GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY (December 2025)

1. Application

1.1 Our General Terms and Conditions of Sale and Supply (hereinafter referred to as "Terms and Conditions") shall apply to all contracts, including contracts for ancillary services, consulting and disclosure, which we - i.e. Fuller Technologies Germany GmbH headquartered at Am Mittleren Moos 53, 86167 Augsburg, Germany - may enter into as seller, supplier and contractor.

1.2 These Terms and Conditions shall govern exclusively with respect to all of our sale and supply transactions, including also contracts for ancillary services, consulting and disclosure. By placing an order with us/awarding a contract to us, purchasers or ordering customers (hereinafter referred to as "Customers") are deemed to have simultaneously acknowledged the application of our Terms and Conditions and accepted their incorporation as an element of the contract. We hereby reject any customer terms and conditions which conflict with or differ from our Terms and Conditions. Such other terms and conditions shall be deemed incorporated into the contract only if we expressly consent to them. Our Terms and Conditions shall apply even if we unconditionally perform the work for the Customer with knowledge that the Customer's terms and conditions conflict with or deviate from our Terms and Conditions.

1.3 If work services [Werkleistung] are an element of our work as agreed to in a purchase or supply contract, then our General Terms and Conditions of Business for Assembly, Commissioning and Service (which we will provide to the Customer at any time upon request and which may be downloaded from our website) shall apply subordinately to these Terms and Conditions.

1.4 Our Terms and Conditions shall apply only to entrepreneurs (§ 14 of the German Civil Code), to public law legal entities or to special funds under public-administrative law within the meaning of § 310 (1) sentence 1 of the German Civil Code.

1.5 Our Terms and Conditions shall also apply to all future contracts that we may enter into as sellers, suppliers and contractors with the Customer.

1.6 Agreements, which are made between us and the Customer, including agreements about qualities and guarantees, side agreements and amendments or addenda to such agreements, shall not be valid unless made in writing. The foregoing shall also apply to any waiver of the requirement of a writing.

2. Offer, offer documentation, order confirmation, scope of work

2.1 Our bids (offers) shall always be indivisible, non-binding and subject to change. Our offers shall be binding in exceptional cases only and in an individual case where we tender the offer in writing and expressly state that it as binding. We shall be bound by a binding offer only until such date as is referenced in our offer, but in no event for more than two weeks from the date we dispatch the offer to the Customer.

2.2 All and all documents that are part of our offers (e.g., documents, plans, drawings, calculations, illustrations samples, tests, models, construction designs), which in the course of contract negotiations or in the course of our contractual relationship, are provided to the Customer or to third parties attributable to the Customer, are non- binding, unless they have been expressly identified as binding. Item 11.1 also applies.

2.3 Unless compensated, we will not prepare any offers for work queried by the Customer if such prepared offers entail expenditures (specifically design drawings) or require technical measurements, recordation of electrical switches or testing at the Customer's place of business. If no agreement is reached concerning the amount of compensation, then the Customer agrees to pay the customary compensation. Compensation shall be applied to the purchase price, if the contract concerning the offered work is validly formed.

2.4 Our written order confirmation shall define and determine the scope of our duty to perform the work. The Customer's order will not be deemed accepted by us until the order confirmation or the goods have been sent.

2.5 All information concerning the suitability and use possibilities of our work have been provided to the best of our knowledge. Such information represents, however, only our experience, which shall not be deemed an agreed quality or a guarantee. It shall not give rise to any claims against us. The Customer will specifically not be released from having to assure itself, through inspection, about whether our work satisfies the purpose contemplated by it.

2.6 Our work is provided in accordance with the technical and legal rules and standards applicable in Germany as of the date the contract was formed.

2.7 All documents, which we physically deliver or make available to the Customer under the terms of the Agreement (service and maintenance manuals, documentation, measuring and testing certifications, plans, etc.), will be in the German language. Translations shall be prepared only at the Customer's request, and we assume no liability concerning the accuracy of the translation. In that case, the Customer agrees to reimburse us the costs of the translation. Item 12.1 continues to apply.

