

General Terms and Conditions for Work and Services, as well as the Sale of Goods at PFINDER KG



A. General provisions

1. Scope of application, form

- 1.1 These General Terms and Conditions (hereinafter referred to as the “GTC”) shall apply to all business relationships between PFINDER KG, Rudolf-Diesel-Straße 14, 71032 Böblingen (hereinafter “PFINDER”) and its customers (customer and PFINDER hereinafter also referred to individually as a “party” and jointly as the “parties”). These GTC shall only apply if the customer is an entrepreneur (Section 14 German Civil Code [BGB]), a legal entity under public law or a special fund under public law.
- 1.2 These GTC shall apply, in particular, to contracts pertaining to (i) the provision of services and (ii) the sale and/or delivery of movable goods (hereinafter “goods”) – irrespective of whether PFINDER manufactures the goods itself or purchases these from suppliers (Sections 433, 650 German Civil Code [BGB]) ([i] and [ii] understood jointly as “contractual services”). The “services” of PFINDER shall be understood as services and work in connection with the coating of components for preservation – such as the creation of systems, nozzles, feasibility studies and simulations – if commissioned by the customer in individual cases. The special provisions of Clause B shall also apply to services.
- 1.3 Unless otherwise agreed, these GTC shall apply in the version valid at the time of the customer’s order, in any case in the version last communicated to the customer in text form, as a framework agreement, including for similar future contracts, without PFINDER having to refer to the validity of these GTC again in each individual case.
- 1.4 These GTC shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if (and to the extent that) PFINDER has expressly agreed to their validity in writing or text form (e.g. letter or e-mail). This requirement of consent shall apply in any case, e.g. even if PFINDER renders said contractual services to the customer without reservation in the knowledge of the customer’s general terms and conditions.
- 1.5 Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTC. Subject to proof to the contrary, a contract or confirmation from PFINDER in writing or text form (e.g. letter or e-mail) shall be decisive for the content of such agreements.

1.6 Legally relevant declarations and notifications by the customer pertaining to the contract (e.g. the setting of a deadline, notification of defects, withdrawal or reduction) must be made in writing or text form (e.g. letter or email). Statutory formal requirements and further evidence, in particular, in the event of doubts about the legitimacy of the declarant, shall remain unaffected.

1.7 References to the validity of statutory provisions shall be for clarification purposes only. Even without such clarification, the statutory provisions shall, therefore, apply unless they are directly amended or expressly excluded in these GTCS.

2. Conclusion of contract

2.1 Offers from PFINDER shall – unless otherwise stated – always be subject to change and non-binding. This shall also apply if PFINDER has provided the customer with catalogs, technical documentation – such as drawings, plans, calculations, references to DIN standards, other product descriptions or documents (including in electronic form).

2.2 The customer's order for contractual services shall be deemed a binding offer by the customer to conclude a contract. Unless otherwise stated in the order, PFINDER shall be entitled to accept the customer's offer within ten (10) working days of receipt of the order. "**Working days**" within the meaning of these GTC shall be understood as all days from Monday to Saturday – with the exception of public holidays at PFINDER's registered office. PFINDER shall generally accept the customer's offer either by order confirmation (e.g. letter or e-mail) or by rendering said contractual services. PFINDER's order confirmation shall be regarded as a binding acceptance unless PFINDER declares otherwise in the order confirmation.

2.3 Should PFINDER have explicitly sent a binding offer to the customer in an individual case, the customer shall be entitled to accept PFINDER's offer within ten (10) working days of receipt of the offer, unless PFINDER specifies a different acceptance period in the individual case.

2.4 The subject matter of the contract shall be the contractual services listed in PFINDER's order confirmation. Subsequent to an order confirmation by PFINDER, changes and additions to the contract requested by the customer shall only be possible following a separate agreement between the customer and PFINDER.

3. Remuneration and terms of payment

3.1 The remuneration stated in the order confirmation (or, in the absence of an order confirmation, in the offer) from PFINDER plus statutory VAT shall apply to the contractual services.

