

General Terms and Conditions of Sale



§ 1 Scope, Effectiveness, Form

1.1 These general terms and conditions (hereinafter referred to as "Terms and Conditions") apply to all business relations including related declarations and actions between us, IBIDEN Europe B.V. including its subsidiaries, as long as they do not have referred to its own terms and conditions, and our branch offices (for convenience purposes hereinafter collectively referred to as "IEU" or "we") and customers¹ to whom the IEU provides deliveries or other services, in particular for purchase contracts for the goods of the IEU (hereinafter referred to as "Goods" or "Delivery Item").

1.2. These Terms and Conditions apply only to customers who are entrepreneurs. Entrepreneur in the sense of these Terms and Conditions is any natural person or legal entity or partnership with legal capacity who acts in the exercise of a commercial or independent professional activity.

1.3. All offers, deliveries and services of the IEU are made exclusively on the basis of these Terms and Conditions in their respective valid version. With placing of order, at the latest with acceptance of the Goods, these conditions are considered by our customers as recognized. We hereby expressly object to any conflicting or deviating general terms and conditions of our customer; these shall only apply if and to the extent expressly acknowledged in writing. Even in the event of participation in the customer's electronic platforms and the activation of selection fields to be activated by the system, no legally binding acceptance of terms of use or other general terms and conditions shall take place.

1.4. These Terms and Conditions shall also apply if the delivery or service is provided to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

1.5. These Terms and Conditions shall also apply to similar future business relations with the customer, even if they are not expressly repeated.

1.6. The invalidity of individual provisions of these Terms and Conditions shall not affect the validity of the remaining provisions or the Contract. In this case, IEU and the customer shall endeavour to replace the invalid provision with a valid and enforceable provision that appropriately reflects the purpose underlying the invalid provision, taking into account the basic legal idea of the invalid provision.

1.7. Where these Terms and Conditions stipulate the written form, this shall also be deemed to have been complied with by means of electronic transmission (e.g., email) or text form.

1.8. Although we make our Terms and Conditions available in different languages, in case of doubt regarding interpretation or meaning, only the German version shall be authoritative.

§ 2 Formation of Contract/Order, Delivery, Forecast, Lead Time, Force Majeure, Default of Acceptance

2.1 Our offers are subject to change without notice unless otherwise specified.

2.2 Only the order of the customer represents a binding offer, which we can accept within a reasonable period of time by sending an order confirmation in writing, text form or EDI or at the latest by delivery of the ordered Goods and by which a legally binding order is created (hereinafter referred to as "Contract" or "Order"). Telephone or verbal declarations require confirmation in text form at least in order to come into legal effect.

2.3 Our lead time stated in the order confirmation or when initiating the Contract are only probable delivery dates for information purposes only and shall be non-binding, unless we expressly confirm a delivery date in the order confirmation in writing or text form as "binding" or "fixed".

2.4 We do not assume any procurement risks. Even a confirmed delivery date is subject to correct, complete and timely self-delivery insofar as we have made the necessary arrangements timely and to a sufficient extent. In the event of non-delivery, incorrect delivery, or late self-delivery to us, we shall be entitled to withdraw from the relevant part of the Contract. We shall inform the customer immediately of the late availability of the Delivery Item and, in the event of our withdrawal, shall immediately reimburse any consideration received. If a production part acceptance procedure has to be carried out for the first or repeated sampling, confirmed delivery dates are also subject to release by the customer.

2.5 The delivery period in case of dispatch sales shall be deemed to have been met if prior to deadline expiry the Delivery Item has left our facility or, in other cases, if we have informed the customer that the item is ready for dispatch or pickup regardless of whether the applicable INCOTERMS stipulate otherwise in this regard. The delivery period shall not start to run until the customer has duly fulfilled its respective obligations for the performance of the Contract and/or contractual duties, such as furnishing technical data and documents, approvals, providing a down payment or a payment guarantee.

