

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PERFORMANCE

of Gramm Profiltechnik GmbH

B2B Terms for Entrepreneurs, Legal Entities Governed by Public Law and Special Funds Governed by Public Law

Version: 6 May 2026

English legal revised version - German language version prevails pursuant to Clause 23.5

1. Scope of Application; Order of Precedence

- 1.1 These General Terms and Conditions of Sale, Delivery and Performance (the "Terms") apply to all offers, deliveries and services of Gramm Profiltechnik GmbH ("Gramm", "we", "us" or "our") made or provided to entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch - BGB), legal entities governed by public law and special funds governed by public law (each a "Customer"). They do not apply to consumers within the meaning of Section 13 BGB.
- 1.2 These Terms apply in particular to the delivery and manufacture of profiles, facade, substructure, metal, photovoltaic and greening components, accessories, custom-made products and related technical support services, unless otherwise agreed in an individual case.
- 1.3 These Terms also apply to future transactions with the same Customer without our having to refer to them again, provided that the Customer was validly made aware of them in an earlier transaction.
- 1.4 Individual agreements with the Customer take precedence over these Terms. The following order of precedence shall apply: individual written agreements, our order confirmation, these Terms and, supplementarily, the statutory provisions.
- 1.5 Conflicting, deviating or supplementary terms and conditions of the Customer shall not become part of the contract, even if we do not expressly object to them again or perform deliveries or services without reservation. They shall apply only if we expressly agree to their application in Text Form.
- 1.6 Legally relevant declarations and notices by the Customer after conclusion of the contract, in particular the setting of deadlines, notices of defects, notices of withdrawal from the contract or notices of price reduction, must be made in Text Form for evidentiary purposes, unless a stricter form is mandatorily required by law. "Text Form" means text form within the meaning of Section 126b BGB, including email, unless a stricter form is required.

2. Offers, Conclusion of Contract and Documents

- 2.1 Our offers are non-binding and subject to change unless they are expressly designated as binding or contain an expressly binding acceptance period.
- 2.2 A contract shall be concluded only upon our order confirmation in Text Form, upon execution of a contract by both parties, or upon performance of the delivery or service.
- 2.3 Information in catalogues, brochures, price lists, technical data sheets, drawings, samples, websites, system documents and other product information shall describe binding characteristics only if such characteristics are expressly agreed as binding in the order confirmation.
- 2.4 Technical modifications, design modifications and changes in material, surface or execution shall remain permissible to the extent that they are customary in trade, are based on technical improvements or supplier changes, and do not unreasonably impair the contractually intended use.
- 2.5 We reserve all title, copyrights and other proprietary and intellectual property rights in drawings, drafts, calculations, samples, tools, tender texts, system details and other documents. The Customer may not reproduce such documents, make them accessible to third parties or use them for purposes other than the specific project without our consent.
- 2.6 If the Customer provides drawings, dimensions, specifications, bills of quantities, BIM/CAD files or other requirements, the Customer shall be responsible for their accuracy, completeness, technical suitability and legal permissibility. We shall have a duty to review such materials only to the extent expressly agreed or where obvious inaccuracies are recognisable.
- 2.7 Customer requests for changes after conclusion of the contract require our consent in Text Form. The Customer shall bear any resulting additional costs, extensions of delivery periods, residual materials, retooling costs or other disadvantages to the extent caused by the requested change.

3. Scope of Performance, Project Responsibility and Technical Rules

- 3.1 We owe only the deliveries and services expressly agreed in the contract. Assembly, electrical installation, grid connection, commissioning, maintenance, care, drainage, fire-protection, sound-insulation, thermal-insulation, structural-engineering, facade-planning or permitting services are owed only if expressly agreed.
- 3.2 The Customer remains responsible for the project-specific suitability assessment. This includes, in particular, the assessment of substrate, supporting structure, fastening points, load assumptions, building-physics requirements, fire

protection, moisture protection, rear ventilation, drainage, interfaces with other trades, public-law requirements and permitting requirements.

