

General Terms and Conditions for the Purchase of Components, Construction Work and Services

1. general

The following terms and conditions of purchase are an integral part of the contract concluded with us.

1.1 Our General Terms and Conditions of Purchase shall apply in their latest version also to all subsequent transactions without this having to be expressly mentioned or agreed upon at the time of their conclusion.

1.2 We hereby object to any counter-confirmations, counter-offers or other references made by the Seller with reference to its terms and conditions; any deviating terms and conditions of the Supplier shall only apply if they have been confirmed by us in writing.

1.3 These General Terms and Conditions of Purchase shall only apply vis-à-vis companies within the meaning of Sections 14, 310 (1) of the German Civil Code (BGB), legal entities under public law or special funds under public law.

1.4 Verbal agreements and ancillary agreements require our express written confirmation to be effective.

2. quality of delivery/right of inspection

2.1 The supplier shall comply with the state of the art, the safety regulations and the agreed technical data for its delivery or services. Changes to the delivery item or the scope of performance require our prior written consent. The supplier warrants that it will use the DIN and ISO standards, environmental protection standards and other generally applicable laws, ordinances, directives and regulations in accordance with the latest status.

2.2 We are permitted to inspect the goods prior to dispatch. Our inspection personnel shall be entitled to inspect the quality of the material and/or the manufacturing process of the delivery items during working hours at the supplier's plant. For this purpose, the supplier shall grant a right of inspection during normal business hours, at least from Monday to Friday between 8.00 am and 3.00 pm. The inspection may take place with or without notice.

3. obligation to examine and to give notice of defects, examination expenditure

3.1 The incoming goods inspection shall take place with regard to obvious defects. The supplier waives the objection of notification of defects for all obvious defects within 2 weeks from receipt of goods. We shall give notice of hidden defects insofar as these are detected in the ordinary course of business. Sentence 2 applies accordingly, but with the proviso that the period does not begin with the receipt of the goods but with the discovery of the hidden defect.

4. shipping /passing of risk/ right of inspection

4.1 The supplier shall bear the transport risk to our works in Moers or to any other destination named by us.

4.2 The risk of accidental loss and accidental deterioration shall not pass to us until the goods have been delivered to our works or to the destination named by us within the meaning of the aforementioned clause.

4.3 Force majeure, industrial disputes, operational disruptions for which we are not responsible, riots, official measures and other unavoidable events shall release us - and without prejudice to other rights - in whole or in part from the obligation to accept ordered goods or services,

without the supplier being able to claim damages or assert other claims against us.

4.4 The supplier is obliged to state our order number and the place of delivery exactly on all shipping documents and delivery notes. The supplier shall compensate for any damage that may arise as a result.

4.5 Packaging costs may not be charged to the Purchaser by the Supplier.

5. orders

Orders are only binding if they have been placed or confirmed by us in writing, by telex or by electronic data transmission.

5.1 Offers of the supplier are free of charge and non-binding for us. Our silence in this respect shall in no case be deemed to be acceptance. The supplier is bound to his offer for a period of 6 months, calculated from the date of dispatch. In case of doubt, the supplier shall provide proof of dispatch.

6. services on our premises

If the supplier provides deliveries or services on our premises, he is obliged to comply with the instructions on safety, environment and fire protection for external persons in the respective valid version. Employees deployed must be instructed in the local hazards.

7. delivery period/delivery time/delay in delivery/contractual penalty

7.1 Deviations from our orders are only permissible with our written consent. Agreed dates and deadlines are binding. Decisive for the delivery dates to be met is the receipt of the goods by us or the agreed collection date.

7.2 The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent which indicate that the agreed delivery date cannot be met.

7.3 If the supplier does not deliver or perform within a period of grace set by us, we shall be entitled to refuse acceptance altogether, to withdraw from the contract or to claim damages for non-performance, even without warning. We are also entitled to withdraw from the contract if the supplier is not responsible for delays (see 4.2. and 4.3.).

