General Terms and Conditions of Sale – Optris GmbH & Co. KG

I. General Provisions, Scope of Delivery and Suitability, Rights of Use

1. The scope of deliveries of goods or services (together hereinafter referred to as “Deliveries”) shall be determined by the mutually agreed-upon written statements of the parties (Optris as “Supplier” and purchaser as „Purchaser “). Documents, technical specifications, brochures, data sheets, and website information are binding only if expressly incorporated into the contract. Standard product tolerances, technical advancements, and changes to components, optics, firmware, and housings are permitted, provided that the functionality and agreed-upon specifications of the Deliveries as per the contract remain unchanged.
2. If the Purchaser plans to use the Deliveries in applications that create risks for persons, equipment, the environment, or of fire, explosion, production downtime, or significant property damage (hereinafter: “High-Risk Applications”), the Purchaser must provide independent protection, monitoring, and shutdown systems and is solely responsible for verifying the suitability of the Deliveries for the specific intended use. If the Purchaser transfers the delivered goods to third parties (e.g., through resale), the Purchaser must contractually transfer the obligation set forth in the preceding sentence to the third party. Information regarding the application and suitability of the Deliveries for a specific intended use is provided to the best of Supplier’s knowledge based on the information provided by the Purchaser. Unless expressly agreed in writing, such information does not constitute an agreement nor a representation, warranty or guaranty regarding quality or suitability for a specific use and does not prevent the Purchaser from conducting its own testing and validation for the specific application.
3. The Purchaser’s terms and conditions shall apply only to the extent that the Supplier has expressly agreed to them in writing; otherwise, they are rejected in their entirety (even if the Supplier delivers or performs services while aware of such terms and conditions without separate objection). These General Terms and Conditions of Sale also apply to future transactions, even if they are not expressly agreed upon again. In the event of a multilingual version of these terms and conditions, the German version shall prevail in case of doubt.
4. With regard to cost estimates, drawings, and other documents (hereinafter: “Documents”), the Supplier reserves its full rights of ownership and copyright. The Documents may be used only for the purposes specified in the contract and may be made available to third parties only with the Supplier’s explicit prior written consent. If the order is not awarded to the Supplier, the Documents must be returned by the Purchaser to the Supplier immediately upon request; copies (including digital copies) must be destroyed, and destruction must be confirmed in writing at the Supplier’s request. Sentences 1 and 2 apply mutatis mutandis to the Purchaser’s documents; however, these may be made available to third parties to whom the Supplier has lawfully subcontracted Deliveries.
5. The Purchaser does not acquire ownership of the standard software that is incorporated in the delivered product or installed separately. Instead, the Purchaser is granted a non-exclusive license to use such software with the agreed-upon performance characteristics in unmodified form on the agreed-upon devices under the following conditions:
    a) The Purchaser may create a backup copy without an express agreement.
    b) The Supplier’s software is intended for the configuration, visualization, evaluation, storage, or integration of measurement data from Optris devices.
    c) The software processes measurement data to the extent technically feasible; the correct selection, parameterization, and validation in the specific application are the responsibility of the user. The software does not replace the user’s own process validation. The user remains solely responsible for selection, installation, parameterization, emissivity settings, calibration status, environmental conditions, alarms, limit values, and integration into machine or process control systems.
    d) The software must not be used as the sole safety-critical protective measure. For High-Risk Applications (as defined in Article I paragraph 2 above), the user must provide independent protection, monitoring, and shutdown systems. The user must install safety-related updates immediately and use supported versions and must not use insecure legacy versions in production or network-exposed environments. If the Purchaser transfers the Deliveries to third parties (e.g., through resale), the Purchaser must contractually transfer the obligations set forth in the preceding sentences of this subparagraph d) to the third party.
    e) The Purchaser is prohibited from decompiling, disassembling, circumventing protection mechanisms, removing copyright notices, manipulating license files, modifying binary files, or

improperly accessing interfaces. The same applies to the use of external scripts, plugins, PLC logic, third-party software, or faulty integration not authorized by the Supplier. The Purchaser's rights referred to in § 69g (2) of the German Copyright Act (UrhG) remain unaffected by the foregoing restrictions.