2.6 The customer shall provide us with a rolling forecast of its product demand for the following twelve months. Unless otherwise agreed in writing, such forecast shall be updated at least monthly and shall include (i) the expected annual order quantity, (ii) the expected order quantity for the following six months, and (iii) the binding order quantity for the following month. In any event, the customer shall be obliged to accept and pay the order quantity notified to us as binding for the following month under (iii). The expected order quantity for the following six months notified to us under (ii) shall be binding insofar as we may allocate the necessary resources and materials; to the extent such notified quantity exceeds the actual order quantity pursuant (iii), the customer shall cover the costs for any raw materials and semi-finished products already procured or manufactured by us. If, for a certain period of time, the quantities of call-offs actually carried out in accordance with (iii) fall short of the anticipated requirement quantities notified in accordance with (ii), a build-up of finished products may occur. In order to keep the stock quantities within reasonable limits for us, the customer shall take into account in its planning that the pursuant to (ii) notified expected requirement quantities do not significantly deviate from the actual call-offs in accordance with (iii) over a longer period of time. If, however, such significant deviations result in such a disproportionately long build-up and we are unable to sell the quantities elsewhere for whatever reason, the customer shall be obliged to accept such quantities within a reasonable period of time (at the latest, however, within 12

months). Similarly, we shall immediately exercise our right to object to the call-offs notified in accordance with (iii) in order to promptly reach an agreement on or prevent strong fluctuations. We will only reserve manufacturing capacities based on the provided forecast as regularly updated. In case the forecast is not submitted at all, is not submitted in time or the submitted forecast is incorrect, we shall not be liable for any resulting damages.

2.7 We are entitled to make partial deliveries to the extent reasonable for the customer.

2.8 We are entitled to procure the material for the entire order and to manufacture the entire order quantity immediately. Any changes requested by the customer can no longer be taken into account after the order has been placed, unless this has been expressly agreed at least in text form. To the extent necessary for production or planning reasons, we shall be entitled to deliver excess or short quantities of up to 20% to the customer.

2.9 In the event of a non-operational, unavoidable and extraordinary event after conclusion of the Contract for which we are not responsible, such as, in particular, the impact of elementary forces of nature, war, Embargoes/sanctions, export/import bans, epidemics, government decrees, and changes in legislation, lockout or strike ("Force Majeure") which prevents or significantly impedes the Contract performance, we are exempt from our delivery obligation for the duration and scope of their effects, without this giving rise to any claims against us. : The before-mentioned also applies if only our suppliers are affected by force majeure or if we were already in default of delivery when the Force Majeure occurred. An energy shortage and its direct and indirect consequences also constitute an event of Force Majeure, in particular in the event of (i) complete or partial unavailability of energy sources such as gas or electricity as auxiliary or operating materials in production, or (ii) complete or partial unavailability of energy sources for heating production or administrative buildings to a level required by labour law; this applies even if the occurrence of the energy shortage was not yet certain at the time the Contract was concluded, but nevertheless already appeared possible and its actual occurrence was not reasonably avoidable for us. We shall notify the customer immediately of the beginning and expected end of force majeure. If force majeure no longer applies, a reasonable lead time shall be taken into account when executing the delivery.

2.10 An application for the opening of insolvency proceedings or comparable proceedings, also under foreign law, threatened payment difficulties or reasonable doubts about creditworthiness or in case we become aware of a significant deterioration in the financial circumstances of the customer we shall be entitled to immediately suspend deliveries and to refuse performance of current Contracts unless the customer provides the respective consideration or adequate security or prepayment at our request; after setting a deadline to no effect, we are entitled to withdraw from the affected part of the Contract.

2.11 If the customer is in default of acceptance or violates other ancillary obligations, we shall be entitled to demand compensation for the damage incurred by us in this respect, any additional expenses such as storage costs in the event of acceptance delay and consequential damages. We reserve the right to assert further claims.

After the fruitless expiry of a reasonable grace period or if the customer refuses acceptance, we shall also be entitled to withdraw from the Contract to the extent affected, or alternatively to charge the delivery or service at the customer's expense and risk and to dispose of it at the customer's expense.

2.12 Unless expressly agreed otherwise, all Incoterms used by us refer to the INCOTERMS 2020 published by the International Chamber of Commerce (ICC) and delivery is usually ex works (EXW), unless otherwise agreed in the Contract.

§ 3 Performance Description, Quality/Characteristics

3.1 The customer is solely responsible for the correctness and completeness of its order. This applies in particular to information on specifications, classifications and applicable standards as well as information relating to requirements for the Goods in certain geographical approval areas.

3.2 The quality of the Delivery Item is finally described - even in the case of repeated deliveries - by expressly agreed performance characteristics (e.g. specifications, markings, release, other information); unless specifications have been agreed upon, the relevant EN/DIN/ISO standards for the Goods, including their dimensions, shall apply exclusively. Other or additional performance characteristics as well as objective or subjective requirements are not owed. A warranty beyond this agreed quality - for a specific purpose or a specific suitability, period of use or durability after transfer of risk shall only be assumed to the extent that this has been expressly agreed in writing; otherwise, the risk of suitability and use shall be borne exclusively by the customer.