7.4 In the event of a delay in delivery, we shall be entitled to demand a contractual penalty of 0.5% of the value of the delivery for each completed week of the delay, but no more than 5% of the value of the overdue part of the delivery or service, taking into account any compensation for damages. Further statutory claims are expressly reserved, without these being expressly mentioned since the acceptance of the delivery or assertion of the contractual penalty.

8. prices

8.1 The prices stated in our order are fixed prices unless the supplier expressly objects in writing within a period of one week. It is sufficient for the objection to be made by e-mail.

8. if you are in default with your deliveries, a price adjustment for you is excluded for all goods with which you are in default.

9 Warranty for material defects and defects of title

9.1 The products are labelled in accordance with legal requirements. This applies in particular to the indication of the country of manufacture and the country of destination.

9.2 Unless otherwise agreed, the supplier shall provide a warranty in accordance with the statutory provisions for

a period of at least 24 months from acceptance of the goods (receipt of goods by us).

9.3 Defective deliveries shall be replaced immediately by deliveries free of defects. Defective services shall be repeated immediately free of defects.

9.4 If the supplier does not remedy the defect even within a reasonable period of grace granted to him, we may, at our discretion, withdraw from the contract or reduce the remuneration and/or claim additional damages in each case.

9.5 In the event of replacement deliveries or rectification of defects, the warranty period shall begin anew.

9.6 The supplier undertakes to indemnify us from any liability due to the defects towards third parties or liability claims of third parties arising from the manufacture, delivery or storage of the products. He is obliged to reimburse us for any payments made in settlement of justified claims. The indemnification and obligation to pay compensation shall not apply if the underlying event is demonstrably due to grossly negligent or wilful misconduct on our part or on the part of one of our employees, representatives or vicarious agents.

9.7 If costs are incurred as a result of defective or delayed deliveries or services, in particular transport, travel, labour and material costs, the costs shall be borne by the supplier.

9.8 The settlement of the supplier's invoice does not constitute an acknowledgement by us that the delivered goods are free of defects.

10. secrecy

10.1 The supplier undertakes to treat as confidential all commercial and technical details which are not in the public domain and which become known to him through the business relationship. Employees of the supplier shall be bound accordingly under labour law.

10.2 The supplier may not use the fact of the business relationship with us for advertising or public relations purposes without our written consent. A link on the website is also not permitted without our written consent.

10.3 The Supplier shall also be obliged to enter into this confidentiality agreement with its subcontractor.

10.4 Drawings, models, templates and technical information that we hand over to the supplier must be protected from access by third parties and may not be handed over to third parties.

11. invoices/payment conditions/discounts

11.1 Our order number must be stated on invoices.

11.2 The payment date is decisive for the fulfilment of the aforementioned deadline. This is the day on which the payment is sent.

or the payment order has been submitted to the bank. This also applies to electronic transfers.

11.3 The supplier is not entitled to assign claims for payment to third parties without our consent. If the supplier assigns its claim against us to a third party without our written consent and if the third party discloses this assignment of claim to us, this assignment of claim shall be effective. From this point in time, we are entitled to pay the third party in discharge of our debt to the supplier.

12. retention of title

Retention of title shall only be recognised by us until settlement of the respective invoice for the delivery concerned. Extended or expanded reservations of title

are not permissible. We hereby expressly object to such extended and prolonged reservations of title.

13. insurance

The supplier undertakes to take out comprehensive liability insurance, including product liability insurance, and to provide evidence of this to us upon request.

14. data protection

The supplier agrees that we may process and use its stored data for the performance and settlement of our business relationship. This also applies to personal data as defined by the Data Protection Act.

15. property rights of third parties

The supplier assures that no industrial property rights of third parties are infringed with the delivery of the service and indemnifies us against third parties due to these infringements of industrial property rights.

16. import/export/customs/other legal requirements

16.1 In the case of deliveries and services from a country outside Germany that is a member of the EU, the EU VAT identification number must be stated.

16.2 Imported goods shall be delivered duty paid. The supplier shall comply with the regulations of the EU and provide any required declarations and information at its own expense, in particular it shall submit certificates of origin for goods as well as a long-term supplier's declaration.

