

General Terms and Conditions of Delivery of ProMinent Deutschland GmbH

1. Scope

- 1.1. All deliveries, services and offers of ProMinent Deutschland GmbH („Supplier“) shall be exclusively effected based on these General Terms and Conditions of Delivery („GTCs“). These shall be an integral part of all agreements concluded by the Supplier with its contractual partners („Customers“) regarding all deliveries or services offered by it. These shall also apply for all future deliveries, services or offers made to the Customer, even if they have not been agreed again separately.
- 1.2. Terms and conditions of the Customer or third parties shall only apply if the Supplier expressly agrees to their validity. This shall also apply if the Supplier does not separately object to their validity in an individual case or if the Supplier provides its service without reservation or refers to a letter that contains the terms and conditions of the Customer or a third party or that makes reference to these.
- 1.3. These GTCs shall respectively apply in their current version. The Supplier shall notify the Customer, in good time, of any amendments made to the GTCs. Amendments shall also be effective in ongoing contractual relationships if the Customer does not object to these within 14 working days of notification thereof. The respective latest version is available at <https://www.prominent.de/de/Service/Service/Download-Center/> (Other).
- 1.4. Legally binding notifications and declarations of a party towards the other party and/or a third party shall be made in writing. Supplementary information and amendments to these GTCs shall require the written form. With the exception of managing directors or authorised representatives, the employees of the Supplier shall not be entitled to reach verbal agreements that deviate from these GTCs.
- 1.5. To ensure the written form determined in these GTCs is observed, it shall suffice to issue said written form via telecommunications, in particular via fax or email.

2. Offer and conclusion of contract

- 2.1. All offers of the Supplier shall be without obligation and non-binding provided they do not contain a specific term of acceptance. In the latter case, they can only be accepted within the respective term of acceptance.
- 2.2. Furthermore, there shall be a conclusion of contract if the Supplier accepts an offer from the Customer in writing or the Supplier starts providing the offered service or delivery. The Supplier may accept offers made by the Customer within four weeks upon receipt thereof.
- 2.3. The particulars of the respective order, especially the type and scope of the deliveries and/or services, payment and cost objectives, shall be defined in the respective offer. Should the Customer not define these particulars itself, the Supplier may determine these at its own reasonable discretion.
- 2.4. Should the Customer rescind or cancel a contract due to circumstances for which the Supplier is not responsible, or should the Supplier rescind or cancel a contract due to circumstances for which the Customer is responsible, the Supplier may demand a cancellation fee for the costs incurred in the amount of EUR 25.00 or a flat rate reimbursement of expenses in the amount of 5% of the contract amount. Both parties shall have the right to provide evidence that the costs incurred are higher or lower.

3. Scope of deliveries and services

- 3.1. The respective written agreement concluded, including these GTCs, shall be decisive for all legal relations between the Supplier and the Customer. Such contract shall fully reflect all agreements reached between the contracting parties regarding the respective object of the contract. Supplementary information and amendments of the agreements reached, including these GTCs, shall require the written form to be effective.
- 3.2. Specifications from the Supplier regarding the object of delivery or service (e.g. weight, dimensions, serviceability, load capacity, tolerances and technical data) as well as presentations thereof (e.g. drawings and images) shall only be approximately applicable and shall only serve for the individual-

