

## 1. General

1.1 The following General Terms and Conditions of Sale ("GTC") shall apply to all our business relations (in particular advisory services, offers, sales, deliveries, service performance and other legal relations) between us and our customer.

1.2 Our GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery in the knowledge of conflicting or supplementary terms and conditions. Unless otherwise agreed, the GTC in the version valid at the time of the customer's order or in any case in the version last notified to the customer in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them in each individual case; the respective current version is available at <https://www.pfleiderer.com/dach-de/ajgb>.

1.3 Our GTC shall only apply to companies within the meaning of Section 14 of the German Civil Code ("BGB"), legal entities under public law or special funds under public law.

1.4 These GTC and the contractual relations between us and the customer shall be governed exclusively by German law to the exclusion of international unified law, in particular the Convention on Contracts for the International Sale of Goods (CISG).

1.5 Individual agreements entered into with the customer in particular cases (including ancillary agreements, supplements and amendments) and information in our order confirmation shall in any case take precedence over these GTC.

1.6 Legally relevant declarations and notifications by the customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal from the contract or price abatements) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proofs, in particular in case of doubts about the legitimacy of the declaring party, remain unaffected.

1.7 References to the applicability of statutory provisions shall only have a clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

## 2. Conclusion of contract

2.1 Our offers are subject to change and non-binding. This shall also apply if we have provided the customer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights.

2.2 The order of the goods by the customer shall be deemed a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 2 weeks of its receipt by us.

2.3 Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.

## 3. Prices and payments

3.1 Unless otherwise agreed, the prices shall be EXW (Incoterms 2020) from the location of the respective producing plant or a location named by us in the order confirmation, excluding freight, customs, import, ancillary charges, net plus any statutory value added tax. In the event of customary deviations, the price may change in accordance with their scope pursuant to clause 8.7.

3.2 Subject to timely notice to the customer prior to shipment of the goods, we reserve the right to increase the price of the goods to the extent necessary or required due to change in suppliers to offset any increase in our costs due to an external factor beyond our control (such as exchange rate fluctuations, currency regulation, change in customs duties, significant increase in material and manufacturing costs). We will grant a price reduction if external costs (such as customs duties) decrease or cease to exist, for which the customer may request information from us on the respective costs incurred by us. The price will not be adjusted to the extent that the increase in one cost factor is compensated by decreasing costs in other areas.

3.3 The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods. However, we are entitled at any time, even within the framework of an ongoing business relationship, to supply the goods in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation. A cash discount shall only be granted after special express prior agreement, whereby only the payment date stated in the invoice shall be decisive for the cash discount period and only the value of the goods itself (without freight or other costs) shall be subject to a cash discount.

3.4 The place of performance for payment is our registered office in Neumarkt i.d.Opf., Germany.

3.5 Upon expiration of the payment deadline specified in Section 3.3 Sentence 1, the customer shall be in default. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to interest as of the due date (Section 353 German Commercial Code ("HGB")) shall remain unaffected.

3.6 Payments are considered effected only when they are credited to the bank account specified by us. The customer shall not be in default if performance fails due to circumstances for which the customer is not responsible.

3.7 Partial deliveries pursuant to clause 4.3 shall be invoiced immediately and our respective payment claims shall be due for payment each separately pursuant to clause 3.3 sentence 1, irrespective of the completion of the total delivery.

3.8 Setting of against counterclaims is only admissible if the counterclaims are legally established or undisputed. The same shall apply to the assertion of rights of retention. In the event of defects in the delivery, the customer's counterclaims shall remain unaffected, in particular pursuant to clause 8.9 of these GTC. We expressly reject the limitation or exclusion of our rights of set-off or retention.

3.9 In the case of direct debit under the SEPA Direct Debit Scheme, a shortened period for the transmission of the pre-notification of at least three days prior to the execution of the direct debit is considered agreed, although we shall be entitled to use a longer period for the pre-notification.

3.10 If, after conclusion of the contract, it becomes apparent that our claim to payment of the price is jeopardized by our customer's lack of ability to pay, such as an application for the opening of insolvency proceedings, we shall be entitled in accordance with the statutory provisions to refuse our performance and - if necessary after setting a deadline for the provision of the consideration or collateral, in particular in the form of directly enforceable bank guarantees or bank sureties or advance performance at the debtor's option - to withdraw from the contract and/or to claim damages in accordance with the statutory provisions. In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

## 4. Delivery periods and delay in delivery

4.1 The delivery period is agreed individually or stated by us upon acceptance of the order.

4.2 The dates stated by us for delivery are "approximate" dates. Fixed dates must be confirmed by us - expressly designated as such - in writing.

