

GT&C Conrad Electronic SE **General Terms & Conditions (Business Customers)**

(Fassung vom 01. Januar 2023)

Throughout this document, gender-specific terms may be employed to improve readability. Whenever used, gender-specific terms should be understood as referring to binary and nonbinary genders alike.

§ 1 Scope of Application

(1) The present Terms and Conditions shall govern all deliveries, services and quotations provided by Conrad Electronic SE, Klaus Conrad Strasse 1, 92240 Hirschau, Germany (hereinafter referred to as “the Seller”). These Terms and Conditions shall form an integral part of any contract entered into by the Seller and his business partners (hereinafter referred to as “the Contracting Party”). Moreover, the present Terms and Conditions shall also apply to any future deliveries, services and quotations provided by the Seller, and shall not require a renewed agreement between the two contractual parties.

(2) If the Contracting Party requests the use of services provided by the Seller in addition to placing and order for goods or products, the terms and conditions that govern the requested service shall apply. Individual terms and conditions for each service are available on the respective service description pages and shall apply in conjunction with the present General T&Cs.

(3) Any Terms and Conditions stipulated by the Contracting Party, or by any third party, shall not apply. This shall also include transactions in which the Seller did not object such Terms and Conditions individually. Moreover, the Seller referring to a written communication from the Contracting Party, or from a third party, that contains Terms and Conditions stipulated by the Contracting Party, or by a third party, shall not constitute the Seller’s acceptance of such Terms and Conditions.

§ 2 Quotations and Contract Formation

(1) Unless explicitly stated otherwise, any quotation provided by the Seller shall be deemed non-obligatory and non-binding. The Seller shall confirm purchase orders no later than fourteen (14) days after the order has been placed by the Contracting Party.

(2) Business relationships between the Contracting Party and the Seller shall be exclusively governed by a written contractual purchase agreement (hereinafter referred to as the “Contract”) signed by both parties that includes the present General Delivery Terms and Conditions. The Contract shall duly reflect all contractual obligations agreed between the both parties. No prior oral agreement applies. Moreover, and unless otherwise agreed, the Contract shall supersede any oral agreements between the two parties.

(3) The Contract as well as the present Delivery Terms and Conditions may be modified or amended by a written agreement signed by both parties. This may include passing a signed copy of the

Agreement on to the other party via electronic mail or fax. With the exception of general managers or authorised signatories representing the Contracting Party, no individual employed or hired by the Contracting Party may enter into oral agreements supplementing or modifying the written Contract.

(4) Unless otherwise agreed, any details provided by the Seller and related to the nature of the supplied goods or services (e. g. weight, dimensions, functionalities, capacities, tolerances and other technical information) as well as any graphical representations (including images, graphs, charts etc) are intended for illustrative purposes only. Any quoted details shall be first and foremost considered product or service descriptions rather than an accurate outline of the properties of the goods or services. Product or service variations customary across industry and trade, alterations as a result of legal requirements or technical improvements, as well as replacing parts or components with parts or components that serve the same purpose shall be permitted as long as such variations, alterations or replacements do not affect the contractually agreed usability, functionality or purpose.

(5) The Seller shall retain the intellectual property rights including the copyright of the provided quotations or cost projections, as well as of images, diagrams, schematic drawings, calculations, brochures, catalogues, scale models, tools, documents and any other enclosed material. The Contracting Party agrees not to replicate, exploit (both, on their own account, or via a third party), publish or disclose any of the above material to any third party without obtaining the Seller's prior consent. Upon the Seller's request, the Contracting Party shall return all provided material and destroy any copies no longer required during orderly business operations. This also applies to cases in which contract negotiations between the two parties eventually prove unsuccessful. However, the Contracting Party may store copies of data provided in electronic form for data back-up purposes.

