

**General Terms and Conditions (T&C) of
3Defacto GmbH, Mühlal (= 3Defacto)
Date: 01.08.2022**

I. General Provisions

§ 1 Scope of application

- 1.1 These terms and conditions apply to all deliveries and services from 3Defacto under exclusion of conflicting conditions of our contractual partners/customers.
- 1.2 Our terms and conditions apply exclusively to companies within the meaning of Section 310 (1) of the German Civil Code and to legal entities under public law or special assets of public law.
- 1.3 They also apply to all future business relationships without express renewed reference. Deviations from our terms and conditions require an express agreement in writing.
- 1.4 In addition, the current Incoterms apply, including the valid addendums at the time the contract was concluded. Unless otherwise agreed in writing, all deliveries and services by 3Defacto are always ex works (EXW).

§ 2 Offers and conclusions of the contract

- 2.1. Our offers as well as our samples, brochures, drawings and other performance data are subject to change and non-binding unless we have expressly designated them as binding.
- 2.2. The customer is bound by his orders for 2 weeks. The contract is only concluded following our order confirmation within 2 weeks of receipt of the order or alternatively through the fulfilment of the order within the same period.
- 2.3. Business mail printed and/or sent using data processing systems is legally binding even without a signature.
- 2.4. 3defacto offers apply to deliveries and services in the country in which the customer is based according to the information in his order. The customer is liable to 3Defacto for all disadvantages and liabilities arising from the use of the goods outside of this country.

- 2.5. Illustrations, samples, brochures, drawings and/or all other documents belonging to the offer are not indications of the composition of the commodity. Properties, assurances or guarantees are not included in this, but only if this is agreed separately in writing. We reserve the property rights, copyrights and other industrial property rights to all illustrations, samples, brochures, drawings and other documents. Unless expressly highlighted otherwise, we guarantee the existence of our property rights exclusively within the Federal Republic of Germany.
- 2.6. Regarding information about the processing and application possibilities of the 3Defacto products, technical recommendations or advice and other information from our employees (application-technical advice) is provided to the best of our knowledge, but is non-binding and excludes any liability. They do not exempt our customers and their buyers from their own examinations and tests to determine the suitability of the products for the intended use. Advice on technology application does not imply a separate contractual legal/advisory relationship. Even when developing software, 3Defacto does not provide consulting and analysis services without a separate order.
- 2.7. Proper and timely self-deliveries are reserved. We will inform the customer immediately about the unavailability of a delivery and service and, in the event of a withdrawal, will reimburse a corresponding consideration immediately.
- 2.8. Advance services that 3Defacto provides as part of an offer phase at the request of the customer will be charged by us, even if a contract is not concluded. 3Defacto highlights advance services that are subject to a fee as part of the offer phase.

§ 3 Service/Scope of service/Right of use/Industrial property rights/Confidentiality

- 3.1 The scope of services results from the 3Defacto offer and the 3Defacto order confirmation. 3Defacto is entitled to partial deliveries and partial services, insofar as this is reasonable for the customer. The customer is not entitled to documentation, testimonials, certifications unless this was specifically agreed upon when the contract was concluded or such an obligation to provide evidence arises from statutory provisions or DIN (German institute for standardisation) standards applicable in Germany or applicable EU law.
- 3.2 Post-contractual change requests by the customer must be submitted in writing and must describe the requested change in detail.