- sation of the object of contract. They shall not be deemed to be agreed or guaranteed characteristics/features.
- 3.3. Deviations considered trade customary and deviations that are made to comply with legal regulations or that constitute technical improvements, as well as the replacement of individual parts with equivalent parts shall be permitted, provided they do not affect the usability of the contractually intended purpose. Amendments and deviations shall in any case be considered approved if the Customer accepts the goods without reservation.
 - 3.4. Amendments of orders after conclusion of contract shall require approval of the Supplier and be subject to conclusion of a written agreement. From the moment the Customer's change request is received by the Supplier and up until a supplementary contract is concluded and/or the change request is withdrawn, the Supplier shall be entitled to interrupt the execution of the order that is to be amended. Delivery dates and terms shall be accordingly extended and delayed. The above mentioned shall also apply should the Supplier submit suggestions for amendments.
 - 3.5. Should the scope of services include software, the Customer shall be granted a non-exclusive right to use the software. The Customer may only duplicate or process the software to the extent permitted by mandatory applicable law.
 - 3.6. The Supplier shall be entitled to make partial deliveries, in the customary extent.
 - 3.7. For international deliveries, deliveries and services of the Supplier shall be subject to the condition that the fulfilment thereof is not prevented through obstacles such as conflicting national or international regulations, in particular, export regulations as well as embargoes or other limitations. The Customer shall be obligated to provide all information and documents required for the export/shipment/import. Delivery dates and terms shall be accordingly extended in the event of delays due to export checks or authorisation procedures. If the required authorisation is not granted, the contract shall not be deemed concluded. Any claims for damages made by the Customer shall in this respect be excluded. All products that are subject to an export restriction shall only be delivered by the Supplier for the use agreed with the Customer and shall remain in the delivery country agreed with said Customer. Should the Customer intend to re-export products, it shall be obligated to comply with the relevant export regulations. The Customer shall be prohibited to re-export products, both individually or integrated in a system, in breach of these regulations.

4. Prices and payment

- 4.1. The prices shall apply for the respective scope of services and delivery listed in the written contracts. Additional or special services shall be charged separately. Provided it has not been specified otherwise, the prices shall be in EURO and ex works (EXW). All costs for delivery and shipment shall be borne by the Customer, especially costs related to packaging, transportation, loading and unloading and transportation insurance as well as customs duties, fees and other public charges for international deliveries.
- 4.2. The prices shall be net plus the respective statutory value-added-tax. Should a delivery in principle be exempt from value-added-tax, e.g. due to foreign element, the Customer shall immediately provide the Supplier with the required proof thereof. Otherwise, the Supplier shall be entitled to invoice the Customer the respective value-added-tax.
- 4.3. Should the delivery only be effected more than four months after conclusion of contract, the Supplier shall be entitled to reasonably adjust the prices, especially based on the price lists of the Supplier applicable at the time of delivery (respectively less the agreed percentage or fixed discount).
- 4.4. Invoiced amounts shall be paid within thirty (30) days without any discounts, provided this has not been agreed otherwise in writing. The date of receipt by the Supplier shall be decisive for the date of the payment. Should the Customer fail to make payment when due, interest shall be charged, as of the due date, on outstanding amounts at 9 % p.a. above the respective current interest rate applied by the European Central Bank; the application of higher interest rates and additional damages in case of late payment shall remain unaffected.

- 4.5. Upon conclusion of the contract, the Supplier shall be entitled to demand a down payment of up to 25 % of the agreed price. The deduction of discounts shall require the authorisation of the Supplier and shall be subject to written agreement.
- 4.6. For international deliveries and unless otherwise agreed in writing, the delivery of the goods shall be subject to the condition of the Customer providing an irrevocable letter of credit in favour of the Supplier which shall be certified by a German bank.
- 4.7. The Supplier shall be entitled to only execute or provide outstanding deliveries or services with advance payment or a security deposit if the Customer should make late payment for this or another delivery or service, or if the Supplier should gain knowledge - after conclusion of the contract - of circumstances that substantially reduce the Customer's credit standing and which jeopardise the payment of the Supplier's outstanding receivable.