3. Price, due date, payment, terms of payment, payment delay, prescription, set- off, withholding performance, refusal to perform

3.1 All offered and agreed prices are listed ex works Supplier's factory/warehouse. Any costs for shipment, transport, packaging, assembly, import and export duties, insurance, taxes, any measurement certifications/measurement acceptances [Eichverfahren/Eichabnahmen] required by government agencies or customers as well as any approval proceedings shall be invoiced separately.

3.2 All prices are listed as net prices, to which the applicable statutory value added tax (VAT) will be added (to the extent VAT applies).

3.3 If agreements are reached which deviate from items 3.1 and 3.2, then in the event of any uncertainty, the version of the INCOTERMS applicable at the time of the contract formation shall be deemed agreed as a supplement to the agreement.

3.4 If the supply (tender) or delivery of our goods, carried out in accordance with the Agreement or based on reasons for which we are not responsible, is completed more than four months after the contract is formed and our labor costs and/or costs of materials increase or decrease by more than 5% between the time the contract was formed and the delivery/supply, then the agreed price will be modified accordingly. To that end, in calculating the price, the labor and material components of the cost will each be attributed 45% and a fixed price share will make up 10%. If the price change is more than 15%, then either we or the Customer will have the right to rescind the relevant contractual part.

3.5 We are entitled to demand partial payments/installment payments from the Customer for any installment work completed.

3.6 All of our receivables shall be immediately payable in full (no discounts) at the time our invoices are received by the Customer. The date of our receipt of payment shall be determinative of the timeliness of the Customer's payment. Checks and bills of exchange [Wechsel] are accepted subject to clearing the banks. We will accept payments through bills of exchange only if we have previously consented in writing to this method of payment.

3.7 If the Customer is late in making a payment, then we will be entitled to charge default interest equal to 8 percentage points above the base per annum interest rate as stipulated in § 247 (1) German Civil Code. We reserve the right to enforce more damages.

3.8 If the Customer is in late in making a payment or there are justified concerns as to the Customer's ability to pay, then we shall be authorized to immediately call in all of our receivables from the Customer and/or to demand that the Customer furnish security even prior to our commencement of the work, and we shall be entitled to suspend, in whole or in part, any work yet outstanding arising out of this or other contracts, or to rescind all or some of the existing contracts.

3.9 Our employees and persons, whom we retain in order to transport our goods, are not entitled to collect payments – unless there has been an express notice sent to the Customers.

3.10 All of our receivables shall be barred by prescription 5 years after the due date, unless the applicable statute of limitation provides for a longer period of prescription.

3.11 The Customer shall be entitled to exercise a right of set-off, performance withholding or refusal to make payment only if the Customer's counterclaims have been reduced to final, res judicata court judgment or are undisputed by us. In addition, the Customer shall be authorized to exercise a right to withhold performance only if its counterclaim is based on the same contractual relationship.

4. Partial (installment) work, deadline periods, schedules, delays, acceptance delay

4.1 We are entitled at any time to provide installment work subject to the reasonable consideration of the Customer's interests.

4.2 The schedules and deadline periods, which we have indicated or have been agreed to with us, will never be binding, unless otherwise agreed in writing. If, by way of exception, deadline periods are agreed to be binding, then items 4.3 through 4.8 below shall apply. Items 4.3 through 4.8 shall apply mutatis mutandis to scheduled dates which, by way of exception, are contractually stipulated to be binding.