§ 3 Pricing and Payment

(1) Prices related to the products and services are listed in purchase order confirmations. Any additional items or services are billed separately. Prices are ex-factory, quoted in EUR, plus packaging and VAT or, if applicable insurance tax and are ex-factory. If the goods are exported, custom duties and other levies may apply. Registered webpage users can log in to their user accounts to view their invoices. Invoices are available for download in the form of a PDF.

(2) If prices have been agreed based on Seller catalogue prices, however, with the delivery date of goods or services scheduled to take place more than four months after the parties have entered into the Contract, the Seller's catalogue prices at the time of delivery shall apply (with an agreed percentage or fixed discount being deducted).

(3) Unless agreed otherwise in writing, all payments due must be made in full within sixteen (16) days, with the effective day of payment being the day on which the Seller has received the payment. Unless otherwise agreed, the Seller shall not be obliged to accept payments by cheque. If the Buyer fails to make a payment by the agreed due date, the Seller may claim statutory interest charged at a rate of 5

percent per annum from the due date onwards. This does not affect both the right to claim interest at a higher rate, or the Contracting Party's liability for damages caused by late payment.

(4) Any set-off of counterclaims made by the Contracting Party, or holding back payment as a result of such counterclaims shall only apply to uncontested or legally established claims, or to claims that arise out of or in connection with the respective order placed by the Contracting Party and being fulfilled by the Seller dispatching the goods in question.

(5) If, after entering into the Contract, the Seller becomes aware of circumstances that may negatively affect the Contracting Party's capability of making the agreed payments significantly, the Seller shall have the right to request advance payment or collaterals before supplying outstanding goods or providing outstanding services. This applies to both individual purchase agreements as well as to all purchase orders governed by a single framework agreement.

§ 4 Delivery and Delivery Times

(1) Order fulfilment shall observe the agreed pricing, relevant shipping terms and any applicable small quantity surcharges, with the goods being dispatched using the delivery and shipping methods requested by the Contracting Party. Full details are available at <https://www.conrad.de/de/service/lieferung-und-abholung/lieferarten.html>. This information may change at any time. Shipping rates for oversized items - which are clearly labelled as such – will incur surcharges.

(2) Unless otherwise agreed, all goods or service delivery dates or times provided by the Seller shall constitute estimates. If fixed shipping dates or delivery times have been agreed between the two contractual parties, such dates or times shall refer to the date and time the goods are passed on to the carrier, forwarder, or to any third party contracted to collect, ship and deliver the goods.

(3) The Seller may request a later delivery date, longer shipping times, or postponing the delivery of goods or services until the Contracting Party has fulfilled the agreed contractual obligations. This does not affect the Seller's right to claim damages as a result of the Contracting Party being in Breach of Contract.

(4) The Seller cannot be held responsible for the shipment of goods or the provision of services being delayed or prevented by exceptional, unforeseen and unavoidable circumstances (force majeure), such as third-party inflicted interruptions of business operations, material and energy sourcing issues, power supply issues, haulage delays, industrial action, lockouts, recruitment difficulties, energy and raw material shortages, difficulties with obtaining legally required permits, government action, and supply chain issues (no or wrong item supplied, supply delays). The Contracting Party shall have the right to terminate the Contract, if above circumstances are not solely of a temporary nature but heavily interfere with, or indeed prevent, the use of the goods or services provided by the Seller. If the impediment caused by above circumstances is of a temporary nature, the Seller may extend the

delivery time to a reasonable extent, or postpone the delivery date until the issue has been resolved. However, in the case of the delivery time extension, or postponement of the delivery of the agreed goods or services, being deemed unreasonable, the Contracting Party may terminate the Contract immediately by giving written notice.

(5) The Seller may split each delivery in multiple shipments only if

- the Contracting Party can utilise the goods contained in each shipment in accordance with the terms agreed in the Contract;
- the Seller has fully ensured the availability of the remaining items;
- splitting shipments does not result in extra costs or effort for the Contracting Party (unless the Seller agrees beforehand to bear such costs).

