

# General Terms and Conditions of Sale

## § 1 Scope

1.1. These terms and conditions apply to all business relations between us, IBIDEN Europe B.V., 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") and its customers<sup>1</sup> to whom the IEU provides deliveries or other services, in particular for purchase contracts for the goods of the IEU.

1.2. These terms and conditions apply only to entrepreneurs. Entrepreneur in the sense of these terms and conditions is any natural person or legal entity or partnership with legal capacity with whom a business relationship is entered into and 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 the following general 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 all 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.

## § 2 Formation of Contract, Delivery, Forecast and Lead Time

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 by sending an order confirmation in writing, text form or EDI or at the latest by delivery of the ordered goods. 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 Even a confirmed delivery date is subject to correct, complete and timely self-delivery. 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. The delivery period shall be deemed to have been met if prior to deadline expiry the delivery item has left our facility or if we have informed the customer that the item is ready for dispatch. The delivery period shall not start to run until the customer has duly fulfilled its respective obligations or contractual duties, such as furnishing technical data and documents, approvals, providing a down payment or a payment guarantee.

2.5 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.

2.6 We are entitled to make partial deliveries. 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.

2.7 We do not assume any procurement risk. In the event of non-delivery, incorrect delivery or late delivery by our suppliers, we shall be entitled to withdraw from the contract. We shall inform the customer without undue delay of the delayed availability of the delivery item and, in the event of our withdrawal, reimburse any consideration received without undue delay.

2.8 Lead times shall be extended for the duration of the delay 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, lockout or

strike ("force majeure"). If the delay extends to a period of more than four months beyond the agreed delivery date, the customer shall be entitled to withdraw from the contract after setting a reasonable grace period, usually of two weeks; any services already provided shall be reimbursed.

2.9 An application for the opening of insolvency proceedings or comparable proceedings, also under foreign law, payment difficulties 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 at our request.

2.10 If the customer is in default of acceptance or culpably violates other ancillary obligations, we shall be entitled to demand compensation for the damage incurred by us in this respect, any additional expenses and consequential damages. We reserve the right to assert further claims. If the customer is in default of acceptance or debtor's delay, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time at which the customer is in default of acceptance or debtor's delay.

2.11 Unless expressly agreed otherwise, all Incoterms used by us refer to the INCOTERMS 2010 published by the International Chamber of Commerce (ICC).

## § 3 Performance Description

3.1 The customer is solely responsible for the correctness and completeness of the 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 and service item is finally described - even in the case of repeated deliveries - by expressly agreed performance characteristics (e.g. specifications, markings, release, other information). Other than the expressly agreed characteristics of the deliveries and services are not owed. A warranty - beyond the warranty for 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 and service 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, 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; 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 items 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 the legal situation - to discontinue any further activities and to claim damages to this extent (see also Section 8.3).

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. 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 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.

4.5 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 this contract or other contracts dependent on prior security or payment concurrently with delivery.

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

<sup>1</sup> For purely editorial reasons of simplification, when using the term "customer" in this document, only the masculine form "the customer/he/him" is used; the same applies to the terms "employee, vicarious agent, legal representative".

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4.7 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.

4.8 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.

4.9 The price agreed upon at the time of conclusion of the contract is binding. Unforeseen changes in costs for which we are not responsible, such as raw material, wage and energy costs, entitle us to adjust prices accordingly. In the case of partial deliveries, each delivery can be invoiced separately. If no prices have been agreed at the time of conclusion of the contract, our prices valid on the respective day of delivery shall apply.

## § 5 Set-Off and Right of Retention

5.1 The customer shall only be entitled to offset or withhold payments if his counterclaim is undisputed or has been legally established (res judicata). This restriction shall not apply in the event of claims by the customer due to costs of remedying defects or completion.

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

## § 6 Dispatch and Transfer of Risk

6.1 Unless otherwise agreed at least in text form, the goods shall travel at the risk of the customer, irrespective of the place of dispatch.

6.2 If the goods are dispatched to the customer or to a third party at the customer's request, 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.

6.3 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.

## § 7 Claims for defects

7.1 Our liability for defects shall be governed by the following provisions 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.

