

Section 1 General Provisions; Applicability

- (1) These General Terms and Conditions (hereinafter "GT&C") apply to all contracts between SPINNER GmbH Erzgiessereistr. 33 80335 Munich (hereinafter "We") and our customers (hereinafter "Customer") for deliveries of products and/or software (hereinafter "Deliveries") or services (e.g., installation, development, etc.) (hereinafter "Services"), regardless of whether products are produced by Us or are purchased (in part) from suppliers (§§ 433, 651 of the German Civil Code (BGB; hereinafter the "Civil Code") as well as for the use of the online shop / user account according to Section 2. The GT&C apply only if Customer is a commercial enterprise within the meaning of § 14 of the Civil Code, a public entity, or a public special fund.
- (2) The GT&C apply in the version in effect at the time the order is placed.
- (3) Our GT&C have exclusive applicability. Any different, conflicting, or additional general terms and conditions of Customer shall be part of the contract only if and to the extent that We have expressly consented to their applicability in writing. This shall apply even if We make Deliveries or render Services to Customer without any reservation of rights in knowledge of Customer's general terms and conditions.
- (4) Agreements that have been individually negotiated with Customer (including collateral agreements, amendments, or modifications) shall in each case take precedence over these GT&C. The terms of such agreements shall be governed by a written contract or our written confirmation.
- (5) Any legally relevant statements or notices required to be made by Customer to Us after the contract date (e.g., notices setting deadlines or notices of defect) shall be valid only if in written form.
- (6) Any references to the applicability of statutory provisions serve clarification purposes only. Even without such clarification, statutory provisions therefore apply unless they are directly modified or expressly excluded in these GT&C.
- (7) As used in these GT&C, the terms "claim for damages" and "claims for damages" shall also include claims for reliance damages.
- (8) Any applicability of § 312i para. 1 sent. 1 nos. 1 through 3 of the Civil Code is hereby excluded.

Section 2 Online Shop; User Account

- (1) Customers with activated user accounts can view products and related prices and availability in our Online Shop and can place orders in the Online Shop in accordance with Section 3.
- (2) Customer must register to receive a user account. Customer must choose a secure password for its user account.
- (3) We will decide at our sole discretion whether to activate a user account for Customer.
- (4) Information provided at the time of registration may be viewed and, in some cases, updated by Customer in its account settings. Customer shall promptly notify Us of any changes to information provided at the time of registration.
- (5) Customer may request changes to the business address (address of Customer) by sending Us a written request. We will make the requested changes after internal review and approval.
- (6) Customer is responsible for securing the confidentiality of its user account and password. Customer shall take all steps necessary to ensure that the password will be kept secret. Customer shall promptly notify Us if Customer has reason for concern that a third party has acquired knowledge of Customer's password or is using Customer's user account without authorization.
- (7) Customer is responsible for all activities carried out through its user account and password.
- (8) Customer has no right to allow any third parties to order products using its user account.
- (9) We reserve the right to (temporarily) suspend Customer's user account, in particular if Customer violates applicable law or breaches any terms of the contract.

Section 3 Offer and Acceptance; Documentation

- (1) Our offers are subject to change and non-binding. This also applies if any catalogs, technical documentation (e.g., drawings, plans, calculations, or cost estimates) or any other product specifications or documents, etc., we may provide to Customer (hereinafter "Documentation") – including documents in electronic form – as well as to information made available in our Online Shop.

