

1. Scope

- 1.1. These General Terms and Conditions of Purchase ("**General Conditions**") shall exclusively apply to all business relationships with business partners and suppliers of Deutsche Benkert GmbH ("**Buyer**") with regard to the delivery of goods and/or services, irrespective of whether the Seller provides the goods and service itself or purchases the goods or sources the services from sub-suppliers (any such transactions to which the General Conditions apply hereinafter referred to as "**Contract**").
- 1.2. The General Conditions shall also apply in their respective version as a framework agreement for future contracts for the sale and/or delivery of goods and/or services with the same Seller, without the Buyer having to refer to the General Conditions again in each individual case; the current version of the General Conditions is available at <https://delfortgroup.com/downloads-certificates/>.
- 1.3. The General Conditions shall apply exclusively to any Contract. Deviating, conflicting or supplementary General Terms and Conditions of the Seller shall only become part of the contract if and to the extent that the Buyer has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the Buyer accepts Supplier's deliveries and/or services without reservation in the knowledge of Seller's General Terms and Conditions of Sale.
- 1.4. Individual agreements concluded between the Buyer and Seller (including collateral agreements, supplements and amendments) shall take precedence over these General Conditions. However, the content of such individual agreements shall only become binding upon the Buyer if established in form of a written contract or written confirmation from the Buyer.
- 1.5. Declarations and notifications with legal implications which are made by the Seller to the Buyer after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of cancellation) shall be made in writing to have legal effect.
- 1.6. The General Conditions shall only apply to enterprises within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

2. Conclusions of contract | Ordering process

- 2.1. Orders are placed exclusively in writing. Deliveries for which there are no written orders shall not create any legal obligations whatsoever upon the Buyer.
- 2.2. Buyer's silence in response to offers, requests or other declarations by the Seller shall only be deemed

to constitute consent if this has been expressly agreed in writing.

- 2.3. Written form requirement according to these General Conditions is met if (i) the requirements in § 127 BGB (German Civil Code) are adhered to, or (ii) the requirements for existing Electronic Data Interchange agreements are adhered to, or (iii) a document with a handwritten signature is scanned and sent by e-mail, or (iv) a document with an electronic signature (signature according to Art. 26 Regulation (EU) No 910/2014 (eIDAS- Regulation)) is sent by e-mail.
- 2.4. An order is accepted by Seller's order confirmation. The written form requirement according to section 2.3 applies correspondingly with regard to the order confirmation.
- 2.5. The Buyer reserves the right to cancel an order at any time. Such cancellation is deemed on time if it is sent to the Seller before the Buyer receives the order confirmation.
- 2.6. If the order confirmation deviates from the order, the Seller shall clearly state any such deviation in the order confirmation. The Buyer shall only be bound by such deviation if the Buyer has expressly accepted such deviation in writing. An unconditional acceptance by the Buyer of the products delivered by the Seller shall not be considered as acceptance of any such deviation.
- 2.7. The Seller may use subcontractors to perform all or part of its obligations under a Contract if it has obtained Buyer's express prior written approval. Subcontracting shall not exonerate the Seller from any of its contractual duties and obligations towards the Buyer. The Seller shall be responsible and liable for any and all acts of its subcontractors as if they were the acts and defaults of the Seller.

3. Time of performance | Consequences of Delay

- 3.1. Unless otherwise agreed in writing, the delivery or performance period shall commence on the order date. If no delivery or performance period has been agreed, delivery or performance shall be effected without delay. For the timeliness of deliveries, the relevant point in time shall be the date of receipt at the place of destination specified by the Buyer. For the timeliness of deliveries involving erection or installation, the relevant point in time shall be the date of acceptance (section 9.2). In case a delay in delivery may occur, the Supplier shall notify the Buyer immediately and obtain a decision from the Buyer how to proceed. In such case, the delivery or performance period shall only be extended if this extension has been expressly accepted by the Buyer in writing. An

extension of the time period for delivery or the acceptance of a delayed delivery/service shall not constitute a waiver of any claims whatsoever, in particular claims for damages.