4.3 Deadline periods will no longer be binding, if the scope of the order changes or increases after the deadline is agreed.
4.4 Deadline periods will begin no earlier than upon the Customer's remittance of agreed or owed advance payments or installment payments.
4.5 A deadline period will be deemed to have been met, if on or before its expiration, the performance of our work has already commenced or the goods have exited our factory/warehouse – or in the case of drop shipment transactions, exited the factory of our suppliers – or the notice of the tender of delivery has been sent to the Customer on contracts stipulating delivery ex works/warehouse.
4.6 In the event circumstances arise, for which we bear no responsibility, and in the event of a force majeure of any kind (e.g., unforeseeable operational, transport or shipping disruptions, damages due to fire, flood, unforeseeable shortages of labor, energy, raw materials or consumables, material shortages arising subsequently, import and export restrictions, strikes, lock-outs, orders and directives of public authorities, epidemics, violent civil unrest, armed conflicts and similar unforeseeable events subsequently rendering performance by us or our sub-contractors or freight forwarders more difficult or impossible), deadline periods will be reasonably suspended by a period equal to the duration of the impediment plus a reasonable re- start time. We shall immediately inform the Customer concerning such impediments. We shall likewise be deemed not to be responsible for the impediments listed in sentence 1 hereof if they arise during a delay in performance.
4.7 If we default in effecting delivery for reasons for which we bear responsibility, then the Customer shall be entitled to set a reasonable written grace period (which, as a rule, must be at least four weeks in duration) and thereafter to rescind the contract with respect to the as-yet unperformed portion thereof, unless at the time the grace period expires, our work has already commenced or the good has exited our factory/warehouse – or in the case of drop shipment transactions, has exited the factory of our suppliers – or the notice of the tender of delivery has been sent to the Customer on contracts stipulating delivery ex factory/warehouse.
4.8 Our compliance with deadline periods is conditioned on the Customer duly performing its contractual obligations. In the event of a performance delay by the Customer, all periods shall be deemed extended by a period equal to the duration of the delay plus a reasonable re-start time.
4.9 If the Customer declines to accept our work even after expiration of a reasonable grace period (acceptance delay), then we shall be entitled (without prejudice to our further and other rights) to rescind the contract and to demand compensatory damages. We shall in such case be entitled to demand 20% of the agreed net compensation as compensatory damages without the need to furnish proof of such damages, except where the Customer furnishes evidence to us that we have incurred no damages or only a lesser amount of damages. In any case, we shall at all times be entitled to demand compensation for any damages, which we have actually incurred.

5. Tender of the goods, shipment, risk assumption, packaging

5.1 Our duty to perform the work is limited to tendering the goods for shipment. Unless otherwise agreed, the physical delivery of our goods occurs in our factory/warehouse. The Customer is obligated to retrieve our goods within seven calendar days after receiving our notice of tender or our invoice.
5.2 Our goods shall be shipped only at the request, expense and risk of the Customer. We are free to select the manner of shipment, although we will reasonably take the Customer's interests into account.
5.3 Risk shall pass to the Customer when the goods are tendered and the notice of the tender of shipment is made or when the goods are delivered to the person performing the transport, but in any case no later than when the goods exit our factory/warehouse – or in the case of drop shipment transactions, exit the factory of our suppliers – and the foregoing shall apply even if work is performed in installments. Sentence 1 will apply irrespective of whether additional work was agreed (e.g., work services). At the Customer's request and expense, we shall insure the goods against theft, breakage, transport, fire and water damage as well as other insurable risks that exist during the delivery.
5.4 The Customer shall bear the risk that our work may be damaged or destroyed, either in whole or in part, due to a force majeure, war, civil unrest or other unavoidable circumstances.
5.5 If the shipment or retrieval of our goods is delayed based on reasons for which we are not responsible and such delay lasts for more than one month from the date that notice of tender for shipment is sent to the Customer, then we may in our discretion store the goods at the Customer's costs and risk. In the event the goods are stored in our factory/warehouse, we will be entitled to charge the Customer 0.5% of the net purchase price of the stored goods for each storage month commenced. In the event the goods are stored in a third party warehouse, the Customer agrees to bear the actual storage costs. Otherwise, item 4.9 shall apply with respect to the Customer's delay in acceptance.
5.6 The Customer is obligated promptly after delivery to inspect the goods for any obvious losses, mistakes or damages occurring during the transport, to identify and document any complaints pursuant to the terms and conditions of the carrier in the presence of the forwarding agent [Frachtführer], and to notify us thereof in writing on the date that the goods are received. The Customer shall always discharge the necessary formalities vis-à-vis the carrier. If the Customer fails to provide such timely notice, then our goods will be deemed to have been approved and accepted. Section 438 of the German Commercial Code (HGB) shall apply to any customers who are deemed merchants [Kaufleute] within the meaning of the HGB. Item 7.2 remains applicable.
5.7 We agree to accept any packaging, which is delivered with the goods, solely in accordance with our statutory obligations. If the goods are delivered outside of Germany, then the packaging will not be taken back. Such package take-back does not apply when the goods are physically returned and does not apply to the costs incurred thereby. If the Customer is not a private consumer within the meaning of the German Packaging Ordinance, then the disposal of the packaging will be charged to the Customer based on our own disposal costs. If the packaging is not returned to us, then we will be under no obligation to participate in or accept any disposal costs.