16.3 The supplier is obliged to comply with the regulations on minimum wages, the Employee Posting Act, the Employee Temporary Employment Act, the United Nations Human Rights Charter. In particular, child labour, forced labour and disciplinary measures such as torture are not permitted. The regulations of environmental protection and the accident prevention regulations as well as the other regulations of health protection are to be observed during the production of the goods.

17 Place of performance/jurisdiction/applicable law

17.1 The place of performance for the delivery of the products is Moers/NRW, or the agreed place of delivery.

17.2 Krefeld is agreed as the place of jurisdiction if the Supplier is a merchant within the meaning of the German Commercial Code (HGB).

17.3 This contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the reference provisions of German private international law.

17.4 Should individual provisions of these General Terms and Conditions of Purchase be invalid, this shall not affect the validity of the remaining provisions.

GTC for the sale and delivery of energy systems, maintenance parts and services

I. Scope, data and information

The following terms and conditions apply to all offers, deliveries and services of ETW Energietechnik GmbH - hereinafter referred to as "Supplier" - concerning components, systems, spare parts and services - hereinafter referred to as "Delivery Item".

Any deviating terms and conditions of the Purchaser shall not become part of the contract even if the Supplier accepts the order.

The supplier reserves the property rights and copyrights to samples, cost estimates, drawings and other information of a tangible and intangible nature - also in electronic form; they may not be made accessible to third parties and may only be used by the customer for the intended use of the delivery item.

II. scope of delivery

(1) The written order confirmation of the Supplier shall be decisive for the scope of delivery and performance concerning the delivery item, in the case of an offer of the Supplier with a time commitment and acceptance within the time limit, the offer shall be decisive if no timely order confirmation is available.

The Supplier shall be bound by its offer for sixty (60) calendar days, unless otherwise stipulated in the text of the offer.

Ancillary agreements and amendments require the written confirmation of the supplier.

The Supplier reserves the right to make changes to the design and form of the delivery item, provided that the delivery item itself is not significantly changed and the changes are reasonable for the Purchaser, taking into account the interests of the Purchaser.

Other services such as installation, assembly or commissioning of the delivery item are not included in the scope of delivery. At the request of the Purchaser, such services shall be offered and invoiced separately by the Supplier.

6. the supplier's obligation to deliver is subject to the condition precedent that the

Delivery and/or use of the delivery item, neither the export control laws

Germany, the European Union nor that of the United States violated. In the case of the

violation of the export control laws according to sentence 1, the supplier shall be released from all obligations. Claims of the Purchaser are excluded.

III. prices

(1) Unless the Supplier has agreed otherwise in writing, all prices shall be ex works of the Supplier (EXW according to Incoterms 2010), including loading at the works, but exclusive of VAT and packaging.

2. if there is a long-term contract, as for the delivery of the delivery item according to a time schedule, the supplier is entitled to adjust the prices of the delivery item within a reasonable commercial margin if the basic costs (raw materials, wages) should change.

IV. Payments and securities

Payment shall be made without any deduction to the Supplier's account in the following amounts: 1/3 down

payment after receipt of the order confirmation, 1/3 as soon as the Purchaser has been notified that the main parts of the delivery item are ready for dispatch and the remaining amount within one month after the transfer of risk.

2. the customer is only entitled to withhold payments or offset them against counterclaims if these counterclaims are undisputed or have been legally established.

If the customer is in arrears with payments - in the case of agreements on partial payments with one instalment - the outstanding partial payments shall become due immediately. The maturity of the remaining debt shall also occur insofar as bills of exchange with a later maturity date are running. The supplier may - without prejudice to his rights arising from the reservation of title - withdraw from the contract or claim damages for non-performance. Interest on arrears shall be charged at 8% p.a. above the base rate, but at least 12% p.a.; it shall be set higher or lower, but not below the statutory interest rate, if the supplier proves a charge with a higher interest rate or the customer proves a lower charge.

(4) The Purchaser undertakes to provide possible securities for open claims of the Supplier at the Supplier's request, in particular insofar as the Supplier has made or must make advance payments.