- 3.2 Unless otherwise stated, the remuneration shall apply plus any ancillary costs (in particular, costs attributable to proper packaging, customs, transport costs – including any transport and liability insurance – costs of travel to and from the place of performance – including accommodation costs and expenses – allowances for overtime, late work, night work, work on Sundays and public holidays, additional allowances granted in view of the severity of work undertaken).
- 3.3 The customer may also order the packaging and shipping of the goods when placing the order. PFINDER shall indicate the price for packaging and shipping the goods to a delivery address specified by the customer (doorstep or agreed unloading point) on the offer to the customer (Clause 2.1), or it shall inform the customer of the price on request. Any customs duties, fees, taxes and other public charges shall be borne by the customer in all cases.
- 3.4 Unless otherwise agreed, the set remuneration shall be due in the agreed currency in accordance with the status of service provision. PFINDER shall invoice the customer accordingly.
- 3.5 Payments shall become due without deduction within 14 calendar days of invoicing (hereinafter “payment period”), and shall be made to the PFINDER account specified in the invoice.
- 3.6 The customer shall be deemed to be in default without a reminder if he has not made payment within the payment period. During the period of default, interest shall be charged on the remuneration at the applicable statutory default interest rate. PFINDER hereby reserves the right to assert further claims for damages caused by delay. For merchants, any claim to commercial maturity interest (Section 353 German Commercial Code [HGB]) shall hereby remain unaffected.
- 3.7 Should the customer not meet its payment obligation, fail to meet it properly or fails to meet it on time, or if circumstances become known which cast doubt on the customer’s creditworthiness, PFINDER shall be entitled to declare outstanding payments by the customer due for payment immediately. The same shall apply if the customer is no longer able to conduct business in an orderly manner, in particular, if the customer is subject to seizure or if an application is made for insolvency proceedings.
- 3.8 PFINDER shall accept payment on account as a method of payment. A payment shall be deemed to have been made when PFINDER can dispose of the amount in question. Any default in payment by the customer shall only end upon receipt of payment in PFINDER’s account.
- 3.9 The customer shall only be entitled to set-off or retention rights to the extent that his claim has been legally established or is undisputed. This shall not apply to the customer’s rights of retention based on counterclaims of the customer arising from the same contractual relationship. In the event of a defect in delivery, the customer’s counter-rights, in particular, in accordance with Clause 7 of these GTC, shall remain unaffected.

3.10 Should it become apparent subsequent to the conclusion of contract (e.g. through an application for the opening of insolvency proceedings) that PFINDER's claim to remuneration is deemed to be jeopardized by the customer's inability to pay, PFINDER shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (Section 321 German Commercial Code [BGB]). In the case of contracts pertaining to the manufacture of non-fungible items (custom-made products), PFINDER may declare its withdrawal immediately; the statutory provisions governing the expendability of setting a deadline shall remain unaffected.

4. Delivery of goods, transfer of risk, acceptance, default of acceptance

4.1 Goods shall be delivered ex PFINDER's warehouse (Ex Works PFINDER, Incoterms 2020), which shall also be the place of performance (Section 269 (1) German Civil Code [BGB]) for the delivery and any subsequent performance. At the customer's request and expense, PFINDER shall ship the goods to another destination (sale to destination). Unless otherwise agreed, PFINDER shall be entitled to determine the type of shipment (in particular, the transport company, shipping route and packaging) itself. The customer is responsible for taking out transport insurance cover at his own expense.

4.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods – as well as the risk of delay – shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. The prevailing statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. Should the customer be in default of acceptance, this shall be deemed equivalent to handover or acceptance.

4.3 Should the customer be in default of acceptance, should he fail to cooperate or if the delivery of the goods is delayed for other reasons for which the customer is deemed responsible, PFINDER shall be entitled to demand compensation for the resulting damage (e.g. storage costs). For this, PFINDER shall charge the customer a lump-sum compensation of 0.5% of the invoice amount (net) of the goods for which the customer is in default of acceptance, for each week of delay – but no more than a total of 5% of the invoice amount. Proof of higher damages and PFINDER's statutory claims (in particular, reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; the lump-sum compensation shall be offset against any further claims for damages. The customer shall be entitled to prove that PFINDER has suffered no loss at all or only a significantly lower loss than the flat-rate compensation.

