

**Standard Terms & Conditions**  
**Flintec Group AB**

**1. Validity of these terms and conditions**

- (a) These terms and conditions shall exclusively govern all legal relationships between Flintec Group AB and the customer, including all offers and contracts for the delivery of goods and services by Flintec Group AB, superseding any conflicting terms and conditions of the customer. They apply to the business relationship between Flintec Group AB and the customer to the exclusion of any other terms and conditions.
- (b) The present terms and conditions shall have continued validity and be applicable to all future transactions, even if not explicitly agreed upon again. In the event of orders being placed on the basis of formal terms and conditions of purchase, our general terms and conditions shall always be considered to have been accepted, even if we do not expressly reject these terms and conditions.
- (c) The customer acknowledges and agrees to the exclusive validity of our terms and conditions by placing an order. Acceptance of our deliveries or services shall constitute acceptance of our terms and conditions. The customer's differing, conflicting or additional general terms and conditions shall only become part of the contract if we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, including when we deliver the goods to the customer without reservation despite being aware of the customer's terms and conditions.
- (d) Agreements that change or supplement these terms and conditions, ancillary agreements and the terms and conditions of the customer are only effective if they are confirmed by us in writing. Our indirect agents or our commercial agents and traveling salesmen are not authorized to make binding declarations. Any requests must be made in writing.

**2. Offer, offer documents and conclusion of contract**

- (a) Offers are subject to change, especially with regard to prices and delivery options.
- (b) The documents provided as part of this offer are solely intended for the customer's reference and guidance. They should not be construed as an agreement or guarantee of the quality of the goods or services described therein.
- (c) Illustrations, records, weight, and performance specifications (such as dimensions, utility values, load capacity, tolerances, and technical data) provided in our offers and offer documents are approximate and intended solely for the customer's orientation, unless expressly designated as binding. Similarly, any information or advice provided by us to the customer, particularly with respect to the product's use or suitability for a specific purpose, is not intended as a consultation agreement unless expressly stated. As such, they do not constitute a binding agreement or warranty, but rather serve as guidelines for the customer.

- (d) Cost estimates for repairs and installations are prepared thoroughly and as accurately as possible, but they are non-binding.
- (e) An order placed by the customer shall be considered a binding offer to enter into a contract. Our acceptance of the order is confirmed in writing. The written content of the order confirmation shall be deemed legally binding for the contractual relationship, the scope of delivery, and any ancillary agreements. Verbal declarations made by our employees or representatives shall require written inclusion in the order confirmation to be effective. Unless explicitly stated otherwise, an order shall be considered accepted upon our execution of the order.

### **3. Prices and payment, default, set-off and retention, bill of exchange, place of payment**

- (a) The prices quoted are in the previously agreed currency, excluding value-added tax (net), and are ex-works (EXW) in accordance with INCOTERMS 2020, which include standard packaging, unless otherwise specified in writing. Non-standard packaging may be available upon request for an additional fee. If shipment is requested by the customer, section 4, paragraph (d) shall govern this.
- (b) When invoicing, we will include the statutory value added tax at its applicable rate, unless the delivery is not subject to VAT.
- (c) If no fixed price agreement has been made and price factors (e.g. customs, statutory value added tax, etc.) increase between placing the order and delivery due to official orders, we are entitled to make a price adjustment. In the case of contracts with an agreed delivery time of more than 3 months, we are entitled to increase the prices by the cost increases that have occurred - e.g. material price increases or cost increases due to collective agreements. If the increase amounts to more than 5% of the agreed purchase price, the customer has a right of withdrawal.
- (d) All invoices are to be paid thirty days after the invoice date without deductions, unless otherwise agreed. Commercial agents and traveling salesmen have no authority to make monetary collections or defer a payment deadline.
- (e) If payment is not received by the agreed due date, the customer will be in default. In the event of default, we reserve the right to charge interest on arrears at the applicable statutory interest rate. We reserve the right to charge higher interest if it is proven that statutory rates are insufficient to cover damages caused. This does not affect a customer's statutory rights.
- (f) If an instalment payment plan is agreed with a customer and the customer is more than 8 days in arrears of the agreement, the entire remaining amount will be immediately due, and the agreement void.
- (g) The Customer may only offset claims that are either undisputed or legally established and may only exercise rights of set-off or retention based on such claims. In cases where defects are proven to exist, the Customer's rights to set-off or retention shall be limited to an amount not

exceeding the diminished value of the impacted service attributable to the defect, or the anticipated costs of subsequent performance or defect remediation.