- 3.3 Our technical advice, system documents, standard details, quantity determinations, tender texts, processing instructions and installation instructions are intended to support the Customer. They do not replace building-specific and project-specific planning by architects, specialist planners, structural engineers, qualified electricians or other professionals responsible for such matters.
- 3.4 The Customer shall observe the respectively current technical regulations, generally accepted rules of technology, applicable DIN/EN standards, IFBS technical rules, building authority approvals, general construction-type approvals, test certificates, processing and installation instructions and our system documentation.
- 3.5 If the Customer, the processor/installer or any other project participant deviates from technical rules, system specifications or processing instructions and such deviation causes a defect or damage, no rights in respect of defects or liability claims shall exist against us to that extent.
- 3.6 The Customer shall ensure that downstream purchasers, planners, processors/installers and installation companies receive in good time all information, system documents and processing instructions required for the intended use.

4. Structural Design, Structural Calculations and Technical Verifications

- 4.1 Structural calculations, preliminary dimensioning, load-bearing capacity verifications, technical verifications, dimensioning of fasteners, substructures or connection details, and other planning and engineering services shall be owed by us only if they are expressly identified as contractual services in the offer, in the order confirmation, in a service description or in another agreement. Unless expressly agreed otherwise, they constitute separately remunerable services.
- 4.2 Unless expressly agreed otherwise, our structural calculations and technical verifications relate exclusively to the products, profiles, facade, fastening, substructure or system components offered, delivered or planned by us, including the connection details directly required for those items. In particular, the overall structural design of the building, review of the primary supporting structure, ground or existing-building investigations, building-physics verifications, fire-protection, thermal-protection, sound-protection or moisture-protection verifications, permitting design, construction supervision and services of a checking engineer, officially recognised inspection expert or checking structural engineer are not owed unless expressly agreed.
- 4.3 Our calculations are based on the plans, dimensions, load assumptions, building, substrate, fastening, use and execution data and other project information provided by the Customer, project owner, architect, structural engineer, general contractor or other project participants. The Customer is obliged to provide us with such information completely, accurately and in good time and to notify us of any changes without undue delay in Text Form. The consequences of incorrect, incomplete, late or subsequently changed information shall be borne by the Customer, unless we are responsible for those consequences.
- 4.4 Our structural calculations and technical verifications apply exclusively to the specified project, the agreed products, the underlying boundary conditions and the intended execution. Transfer to other construction projects, other products, changed load assumptions, deviating installation situations or any other changed boundary conditions is not permitted without our prior consent in Text Form.
- 4.5 Approvals, permits, reviews or confirmations by building control authorities, checking engineers, officially recognised inspection experts, checking structural engineers, architects, specialist planners, general contractors or other third parties are owed only if expressly agreed. If adaptations, supplements or recalculations become necessary due to such reviews, official requirements, changed technical rules, changed project specifications or changed Customer information, they shall be remunerated additionally unless we are responsible for the need for change.
- 4.6 Remuneration shall be paid in accordance with the agreement made, in particular as a lump sum, at unit prices or on a time-spent basis plus expenses. If no express price agreement exists, separate remuneration shall be deemed agreed where, in the circumstances, the service could be expected only against remuneration. Mandatory statutory fee provisions remain unaffected.
- 4.7 Rights in respect of defects and liability shall additionally be governed by the general provisions of these Terms. Liability for damage caused intentionally or by gross negligence, for damage arising from injury to life, limb or health and any mandatory statutory liability shall remain unaffected.

5. Special Notes on PRO+ PV and PRO+ GREEN

- 5.1 Where photovoltaic components or facade-integrated PV solutions are the subject matter of the contract, we do not owe, absent an express agreement, any electrical planning, grid connection, operator obligations, system registration, subsidy review, energy-yield forecasts, monitoring or tax or energy-law advice.
- 5.2 Yield data, simulations, sample calculations or amortisation information are non-binding guidance values unless expressly agreed as guaranteed characteristics. Yield and operation depend, among other things, on location, shading, orientation, electrical design, maintenance, weather conditions and operator behaviour.
- 5.3 Where greening components are the subject matter of the contract, we do not owe, absent an express agreement, any lasting plant establishment, biological growth, care, irrigation, replanting, plant protection or site or irrigation planning. Vegetation success depends, in particular, on location, climate, care, irrigation, nutrient supply and weather conditions.