5. Performance dates and deadlines, delay in performance

- 5.1 Dates and deadlines for the contractual services promised by PFINDER shall only ever be approximate. They shall be understood as non-binding for PFINDER as expected dates and deadlines, unless a fixed deadline or a fixed date has been expressly promised by PFINDER or agreed between the parties.
- 5.2 PFINDER may – without prejudice to the customer’s rights arising from default – demand that the customer extend (or postpone) agreed deadlines and dates by the period in which the customer fails to meet its contractual obligations to PFINDER, in particular, fails to provide the necessary cooperation.
- 5.3 PFINDER shall not be liable for impossibility of performance of the contractual service or for delays if (and insofar as) these are attributable to force majeure. Force majeure shall be understood to mean any event beyond PFINDER’s control that was unforeseeable at the time the contract was concluded, in particular, operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of skilled labor, energy or raw materials, issues in obtaining necessary official permits, official measures or pandemics and epidemics. Should such events render it significantly more difficult (or even impossible) for PFINDER to provide the contractual service and the hindrance is not merely of a temporary nature, PFINDER shall be entitled to withdraw from the contract. In the event of hindrances of a temporary duration, the delivery dates and delivery periods shall be extended (or postponed) by the period of the hindrance plus a reasonable start-up period.
- 5.4 Should PFINDER be unable to meet binding deadlines or dates for reasons for which PFINDER is not responsible (in particular, non-availability of the goods), PFINDER shall inform the customer of this immediately and, at the same time, inform the customer of the expected new deadline or the expected new date. Should PFINDER also be unable to provide the contractual service within the new period or on the new date, PFINDER shall be entitled to withdraw from the contract in whole or in part; PFINDER shall immediately reimburse any consideration already provided by the customer. The non-availability of goods in this sense shall be deemed to be, in particular (i) the failure of PFINDER’s suppliers to deliver to PFINDER in good time if PFINDER has concluded a congruent hedging transaction or (ii) if neither PFINDER nor its suppliers are at fault.
- 5.5 PFINDER shall be entitled to make partial deliveries, provided that the customer is not unreasonably disadvantaged by this. Additional shipping costs caused by partial deliveries shall be borne by PFINDER.

5.6 The customer's rights pursuant to Clauses 7 and 9 of these GTC and the statutory rights of PFINDER – in particular, in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance) – shall remain unaffected.

6. Retention of title

6.1 Goods delivered to the customer (reserved goods) shall remain the property of PFINDER until all claims to which PFINDER is entitled vis-a-vis the customer now (or in the future) have been fulfilled – including all current account balance claims.

6.2 Should the customer act in breach of contract – in particular, if he is in default of payment of a payment claim – PFINDER shall have the right to withdraw from the contract after PFINDER has set a reasonable deadline for performance. The transportation costs incurred for the return shall be borne by the customer. Should PFINDER take back the reserved goods, this shall not in itself constitute a withdrawal from the contract; PFINDER shall rather be entitled to merely demand the return of the goods and reserve the right to withdraw from the contract. PFINDER may utilize reserved goods taken back by PFINDER. The proceeds of any realization shall be offset against the amounts owed by the customer to PFINDER after PFINDER has deducted a reasonable amount for the costs of the realization.

6.3 The customer must treat the reserved goods with care. He must insure them adequately at his own expense against fire, water and theft at replacement value. Should maintenance and inspection work become necessary, the customer must carry it out in good time at his own expense.

6.4 The customer shall be entitled to use the reserved goods and to resell them in the ordinary course of business as long as he is not in default of payment. However, he may not pledge the reserved goods or assign them by way of security. The customer hereby assigns to PFINDER in full, by way of security, the customer's claims for payment against its customers arising from the resale of the goods subject to retention of title and those claims of the customer in respect of the goods subject to retention of title, which arise vis-a-vis its customers or third parties for any other legal reason (in particular, claims in tort and claims for insurance benefits), including all current account balance claims. PFINDER hereby accepts this assignment.