- 3.3 If the development of software is proposed, the customer is responsible for defining all functional requirements and describing the performance criteria in a comprehensive and binding manner. This is the basis of what is included in the 3Defacto offer and ultimately reflects the quality of the programs. In principle, hardware and software contracts do not include our obligation to install and configure, to advise the customer, to train them or to provide them with material. If training and a contractor obligation are not expressly agreed in writing in the contract with the customer, we are not obliged to meet these conditions.
- 3.4 In the case of system and machinery contracts, the customer is responsible for defining the performance criteria in the form of customer requirements; he is to provide comprehensive information on the performance criteria which is to be included in our offer, in particular for the design and manufacture of systems and machines. Section 4.1 et seq. (and the following) of the General Terms and Conditions applies in particular. Based on the customer requirements, we submit an offer that forms the basis of the contract. In the event of an order, 3Defacto draws up the contractor obligations that then define and specify the services in detail for both sides.
- 3.5 Contracts for the design and manufacture of machines and systems generally include our obligation to install and commission them, unless otherwise agreed in writing. The contract allows for the installation and commissioning of the machine, but training courses must be provided separately.
- 3.6 If 3Defacto is liable for providing program documentation or an operating manual, then it can only be in machine-readable form, if necessary as part of the software, unless something else has been expressly agreed in writing.
- 3.7 We are entitled to commission and use subcontractors of our choosing to fulfil our performance obligations.
- 3.8 In the case of provision of software that is developed by third parties on behalf of 3Defacto and provided and/or installed by 3Defacto, the right of use is determined by the provisions of the respective provider. In the case of goods with digital content or other digital services, 3defacto is only liable for the provision and, if necessary, updating of the digital content if this is expressly stated in a contractual quality agreement or results from the individual contract. We expressly assume no liability for public statements by our upstream suppliers as manufacturers of digital content or other third parties.

- 3.9 3Defacto is liable for operating instructions (user documentation or online help) including installation instructions when providing software. These services can also be made available to the customer electronically. 3Defacto is not liable for the transfer of source codes and this requires an additional agreement in writing. Software is regularly installed by the customer himself, unless something else has been expressly agreed in writing that is subject to payment. In the case of provision of software that was developed and/or adapted by us, unless otherwise agreed in writing, the customer is granted an unlimited, non-transferrable right of use for operational purposes. It is limited to the installation of the software on a workstation computer and/or server with the agreed maximum number of workstations. The customer is not authorised to copy software or remove/delete copyright notices.
- 3.10 Rights of use to software are transferred to the customer as a simple right of use (see Section 3.11) subject to the condition precedent of full payment of the agreed remuneration. Insofar as we have previously consented to the use of the software, we can revoke this consent in the event of a default in payment. At the end of the right of use, the customer is obliged to return the software including all documentation and copies, to delete it and to provide evidence of the deletion.
- 3.11 All rights to the 3Defacto work results, the know-how, the copyrights, the rights to inventions and technical property rights and also rights to the design belong exclusively to 3Defacto, including the sole registration right to protect property rights. This also applies if the work results are the result of specifications by the customer's employees. The customer has a simple right to use these work results for operational purposes, which does not include changes to the software.
- 3.12 Both parties undertake to support each other in the event of infringements by third parties that are directed against the rights of the other party.
- 3.13 If the customer is also a competitor of 3Defacto, the customer undertakes to use all confidential information received within the scope of the contractual relationship only for the purposes provided for in the contract and not for competitive purposes.

§ 4 Customer's cooperation duties before the conclusion of the contract and for the fulfilment of the contract

- 4.1 The customer is obliged to provide all information and documents necessary for the delivery and service provision in good time, without being asked and in full in

writing, via CD or online, in particular for the submission of a complete and suitable offer from 3Defacto. Above all, this includes information for the production environment, interfaces, company processes, ideas from the specialist departments about technical and organisational framework conditions, etc.

- 4.2 The customer is obliged to provide 3Defacto with suitable specialist staff required for meetings as well as working areas if the service is to be provided on site at the customer, as well as computing time and telecommunications connections, etc., all at no cost to 3Defacto.
- 4.3 3Defacto can, insofar as it is necessary, demand that the customer provides a technically competent project manager free of charge for the duration of the project up until the fulfilment of the contract or acceptance, insofar as agreed. They are to be equipped with all the technical, financial and legal powers that are required to make the necessary decisions under the contract in a timely manner.
- 4.4 The customer ensures that he fulfils the following obligations to cooperate in particular:
 - Sending all requested information in a short time
 - Make decisions quickly, otherwise the delivery and service time will be extended
 - Participation in technical tests and trial runs with the provision of sufficient personnel and the necessary data during normal working hours. Test data are to be recorded and made available by the customer at his own expense to the extent prescribed by 3Defacto.
 - Preparation and implementation of acceptance, if contractually agreed
 - Ensuring data protection, protection of 3Defactos know-how, their technical property rights and copyrights from employees and third parties
 - Support in the processing of insurance claims
 - Obtaining all approvals from third parties or authorities, also insofar as they affect the performance of 3Defacto and the procurement of these approvals is not one of 3Defacto's obligations
 - Checking the planning, the description of services, technical statements and assurances for completeness and correctness, insofar as the customer has to provide these based on the information available