- (2) We reserve all rights, claims, and interest to and in Documentation, including copyrights. This also applies to Documentation designated as "confidential." Any transfer of Documentation to third parties by Customer is subject to our prior express consent. Such Documentation shall be returned to Us promptly upon demand.
- (3) Information provided in Documentation to which We refer or make available include no guarantees within the meaning of § 443 of the Civil Code, but are merely descriptions of products or services.
- (4) The order placed by Customer is a legally binding offer to enter into a contract. Unless otherwise stated in the order, We have the right to accept the contract offer within two (2) weeks from receipt.
- (5) If Customer has received an activated user account in accordance with Section 2, Customer may also place orders through its user account. For this purpose Customer must place products in the virtual shopping basket and click on the order button at the end of the ordering process. We will then promptly send Customer an e-mail confirming receipt of the order (hereinafter the "Order Receipt Confirmation"). The Order Receipt Confirmation constitutes no acceptance of the offer, but merely informs Customer that We have received the order.
- (6) A valid contract is not concluded unless and until We confirm as such (e.g., by sending an Order Confirmation in text form (e.g., telefax or e-mail)) or if we make Deliveries or render Services to Customer without any reservation of rights.
- (7) If We fill the order by making Delivery or rendering Service in several installments, a separate agreement will be concluded with respect to each installment when We deliver that installment or when Customer receives a separate Order Confirmation for that installment.
- (8) Customer may cancel the order before a contract results in text form.

Section 4 Confidentiality

- (1) All information Customer may receive from us, including, without limitation, technical information, know-how, prices, terms and conditions, shall be kept absolutely confidential. The duty of confidentiality shall not apply to information that was already known to Customer or in the public domain, or of which Customer otherwise acquires knowledge, or which Customer is required to disclose or report under applicable law or pursuant to a decision from a court or regulatory authority.
- (2) Customer shall make no reference to the business relationship with Us in any information or advertising materials except with our express written consent.
- (3) Customer shall also require any subcontractors who may be associated for the performance of a contract to comply with the above obligations.

Section 5 Time Periods for Deliveries and/or Services, Default

- (1) Time periods and dates for Deliveries and/or Services (hereinafter "Delivery Times") are binding only if We have expressly confirmed in text form that Delivery Times are binding. Shipping dates and Delivery Times will be individually negotiated or will be specified by Us when accepting the order.
- (2) The Delivery Time will not begin to run unless and until We have received in due time all documentation, approvals, clearances, and answers to all your questions from Customer and unless and until Customer has performed duly and in a timely manner all obligations, including incidental obligations. If these requirements are not satisfied in a timely manner, the Delivery Time shall be extended by a corresponding time period, including a reasonable time period for resuming work, unless We are legally responsible for the delay. If Customer is located outside of Germany, Customer shall, at our request, provide us with proof of the arrival of the goods in Customer's tax territory. If a requested proof is missing, the additional costs due to the lack of proof of VAT exemption of export or intra-community deliveries shall be borne by the Customer.
- (3) In addition, our performance of the contract is subject to the condition that there are no national or international laws, including, without limitation, any export control laws, embargoes or other sanctions that would prevent or impede our performance. Customer shall provide all information and documentation necessary for export/cross-border shipment/import. Any delays resulting from export reviews or approval procedures extend the delivery time accordingly including a reasonable recovery period; this does not apply if we are responsible for the delay. If our performance is prevented or impeded by circumstances pursuant to Section 5 para. 3 sentence 1, Customer will reimburse Us for any

expenses and damages incurred by the Customer's order; this does not apply to the extent we are responsible for such circumstances.

(4) If We are unable to meet binding Delivery Times for any other reasons for which We are not legally responsible, including, without limitation, any of the reasons shown in subsections a) through c) below, We will promptly notify Customer specifying the anticipated new Delivery Time. Such other reasons include, without limitation, the following:

- (a) force majeure, e.g., natural disasters, earthquakes, government directives, transportation restrictions, restrictions on energy use, general shortage of raw materials, mobilization, war, riot, strike, lockout, or
- (b) viruses or any other attacks on our IT systems by third parties, if such attacks occur although We have implemented appropriate protective measures in the exercise of due care, or
- (c) failure of suppliers to make delivery to Us in a timely manner and as agreed.

(5) In the event of an extension of the delivery period pursuant to Section 5 (2) to Section 5 (4), which we are not responsible for, we shall be entitled to withdraw from the contract, if necessary after a deadline. This does not apply if the delay is insignificant.