f) Unless otherwise agreed, the Supplier is not obligated to provide either audit-proof archiving or telemetry. The Supplier may provide vulnerability notifications and mark certain older versions as "unsupported." The operator is responsible for network security, backups, IT operations, interfaces, remote access, and updates.

g) Supplementary license terms may apply to the Optris software libraries, drivers, codecs, frameworks, or open-source components, including the End User License and Terms of Use for Free-of-Charge Optris Software and Optris Software Development Kits.

6. Partial Deliveries are permitted provided they are not unreasonable for the Purchaser.
7. The supplier may send electronic messages, such as emails, to invite the Purchaser to trade shows, for product presentations, etc., provided the requirements of § 7(3) of the German Unfair Competition Act (UWG) are met, or consent has been obtained. The purchaser may revoke this service at any time by notifying the supplier.

II. Prices, Terms of Payment

1. Prices are ex works (EXW, in accordance with Incoterms 2020), excluding packaging, plus the applicable statutory value-added tax.
2. If Supplier has assumed the task of setting up or assembling the goods, and if nothing is agreed otherwise, then, in addition to the agreed remuneration, Purchaser shall pay all the ancillary costs incurred by Supplier for such setting up or assembling, such as travel expenses, costs for transporting tools and personal luggage, and daily allowances.
3. Payments must be made free of charges to Supplier's appointed paying agent. Payment date: 30 days after the date of invoice, net without deduction or as agreed.
4. The Purchaser may offset only those claims that are undisputed, ready for adjudication, or have been legally established by a court of competent jurisdiction. The Purchaser is authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.
5. Invoices shall be issued, at the Supplier's discretion, in electronic form (e-invoice, PDF) or on paper. An invoice shall be deemed to have been properly issued and transmitted if it is sent to the email address provided by the Purchaser when placing the order or if it is enclosed with the Deliveries. The Purchaser must notify the Supplier immediately in writing of any changes to this email address. Unless expressly agreed upon, the Supplier is not obligated to upload invoices to the Purchaser's or a third party's invoicing, supplier, or procurement portal, nor is the Supplier obligated to register for any such portal. Mandatory legal requirements regarding invoicing remain unaffected.

III. Retention of Title

1. The Supplier retains title to all delivered goods until the Purchaser has paid all current and future claims arising from the business relationship. The retention of title also extends to spare, replacement or exchange parts such as motors, control units, etc., even if they are installed (because they are not essential components within the meaning of § 93 of the German Civil Code BGB). When payment is made using cheques or bills of exchange, the retention of title shall continue beyond the payment by cheque and until the parties to the bill of exchange are released from their liability. In the case of a current account relationship (ongoing business relationship), the Supplier retains title until all payments arising from the existing current account relationship have been received; the retention of title applies to the acknowledged balance; in such cases, the provisions of this article shall apply mutatis mutandis.
2. If the Purchaser breaches the contract, in particular in the event of default in payment, the Supplier is entitled, after a reasonable grace period for performance set by the Supplier has expired without performance by the Purchaser, to take back the goods or to withdraw from the contract. The mere taking back of the goods, the assertion of the retention of title, or the seizure of the goods by the Supplier shall not be construed as a withdrawal from the contract unless a reasonable grace period for performance set by the Supplier has expired without performance by the Purchaser and the withdrawal has been expressly declared by the Supplier. Any costs incurred by the Supplier as a result of the repossession (in particular, transportation costs) shall be borne by the Purchaser. The Supplier is further entitled to prohibit the Purchaser from reselling, processing,

combining, or mixing the goods delivered under retention of title and to revoke the authorization to collect claims assigned pursuant to paragraph 6 of this Article III below.