5. Delivery and delivery time

- 5.1. Delivery dates and dates for service provision as well as terms proposed by the Supplier shall not be binding unless a fixed term or date has been bindingly agreed in the written contract.
- 5.2. The timely receipt of all information and documents that are to be provided by the Customer as well as the provision of all required licenses, approvals, in particular of plans as well as the compliance with the agreed terms of payment and other obligations of the Customer shall be the prerequisite for compliance with the binding delivery dates and terms. Delivery dates and terms shall be accordingly extended if the Customer does not meet these contractual obligations towards the Supplier. If possible, the Supplier shall inform the Customer of the new delivery dates and terms. Further rights of the Supplier shall remain unaffected.
- 5.3. The Supplier shall not be liable should delivery be impossible or should delays occur if this is due to force majeure or to other events which were not foreseeable at the time of concluding the contract (e.g. all forms of operational disruptions, problems in obtaining material or energy, transportation delays, strikes, legal lockouts, shortage of labour, energy or raw materials, difficulties in obtaining the required official authorisations, official measures or non-delivery, incorrect delivery or untimely delivery by suppliers) and for which the Supplier is not responsible. If such events significantly hinder the delivery or service provision or make it impossible to provide and the hindrance not only be temporary, the Supplier shall be entitled to withdraw from the contract. In the event of such temporary hindrances, the binding delivery dates and terms shall be extended until the hindrance no longer exists plus an additional, reasonable start-up period.
- 5.4. Delivery dates and terms shall be deemed complied with for shipping, if the ready-to-operate shipment is consigned to the forwarding agent, freight carrier or another third party instructed with the transportation or is provided for shipment within the deadline, or if this is impossible for reasons for which the Customer is responsible, and the Customer has been notified of the readiness for dispatch. For deliveries ex works (EXW), the delivery dates and terms shall be deemed complied with if the goods are collected by the Customer or if the Customer has been notified that the goods are ready for collection.
- 5.5. Should the Supplier fall behind schedule with a delivery or service, the Customer may demand compensation for the proven damage incurred; however, for each full week of the delay, it shall only be able to demand an amount of 0.5 % and a maximum total of 5 % of the agreed price for the delivery or service. Section 12 shall accordingly apply for this liability limitation. The Customer's right to withdraw upon unsuccessful expiry of the grace period set for the Supplier in writing, shall remain unaffected. The grace period must, however, be reasonable.
- 5.6. Should the Customer fall behind schedule with the acceptance, the Supplier may demand compensation for the damage incurred. Item 7.5 shall accordingly apply.
- 5.7. The Customer shall be obligated to immediately accept the delivery and to immediately unload the goods upon arrival. Should, for reasons for which the Customer is responsible, the unloading be delayed by more than 2 hours, for international delivery without customs clearance for more than 24

hours and for international deliveries with customs clearance for more than 48 hours, it shall refund the Supplier the damages incurred due to the delay, especially the downtime for the transportation vehicle and the transportation employee.

6. Planning facilities and systems

- 6.1 As regards the planning of facilities and systems, the number of revisions carried out by the Supplier shall be limited to one. Further revisions shall only be carried out with a charge upon approval of a supplementary offer that is to be compiled by the Supplier. The offered revisions shall only be carried out after the Customer has accepted such offer.
- 6.2 Revisions shall be carried out by the Supplier within two weeks of receipt and shall be returned to the Customer.
- 6.3 After receipt of the Supplier's revision, the Customer shall verify this within two weeks and then return it to the Supplier.
- 6.4 If delays caused through the Customer's non-compliance with the deadlines or through the Customer's request for more than one revision, the agreed delivery time shall be deemed extended by the time/duration of the delay caused by the Customer.

7. Place of fulfilment, shipping, packaging, passing of risk, acceptance

- 7.1 The place of fulfilment for all obligations arising from the contractual relationship shall be the registered seat of the Supplier, unless otherwise specified. Should the Supplier also owe the installation and assembly, the place of fulfilment shall be the place at which this is to be effected.
- 7.2 Should the Supplier owe packaging and/or shipment, the type of dispatch and packaging to be used shall be subject to the reasonable discretion of the Supplier. In general, the delivery shall be effected in standard packaging of the Supplier. Should, at the reasonable discretion of the Supplier or upon request of the Customer, different packaging be used, the Customer shall bear the corresponding additional costs.
- 7.3 With regard to delivery only, the risk shall be transferred to the forwarding agent, freight carrier or any other third party consigned with the shipment, at the latest upon handing over of the delivery object (in doing so, the loading process shall be decisive); with regard to deliveries including the installation or assembly, the risk shall be transferred to the Customer on the day of handing over at the company or, if agreed, after faultless trial operation and if acceptance is to take place, then upon acceptance. This shall also apply if partial deliveries are effected or if the Supplier has also taken on other services (e.g. shipping or installation).
- 7.4 Should shipment, handing over or acceptance be delayed due to circumstances for which the Customer is responsible, the risk shall be transferred to the Customer on the day on which the delivery object is ready for shipment and/or collection and/or acceptance, and on which the Supplier notified the Customer thereof.
- 7.5 The Customer shall bear the costs for storage after passing the risk or during the delay caused by the Customer. If storage is provided by the Supplier, the storage costs shall be 0.5 % of the invoice amount of the delivery objects that are to be stored per full week. The right to assert and prove additional or lower storage costs shall be reserved.