- 3.2. If the Seller does not deliver/perform the goods/services at all or is in delay with delivery/performance of the goods/services (*Lieferverzug*) the rights of the Buyer - in particular to cancellation (*Rücktritt*) and compensation - shall be determined in accordance with the statutory provisions.
- 3.3. If the Buyer – based on an individual agreement with the Seller - is entitled to a compensation from the Seller as a result of Seller's default with contractual deliveries/services, Buyer may claim such compensation in addition to its claim for performance. Buyer's right to assert further damages under applicable law remains unaffected. The Supplier has the right to prove that no damage or significantly smaller damage occurred.

4. Packaging | Transportation

- 4.1. All requirements by the Buyer regarding mode of transportation, carrier and shipment shall be strictly adhered to. Unless the Buyer has requested a particular mode of transportation, products shall be dispatched at the lowest possible cost. Additional costs arising from the need to meet the delivery date by way of expedited shipment shall be borne by the Seller.
- 4.2. Unless a specific packaging is agreed in writing, the goods shall be packaged so as to withstand the normal rigors of shipping, storage and distribution. Where prices are quoted without packaging, packaging shall be charged at cost and such costs stated separately in the invoices.
- 4.3. When delivering hazardous products, the Seller shall comply with all applicable statutory provisions, in particular those relating to the type and marking of packaging and to the means of transport to be used.
- 4.4. Each delivery shall be accompanied by a delivery note detailing the net weight per item and the complete purchase order number. Should any agreed payment instruments (e.g. letter of credit) and shipping documents, in particular purchase order data and Certificate of Origin, be missing or incomplete, the Buyer shall be entitled to refuse acceptance at Seller's cost and risk.

5. Delivery | Title and Risk of Loss

- 5.1. Unless expressly agreed otherwise in writing, the terms of delivery shall be Delivery Duty Paid (named place of destination) Incoterm 2020®.

- 5.2. If the Seller is obliged to provide material tests, test records, quality control documents or any other documentation, deliveries and services will be regarded as fully performed only upon receipt of such documentation in form and substance satisfactory to the Buyer.

- 5.3. In the case of deliveries involving erection or installation and in the case of services the risk passes upon acceptance (section 9.2). For deliveries not involving erection or installation the risk passes upon receipt by the Buyer at the place of destination (section 9.1).

- 5.4. Partial delivery as well as over-shipment and under-shipment are only permissible after obtaining Buyer's express written approval.

- 5.5. Retention of title of whatsoever nature by the Seller is invalid.

6. Suspension

- 6.1. The Buyer reserves the right to order the Seller to suspend the performance of the Contract at any time. If the performance of the Contract is suspended for more than three months, the Seller will have to prove to the Buyer in detail that it has incurred costs resulting from such suspension.

- 6.2. The Seller may claim compensation only for proven costs. In no event, the Seller may claim compensation for any costs incurred during the first three months or for loss of profit.

7. Pricing | Invoicing | Set-off

- 7.1. Prices specified in the order includes overtime, customary packaging, free deliver to the place of destination, pre-materials, components as well as any other items and services being required for the performance of the supplies and services as agreed under the Contract, as well as all taxes and duties owed by the Seller, including import duties but excluding value added tax. If the Buyer is obliged to pay any taxes or duties (except value added tax) in connection with the performance of Contract by the Seller, such amounts shall be deducted from the agreed price.

- 7.2. The Seller undertakes that the prices charged to the Buyer for its products and services are no higher than those the Seller charges to other customers for products and services of a similar specification, nature and functionality. If at any time the Seller supplies or offers to supply products and services which are substantially similar to the products and services supplied under the Contract at a lower price, then the prices charged to Buyer shall be reduced to an amount equal to the lower price and the Buyer shall

be entitled to a refund equal to the difference between the two prices in respect of any products and services supplied to the Buyer after the date on which the Seller first supplied or offered to supply the products and services concerned at the lower price.

- 7.3. Unless mandatory laws provide otherwise, invoices shall be submitted in electronic form to the email account as stated in the order immediately after delivery of the products or completion of the services. Each invoice shall show the purchase order number and the purchase order data. If Seller's main office is within the EU the Seller shall provide the VAT number together with the invoice.
- 7.4. The Buyer reserves the right to return invoices which do not comply with the requirements set forth herein, in particular those regarding purchase order data or VAT rules. In such a case invoices are considered as not submitted.