3. The Purchaser may not demand delivery of goods that have been taken back without an express notice of withdrawal until the purchase price and all costs have been paid in full.
4. The Purchaser is obligated to handle the goods with due care (including necessary inspection and maintenance work) and to insure them adequately against customary risks at its own expense.
5. The Purchaser may neither pledge nor assign as security the delivered goods or the claims arising in their place, nor may the Purchaser assign them (with the exception of assignment to the Supplier pursuant to Article III paragraph 6). In the event of seizures or other interventions by third parties, the Purchaser must notify the Supplier immediately in writing so that the Supplier may file a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO). The Purchaser must support the Supplier in pursuing legal action. The Purchaser shall bear any costs of this action that remain to be paid by the Supplier despite a successful outcome of the legal dispute pursuant to § 771 of the German Code of Civil Procedure (ZPO). Furthermore, the Purchaser shall bear the costs of the Supplier's judicial and extrajudicial legal proceedings, insofar as these are not reimbursed by the intervening third party and are attributable to a breach of duty for which the Purchaser is responsible.
6. The Purchaser is entitled to resell, process, or intermix the purchased goods in the ordinary course of business; in doing so, however, the Purchaser hereby assigns to the Supplier all claims arising from the resale, processing, mixing, or on other legal grounds (in particular from insurance policies or based on tort law) up to the amount of the agreed final invoice amount (including value-added tax). If the delivered goods are resold together with other items that do not belong to the Purchaser, the Purchaser assigns the resulting claims to the Supplier up to the amount of the agreed-upon gross price. The Purchaser remains authorized to collect these claims even after the assignment, although the Supplier's authority to collect the claims itself remains unaffected. However, the Supplier undertakes not to collect the claim as long as the Purchaser meets its payment obligations from the proceeds received, is not in default of payment, and no petition for the opening of insolvency proceedings has been filed and no suspension of payments has occurred. If any of these conditions is no longer satisfied, the Purchaser must, upon request, disclose the assigned claims and the debtors to the Supplier, provide all information necessary for collection, hand over the relevant documents, and notify the debtor (third party) of the assignment.
7. The retention of title also extends to any products resulting from processing or transformation of the Deliveries by the Purchaser (at such products full value). Such processing or transformation is deemed to be carried out on behalf of the Supplier and the Supplier is deemed to be the manufacturer of the resulting products for the purpose of the retention of title. If, in the event of processing or transformation involving goods belonging to third parties, the third parties' right of ownership remains in effect, the Purchaser hereby grants the Supplier co-ownership in proportion to the relative objective value of respective goods used; in this case, the Purchaser shall carefully safeguard the goods on behalf of the Supplier. If the goods subject to retention of title are combined with (an)other item(s) such that they form a single item, or inseparably mixed with other items, and if the other item(s) is/are to be regarded as the principal item(s), the Purchaser shall transfer ownership to the Supplier to the extent that the principal item(s) belong(s) to the Purchaser; the Purchaser shall hold the resulting (co-)ownership in trust for the Supplier. In all other respects, items created in this manner shall be subject to the same provisions as Deliveries delivered under retention of title. To the extent that acquisition of ownership is not possible, the Purchaser hereby assigns to the Supplier its corresponding prospective or substitute claims.
8. The Purchaser also assigns to the Supplier, as security for the Supplier's claims against the Purchaser, any claims arising against a third party as a result of the incorporation of the delivered goods into real property.
9. If the realizable value of the security to which the Supplier is entitled exceeds the nominal value of the secured claims by more than 20%, the Supplier shall release security upon the Purchaser's request; the decision as to which security is to be released shall be at the Supplier's discretion.
10. The transfer of risk is governed exclusively by Article V; the retention of title does not affect the Purchaser's assumption of risk.