(6) In the event of an extension of the delivery period pursuant to Section 5 (2) to Section 5 (4), which Customer is responsible for, we may claim a contractual penalty of 3-5% of the respective order value, depending on the seriousness of the fault. The assertion of further damage remains unaffected.

(7) We shall not be deemed in default with delivery unless and until Customer has made a formal demand for delivery. If We are in default with delivery, Customer may, after two full weeks have expired since the default occurred, demand liquidated default damages for each additional week, provided that Customer substantiates that Customer has sustained damages as a result of the default. Liquidated damages shall be equal to 0.5% (zero point five percent) of the net price (order amount) for each full calendar week of default, not to exceed in the aggregate 5% (five percent) of the order amount of the delayed products. We reserve the right, however, to furnish proof that Customer has sustained no damages or has sustained damages substantially lower than the aforementioned liquidated damages.

(8) Any claims of Customer for damages resulting from delivery default as well as any other claims for damages which, in the aggregate, exceed the damages provided for in Section 5 para. 5 of these GT&C shall be excluded in all cases of delivery default, even if a grace period for delivery set by Customer has expired.

(9) Customer may rescind a contract in accordance with applicable law only if damages resulting from a delivery default exceed the limit defined in Section 5 para. 5 of these GT&C.

(10) The foregoing provisions are not associated with any change in the burden of proof to the detriment of Customer.

(11) Customer shall inform Us upon demand within a reasonable time period whether Customer is rescinding the contract because Delivery and/or Service is delayed or is insisting on Delivery and/or Service.

(12) Early delivery or Delivery in installments is permitted to the reasonable for Customer.

Section 6 Delivery, Transfer of Risk, Acceptance and Acceptance Default

(1) Unless otherwise agreed, delivery shall be made

(a) for domestic deliveries EXW (Ex Works Delivery location at the corresponding SPINNER location Aiblinger Straße 30, 83620 Westerham acc. INCOTERMS 2010) and (b) for deliveries to foreign countries pursuant to FCA loading ramp. The written form requirement pursuant to § 1 para. 4 shall not apply to deviating agreements within the meaning of § 6 para. 1.

(2) The risk of accidental loss or damage of the products shall transfer to Customer as follows:

- (a) if delivery is made without setup or installation ex works, when the products are made available for pickup at the place of delivery;
- (b) if delivery includes setup or installation, on the date the products transfer to the business operation of Customer or another place of installation designated by Customer; if the parties have agreed in text form to a trial run, the risk of loss shall transfer to Customer after the trial run has been completed free of errors, provided that the trial run and transfer take place promptly after setup or installation. Otherwise the risk of loss shall transfer to Customer already at the time of setup or installation as soon as the products are ready for operation.

(3) If the contract provides for formal acceptance, formal acceptance

shall be decisive for the transfer of risk. If the contract provides for formal acceptance, German law governing contracts for the performance of work shall also apply in all other respects. Any failure of Customer to formally accept Deliveries or Services in a timely manner shall be deemed equivalent to formal acceptance.

(4) If the contract provides for formal acceptance, Customer shall declare acceptance promptly, however not later than two (2) weeks from completion and notice of completion from us. If Customer fails to declare acceptance in a timely manner or refuses to declare acceptance without justification, formal acceptance shall be deemed to have been effected. Any use of the products – where applicable, after completion of an agreed trial phase – shall be deemed equivalent to formal acceptance.

(5) If Customer is in default with formal acceptance, wrongfully breaches its duty of cooperation, or delivery by Us is delayed for any other reasons for which Customer is legally responsible, We shall be entitled to indemnity for all resulting damages, including any additional costs We may incur. If delivery by Us is delayed for a reason within the meaning of sent. 1, We may charge Customer a storage fee in the amount of 0.5% (zero point five percent) of the invoice amount for each month or fraction thereof, beginning on the first day after notice that the products are ready for shipment/delivery is sent; storage fees are limited to a maximum of 5% (five percent) of the invoice amount. The right of either party to furnish proof of higher or lower storage costs shall remain unaffected thereby. We reserve the right to bring additional claims for damages.