- (h) In cases where bills of exchange are accepted by prior agreement, they shall only be acknowledged on account of performance. The Customer shall bear the responsibility for discount and bill of exchange charges, as well as any applicable value-added tax, in accordance with prevailing private bank rates.
- (i) Should a customer's financial circumstance deteriorate, or circumstances change that significantly impact a customer's creditworthiness, we reserve the right to immediately request outstanding balances and claims be paid, even if we are provided with bills of exchange. In these cases, we are entitled to suspend shipments until a satisfactory outcome is agreed. In the event of the aforementioned circumstance, we reserve the right to withdraw from any contracts agreed. The statutory provision on the dispensability of setting a deadline remain unaffected. We reserve the right to claim damages from the customer if the agreed payment terms are breached. The customer statutory rights are unaffected.
- (j) The services, quantities, and determinations made by us shall be considered for price calculation, unless the customer objects immediately.

#### **4. Delivery and delivery time, shipping, transfer of risk**

- (a) The place of performance for delivery shall be our local distribution location, unless otherwise agreed in writing. The customer shall be solely responsible for obtaining any necessary licenses, permits, or approvals required under applicable law.
- (b) Packaging is generally not accepted for return. However, if we are obligated to dispose of the packaging due to legal requirements, we may dispose of the packaging through third parties named by us upon the customer's request.
- (c) The risk of accidental loss or damage to the goods shall be transferred to the customer in different circumstances. If the customer chooses to collect the goods, the risk of loss or damage shall be transferred to the customer upon notification of availability. In all other cases, the risk shall be transferred to the customer at the point of delivery to the carrier. If the shipment is delayed due to circumstances for which the customer is responsible, any risk shall pass to the customer from the working day following the day of receipt of the notification of readiness for shipment. This applies regardless of whether the shipment is made from the place of performance or who bears the freight costs.
- (d) If the customer does not pick up the goods from our warehouse, but wishes them to be shipped, all deliveries shall be made exclusively at the expense and risk of the customer. Shipping method and shipping route are chosen by us. Additional costs due to deviating wishes of the customer shall be borne by the customer. If no specific shipping method has been agreed, the products will be shipped by the most favourable route, but without guarantee of the safest, cheapest, and fastest transport. We are entitled to insure the shipments for the account of the customer. If

insurance has been taken out, we will assign the claims from the insurance to the customer in the event of a claim as soon as the customer has paid us the corresponding insurance premium.

- (e) If the customer does not accept the delivery items immediately when they are ready for shipment, we will store them for him at his own risk, if possible. This storage does not release the customer from agreed payment obligations, which occurs at the time of provision. In addition, we are entitled to charge storage fees in the amount of 1% of the invoice amount per month or part thereof from the second month onwards if the goods are not collected by the customer or if the dispatch of the products is delayed by more than one month at the customer's request. The storage fee is limited to a total of 10% of the invoice amount unless we can prove higher costs in individual cases.
- (f) The stated delivery time is generally only approximate, see 4 (k). The agreement of binding delivery dates and deadlines requires a written agreement.
- (g) The delivery period begins with the dispatch of the order confirmation, but not before receipt of any agreed advance payment, not before clarification of all technical details and not before the customer has fulfilled all the requirements incumbent on him for the execution of the transaction. In particular, the delivery period shall not commence before any documents to be provided by the customer are fully available to us. If the customer delays the fulfilment of his obligations, the delivery time shall be extended accordingly. The period between the dispatch of the order confirmation and the fulfilment of the customer's obligations shall be added as an extension of the originally estimated delivery period. Delivery dates will amend accordingly.
- (h) The delivery time shall be deemed to have been complied with if, by the time it expires, the delivery item has left the factory or readiness for dispatch has been notified.
- (i) We are entitled to make partial deliveries.
- (j) If the customer fails to accept delivery of goods within 7 days, we reserve the right to terminate the contract and seek reimbursement for any resulting damages or futile expenses.
- (k) If unforeseeable circumstances, such as, but not limited to, force majeure, material procurement difficulties, operational disruptions, industrial disputes, shipping blocks, governmental orders or catastrophes occur, we will inform the customer immediately and the delivery time will be extended accordingly. This clause applies if we are unable to obtain the necessary supplies despite placing orders with reliable suppliers. If the delivery problems last longer than 3 months, both parties may withdraw from the contract. If delivery becomes impossible, we will be released from our obligations and will reimburse the customer accordingly. Claims for damages due to non-delivery or non-performance are excluded, except when prohibited by law. Should the above disclaimer violate mandatory statutory law, Section 9 shall apply.
- (l) If we are delayed in delivering your goods, we will follow the laws that apply. You must remind us in writing and give us a reasonable amount of time to fix the delay before you can cancel the

contract. If you cancel the contract, you will not be able to claim compensation for any damages caused by the delay, or any other related rights.