- 5.4** The Customer shall ensure that PV and greening components are planned, installed, connected, operated, maintained and cared for only by qualified specialist contractors.

6. Prices, Ancillary Costs and Remuneration

- 6.1** Unless otherwise agreed, all prices are stated in euros, net, ex works or ex warehouse, plus statutory VAT.
- 6.2** Unless expressly agreed, packaging, freight, insurance, express, island, site, crane, lifting, special-transport, small-quantity, part-load, waiting, customs, import, disposal, storage and unloading costs, as well as other public charges, are not included.
- 6.3** Freight and transport are generally planned in a cost-optimised manner. The Customer shall bear additional freight costs resulting from vehicles not being fully utilised, partial deliveries, small parcels, special delivery dates, difficult access, special unloading requirements or changes initiated by the Customer.
- 6.4** Additional services, additional work due to subsequent changes, repeated planning or coordination rounds, retooling, expedited processing, special packaging, samples, prototypes, sample approvals, storage, disposal and other ancillary services not agreed shall be charged separately.
- 6.5** In the event of delays, date postponements, dimensional changes, incomplete documents or late approvals attributable to the Customer, we are entitled to charge the resulting additional costs separately.

7. Price Commitment and Price Adjustment

- 7.1** Expressly confirmed prices shall be binding for the respectively agreed price commitment period. In the absence of such an agreement, the price shall apply only to the delivery quantities, delivery dates and call-off periods stated in the order confirmation.
- 7.2** For contracts with a delivery or performance date more than one month after conclusion of the contract, for framework, call-off, blanket or reservation orders and for date postponements caused by the Customer, we are entitled to adjust prices appropriately if, after conclusion of the contract, cost factors material to our calculation change. Such factors include, in particular, material, input material, coil, energy, labour, freight, packaging, third-party service, customs, currency, levy and financing costs.
- 7.3** An adjustment shall be made only to the extent that the cost change affects the specific contract. Cost reductions shall be taken into account accordingly.
- 7.4** If a price increase not caused by the Customer for deliveries or services not yet manufactured and not yet specifically procured exceeds 15 percent of the originally agreed price, the Customer may withdraw from the contract with respect to the deliveries or services affected by the price increase and not yet manufactured or specifically procured within ten working days after notification of the price increase. This right of withdrawal shall not apply to goods already manufactured, custom-made products, material procured specifically for the Customer or bindingly reserved material.
- 7.5** Statutory rights based on an interference with the basis of the transaction shall remain unaffected.

8. Payment Terms, Default and Credit Risk

- 8.1** Unless otherwise agreed, invoices are due for payment without deduction within 14 calendar days from the invoice date.
- 8.2** Cash discounts, bonuses, rebates or other deductions are permissible only if expressly agreed and if there are no due claims owed by the Customer to us.
- 8.3** Upon expiry of the payment period, the Customer shall be in default without any reminder being required, provided that the statutory requirements are met. In default, the Customer shall owe default interest at the statutory rate as well as compensation for any further damage caused by default. The statutory flat-rate charge for payment claims in commercial transactions remains unaffected.
- 8.4** The Customer may set off only against claims that are undisputed, ripe for decision or finally adjudicated. This shall not apply to counterclaims arising from the same contractual relationship. Rights of retention shall exist only with respect to claims arising from the same contractual relationship.
- 8.5** If, after conclusion of the contract, circumstances become known that materially impair the Customer's creditworthiness or jeopardise our receivables, including in particular default in payment, unsuccessful enforcement, an application to open insolvency proceedings, exceeding a credit limit or adverse credit information, we may make outstanding deliveries and services dependent on advance payment or appropriate security.
- 8.6** If the Customer refuses advance payment or security after a reasonable deadline has been set, we may withdraw from the contract or claim damages. Further statutory rights remain unaffected.
- 8.7** We are entitled to transmit invoices electronically to the extent permitted by law. The Customer shall provide us with a suitable recipient address for this purpose.

9. Delivery Periods, Deadlines, Self-Supply and Force Majeure

- 9.1** Delivery dates and delivery periods are non-binding unless they are expressly designated in Text Form as binding or as a fixed date.

