

## General Service Terms and Conditions of AXITEC Energy GmbH & Co. KG

### § 1 Scope

- (1) Insofar as no other arrangement is expressly agreed in writing, these general service terms and conditions apply exclusively to all contracts relating to our deliveries and services concluded by us with a customer and to related pre-contractual obligations. Other business or purchasing conditions shall not become part of the contract, even where we have not expressly objected to such. This also applies if, in full awareness of conflicting or differing terms and conditions, we render services for the customer without reservation or reference to these conditions in individual correspondence.
- (2) Even if not expressly referred to when similar contracts are concluded in on-going business relations, our general service terms and conditions shall apply exclusively in the version which can be downloaded at <http://www.axitecsolar.com/en/terms-policies.html> upon placement of an order by the customer, unless another agreement has been concluded in writing between the contractual partners. On request, the customer shall also be provided free of charge with the current version of the general service terms and conditions in a printed form.
- (3) These general service terms and conditions do not apply to consumers as defined in § 13 BGB (German Civil Code).

### § 2 Conclusion of contract, offer documents

- (1) Our offers are non-binding and subject to change without notice, unless the offer is expressly declared as binding in writing. The customer shall be bound for two weeks to declarations concerning the conclusion of contracts (contract offers).
- (2) A legal obligation only comes into existence as a result of a contract signed by both parties or our written order confirmation, or upon commencement of rendering of service on our part in accordance with the contract. We can demand written confirmation of verbal acceptance of a contract by the customer.
- (3) We reserve rights of ownership and copyright to illustrations, drawings, calculations, tools and other documents. This also applies to those written documents designated as "confidential". The customer requires our express written permission prior to their transfer to or use for third parties.
- (4) The contractual partners pledge to return or destroy all documents and information received in the context of the cooperation and all copies produced on request.

### § 3 Subject matter of the contract, guarantees, service changes

- (1) The scope, type and quality of deliveries and services shall be determined by the contract signed by both parties or our order confirmation or, otherwise, our offer. Additional specifications or requirements shall only become part of the contract if the contractual partners agree to such in writing or we have confirmed them in writing. Any subsequent changes to the scope of service require mutual written agreement or our express written confirmation.
- (2) Product descriptions, illustrations and technical data are specifications of services, but do not constitute guarantees. Any guarantee must be expressly declared to be such in writing. Where guarantees are specified in offers, these are exclusively manufacturer guarantees which can only be concluded with the respective manufacturer. Drawings, illustrations, dimensions, weights or other performance data are only binding when this is expressly agreed in writing.
- (3) We reserve the right to make minor modifications to services, insofar as these modifications are of an insignificant nature which can be reasonably imposed on the customer. Commercially customary deviations in quality, quantity, weight or other deviations in particular shall be accepted by the customer, even if he refers to brochures, drawings or illustrations when placing his order, unless such characteristics have been explicitly agreed upon as binding. Moreover, we wish to point out that technical deviations in service data can occur, particularly with regard to colour differences and the frame height and size of modules.

### § 4 Time of performance, delays, partial performance, place of performance

- (1) Any information with regard to time of delivery and performance is non-binding unless otherwise declared binding by us in writing. All delivery and performance deadlines are subject to proper and timely delivery on the part of our suppliers. Delivery deadlines begin with the dispatch of the order confirmation by us, but not before all commercial and technical questions between the customer and us have been clarified and the customer has fulfilled all duties incumbent upon him (e.g. provision of all necessary official authorisations or the realisation of agreed downpayments).
- (2) Delivery and performance deadlines shall be extended by the period of time in which the customer is in default of payment under the terms of the contract and as long as circumstances for which we are not responsible prevent us from rendering delivery or service, and they shall be extended by a reasonable time subsequent to the end of the delay. These circumstances include force majeure, shortages of raw materials on relevant commodity markets, delays caused by our suppliers and industrial disputes. Deadlines shall also be considered as extended by any such time in which the customer breaches the contract by not meeting his obligation to cooperate (e.g. by not providing an item of information, not supplying a provision or failing to provide staff).
- (3) In the event of the contractual partners subsequently agreeing to perform different or additional services which affect the agreed deadlines, these deadlines shall be prolonged by a reasonable period of time.
- (4) Should, on the request of the customer, a postponement of delivery or service performance deadlines be agreed, we are entitled to demand remuneration at the time at which it would have been due without the postponement. Agreement on the postponement of such deadlines requires the written form.
- (5) Any dunning reminders and setting of deadlines on the part of the customer must be in the written form to be considered effective. A period of grace granted must be of an appropriate nature. A period of less than two weeks shall only be deemed appropriate in cases of special urgency.
- (6) We are entitled to make partial deliveries, inasmuch as the delivered parts can be reasonably used by the customer. We reserve the right to deliver excess or reduced deliveries of up to 5 % of the scope of delivery.
- (7) Agreed delivery deadlines shall be regarded as having been adhered to if the goods have been handed over to the transportation carrier on the agreed date of delivery or as soon as we have been informed of their actual readiness for shipment.