IV. Delivery Deadlines, Default

1. Compliance with delivery deadlines is contingent upon the timely receipt of all documents to be provided by the Purchaser, necessary approvals and clearances, and in particular technical drawings, as well as the Purchaser's compliance with the agreed-upon terms of payment and other obligations. If these conditions are not met in a timely manner, the deadlines shall be extended accordingly; this shall not apply if the Supplier is responsible for the delay.

2. In the event of unforeseen obstacles beyond the Supplier's control that the Supplier could not avert despite exercising the care reasonably expected under the circumstances – regardless of whether they occur at the Supplier's premises or those of its subcontractors – such as force majeure (e.g., war, mobilization, civil unrest, fire, and natural disasters), delays in the delivery of essential intermediate products and raw materials due to pandemics, epidemics, acts of terrorism, cyberattacks, sanctions, embargoes, export/import restrictions, energy crises, transportation disruptions, Supplier insolvency, semiconductor/optics/material shortages, and government measures, etc., the delivery period shall be extended by the duration of the hindrance plus a reasonable ramp-up period. If delivery has become unreasonable for the Supplier due to the hindrance, the Supplier may withdraw from the contract in whole or in part. The Supplier shall be entitled to the same rights (extension, withdrawal in case of unreasonableness) in the event of strikes or lockouts at its premises or those of its Suppliers, or in the event of delays caused by export inspections. The Supplier shall notify the Purchaser of such circumstances without delay.
3. In the event of a delay in delivery, the Purchaser may withdraw from the contract after a reasonable grace period has elapsed without result; in the event of impossibility of performance, the Purchaser is entitled to this right even without setting a deadline. Claims for damages (including any consequential damages) are excluded, without prejudice to paragraph 4 of this Article IV, which is not intended to reverse the burden of proof; the same applies to claims for reimbursement of expenses.
4. If the delay in delivery is due to an intentional or grossly negligent breach of duty attributable to the Supplier, the Supplier shall be liable in accordance with statutory provisions; any fault on the part of the Supplier's vicarious agents shall be attributable to the Supplier. The same applies in the event of injury to life, limb, or health, or if a specific delivery time has explicitly been guaranteed. If the Supplier culpably, but not intentionally or through gross negligence, breaches a material contractual obligation or 'cardinal obligation,' liability shall be limited to the foreseeable damage typical for this type of contract; otherwise, liability is excluded in accordance with paragraph 3 of this Article IV. For claims of reimbursement of expenses, the foregoing applies mutatis mutandis. If a fixed-date transaction has been agreed upon, the Supplier shall be liable in accordance with statutory provisions; the same applies if the Purchaser can validly assert, due to a delay for which the Supplier is responsible, that its interest in the performance of the contract has ceased to exist.
5. Upon the Supplier's request, the Purchaser is obligated to declare within a reasonable period of time whether it will withdraw from the contract due to the delay in delivery or insist on delivery.
6. If shipment or delivery is delayed at the Purchaser's request by more than one month after notification of readiness for shipment, the Purchaser may be charged a storage fee of 0.5% of the price of the delivered items for each month or portion thereof, up to a maximum total of 5%. The Supplier is free to prove that the damage or expenses were higher; the Purchaser is free to prove that no damage or expenses were incurred, or that they were significantly lower.

V. Transfer of Risk

1. The risk of accidental loss or deterioration of the Deliveries shall pass to the Purchaser as follows, even in the case of carriage-paid delivery:
    a) for Deliveries without installation or assembly, when the product has been shipped or picked up. At the Purchaser's request and expense, the Supplier shall insure Deliveries against the usual transport risks;
    b) for Deliveries including installation or assembly, on the day the product is taken over by the Purchaser at the Purchaser's own premises or, if explicitly agreed, after successful trial operation by the Purchaser.
2. If shipment, delivery, the start or performance of installation or assembly, acceptance at the Purchaser's own premises, or trial operation is delayed for reasons attributable to the Purchaser, or if the Purchaser is in default of acceptance for other reasons, the risk shall pass to the Purchaser.