- 9.2** Delivery periods shall commence only when all technical, commercial and legal questions have been clarified, the Customer has provided all required documents, dimensions, approvals, permits and advance payments, and material and colour determinations have been completed.
- 9.3** If the Customer changes specifications, dimensions, delivery addresses, call-offs, executions or dates after conclusion of the contract, delivery periods shall be extended appropriately. The same applies for as long as the Customer fails to fulfil cooperation obligations.
- 9.4** We shall not be in default for as long as the delay is caused by circumstances for which we are not responsible. These include, in particular, force majeure, natural events, war, terrorism, epidemics, pandemics, official measures, strikes, lockouts, operational, energy, IT, cyber, traffic or transport disruptions, supply-chain disruptions, shortages of raw materials or materials, production outages and incorrect or late self-supply despite duly concluded congruent cover transactions.
- 9.5** Such events shall extend delivery and performance periods by the duration of the disruption plus a reasonable restart period. If the disruption lasts longer than 90 calendar days, either party may withdraw from the contract with respect to the affected part not yet performed.
- 9.6** Partial deliveries and partial services are permissible to the extent reasonable for the Customer. They may be invoiced separately.

10. Shipping, Delivery, Transfer of Risk and Site Logistics

- 10.1** Unless otherwise agreed, delivery shall be made ex works or ex warehouse. The risk of accidental loss and accidental deterioration shall pass to the Customer no later than upon handover to the freight forwarder, carrier, collecting party or other person designated to carry out shipment.
- 10.2** In the event of default in acceptance, call-off or unloading, the risk shall pass to the Customer upon notification that the goods are ready for dispatch or collection. We are entitled to store the goods at the Customer's cost and risk and to invoice them after a reasonable period.
- 10.3** Where we select the transport, shipping method, packaging or route, we shall do so at our due discretion, but without assuming transport insurance unless expressly agreed.
- 10.4** For site deliveries, the Customer shall ensure proper, legally permissible and safe access, sufficient unloading space, suitable unloading equipment, qualified personnel, immediate unloading and all required permits. Waiting times, rerouting, second delivery attempts, demurrage and additional costs due to insufficient site organisation shall be borne by the Customer.
- 10.5** Upon delivery, the Customer shall immediately inspect the delivery documents, packages and goods for externally visible damage, completeness and identity. Visible transport damage must be specifically noted on the freight documents, documented by photographs and notified without undue delay to the carrier and to us. The inspection and notice obligations under Clause 16 remain unaffected.

11. Framework, Call-Off, Blanket and Reservation Orders

- 11.1** Framework, call-off, blanket and reservation orders are binding if they are agreed or confirmed as such. Non-binding forecasts, requirements forecasts or planning quantities shall not create an obligation to take delivery unless they have been expressly agreed as binding.
- 11.2** If no call-off period is agreed for quantities ordered or reserved on a binding basis, the Customer shall call off the goods in reasonable partial quantities no later than within three months from the order confirmation.
- 11.3** If the Customer fails to call off in good time, we may, after setting a reasonable deadline, deliver, store or invoice the goods, or withdraw from the contract and claim damages. In the case of material procured or reserved specifically for the Customer, we may charge the costs incurred and the agreed remuneration for parts already manufactured or not otherwise usable.
- 11.4** Date postponements, call-off changes and quantity changes in framework or reservation orders are possible only with our consent in Text Form. The Customer shall bear any resulting additional costs, storage costs, material price changes and availability risks.

12. Excess and Short Quantities

- 12.1** In the event of deviations caused by production, material, coil, batch or cutting, excess or short quantities of up to ten percent of the ordered quantity shall be deemed contractual, provided that they are customary in trade or are based on technical or procurement-related reasons.
- 12.2** The quantity actually delivered shall be invoiced. In the case of special material, special colours, special profiles, Customer-specific cuts or purchases of input material, the Customer shall also bear unusable residual quantities, minimum purchase quantities and supplier tolerances to the extent that we have informed the Customer of this in advance or that these are customary in the industry.
- 12.3** Excess quantities exceeding the tolerance permitted under this Clause require a separate agreement on price and acceptance. In the event of short acceptance of goods ordered or reserved on a binding basis, our claims under Clause 11.3 remain unaffected.