6. Title retention

6.1 We shall retain title (ownership) to all of our goods until all claims arising under this Agreement have been satisfied. The title retention [Eigentumsvorbehalt] shall remain enforceable against the Customer even if we accept the claims under a current account arrangement and the account balances are netted and recognized (current account reservation). The passage of risk under item 5 is not affected thereby.
6.2 The Customer is obligated to handle with due care the goods which are the subject matter of the title retention (hereinafter the "Collateral"). The Customer is obligated at its own cost to adequately insure the Collateral against losses caused by fire, water and theft at the gross value of the goods [Brutto-Warenwert] and agrees here and now to assign to us, as security, any indemnity claims under such insurance policies in the amount of the gross value of the goods. The assignment is hereby accepted.
6.3 If the Customer processes, combines, commingles and/or blends the Collateral, then any such action by the Customer will be deemed to have been undertaken on our behalf and will not thereby impose any obligation on us. If the Collateral is processed, combined, commingled and/or blended with items of property not belonging to us, then we will become co-owners of the new property in a proportion reflecting the ratio between the Collateral's gross value and the other items of property at the time of the processing, combination, commingling and/or blending. If the Customer gains sole title to the new property, then it will be deemed agreed that the Customer will convey to us co-ownership based on the gross value of the goods. If the Customer gains possession of the new property, then he agrees to protect any such sole or co- ownership interest on our behalf. The Customer's protective custody of the property will be handled free of charge (gratuitously). In any case, the good, which is created as a result of the processing, combination, commingling and/or blending, will be subject to the same provisions that apply to the goods delivered under the title retention.
6.4 If the Collateral or any property created thereby is affixed to a third party land parcel such that it becomes an appurtenance [wesentlicher Bestanteil] to the land parcel, then the Customer agrees to assign to us here and now the Customer's claims against its purchaser, which supersede our ownership rights in the Collateral, in the amount of the gross value of the affixed Collateral, for purposes of securing our claim. The assignment is hereby accepted.
6.5 The Customer is entitled to resell the Collateral in the ordinary course of business, provided that it has duly discharged the obligations it owes to us and such resale establishes a compensatory claim which equals at least the amount of the Customer's own purchase costs. In the event the Customer resells the Collateral, it agrees that until full payment is made, it shall not deliver the Collateral to its purchasers unless such delivery is made subject to an enforceable and agreed title retention (pass-through title retention), although the current account reservation stipulated in item 6.1 will not apply to the pass-through title retention. The Customer agrees to assign to us in advance any and all claims it has against its purchasers or third parties arising from the resale of the Collateral (including any future receivables to which it might be entitled) in an amount based on the gross value of the Collateral. The assignment is hereby accepted. In the event the Collateral is processed, combined, commingled and/or blended with items of property not belonging to us, then the receivables may be assigned only in a proportion reflecting the ratio between the gross value of Collateral and the value of the third party property items that were sold with the Collateral. The Customer shall remain authorized to collect the receivables even after the assignment is made. We reserve the authority to collect the receivable ourselves. We are, however, obligated not to collect the receivables as long as the Customer has duly discharged its payment obligations and other duties owed to us. In the event there has been a delay in payment, a suspension of payments and petition to commence insolvency proceedings

against the Customer's assets, the Customer's authority to resell the Collateral and collect the receivables will be revoked automatically. The Customer is obligated at our request to disclose the assigned claims/receivables and the debtors thereunder and to communicate all information required for the collection and to hand over the related materials, including the business accounts. A rescission of the Agreement will not be necessary in order to enforce the title retention rights.