V. Delivery time

The delivery period shall commence when the order becomes legally effective. If the Purchaser fails to fulfil all obligations incumbent upon it by this time, in particular the timely provision of necessary official certificates or approvals as well as the payment of the contractually agreed down payment, the delivery period shall be extended accordingly. This shall not apply if the supplier is responsible for the delay.

Compliance with the delivery period is subject to correct and timely delivery to the supplier.

The delivery period shall be deemed to have been complied with if the delivery item has left the works or notification of readiness for dispatch has been given by the time of its expiry. If the dispatch of the delivery item is delayed for reasons for which the customer is responsible, the costs of the delay shall be charged to the customer, starting one month after notification of readiness for dispatch. This includes in particular storage costs.

If non-compliance with the delivery period is due to force majeure, industrial disputes or other events beyond the supplier's control (force majeure), the delivery period shall be extended accordingly. The aforementioned circumstances are also not the responsibility of the supplier if they occur during an already existing delay. An already existing delay shall be interrupted by the occurrence of the aforementioned events. The Supplier shall notify the Purchaser of the beginning and end of such circumstances as soon as possible. In the event of an embargo, the contractual obligations shall be interrupted and the parties shall renegotiate their contractual relationship as far as possible.

The Purchaser may withdraw from the contract without notice if the Supplier is finally unable to perform the entire contract prior to the passing of risk. Furthermore, the Purchaser may withdraw from the contract if the execution of part of the delivery becomes impossible in the case of an order and the Purchaser has a justified

interest in rejecting the partial delivery. If this is not the case, the customer shall pay the contract price attributable to the partial delivery. The same shall apply in the event of the Supplier's inability to perform. Section XI.2 of these terms and conditions shall apply in all other respects. If the impossibility or inability occurs during the delay in acceptance or if the Purchaser is solely or predominantly responsible for the circumstances of the impossibility or inability, it shall remain obliged to counter-performance.

The Purchaser shall be in default of payment if it fails to make payment in response to a reminder sent by the Supplier after the due date. Irrespective of this, the Purchaser shall be in default if it fails to make payment by a date specified in the order. The statutory provision according to which the Purchaser is automatically in default even thirty days after receipt of an invoice shall remain unaffected. If the Purchaser is in arrears with the taking over of the subject matter of the contract or the fulfilment of his payment obligation for more than 6 weeks after notification of the provision, the Supplier shall be entitled, after setting a grace period of 14 days, to withdraw from the contract or to claim damages for non-performance. If the supplier claims damages for non-performance, he may claim 15% of the sales price as compensation. The damage shall be assessed higher or lower if the Supplier proves a higher damage or the Purchaser proves a lower damage. If the supplier does not make use of this right, he shall be entitled - without prejudice to his other rights - to freely dispose of the subject matter of the contract and to deliver a similar item in its place within a reasonable period of time under the terms of the contract.

VI Transfer of risk and acceptance

(1) The risk shall pass to the Purchaser when the delivery item has left the Supplier's works, even if partial deliveries are made or the Supplier has assumed other services, e.g. the shipping costs or delivery and installation. At the request of the Purchaser, the Supplier shall insure the consignment against theft, breakage, transport, fire and water damage and other insurable risks at the Purchaser's expense.

If the shipment is delayed or does not take place due to circumstances that are not attributable to the Supplier, the risk shall pass to the Purchaser on the day of notification of readiness for shipment. The Supplier undertakes to take out, at the Purchaser's expense, the insurance policies requested by the Purchaser.

3. delivered items are to be accepted by the customer, even if they have insignificant defects, without prejudice to the rights under section IX.

Partial deliveries are permissible insofar as they are not unreasonable for the customer.