(6) If, for any reason, the Seller falls into arrears on the delivery of goods or services, or is prevented from delivering the agreed goods or services in the first place, the Seller's liabilities shall be governed by and construed in accordance with §8 of the present Terms and Conditions.

§ 5 Fulfilment, Dispatch, Packaging, Risk Transfer and Acceptance

(1) Unless otherwise agreed, the Seller's registered address, or the address of the party contracted by the Seller to dispatch the order, shall constitute the Place of Fulfilment with regard to all contractual obligations of the two parties. If the Seller has agreed to carry out installation works, the location of such installation works shall represent the Place of Fulfilment.

(2) Sellers shall have the right to choose both shipping method and type of packaging at their due discretion.

(3) Risk transfer shall correspond to the date and time the Seller hands over the goods to the carrier, forwarder, or to any third party contracted to collect, ship and deliver the goods, at the time of the commencement of the cargo loading procedures at the latest. This shall also apply to deliveries split into multiple shipments, or to deliveries that include the provision of additional services, such as shipment or product installation works agreed to be carried out by the Seller. In the case of order dispatches, or the handing over of goods, being delayed as a result of the Contracting Party's actions, risk transfer shall correspond with the day and time the goods are ready to be dispatched, provided that the Seller has notified the Contracting Party of the matter beforehand.

(4) Any goods storage costs arising after risk transfer shall be borne by the Contracting party. If the goods are stored on the Seller's premises, weekly charges at a rate of 0.25 percent of the invoiced goods purchase price apply. Both parties reserve the right to claim, or challenge, lower or additional storage costs, if applicable.

(5) The Seller shall only to arrange for cargo insurance covering all insurable risks of physical loss or damage to goods during transit upon the explicit request of the Contracting Party.

(6) If the Contract stipulates formal Acceptance of Goods, the Contracting Party shall be deemed to have accepted the goods if

- the delivery, and, if applicable, any installation works agreed to be carried out by the Seller has been completed;
- the Seller has requested the Acceptance of Goods by the Contracting Party in accordance with §5(6) of the present Terms and Conditions;
- twelve (12) working days have passed since the dispatch of the goods, or the completion of any agreed installation works, or if six (6) working days have passed since the Contracting Party commenced utilising or exploiting the goods or services provided by the Seller;
- the Contracting Party fails to notify the Seller of a reason other than material defect that significantly impedes, or renders impossible, the use of the goods or services within the above stated period of time.

§ 6 Warranty and Material Defects

(1) The Warranty Period shall cover one (1) year, commencing at the time the goods are dispatched, or, if applicable, at the time the Contracting Party has accepted the goods. However, this shall not exclude or limit the Seller's liability, or the liability of any third party representing the Seller, for death, or personal injury, or for damages as a result of gross negligence or wilful misconduct both of which shall cease as governed by applicable law. In the event of material defects, Statutes of Limitations apply.

(2) The Contracting Party agrees to inspect the goods upon receipt. Goods inspection shall be carried out by the Contracting Party, or by a party employed to inspect the goods on the Contracting Party's behalf. The Seller cannot be held responsible for clearly visible damages or defects which would have been readily identified during a thorough inspection upon receipt, but of which the Contracting Party failed to notify the Seller in writing within a period of seven (7) working days following the receipt of the goods. Moreover, the Seller cannot be held responsible for any other damage or defect identified by the Buyer at a later time, of which the Buyer failed to notify the Seller of within a period of seven (7) days after the damage or defect had been identified. If damage or defects were identified during appropriate use at an earlier time, the notice period shall start at this time. The Contracting Party agrees to keep records of the exact date and the time the goods were received and inspected. Upon request, the Contracting Party shall pass on these records to the Seller, to enable the Seller to fulfil their own contractual obligations towards their third-party suppliers. The Seller may request that damaged or defect goods are returned at the Buyers expense. The Seller agrees to refund return postage costs based on the most economic shipping method available in the case the Contracting Party's claim proves successful. However, this shall not apply to shipping costs that have increased as a result of the goods being kept at a location other than the place designated for the use of the goods.