7.2 In the event of a defect prior to commencement of production (processing or installation), subject to a proper notice of defect, we shall first be given the opportunity to sort out and to remedy the defect or make a subsequent delivery, i.e. to deliver a new defect-free item, unless this is unreasonable for the customer. If we are unable to do so or if we do not comply immediately, the customer may withdraw from the contract to this extent and return the goods at our risk. In urgent cases he may, after consultation with us, remedy the defect himself or have it remedied by a third party. We shall bear any expenses incurred as a result thereof in accordance with Clause 8.

7.3 If, despite compliance with the obligations under Section 7.1, the defect is only discovered after production or commissioning has commenced, the customer may demand subsequent performance (at our option either by repair or by replacement delivery). In the event of a replacement delivery, the customer shall be obliged to return the defective goods upon request.

7.4 In the event of complaints, the customer shall immediately give us the opportunity to inspect the goods complained of; in particular, the goods complained of shall be made available to us upon request and at our expense. In the event of unjustified complaints, we reserve the right to charge the customer with transport costs and inspection costs.

7.5 In the event of the existence of defects, the customer shall only be entitled to a right of retention insofar as this is in reasonable proportion to the defects and the anticipated costs of subsequent performance and his counterclaim is based on the same contractual relationship.

7.6 If the customer wants to claim damages instead of performance, it shall be subject to two useless attempts of subsequent performance.

7.7 A right to withdraw from the contract or a claim to a reduction of the purchase price is only given if the defect cannot be remedied within a reasonable period of time, the subsequent performance is associated with disproportionate costs, unreasonable or for other reasons deemed to have failed. In the case of only minor defects, however, the customer shall not be entitled to withdraw from the contract.

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 defect is attributable to the violation of operating, maintenance or installation 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 The customer shall not be entitled to claim costs in connection with subsequent performance, rescission or claims settlement, in particular transport, travel, labor and material costs, 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 intended use and this is known to us.

7.10 Damages and reimbursement of expenses can only be claimed in accordance with Section 8.

7.11 The customer shall not be entitled to the aforementioned claims for goods which we do not supply as new goods in accordance with the agreement.

## § 8 Liability

8.1 Our liability for damages is limited to intent and gross negligence; this also applies to the actions of our employees, vicarious agents and legal representative.

8.2 The limitation of liability to intent and gross negligence 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 contractual partner 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. The above provision shall also apply to breaches of duty by our employees, vicarious agents and legal representatives.

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. He is obliged to inform us immediately of any possible or alleged infringements of industrial property rights of which he becomes aware and to indemnify us against claims by third parties and all costs and expenses incurred.

8.4 In the case of claims based on defects of the delivered goods including all claims for damages in connection with a defect - irrespective of the legal basis - the limitation period shall be 1 year from delivery of the goods. This does not apply to goods which have been used for a building in accordance with their usual use and which have caused its defectiveness; in this case the statute of limitations does not apply until 5 years after their delivery.

8.5 Claims for reduction and the exercise of a right of withdrawal are excluded insofar as the claim to performance or subsequent performance has become time-barred.

8.6 Liability in accordance with mandatory product liability provisions shall remain unaffected by the above provisions; the same shall apply to mandatory statutory recourse claims within the scope of the statutory warranty in the supply chain.

8.7 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 shall apply mutatis mutandis.

8.8 In all other respects our liability is excluded.

8.9 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.

## § 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

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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. 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.

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

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 the implementation of applicable embargoes, the European anti-terror and anti-crime 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. As soon as goods have left our respective business premises, the customer alone shall be responsible for compliance with the above provisions 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 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 Clause 8. 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.

11.4 The customer is obliged to comply with the applicable foreign trade regulations, in particular the applicable German, European and US export control regulations.

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, Miscellaneous

12.1 For all claims resulting from our business relationship with the customer, in particular regarding our deliveries, the site from which the delivery is made 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 shall be entitled to have all disputes arising out of or in connection with our business relationship with the customer, including disputes about the validity of contracts, 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. Upon request, we shall exercise our right to choose arbitration before proceedings are initiated. The arbitration proceedings shall be conducted in German, unless 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.