13. Custom-Made Products, Returns and Cancellation

- 13.1** Custom-made products, Customer-specific profiles, cuts, special colours, project-specific components, goods already manufactured and specially procured material are excluded from return, exchange and cancellation at the Customer's discretion unless a defect exists.
- 13.2** Cancellation or reduction of confirmed orders is possible only with our consent in Text Form. If we agree, the Customer shall bear the costs incurred up to that time, including material, procurement, planning, production, storage, disposal and administrative costs, as well as reasonable compensation for goods that cannot otherwise be used.
- 13.3** Standard goods may be returned only with prior consent and only in defect-free, originally packaged and unprocessed condition. We may charge appropriate inspection, restocking and handling costs.

14. Storage, Handling, Processing and Installation

- 14.1** After handover, the Customer shall store goods properly, dry, ventilated and protected against frost, heat, UV radiation, dirt, moisture and corrosion, and shall protect them against mechanical damage, condensation, chemical effects and theft.
- 14.2** Materials must not be stored directly on the ground, in standing water, under unsuitable films or in any manner that promotes condensation, white rust, contact corrosion, deformation or coating or surface damage.
- 14.3** Protective films, packaging, transport aids and temporary covers shall be removed in good time in accordance with the manufacturer's and processing instructions. Damage caused by late removal, improper storage or unsuitable cleaning shall not constitute defects for which we are responsible.
- 14.4** Processing, installation, cutting, fastening, cleaning, maintenance and care shall be carried out in accordance with the respectively applicable technical rules, our system documents and the manufacturer's instructions. The Customer shall be responsible for ensuring that only suitable, competent and sufficiently qualified persons are deployed.
- 14.5** No claims in respect of defects or liability shall exist to the extent defects or damage have been caused by improper storage, transport after transfer of risk, processing, installation, modification, subsequent processing, cleaning, care, chemical or mechanical effects, unsuitable substructures, third-party systems, material combinations, lack of rear ventilation, standing moisture or non-compliance with technical specifications.

15. Material, Colour, Surface and Dimensional Tolerances

- 15.1** Customary, material-related, manufacturing-related and technical tolerances in dimensions, weight, flatness, straightness, fit, structure, gloss level, surface, cut edges, coating and colour shall not constitute a defect, provided that the contractually intended use is not unreasonably impaired.
- 15.2** Deviations in colour, gloss, structure and surface may occur, in particular, with different batches, coils, repeat orders, production times, light incidence, weathering, coating processes, substrates and ageing. RAL, NCS and other colour references denote colour ranges or similar shades, not absolute colour identity.
- 15.3** Samples, colour charts, photographs, digital representations and specimens are only approximately binding. They do not constitute a guarantee for later batches, repeat orders or project-specific perception under different light and ambient conditions.
- 15.4** Weather-related changes, soiling, patina, material-typical ageing, minor edge changes and customary care or maintenance requirements shall not constitute defects to the extent that they are typical of the material or caused by use, location or weather conditions.
- 15.5** In the case of repeat orders, there shall be no entitlement to identical colour, batch, surface or structure unless this has been expressly agreed in advance and is technically available.

16. Inspection, Notice of Defects and Documentation

- 16.1** If the transaction is a commercial transaction for both parties, the commercial inspection and notice obligations shall apply. The Customer shall inspect the goods with due care without undue delay after delivery and, in any event, before processing, installation, resale or passing on.
- 16.2** Obvious defects, incorrect deliveries, quantity deviations and visible transport damage must be reported to us in Text Form no later than within three working days after delivery. Hidden defects must be notified in Text Form no later than within three working days after discovery.
- 16.3** The notice of defects must state the nature and extent of the defect in a comprehensible manner and, where possible, include photographs and batch, delivery, item, order and article numbers. General or late complaints shall not suffice.
- 16.4** If a proper and timely notice is not given, the goods shall be deemed approved with respect to the defect not notified, to the extent permitted by law.
- 16.5** If the Customer processes, installs, modifies, mixes or sells goods despite defects that would have been recognisable upon proper inspection, no claims shall exist in respect of such defects for reimbursement of the additional costs thereby caused. This applies in particular to removal, installation, assembly, disassembly, downtime and consequential costs.