- The fulfilment of the contract by 3Defacto presupposes the compliance with all cooperation obligations of the customer.

§ 5 Changes in the scope of services to be provided

- 5.1 If the customer requests a change in the type or scope of the agreed deliveries and/or services, which also includes a change in the delivery and service time, 3Defacto will, for a fee and on the basis of the operational fee rates that the customer can view at any time, check whether the desired change can be carried out and what effort may be required. The customer will be informed about this at short notice. 3Defacto is only obliged to accept the change in service if the customer bears the resulting additional costs and places a corresponding order for this.
- 5.2 In return for compensation for the downtimes, based on the above-mentioned operating fees, the customer can request the partial or complete interruption of our delivery and/or service provision until agreement has been reached on a corresponding change request. Any agreed delivery and service deadlines and deadline plans are extended accordingly by the downtime and by the time that we need to organise the resumption of work after an interruption and to ensure the necessary resources are made available.
- 5.3 If the parties disagree on whether a change in the type or scope of service is to be accepted or not compared to the original contract, 3Defacto is not obliged to implement the change in service without appropriate collateral for the expected additional remuneration, in accordance with Section 232 (1) BGB (German Civil Code).

§ 6 Prices/Terms of payment/Default

- 6.1 The 3Defacto prices are net prices from the 3defacto registered office (EXW) excluding transport packaging plus transport costs, unless otherwise specified in the order confirmation, plus the statutory value added tax applicable at the time the contract was concluded.
- 6.2 Unless otherwise agreed in writing, invoices are due for payment immediately without deduction of cash discounts, rebates and other price reductions, which are only effectively agreed if an agreement has been reached in writing. 3Defacto expressly objects to a cash discount or other deduction not agreed in the order confirmation from 3Defacto.
- 6.3 The customer is only entitled to withhold payments or offset them against

any counterclaims if they are uncontested or have been legally established or only if the claim is mutual.

- 6.4 If the delivery takes place 4 months after the planned delivery date when the order was placed, we reserve the right to increase the price if a significant change in cost factors determining the contract occurs - such as wages, packaging material, freight, energy costs, raw materials, taxes, storage. In this respect, the price increase is calculated according to the cost increase, which must be verifiable.
- 6.5 Cheques and bills, which we expressly reserve the right to accept, only count as payment after they have been honoured. Any discount and bank charges shall be borne by the customer. Insofar as we have agreed with the customer to pay the purchase price due on the basis of the cheque/bill of exchange procedure, the reservation also extends to the payment of the bill accepted by the customer and only expires if the cheque received is irrevocably credited to us.
- 6.6 If it is not possible to transfer the payments from a country in which the payment is due at the time the payment is due, the customer must still pay the equivalent of the amount owed to a European bank in such a country in a timely manner. If the exchange rate of the amounts paid in a currency other than the agreed currency deteriorates, the customer shall be obliged to make up for this by a subsequent payment.
- 6.7 If, after conclusion of the contract, 3Defacto becomes aware that the claim to the purchase price is at risk due to the customer's inability to pay, e.g. because of an application to open insolvency proceedings or because of deteriorating creditworthiness information from a credit insurer, we are entitled to refuse service according to the statutory provisions and - if necessary, after setting a deadline - to withdraw from the contract. We undertake to facilitate payment in advance for the customer up to the amount of the value of the delivery or alternatively facilitate the provision of a corresponding security of a credit insurer or a European bank in form of an absolute guarantee for an unlimited period of time upon first request, waiving the right to contest, offset or pursue any other remedies. If the customer fails to make either the down payment or the demand for security, we have a permanent right of retention, or alternatively a right of withdrawal after unsuccessful notification. In addition, we are entitled to demand compensation.
- 6.8 If the customer is in arrears with a payment, we will charge interest of 9% above the base rate of the European Central Bank, subject to proof of higher damages.