- (m) If we are unable to meet an agreed installation date, the provisions stated in paragraphs (J) and (K) shall apply accordingly.

## **5. Retention of title**

- (a) We retain ownership of the goods sold until the customer has paid in full for all current and future claims, including all current account balance claims, that we have against the customer (secured claim). The goods sold, and any goods that replace them in accordance with Section 5 (f) and are subject to retention of title, are collectively referred to as "reserved goods". The customer must keep the reserved goods safely and free of charge until full payment has been made.
- (b) Despite payment, purchase price claims shall be deemed not to have expired as long as a bill of exchange liability assumed by us in this context continues to exist - e.g. in the context of a cheque-bill procedure.
- (c) The customer is entitled to use the reserved goods and to sell them in the ordinary course of business, unless in default of contractual obligations arising from the business relationship with us.
- (d) When reselling the goods subject to retention of title or in case of claims arising from the goods, the customer hereby transfers to us all the rights to those claims against third parties in full, including all balance claims from current accounts. This assignment is accepted by us.
- (e) The customer is allowed to collect claims against third parties in their own name and for their own account, even after the claims have been assigned to us. However, if the customer exercises the right to collect, the customer must pay us the collected proceeds up to the amount of the delivery price agreed between the customer and us for the goods subject to retention of title. If bills of exchange are received by the customer based on the assigned claim, the customer must endorse and assign them to us. The customer must keep the endorsed bills of exchange for us.
- (f) If the customer processes or transforms the reserved goods, it is agreed that such processing or transformation shall be deemed to be carried out on our behalf as the manufacturer, and we shall become the owner of the newly created item immediately. If the reserved goods are processed together with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the original reserved goods (including VAT) to the value of the other processed items at the time of processing.

If the reserved goods are inseparably mixed or combined with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the original reserved goods (including VAT) to the value of the other mixed or combined items at the time of the mixture or combination.

If we do not acquire ownership or co-ownership of the newly created item in accordance with the above, the customer hereby assigns to us their future ownership or co-ownership in the above-mentioned ratio of the value of the original reserved goods to the value of the other processed, transformed, combined, or mixed items. We accept this assignment.

If the reserved goods are combined or mixed with other items to create a single item and one of the other items is considered the main item, the customer shall assign to us, in proportion to the value of the original reserved goods to the value of the other mixed or combined items, their co-ownership of the newly created item on a pro rata basis. We accept this assignment.

- (g) At our request, the customer must provide us with all necessary information about the existence of the reserved goods owned by us and about the claims assigned to us, as well as inform his customers of the assignment.
- (h) The customer is obliged to store the reserved goods carefully and free of charge and to treat them with care. Should maintenance and inspection work become necessary, the customer must carry it out in good time at his own expense. The customer is obliged to adequately insure the reserved goods against fire, water, and theft damage according to their replacement value.
- (i) In the event of breach of contract by the customer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods, subject to retention of title, after we have set a reasonable deadline for performance. The transport costs incurred for the return shall be borne by the customer. The return or seizure of the reserved goods constitutes a withdrawal from the contract. Goods subject to retention of title may be disposed of by us. The proceeds of the realisation will be offset against the amounts owed to us by the customer after we have deducted a reasonable amount for the costs of the realisation.
- (j) The Customer shall not pledge, assign, or transfer the goods subject to retention of title to any third party as security before full payment has been received. Additionally, the Customer must assert and safeguard all our rights under these security provisions against any third party interference. This includes explicitly indicating our ownership in the event of potential seizure threats and promptly notifying us of any actual or attempted seizures, or other infringements on our property rights, by third parties. If the third party is unable to reimburse us for any out-of-court and in-court expenses incurred in this regard, the Customer shall be responsible for compensating us for any damages sustained. This provision shall also apply, in a comparable manner, to the assigned claims set forth in Section 5(d).
- (k) In the event of delivery to jurisdictions where the aforementioned retention of title provision does not offer equivalent security effects, the Customer shall be obligated to promptly establish corresponding security rights. The Customer shall collaborate in all actions necessary to ensure the effectiveness and enforceability of such security interests, regardless of the jurisdiction in which they are established.