- 16.6** The Customer shall retain goods complained of until clarification, protect them against further alteration and enable us to conduct a reasonable inspection. Without our consent, goods complained of may not be disposed of, further processed or made inaccessible unless this is mandatorily required to mitigate damage.
- 16.7** A notice of defects shall not entitle the Customer to withhold payments for defect-free, independent parts of deliveries or services. An appropriate right of retention for justified defects remains unaffected.

17. Rights in Respect of Defects and Subsequent Performance

- 17.1** In the event of justified defects notified in good time, we shall provide subsequent performance, at our option, by repair or replacement delivery, unless mandatory statutory provisions provide otherwise.
- 17.2** The Customer shall give us the time and opportunity necessary for subsequent performance. In particular, the Customer shall keep goods available, provide access, provide necessary information and render reasonable cooperation.
- 17.3** If subsequent performance fails, is unreasonable or is refused by us, the Customer may reduce the price, withdraw from the contract or claim damages in accordance with the statutory provisions.
- 17.4** Unauthorised remedial work, substitute purchases, removal, installation, repair or third-party work at our expense shall be reimbursable only if the Customer has previously set us a reasonable deadline for subsequent performance without success and has notified us of the intended measures in Text Form. This shall not apply where setting a deadline is dispensable by law, in particular in cases of special urgency to avert disproportionate damage.
- 17.5** No rights in respect of defects shall exist to the extent that the defect is attributable to the Customer's requirements, dimensions, drawings, materials, items supplied by the Customer or other Customer specifications, to improper storage, processing, installation, modification or care, to natural wear and tear or to non-compliance with technical specifications.
- 17.6** The limitation period for claims in respect of defects in new goods and services shall be twelve months from transfer of risk or, where acceptance is owed, from acceptance. Longer statutory limitation periods remain unaffected to the extent they apply mandatorily, in particular for buildings, for items that have been used for a building in accordance with their customary use and have caused its defectiveness, for recourse claims, in cases of fraudulent concealment, guarantees, intentional or grossly negligent breach of duty and injury to life, limb or health.
- 17.7** Replaced parts shall become our property to the extent legally permissible.

18. Removal, Installation and Consequential Costs

- 18.1** Claims for reimbursement of necessary removal and installation costs shall exist only to the extent that the statutory requirements are met and the defect already existed at the time of transfer of risk.
- 18.2** Before removal, disassembly, substitute procurement or reinstallation, the Customer shall inform us in good time and give us an opportunity to inspect, provide subsequent performance and coordinate costs. This shall not apply to the extent this is unreasonable due to special urgency.
- 18.3** Reimbursable costs shall not include avoidable additional costs, costs caused by processing despite a recognisable defect, costs of uncoordinated luxury, acceleration or redesign measures, costs due to changed execution, or costs attributable to defective planning, installation, storage, interface coordination or other circumstances outside our area of responsibility.
- 18.4** Further claims for damages shall be governed exclusively by Clause 19.

19. Liability

- 19.1** We shall be liable without limitation for damage arising from intentional or grossly negligent breach of duty, for injury to life, limb or health, under the German Product Liability Act (Produkthaftungsgesetz), in the event of fraudulent concealment of a defect, upon assumption of a guarantee, and in all other cases of mandatory statutory liability.
- 19.2** In the event of a slightly negligent breach of material contractual obligations, our liability shall be limited to compensation for foreseeable damage typical for this type of contract. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the Customer may regularly rely.
- 19.3** In all other respects, our liability for slight negligence is excluded.
- 19.4** Unless liability is mandatory under Clause 19.1, we shall not be liable for indirect damage, production downtime, loss of use, lost profit, lost subsidies, contractual penalties payable by the Customer to third parties, reputational damage or other purely financial consequential loss, unless such loss is recoverable as foreseeable damage typical for this type of contract arising from the breach of material contractual obligations.
- 19.5** The foregoing limitations of liability shall also apply for the benefit of our legal representatives, corporate bodies, employees, vicarious agents, suppliers and subcontractors.
- 19.6** The foregoing provisions do not entail any change in the burden of proof to the disadvantage of the Customer.