8. Installation, assembly and commissioning

- 8.1 The installation, assembly and commissioning of the devices and systems of the Supplier may only be carried out by qualified persons in compliance with the Supplier's guidelines and the relevant technical standards.
- 8.2 Unless otherwise agreed in writing, this item 8 shall apply if the Supplier is obligated to carry out the installation and/or assembly.
- 8.3 Prior to acceptance and up until completion of the work by the Supplier, the Customer shall do the following in a timely manner and at its expense:
 - a) ensure easy access to the systems and the parts of the system on which services are to be performed;

- b) carry out the measures required to protect individuals and objects at the system and to provide equipment, in at least the equivalent way in which the Customer would to protect itself;
- c) provide the necessary auxiliary work force; the auxiliary work force shall follow the instructions of the Supplier. The Supplier shall not assume liability for the assistance and the auxiliary work force.
- d) carry out all preliminary work and legwork, in particular excavation, construction and other work that is unrelated to the Supplier's business sector;
- e) provide the equipment required for the assembly and commissioning and materials such as scaffolding, lifting gear and other apparatuses, fuels and lubricants;
- f) provide electricity, water, light, heat, fuel, including the required supply connections and
- g) provide sufficiently large, suitable, dry and lockable rooms at the place of assembly to store machine components, apparatuses, materials, tools, etc. and suitable work and staff rooms for the assembly personnel including suitable sanitary facilities given the circumstances;
- h) level out and clear delivery roads and the place of installation or assembly.

- 8.4 On request of the Supplier and prior to commencement of the assembly work, the Customer shall provide the required information on the location of underground power cables, gas and water pipes or similar installations as well as required information on statics.
- 8.5 Should the Customer culpably not provide, incorrectly provide or not provide in a timely manner an obligation as stated in this item 8, said Customer shall pay the Supplier compensation for the damages incurred through this. The Customer shall, in particular, pay the costs of the Supplier for alternative dates, additional dates and waiting periods in accordance with the respectively applicable hourly rates. Item 7.5 shall accordingly apply for required storage.
- 8.6 The Customer shall immediately certify, in writing, the scope of the Supplier's services (daily, in the event that services are provided on multiple days) as well as the completion of the installation, assembly and commissioning in situ.
- 8.7 Commissioning may only be effected by technicians approved by the Supplier according to the Supplier's instructions. The Supplier and/or technicians shall be entitled to refuse commissioning of a system if and as long as the operating conditions to be provided by the Customer do not permit safe operation of the system. The Customer shall bear the costs of any delay in commissioning incurred to the Supplier in such case.
- 8.8 Should acceptance be required, the purchase item shall be deemed accepted if (1) the delivery and, if the Supplier also owes the installation, the installation is complete, (2) the Supplier has informed the Customer of this whilst pointing out the acceptance fiction according to this item 8.8 and has prompted said Customer to acceptance, (3) two weeks have passed since the delivery or installation, or the Customer has started using the purchase item (e.g. the delivered system has been put into operation) and in this case, one week has passed since delivery or installation and (4) the Customer has failed to carry out acceptance within this period for reasons other than a defect notified to the Supplier which makes the use of the purchase item impossible or significantly impacts the use thereof.

9. Warranty, defects

- 9.1 The warranty period shall be one year from delivery or from acceptance, if acceptance is required, and 5 years for the delivery of structure work and objects that are used according to the usual intended purpose for structure work. This shall not apply in the event of intent or fraudulent concealment of a defect or if the Supplier has given a guarantee for the properties and condition of the delivery item. Furthermore, the periods of limitation do not apply to claims for damages in the event of grossly negligent breach of duty, in the case - not in the delivery of a fault object or the provision of incomplete work performance - of culpable breach of significant contractual obligations, in the event of culpably caused injury to life, personal injury or damage to health or for claims in accordance with the Product Liability Act.