§ 7 Reservation of performance/Embargo clause/Force majeure

- 7.1 Our fulfilment of the contract is subject to the proviso that there are obstacles to fulfilment due to national or international regulations of foreign trade law and that there are no embargoes and/or other sanctions. In particular, the customer is obliged to refrain from all transactions (a) with persons, organisations or institutions that are on a sanctions list according to European Commission regulations or US export regulations, (b) with embargo countries that are prohibited, (c) whereby the required permit is not available or no longer exists, (d) which can occur in connection with nuclear, biological, chemical weapons, military operations.
- 7.2 In particular, the customer undertakes to inform us immediately and without being asked in writing if he intends to provide or use products or services purchased from us in certain areas/fields that are subject to such provisions. He will indemnify us from all legal consequences arising from the violation of such provisions and pay damages to the extent necessary if we suffer causal damage as a result.
- 7.3 We expressly object to all regulations on the cessation of purchase obligations due to events of force majeure, such as natural disasters, earthquakes, floods, storms, volcanic eruptions, base chance, riots, blockades, fire, civil war, embargo, hostage-taking, war, revolution, sabotage, strikes at third parties, terrorism, road accidents, pandemics and epidemics, and production disruptions. In this context, we also object to any exemption from liability in the event of non-acceptance.
- 7.4 Force majeure, labour disputes, unrest, pandemics, such as COVID-19, public/official measures and other unforeseeable, unavoidable and serious events exempt 3Defacto from its performance obligations for the duration of the disruption (plus a reasonable extension of the performance period) and to the extent of its impact, exempt 3Defacto from compensation and penalties, insofar as they could not foresee the consequences, and certainly not avoid them. 3defacto is obliged to provide the contractual partner with the necessary information at least in writing within the scope of what is reasonable for it and to adapt its obligations to the changed circumstances in good faith and to be transparent towards the other party in this respect.

7.5 If an economically reasonable resumption of the 3defacto services is neither foreseeable nor reasonable due to a contract adjustment, for example due to the considerable duration of the disruption, 3defacto has the right to extraordinary termination of the contract after prior notification. In doing so, 3defacto has to prove in advance that it has fulfilled all of its objectively reasonable potential damage reduction obligations. Instead of terminating the contract, 3defacto can also demand the suspension of the contractual relationship due to disruption of the business function or extraordinarily terminate as described above. In all these cases, 3defacto is exempt from the obligation to pay damages or penalties due to any delays or non-performance or lack of performance. There is consensus between the parties that existing claims according to § 206 BGB (German Civil Code) are suspended for the duration of the disruption.

7.6 The parties expressly agree on the applicability of § 313 BGB (German Civil Code).

§ 8 Delivery time & delivery delay

8.1 Delivery timeframes run from the day of the order confirmation or execution of the order; they are non-binding unless a delivery date has been expressly agreed in writing. We expressly object to fixed dates.

8.2 Adherence to any delivery timeframes presupposes the fulfilment of the customer's contractual obligations. The delivery timeframes are met if the item has left our facility by the end of the period or if readiness for dispatch has been communicated within that time. Delivery timeframes begin at the earliest with the conclusion of the contract, but not before all documents, approvals, technical clarifications and fulfilment of the obligations to cooperate, etc. to be provided by the customer have been complied with in full. Subsequent requests for changes and additions by the customer extend the delivery time appropriately; the same applies to the occurrence of unforeseen obstacles for which we are not responsible, such as events due to force majeure like war, strike, lockout or other operational disruptions such as subcontractor obstacles. If the provision of services is prevented for more than 6 months, we are entitled to withdraw from the contract with regard to the delayed delivery without being liable for compensation to the customer.