20. Retention of Title

- 20.1** Goods delivered shall remain our property until all claims arising from the ongoing business relationship have been fully satisfied.
- 20.2** The Customer may process, combine, mix, install or resell goods subject to retention of title (the "Reserved Goods") in the ordinary course of business. Pledging, transfer of title by way of security or any other disposal outside the ordinary course of business is not permitted.
- 20.3** Processing or transformation of the Reserved Goods shall always be deemed to be carried out for us as manufacturer for purposes of retention of title, without giving rise to any obligations on our part. If Reserved Goods are processed, combined or mixed with other items, we shall acquire co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the value of the other items at the time of processing, combination or mixing.
- 20.4** The Customer hereby assigns to us all claims arising from the resale, processing, combination, mixing or installation of the Reserved Goods in the amount of the respective invoice value of the Reserved Goods. We hereby accept the assignment. In the case of co-ownership, the assignment shall be made pro rata in accordance with our co-ownership share.
- 20.5** The Customer shall remain entitled to collect the assigned claims for as long as it fulfils its payment obligations towards us, is not in default of payment and no material deterioration in its financial position occurs. We may revoke the collection authorisation if legitimate security interests exist.
- 20.6** The Customer shall treat the Reserved Goods with care, insure them appropriately against customary risks and notify us without undue delay of any third-party access, attachment, damage or loss. The Customer shall provide us with all information and documents necessary for legal enforcement.
- 20.7** If the realisable value of the securities to which we are entitled exceeds our secured claims by more than ten percent, we shall release securities of our choice at the Customer's request.
- 20.8** If we take back Reserved Goods, this shall constitute withdrawal from the contract only if we expressly declare such withdrawal.

21. Intellectual Property Rights, Customer Specifications and Confidentiality

- 21.1** If we manufacture according to drawings, files, samples, models, specifications or other requirements of the Customer, the Customer shall be responsible for ensuring that no third-party rights are infringed and that the requirements are suitable for the intended purpose.
- 21.2** The Customer shall indemnify us against third-party claims based on unlawful or defective Customer requirements, including reasonable costs of legal defence, to the extent the Customer is responsible for the cause.
- 21.3** All non-public commercial and technical information received by either party in connection with the contract shall be treated confidentially. Disclosure to employees, advisers, subcontractors or project participants is permissible only to the extent required for performance of the contract and where such persons have been obliged to maintain confidentiality or are legally bound to secrecy.
- 21.4** References, publications, photographs, project reports or promotional use of project data require the consent of the other party where confidential information or legitimate interests are affected.

22. Export, Compliance and Public-Law Requirements

- 22.1** The Customer shall be responsible for ensuring that the goods and documents supplied by us may be lawfully imported, used, installed, operated and resold in the country of destination, unless we have expressly assumed a corresponding review obligation.
- 22.2** The Customer shall comply with all applicable export-control, sanctions, customs, construction, electrical, environmental, occupational-safety and disposal regulations. We may refuse deliveries or terminate contracts to the extent that their performance would violate such regulations or where a corresponding risk exists.
- 22.3** Public-law permits, consents, inspections, notifications, registrations, operator obligations and verifications are the Customer's responsibility unless they have been expressly assumed by us.

23. Place of Performance, Jurisdiction, Applicable Law and Final Provisions

- 23.1** To the extent permissible and unless otherwise agreed, the place of performance for deliveries, services and payments shall be Friedrichshafen or the place of dispatch or performance designated by us.
- 23.2** The contract and these Terms shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and excluding conflict-of-laws rules to the extent that they would lead to the application of any law other than German law.
- 23.3** The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Friedrichshafen, to the extent legally permissible. In addition, we are entitled to bring an action against the Customer at the Customer's general place of jurisdiction.
- 23.4** If any provision of these Terms is or becomes invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid or unenforceable provision. The same shall apply to any regulatory gaps.

23.5 The German language version shall be authoritative. Translations are provided for information and convenience only unless expressly agreed otherwise.