8. Terms of payment

- 8.1. Unless otherwise agreed, invoices shall be paid in EUR (should the price be agreed in a foreign currency, the exchange rate shall be the Austrian National Bank exchange rate valid on the day of issuance of the invoice).
- 8.2. All invoices shall be issued after receipt (section 9.1) or Buyer's acceptance of delivered products or services (section 9.2). The Buyer is entitled to withhold payment until identified defects are remedied to Buyer's full satisfaction. For the duration of the guarantee period, the Buyer may withhold up to 20% of the overall contract value as an interest-free guarantee deposit.

9. Delivery | Acceptance

- 9.1. Deliveries not involving erection or installation are taken over (received) by the Buyer at the named place of destination and at the agreed point in time.
- 9.2. For deliveries involving erection, installation or the provision of services acceptance occurs upon completion of all tests and trials and accomplishment of all performance and quality parameters as agreed between the Buyer and Seller, or in case of absence of any specific agreement, of any tests and trials which are customarily performed for testing in accordance with highest industry standards.
- 9.3. The mere receipt or temporary use of deliveries and services or payments made thereof do not constitute an acceptance or waiver of any rights on part of the Buyer. Acknowledgement of receipt neither qualifies as acknowledgement that the products are free of any defects nor constitutes a final acceptance by the Buyer of the products delivered.

10. Warranty (*Sachmängelhaftung*)

- 10.1. The Buyer shall inspect the goods within a reasonable period of time for any apparent defects or obvious deviations in quantity; the notification of a defect or deviation in quantity shall be deemed timely if it is received by the Seller within a period of 10 working days (Saturdays not included), calculated from receipt of the goods or, in the case of hidden defects, from discovery. If random inspections reveal that certain parts of the delivery do not comply with the agreed specifications the entire delivery may be rejected. In this case, the Buyer may also reject subsequent deliveries by the Seller.
- 10.2. Defects that are only noticed during handling or processing or when the goods are put into use shall entitle the Buyer - in addition to asserting its statutory warranty claims and claims for damages - to demand reimbursement of frustrated costs and expenses. The buyer is not obliged to open the original packaging to inspect the goods. Defects that are not recognizable from the outer packaging shall be deemed to be hidden defects within the meaning of § 377 (2) HGB. The Buyer shall be entitled to return the goods to the Seller at the Seller's risk and expense 14 days after dispatch of the notice of defects.
- 10.3. The Buyer's specifications and instructions regarding dimensions, quality, design, etc., drawings and samples must be strictly adhered to. The Buyer must be informed immediately of any objections to these by the Seller before the order is executed. In this case, manufacture and delivery may only take place after further instructions from the Buyer have been obtained.
- 10.4. The Seller guarantees that during the entire guarantee period the goods and services shall (i) be free from defects in design, material and workmanship (except for normal wear and tear), (ii) be of first class quality and fit for purpose, and (iii) conform to the agreed specifications and performance parameters or, in the absence of a specific agreement on specification and performance parameters, have the characteristics normally expected by reference to the highest industry standards. Characteristics, weights, dimensions, shapes and qualities are deemed to be quality guarantees (*Beschaffenheitsgarantien*) within the meaning of § 443 BGB.
- 10.5. Furthermore, the Seller guarantees that the goods and services at the time of handover (clause 9.1) or acceptance (clause 9.2) comply with (i) the applicable rules of technology (*Stand der Technik*) and all relevant laws and regulations as well such specifications as stated in these General Conditions and