VI. Installation and Assembly

Unless otherwise agreed in writing or unless special assembly conditions are incorporated into the contract, the following provisions apply to installation and assembly:

1. The Purchaser shall, at its own expense, provide the following in a timely manner:
    a) all earthwork, construction work, and other ancillary work not specific to the industry, including the necessary skilled and unskilled labor, building materials, and tools;
    b) the supplies and materials required for installation and commissioning, such as scaffolding, hoists, and other equipment, fuels, and lubricants,

c) power and water at the point of use, including connections, heating, and lighting,
d) at the installation site, sufficiently large, suitable, dry, and lockable rooms for the storage of machine parts, equipment, materials, tools, etc., as well as appropriate work and rest areas for the installation personnel, including sanitary facilities appropriate to the circumstances; furthermore, the Purchaser shall take such measures on the construction site to protect the Supplier's and the installation personnel's property that it would take to protect its own property and personnel,
e) Protective clothing and protective equipment required due to special circumstances at the installation site.

2. Before installation work begins, the Purchaser must, without being asked, provide the necessary information regarding the location of concealed electrical, gas, and water lines or similar systems, as well as the required structural data.
3. Before installation or assembly begins, the materials and items required for the commencement of work must be present at the installation or assembly site, and all preparatory work must be sufficiently advanced prior to the commencement of work so that the installation or assembly can begin as agreed and be carried out without interruption. Access routes and the installation of the assembly site must be leveled and cleared.
4. If installation, assembly, or putting into operation is delayed due to circumstances for which the Supplier is not responsible, the Purchaser shall bear Supplier's reasonable costs and expenses for waiting time and any additional travel required by the assembly personnel.
5. The Purchaser must certify weekly, without delay, the number of working hours of the installation personnel as well as the completion of the installation, assembly, or commissioning.
6. If the Supplier requests acceptance of the Deliveries upon completion, the Purchaser must carry out such acceptance within two weeks. If acceptance does not occur within such time, the Deliveries are deemed accepted. Deliveries shall also be deemed accepted if they are used by the Purchaser, if applicable, following the completion of an agreed-upon testing phase.
7. To the extent that the installation of the Supplier's standard software on the Purchaser's existing equipment has been agreed upon, the foregoing provisions shall apply mutatis mutandis.

VII. Acceptance

The Purchaser may not refuse to accept Deliveries due to minor defects, without prejudice to its rights under Article VIII.

VIII. Material Defects

The Supplier shall be liable for defects in the Deliveries as follows (and, if the Purchaser is a merchant, only if the Purchaser has properly fulfilled the obligations to inspect and give notice of defects under Section 377 of the German Commercial Code (HGB), with such notice to be given in writing):

1. If the purchased item is defective, the Supplier is entitled, at its discretion, to repair the defect or to deliver a defect-free item ("Remedial Performance"). A significant measurement inaccuracy constitutes a defect only if it occurs under the calibration and reference conditions specified for the product (e.g., ambient temperature, measurement distance, field of view, emissivity, warm-up time, etc.). Compliance with the measurement specifications is determined as of the time of transfer of risk; normal operational drift occurring thereafter, as well as deviations resulting from omitted or delayed recalibration, do not constitute a defect. If one or both types of Remedial Performance are impossible or disproportionate, the Supplier is entitled to refuse them. In the event of a notice of defect, the Purchaser may withhold payments to an extent that is reasonably proportionate to the material defects that have occurred. If the notice of defect is unfounded, the Supplier is entitled to demand reimbursement from the Purchaser for any expenses incurred due to the notice.
2. If the remedies referred to in paragraph 1 of this Article VIII are impossible or fail, the Purchaser may reduce the purchase price or rescind the contract in accordance with its statutory rights. The foregoing applies in particular if the Supplier culpably delays or refuses Remedial Performance or if attempts of Remedial Performance fail twice. Notwithstanding paragraph 4 of this Article VIII, other claims by the Purchaser are excluded regardless of their legal basis (in particular claims arising from breaches of statutory obligations in connection with the conclusion of the contract, breaches of primary and secondary contractual obligations, reimbursement of expenses except pursuant to § 439(2) of the German Civil Code (BGB), and tort). The exclusion applies in particular to claims for damages unrelated to the purchased Deliveries, as well as to claims for compensation for lost profits, loss of production, or other damages resulting from business interruption. The exclusion also applies to claims that do not result from the defectiveness of the purchased product.