6.5 The customer may collect these claims assigned to PFINDER for its account in its own name on behalf of PFINDER, as long as PFINDER does not revoke this authorization. This shall not affect PFINDER's right to collect these claims itself; however, PFINDER shall not assert the claims itself and shall not revoke the direct debit authorization, as long as the customer duly meets its payment

obligations. However, if the customer acts in breach of contract – in particular, if it is in default of payment of a claim for payment – PFINDER may demand that the customer informs PFINDER of the assigned claims and the respective debtors, that he informs the respective debtors of the assignment and hands over to PFINDER all documents and provides all information required by PFINDER, in order to assert said claims.

- 6.6 Any processing or transformation of the reserved goods by the customer shall always be carried out for PFINDER. Should the reserved goods be processed with other items that do not belong to PFINDER, PFINDER shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the new item created by processing as to the reserved goods.
- 6.7 Should the reserved goods be inseparably combined (or mixed) with other items not belonging to PFINDER, PFINDER shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other combined (or mixed) items at the time of said combination or mixing operation. Should the goods subject to retention of title be combined (or mixed) in such a way that the CUSTOMER's item is to be regarded as the primary item, the parties hereby agree that the customer shall transfer proportionate co-ownership of this item to PFINDER. PFINDER hereby accepts this transfer. The customer shall hold the resulting sole ownership or co-ownership of an item in safekeeping for PFINDER.
- 6.8 In the event of seizure of the reserved goods by third parties or another form of intervention by third parties, the customer must draw attention to PFINDER's ownership and must inform PFINDER immediately in writing so that PFINDER can enforce its ownership rights. Should the third party be unable to reimburse PFINDER for court-related (or out-of-court) costs incurred in connection herewith, the customer shall be liable for these.
- 6.9 Should the customer so request, PFINDER shall be obligated to release the securities to which PFINDER is entitled to the extent that their realizable value exceeds the value of PFINDER's outstanding claims against the customer by more than 10%. PFINDER shall be entitled to select the collateral to be released.

7. Warranty rights of the customer

- 7.1 PFINDER hereby warrants the agreed quality of goods and services. Unless expressly agreed, PFINDER shall not warrant that the goods or work performance are suitable for the use intended by the customer.

- 7.2 All prevailing statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery, as well as improper assembly/installation or defective assembly instructions), unless otherwise specified below. The special statutory provisions on the sale of consumer goods (Section 474 et seq. German Civil Code [BGB]) shall remain unaffected in all cases, in particular, in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has further processed them (supplier recourse pursuant to Section 478 German Civil Code [BGB]). Claims arising from supplier recourse shall be excluded if the defective goods have been further processed by the customer or another entrepreneur (e.g. by installation in another product). In all instances, the customer's rights arising from separately issued guarantees shall remain unaffected. Unless expressly agreed otherwise in writing (Section 126 German Civil Code [BGB]), PFINDER shall not assume any guarantees.
- 7.3 All product descriptions and manufacturer's specifications that are the subject of the individual contract or were made public by PFINDER (in particular, in catalogs or on PFINDER's website) at the time the contract was concluded shall be deemed to be an agreement pertaining to the quality of the goods within the meaning of Clause 7.1. If a requisite quality has not been agreed, it is to be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 [3] German Civil Code [BGB]). Public statements made by the manufacturer or on its behalf, in particular, in advertising or on the label of the goods, shall take precedence over statements made by other third parties.
- 7.4 Should the goods or work performance be deemed defective, PFINDER may choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) or producing a new work. PFINDER's right to refuse subsequent performance under the statutory conditions shall remain unaffected.
- 7.5 If a repair or replacement delivery is not possible or is refused or does not take place or fails for other reasons for which PFINDER is responsible within a reasonable period determined by the customer – if necessary – the customer may, at his discretion, withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. However, there shall be no right of withdrawal in the event of an insignificant defect.
- 7.6 PFINDER shall be entitled to make the subsequent performance owed dependent on the customer paying the remuneration due. However, the customer shall be entitled to retain a reasonable part of the remuneration in proportion to the defect.
- 7.7 The customer must provide PFINDER with the time and opportunity required for the subsequent performance owed, in particular, to hand over the rejected goods or work performance for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to PFINDER – at PFINDER's request – concurrently with the replacement delivery; however, the customer shall have no right of return. Subsequent performance shall not include the

dismantling, removal or disassembly of the defective item or the installation, attachment or installation of a defect-free item if PFINDER was not originally obligated to perform these services; the customer's claims for reimbursement of corresponding costs ("dismantling and installation costs") shall remain unaffected.