(6) Customer may not reject Deliveries or Services based on insubstantial defects.

Section 7 Setup and Installation

The terms and conditions of setup and installation are governed by Section 8 para. 2. In addition, the following provisions shall apply to setup and installation:

(1) Customer shall at its own cost be responsible for and complete or make available in a timely manner:

- (a) all excavation, construction, or other non-industry ancillary work, including necessary staff, construction materials, and tools;
- (b) all items and materials required for installation and startup, such as scaffolding, lifts and other equipment, fuel and lubricants;
- (c) energy and water at the place of use, including connections, heating and lighting;
- (d) at the place of installation, sufficiently large, suitable, dry, lockable rooms for the storage of machine parts, equipment, materials, and tools, etc., and adequate work and recreational rooms for installation staff, including sanitary facilities as appropriate to the circumstances; in addition, Customer shall take such measures on the construction site to protect our property or the property of our subcontractors and installation staff as Customer would also take to protect its own property or the property of its own staff; and
- (e) protective clothing and protective equipment that may be required due to special conditions of the installation site.

(2) Prior to the commencement of installation work Customer shall make available without demand all required information about the location of any hidden power, gas, and water lines or similar systems, as well as all required statics data.

(3) Prior to the commencement of setup or installation all items required to be furnished by Customer for the commencement of work, including operating manuals, descriptions and lists of components, must be present at the site of setup or installation. Customer shall be responsible for any costs of shipping items to or from the site of setup or installation. All preparatory work preceding the commencement of setup must have progressed to the point where setup or installation can commence as agreed and can be completed without interruption. Access roads and the site of setup or installation must be level and cleared.

(4) If setup, installation, or startup is delayed due to circumstances for which We or our subcontractors are not legally responsible, Customer shall pay reasonable costs for the resulting waiting time and the costs of any additional necessary travel by Us or our (contracted) installation staff.

(5) We have the right to decide at our sole discretion where to render Services if Services cannot be rendered at only a single location.

(6) Customer shall promptly confirm to Us on a weekly basis the length of time worked by our installation staff as well as the completion of setup, installation, or startup.

Section 8 Prices and Payment Terms; cancellation of order; Debt Offset and Rights to Refuse Performance

- (1) Deliveries – without setup or installation at the location of Customer – will be charged at the prices applicable on the contract date, in each case in euros (€) and ex-works, plus value-added tax at the legal rate. Added to all prices will be all taxes, customs fees or other charges, as well as any consulate or legalization fees that may be incurred contrary to applicable law (see Section 19) under the laws of any foreign jurisdiction, as well as packaging costs, unless already expressly included in the price.
- (2) Services (e.g., setup or installation) will be charged based on our price list in effect on the contract date. Cost estimates are non-binding and will be prepared if specifically agreed with Customer. The costs of a cost estimate are included in the price, unless otherwise agreed. The costs of a cost estimate are due separately if no order is placed.
- (3) All payments are due and payable without deduction within 30 days from the invoice date.
- (4) We reserve the right to demand guarantees for payment and/or prepayments on Deliveries and/or Services.
- (5) If payment is not made within the aforementioned time period, Customer will be in default with payment. In the event of default, interest on the amount past due shall accrue at the rate of 9 percentage points above the base interest rate published by the German Central Bank. We reserve the right to claim additional default damages. If Customer is a merchant, our right to charge interest in accordance with commercial law (§ 353 of the German Commercial Code (HGB; hereinafter the "Commercial Code")) shall remain unaffected.
- (6) Customer shall have no right to offset any counterclaims or to withhold performance based upon any counterclaims, unless such counterclaims have been established by a final and conclusive court judgment or are undisputed.
- (7) If it becomes apparent after the contract date that our claim for payment is jeopardized as a result of Customer's insufficient ability to meet its financial obligations (e.g., because a petition for insolvency has been filed), We shall have the right to refuse performance in accordance with applicable law and – if applicable, after setting Customer a grace period for payment – rescind the contract (§ 321 of the Civil Code). If a contract is for the manufacture of non-fungible products (custom-made products), We may rescind the contract immediately; the statutory provisions dispensing with the need to set a grace period shall remain unaffected thereby.
- (8) Any agreed reductions of agreed prices or discounts of any kind shall be lost if Customer is in default, in whole and part, with any of its payment or formal acceptance obligations.