3. The foregoing provisions also apply in the event of delivery of a different item or a smaller quantity.
4. The Supplier is liable in accordance with statutory provisions if it, its vicarious agents, or its legal representatives breach obligations intentionally or through gross negligence. The statutory provisions shall also apply if a material contractual obligation (cardinal obligation) is breached negligently or intentionally. Absent intent or gross negligence, the remaining liability is limited to the foreseeable damage typical for this type of contract. The Supplier is also liable in accordance with statutory provisions for (i) injury to life, body, or health, (ii) as provided for by the German Product Liability Act (Produkthaftungsgesetz), (iii) for any explicit warranty, representation or guarantee, provided that a defect covered by such warranty, representation or guarantee forms the basis of the Supplier's liability. For claims for reimbursement of expenses, the foregoing applies mutatis mutandis. None of the foregoing provisions is intended to reverse the burden of proof.
5. The Supplier shall not be liable for any damages resulting from any of the following causes: unsuitable or improper use or faulty installation by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, defective construction work, unsuitable building site, substitute materials, chemical, electrochemical, or electrical influences (unless attributable to the Supplier), or improper modifications or repair work carried out by the Purchaser or third parties without the Supplier's explicit prior approval.
6. Claims for defects shall be time-barred one year after delivery of the purchased item (in the case of Deliveries requiring acceptance, from the date of acceptance), provided that the Supplier, its legal representatives, or vicarious agents are not guilty of intent, fraudulent concealment, or gross negligence, and provided that no injury to life, body, or health has occurred. If a purchased item has been used in accordance with its customary purpose for a built structure and has caused such structure's defectiveness, claims for defects shall be time-barred five years after delivery of the purchased item (or date of acceptance, where required). Claims for reduction of the purchase price and the exercise of a right of rescission are excluded to the extent that the claim for Remedial Performance has become time-barred. However, in the case described in sentence 3, the Purchaser may refuse to pay the purchase price to the extent that he would be entitled to do so on the basis of rescission or reduction; in the event of the exclusion of rescission and a subsequent refusal to pay, the Supplier is entitled to rescind the contract. The statutory limitation periods for the rights of recourse under §§ 445a, 445b, 478 et seq. of the German Civil Code (BGB), for claims arising from a representation or warranty expressly made by the Supplier, for claims under the German Product Liability Act (Produkthaftungsgesetz), and for claims pursuant to § 438(1)(1) BGB remain unaffected.
7. Representations, warranties and guarantees are effective only if they are expressly made and in writing.
8. Any exclusion of the Supplier's liability also applies to its legal representatives and vicarious agents.