(3) In the event of material defects, the Seller shall either rectify the faults, or replace faulty items with items without defects or shortcomings. If the Seller is unable or unwilling to repair or replace defective goods, or if rectifying or replacing the faulty items would be unfeasible, or take an unreasonably long time, the Contracting Party shall have the right to terminate the Contract, or to request a lower purchase price.

(4) In accordance with the provisions stipulated in §8 of the present Terms and Conditions, the Contracting Party may claim compensation for damage or defects caused by the Seller.

(5) In the event of defective components manufactured by parties other than the Seller that cannot be repaired due to existing licensing agreements, or other reasons, the Seller may either file a warranty claim with the manufacturer or supplier on behalf of the Contracting Party, or transfer the warranty to the Contracting Party. The Seller shall only be liable for compensation if the claim has been rejected by a court ruling, or if a situation arises where making a claim has no real prospect of success, such as in the event of insolvency. In the case of the above, the Seller's liability shall be governed by and construed in accordance with the present Terms and Conditions. During the process of litigation, Statute of Limitations shall not apply.

(6) Warranties shall be voided if, without obtaining the Seller's prior consent, the Contracting Party, or a third party hired by the Contracting Party, modifies the supplied goods in a manner that either impairs item reparability, or renders the repair of the item impossible. Notwithstanding the above, the Contracting Party agrees to cover any additional repair costs incurred by the modification of the item.

(7) If the contractual obligations include the supply of used or pre-owned goods, no warranties are given for such goods.

(8) Faulty goods sold with a manufacturer's warranty require the Contracting Party to file a claim with the manufacturer first. Only if this claim proves to be unsuccessful, a claim with the Seller may be made. However, this does not apply to products with manufacturer warranties whose terms do not comply with § 6 (1 - 7) of the present Terms and Conditions, or to products with an extended warranty underwritten by the Seller. The Seller agrees to provide any information necessary to help the Contracting Party making a claim with the manufacturer of the product. Claims based on 48-month extended warranties are fully covered by § 443 of the German Civil Code (BGB). Additional customer rights apply.

§ 7 Intellectual Property Rights

(1) In accordance with §7 of the present Terms and Conditions, the Seller shall ensure that the supplied goods are not subject to copyright or other intellectual property rights held by a third party. Both parties agree to instantly notify the other party in writing if a claim of infringement of copyright, or of any other intellectual property rights, is made against one of the parties.

(2) If goods supplied by the Seller violate the intellectual property rights of a third party, the Seller shall, at his expense, either modify the respective goods in a manner that prevents such an infringement whilst still ensuring the presence of the contractually agreed features or functions, or arrange for a Licensing Agreement between the Contracting Party and the third-party intellectual property holder, giving the Contracting Party the right to use the goods. If the Seller is unable to broker a Licensing Agreement within a reasonable period of time, the Contracting Party shall have the right to terminate the Contract, or request a lower purchase price. If applicable, any Seller liabilities shall be governed by and construed in accordance with §8 of the present Terms and Conditions.

(3) In the event of intellectual property right infringements caused by goods manufactured or supplied by third parties, the Seller may lodge a claim for damages against the manufacturer/supplier of the goods on behalf of the Contracting Party, or transfer the right to compensation to the Contracting Party. In accordance with §7, the Seller shall only be liable for compensation if the claim against the manufacturer or supplier has been rejected by a court ruling, or if a situation arises where making a claim has no real prospect of success, such as in the event of insolvency.

§ 8 Limitation of Liability

(1) The Seller's liability for damages, whatever the legal ground, including Impossibility of Performance, delivery delays, provision of incomplete, defective or wrong goods, Breach of Contract, negligent misrepresentation and tort shall be limited in accordance with §8 of the present Terms and Conditions.