- (l) If the total value of the securities held by us as collateral for outstanding claims against the customer exceeds the amount owed to us by more than 10%, we will, at the customer's request, release securities of their choice up to the amount that exceeds our outstanding claims. The release of securities will be subject to any applicable laws and regulations, and we reserve the right to require additional documentation or information from the customer before releasing the securities.

## **6. Application-related advice**

- (a) Our binding application-related advice is subject to a written consulting contract. Any information or guidance that we provide outside of such a contract, including consultations on needs assessment, product selection, or development of customer-specific solutions, is non-binding. The completeness and accuracy of any information provided is governed by Section 9, and liability for any errors or omissions in such information is limited accordingly.
- (b) We provide technical advice based on the information provided to us by the customer to the best of our knowledge. In order to ensure that our advice is accurate and appropriate, the customer is responsible for providing us with timely and complete information regarding any legal, official, or operational regulations that apply to the intended use of the delivery item, including any calibration obligations. The customer must also inform us promptly of any special features or conditions of the intended use that may impact the proper functioning of the delivery item, such as the structural condition of the subsoil. However, it is the customer's responsibility to conduct their own examinations and trials to determine the suitability of our products for their intended purposes.
- (c) If the customer fails to cooperate in accordance with paragraph (b) by failing to provide requested information, providing incomplete or false information, or otherwise violating their obligations, and this results in damages or expenses without any contributory negligence on our part, then the customer's claims against us will be excluded.

## **7. Obligation to inspect and give notice of defects**

- (a) The customer is responsible for inspecting the goods promptly upon delivery and notifying us of any defects in writing no later than fourteen days after delivery. Notices of defects must be provided directly to us and not to our sales representatives or traveling salesmen. The customer may include notices of defects in their declaration of acceptance.
- (b) Upon our request, the customer must formally accept the goods and confirm their acceptance in writing immediately after delivery.
- (c) Any hidden defects must be reported in writing no later than five working days after they are discovered.

- (d) To meet the deadline for giving notice of defects, it is sufficient to send a written notice of defects in good time that includes a precise description of the defects.
- (e) The customer is responsible for checking, and if necessary conducting trial processing, to ensure that the delivered goods are suitable for their intended use. For building materials and other goods intended for installation or further processing, an inspection must be conducted prior to processing.
- (f) Failure to properly inspect and/or report defects in accordance with this clause 7 will result in the exclusion of our liability for any defect that was not properly reported or not reported in a timely manner. This exclusion does not apply if we fraudulently concealed the defects or if other mandatory statutory provisions conflict with this clause.

## **8. Warranty**

- (a) Unless specifically stated otherwise below, the buyer's rights related to material defects and defects of title (including incorrect and short delivery, improper assembly, or defective assembly instructions) shall be governed by statutory provisions.
- (b) Unless claims for injury to life, limb, or health, or in cases of gross negligence or intentional breach of duty attributable to us or our legal representatives or agents, warranties are not provided for the purchase of used goods.
- (c) Our liability for defects primarily rests on the quality agreement made for the goods. All product descriptions and manufacturer's information included in the individual contract or publicly available at the time of contract conclusion, such as in catalogues or on our website, shall be considered an agreement on the quality of the goods.
- (d) If the quality of the goods has not been agreed upon, defects shall be assessed in accordance with statutory provisions. We do not assume liability for advertising statements made by the manufacturer or other third parties unless the buyer has identified such statements as being decisive for their purchase.
- (e) Warranty claims for defects are excluded if and to the extent that damage to the delivery item or other legal assets of the customer can be attributed to any of the following reasons:
  - Faulty further processing, assembly, or treatment
  - Incorrect installation of the delivery item by the customer or third parties, unless the faulty installation is based on our instructions. Please note that our sales representatives and traveling salesmen are not authorized to issue such instructions.
  - Failure to comply with the instructions given in the operating instructions or given by us for commissioning and operation of the delivery item
  - Interventions by unauthorized persons or the use of non-original spare parts or equipment
  - Normal wear and tear that cannot be attributed to production or material defects