6.6 In the event the Customer acts in breach of the contract and specifically in the event of a delay in payment, then we will be entitled to retrieve our goods for which payment has not yet been made. In this respect, the Customer will have no right to possession. Following retrieval of the goods, we will be entitled to sell the goods and realize the proceeds. The proceeds from the sale will be credited against the Customer's liabilities less any costs of sale. The Customer does retain the right to prove that the sale produced unreasonably high costs. In that event, the Customer will not be obligated to pay the applicable difference.

6.7 The Customer is not entitled to pledge or create a security interest in the Collateral. The Collateral, which is delivered by us, must be expressly excluded from any arrangement by which the inventory held in a warehouse is pledged for security purposes.

6.8 In the event the Collateral is attached by way of compulsory judicial execution, seizure or other third party interferences, the Customer must provide notice of our title retention and inform us in writing thereof without undue delay, so that the necessary countermeasures can be taken. The Customer shall be liable for any judicial and out-of-court costs resulting therefrom, provided that no other form of indemnity can be achieved.

6.9 We shall be obligated, at the Customer's request, to release some of the security, which was granted to us, to the extent that the realizable value of the security (collateral) exceeds by more than 20% the claims being secured. We are free to select which collateral we will release.

6.10 If the Collateral is delivered to a location outside the Federal Republic of Germany or if the Customer has transported the goods to such a location, then the following will apply and take precedent over items 6.1 through 6.9: the Customer shall take action to ensure that the enforcement of our title retention is protected in the country in which the Collateral is located or to which it is transported. If certain actions (e.g., special labeling or local registration) are required, then the Customer agrees to take such action for our benefit but at its own expense. Should our cooperation be required, then the Customer shall inform us thereof without undue delay. The Customer shall also explain to us all material facts which could be significant for ensuring possibly extensive protection of our property. It shall above all furnish to us all documents and information which are necessary to enforce our ownership rights. If a title retention clause is unenforceable under the laws and regulations applicable at the location where the Collateral is located, then the provisions under this item 6.10 will apply mutatis mutandis in order to place us in a legal position that protects our interests and claims in a similarly enforceable and/or other suitable manner, to the extent this is legally possible.

7. Claims based on defects, compensatory damages

7.1 Customer claims based on defects shall be barred by prescription at the end of one year, calculated from the date of final acceptance/delivery. Notwithstanding sentence one, the statutes of limitation will apply to defects in work pertaining to building materials, construction elements, edifices or to planning and construction oversight work for an edifice.

7.2 Written notice of any defects, incorrect deliveries or non-conforming quantities that are obvious must be provided to us without undue delay, but at the latest within seven calendar days following delivery of our work. Notice of any latent defects must be made to us without undue delay, but at least within seven calendar days from the date they were identified. If the Customer fails to provide timely notice, then our goods/work service will be deemed approved and accepted. For customers who are deemed merchants within the meaning of the German Commercial Code, § 377 of the German Commercial Code will apply as well. For any recourse claims, which are based on a sale of used goods, §§ 478, 479 of the German Civil Code will apply and take precedent. Item 5.6 will also continue to apply.