- 9.2 The delivered items shall be immediately carefully inspected after delivery to the Customer or to a third party designated by the Customer. With regard to obvious defects or other defects that would be noticeable upon immediate, diligent inspection, the items shall be deemed accepted by the Customer if the Supplier does not receive a written notice of defects within seven working days after delivery. Regarding other defects, the delivery objects shall be deemed accepted if the Supplier does not receive a notice of defects within seven working days after the defect becomes noticeable; if, with normal use, the defect was already noticeable to the Customer at an early point in time, said early point in time shall be decisive for the start of the notice period.
- 9.3 On request of the Supplier, a rejected delivery item shall be provided for inspection and testing or be returned to the Supplier free of freight charges. In the event of justified notice of defects, the Supplier shall refund the costs for the economically most favourable method of shipment; this shall not apply if the costs are increased because the delivery object is at a different location than the location of the intended use.
- 9.4 Should the delivery item be located outside of Germany, the Customer shall bear the additional costs incurred through this, in particular the costs for returning the delivery item or the transportation costs incurred to the Supplier and/or its auxiliary persons. This shall not apply if it is unreasonable for the Customer to bear the arising additional costs. The Supplier's right according to Section 439, Para. 3 of the German Civil Code [BGB], namely to refuse supplementary performance due to disproportional costs, shall remain unaffected.
- 9.5 The resale, integration or installation as well as any other use and application of a rejected delivery item for which notice of defect has been given, shall be considered approval of the object by the Customer according to the contract.
- 9.6 In the event of defects on the delivered items, the Supplier shall be obligated and entitled to rectify said defects or replace the items; a choice the Supplier can make at its discretion within a reasonable time frame. If the Supplier was not originally obligated to install the item, rectification regarding said item shall neither comprise dismounting the defect item nor its re-installation. Items 8.3-8.6 shall accordingly apply. Amendments made through the post-performance, compared to the original service/item provided, that are due to technical progress, in construction, the design, the dimension or the colour, shall be permitted in line with the allowances and margins that are customary in this industry, as long as they do not affect the usability for the contractually intended application, there is no corresponding guarantee and the amendments are reasonable for the Customer.
- 9.7 In the event of failure, i.e. impossibility, unreasonableness, denial or unreasonable delay of the rectification or replacement delivery, the Customer may withdraw from the contract or reasonably reduce the purchase price.
- 9.8 Claims for defects do not exist in the case of insignificant deviations from the agreed or assumed quality, insignificant impairment of usability, natural wear or damages incurred after passing of the risk because of incorrect or negligible handling, excessive use, unsuitable operating material, faulty construction work, unsuitable subsoil or because of special external influences which are not established in the contract as well as in case of non-reproducible software errors. If the Customer or third parties perform improper modifications or repair work, no claims for defects shall exist for these and for the resulting consequences.
- 9.9 All measures regarding remediation of a defect, and in particular post-performance according to item 9.6, shall be effected as a gesture of goodwill and without admission of legal obligation, provided it is not agreed individually otherwise or if a defect was acknowledged in accordance with item 9.16. The post-performance as a gesture of goodwill shall suspend the original period of limitation for a period of three months from (re-)delivery. The regulations in this item 9 shall accordingly apply. Furthermore, regarding the post-performance as a gesture of goodwill, resetting the period of limitation according to Section 438, Para. 2 Alt. 2 of the BGB and the warranty shall be excluded. Item 9.2 Sentences 2 and 3 shall accordingly apply.
- 9.10 Costs and expenses incurred to the Supplier due to an unjustified notice of defects shall be refunded by the Customer.