8.3 In the event of a delay in delivery for which we are responsible, the customer must set us a further reasonable deadline after he has notified us in writing, stating that he will refuse to accept the contents of the contract after the deadline has expired. Only after the unsuccessful expiry of the further period is the customer authorised to withdraw from the contract by means of a declaration in writing, but only insofar as we are responsible for the breach of duty, which can only be assumed in the case of intentional or grossly negligent breach of contract and the customer proves that his

interest in the delivery/service has ceased. In the event of withdrawal, the customer cannot demand any additional claims for damages, nor any claims for reimbursement of expenses. In any case, our liability for damages is limited to the foreseeable, typically occurring damage. We expressly object to any flat-rate payments or penalties in the event of a delay in delivery.

- 8.4 We are entitled to make partial deliveries and provide partial services at any time without connecting a new offer to them. If the remaining part cannot be delivered, the customer is entitled to withdraw from the contract without compensation. We shall bear any additional costs due to the delivery of parts. The customer is only obliged to pay the full purchase price when we have completely fulfilled the contract or the service.
- 8.5 If the case of default in acceptance by the customer, we are entitled to demand compensation for the damage incurred and any additional expenses. The same applies if the customer culpably violates the obligation to cooperate.

§ 9 Transfer of risk

- 9.1 The goods are shipped at the risk and expense of the customer (Incoterms 2010 EXW). The risk is always transferred to the customer from the loading location of the facility, i.e. in principle and in the absence of any other agreement when the delivery is loaded, even if partial deliveries are made or if we have taken on other services. We are responsible for choosing the shipping route and means of shipping.
- 9.2 If the shipment is delayed due to circumstances for which the customer is responsible, the risk passes to him from the day the goods are ready for shipment. Delivered items are to be accepted by the customer, even if they have minor defects.
- 9.3 If the customer is obliged to provide the means of transport for the delivery and does not do so at the contractually agreed time, we are released from our delivery obligation by storing and insuring the goods at the customer's expense and risk. The forwarder acceptance certificate is valid as proof of the contractual delivery.
- 9.4 At the express request and expense of the customer, we will insure the delivery against transport damage and other risks.

§ 10 Complaints and liability for defects

- 10.1 If the customer is a business customer, each of our deliveries and services must be checked immediately for completeness and for defects. The customer must report obvious defects that can be identified during a proper inspection in writing immediately after delivery. The business customer must report any defect found in a delivery or service immediately in writing. The notification must contain a precise description of the error.
- 10.2 The customer is obliged to have himself or an authorised third party confirm the condition of the goods upon collection or delivery. A short delivery constitutes a defect just as much as an incorrect delivery and we are entitled to subsequent delivery upon request.
- 10.3 If the delivery/service is defective, we shall provide a warranty, at our discretion, by repair or replacement. The customer's claims due to a defect in a purchased item are initially limited to supplementary performance. The customer shall bear the expenses required for the purpose of supplementary performance insofar as they increase as a result of the delivery or service being brought to a location other than the customer's branch, unless the transfer corresponds to its intended use. If the supplementary performance fails after at least two attempts, the customer reserves the right to reduce the price or, if the defect is significant, to withdraw from the contract.
- 10.4 Claims for defects do not exist in the case of only insignificant deviations from an agreed quality or in the case of only insignificant impairment of usability.
- 10.5 If the customer chooses to withdraw from the contract due to a defect in the goods after subsequent performance has failed, he is not entitled to any additional claims for damages. If the customer chooses compensation after subsequent performance has failed, the goods remain with the customer if this is reasonable for him. The compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply if we caused the breach of contract intentionally or through gross negligence.
- 10.6 After consultation, the customer must give us the necessary time and opportunity to carry out all repairs and replacement deliveries that we deem necessary at our reasonable discretion, otherwise we are exempt from liability for defects. Only if we are in arrears with remedying the defect does the customer have the right, after notification and setting a further reasonable deadline with the threat of refusal, to have the defect remedied himself or by a third party and to demand reasonable reimbursement of costs from us.