- 7.8 PFINDER shall reimburse the expenses required for the purpose of inspection and subsequent performance, in particular, transport, travel, labor and material costs, in accordance with the statutory provisions if a defect actually exists. Otherwise, PFINDER may demand compensation from the customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular, inspection and transport costs), unless the lack of defectiveness was not recognizable to the customer.
- 7.9 The customer's warranty rights shall lapse if the customer modifies the goods/work or has them modified by third parties without PFINDER's consent, and this renders it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the change.
- 7.10 Claims by the customer for reimbursement of expenses in accordance with Section 445a (1) German Civil Code (BGB) are hereby excluded unless the last contract in the supply chain concerns a consumer goods purchase (Sections 478, 474 German Civil Code [BGB]) or a consumer contract for the provision of digital products (Sections 445c Sentence 2, 327 [5], 327u German Civil Code [BGB]).
- 7.11 Claims by the customer for damages or compensation in relation to futile expenses shall only exist in accordance with the provisions of Clauses 9 and 10, even in the case of defects, and are otherwise excluded.

8. Incoming goods inspection

- 8.1 The customer's claims for defects in the goods in accordance with Clause 7 presuppose that he has complied with his statutory inspection and complaint obligations (Sections 377, 381 German Commercial Code [HGB]). In the case of goods intended for installation, an inspection must always be performed immediately prior to installation.
- 8.2 Should a defect become apparent during delivery, inspection or at any later time, the customer must notify PFINDER of this immediately in writing or in text form. In any case, obvious defects must be reported in writing within three (3) working days of delivery and defects not recognizable during the inspection within the same period from discovery.

8.3 Should the customer fail to perform the proper inspection and/or report defects, PFINDER's liability for the defect not reported, or not reported in good time, or not reported properly shall be excluded in accordance with statutory provisions.

9. Liability

9.1 PFINDER shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions, unless otherwise stated in these GTC including the following provisions.

9.2 PFINDER shall be liable for damages – irrespective of the legal grounds – within the scope of culpable liability in the event of intent and gross negligence. In the event of simple negligence, PFINDER shall only be liable – subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty) – for

- a) damages resulting from injury to life, limb or health,
- b) damages arising from the breach of an essential contractual obligation (i.e. an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer regularly relies and may rely); in this case, however, liability shall be limited to compensation for foreseeable, typically occurring damages.

9.3 The limitations of liability resulting from Clause 9.2 shall also apply in the event of breaches of duty by or in favor of persons whose fault PFINDER is responsible for in accordance with the statutory provisions. They shall not apply if PFINDER has fraudulently concealed a defect or has assumed a guarantee for the quality of the contractual performance and for claims of the customer under the German Product Liability Act (ProdhG).

9.4 The customer may only withdraw from (or terminate) the contract due to a breach of duty that does not consist of a defect if PFINDER is responsible for the breach of duty. A free right of termination of the customer (in particular, in accordance with Sections 650, 648 German Civil Code [BGB]) is hereby excluded, unless it is a longer-term contract. Longer-term contracts are those with a term of more than 24 months. Otherwise, the statutory requirements and legal consequences shall apply.

9.5 PFINDER hereby accepts no liability and provides no guarantee that the results of a feasibility study or simulation correspond to the real conditions, and that they will be presented under real conditions exactly as shown in the feasibility study or simulation. The reason for this is that the feasibility study or simulation is performed on a purely virtual basis. The representations and calculations of a feasibility study or simulation are performed under ideal conditions with the aid

of mathematical and physical models or simplifications. This may lead to the simulated result deviating from the real result on site at the customer (in the factory).