Section 9 Retention of Title

- (1) We hereby retain title to all sold products (hereinafter "Secured Products") until all of our present and future claims from the ongoing business relationship (hereinafter "Secured Claims") have been settled, to the extent permitted under laws of the country in whose jurisdiction the Secured Products are located. If a retention of title to Secured Products is not permitted under the laws of a jurisdiction, but a reservation of similar rights is recognized under the laws of that jurisdiction, We shall have the right to enforce such rights. Customer shall support all measures to protect ownership of or security interests in Secured Products.
- (2) Before all Secured Claims have been fully settled, Secured Products may not be pledged or assigned for security purposes to any third parties. Customer shall promptly notify Us in writing if and to the extent that any Secured Products are subject to claims of third parties.
- (3) In the event of any breach of contract by Customer, including, without limitation, any failure to pay the purchase price when due, We shall have the right to rescind the contract in accordance with applicable law and to demand the return of Secured Products based on the retention of title and the rescission of contract. If Customer fails to pay the purchase price when due, We may enforce such rights only if and after We have set Customer a reasonable grace period for payment and the grace period has expired without payment having been received by us, or if no such grace period is required under applicable law. Any acceptance of returned products, enforcement of retained title, or attachment of Secured Products by Us shall not result in rescission of the contract, unless expressly stated otherwise by us.
- (4) Customer shall have the right to resell and/or process Secured Prod-

ucts in the ordinary course of business, subject to the following additional provisions:

- (a) The retention of title shall extend to the full value of all products resulting from the processing, intermingling, combination of our products with other products, and We shall be deemed the manufacturer of the resulting products. If third parties continue to have ownership rights despite the processing, intermingling, or combination of their products with our Secured Products, We shall acquire co-ownership of the processed, intermingled, or combined products based upon the proportion of the invoice amounts. In all other respects, the resulting products shall be subject to the same provisions that are applicable to products delivered subject to a retention of title. Any costs We may incur in connection with enforcing our claims as co-owners shall be paid by Customer.
- (b) Customer hereby assigns to Us as security, in their entirety or, if applicable, in the amount of our co-ownership interest as defined in the preceding paragraph, all claims against third parties resulting from a resale of products or combined products. We hereby accept the assignment. The obligations of Customer under paragraph 2 above shall also apply with respect to assigned claims.
- (c) We hereby irrevocably authorize Customer to collect claims along with us. We agree not to collect claims as long as Customer is not in default with payment, no petition for insolvency has been filed, and Customer's ability to meet its financial obligations is not otherwise jeopardized. If this is the case however, We may demand that Customer disclose to Us the assigned claims and their debtors, provide Us with all information necessary for collecting such claims, turn over to Us all related documentation, and notify the debtors (third parties) of the assignment.
- (d) If the collectible value of security interests exceeds our Secured Claims by more than 10%, We will release security interests of our own choice upon Customer's demand.