- (iii) do not infringe any industrial property rights of third parties.
- 10.6. Unless otherwise specified in the order, the guarantee period shall be three years from delivery (clause 9.1) or acceptance (clause 9.2). The three-year limitation period shall apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem for restitution (*dinglicher Herausgabeanspruch Dritter*, Section 438 (1) No. 1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against the Buyer. Insofar as the Buyer is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales provides for a longer limitation period in individual cases.
- 10.7. Upon receipt of Buyer's written notice of defects by the Seller, the limitation period for warranty claims (*Ansprüche aus Sachmangelhaftung*) shall be suspended until the Seller rejects the Buyer's claims or declares the defect remedied or otherwise refuses to continue negotiations on the Buyer's claims. In the event of replacement delivery and rectification of defects, the guarantee period for replaced and repaired parts shall begin anew, unless the Buyer must assume from the conduct of the Seller that the latter did not consider itself to be obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill (*Kulanz*) or for similar reasons.
- 10.8. The delivery of goods or performance of services that do not comply with the terms and conditions as set forth under this General Conditions shall entitle the Buyer - even if the inspection has been limited to random samples - to assert the statutory warranty rights (*Ansprüche aus Sachmangelhaftung*) at Buyer's sole discretion. The right to claim damages, in particular damages instead of performance, is expressly reserved.
- 10.9. If the Seller does not rectify the defect within a reasonable period of time set by the Buyer, the Buyer may claim subsequent performance (*Ersatzvornahme*) at Seller's expense if this period has lapsed. In this case, the guarantee period shall be extended by the duration of the downtime and shall begin anew for the rectification work and replacement parts. If the setting of a period to remedy the defect is dispensable (*entbehrlich*), the Buyer shall be entitled to exercise its right of subsequent performance even without setting a remedy period.

- 10.10. The costs incurred by the Seller for the purpose of inspection and rectification (including any dismantling and installation costs) shall be borne by the Seller even if it turns out that there was actually no defect. The Buyer's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, the Buyer shall only be liable if the Buyer is actually aware of or by acting grossly negligent failed to become aware that no defect existed.

11. Product Liability

- 11.1. Insofar as the Seller is responsible for product defect (*Produktfehler*), the Seller shall indemnify and hold harmless (*Schad- und Klagloshaltung*) the Buyer and Buyer's personnel, against third-party claims for damages insofar as the cause for the product defect is within Seller's control and organization and as the Seller itself is liable in relation to third parties.
- 11.2. The Seller shall also compensate the Buyer for all costs in connection with product recalls initiated and performed by the Buyer.

12. Authorizations | Health and Safety

- 12.1. The Seller confirms that it is in possession of all licenses and permits as well as any other authorizations required for the performance of the supplies and services as agreed under the Contract and that it will, upon Buyer's request, make available to the Buyer documentation properly evidencing such status. Insofar as for the performance of the supplies and services special regulatory approvals, authorizations or inspections are required, such approvals, permissions and inspections shall be obtained by the Seller without entitlement to special remuneration in a timely manner.
- 12.2. When performing its contractual obligations on site of the Buyer, the Seller shall strictly comply with applicable safety laws and regulations, ensure the safety of its personnel working on site of the Buyer and secure the designated working area against any risk and danger to Buyer's personnel and property.

13. Product Safety | CE-Marking

- 13.1. Installations or products delivered by the Seller shall provide for state of the art safety features and – at the minimum – comply with the product safety standards as applicable at the place of destination, including relevant EU Directives and Regulations (“**Local Standards**”). In the event that (i) the German Electrical Engineering Act (*Elektrotechnikgesetz*), (ii) regulations and guidelines published by the VDE (*German Electrotechnical, Electronic and IT Technology Association/ Verband der Elektrotechnik, Elektronik*

und Informationstechnologie) or (iii) technical standards published by German Standard Institute (DIN-Norm), provide for higher safety standards than Local Standards such higher standards shall apply to the installations and products delivered by the Seller.

- 13.2. Installations and products delivered by the Seller shall bear the CE markings required under the relevant EC directives and legislation applicable at the place of destination. Upon delivery, the Seller shall provide the Buyer with EC declarations of integration with short technical descriptions as well as installation instructions and installation requirements.
- 13.3. When delivering equipment designated to be assembled by the Buyer or a third party, the Seller shall provide the Buyer with all documentation required by the Buyer, including assembly schedules, data sheets, installation instructions, technical and manufacturing drawing, processing instructions, storage, operation and maintenance instructions, lists of spare and non-consumable parts etc.
- 13.4. Delivered products have to be marked in English and – upon Buyer’s request – in other languages as specified by the Buyer. The operating requirements and instructions shall be drawn up in duplicate in English and - upon Buyer’s request - also in the local language of the place of destination.