- 10.7 The limitation period for claims and rights due to defects - for whatever legal reason - is 1 year, regardless of whether it is related to delivery or manufacture. This period also applies to other claims for damages by the customer, regardless of their legal basis, unless we acted with intent or a guarantee is breached or in the case of fraudulent concealment of defects or claims under the Product Liability Act and culpable violation of essential contractual obligations.
- 10.8 A notice of defects expressly does not suspend the limitation period for warranty claims if, after examining the causes of the defect, we determine that we are not responsible for the defect.
- 10.9 We are not liable for damage caused by unsuitable or improper use, incorrect treatment by the customer or third parties, natural wear and tear or negligent treatment, unsuitable cleaning and care, chemical or mechanical influences, excessive or incorrect use, failure of components in the system environment, subsequent changes or unauthorised repairs by the customer or due to the use of third-party software, etc. not coordinated with 3Defacto, provided these are not attributable to our fault. Liability is excluded for slightly negligent breaches of duty. In the event of a gross breach of duty, our liability is limited to the foreseeable damage that is typical for the contract, as well as in the event of a breach of essential contractual obligations. Otherwise, we are liable under the Product Liability Act for injury to life, limb or health or for culpable violation of essential contractual obligations.

§ 11 Reservation of title

- 11.1 We reserve ownership of the delivery items until full payment of all our current and future claims from the contract of an ongoing business relationship (secured claim). The reservation of title extends to all balance claims from current accounts and when accepting bills of exchange or checks up to their encashment, whereby fulfilment depends on our receipt of payment.
- 11.2 The reservation of title also extends to the products created by processing, mixing and/or combining our goods at their full value, whereby we are considered the manufacturer. If the customer's ownership rights remain in the case of processing, mixing or combining with third-party goods, i.e. also with products of the customer, we shall obtain

co-ownership in proportion to the invoice value of the processed, mixed or combined goods. In these cases, the customer must store the item(s) that are the sole or joint property of 3Defacto GmbH free of charge for 3Defacto. For the rest, the same applies to the creation of the products as to the goods delivered under retention of title.

- 11.3 The customer is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default. The authorisation to resell does not apply if the customer has agreed a prohibition of assignment with his customers. Pledges or collateral assignments are inadmissible.
- 11.4 If the customer sells reserved goods alone or together with goods that do not belong to 3Defacto, the customer hereby assigns the claims arising from the resale or any other legal reason (including all current account balance claims) to 3Defacto in full as security; 3Defacto hereby expressly accepts the assignment.
- 11.5 The customer is revocably authorised by 3Defacto to collect the claims assigned to 3Defacto on his account in his own name. 3Defacto can revoke the direct debit authorisation at any time if the customer does not properly meet his payment obligations, is in default of payment, has agreed a prohibition of assignment with his customers or an application for the opening of insolvency proceedings has been filed or payments have been suspended. Upon request, the customer is obliged to inform his customer about the assignment and to hand over all information and documents required for collection to 3Defacto.
- 11.6 The customer must inform 3Defacto immediately of seizures, compulsory enforcement measures or other interventions by third parties in the reserved goods or in the assigned claims and hand over the documents necessary for the objection so that we can enforce our rights; he has to point out our property or our legal ownership of the claim(s). If the third party is not able to reimburse us for the court or out-of-court costs incurred in this connection, the customer shall be liable for these.
- 11.7 With suspension of payments and/or application for the opening of insolvency proceedings, the right to resell, process, combine or mix the reserved goods or the authorisation to collect the assigned claims expire; in the event of a check or bill of exchange protest, the direct debit authorisation also expires. This does not apply to the rights of the insolvency administrator.