7.3 Following the receipt of a notice of defect, the Customer shall without undue delay grant to us the time and opportunity necessary to conduct the inspection in our own discretion. In the event the notice of defect is unsubstantiated, the Customer agrees to bear the costs which we incurred in carrying out the inspection. Work performed by us on the basis of the Customer's notice of defects shall not constitute any acknowledgement of the existence of a defect, of a warranty claim or of an obligation to provide subsequent performance [Nacherfüllungspflicht]. We may refuse to remedy defects as long as the Customer fails to perform the duties which it owes to us. The enforcement of the defense to assert the existence of defects [Mängeleinrede] and other relevant performance withholding rights and payment withholding rights of the Customer are not affected thereby.

7.4 The warranty is disclaimed if our goods or our works are improperly stored, assembled, set up, commissioned, used, serviced, modified and repaired or insufficiently maintained, overly used or combined with unsuitable parts (e.g., parts not originating from us or not conforming to the original specifications) or are installed into such parts by the Customer or third parties. Likewise excluded from the warranty are any defects/damages that result from the use of unsuitable operating resources and substitute raw materials, from faulty construction work on the part of the Customer or third parties or from unsuitable foundation or chemical, electrochemical or electrical influences. Sentence 1 and sentence 2 do not apply, if and to the extent that the Customer can prove that it was nevertheless not responsible for the defects.

7.5 If the Customer's notice of defect is justified, then the Customer shall be entitled, at our option, to claim two free attempts to cure the defect or provide a substitute or newly produced good. If the two attempts to cure or provide substitute performance fail within a reasonable period, then the Customer shall be entitled to assert its statutory rights.

7.6 The Customer shall have no claims for compensatory damages whatsoever, irrespective of the legal basis thereof, arising directly or indirectly in connection with our work/goods. This exclusion of liability shall not apply if there has been a breach of material contractual duties (so-called "cardinal obligations"). Cardinal obligations are duties, the non-fulfillment of which makes it impossible to duly perform the contract and the fulfillment of which the counterparty ordinarily relies on and is entitled to rely on (i.e., rights and obligations that the contract would necessarily stipulate in light of its subject and purpose).

7.7 Our liability is limited to compensation for such losses that are typical for this kind of contract and that are foreseeable. Claims of the Customer against us for compensatory damages which relate to penalty claims of our customer's customers shall in no case be deemed foreseeable and typical for the contract within the meaning of the foregoing sentence. In every case, we shall be entitled to submit evidence of a lesser measure of damages.

7.8 To the extent the losses are covered by a policy of insurance which the Customer has taken out for the relevant type of loss, our liability shall be limited to the Customer's detriment that is tied to the loss (e.g., higher insurance premiums or interest expenses incurred until the insurance carrier has paid the claim). We shall assume no liability for damage to goods in transit if such damage is covered under a transport insurance policy.

7.9 The exclusions and limits on liability set forth in these Terms and Conditions shall not apply to losses arising from death, bodily injury or impairment of health which are attributable to intentional or negligent breaches of obligations committed by us or one of our legal representatives or vicarious agents. The exclusions and limitations on liability set forth in these Terms and Conditions shall also not apply to other losses which are based on intentional or grossly negligent breaches of obligation committed by us or one of our legal representatives or vicarious agents, or where the other losses have arisen due to the lack of a warranted quality or due to fraudulent concealment of a defect.

8. Strict liability/endangerment liability

If a third party enforces a claim against us based on strict liability or endangerment liability (above all, claims based on product liability), then the Customer agrees to assume such liability to the same extent as if it would have been directly liable. To the extent allowed by law, we will not be liable for any actions taken by the Customer to avoid or mitigate damages.

9. Construction and measurement standards for scales

9.1 We produce scales, which are required and capable of measurement, on the basis of the construction and measurement standards [Bau- und Eichvorschriften] that are applicable (as of the date the contract was formed) to those types of scales, which are correct according to the contractual agreements or the identifiable purpose for the use of the scales. We provide no warranty that our scales conform to construction and measurement standards outside of the Federal Republic of Germany, that they will be formally accepted by the government agency overseeing measurements (office of measurement standards) and that any approval proceedings outside of the Federal Republic of Germany or the formal approval of the measurements will succeed, to the extent we have not informed the Customer in writing otherwise. If the measurement is approved by the office of measurement standards of the country stipulated in the contract, then our work will be based on the construction and measurement standards of the stipulated country. The costs for the formal acceptance by the office of measurement standards and any other approval proceedings will always be separately borne by the Customer.