Section 10 Software

- (1) We hereby license to Customer the non-exclusive, non-sublicensable, and non-transferable right to use the computer programs subject to the contract, including the related Documentation (hereinafter collectively the "Software"), exclusively for operating the hardware for which the Software is intended or which is delivered along with the Software, subject to the following terms and conditions. Unless the contract provides for a limited license term, this license is valid in perpetuity.
- (2) Customer has no right to use the Software, or to permit any third parties to use the Software, except as agreed. The license excludes, in particular, the right to lease, loan, distribute, publicly communicate, or otherwise make the Software available to any third parties. Copying the Software is permitted only if and to the extent necessary for making a backup copy or for operating the hardware for which the Software is intended or which is delivered along with the Software.
- (3) Customer generally has no right to edit, disassemble, or otherwise reengineer the Software, in whole or in part, to acquire the source code, except for making modifications that are necessary to correct errors if We have failed to correct such errors, have refused to correct such errors, or are otherwise unable to correct such errors. Fully removing the Software from one, several, or all data processing systems shall not be considered a modification of the Software.
- (4) Compilation or reproduction of the Software is permitted to the extent provided by law, however only under the condition that We have failed to provide necessary information for this purpose upon demand within a reasonable time period.
- (5) The Software will be delivered exclusively in machine-readable form (object code) and without the source code or source code documentation.
- (6) We hereby reserve all other rights.
- (7) If We license Software to Customer for which We only hold derivative rights (third-party Software), the terms of use agreed upon with our licensor will apply along with the terms and conditions set forth herein. If open source software is licensed to Customer, the terms and conditions to which the open source software is subject will apply and take priority over the provisions of these GT&C. To the extent required by the terms of use for open source software, We will also deliver the source code to Customer. We will advise Customer at an appropriate location of the existence of any third-party software and the terms of use for such third-party software.

Section 11 Customer's Claims for Defects in Quality

(1) Customer's rights in the event of any defects in quality (including delivery of the wrong products, delivery of an insufficient quantity of products, improper installation, or deficient installation instructions) shall be governed by applicable law, unless otherwise provided below.

The special statutory provisions that are applicable when products are ultimately delivered to a consumer shall remain unaffected in all cases (recourse against supplier under §§ 478, 479 of the Civil Code).

(2) Liability for defects in quality is excluded, for example, however without limitation, in case of wear and tear, excessive use, use of inappropriate operating equipment, or defective installation work not caused by us, selection of an inappropriate place of installation, or any other chemical, electrical, or electro-chemical impacts beyond our control. Liability for defects in quality is also excluded in case of improper modifications or repair work performed by Customer or its contractors.

(3) Our liability for defects in quality is primarily based on warranties of quality made in the contract. Warranties of quality include product specifications that are designated as warranties of quality and that are provided to Customer before the order is placed, are published by us, or have been incorporated by reference into the contract in the same manner as these GT&C.

(4) If a contract includes no warranties of quality, the presence or absence of a defect shall be determined in accordance with applicable law (§ 434 para. 1 sent. 2 and 3 of the Civil Code). We assume no liability for any public statements made by any other third parties.

(5) Customer shall have no claims for defects in quality unless Customer has complied with its legal examination and reporting obligations (§§ 377, 381 of the Commercial Code). If this examination reveals a defect or a defect is discovered later, Customer shall report such defect promptly and in writing to Us, providing a detailed description of the defect. Hidden defects must be reported in writing promptly after discovery, however not later than one year from delivery or formal acceptance of the products. A report of a defect will be deemed prompt if it is made within two weeks from discovery of the defect, it being sufficient for compliance with the deadline if the report is sent in a timely manner.

(6) If a delivered product is defective, We may, at our sole option, either correct the defect (repair) or deliver a new product that is free of defects (replacement), provided that the cause of the defect was already present at the time the risk transferred in accordance with Section 5. Our right to refuse remedial performance shall remain unaffected thereby.

(7) We shall have the right to make remedial performance conditional upon payment of the purchase price on the due date by Customer. However, Customer shall have the right to withhold such part of the purchase price as is reasonably proportionate to the defect.

(8) Customer shall afford Us the time and opportunity needed to render remedial performance as agreed, in particular by surrendering the purportedly defective product to Us for inspection. In the event of replacement, Customer shall return the defective product to Us as provided by applicable law.

(9) We shall be responsible for necessary costs of inspection and remedial performance, including, without limitation, costs of transportation, travel, labor, and materials, only if and to the extent that such costs are not unreasonable, which is the case, in particular, if contrary to their intended use delivered products are moved to a location other than the place of delivery. If products have been moved to a location other than the place of delivery, We shall be responsible only for such costs as would have been incurred if Customer had not moved the products.

(10) If it turns out that a demand for correction of a defect by Customer is unjustified, We may demand that Customer indemnify Us for the resulting costs, unless the absence of the defect was not reasonably apparent to Customer.