IX. Industrial Property Rights and Copyrights; Legal Defects

1. Unless otherwise agreed, the Supplier is obligated to deliver the goods free of third-party intellectual property rights (hereinafter: "Intellectual Property Rights") solely within the country of the place of delivery. If a third party asserts valid claims against the Purchaser based on an infringement of Intellectual Property Rights caused by the Purchaser's use of the Deliveries in accordance with the contract, the Supplier shall be liable to the Purchaser within the period specified in Article VIII paragraph 6, as follows:
    a) At its discretion and at its own expense, the Supplier shall either obtain a right of use for the goods in question, modify them so that the Intellectual Property Rights are not infringed, or replace them. If the Supplier is unable to achieve this using commercially reasonable efforts, the Purchaser shall be entitled to the statutory rights of rescission of the contract or reduction of the purchase price.
    b) The Supplier's obligation to pay damages and reimburse expenses is governed by Article X.
    c) The Purchaser must immediately notify the Supplier in writing of any third-party claims, shall not make any admission of fault or infringement without the Supplier's explicit, written consent, and must leave all defense measures and settlement negotiations to the Supplier. If the Purchaser ceases use of the Deliveries for the purpose of mitigating damages or for other reasons, it must inform the third party that the suspension of use does not constitute an admission of fault or infringement. If the Purchaser violates the obligations set forth in this subparagraph c), it loses its indemnification rights against the Supplier to the extent that the Supplier is disadvantaged as a result thereof.
2. Claims by the Purchaser are excluded to the extent to which it is responsible for the Intellectual Property Rights infringement.
3. Claims by the Purchaser are also excluded to the extent that the Intellectual Property Rights infringement is caused by specific requirements of the Purchaser, by a use of the Deliveries that was not foreseeable for the

Supplier, or by the fact that the Deliveries have been modified by the Purchaser or used in conjunction with products or software not supplied by the Supplier.

4. In the event of Intellectual Property Rights infringements, the provisions of Article VIII, paragraph 1, shall apply mutatis mutandis to the Purchaser's claims set forth in paragraph 1a) of this Article IX.
5. In the event of other legal defects, the provisions of Article VIII shall apply mutatis mutandis.
6. Any further claims or claims other than those provided for in this Article that the Purchaser may have against the Supplier, its legal representatives, or its vicarious agents due to defects of title are excluded in accordance with Article X.

X. Other Claims for Damages and Withdrawal

1. The following provisions apply to breaches of duty other than defectiveness of Deliveries and are not intended to exclude or limit the statutory right of rescission based on such breaches. Likewise, the Supplier's statutory and contractual rights and claims are not excluded nor limited by the following provisions.
2. Any claims by the Purchaser other than claims based on defectiveness of Deliveries, regardless of their legal basis (in particular claims arising from breaches of statutory obligations in connection with the conclusion of the contract, breaches of primary and secondary contractual obligations or advisory obligations, reimbursement of expenses, and tort) are excluded; this applies in particular to claims arising from damage unrelated to the purchased goods, as well as to claims for compensation for lost profits, loss of production, or other damages resulting from business interruption; this also includes claims for indirect damages that do not result from a defect in the purchased goods. The Supplier shall be liable in accordance with statutory provisions only to the extent that it, its vicarious agents, or its legal representatives have breached obligations intentionally or through gross negligence or have culpably breached a material contractual obligation (cardinal obligation). If the Supplier, its vicarious agents, and its legal representatives are not guilty of intent or gross negligence, the remaining liability is limited to the foreseeable damage typical for this type of contract. The Supplier shall also be liable in accordance with statutory provisions for injury to life, body, or health; and as provided for by the German Product Liability Act (Produkthaftungsgesetz). Statutory liability also applies if the Supplier has made explicit representations or warranties or given explicit guarantees if such representations, warranties or guarantees are breached and the Supplier is responsible for such breach. The foregoing applies mutatis mutandis to claims for reimbursement of expenses. A reversal of the burden of proof is not intended.
3. Any exclusion of the Supplier's liability also applies to its legal representatives and vicarious agents.

XI. Indemnification by the Supplier in the Event of Failure to Test Suitability

If the Purchaser uses the Deliveries or the standard software supplied with it in High-Risk Applications (as defined in Article I, paragraph 2) without conducting its own testing and validation for the specific application and/or without independent protection, monitoring, and shutdown systems (as agreed upon in Article I, paragraph 2 and Article I, paragraph 5d), the Purchaser shall indemnify, defend and hold harmless the Supplier against and from third party claims that are based on damages that are caused by such omission.