9.2 If, between the date the contract was formed and the date the scales were delivered, the construction and measurement standards applicable to the agreed scales change, then the Customer shall bear any additional costs that arise as a result of the ensuing changes made to the ordered scales. If the additional costs are more than 25% of the agreed net price, then the Customer will be entitled to rescind the Agreement subject to reimbursement of our expenses. If a fundamental technical change to the construction of the scales would be required in order to meet the modified construction and measurement standards, then both parties will be entitled to rescind the agreement.

9.3 If the scales are not subject to mandatory measurement standards or if we are unable to identify the mandatory measurement standards for the scales under the executed agreement and the bases of that agreement, then we warrant solely the contractually defined precision information [Genauigkeitsangaben].

10. Disclosure under the data protection laws

We hereby disclose that we save and process the Customer's data, which relates to its business dealings, within the meaning of the German Federal Data Protection Act. The Customer hereby provides its express consent to such data use.

11. Copyright reservations, confidentiality

11.1 The Customer is obligated to treat as business and/or trade secrets – even in cases of uncertainty – any and all of our (undisclosed) technical, business and personal transactions and relationships, to which the Customer becomes privy in connection with its contractual relationship with us or in connection with our bids, incidental work, consultations and notices and also to treat such information confidentially and to ensure that it does not, without authority, disclose such information to third parties (including family members or employees not involved in the matter). The duty of confidentiality shall continue to apply even after the contractual relationship has ended.

11.2 We reserve our ownership in, and all our copyright uses and exploitation rights related to, any and all documents (e.g., documents, plans, drawings, calculations, illustrations samples, tests, models, construction designs) and confidential concepts and ideas, which were furnished to the Customers or paid for by us. The documents, concepts and ideas listed in sentence 1 hereof may not be disclosed or otherwise made available to third parties without our prior consent. The reproduction of such materials is permissible only in connection with the requirements of the contractual relationship and only in accordance with the applicable copyright laws. We are also entitled at any time to demand the return of all documents, provided the Customer does not need such documents in order to perform the contract or to use our deliveries/goods. No later than upon the non-placement of the order or following termination of the contractual relationship will the Customer be obligated unbidden to return all documents, to the extent it does not require the documents to use our deliveries/goods. Any third parties, who are exposed to the documents, concepts and ideas in accordance with applicable approvals, must agree to the same terms and conditions vis-à-vis the Customer. The enforcement of a right to withhold the documents is hereby waived.

11.3 If the Customer culpably breaches the confidentiality agreement under item 11.2, then it will be obligated to pay, as liquidated damages, a contractual penalty of 5% of the agreed net consideration with respect to each and every breach, unless the Customer can prove to us that the breach caused us little or no losses. In any case, we are always entitled to demand compensation for any damages actually sustained.

12. Language, place of performance, judicial forum, governing law

12.1 The language of the contract and the dealings is German. The language of the project implementation is likewise German.

12.2 The place of performance for all obligations arising out of this contractual relationship shall be the location of our branch office with which the Customer concluded the contract.

12.3 Exclusive jurisdiction and venue for all disputes arising directly or indirectly out of this contractual relationship shall lie with the courts of Augsburg, provided that the Customer is a merchant within the meaning of the German Commercial Code. The foregoing shall also apply irrespective of the Customer's status as a merchant where the Customer moves its domicile or habitual residence outside of Germany or where its domicile or habitual residence is unknown at the time the action is filed. In any event, we shall also be entitled to bring an action in the courts with general jurisdiction over the Customer.

12.4 The business relations between the Customer and us arising from or connected with this Agreement shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion the uniform UN Convention on Contracts for the International Sale of Goods (CISG).