4.3 In the case of divisible deliveries, we shall be entitled to make partial deliveries insofar as they are reasonable for the customer; partial deliveries shall be reasonable for the customer if the partial delivery is usable for the customer within the scope of the contractual intended purpose, the delivery of the remaining ordered goods is ensured, and the customer

does not incur any significant additional effort or additional costs as a result (unless we agree to bear these costs). If we inform accordingly in advance, we shall also be entitled - unless otherwise agreed - to make early delivery.

4.4 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this without delay and at the same time notify the customer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; any consideration already paid by the customer will be refunded immediately. Non-availability of the performance in this sense shall be deemed to exist, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obligated to procure in the individual case.

4.5 The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required. If we are in default of delivery, the customer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each full calendar week of the delay, but in total not more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the customer has incurred no damage at all or only significantly less damage than the aforementioned lump sum.

4.6 The rights of the customer pursuant to clause 9 of these GTC and our statutory rights, 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.

## 5. Delivery, transfer of risk, acceptance, delay in delivery

5.1 Delivery shall be EXW (Incoterms 2020) from the location of the respective producing plant or another location named by us upon conclusion of the contract, which shall also be the place of performance for the delivery and any subsequent performance. We are not obliged to load the goods. Safe loading for transport and operation shall be carried out in accordance with the current state of the art in load securing technology at the expense and risk of the customer or the customer's transport person. Any assistance provided by us in placing the goods on the transport vehicle shall therefore be carried out exclusively on the instructions and at the risk of the customer, who shall deploy appropriately trained transport personnel. The customer or the transport person shall also provide the necessary load securing aids and shall assume full responsibility with regard to the load securing required for the subsequent transport.

5.2 The customs documents required for the export process (customs invoice, delivery bill, export declaration) will be prepared by us as the exporter under customs law and handed over to the transport person together with the goods in paper form, unless otherwise stated in our order confirmation.

5.3 Our customer is responsible for the import customs clearance procedures in the country of destination. Customs clearance in the importing country is not to be carried out in our name and/or on our account; the customer or third parties acting on behalf of the customer are not authorized by us. Deliveries 'free house are not possible. All costs incurred in the respective receiving country in connection with customs clearance (such as import duties, brokerage costs, storage, handling and other fees) shall be borne entirely and exclusively by the customer.

5.4 The customer is responsible for the proper disposal of transport and outer packaging in accordance with the currently valid legal provisions.

5.5 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.

5.6 The subject matter of the contract shall be insured by us against transport damage only upon express written instruction and at the expense of our customer.

5.7 If a delivery has been agreed in accordance with clause 5.1 and the collection required for this by the customer does not take place on the agreed date, our customer shall be in default of acceptance without this requiring a separate reminder. This shall not apply if we are unable to effect performance at the time of the offer or, in the case of Section 296 BGB, at the time determined for the creditor's action. If collection does not take place within 8 calendar days after the agreed date, we shall be entitled to arrange for the goods to be deposited at the risk and expense of the customer in a public warehouse or otherwise in a safe manner in accordance with Section 373 HGB.

5.8 If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). We shall charge a lump-sum compensation for this. The lump sum shall amount to 0.5% for each completed calendar week of the delay, but not more than a total of 5% of the net price (delivery value) of the goods with the acceptance of which the customer is in default, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for shipment. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

## 6. Retention of title

6.1 The delivered goods (reserved goods) shall remain our property until full payment of all claims arising from the underlying contract.

6.2 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the reserved goods (e.g. seizures). In the event of seizure of the reserved goods by third parties or in the event of other interventions by third parties, the customer must point out our ownership and must notify us immediately in writing so that we can enforce our ownership rights. If the third party is not able to reimburse the judicial or extrajudicial costs incurred by us in this connection, the customer shall be liable for them.