3.3 Information on Delivery Item in brochures, leaflets, catalogues, product information, electronic media, in particular on the quality, durability and application possibilities of our Goods, or on labels, such as "best before" information, and other advertising are based on our general experience and knowledge and are for purposes of reference values or labelling only and do not contain any guarantees or warranties, unless these are expressly designated as such in writing. Neither any of this product information nor expressly agreed performance characteristics or intended uses shall release the customer from the obligation to test the suitability of the Goods for the intended purpose and to take appropriate measures of care during storage.

3.4 We reserve the right of ownership and copyright to our cost estimates, concepts, designs, drafts, drawings and other documents even if the customer reimburses part of the costs; they may not be altered and may only be made accessible to third parties in prior written agreement with us. Drawings and other documents provided by us shall be returned to us upon request at any time and in any case if the Order is not placed with us; the customer shall not be entitled to a right of retention.

3.5 Insofar as we have supplied Goods in accordance with drawings, models, samples or other documents provided by the customer, the latter shall assume the guarantee that third party rights are not infringed. If third parties prohibit us from manufacturing and supplying such items on the basis of industrial property rights, we shall be entitled - without being obliged to examine

¹ For purely editorial reasons of simplification, when using the term "customer" in this document, only the masculine form "the customer/he/him" is used, women and persons of third

genders are also covered and not excluded; the same applies to any other male terms in this document.

General Terms and Conditions of Sale



the legal situation - to discontinue any further activities and to claim damages to this extent (see also Section 8.3 of these Terms and Conditions).

3.6 We reserve the right to charge the costs for samples and test parts and the tools necessary for their production. In case of doubt, payment shall be due after acceptance of the initial samples, test parts or tools. Unless otherwise agreed, we shall invoice the procurement or manufacturing costs of the tools required for series production. All tools manufactured or procured by us shall remain our property in all cases, even if their procurement or manufacturing costs are borne by the customer in whole or in part.

§ 4 Prices and Payment Conditions

4.1 Unless otherwise expressly agreed at least in text form, all prices are exclusive of the applicable statutory value-added tax, transport and packaging costs and apply to delivery ex works (EXW). The VAT at the statutory rate respectively in force shall be shown separately in the invoice

4.2 Our invoices are due immediately and payable without any deduction (subject to the cases specified in Section 5 of these Terms and Conditions). The deduction of discounts is only permissible with a separate written agreement. The customer shall be responsible for an immediate check of the invoice, in particular with respect to VAT and INCOTERMS. No claims against us may be derived from the failure to notify incorrect information without undue delay.

4.3 We shall not be obliged to accept bills of exchange, cheques and other promises of payment; their acceptance shall be considered only as an additional possibility for us to receive payment.

4.4 Payments must be made exactly in the currency specified on the invoice.

4.5 The date of receipt of payment shall be the day on which the amount is received by us or credited to our bank account. If the customer defaults on payment, we shall be entitled to charge interest at a rate of 9 percentage points above the base interest rate respectively published by the Federal Bank of Germany (Bundesbank) plus a lump sum of EUR 40 for the duration of the default. This shall not restrict the right to assert further claims for damages.

4.6 Furthermore, if the customer defaults on payment, we may at our discretion demand payment of any outstanding purchase price instalments or other claims against the customer as well as make further deliveries under the Contract concerned or other Contracts dependent on prior security or prepayment or payment concurrently with delivery; we shall also be entitled to withhold further deliveries or services.

4.7 We do not pay interest on advance or partial payments.

4.8 Upon request, the customer shall provide us with any documentary evidence for tax purposes (including confirmation of receipt/entry certificates) which we deem necessary in accordance with the applicable statutory provisions for proof of VAT exemption for cross border deliveries of goods. In the event of infringement, the customer shall owe the amount of VAT and interest determined against us after handing over a corrected invoice with VAT. The customer shall inform us immediately of the invalidity and the change of his VAT identification number.

4.9 In the case of settlement by way of the credit note procedure under VAT law, the customer must observe the invoice regulations under VAT law. We are not liable for damages resulting from the application of the credit procedure, e.g. repayment of input tax and payment of interest by the customer to the competent tax office.