(2) The Seller shall not be liable for damages as a result of negligence by the Seller's organisational bodies, legal representatives, employees, or any party contracted by the Seller to assist with the fulfilment of the Seller's contractual obligations, unless the damages are caused by a Breach of Contract. The Seller's contractual obligations shall include a timely provision and installation of the supplied goods, non-provision of defective titles or otherwise encumbered goods, and the supply of goods that are, generally, fit for purpose. This shall also include fulfilling the Duty of Care to the Contracting Party with regard to providing help, advice and support that enables the Contracting Party to use the supplied goods or services in the agreed manner, to prevent the death or personal injury of any party employed by the Contracting Party that utilises the supplied goods or services, and to safeguard the Contracting Party's property against any major damage or loss.

(3) In accordance with § 8(2) of the present Terms and Conditions, the Seller's liability shall be limited to damages either foreseen, or that could reasonably have been foreseen, at the time of the Conclusion of Contract. In addition, the Seller shall only be liable for indirect or consequential damages caused by defective goods if the defect constitutes a typical, and reasonably foreseeable, occurrence during appropriate use of the item.

(4) In the event of loss of, or damage to, data, the Seller shall be liable only if the Contracting Party are able to prove that they have backed up the respective data at regular intervals i. e. at least once every day. Unless the loss of data is the result of gross, or wilful, negligence by the Seller, the Seller's liabilities shall be limited to covering the costs involved in recovering the data using a back-up copy. The Seller shall have no other liabilities or obligations under this section.

(5) The Seller's liability for material damages as a result of negligence, and any other financial losses incurred, shall be limited to EUR 10,000 per claim. This also applies to damages as a result of Breach of Contract.

(6) Above Limitations of Liability shall also apply to the Seller's legal representatives, employees, organisational bodies, and any party contracted by the Seller to assist with the fulfilment of contractual obligations.

(7) Unless constituting a part of the Seller's contractual obligations, any consultation or technical advice provided by the Seller shall be free of charge. Moreover, the Seller shall not be liable for any damages or loss as a result such consultation.

(8) Any goods provided by the Seller shall be used as supplied by the Contracting party. The Contracting Party shall not utilise these goods as parts or components of their own products, to be sold on to third parties. In the event of non-compliance, any and all liability of the Seller shall cease, unless restricted by law.

(9) Nothing in §8 of the present Terms and Conditions shall exclude or limit the Seller's liability for contractually agreed quality features, death, personal injury, and damage to health as a result of wilful misconduct, or resulting from non-compliance with the *Produkthaftungsgesetz* (Consumer Protection Act).

§ 9 Retention of Title

(1) Title to any items shall remain vested in the Seller and shall not pass to the Contracting Party until the contractually agreed purchase price for the items has been paid in full (secured debts).

(2) Items that remain the property of the Seller cannot be pledged, or used as a collateral, until being paid in full. The Contracting Party shall notify the Seller immediately if they are filing for bankruptcy, or if property that belongs to the Seller is being assigned to third-party creditors (attachment of assets).

(3) In the case of a Breach of Contract by the Contracting Party, particularly as a result of the Contracting Party failing to pay the agreed purchase price in full, the Seller shall have the right to terminate the purchase agreement and/or request the return of any items with retained ownership. However, requesting the return of such items shall not necessarily constitute a Termination of Contract, with the Seller merely reserving the right to terminate at a later time. Moreover, the Seller may only terminate the purchase agreement and/or request the return of goods after giving the

Contracting Party a reasonable period of time to make the payment, or if no statutory time period for making a payment applies.

(4) The Contracting Party shall have the right to sell or process goods with retained ownership as part of their normal business operations. In doing so, the following supplement terms and conditions apply:

(a) The Contracting Party agrees to assign any receivables resulting from the sale of the goods to the Seller as a collateral. The Seller shall accept the assignment. At any rate, §9(2) shall apply.