10. Statute of limitations

- 10.1 Notwithstanding Section 438 (1) No. 3 German Civil Code (BGB) and Section 634a (1) No. 1 German Civil Code (BGB), the general limitation period for warranty claims of the customer shall be one (1) year from delivery or acceptance. In deviation from Section 195 German Civil Code (BGB), the regular limitation period within the framework of Section 634a (1) No. 3 German Civil Code (BGB) shall also be one (1) year. The provision governing the commencement of the regular limitation period (Section 199 (1) German Civil Code [BGB]) shall hereby remain unaffected.
- 10.2 Should the goods concern a building or an item that has been used for a building in accordance with its normal use, and this has caused its defectiveness (building material), the limitation period shall be five (5) years from delivery in accordance with the statutory provisions (Section 438 (1) No. 2 German Civil Code [BGB]). The same shall apply if the service is a building or a work, the success of which consists in the provision of planning or monitoring services for this (Section 634a (1) No. 2 German Civil Code [BGB]). Other special statutory provisions on the statute of limitations (in particular Section 438 [1] No. 1, [3], Section 634a [3], Sections 444, 445b German Civil Code [BGB]) shall also hereby remain unaffected.
- 10.3 The limitation periods according to this Clause 10. shall also apply to contractual and non-contractual claims for damages of the customer based on a defect in the goods or work performance, unless the application of the regular statutory limitation period (Sections 195, 199 German Civil Code [BGB]) would lead to a shorter limitation period in individual cases. Claims for damages by the customer in accordance with Clause 9.2 Sentence 1 and 9.2 Sentence 2 lit a, as well as in accordance with the German Product Liability Act (ProdHG) shall lapse exclusively in accordance with the statutory limitation periods.

11. Subcontractors

- 11.1 PFINDER shall be entitled to have the contractual services rendered in whole or in part by third parties. The customer's consent shall not be required for this.

12. Confidentiality

12.1 The customer shall be obligated to treat confidential information from PFINDER as strictly confidential. "Confidential information" shall be understood, in particular, as business and trade secrets, expertise, technical data, software (including source text and machine code), drawings, samples, specifications, data sheets, technical reports, maintenance manuals, marketing and sales methods, designs, instructions, working methods, work processes, strategies, technologies, information, identity of (and information about) employees, customers, suppliers, vendors, distributors and sales representatives, information about PFINDER's business activities, customers of PFINDER, parent companies, subsidiaries and affiliates of PFINDER, personal data of any natural person employed by PFINDER and any information that is marked as confidential or is considered confidential by its nature, provided that it has a commercial value, PFINDER has a legitimate interest in keeping it confidential and it is either appropriately marked as confidential by PFINDER or the legitimate interest in confidentiality arises either from the nature of the information or the nature of the disclosure, respectively.

12.2 The customer shall be obligated

- a) to keep all confidential information of PFINDER strictly secret, to treat it as strictly confidential and to use it exclusively in connection with the performance of the contract with PFINDER,
- b) to only disclose PFINDER's confidential information to persons employed by (or working for) PFINDER who need to know such information, in order to fulfill their obligations under the contract with PFINDER, provided that the customer ensures that these persons comply with the obligations under this Clause 12 as if they themselves were bound by them, and
- c) to take reasonable measures to protect PFINDER's confidential information and to prevent the disclosure, unauthorized access and unauthorized use of PFINDER's confidential information; without limiting the foregoing, the customer shall take at least such measures as it takes to protect its own confidential information of a similar nature, but no less than generally reasonable measures to exercise due care required in the course of business.

12.3 The aforementioned obligation to maintain confidentiality shall not apply if (and to the extent that) the customer proves that (i) the information was already in the public domain at the time of receipt (or became public knowledge after the time of receipt through no fault of the customer), (ii) was already known to the customer at the time of receipt, (iii) was lawfully made available to the customer by a third party, (iv) PFINDER has consented to the disclosure, (v) the recipient of the confidential information is obligated to maintain confidentiality under professional law, or (vi) the customer is obligated to disclose PFINDER's confidential information in the context of legal proceedings or other official proceedings. In the latter, the customer must inform PFINDER

immediately and assist in preventing (or restricting) the disclosure within the scope of the legal possibilities.