4.10 The price agreed in the respective Contract is binding for the respective performance of the Contract: the same applies to fixed prices agreed in writing for their respective agreed term. However, if no prices have been agreed or if there is no agreement with the customer on fixed prices, i.e., binding prices for a specific term, our prices valid on the respective delivery date, which are subject to change from time to time, shall apply.

4.11 The prices agreed or used as a basis for an Order or ongoing Orders from the same customer do not automatically apply to further or new orders.

4.12 If there are more than four (4) months between the conclusion of the Contract and the agreed delivery date for reasons for which we are not responsible, we shall be entitled, in the event of unforeseen significant increases in the manufacturing or processing costs underlying the calculation at the time of conclusion of the Contract (e.g., raw material/material, energy, and personnel costs, transport costs and public charges), to adjust the agreed prices for deliveries or services not yet performed in a reasonable proportion without requiring the customer's consent. If we exercise this right of adjustment, the customer must be notified of this before the Contract is fulfilled. In this case, the customer has the right to withdraw from the part of the Contract that has not yet been fulfilled to the extent affected by this, which he must declare to IEU in writing within seven (7) days of receipt of the price adjustment notification if the customer wishes to exercise this right. During this period, IEU shall not be in default of delivery.

4.13 IEU reserves the right to demand an adjustment even for contractually agreed fixed prices during their term if, after its conclusion, unforeseen significant increases in the manufacturing or processing costs underlying the calculation at the time of conclusion of the agreement/Contract (e.g., raw material/material, energy, and personnel costs, transport costs, and public charges) occur. The customer shall be notified of the price increase request in writing within a reasonable period of time before the intended effective date and must be justified in detail (including a list of the increased cost items and the calculation of the price increase). The increases must be in reasonable proportion to the actual cost increase

4.14 In the case of partial deliveries (see Section 2.7 of these Terms and Conditions), each delivery can be invoiced separately.

§ 5 Set-Off and Right of Retention

5.1 The customer shall only be entitled to offset or withhold payments to the extent its counterclaim is accepted by us in writing or has been legally established (res judicata). This restriction shall not apply in the event of uncontested, due claims by the customer due to costs of remedying defects or completion from the same contractual relationship. However, in the event of defects, the customer shall only be entitled to a right of retention in reasonable proportion to the defects and the anticipated costs of subsequent performance.

5.2 The customer is only entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

5.3 A claim to payment or settlement of a bonus exists only if the customer has paid all due claims to us.

§ 6 Packaging, Dispatch and Transfer of Risk

6.1 The Goods are delivered unpackaged and without rust protection. At the express request of the customer, we will provide packaging and other protective measures in accordance with our standards and at the customer's expense.

6.2 We follow the principle of minimizing packaging material and using only environmentally friendly materials. The use of reusable packaging is subject to a separate, express written agreement with the customer; this also applies to customer-specific packaging requirements.

6.3 Notwithstanding the statutory provisions of the Packaging Act, it is hereby agreed that the customer shall dispose of the packaging received from us at their own expense and in accordance with waste management regulations. If it has been agreed with the customer in individual cases that we will dispose of the packaging properly or that the customer wishes to return it, any additional costs for transport and disposal shall be borne by the customer. Further details of the process, such as the place of return, shall be agreed upon on a case-by-case basis.

6.4 Packaging and shipping costs are calculated based on the weights, dimensions, and quantities determined at the time of shipment.

6.5 In the case of EXW delivery, the risk is transferred to the customer at the time of notification of readiness for collection.

6.6 In case of dispatch sales, the risk of accidental loss or accidental deterioration of the Goods shall pass to the customer in case of doubt upon dispatch, at the latest upon leaving our factory/warehouse, unless stated otherwise by the respectively agreed INCOTERM. This shall apply irrespective of the agreed place of dispatch of the Goods and irrespective of who bears the freight costs or has selected the carrier, and also if partial deliveries or partial services are made or IEU assists with loading or unloading.

6.7 If the Goods are ready for dispatch and if dispatch or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the customer upon receipt of notification that the Goods are ready for dispatch. Shipment shall be deemed to have taken place at this time.

6.8 If the customer is in default of acceptance, the risk of accidental loss or accidental deterioration of the Goods shall pass to the customer at the point in time at which the customer is in default of acceptance.