11.8 If the reservation of title is not effective in the above form according to the law of the operating country, the customer must assist 3Defacto in establishing a security right for 3Defacto that corresponds to the provisions of his country.

11.9

In the event of a customer's behaviour being contrary to the terms of the agreement, in particular in the event of default in payment, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the reservation of title without the customer's right of retention. Any demand for the return of goods does not include a declaration of cancellation at the same time; we are instead only authorised to demand the return of the goods and reserve the right to cancel. If the customer does not pay the purchase price due, we may only assert these rights if we have previously unsuccessfully set the customer a reasonable deadline for payment or setting such a deadline is dispensable under statutory provisions.

§ 12 Liability

12.1 Unless otherwise stated in these terms and conditions, we are liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions, unless the following applies:

12.2 We are only liable for damages – regardless of the legal reason – in the event of intent and gross negligence. In the case of simple negligence, we are only liable for

a) Damage resulting from injury to life, limbs or health

b) Damage resulting from the breach of a material contractual obligation (obligation, the fulfilment of which is essential for the proper execution of the contract and upon the observance of which the contractual partner regularly relies and may rely); in this case, however, 3Defacto's liability is limited to compensation for the foreseeable, typically occurring damage.

12.3 The limitation of liability resulting from paragraph 2 does not apply if 3Defacto has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. The same applies to customer claims under the Product Liability Act.

12.4 Due to a breach of duty that does not consist of a defect, the customer can only withdraw or terminate if 3Defacto is responsible for the breach of duty, which must be significant. A free right of termination of the customer is excluded. Otherwise, the statutory requirements and legal consequences apply.

- 12.5 A declared liability claim expressly does not suspend the statute of limitations if, after checking, we determine that we are not responsible for the damage and report this accordingly.
- 12.6 Rights of recourse according to § 478 BGB (German Civil Code) from end customer complaints remain unaffected with the proviso that we are granted the right to make up for compensation in the event of recourse, at our discretion, by repair or new delivery.
- 12.7 We object to penalties and flat-rate damages for whatever legal reason, namely in the case of delays and defects.
- 12.8 If a third party asserts an infringement of rights by 3Defacto against the customer, the customer must inform 3Defacto immediately. 3Defacto has the right, at its own discretion and at its own expense, to provide the customer with the right to use the service, or to design the service free of infringements, or to cancel the service at the invoice price if 3Defacto cannot find any other remedy with reasonable effort. The interests of the customer must be adequately taken into account.

§ 13 Publications

- 13.1 The customer is not authorised to publish joint projects in writing without the prior consent of 3Defacto. In any case, the trademark and copyright of 3Defacto must be observed when publishing.
- 13.2 If copyrights, product names or company names of 3Defacto are quoted in the context of the contractual relationship, the customer must refer to 3Defacto's property rights in a manner customary in the market. Changes, also in graphic terms, require the prior written consent of 3Defacto. All industrial property rights, in particular the copyright to the service provided by 3Defacto, must be indicated by a corresponding copyright notice.

§ 14 Place of performance, Place of jurisdiction, Applicable law, Severability clause

- 14.1 The place of performance for all obligations arising from the contractual relationship is the registered office of 3defacto.
- 14.2 If the customer is a registered trader, a legal entity under public law or a special fund under public law, the Darmstadt regional court or the Darmstadt district court is responsible for all disputes arising directly or indirectly from the contractual relationship,

including actions on bills of exchange and cheques. This also applies if the customer does not have a general place of jurisdiction in Germany, relocates his domicile or usual place of residence abroad after conclusion of the contract or his domicile or usual place of residence is not known at the time the action is filed.

- 14.3 The law of the Federal Republic of Germany applies to these terms and conditions and the entire legal relationship between the contracting parties, excluding the CISG (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, Federal Law Gazette 1989 II page 588).
- 14.4 Should one of the provisions in these terms and conditions be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. In such a case, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the content and intentions of the parties in terms of the economics of the invalid or unenforceable provision. The same applies if there is a gap in the execution of the contract that needs to be filled.