VII Retention of title

(1) The supplier retains title to the delivery item until receipt of all claims of the supplier against the purchaser arising from the business relationship, including future claims, also from contracts concluded at the same time or later. This shall also apply if individual or all claims of the supplier have been included in a current account and the balance has been struck and accepted. In the event of a breach of contract by the Purchaser, in particular in the event of default in payment, the Supplier shall be

entitled to take back the delivery item after issuing a reminder and the Purchaser shall be obliged to surrender the delivery item. All costs of repossession shall be borne by the Purchaser. The repossession as well as the seizure of the object by the supplier shall only be deemed to be a withdrawal from the contract if this is expressly declared by the supplier. In the event of seizure or other interventions by third parties, the Purchaser shall immediately notify the Supplier in writing and provide all necessary explanations. The Purchaser may not pledge the delivery item or assign it as security as long as the Supplier's ownership rights to the delivery item still exist. (2) If, in connection with the payment of the purchase price by the Purchaser, a liability of the Supplier under a bill of exchange is established, the retention of title including its agreed special forms and other securities agreed for securing payment shall not expire before the bill of exchange has been honoured by the Purchaser as drawee.

The Purchaser shall be entitled to resell the delivery item in the ordinary course of business. However, he hereby assigns to the supplier all claims, including all ancillary rights, accruing to him from the resale against the purchaser or against third parties, irrespective of whether the goods subject to retention of title are resold without or after processing. The Purchaser shall be entitled to collect these claims even after assignment. The Supplier's right to collect the claims itself shall remain unaffected; however, the Supplier undertakes not to collect the claims as long as the Purchaser duly meets its payment obligations. The Supplier may demand that the Purchaser informs him of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment. If the delivery item is resold together with other goods that do not belong to the Supplier, the Purchaser's claim against the customer shall be deemed assigned in the amount of the delivery price agreed between the Supplier and the Purchaser.

4. the supplier undertakes not to make use of the securities to which he is entitled or to release them subsequently to the extent that their value exceeds the claims to be secured by more than 20%, insofar as these have not yet been settled.

VIII. Delivery and installation

If installation is part of the Supplier's obligations, the Supplier need not commence installation until the foundations are completely dry and set and all other construction and installation work has been completed so that installation and commissioning can take place. If this work is not completed in time, the periods agreed for installation and commissioning shall be extended accordingly.

2. the transfer of the delivery item from the supplier's workshop to the place of use shall - unless otherwise expressly agreed - be at the expense and risk of the purchaser.

If the Supplier undertakes the installation or commissioning, he shall provide the necessary fitters with the fitter's tools at the Purchaser's expense and in accordance with the Supplier's special terms and conditions for such services. Tools, lifting gear, scaffolding, equipment, building materials, welding sets, bottled gas for pipeline work, etc. shall be supplied by the

Purchaser at its own expense and risk, and the Purchaser shall also provide a suitable lockable storage room for the fitters' tools; the Purchaser shall be liable for the unskilled workers provided by it.

If a delay or interruption occurs in the transfer, installation or commissioning of the delivery item through no fault of the supplier, or if the fitter is prevented from working, the customer shall bear all additional costs incurred as a result of the delay, interruption or hindrance. The obligation to comply with the agreed payment periods shall not be affected by this.

5. the fitter may only carry out work and services that go beyond the scope of delivery according to the order confirmation and delivery contract if the customer has given a special order for this and only against a special charge.

6. if the supplier has also taken over the test operation or the test drive, the normal working hours shall apply for this. If the fitter is employed beyond the normal working hours due to special circumstances, the additional hours shall be charged separately as overtime.

Overtime may only be worked by the fitter if the customer expressly requests this and confirms this in writing to the supplier and the fitter. They shall be charged to the Purchaser

IX. Liability for defects in the delivery

The Supplier shall be liable as follows for defects in the delivery item, which also include deviation from specified performance values such as electrical power, thermal power, fuel and lubricating oil consumption: The supplier warrants in the below

warranty period stated, that the delivery item is free of defects that are

are based on faulty work of the supplier or faults in the material used by the supplier in the course of manufacture ("delivery item warranty"):

All such delivery items shall be repaired or replaced free of charge at the discretion of the Supplier. The warranty for defects shall only apply to defects which become apparent within 12 months of commissioning or 15 months of the date of delivery, whichever comes first, as a result of a circumstance occurring before the transfer of risk to the Purchaser. Resale of the delivery item by the customer shall not lead to an extension of the warranty. The Supplier must be notified immediately in writing of the discovery of any obvious defects. The removed replaced parts shall become the property of the supplier.