6.3 The goods subject to retention of title shall be stored properly and separately from the other items at our customer's expense, shall be specially marked at our request and shall be insured at the customer's expense against damage, destruction and loss at replacement value. The corresponding insurance policy shall be presented to us by our customer upon request. Our customer hereby assigns to us in advance its claims arising from the insurance contracts in the amount of the value of the reserved property and consents to the payment to us.

6.4 In the event of breaches of duty by the customer, in particular in the event of non-payment of the price due, we shall be entitled, in accordance with the statutory provisions, to demand the surrender of the reserved goods on the basis of the reservation of title and/or to withdraw from the contract. The demand for surrender of the subject matter of the contract shall not constitute a declaration of withdrawal on our part unless this is expressly declared. Rather, we are entitled to demand only the return of the goods and reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for

payment without success or if setting such a deadline is dispensable according to the statutory provisions.

6.5 Our customer shall always be entitled, revocably and as long as the customer is not in default of payment, to use our reserved property and to sell it in the ordinary course of business. The customer hereby assigns to us in full, by way of security, the customer's claims for payment against its customers arising from a resale of the goods subject to retention of title and those claims of the customer relating to the goods subject to retention of title which arise for any other legal reason against its customers or third parties (in particular claims arising from tort and claims to insurance benefits), including all balance claims from the current account. We accept this assignment. The customer may collect these claims assigned to us for the own account in the own name as long as we do not revoke this authorization. Our right to collect these claims ourselves shall not be affected thereby; however, we shall not assert the claims ourselves and shall not revoke the authorization to collect as long as the customer duly meets its payment obligations. However, if the customer acts in breach of contract - in particular if the customer is in default of payment of a claim for payment - we may require the customer to notify us of the assigned claims and the respective debtors, to inform the respective debtors of the assignment and to hand over to us all documents as well as to provide all information that we require to assert the claims.

6.6 Any processing or transformation of the reserved goods by the customer shall always be carried out on our behalf. If the goods subject to retention of title are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (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 goods subject to retention of title. If the reserved goods are inseparably combined or mixed with other items not belonging to us, we 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 combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the customer's item is to be regarded as the main item, the customer and we agree already now that the customer shall transfer co-ownership of this item to us on a pro rata basis. We accept this transfer. The customer shall hold the sole ownership or co-ownership of an item thus created in safe custody for us.

6.7 If the realizable value of the securities to which we are entitled from the business relationship exceeds our claims by more than 10 %, we shall release securities of our choice at the request of our customer.

## 7. Delivery restrictions

7.1 We undertake to operate, sell, supply or similar the goods exclusively in accordance with the applicable provisions of European and national law, and in particular Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021.

7.2 The performance of the contract is subject to the condition that there are no obstacles due to national and/or international legal provisions, in particular (US re-) export control law, as well as embargo regulations or other export restrictions of a national or international nature. When reselling and transferring our goods to third parties, the customer shall comply with the applicable provisions of national and international (in particular US re-) export control law. In any case, when reselling our products to third parties, the customer shall observe and comply with the (re-) export control regulations of the Federal Republic of Germany, the European Union and the United States of America.

7.3 Before reselling and passing on our goods to third parties, the customer shall in particular check and ensure by appropriate measures that

7.3.1 the terms and conditions of all relevant and currently applicable sanctions lists of the European Union and the United States of America concerning legal transactions with companies, persons or organizations listed therein are complied with;

7.3.2 it does not violate any embargo imposed by the European Union, the United States of America and/or the United Nations - also taking into account any restrictions on domestic transactions and any prohibitions on circumvention - by selling or transferring our goods or providing services related to them to third parties; and

7.3.3 our goods are expressly not delivered to third parties for military use, in particular prohibited or subject to authorization, armament-related, nuclear or weapons technology use, unless the required authorization is available and does not violate other currently valid international sanction regulations. The customer shall inform us of any military end-use within the meaning of Regulation (EU) 2021/821, should the customer be aware of such.

7.4 In order to carry out export control inspections by us, at our premises or due to external requirements by, for example, authorities (e.g. customs administration, BAFA, Federal Ministry of Economics), the customer shall immediately provide us, upon our request, with all information and/or documentation available concerning

- the final recipient
- the final destination
- the intended use
- other required export control information

of the products supplied by us to third parties on the part of the customer and any services provided by him in this connection as well as any export control restrictions applicable in this respect.