14. Regulatory Compliance

- 14.1. If the Seller delivers products that are subject to regulatory or other legal requirements with regard to their placement on the market and further processing, respectively, marketing in the European Economic Area, United States of America and the People’s Republic of China, or comparable requirements in other countries as specified by the Buyer, the Seller shall ensure that the products are in compliance with these legal requirements at time of delivery or acceptance. The Seller shall provide to Buyer all documents and information necessary for proof of conformity of the products with the applicable requirements upon Buyer’s request.
- 14.2. The Seller shall ensure that all deliveries are in compliance with the EC Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Regulations) and the US Toxic Substance Control Act (TSC).
- 14.3. Should the Seller deliver products which are subject to statutorily imposed substance restrictions and/ or information requirements, including REACH Regulation, TSC, California Proposition 65, Seller shall properly comply with its obligations resulting from the applicable legislation, in particular provide Buyer with

a safety data sheet or such information as required under the respective regulation.

- 14.4. Irrespective of any legal information duties, the Seller shall provide the Buyer with all necessary and useful information relating to the handling and processing of the product (e.g. information on proper storage).

15. Quality Management

- 15.1. The Seller shall have in place a state of the art quality management system in accordance with best practice standards (ISO 9001, 14001 and OHSAS 18001, each in its current version). The Seller shall ensure in an appropriate manner that such quality management systems are also in place at the level of its vicarious agents/ subcontractors.
- 15.2. The Seller is required to carry out an adequate incoming inspection in accordance with best practice standards (ISO 9001, 14001 and OHSAS 18001, each in its current version) of raw materials, components and equipment it sources from upstream suppliers, producers and other third parties.
- 15.3. Any changes to products, materials and manufacturing procedures require Buyer’s prior approval.

16. Life Cycle Costs | Spare Parts

- 16.1. The Seller shall ensure that (i) the products and services meet highest industry standards with respect to efficiency, expediency and maintenance-friendliness in order to enable the Buyer to use the relevant products and services economically and continuously and (ii) the recurring expenditure for repair and maintenance are within such scope as can be reasonably expected according to best practice standards.
- 16.2. To the extent that the use of supplied installations and products in continuous industrial operation requires availability of spare and wearing parts, the Seller shall submit upon Buyer’s request an offer for sufficient spare parts/ wearing parts for the duration of the applicable guarantee period at competitive prices. Such offer for spare parts/ wearing parts shall include relevant information about delivery periods for the parts concerned and the OEM specifications (exact name of the OEM, including address, type/ name of part, standards, specifications of material, measurements, layout drawings, detailed drawings, etc.) in a format that can be edited electronically to allow the Buyer to order the relevant spare parts/ wearing parts directly from the OEM.

17. Product Development | Infringement of third party intellectual property

- 17.1. In the event that the Seller has been engaged by the Buyer to design, develop and manufacture a specific

product or equipment all ownership rights to the work products in relation to such product and equipment shall vest in the Buyer. For that purpose the Seller shall assign and shall procure the assignment of any of its and its personnel's rights to the work products to the Buyer.

- 17.2. The Seller shall grant the Buyer an exclusive, irrevocable, royalty free, world-wide and perpetual license to use, sub-license, assign, modify, develop, enhance and otherwise exploit in any in manner any work products to which by operation of law ownership such cannot be assigned to the Buyer.
- 17.3. The Seller shall indemnify and hold harmless (*Schad- und Klagohaltung*) the Buyer and Buyer's personnel, against and from all liabilities, damages, losses and expenses (including legal fees and expenses) in respect of any suits, claims, demands and proceedings initiated, brought or asserted by any third party in relation to the products and services supplied by the Seller alleging an infringement of intellectual property rights.

18. Software

- 18.1. Unless otherwise set forth in the order, hardware and software always constitute a single product. If the Seller is to deliver software that has not been developed individually for the Buyer, the Seller will grant the Buyer a transferable and non-exclusive right to use such software. This right of use shall be perpetual in cases where the payment of a lump sum has been agreed for the use of such software. For software products which have been individually developed for the Buyer, the Seller shall grant the Buyer an exclusive and transferable exploitation right that is unlimited in time and also excludes the Seller itself from using the software for any purpose. Unless otherwise agreed, the software shall be delivered together with the source code in its latest version.
- 18.2. The Seller undertakes to make available to the Buyer all software updates free of charge within the guarantee period.