- 9.11 In all cases, the Customer shall be obliged to take any possible and reasonable measures to keep the expense for the purpose of post-performance as small as possible. The Supplier shall only participate in the costs for a recall campaign if this is required based on the factual and legal situation.
- 9.12 For each return consignment or dispatch of goods, the Customer shall enclose the original invoice or original delivery note and shall specify the reason for return and the item number. A return delivery note as well as the Declaration of Decontamination according to item 13.1 shall be enclosed with each return consignment.
- 9.13 The warranty shall be inapplicable if the Customer or a third party thereof modifies the delivery object without consent of the Supplier, in particular if parts are exchanged or consumables are used that do not correspond to the original specifications and which make the rectification of defects impossible or unreasonably difficult. This shall also apply if the Customer or a third party commissioned by it incorrectly carries out rectification, without giving the Supplier the opportunity beforehand to provide post-performance. The Supplier shall assume no liability for the modifications carried out by the Customer or by a third party commissioned by it.
- 9.14 Should a defect be the Supplier's fault, the Customer may demand compensation for damages as per the requirements determined in item 11.
- 9.15 A delivery of used items, as agreed with the Customer in individual cases, shall be effected excluding all warranties for defects.
- 9.16 A defect shall only be deemed acknowledged if this is expressly confirmed by the Supplier. Negotiations regarding complaints or assistance in finding the fault or the cause of the fault shall not be deemed as admission and shall not prevent the Supplier from objecting the notice of defects for either not being submitted in a timely manner or for being unjustified.

10. Property rights

- 10.1 In accordance with this item 10, the Supplier shall make sure that, with correct use at the agreed place of delivery, the delivery object is not subject to any industrial property rights or copyrights of third parties, or that the Supplier holds the required rights of use.
- 10.2 Should the contractually agreed use of a delivery object breach an industrial property right or copyright of a third party, the Supplier shall - of its own choice and at its own expense - exchange or alter the delivery object in such a manner that rights of third parties are no longer infringed but that the delivery object still fulfils the contractually agreed functions, or shall procure the right of use for itself or for the Customer by concluding a corresponding licence agreement. Should the Supplier not achieve this within a reasonable time frame, the Customer shall be entitled to withdraw from the contract or to reasonably reduce the purchase price. This shall also apply if the Supplier can only obtain a right to use with conditions that are unreasonable for itself. Any possible claims for damages of the Customer shall be subject to the limitations specified in item 11.
- 10.3 The Customer shall be obligated to immediately inform the Supplier in writing of any claims asserted by third parties, and to make all defensive measures and settlement proceedings possible as well as to leave them to the Supplier. The Customer may not, without the Supplier's prior written consent, make any declarations or conduct proceedings that may constitute acknowledgement or admission to a third party.
- 10.4 Claims of the Customer according to this item 10 shall be excluded if the infringement of an industrial property right is based on the fact that the Customer has modified the delivery object, does not use it for the intended purpose or uses it in combination with other products that are not supplied by the Supplier or if the delivery object was manufactured according to designs, specifications or instructions of the Customer. In these cases, the Customer shall indemnify and hold harmless the Supplier from all claims asserted by third parties due to infringement of the industrial property rights or copyrights, and shall refund all related costs to the Supplier, including lawyer's fees and other expenses.
- 10.5 Should the infringement of industrial property right constitute a defect of title, item 9 shall apply.
- 10.6 The Supplier shall reserve the title or copyright to all offers and quotations made by it as well as to drawings, images, calculations, prospectuses, catalogues, models, tools and other documents

and media made available to the Customer. The Customer shall not, without the express consent of the Supplier, make these items available to third parties, in their current state or the contents thereof, disclose them, use them or duplicate them itself or by means of a third party. On request of the Supplier, the Customer shall return these items in full and shall destroy any copies made if they are no longer required by said Customer for the correct course of business or if negotiations do not lead to the conclusion of a contract. The Customer shall undertake not to remove manufacturer's data, especially copyright marks, or to change these without the prior approval of the Supplier.

11. Liability and compensation for damages

- 11.1 The Supplier shall assume unlimited liability for claims resulting from injury to life, personal injury or damage to health, in cases of mandatory liability according to the Product Liability Law as well as in the scope of assumed guarantees.
- 11.2 Furthermore, the Supplier shall be liable for damages or fruitless expenditures if they have been caused by the Supplier, its legal representative or by one of its auxiliary agents through culpable violation of a fundamental contractual obligation, i.e. an obligation without the fulfilment of which the correct execution of the contract is not possible and the compliance with which the Customer can regularly rely on, or through gross negligence or intentional violation of obligations.
- 11.3 In the event of damages resulting from unintentional or grossly negligent violation of a fundamental contractual obligation, in the case of the Supplier's simple negligence, and in the event of violation of obligations by auxiliary agents of the Supplier, the liability shall be limited to the foreseeable, typically occurring damage and an amount of EUR 250,000.00 per claim.
- 11.4 Apart from that and unless explicitly specified otherwise in an agreement or in these GTCs, the Supplier's liability shall be exempt regarding compensation for damages, irrespective of the legal basis, especially for impossibility, delay, faulty or incorrect delivery, violation of the contract, violation of obligations in contract negotiations and prohibited action, as far as these are subject to fault.
- 11.5 The preceding exemptions from liability and liability limitations shall apply to the same extent to the benefit of the management bodies, legal representatives, employees and other auxiliary agents of the Supplier.
- 11.6 As far as the Supplier provides technical information or acts as a consultant and this information or consultancy does not constitute a part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of all liability.