(2) The right of the Purchaser to assert claims based on Defects shall in all cases become time-barred after 12 months from the date of the timely notification of the Defect, but at the latest upon expiry of the warranty period pursuant to IX.1. The rights of the Supplier under Sec. 377 HGB (German Commercial Code) shall remain unaffected.

3. no liability is accepted for damage caused by the following reasons, insofar as the supplier is not responsible for such reasons:

(a) Damage due to negligent handling, improper or non-intended use or operation, maintenance, repair or other use, storage, faulty installation, assembly or commissioning by the Purchaser or third parties, which is not in accordance with good technical expertise and / or a written or oral operating or maintenance guideline or

other technical specification applicable to the delivery item, in particular the fuel / gas specification as well as the operating resources to be used;

(b) Damage due to additional attachments, fittings, housings, accessory items and spare parts not sold or approved by the supplier, in particular installation of spare parts other than original parts of the supplier;

(c) Damage due to normal wear and tear, corrosion or erosion or due to operation under less than optimal operating conditions by failure to follow the prescribed service and maintenance work;

(d) Damage due to the Purchaser's delay in providing the defective part after the Purchaser discovers a possible defect under this Product Warranty or after the Supplier has informed the Purchaser of a possible product problem;

(e) Damage due to repairs, conversions, modifications, adaptations or changes to the fuel / gas composition by the Purchaser or third parties which have been carried out without the prior written consent of the Supplier in accordance with Clause IX.1 (c);

(f) damage due to defective construction work by third parties or the Purchaser, not suitable building flooring; excessive vibration or movement of vehicles or equipment in which the Plant is installed; chemical, electrochemical or electrical influences; and

(g) damage to parts, fittings, housings, additional attachments and accessory items that are not part of the delivery item.

(4) The Purchaser shall, after consultation with the Supplier, grant the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the Supplier deems necessary in its due discretion, otherwise the Supplier shall be released from its liability for defects. Only in urgent cases of danger to operational safety and to prevent disproportionately great damage, in which case the Supplier must be notified immediately, or if the Supplier is in default with the rectification of the defect, shall the Purchaser have the right to rectify the defect itself or have it rectified by third parties and to demand reimbursement of the necessary costs from the Supplier.

(5) Of the direct costs arising from the repair or replacement delivery, the supplier shall bear - insofar as the complaint proves to be justified - the costs of the replacement part including dispatch as well as the reasonable costs of removal and installation, furthermore, if this can be reasonably demanded according to the situation of the individual case, the costs of any necessary provision of the supplier's fitters and assistants. In all other respects, the Purchaser shall bear the costs. In particular, in the event of an unlawful complaint/notification of defects, the Purchaser shall reimburse/reimburse the Supplier for all costs arising therefrom in accordance with the Supplier's current price list.

6. the delivery of a replacement part and/or the repair shall not extend the original warranty period for the delivery item.

(7) Any modifications or repair work improperly carried out by the Purchaser or third parties without the prior consent of the Supplier shall void the liability for the consequences arising therefrom.

8. further claims of the Purchaser arising from defects of the delivery item, in particular a claim for compensation for damage which has not occurred to the delivery item itself, are excluded subject to the provisions of Section XI.4 and Section XII.

X. Liability for collateral duties

If, through the fault of the Supplier, the delivered item cannot be used by the Purchaser in accordance with the contract as a result of omitted or defective execution of proposals and consultations prior to or after conclusion of the contract as well as other ancillary contractual obligations - in particular operating instructions and maintenance of the delivery item - the provisions of Sections IX, XI and XII shall apply mutatis mutandis to the exclusion of further claims of the Purchaser.

XI. Right of the Purchaser to Withdrawal and Other Liability of the Supplier

(1) The Purchaser may withdraw from the contract if the entire performance becomes finally impossible for the Supplier before the transfer of risk. The same shall apply in the event of the supplier's inability to perform. The Purchaser may also withdraw from the contract if, in the case of an order for similar items, the performance of part of the delivery becomes impossible in terms of quantity and the Purchaser has a justified interest in refusing a partial delivery; if this is not the case, the Purchaser may reduce the consideration accordingly.