19. Confidentiality | IT Security and Data Protection

- 19.1. The Seller undertakes to keep confidential all information pertinent to the Buyer and its business and operations which it has obtained in connection with the Contract and all information resulting from the performance of the Contract and not to use such information for any other purposes other than the performance of its contractual obligations, unless this information has become generally known or known to the Seller in another lawful manner. In the event that the Seller makes use of a third party for the performance of its contractual obligations, it shall make

sure that such third party contractually commits itself to at least the same degree of confidentiality.

- 19.2. The Seller shall take appropriate measures for storage of data and for protection of its IT systems against software damaging functions and unauthorized access by third parties, in order to reasonably protect information received from Buyer and product development work generated for Buyer, against loss, modification, forwarding or access by unauthorized third parties. If there are any indications that a third party has attempted to access or has actually accessed, Seller's IT systems without authorization, the Seller shall promptly inform the Buyer and, to a reasonable extent, assist the Buyer with measures necessary for protection of its data.
- 19.3. Insofar as the Seller is granted access to personal data in the course of the performance of the Contract relating to the Buyer and Buyer's employees, the Seller shall comply with any and all statutory provisions relating to protection of personal data and data privacy and shall enable the Buyer and Buyer's employees to keep each of them informed that such provisions are complied with.
- 19.4. The Seller agrees and shall procure to obtain consent from its employees that Seller's data and data concerning Seller's representatives which become known to the Buyer in connection with the respective business transaction (e.g. commercial register data, address, telephone and e-mail as well as other information required for correspondence following from modern communication tools, locations, contact persons, ordered products, and supply volumes) will be automatically processed for the execution of the Contract, in particular, for administration and billing purposes. For operational and technical reasons, it may be necessary to store such data on servers operated by third parties or make the data otherwise available for further processing by third party service providers. **This consent may be revoked at any time by written request to the Buyer.**

20. Waste Disposal

- 20.1. The Seller shall bring to Buyer's attention the possibility of hazardous waste or waste oils arising from the products delivered and services provided by the Seller and shall advise on their proper disposal. Upon Buyer's request, the Seller shall take back, free of charge, any waste resulting from the installation or the ordinary use of the delivered products. Should the Seller refuse or should the Seller not be able to accept such waste, the Buyer shall be entitled to dispose of it at Seller's expense.
- 20.2. Any transport, sales and service packaging of supplies to the Buyer shall be disposed of by the Seller

through such means and systems as required by the laws applicable at the place of destination. The Seller shall indemnify and hold harmless (*Schad- und Klagloshaltung*) the Buyer and Buyer's personnel, against and from all liabilities, damages, losses and expenses (including legal fees and expenses) in respect of any suits, claims, demands and proceedings initiated, brought or asserted by any third party resulting from improper waste disposal.

21. Anti-corruption | Code of Conduct

- 21.1. The Seller shall not engage, actively or passively, directly or indirectly, in any form of corruption, bribery, violation of employee's right or child labor.
- 21.2. The Seller shall take responsibility for the health and safety of its employees and act in accordance with the applicable environmental laws and the standards as set forth in Delfort's code of conduct (code of conduct available on our website: www.delfort-group.com).

22. Audit Rights

- 22.1. The Buyer (or its auditor or authorised representatives) shall be entitled at any time to inspect and/or audit Seller's data, records, systems and production equipment relating to the performance of the Contract. Such inspection and/or audit shall take place during normal business hours and, subject to section 22.2, shall be at Buyer's cost.
- 22.2. If the inspection or audit shows that Seller's accounting as to the calculation of the payments due under the Contract and/or any other matter in relation to the Contract is incorrect, the Seller shall rectify promptly the defect in the amount accounted for and reimburse the Buyer for such overpayment plus interest in accordance with applicable laws. If the relevant payment is incorrect by a margin of more than 2% of the overall contract value, and the error is in the favor of the Buyer, or the audit otherwise shows the Seller to be in breach of any of its obligations under the Contract then the Seller shall pay Buyer's reasonable costs incurred in carrying out that inspection or audit.

23. Termination

- 23.1. The Buyer reserves the right to withdraw from the Contract, in whole or in part, at its convenience. In such a case, the Seller is only entitled to charge the Buyer for products actually delivered to the Buyer and services actually performed by the Seller prior to or on the date of withdrawal, minus all possible gains and savings arising out of or relating to the withdrawal.