12. Reservation of title

- 12.1 The Supplier shall reserve the title of the delivery items (reserve goods) until the Customer has effected the full payment resulting from the business relationship between Supplier and Customer. The reservation of title shall also cover claims on account resulting from an open current account agreement (open current account reservation) that is limited to this delivery relationship.
- 12.2 In the event the Customer's conduct is contrary to contract, especially if payments are not made or made in an untimely manner of the prices due, the Supplier shall, according to the statutory provisions, be entitled to withdraw from the contract and to demand the goods be returned based on the reservation of title and the withdrawal. Should the Customer not pay the price due, the Supplier may only withdraw from the contract if it has set an appropriate deadline for the payment to be made or if setting such a deadline is unnecessary according to the statutory provisions. If the Supplier takes back the delivery items, it shall be deemed a withdrawal from the contract. For the duration of the reservation of title, the Customer shall be prohibited from pledging or assigning the delivery items as security. Should the Customer, nevertheless, pledge the delivery item, the Supplier shall be entitled to withdraw from the contract without setting a time-limit. In case of seizure or other interventions by third parties, the Customer shall immediately inform the Supplier thereabout in writing for the Supplier to be able to file action pursuant to Section 771 ZPO (Zivilprozessordnung; German Code of Civil Procedure). If the

respective third party is not able to reimburse the judicial and extrajudicial expenses of an action pursuant to Section 771 German Code of Civil Procedure to the Supplier, the Customer shall be liable for the loss incurred by the Supplier.

- 12.3 The Customer shall be entitled to resell the delivery item in the proper course of business; however, the Customer already now assigns to the Supplier its claims from the resale against the respective purchaser with all its ancillary rights, irrespective of whether the delivery item was resold without or after processing. However, the assignment shall be limited to the amount that corresponds to the Supplier's claim against the Customer resulting from this delivery relationship. The Customer shall be entitled to collect this claim also after its assignment. The Supplier's entitlement to collect the claim himself remains unaffected; the Supplier, however, agrees not to collect the claim as long as the Customer meets its payment obligations properly and is not in default regarding its payment obligations. When a legitimate interest is substantiated, the Supplier may request the Customer to disclose the assigned claims and their debtors, to provide the information required for collection, to provide the relevant documentation and to inform the debtors (third parties) about the assignment.
- 12.4 The processing and alteration of the delivery item by the Customer shall always be performed for the Supplier. If the delivery item is processed together with other objects not belonging to the Supplier, the Supplier shall obtain co-ownership of the new object in the proportion of the value of the delivery goods to the other processed objects at the time of processing. Otherwise, the same provisions as for reserve goods shall apply to the matter created by processing. The Customer shall also assign to the Supplier the claims for securing the Supplier's claims which are due to the Customer against a third party by joining the delivery goods with a property.
- 12.5 If the delivery item is mixed inseparably with other objects not belonging to the Supplier, the Supplier shall obtain co-ownership of the new object in the proportion of the value of the delivery goods to the other mixed objects at the time of mixing. If the mixing is done such that the matter of the Customer is to be deemed a main component, the parties agree that the Customer shall assign proportional co-ownership to the Supplier. The Customer shall keep the sole property or co-property for the Supplier. The Customer shall insure it in the usual scope against usual risks, e.g. fire, theft, water, and similar. The Customer shall already now assign the Customer's claims for compensation to the Supplier which are due to him from damages of the above mentioned type against insurers or other third parties, in the amount of the invoice value of the goods.
- 12.6 If the realisable value of the securities due to the Supplier exceeds the Supplier's total claims by more than 10%, the Supplier shall be obliged to release securities on request of the Customer or a third party affected by the excessive security at its discretion.