(11) In urgent cases, e.g., if operational safety is jeopardized or to avert disproportionate damages, Customer shall have the right to remedy the defect on its own and to demand indemnity from Us for reasonably necessary costs incurred in connection therewith. Customer shall provide Us with prompt notice, if possible prior notice, of any such independent remediation efforts. Customer shall have no right to remedy defects on its own, if We would have a right to refuse remedial performance under applicable law.

(12) In all other cases We shall be given two attempts of remedial performance. If remedial performance has failed twice and a reasonable grace period for remedial performance set by Customer has expired or no such grace period is required under applicable law, Customer may re-

scind the contract or reduce the purchase price. However, there is no right of rescission if a defect is insubstantial.

(13) Software shall not be deemed defective if a defect does not affect the version of the Software last delivered to Customer and is using this version is not unduly burdensome for Customer. Moreover, Software shall not be deemed defective if a defect is caused by any the following: (a) any incompatibility with data processing systems used by Customer, unless the data processing environment is in conformity with our requirements, (b) any use of the Software in combination with third-party software, except with our express written consent, or (c) any improper use or care of the Software by Customer or any third parties.

(14) Any other claims for defects in quality are hereby excluded, unless otherwise provided by mandatory provisions of applicable law. The foregoing provisions are not associated with any change in the burden of proof to the detriment of Customer.

Section 12 Customer's Claims for Defects in Title

(1) Unless otherwise agreed, We are obligated to deliver products free and clear of any third-party rights, including, without limitation, intellectual property rights or copyrights (hereinafter "Intellectual Property Rights"), only in the country of the place of delivery. If a third party brings valid claims against Customer based on an infringement of Intellectual Property Rights resulting from products delivered by Us and used by customer in accordance with the terms of the contract, We shall be liable as follows within the limitation period stated in Section 15:

(a) We shall, at our sole option, either acquire a license, modify the product so that the product no longer infringes any Intellectual Property Right, or exchange the product. If doing so is not possible on reasonable terms and conditions, Customer shall have the right to rescind the contract and reduce the purchase price.

(b) The aforementioned obligations are valid only if Customer notifies Us promptly of any third-party claims, refrains from accepting liability for such claims, and allows Us to defend such claims and lead the settlement negotiations.

(2) We shall not be liable if Customer is legally responsible for infringement of an Intellectual Property Right.

(3) We further shall not be liable if an infringement of an Intellectual Property Right is caused by any special requirements of Customer, any use of the product by Customer that was unforeseeable for us, or by the fact that the product is modified by Customer or its own customers or is used in combination with any third-party products.

(4) In the event of any other defects in title, the provisions of Section 12 shall apply, accordingly.

(5) Any additional claims of Customer or claims other than those provided for in this Section 12 are hereby excluded, except in cases where liability attaches by operation of law. The foregoing provisions are not associated with any change in the burden of proof to the detriment of Customer.

Section 13 Other Liability; Damages

(1) Due to the nature of the Internet We cannot guarantee that our Online Shop will be available without interruption. Access may, in addition, occasionally be interrupted or limited to allow for repairs, servicing, or the introduction of new functionalities or services.

(2) Unless otherwise provided in these GT&C, any claims for damages of Customer, whatever their legal basis, including, without limitation, any claims for breach of contract or tort claims, are hereby excluded. We hereby expressly advise Customer that this also applies to any damages that do not affect the delivered product as such.

(3) The exclusions or limitations of liability provided for in Section 13 para. 2 or elsewhere in these GT&C shall not apply to any of the following liability:

- (a) any liability for wrongful harm to life, limb, or health;
- (b) any liability for damages caused intentionally by Us (including our legal representatives or agents);
- (c) any liability for damages caused grossly negligently by Us (including our legal representatives or agents);
- (d) any liability for breach of a guarantee;
- (e) any liability that attaches by operation of law in accordance with the German Product Liability Act (Produkthaftungsgesetz);
- (f) any liability for fraudulent concealment of a defect; or
- (g) any liability for a breach by Us of a material contractual obligation (cardinal obligation); a contractual obligation is material if its perfor-

mance is a prerequisite for due performance of the contract, if its breach would jeopardize the achievement of the contractual purpose, and if Customer may reasonably rely on its performance. In such cases claims for damages shall however be limited to reasonably foreseeable damages, unless one of the aforementioned exceptions applies.