23.2. The Buyer, without prejudice to its other rights or remedies, may withdraw from or rescind the Contract with immediate effect by notice to the Seller if (i) the delivered goods and services failed to pass the acceptance test pursuant to clause 9.2 at the second attempt or (ii) Seller commits a material breach of any of its obligations under the Contract which are not remedied within 10 days of notice requiring the breach to be remedied (no grace period required in case breach is incapable of remedy).

23.3. Unless mandatory provisions of insolvency and administrative laws having jurisdiction over the Seller and its assets or being imposed on the Contract determine otherwise, the Buyer is entitled to rescind the Contract as a whole or in part, without prejudice to procedural consequences, in case of Seller's inability to pay its debts or if insolvency or analogous proceedings are commenced against the Seller and its assets or if Seller's ownership structure changes. The Seller is obliged to immediately inform the Buyer about any such circumstances.

24. Export Control and Sanctions Laws

24.1. Seller represents, warrants, and agrees that:

24.1.1. Seller is not a "**Sanctioned Person**," meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, Belarus, Russia, the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

24.1.2. In relation to the goods and services delivered pursuant to a Contract, Seller is in strict compliance with and will continue to comply with all export control and sanctions laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom and the United Nations ("**Sanctions Laws**"). Supplier will not involve any Sanctioned Persons in any capacity, directly or indirectly, in performance of a Contract. Supplier will not take any action that would cause Buyer to be in violation of Sanctions Laws.

24.2. Seller's failure to comply with the above provisions will be deemed a material breach of a Contract and Seller will notify Buyer mediately if it violates, or reasonably believes that it will violate, any terms of the above provisions. Seller agrees that Seller may take any and all actions required to ensure full compliance with all Sanctions Laws without Buyer incurring any liability towards Seller.

24.3. Seller shall indemnify and hold harmless Buyer from and against any claim proceedings, action, fine, loss, cost and / or damages arising from its non-compliance with or supply of untrue or incorrect information related to Sanctions Laws, and Seller shall compensate Buyer for all damages, losses and expenses resulting thereof.

25. Place of Performance | Applicable Law | Place of Jurisdiction

25.1. The place of performance for deliveries or services shall be the place of destination. For payments, the place of performance shall be Buyer's seat.

25.2. German law shall apply with the exception of such legal provisions that make reference to the law of other countries. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.

25.3. Buyer's rights and remedies pursuant to these General Conditions are cumulative and in addition to, not exclusive or in substitution for, any rights or remedies otherwise available to the Buyer under applicable law in relation to the Contract.

25.4. Disputes, in particular those relating to the formation of Contract or any claims arising thereunder, shall be exclusively decided by the Regional Court in Bochum (*Landgericht Bochum*). However, the Buyer shall also be entitled to bring proceedings against the Seller before any other competent court, e.g. before Seller's court of general jurisdiction.

25.5. The Seller shall compensate the Buyer for any costs necessary for bringing appropriate legal action, in particular for attorneys' fees, and for any pre-trial expenses incurred by the Buyer.

26. Non-Waiver | Statue of limitation

26.1. No present or future claim, right and remedy arising under these General Conditions shall be deemed waived, unless such waiver or consent is in writing.

26.2. Claims for damages shall be asserted by Seller within six months after Seller becoming aware of the damage, but not later than three years after transfer of risk in relation to the products and services supplied by the Seller to Buyer.

27. Severability | Legal Succession

27.1. If any regulations of these General Conditions are or become void or ineffective in whole or in part, the effectiveness of the remaining regulations shall, in principle, not be affected thereby. In that case, the void or ineffective regulation shall automatically be replaced by a valid, effective, lawful and enforceable regulation which comes as close as possible in a legally admissible content to the business purpose of the regulation to be replaced. The Buyer and the Seller undertake to agree, without unreasonable delay and instead of the void or ineffective regulation on a valid and effective regulation which comes as close as possible to the business purpose reflected in such valid and effective regulation they would reasonably have agreed on if they had known of the illegality or ineffectiveness of the relevant regulation at the time they agreed on these General Terms.

27.2. The Buyer may assign its rights and obligations arising from the Contract with the Seller to another company within the Delfort-Group.

Deutsche Benkert GmbH, January 2024