13. Declaration of decontamination and terms of repair

- 13.1 The Customer shall agree through a legally binding declaration (Declaration of Decontamination) to thoroughly and appropriately clean the devices or parts which are meant for repair or maintenance in order to exclude any hazard for the Supplier through re-contamination. The devices must be sent to the Supplier free of any flammable, toxic, caustic, noxious, irritant or other substances detrimental to health or other preparations classified as dangerous and in dangerous quantities. The Declaration of Decontamination must, without fail, be affixed to the outside of the packaging used to return the devices including corresponding safety data sheets of the mediums used in the process. If no Declaration of Decontamination is affixed to the delivery or in case it has been filled in in other languages than English and German, the Supplier has the right to refuse processing of the devices. Any costs incurred by Supplier in this context, in particular the costs of return delivery shall be borne by Customer. The Declaration of Decontamination can be found on the Supplier's website (www.prominent.de) and is available for download. The Customer shall only use this Declaration of Decontamination and only use the English or German language to complete such Declaration of Decontamination. Item 9.12 shall correspondingly apply for sending in devices or parts.

13.2 The payment terms specified in item 4 shall apply.

13.3 Item 12 shall correspondingly apply for spare parts. In addition, the following reservation of title shall be agreed:

- a) If any replacement parts or similar built in during repairs do not become integral components of the delivery item or the system, the reservation of title regarding these built-in parts shall be reserved by the Supplier until the settlement of all claims from the repair contract.
- b) If the Customer delays in payment or does not meet its obligations from the reservation of title, the Supplier shall be entitled to request the Customer to return the item for the purpose of removing the built-in parts. All costs for the return and the removal shall be borne by the Customer.
- c) If the repair is performed at the Customer's premises, the Customer shall give the Supplier the opportunity to perform the removal at the Customer's premises. Labour and travel costs that result from the removal due to the execution of the reservation of title, shall be borne by the Customer. Devices which were initially sent in for the purpose of receiving a cost estimate for a repair, for which, however, after sending a cost estimate and a second reminder, no order for the required repair is received, shall be returned at the Customer's expense.

14. Offsetting

- 14.1 The Supplier shall be entitled to offset its own receivables or receivables of companies affiliated with the Supplier against receivables of the Customer.
- 14.2 Offsetting with counter-claims of the Customer or the assertion of a right of retention due to such claims shall only be permitted, as far as the counter-claims are undisputed or have been determined absolute.

15. Place of jurisdiction, applicable law, dispute settlement

- 15.1 The place of fulfilment and exclusive place of jurisdiction for any and all disputes arising from or in connection with this contract shall be the place of the Supplier's registered office, provided the Customer is a tradesman or a corporate body under public law or the Customer has no place of general jurisdiction in the Federal Republic of Germany. However, the Supplier shall also be entitled to file action at the place of the Customer's registered office.
- 15.2 German substantive law shall apply to the contractual relationships. The UN Convention on the International Sale of Goods (CISG) shall be excluded.
- 15.3 Pursuant to its obligation under § 36 (1) VSBG ("Verbraucherstreitbeilegungsgesetz": Consumer Dispute Resolution Act) Supplier declares that it is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration body for the purpose of § 2 VSBG.

16. Non-disclosure Agreement

Both the Customer as well as the Supplier shall be obligated to treat all confidential information of which they became aware in the process of performing this contract and in the run-up to the contract negotiations, as strictly confidential. Both parties must not pass on this confidential information to third parties or make it accessible in any way, unless the information is publicly accessible.

17. Severability Clause

Should the contract or these GTCs contain loopholes, those legally effective provisions which the contracting partners would have agreed according to the commercial intent of the contract and the purpose of these GTCs if they had been aware of the loopholes, shall be considered agreed for filling these loopholes.

Note:

The Customer shall note that the Supplier shall store data from the contractual relationship in accordance with Section 28 of the Federal Data Protection Act for the purpose of data processing and shall reserve the right to pass on the data to third parties (e.g. insurances) in so far as it is required to fulfil the contract.