(b) Both Contracting Party and Seller shall have the right to collect outstanding debts. However, the Seller agrees not to collect the Contracting Party's debts as long as the Contracting Party fulfils their contractual obligations, carry out their business in an orderly manner and as long as the Seller does not apply §9(3). If the Seller does claim Retention of Title, the Contracting Party shall provide the Seller with a complete list of any receivables from third parties, the names of the respective third-party debtors, and any document related to the assignments upon request. The Contracting Party shall also notify the third-party debtors of the reassignment of the debts. Moreover, the Seller shall have the right to revoke the Contracting Party's right to sell or process goods whose ownership has been retained by the Seller.

(c) If the market value of the collaterals exceeds receivables due to the Seller by 10 percent, the Contracting Party may request a Release of Collateral. If so, the Seller may choose the type of collateral to be released.

§ 10 Data Deletion

(1) Contracting Parties returning items with built-in data storage systems, such as HDDs, USB flash memory etc, for whatever reason (warranty or repair claims, right to cancel etc) must make sure they back up and then delete all information including any personal and confidential details permanently and irretrievably prior to returning the item. The Contracting Party shall be solely responsible for all information they stored on these devices.

(2) The Seller shall not be held responsible for information, and parts thereof, that were not deleted permanently and irretrievably, and thus shall not be liable for damages or loss as a result of the information becoming available to third parties. The Contracting Party shall keep the Seller indemnified against any claims related to any type of information still being stored on item at the time it was returned. This shall also apply to claims made by third parties. In the case of information still being stored on the items, this information shall be deemed non-confidential.

(3) In the event of technical reasons preventing the Contracting Party from permanently and irretrievably deleting data stored on items to be returned, the Contract Party shall notify the Seller in writing prior to the return that the product still contains general, confidential, personal or any other type

of information. However, this does not make deleting this information appropriately the responsibility of the Seller.

§ 11 Individual Terms for Orders Placed via the Webpage

(1) Contracting Parties placing orders via the webpage shall receive an electronic order confirmation. However, these confirmation messages shall not yet constitute a formal contractual agreement. Contrary to § 2(1) of the present Terms and Conditions, a legally binding contract will be formed between the Seller and the Contracting Party at the time the Contracting Party has received the goods, or at the time any services provided by the Seller to the Contracting Party have been delivered.

(2) All contracts shall be drawn up in German.

(3) The Seller saves the provisions of the Contract (Purchase Agreement) and forwards the order details to the Contracting Party by email. The General T&Cs are available online at www.conrad.de. Registered users may review their order history by logging in to their online accounts on the Seller website.

(4) The Seller quotes the expiry date of limited offers on their respective webpages. Despite making every effort to keep stock levels sufficiently high, some products on offer may sell out rather quickly. Hence, any item is subject to availability.

(5) The Seller allows third party suppliers to sell their products on www.conrad.de. All third-party suppliers are highlighted as such. Moreover, Contracting Parties may use the provided third-party hyperlinks to find out more about individual suppliers. The Seller shall not be part of any contractual agreements entered into by the Contracting Party and a third-party supplier. Whenever transactions involve third-party suppliers, this will be pointed out. The Seller recommends that Contracting Parties familiarise themselves with both the general terms and conditions and the privacy policy of any third-party supplier prior to entering into a contractual agreement.

(6) Some shopping carts or products enable the user to make a purchase at the press of a button, thereby bypassing the standard checkout process. Any orders being placed by clicking the Buy Now button will be governed by the One-Click Purchase Terms and Conditions.

§ 12 Right to Cancel (Online Purchases)

(1) Contracting Parties can cancel their order without giving a reason by returning the items within fourteen (14) days. The notice period commences on the date the Contract Party, or someone authorised by the Contracting Party (excluding members of postal or carrier services) have received the goods. In the case the Contracting Party uses a free DHL return label (available for download at <https://returns.parcellab.com/conrad/de/de/#/>), the Seller shall pay the cost of return delivery of the item(s). Contracting Parties choosing not to use the DHL label agree to pay the cost of return delivery.