- 12.4 The customer shall return PFINDER's confidential information to PFINDER upon request, but at the latest subsequent to termination of the contract with PFINDER without being asked, with written confirmation that no copies will be retained, unless PFINDER has expressly permitted further use. All files or other types of storage are to be permanently deleted with the proviso that copies required for documentation purposes and information on the regular data backup are not covered by this. These shall remain subject to confidentiality.
- 12.5 The obligation to maintain confidentiality shall not end upon termination of the contract, but shall remain in force for a period of five (5) years.
- 12.6 The customer shall not be permitted to name PFINDER as a reference without the prior written consent of PFINDER.

13. Final provisions

- 13.1 These GTC and the contractual relationship between PFINDER and the customer shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular, the UN Convention on Contracts for the International Sale of Goods, and to the exclusion of private international law.
- 13.2 The exclusive place of jurisdiction for all disputes arising directly (or indirectly) from – or in connection with – the contractual relationship shall be Böblingen. However, PFINDER shall also be entitled to bring legal action at the customer's general place of jurisdiction.
- 13.3 Amendments and supplements to these GTC – including this provision – must be made in writing, in order to be effective. The written form shall also be preserved by a qualified electronic signature.
- 13.4 Should any provision of these GTC be or become invalid, ineffective or unenforceable in whole or in part, or should a necessary provision not be included, the validity and enforceability of all other provisions of these GTC shall not be affected. The invalid, ineffective or unenforceable provision or the loophole shall be replaced by a legally permissible provision that corresponds as closely as possible to what the parties intended (or would have agreed) in accordance with the meaning and purpose of these GTC if they had recognized the invalidity or loophole in question. It is the express intention of the parties that this severability clause does not merely result in a reversal of the burden of proof, but that Section 139 German Civil Code (BGB) is hereby waived in its entirety.

13.5 The customer shall not be entitled to transfer and/or assign rights and obligations arising from the contractual relationships binding the parties to third parties without the prior written consent of PFINDER. This prohibition of assignment shall not apply to monetary claims.

B. Special provisions for benefits

For services rendered by PFINDER (Clause 1.2), the following special provisions shall apply in addition to the general provisions in Part A.

14. Subject matter of the contract, provision of services, delivery

14.1 The subject matter of the contract pertains to PFINDER's services in connection with the coating of components for preservation, as agreed in detail by the parties.

14.2 The details of the service provision – such as service objectives, subject matter of the service, scope of the service, service content, service locations and professional and technical framework conditions – are hereby set out in PFINDER's order confirmation or in a separate document.

14.3 PFINDER shall render the services professionally, in compliance with the generally recognized rules and the latest (and relevant) standards of technology at the time the service is provided.

14.4 PFINDER shall essentially be free to choose the place of performance and the organization of working hours. Should the performance of a service require the presence at a specific location, PFINDER shall provide the service at this location after consultation with the customer.

14.5 The organization of the provision of services and the right to issue instructions to PFINDER's employees shall be the sole responsibility of PFINDER. This shall also apply if the services are provided on the customer's premises.

14.6 Unless otherwise expressly agreed, PFINDER shall be entitled to transmit the work results to the customer in electronic form. "Work results" shall be all works created individually by PFINDER for the customer, as well as the associated documentation. "Documentation" shall be all information that the customer requires, in order to be able to use the work results as intended.

15. Obligations of the customer to cooperate and provide information

15.1 The customer shall perform all acts of cooperation required to ensure that PFINDER can render the services properly and on time at its own expense.