- Defects caused by overload, excessive stress, overvoltage (e.g., as a result of lightning strikes), welding work, or other external influences that do not correspond to normal use and are not assumed under the contract
  - Defects and damage that can be traced back to use in aggressive environmental conditions, such as exposure to chemical and corrosive substances or outside of specified temperatures or parameters, unless use in these environmental conditions has been agreed to in an individual contract.
- (f) In principle, we are not liable for defects that the buyer was aware of at the time of contract conclusion or was unaware of due to gross negligence. Additionally, the buyer's claims for defects presuppose that they have fulfilled their obligations to inspect and notify us of defects in accordance with Section 7.
- (g) If the delivered item is defective, we can first choose whether we provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- (h) We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.
- (i) The buyer must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer must return the defective item to us in accordance with the statutory provisions. The supplementary performance does not include the removal of the defective item or the reinstallation if we were not originally obliged to install it.
- (j) We reserve the right to use third parties at our discretion to carry out rectification. However, this does not establish a new contractual relationship between the customer and the third party, and therefore, the warranty period will not be reset, unless expressly agreed otherwise
- (k) We shall bear or reimburse the expenses necessary for inspection and subsequent performance, including transport, travel, labour, and material costs, as well as removal and installation costs, in accordance with statutory provisions, provided that a defect actually exists. However, we reserve the right to demand reimbursement from the buyer for costs incurred due to an unjustified request to remedy the defect, such as inspection and transport costs, unless the lack of defectiveness was not recognizable to the buyer.
- (l) If supplementary performance fails or if the buyer has set a reasonable deadline for supplementary performance that has expired unsuccessfully, or if supplementary performance is dispensable according to statutory provisions, the buyer may withdraw from the purchase

contract or reduce the purchase price. However, in the case of an insignificant defect, the buyer has no right to withdraw.

- (m) The buyer may claim damages or reimbursement of expenses that were futile due to defects only in accordance with clause 8; otherwise, such claims are excluded.
- (n) The warranty only applies when the delivery item is used on the agreed delivery object. If the item is used in a different location, any additional expenses are the responsibility of the customer, unless such use was agreed to in advance.
- (o) We will rectify material defects (as per clause 8) or provide damages (as per clause 9) without admitting any legal obligation to do so.

## 9. Liability

- (a) We are responsible for any damage caused to the customer by our intentional or grossly negligent conduct or that of our agents, as per statutory regulations. This also applies to personal injury (such as harm to life, limb, or health) and damage covered under statutory liabilities. Our liability extends to any guarantee promises we have made, unless stated otherwise.
- (b) In all other respects, our liability for claims for damages – regardless of the legal basis – shall be limited in accordance with the following provisions, unless otherwise stated in a guarantee assumed by us:
  - a. We shall only be liable for damages caused by slight negligence if they are based on the breach of essential contractual obligations (cardinal obligations). Cardinal obligations are those contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the customer could rely. Insofar as we are liable for simple negligence hereunder, our liability is limited to the foreseeable damage typical for the contract.
  - b. Our liability for the loss of data and/or programs caused by slight negligence is limited to the typical recovery effort that would have been incurred if the customer had backed up data regularly and appropriate to the circumstances.
  - c. Our liability for damages caused by delay due to slight negligence is limited to the typically foreseeable damage, but in no event shall it exceed 5% of the total price agreed upon in the relevant contract.
- (c) The provisions of the previous paragraph shall also be applied, as appropriate, to restrict the obligation to pay for futile expenses in accordance with applicable statutory provisions.
- (d) If the contractual service provided by us is considered a rental agreement under applicable law, our liability will be determined in accordance with the relevant legal provisions.
- (e) The above limitations of liability shall also apply in favour of our vicarious agents.

- (f) In the event that the goods we deliver are resold by the customer or one of their customers to an end consumer, the customer's warranty rights shall adhere to statutory provisions. However, we will only be liable for damages if the customer has not entered into any agreements with their customer exceeding legally mandated claims for defects, and if the customer has fulfilled their obligation to inspect and report defects in accordance with Section 7.
- (g) Our liability for essential third-party products is limited to assigning liability claims for defects against the supplier of the third-party product, except in cases where such assigned claims are unenforceable in court or if it would be unreasonable for the customer to pursue such claims.
- (h) The payment of damages shall be made without acknowledging any legal obligation.