If the accumulated size or weight of the items prevents returning these items via standard mail, courier or parcel carrier (i.e. goods referred to as measurement cargo/bulky goods on the invoice), the Seller shall arrange for the items being collected at the Contracting Party's address in Germany (delivery address). Payments already made by the Contracting Party will be refunded, and will be credited to the Contracting Party's customer account after the return has been accepted.

(2) Items must be returned to

Conrad Electronic SE

Item Returns & Repairs

Klaus Conrad Strasse 1

92240 Hirschau

Germany

(3) With regard to the Right to Cancel, the following conditions shall apply:

- returned goods must be unused;
- returned goods must be in perfect original condition;
- goods must be returned with all components.

Goods that underwent any testing procedures carried out by the Contracting Party after receipt cannot be returned.

(4) The Right to Cancel does not apply to

- goods shipped by parties other than the Seller (those items are clearly labelled as "Sold by Conrad, shipped by X" or in a similar way);
- sealed audio and video tape, CDs, DVDs and software that has been unsealed, or the content thereof that has been downloaded;
- newspapers, periodicals or magazines;
- books which have been unsealed, eBook downloads;
- items that are made to The Customer's specifications, or are clearly personalized;
- items that, after delivery, according to their nature, are not returnable, or are liable to deteriorate or expire rapidly;
- items assembled from components to the Contracting Party's specification, such as personal computers, and hardware both with and without preinstalled software, after they have been used;

- items assembled and components installed by the Contracting Party;
- batteries, rechargeables, cables, light bulbs, semiconductors, personal hygiene and comparable products that have been unsealed;
- any item sold by the metre, consumables;
- products that have been ordered by the Seller on behalf of the Contracting party, such as spares etc;
- prepaid cards or packages;
- equipment that has been calibrated;
- Apple BTO/CTO products;
- bulk deliveries of goods subject to separate terms and conditions agreed between the Contracting Party and the Seller.

(5) The Right to Cancel does not apply to any services requested by the Contracting Party, agreed to between both parties, and provided by the Seller either in full, or in part. Moreover, the Right to Cancel does not apply to goods supplied to the Seller by third-parties who do not give the Seller the Right to Cancel. Those products will be labelled as such on the Seller's webpage.

§ 13 Non Disclosure Agreement

Any information passed on by the Seller to the Contracting Party as a result of entering in to this Contract shall be treated as confidential, unless such information is already in the public domain. Reverse Engineering according to § 3 I (2) of the *Gesetz zum Schutz von Geschäftsgeheimnissen* (Germany's Trade Secrets Law) is prohibited. Confidential information shall be treated as such, must not be disclosed to any third party during the term of the Contract, and must be kept confidential for a period of up to three years following the Termination of Contract. This applies to the provisions and contractual obligations in particular.

§ 14 Concluding Provisions

(1) Buyer and Seller shall submit their disputes arising out of or in connection with a contractual agreement or the present Terms and Conditions to the jurisdiction of the courts of Nuremberg, Bavaria, Germany. If the Contracting Party is not domiciled in Germany, the Seller may choose to submit to the jurisdiction of a particular court in the Contracting Party's country of residence. However, lawsuits against the Seller must be filed with the courts of Nuremberg. §10 (1) shall not apply to exclusive jurisdiction stipulated by law.

(2) All agreements between the Contracting Party and the Seller shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the United Nations Convention of Contracts for the International Sales of Goods (CISG).

(3) In the case of a contractual mistake, or omission, or if any provision of the present Terms and Conditions is held unenforceable, such provision, mistake, or omission shall be amended, rectified or supplemented to reflect the intention of both parties at the time of entering into the contractual agreement/accepting the present General Terms and Conditions.