or health, for intent and gross negligence and for product defects or insofar as UMFOTEC has assumed a procurement risk. A statement by UMFOTEC on a claim for defects asserted by the Customer shall not be deemed to constitute entry into negotiations on the claim or the circumstances giving rise to the claim if the claim for defects is rejected in full by UMFOTEC.

11. Liability

11.1. UMFOTEC shall be liable without limitation for damages arising from the breach of a guarantee or from injury to life, limb or health. The same applies to intent and gross negligence or insofar as UMFOTEC has assumed a procurement risk. UMFOTEC is only liable for slight negligence if essential obligations are violated which arise from the nature of the contract and which are of particular importance for the fulfilment of the purpose of the contract. In the event of a breach of such obligations, default and impossibility, UMFOTEC's liability shall be limited to such damages as are typically to be expected in the context of this contract. Mandatory statutory liability for product defects remains unaffected.

11.2. Insofar as UMFOTEC's liability is excluded or limited, this shall also apply to the personal liability of UMFOTEC's employees, representatives and vicarious agents.

11.3. When determining the amount of the claims, the economic circumstances of UMFOTEC, the nature, scope and duration of the business relationship, any contributions to causation and/or fault on the part of the customer in accordance with Sec 254

German Civil Code (§ 254 BGB) and a particularly unfavourable installation situation of the supplied part must be taken into account appropriately in favour of the supplier. In particular, the replacement services, costs and expenses to be borne by UMFOTEC must be in reasonable proportion to the value of the supplied part.

12. Secrecy

- 12.1. All business information of a commercial or technical nature (including features that can be derived from any objects or software handed over and other knowledge or experience) shall, as long as and insofar as it is not demonstrably publicly known or accessible, become publicly known or accessible through no fault of the receiving party, has been developed by the receiving party independently and without recourse to information received or must be disclosed on the basis of a binding official or judicial order or mandatory legal provision, provided that the disclosing party has been informed immediately in advance in writing of the disclosure obligation, shall be kept secret from third parties for a period of five years from disclosure and may only be made available in the receiving party's own organisation to those persons who must necessarily be involved in their use and who are also obliged to maintain secrecy to the same extent as the parties; they shall remain the exclusive property of the party from which the information originates. Such information may not be reproduced or used outside the respective project without the prior written consent of the disclosing party. Upon request, all information received (including any copies or records made) and items provided on loan must be returned to the other party immediately and in full or destroyed. This does not apply to routinely and automatically created backup copies of electronic data traffic, access to which has been irretrievably deleted, or to information and copies thereof which the other party is required to retain under applicable law. Affiliated companies within the meaning of Sec 15 of the German Stock Corporation Act (§ 15 AktG) shall not be deemed third parties within the meaning of this provision, provided that the disclosure of information received is necessary for the fulfilment of obligations arising from the respective project and provided that these affiliated companies enter into similar confidentiality obligations prior to receiving such information. Any breach of these provisions by its Affiliated Companies shall be the responsibility of the respective party.
- 12.2. UMFOTEC reserves all rights to the information referred to in Section 12.1 (including copyrights and the right to register industrial property rights such as patents, utility models, etc.).

13. Data protection

- 13.1. The parties are obliged to comply with the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") in the execution of the contract and to impose compliance with these provisions on their employees.
- 13.2. The parties shall process the personal data received (in particular the names and contact details of the respective contact persons) exclusively for the fulfilment of the respective contract and shall protect them by technical and organisational security measures that are adapted to the current state of the art (Art. 32 GDPR). The parties undertake to delete the personal data as soon as its processing is no longer necessary. Any statutory retention obligations remain unaffected by this.
- 13.3. Should UMFOTEC process personal data on behalf of the Customer within the scope of the execution of the contract, the parties shall conclude an agreement on order processing within the meaning of Art. 28 GDPR.
- 13.4. The customer has taken note of the information on data processing for customers and purchasers and is obliged to inform his employees whose data is passed on to UMFOTEC for the processing of an order of this information.

14. Data utilisation

- 14.1. "Data" within the meaning of this provision is all information that is recorded or generated by the goods and/or that results from the use or operation of the goods.
- 14.2. UMFOTEC hereby grants the Customer access and the perpetual, irrevocable, non-exclusive, worldwide, right, for a reasonable fee, to (i) store, use, copy and publish (collectively, "use") the Data for any purpose in connection with the typical use of the Goods and (ii) disclose the Data to third parties for use on behalf of the Customer, provided that in all cases the Customer shall do everything in its power to ensure that such data is aggregated in such a way that neither UMFOTEC nor any individual data

source is personally identifiable under the law applicable to the Company or the person providing such data.

15. Export control

- 15.1. Deliveries and services (i.e. the fulfilment of contracts) are subject to the condition that fulfilment is not restricted by national or international regulations, in particular export control regulations and embargoes or other restrictions.
- 15.2. The parties are obliged to provide all information and documents required for the export/domestic transport/import correctly, completely, in good time and free of charge.
- 15.3. Delays caused by export controls or authorisation procedures shall take precedence over the specified deadlines and dates, unless they are attributable to UMFOTEC's fault.
- 15.4. If it is not possible to obtain the licences required for certain items, the contract for the items in question is deemed not to have been concluded. This does not depend on the validity or legal force of the judgement refusing the export or transfer. In this case, the failure to obtain licences or to comply with the time limits shall not give rise to a claim for damages, unless this failure is due to the fault of one of the parties.
- 15.5. The Customer undertakes to UMFOTEC not to trade the goods supplied to it by UMFOTEC if this is in breach of the applicable provisions of export control regulations. In the event of any violation of the provisions of export control law, UMFOTEC shall have the right to terminate or withdraw from the contract and, in addition, the Customer shall be obliged to indemnify UMFOTEC against all claims for damages by third parties due to the violation of the provisions of export control law and to compensate UMFOTEC for immaterial and material expenses and losses in this respect, in particular fines and punitive damages.

16. Place of fulfilment, place of jurisdiction, applicable law, severability clause

- 16.1. The place of fulfilment for deliveries is the place from which UMFOTEC delivers, unless otherwise agreed.
- 16.2. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court responsible for UMFOTEC's registered office. However, UMFOTEC is also entitled to sue the Customer at any other permissible place of jurisdiction.
- 16.3. German law shall apply exclusively. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention) is excluded.
- 16.4. The contract language is German.
- 16.5. Should a provision of these GTCS or part of a provision be or become invalid or unenforceable or should there be a loophole in these GTCS, the remaining provisions or the remaining part of the provision shall remain valid. In such a case, UMFOTEC and the Customer are obliged to replace an invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision. In the event of a loophole, the provision that corresponds to what would have been agreed in accordance with the purpose of these GTCS if the parties had considered the matter from the outset shall be deemed to have been agreed.