7.5 We may defer, suspend and stop any shipment of the affected goods until the information required in the request for information under Section 7.4 is provided.

7.6 If an export license is required, we may defer, suspend or stop the export of the affected goods until a license is issued or cancel the order if the issuance of the license is denied.

7.7 If, after the conclusion of the sales contract, goods are subject to approval due to a change in the law, we may defer, suspend or stop the export of the goods concerned until the required license has been granted. Should the export license be denied, we are allowed to cancel the transaction. If, in addition, there are delivery restrictions which become known or valid after conclusion of the contract (e.g. embargo measures), we may defer, suspend, stop or cancel the export of the affected goods.

7.8 We shall not be liable for any damage or consequential damage incurred by the customer as a result of cancellation or delay in shipment due to one or more of the cases mentioned in the preceding paragraphs, unless the delay causing the damage was caused by intent, gross negligence or omission on our part. The customer shall be liable to us for any cancellation or delay due to one or more of the cases referred to in the preceding paragraphs to the extent that the customer is responsible for this. Any circumvention of trade policy measures by the customer takes place without our knowledge and approval.

7.9 The customer shall immediately and without delay fully indemnify us against all claims asserted against us by authorities or other third parties due to the customer's failure to comply with or breach of the aforementioned export control obligations and undertakes to reimburse us for all damages and expenses (legal fees, etc.) incurred by us in this connection. We are entitled to demand advance payments.

## 8. Warranty

8.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective instructions), unless otherwise stipulated below. In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to Sections 478 et seq. BGB). Claims from supplier recourse are

excluded if the defective goods have been further processed by our customer or another entrepreneur, e.g. by incorporation into another product.

8.2 In particular, the basis of our liability for defects is the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogs or on our website) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods.

8.3 The agreed quality does not imply the assumption of a guarantee, e.g. within the meaning of Section 443 BGB. Insofar as the quality has not been agreed, it is to be assessed according to the statutory regulation whether a defect exists or not (Section 434 para. 3 BGB). In order for there to be a use presupposed according to the contract within the meaning of Section 434 para. 2 no. 2 BGB, our consent is required. For this purpose, the customer shall describe to us the concrete conditions of use on site in a correct and accurate manner in writing. Public statements made by or on behalf of the manufacturer, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.

8.4 In principle, we shall not be liable for defects of which the customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (Section 442 BGB). Furthermore, the customer's claims for defects presuppose that the statutory obligations to inspect and give notice of defects (Sections 377, 381 HGB) have been fulfilled. In the case of construction materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects shall be notified to us in writing within 10 working days of delivery and defects not apparent on inspection within the same period of time from discovery. If the customer fails to carry out the proper inspection and/or to give notice of defects, our liability for the defect which was not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the customer shall in particular have no claims for reimbursement of corresponding costs ("dismantling and installation costs").

8.5 In the event of improper use, handling and storage of the goods, non-observance of our instructions and guidelines, damage and destruction of the goods after the transfer of risk, no warranty claims shall exist due to the defects caused thereby.

8.6 The production process of technically complex products, which also involves natural raw materials, can naturally lead to deviations in various parameters and properties, including in the dimensions and material of the products. Such customary and/or production-related deviations in dimensions and material do not constitute a defect, provided that they do not adversely affect the functionality and intended use of our products and do not entitle the customer to complain about the subject matter of the contract, provided that the deviations are reasonable for the customer. For tolerances, DIN standards and our factory standards apply, if available, which can be viewed on our website under the following link: <https://www.pfleiderer.com/dach-de/service/downloads>

8.7 Excess and short deliveries in quantity and number of items are permissible up to 10 % due to the production process.

8.8 Defects shall be remedied at our discretion by rectification or replacement delivery. If the type of subsequent performance chosen by us is unreasonable for the customer in the individual case, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

8.9 We are entitled to require the customer to pay the purchase price due as a condition for the subsequent performance owed. However, the customer shall be entitled to withhold a part of the purchase price that is reasonable in relation to the defect.

8.10 Our customer shall give us or our agents the time and opportunity required for the subsequent performance owed and, in particular, hand over to us the goods complained about for inspection purposes and provide us with representative test samples.

8.11 In the event of a replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions; the customer shall not have a claim for return.

8.12 We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these GTC, if a defect is actually present. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request for rectification of the defect (in particular inspection and transport costs) if the customer knew or could have known that there was actually no defect.