If there is a delay in performance within the meaning of Section V of the Terms and Conditions and if the Purchaser grants the Supplier in default a reasonable period of grace with the express declaration that it will refuse to accept performance after expiry of this period, and if the period of grace is not complied with, the Purchaser shall be entitled to rescind the contract.

3. if the impossibility occurs during the delay in acceptance or through the fault of the customer, the latter shall remain obliged to counter-performance.

The Purchaser shall also have the right to rescind the contract if the Supplier allows a reasonable period of grace granted to it for the repair or replacement of a defect for which it is responsible within the meaning of the Terms and Conditions of Business to expire fruitlessly through its own fault. The Purchaser's right of rescission shall also apply in the event of impossibility or inability of the Supplier to repair or replace the defective goods. If the Supplier fails to repair or replace the delivery item, the Purchaser shall be entitled to rescind the contract or reduce the purchase price.

(5) The Supplier shall be liable for infringement of third party industrial property rights in connection with the Supplier's delivery or service to the exclusion of any further claims as follows. The liability is limited to property rights granted in Germany. The Purchaser shall be indemnified against claims for damages and costs imposed by a final and absolute judgement and the legal costs incurred shall be reimbursed to the Purchaser. The right of the customer to withdraw from the contract due to impossibility remains unaffected.

6. subject to other provisions in these GTC, in particular the provisions of sections XI. and XII., all other further claims of the customer, in particular for termination or reduction as well as for compensation for damages of

any kind, including such damages that have not occurred to the delivery item itself, are excluded.

XII Limitation of the liability limitations

The exclusions of liability and limitations of the Purchaser's claims in these Terms and Conditions shall not apply in the event of intent, gross negligence of legal representatives or vicarious agents of the Supplier, or culpable breach of material contractual obligations. In the event of culpable breach of material contractual obligations, the Supplier shall be liable - except in cases of intent and gross negligence on the part of the Supplier's legal representatives or vicarious agents - only for reasonably foreseeable damage typical of the contract. Furthermore, the exclusions of liability and limitations of the Purchaser's claims in these Terms and Conditions shall not apply in cases where liability is assumed under the Product Liability Act for personal injury or property damage to privately used objects in the event of defects in the delivery item. The exclusions and limitations of liability shall also not apply if defects were fraudulently concealed or their absence was guaranteed or if life, body and health were culpably injured. Contrary to clause IX.1, the statutory limitation period shall apply to all these cases insofar as this leads to an extension for the Purchaser in comparison to the time limits from IX.1.

XIII Prohibition of assignment

Claims and entitlements of the customer against the supplier can only be asserted with prior be assigned with the written consent of the supplier. § Section 354a of the German Commercial Code (HGB) remains untouched.

XVI No Russia clause

1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:

4.1 termination of this Agreement; and

4.2 a penalty of 15% of the total value of this Agreement or price of the goods exported, whichever is higher.

5. The Buyer shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2)

and (3) within two weeks of the simple request of such information.

XV Partial Ineffectiveness

A contract concluded on the basis of these terms and conditions shall remain binding in its remaining parts even if individual terms and conditions are invalid. This shall not apply if adherence to the contract would mean unreasonable hardship for one of the contracting parties.

XVI Software use

Insofar as software is included in the scope of delivery, the Purchaser shall be granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited. The Purchaser may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The Purchaser undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the Supplier's prior express consent. All other rights to the software and the documentation, including copies, shall remain with the Supplier or the software supplier. The granting of sub-licences is not permitted.

XVII Place of performance, law and jurisdiction

In the event of all disputes arising from the contractual relationship - also for actions in proceedings involving documents and bills of exchange - the court in Krefeld, which has jurisdiction over the supplier's head office, shall have exclusive jurisdiction. German law shall apply; these terms and conditions as well as the other provisions according to the contract between the contracting parties shall have priority. The application of sales law rules arising from international agreements (UN sales law) is excluded.