XII. Place of Performance, Jurisdiction, Governing Law, and Burden of Proof

1. The place of performance is the place of shipment (Supplier's manufacturing facility or warehouse).
2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship shall be the Supplier's place of business if the Purchaser is a merchant, a legal entity under public law, or a special fund under public law. However, the Supplier is also entitled to bring an action in other permissible courts of competent jurisdiction.
3. This contract shall be exclusively governed by and construed in accordance with German law with the exception of rules of conflicts of laws or private international law that would result in the application of laws other than the domestic laws of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
4. None of the clauses agreed upon in these Terms and Conditions is intended to alter the statutory or judicial allocation of the burden of proof.

XIII. Further Processing/On-Sale

1. The delivered products, including the software, are intended exclusively for civilian, industrial use. Any military use, whether direct or indirect, as well as use in connection with nuclear, biological or chemical weapons or their delivery systems, is prohibited. The Purchaser undertakes not to transfer the products to third parties intending to use them for military purposes and to comply with the relevant export control regulations, sanctions,

embargoes, dual-use regulations, and regulations against corruption and money laundering. The Purchaser is obligated to provide the Supplier with information regarding the end use and the end purchaser(s) and to furnish appropriate evidence. The Supplier is entitled to refuse delivery in the event of sanctions, embargo, and/or military end-use risks and, if existing risks cannot be remedied within a reasonable period, to withdraw from the contract; claims for damages by the Purchaser are excluded in this regard. The same right applies in the event of violations of regulations regarding the prevention of corruption, bribery, money laundering, and sanctions violations, including transactions designed to circumvent relevant restrictions.

2. The Purchaser further undertakes to incorporate the above provision (Article XIII paragraph 1) into contracts with third parties to whom the products supplied by the Supplier are resold and to provide appropriate evidence thereof. The same applies to the delivery of products manufactured through further processing of the products provided by the Supplier. The Supplier is entitled to refuse delivery until suitable evidence is provided and, if existing risks cannot be remedied within a reasonable period, to withdraw from the contract; Claims for damages by the Purchaser are excluded in this regard.
3. The Purchaser shall indemnify the Supplier against damages, expenses, and claims by third parties arising from a breach of this Article XIII for which the Purchaser is responsible. Further statutory rights remain reserved.

XIV. Binding Nature of the Contract

Should any provision of these terms and conditions be wholly or partially invalid or void, the remaining provisions shall remain unaffected. In the event of gaps in these General Terms and Conditions or individually agreed provisions, the contracting parties undertake to agree on a provision that most closely reflects the intended economic outcome.

XV. Data Protection and Confidentiality

1. To the extent necessary for the performance of the contract, the contracting parties may collect, store, and otherwise process personal data. In this regard, the parties are each independent data controllers within the meaning of Article 4(7) of the General Data Protection Regulation (GDPR). In all other respects, reference is made to the Data Protection Declaration published on the Supplier's website.
2. The parties shall treat all information of the other party obtained in connection with the contract that is designated as confidential or recognizable as confidential as confidential and shall use it exclusively for the purposes of the contract. This obligation does not include information that
    a) is generally known or becomes generally known without a breach of these terms,
    b) was already known to the receiving party prior to receipt,
    c) was lawfully obtained from a third party without any confidentiality obligation,
    d) was independently developed, or
    e) must be disclosed due to a mandatory legal obligation or an official order; in the case of e, the disclosing party shall notify the other party in advance, to the extent permitted. This obligation shall remain in effect for the duration of the contract and for three years following its termination.

XVI. Take-Back of Waste Equipment and Packaging

Notwithstanding § 19(3), sentence 1 of the German Electrical and Electronic Equipment Act (ElektroG), the Purchaser shall bear the costs of the take-back, treatment, and recycling of the Deliveries that have become waste equipment / „Altgeräte“ as defined in § 3 No. 3 of the ElektroG. If the Purchaser does not transfer the used equipment to the Supplier, the Purchaser must properly treat and recycle it in accordance with § 19 (2), sentence 2 of the ElektroG. The Purchaser shall pass these obligations on to third parties upon transferring the equipment to them.