8.13 Subsequent performance shall neither include the dismantling or removal of the defective item nor the re-installation or attachment of a defect-free item if we were not originally obligated to perform these services; claims of the customer for reimbursement of corresponding costs ("dismantling and installation costs") shall remain unaffected.

8.14 If the subsequent performance has failed or if a reasonable deadline to be set by the customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, our customer may also withdraw from the purchase contract or demand an abatement of price. However, there shall be no right of withdrawal in the case of an insignificant defect.

8.15 Claims of the customer for reimbursement of expenses according to Section 445a para. 1 BGB are excluded. Also, in case of defects, claims of the customer for damages or reimbursement of futile expenses shall only exist in accordance with clause 9 and 10, otherwise they shall be excluded.

## 9. Other liability

9.1 Unless otherwise stipulated in these GTC including the following conditions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

9.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of liability for fault in the event of intent and gross negligence. In the case of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in own affairs, insignificant breach of duty), only

- a) for damages resulting from injury to life, body and health,
- b) for damages resulting from the breach of an essential contractual obligation (Obligation, whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the customer regularly trusts and may trust); in this case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.

9.3 Any claims of the customer exceeding clause 9.2, in particular any form of claims for damages, namely for consequential losses caused by a defect, are excluded.

9.4 The limitations of liability resulting from clause 9.2 and clause 9.3 shall also apply to third parties as well as in the event of breaches of duty by persons (also in their favor) whose fault we are responsible for according to statutory provisions. They shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods, as well as in the case of claims under the Product Liability Act.

9.5 Due to a breach of duty which does not consist of a defect, the customer may only withdraw from or terminate the contract if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to Sections 650, 648 BGB) is

excluded. In all other respects, the statutory requirements and legal consequences shall apply.

#### **10. Limitation**

10.1 Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

10.2 If the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (Section 438 para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444 ff. BGB) shall also remain unaffected.

10.3 The above limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages of the customer according to clause 9.2 sentence 1 and sentence 2 a) as well as according to the Product Liability Act shall be subject to the statutory limitation periods exclusively.

#### **11. Secrecy**

Our customer is obligated to use business and trade secrets that have been entrusted to or have become known to the customer on the occasion of the business relationship exclusively for the execution of this contract and not to exploit them during the duration and after termination of the contractual relationship and to maintain secrecy vis-à-vis third parties. The above does not apply to information which

- a) were generally known at the time of transmission or become generally known thereafter - without fault of the customer,
- b) were already lawfully known at the time of disclosure without the existence of a confidentiality obligation,
- c) are made known to the customer by third parties after the time of transmission without any obligation to maintain secrecy, without the third party in turn being obliged to maintain secrecy vis-à-vis the customer,
- d) have been developed independently without using the information provided by Pfleiderer,
- e) become known through a permissible analysis of publicly available services or products, or
- f) must be disclosed due to mandatory statutory, official or court regulations or orders, in which case Pfleiderer shall be informed comprehensively by the Customer without undue delay.

#### **12. Property right**

12.1 Printed, punched or embossed pieces and samples produced by us remain our property.

12.2 We reserve the copyrights and, if applicable, the industrial property rights to the patterns, embossing and samples designed by us or by a third party on our behalf.

#### **13. Other provisions**

13.1 We are entitled to process the data received from our customer on the basis of the business relationship in accordance with the provisions of the German Federal Data Protection Act or the GDPR, in particular also to transmit to credit insurers the data required for credit insurance. Our privacy policy can be found at <https://www.pfleiderer.com/global-en/privacy-policy>, which provides information on the type, scope and purpose of data collection.

13.2 The assignment of claims to which our customer is entitled against us from the business relationship is excluded.

13.3 Should one of the above conditions be legally ineffective, the effectiveness of the other provisions and the rest of the contract shall not be affected. Insofar as provisions have not become part of the contract, the content of the contract shall then be governed by the statutory provisions.

13.4 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Neumarkt. The same shall apply if the customer is an entrepreneur within the meaning of Section 14 BGB. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

**Pfleiderer Deutschland GmbH, Ingolstaedter Str. 51, D-92318 Neumarkt i.d.Opf, Germany  
Tel.: +49 (0) 9181 28-0**