## **10. Statute of limitations**

- (a) The general limitation period for claims arising from material defects and defects of title shall be one year from delivery, except where a longer period is required by law. If acceptance is agreed, the limitation period for claims arising from material defects and defects of title shall be one year from acceptance. Otherwise, the limitation period shall be one year from delivery.
- (b) If the goods are a building or an item that has been used for a building in accordance with its usual use and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with the applicable statutory regulation. Other special statutory provisions on the statute of limitations shall also remain unaffected.
- (c) Claims arising from faulty advice, defined with in 6 (a) shall be subject to a limitation period which starts at the end of the consulting services, but no later than upon issuance of the final invoice. The provisions under paragraph 6 (b) shall apply mutatis mutandis.
- (d) The above limitation periods also apply to contractual and non-contractual claims for damages by the buyer based on a defect in the goods unless the application of the regular statutory limitation period in the relevant jurisdiction would lead to a shorter limitation period in individual cases. Claims for damages within the scope of fault-based liability in the event of intent and gross negligence, for damages resulting from injury to life, limb, or health, as well as under any applicable product liability laws, shall become statute-barred exclusively in accordance with the statutory limitation periods in the relevant jurisdiction.

## **11. Data protection**

- (a) Please read our Privacy and Cookie Policy at <https://www.flintec.com> to understand how we collect and process your personal information or personal data.

## **12. Industrial property rights and copyrights**

- (a) The documents provided by us as part of an offer remain our property and should not be disclosed to third parties without our prior consent, except if they have already been published by us. We retain full ownership and copyright of cost estimates, drawings, and other documents ("documents") that are provided, which may not be used or exploited without our authorization.

Any documents that are not publicly available may only be disclosed to third parties with our prior consent and must be returned to us promptly if the order is not placed.

- (b) We provide software to the customer for use within the scope of the contract, but this does not confer exclusive rights of use. We retain the right to use the software and documentation ourselves, and to provide it to other users. Use of the software outside of the customer's business operations or beyond the scope of the contract is prohibited. Sub-licensing or assignment of usage rights requires our prior consent.
- (c) The customer may only use the software in accordance with applicable copyright laws and regulations and any applicable license agreement. Duplication of the software is only permitted to the extent allowed by law. The creation of a backup copy is allowed. Any revision, translation, or conversion of the object code into the source code requires the prior written consent of the provider. The customer is not entitled to access or use the source code unless explicitly authorized by the provider or applicable license agreement.
- (d) The customer agrees not to remove or alter the manufacturer's information, including copyright notices, without our prior written consent. This applies to all forms of the goods and related materials, whether physical or digital.
- (e) The customer is not granted any other rights beyond those expressly stated in this contract. All other rights, including but not limited to intellectual property rights, remain solely with us. Any unauthorized use or infringement of our rights will be subject to legal action.

### **13. Place of jurisdiction and performance**

- (a) The place of performance and exclusive jurisdiction for all disputes, whether direct or indirect, including those related to deeds, bills of exchange or cheques, in commercial transactions shall be determined according to our registered office or the court responsible for it in accordance with applicable laws, unless otherwise specified in the order confirmation. We reserve the right to initiate legal proceedings at the customer's general place of jurisdiction if deemed necessary. Such jurisdictional provisions shall apply both domestically and internationally.
- (b) The law governing these General Terms and Conditions and all legal relationships between us and the customer shall be the law of the jurisdiction where our company is registered, to the exclusion of any principles of conflicts of laws or international uniform law, including the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### **14. Miscellaneous, export, installation and approvals, transferability**

- (a) The goods supplied by us may be subject to export control regulations of the country of origin. Export from the country of origin may require the prior authorization of the relevant regulatory body. It is the responsibility of the customer to ensure compliance with these regulations and to obtain any necessary authorizations for the export of the goods.

- (b) If a certificate of conformity is required when importing goods into a specific jurisdiction, the customer is responsible for procuring it, unless we are legally or contractually obliged to do so. We undertake to inform the customer in good time of the absence of a certificate of conformity.
- (c) The transfer of the rights and obligations arising from the contractual relationship to third parties by the customer is subject to our prior written consent.

## **15. Validity of Entrepreneurial Legal Transactions Clause**

- (a) These General Terms and Conditions are intended for business transactions between two entrepreneurs. If, However, the customer is a customer, the terms and conditions shall apply only to the extent that they do not conflict with consumer protection laws.
- (a) In the event that any provision of these terms and conditions is found to be invalid, ineffective, void, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid, ineffective, void, or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the original provision in terms of its legal and economic effect. This provision applies to all other terms and conditions of the contract except for these General Terms and Conditions themselves. Furthermore, if there is any gap in the contract that needs to be filled, the parties shall work together in good faith to supplement the agreement in a manner consistent with its original intent.