After the fruitless expiry of a reasonable grace period or if the customer refuses acceptance, we shall also be entitled to withdraw from the Contract to the extent affected, or alternatively to charge the delivery or service at the customer's expense and risk and to dispose of it at the customer's expense.

§ 7 Claims for defects

7.1 Our warranty liability for defects shall be governed by these Terms and Conditions and shall be subject to the condition that the customer has duly complied with its obligations to inspect and notify defects, but has at least carried out a reasonable inspection of incoming goods to a reasonable extent, i.e. has immediately inspected the Goods for obvious defects such as transport damage and made a comparison with the delivery note with respect to the identity and quantity. The customer shall bear the burden of proof for a defect reported later that it was a hidden defect which could only be discovered in the further course of the normal course of business. In any case, however, defects must always be reported immediately after their discovery. If the customer fails to comply with the aforementioned obligations, the Goods shall be deemed to have been approved, resulting in the loss of their warranty claims in this regard, unless the defect was fraudulently concealed by us.

7.2 A notice of defects does not entitle the customer to reject further deliveries or services from the same Contract or another and does not release the customer from the necessity of issuing a new notice of defects in the event of a repeated defect.

7.3 By negotiating any complaints or cooperating in measures to investigate or determine the cause of the defect, we neither waive the defence of late notification of defects nor do we thereby acknowledge the defect.

7.4 The conformity of our deliveries with respect to material defects is determined exclusively by the provisions set out in Sections 3.2 and 3.3 of these Terms and Conditions regarding the quality at the time of transfer of risk.

7.5 The customer shall immediately give us the opportunity to inspect the Goods complained of; in particular before the start of production, to first give us the opportunity to sort out or deliver a new item free of defects, unless this cannot be reasonably expected from the customer. The Goods complained of shall be made available to us upon request and at our expense.

7.6 In the event of a justified, proper, and timely complaint, we shall remedy the defect free of charge ("rectification") or deliver Goods free of defects free of charge or perform the service again free of defects ("replacement delivery") (collectively referred to as "subsequent performance"). We shall be responsible for exercising the right to choose the respective type of subsequent performance at our discretion, taking into account the interests of the customer in each individual case. In urgent cases, the customer may, after consultation with us, remedy the defect themselves or have it remedied by a third party. The replacement delivery shall be made within a reasonable period of time to be agreed with the customer, whereby periods of time required by IEU for procurement shall also be taken into account. In the event of unjustified complaints, we reserve the right to charge the customer for transport costs and the cost of inspection. In the event of a replacement delivery, the customer is obliged to return the defective Goods upon request.

7.7 If the subsequent performance fails or we refuse it or if it is delayed for reasons not attributable to the customer, the customer may, after the expiry of a reasonable period of time and insofar as further attempts at subsequent performance are unreasonable for him, withdraw from the Contract to the extent affected, reduce the purchase price or demand compensation in lieu of performance; However, the latter shall not apply if we are not responsible for the defect. If the defect is not significant or if the Goods have already been sold, processed, or redesigned, the customer shall not be entitled to withdraw from the Contract. Subsequent performance shall be deemed to have failed after the second unsuccessful attempt.

7.8 Claims due to defects shall not exist in the event of only insignificant deviation of the Goods from the agreed quality, in the event of only insignificant impairment of usability, or if the complained defect is attributable to the violation of operating, maintenance or installation

General Terms and Conditions of Sale



instructions, unsuitable or improper use or storage; this shall also apply in the event of faulty or negligent handling or assembly, normal wear and tear or intervention in the Delivery Item by the customer or third parties, or in case the customer has ordered despite being aware of the defect.

7.9 Claims by the customer for additional expenses incurred due to defects for the purpose of subsequent performance, such as installation and removal costs, transport, travel, labour, and material costs, must be itemized in a verifiable manner and must be reasonable within the scope of industry standards. In this respect, the customer is also responsible for acting in a cost-effective manner. So-called "business as usual" costs, i.e., those that would have been incurred during normal operation anyway, are not reimbursable. The customer shall not be entitled to claim defect-related expenses, insofar as these have only been incurred because the Goods delivered by us have been brought to a place other than the agreed place of performance after the transfer of risk; this shall not apply insofar as the transfer of the Goods corresponds to their contractually specified use.

7.10 Damages and further liability can only be claimed in accordance with Section 8 of these Terms and Conditions.

7.11 The customer shall not be entitled to warranty claims for Goods which we do not supply as new goods as agreed in the Contract.