(4) The foregoing provisions are not associated with any change in the burden of proof to the detriment of Customer.

Section 14 Return Management

(1) Customer may not return products until Customer has received a return material authorization (RMA). To receive an RMA, Customer must complete the RMA form that is available on our website (<https://www.spinner-group.com/en/contact/merchandise-return>).

(2) Following receipt of a fully completed RMA form, We will review the information provided, send Customer an RMA number, and contact Customer within a reasonable time period for further processing of the return.

Section 15 Limitation of Claims

(1) In derogation of § 438 para. 1 no. 3 of the Civil Code, the general limitation period for claims for defects in quality or defects in title shall be one year from the date of delivery. If the contract provides for formal acceptance, the limitation period shall begin to run at the time of formal acceptance.

(2) However, if the product is a building or an item which is normally used for a building and which has caused the building to be defective (construction material), the limitation period shall be five years from the date of delivery as provided by law (§ 438 para. 1 no. 2 of the Civil Code). The special statutory provisions governing third-party claims for surrender of property (§ 438 para. 1 no. 1 of the Civil Code), claims for fraud on the part of the seller (§ 438 para. 3 of the Civil Code), and claims against the supplier when products are ultimately delivered to a consumer (§ 479 of the Civil Code) likewise shall remain unaffected.

(3) The foregoing limitation periods under commercial law shall also apply to any contractual or non-contractual claims for damages Customer may have based on any defect of a product, unless application of the standard statutory limitation period (§§ 195, 199 of the Civil Code) would result in a shorter limitation period in a particular case. The limitation periods of the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected in all cases. Except as provided herein, any claims for damages of Customer under these GT&C shall be subject exclusively to the limitation periods provided by law.

Section 16 Intellectual Property Rights

(1) All information, data, and documents, whatever their form, which We may receive from Customer and which are the property of Customer or which have been made available to Customer under a license shall remain the property of Customer.

(2) All information, data, and documents, whatever their form, which are our property or which We make available to Customer under a license shall remain our property.

(3) All information, data, documents, inventions, and other work results, whatever their form, whether or not physically embodied, which we, alone or together with employees and/or subcontractors, develop in the course of the performance of this agreement (hereinafter collectively referred to as "Works"), shall be subject to the following provisions: all rights and know-how now known or hereafter created shall remain our exclusive property.

(4) Applicable provisions of data protection law shall remain unaffected.

Section 17 Termination of Contract Due to Insufficient Ability to Meet Financial Obligations

If it becomes apparent that our claim for payment is jeopardized as a result of Customer's insufficient ability to meet its financial obligations, We shall have the right to rescind the contract or terminate the contract for good cause without notice. The circumstance described in sentence 1 shall be considered good cause for termination.

Section 18 Data Privacy

Provisions regarding the use of personal data and other provisions regarding the privacy of personal data can be found in our Data Privacy Policy (<https://www.spinner-group.com/en/data-privacy-policy>).

Section 19 Choice of Law, Venue and Jurisdiction

(1) These GT&C, and all contracts between Us and Customer, shall be governed by the laws of the Federal Republic of Germany, with the exception of the UN Convention on Contracts for the International Sale of Goods.

(2) The place of performance shall be our registered office at the time of performance, unless agreed otherwise in a particular case.

(3) If Customer is a merchant within the meaning of the Commercial Code, a public entity, or a public special fund, exclusive jurisdiction – including international jurisdiction – and venue for any and all disputes directly or indirectly arising from the contract shall be in courts at the place of our registered office. However, We shall also have the right to file suit in a court at Customer's general place of jurisdiction.