- 15.2 In particular, the customer shall provide PFINDER with all necessary information and data in a suitable manner and quality (in particular, CAD data must be transmitted as closed volume components). Unless otherwise specified by PFINDER, the customer shall provide PFINDER with the information and data in digital form.
- 15.3 The customer shall be responsible for ensuring that all data and information is provided in good time and is complete and correct.
- 15.4 PFINDER and any third parties engaged by PFINDER may use (and rely on) all information and data provided by the customer without verification.
- 15.5 The customer must inform PFINDER immediately of any issues, concerns or differences of opinion with regard to the services.
- 15.6 The customer shall bear any disadvantages and additional costs incurred by PFINDER as a result of the customer culpably breaching the above obligations to cooperate and provide information. PFINDER's additional legal remedies and claims shall hereby remain unaffected. In particular, PFINDER shall also not be responsible for defects in performance and delays resulting from the customer's failure to perform the above obligations in accordance with the contract.
- 16. Acceptance of work services, inspection for defects**
- 16.1 The customer must accept work services within two (2) weeks of receipt of the request for acceptance and provision of the service by PFINDER and draw up a written acceptance report.
- 16.2 The customer must check that the work-related services are in accordance with the contract and report any defects immediately. In the event of a notification of defects, PFINDER shall examine these and rectify any defects notified within the scope of the customer's warranty rights (see Clause 7).
- 16.3 Work services shall be deemed accepted if the customer does not refuse acceptance in writing due to significant defects within two (2) weeks of receipt of the request for acceptance by PFINDER or if the customer uses the service commercially in whole or in part, with the exception of use within the scope of acceptance. Minor defects shall not entitle the customer to refuse acceptance.
- 16.4 PFINDER shall be entitled to provide self-contained partial services for acceptance.

17. Rights of use

- 17.1 The customer shall receive a non-exclusive right of use (unlimited in terms of time, location, materiality and content) – including the right to sublicense – to all results that PFINDER develops for it (hereinafter “development results”), in particular, nozzle developments or feasibility studies. The expertise contained in the development results shall be understood as PFINDER’s confidential information.
- 17.2 If a development result is accessible to a registered property right, only PFINDER shall be entitled to file an application. The customer’s right of use granted under 17.1 shall hereby remain unaffected.
- 17.3 The customer shall not receive any rights to the manufacturing process. These shall remain exclusively with PFINDER.
- 17.4 The customer shall be obligated to state and identify PFINDER’s origin and authorship of the development results, including to third parties.

18. Term and termination

- 18.1 Should the parties not have agreed a fixed term for services, the contract may be terminated by either party with three (3) months’ notice to the end of a calendar quarter. The right of termination pursuant to Section 627 German Civil Code (BGB) is hereby excluded.
- 18.2 Should the subject of the contract be a work performance, the customer’s free right of termination (Section 648 German Civil Code [BGB]) is hereby excluded, unless it is a long-term contract. Longer-term contracts are those with a term of more than 24 months.
- 18.3 The contract may be terminated by either party without notice for good cause. Good cause entitling PFINDER to extraordinary termination shall be deemed to exist, in particular, if (i) the customer is in default of payment and a reasonable deadline set by PFINDER has expired without result, (ii) insolvency proceedings or comparable proceedings for the settlement of debts relating to the customer’s assets are applied for, (iii) a significant deterioration in the customer’s financial circumstances occurs (or threatens to occur) and this jeopardizes the fulfilment of a payment obligation vis-a-vis PFINDER, or (iv) the customer is insolvent or over-indebted.
- 18.4 Notice of termination must be given in writing.



19. Warranty

- 19.1 If the subject of the contract pertains to the provision of services, PFINDER hereby assumes no responsibility for a specific service result. PFINDER, therefore, provides no warranty for legal or material defects for services – except in the case of intent or fraudulent intent.
- 19.2 The warranty provisions in accordance with Clause 7 shall apply to work services, unless deviating or supplementary provisions are made below.

19.3 Only the description provided by PFINDER before conclusion of the contract or agreed in a separate document (e.g. in the documentation) shall be decisive for the quality of work results within the scope of a contract for work and services. The information contained therein shall be understood exclusively as a description of services and not as a guarantee.

19.4 PFINDER hereby accepts no liability for errors in the work results

- a. caused by application errors on the part of the customer, unless these are due to incorrect documentation or missing information from PFINDER;
- b. which are based on errors in the data and information provided by the customer;
- c. which are attributable to defects in products from other manufacturers; or
- d. which are based on the fact that the work results have been changed by the customer or third parties without authorization.