§ 8 Liability

8.1 Our liability for damages is limited to intent and gross negligence; this shall not apply to damages arising from the breach of so-called essential contractual obligations (obligations the fulfilment of which is essential to the proper performance of the Contract and the observance of which the Customer may regularly rely on, such as the delivery of defect-free products), for injury to life, limb and/or health. In the event of a breach of material contractual obligations, our liability shall be limited to the foreseeable, contract-typical, direct average damage according to the type of Goods; otherwise, our liability is excluded; this exclusion also covers lost profits and business interruption.

8.2 Liability under mandatory product liability provisions shall remain unaffected by the provisions of these Terms and Conditions; the same shall apply to mandatory statutory recourse claims within the scope of the statutory warranty in the supply chain, whereby Sections 7 and 8 of these Terms and Conditions shall apply accordingly to the relationship between us and the customer.

8.3 We shall be liable for infringements of industrial property rights in connection with the sale of our Goods in accordance with the above provisions to the extent that such industrial property rights or applications for industrial property rights are infringed when our Goods are used in accordance with the Contract and are valid in the country from which the delivery is made and published there at the time of our delivery or registered with the European Patent Office. This shall not apply if we have manufactured the Goods according to drawings, models or other descriptions or information provided by the customer and did not know or, in connection with the Goods developed by us, did not need to know that industrial property rights of third parties were infringed thereby. In this case, our customer shall be liable for infringements of industrial property rights that have already occurred or will occur and shall indemnify us against any third-party claims and all costs and expenses incurred. In each case the customer is obliged to inform us immediately of any possible or alleged infringements of industrial property rights of which he becomes aware and will leave the legal defence to us at our request.

IEU shall be entitled to make any necessary changes at its own expense, even in the case of Goods that have already been delivered and paid for, due to infringements of third-party property rights or copyrights. If IEU is prohibited from manufacturing or from the manufacturing or processing process or delivery by a third party on the basis of a property right to which it is entitled, we shall be entitled, unless we are responsible for the infringement of property rights, to suspend the work or deliveries until the legal situation has been clarified by the customer and the third party. If the delay makes it unreasonable for us to continue the Contract, we shall be entitled to withdraw from the part of the Contract that has not yet been fulfilled.

8.4 In the case of claims for defects and claims for damages, the limitation period shall be one (1) year from the transfer of risk, notwithstanding the statutory limitation period. However, this shortened limitation period shall not apply to (i) culpably caused claims for damages as a result of defects in the Goods or services, provided that the claim for subsequent performance was asserted within the aforementioned 1-year limitation period, (ii) injury to life, limb, or health, (iii) damage caused by gross negligence or intent, (iv) fraudulent concealment of the defect, (v) defects in the Goods that have been used for a building in accordance with their contractual use and have caused its defectiveness, or (vi) if the defect exists in a right in rem of a third party on the basis of which the Goods can be demanded to be surrendered, or in any other right that is entered in the land register. In the case of the exceptions mentioned in (i) to (vi) above, the applicable statutory limitation periods shall apply.

8.5 The customer's right of recourse against us shall always only exist in accordance with statutory provisions, i.e. they shall not exist to the extent that the customer has reached agreements with his customer that go beyond the legally mandatory claims based on defects and liability norms. Unless otherwise agreed in writing, the scope of a potential right of recourse of the customer against us in Sections 7 and 8 of these Terms and Conditions shall apply mutatis mutandis.

8.6 The amount of damages to be paid by us shall be determined by having, adequately in our favour, due regard to (i) possible causative or responsible contributions by the customer, (ii) a particularly disadvantageous situation of installation and (iii) an appropriate relationship to the value of the respective Goods being delivered by us.

8.7 Insofar as liability is excluded or limited on the basis of the above provisions, this shall also apply to the actions of our employees, vicarious agents, and legal representatives.

§ 9 Retention of Title and Securities

9.1 The goods delivered by us to the customer shall remain our property until full payment of all claims including ancillary claims from the contractual delivery relationship; in this case all deliveries shall be deemed to be one continuous delivery transaction. In the case of a current account, the retention of title shall serve as security for our balance claim. The above provisions shall also apply to claims arising in the future.

9.2 We are entitled to collect the goods without further notice if the customer violates essential contractual obligations, whereby the justified interests of the customer are to be taken into account appropriately. The customer agrees to the return of the goods in this case already now. The collection shall only constitute a complete or partial withdrawal from the Contract if we expressly declare this. The costs incurred by us as a result of the collection (in particular transport costs) shall be borne by the customer. Unless we expressly declare rescission, the customer can only demand delivery after complete payment of the purchase price and all costs.

9.3 The delivered Goods subject to retention of title as well as the Goods replacing them and covered by the retention of title are hereinafter referred to as reserved goods. If the retention of title requires entry in a public register or other cooperation on the part of the customer in order to be effective, e.g. under foreign law, the customer hereby irrevocably agrees to the entry and undertakes to carry out the necessary actions at his own expense.

9.4 The customer shall store the reserved goods for us free of charge. The customer is obliged to handle the reserved goods with the care of a prudent businessman and to insure them at his own expense against theft, fire, storm, water and natural hazards as long as the ownership has not yet passed to him. Claims against the insurance company arising from damage to the reserved goods are hereby assigned to us in the amount of the value of the reserved goods. The customer must inform the insurance company of the assignment of the claim. Necessary maintenance and inspection work on the reserved goods must be carried out by the customer in good time at his own expense.

9.5 The customer is entitled to process and sell the reserved goods in the ordinary course of business in accordance with the following provisions. Pledging and transfer by way of security are prohibited. The customer shall immediately notify us in writing of any seizure or any other impairment of our property rights by third parties and shall confirm the property right both to the third party and to us in writing. The necessary judicial and extrajudicial costs of a subsequent legal dispute shall be borne by the customer.

9.6 In the event that the reserved goods are resold, the customer hereby assigns to us by way of security the resulting claim against the purchaser - in the case of co-ownership of the reserved goods pro rata in accordance with the co-ownership share. The same applies to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods. In particular, claims arising from bills of exchange drawn on claims arising from the resale of our property (customer bills of exchange) shall be assigned accordingly. Furthermore, insurance claims or claims arising from tort in the event of loss or destruction of the reserved goods shall be assigned.

9.7 If the reserved goods are processed or transformed by the customer, the processing shall take place in our name and for our account as manufacturer and we shall directly acquire ownership or - if the processing takes place from materials of several owners or the value of the processed items is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created or transformed item in the ratio of the value of the reserved goods to the value of the newly created or transformed item. In the event that no such acquisition of ownership should occur with us, the customer hereby assigns to us his future ownership (expectant right) or - in the above ratio - co-ownership of the newly created items as security. The same shall apply in the event of mixing. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, the customer shall assign to us, to the extent that the main item belongs to him, the proportionate co-ownership of the uniform item in the proportion stated in sentence 1.

9.8 The customer is authorized to collect the claims from the resale despite the above assignments. Our right to collect shall remain unaffected by the customer's right to collect. We shall not collect the claims ourselves as long as the customer duly meets his payment obligations and no application for the opening of insolvency proceedings or comparable proceedings has been filed under foreign law. At our request he shall inform us of the debtors of the assigned claims and notify the debtors of the assignment.

9.9 We are entitled to revoke with immediate effect the customer's authority to resell the reserved goods and to collect the claims assigned to us if the customer defaults on payment to us or is in payment difficulties due to a significant deterioration in his financial circumstances. If insolvency proceedings or comparable proceedings are instituted against the customer's assets, also under foreign law, or if any payment is suspended, or if in connection with payment difficulties a bill of exchange occurs in the ownership of the customer's company, the authority to resell the reserved goods and to collect the claims assigned to us shall automatically lapse. If we have revoked the customer's authority to resell the reserved goods or if it has expired by itself, the customer shall be obliged to return the reserved goods to us immediately and to provide us or one of our authorized representatives with direct possession.

9.10 If third parties have access to the reserved goods, in particular by seizure, the customer shall immediately inform them of our ownership and inform us thereof in order to enable them to enforce their ownership rights. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable to us for such costs. The customer's use to fulfil contracts for work and services or contracts for work and materials shall be deemed equivalent to the sale.

9.11 If the security rights to which we are entitled in accordance with the above provisions exceed the nominal value of our claims to be secured by more than 10%, we shall be obliged to release the security rights at our discretion at the request of the supplier.

§ 10 Confidentiality

10.1 The customer is obliged to treat any knowledge and information obtained or made available by us from the business relationship as confidential, not to use it for any purpose other than that associated with the disclosure or to the extent necessary within the scope of the Contract, and not to disclose it to third parties or reproduce it, and to take appropriate technical and organizational measures to prevent confidential information from becoming accessible to third parties or unauthorized persons; this applies in particular to our knowledge with regard to know-how and manufacturing methods and procedures, even if the customer audits these or includes them in the co-development of his products. Confidential information in this sense also includes information that the customer obtains by observing, examining, dismantling, or testing a sample, model, or prototype provided by us for the purpose of the Contract; if these

General Terms and Conditions of Sale

are not yet available on the open market, the customer shall not examine them by means of reverse engineering or similar activities.

10.2 The customer is obliged to impose this obligation as his own in writing on third parties involved by him, irrespective of the legal relationship he has with them, and to prove this to us on request.

10.3 The obligation to maintain confidentiality applies beyond the termination of the business relationship. However, the obligation to maintain confidentiality shall not apply if the Customer proves that this confidential information (i) was already known or obvious to the Customer at the time it was obtained or later became obvious through no fault of the Customer or (ii) was demonstrably developed completely independently by the Customer or (iii) was obtained by a third party without breach of confidentiality obligations.

§ 11 Compliance, Performance reservation

11.1 The customer is obliged not to commit any actions or to refrain from any actions which could lead to criminal liability for fraud or embezzlement, insolvency offences, offences against competition, granting of advantages, acceptance of advantages, bribery, bribery or comparable offences. In the event of a breach of this provision, we shall be entitled to withdraw from or terminate all legal transactions with the customer without notice and to terminate all negotiations. Irrespective of the aforementioned, the customer is obliged to comply with all mandatory laws and regulations concerning the customer and the business relationship with us.

11.2 The customer has no direct or indirect business or other connections to terrorists, terrorist organizations or other criminal or anti-constitutional organizations. In particular, the customer shall ensure Compliance with the requirements of national and international export, customs, and foreign trade law applicable in the context of the business relationship with IEU, including applicable sanctions/embargoes specific to individuals, products, and countries the European regulations applicable in the context of the supply relationship and the corresponding US American or other applicable regulations within the scope of his business operations, in particular by means of appropriate software systems, by means of suitable organizational measures and shall indemnify us against all claims and costs incurred by us as a result of a corresponding breach of law by the customer, its affiliated companies or employees, representatives or vicarious agents - including reasonable attorneys' and consultants' fees or administrative fees or fines.

11.3 IEU's performance of the Contract is subject to the provision that the Goods are not sold, delivered, or transported to Russia or Belarus, either directly or via third parties or third countries, or used in these countries. Otherwise, IEU shall be entitled to withdraw from the affected part of the Contract or to terminate the Contract with immediate effect and to immediately cease deliveries without the customer being able to derive any claims against IEU therefrom.

11.4 We observe the provisions of the European Chemicals Regulation No. 1907/2006 ("REACH") which apply directly to us appropriately and are responsible for this in accordance with Section 8 of these Terms and Conditions. The customer alone is responsible for negative consequences resulting from insufficient information provided by the customer, in particular incorrect or incomplete instructions for use within the supply chain.

11.5 We are entitled to process all data provided to us by the customer in accordance with the applicable data protection regulations, including personal data.

§ 12 Place of performance and jurisdiction, Assignment

12.1 The place of performance for our delivery obligations under INCOTERM EXW is our delivery plant, i.e. the site from which the delivery is made, otherwise the place of delivery specified in the order. For all other claims resulting from our business relationship with the customer as well as for the fulfilment of the customer's obligations our registered office shall be deemed the place of performance.

12.2 The customer may assign its claims arising from the contractual relationship only with our prior written approval.

12.3 For all claims resulting from our business relationship with the customer, in particular regarding our deliveries, the exclusive place of jurisdiction shall be Stuttgart, Germany. This shall also apply to disputes concerning the formation and validity of a contractual relationship. We shall, however, also have the option to sue the customer in the courts competent for the customer's place of business.

12.4 If a customer's place of business is located outside of Germany, we as well as the customer shall be entitled to have all disputes arising out of or in connection with our business relationship, including disputes about the validity of Contract, finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Stuttgart, Germany. The arbitration proceedings shall be conducted in German, unless we or the customer requests them to be held in English.

§ 13 Applicable Law

Unless mandatory applicable local laws contradict this, the business relationship with the customer shall be exclusively governed by the laws of Germany, excluding its rules of private international law, the UN Convention on the International Sale of Goods (C.I.S.G.) and other bilateral or multilateral conventions on the harmonization of law regarding the international sale of goods.