(8) In the event of a (definitive) failure to deliver to us on the part of our supplier, despite careful selection of the said supplier on our part and the order complying with the requirements of our delivery obligation, we shall be entitled to full or partial withdrawal vis-à-vis the customer if we indicate our non-delivery to the customer and, insofar as this is admissible, offer to assign the claims we are entitled to enforce against the supplier to the customer. We shall not bear any liability for slight negligence in our selection procedure when it comes to choosing our suppliers.

(9) Our place of business is the performance location, provided no other location is stipulated or agreed.

#### **§ 5 Packaging, shipping, transfer of risk, insurance**

(1) Our deliveries shall be packed in a customary fashion and according to commercial usage at the expense of the customer.  
(2) Risk is transferred to the customer as soon as the product has left our factory or shipping warehouse. This also applies to partial deliveries, subsequent deliveries and further services performed by us, particularly forwarding charges or delivery to the customer's premises. In the case of the existence of a work contract which requires acceptance, risk is transferred on acceptance.

(3) The mode of shipping and the carrier and transportation route shall be selected by us, provided we have not received other written specifications from the customer. With regard to this selection, we shall only be held liable in case of intent or gross negligence.

(4) A freight insurance policy shall be concluded for the shipment at the expense of the customer, provided no other arrangements have been agreed.

#### **§ 6 Prices, remuneration, payment, set-off**

(1) All prices are valid ex works unless otherwise agreed by the contractual partners. All prices and remunerations are in Euro plus statutory value added tax and other applicable duties in the country of delivery, plus transportation costs, expenses, packaging, shipping and, if applicable, insurance of goods in transit.

(2) Subject to Paragraph 6, payment of the respective contractually agreed prices shall be due. Services are invoiced according to expenditure.

(3) Shipping of our products occurs exclusively against prepayment by bank transfer. The customer pledges to pay for our deliveries and services immediately following conclusion of the contract, provided no other agreements have been reached. Insofar as, in an exceptional case, no prepayment is due, payments shall, in the absence of any other agreement between the contractual partners, be due immediately following performance of service and receipt of invoice by the customer and shall be payable without deduction within 14 days.

(4) In the absence of a special agreement, we shall only accept non-cash payments (i.e. bank transfers of payments to the bank account stipulated in the contractual documents). Bills of exchange and cheques shall, as a matter of principle, not be accepted, and if at all, then only by way of payment. The customer shall pay any charges for bills of exchange, discount fees and collection charges. These are due with immediate effect. We shall bear no liability for timely collection or timely protest, insofar as we are only guilty of slight negligence in this respect.

(5) If the customer is in default of payment, he shall be required to pay interest of eight percentage points above the currently applicable basic interest rate. This does not affect the right to enforce claims for other damage above and beyond this caused by the delay.

(6) If the customer is in default of payment for longer than 30 calendar days, bills of exchange or cheques are protested or if insolvency proceedings or comparable proceedings under other legal systems are filed against the customer's assets, we shall be entitled to demand immediate payment of all accounts receivable against the customer, to withhold all deliveries and services and to assert all reservations of proprietary rights.

(7) Set-off entitlements may only be accorded the customer if his counterclaims are not contested or recognized as legally valid by us. Apart from § 354 a HGB (German Commercial Code), the customer may only assign rights from this contract to a third party with our prior written agreement. The customer shall only be entitled to exercise a right of retention or plead the defence of non-fulfilment of contract within the respective contractual relationship.

(8) Circumstances occurring after conclusion of the contract which significantly influence the calculation basis in an unforeseeable manner and which lie outside our sphere of influence entitle us to adjust the agreed price to a level exclusively designed to address these circumstances. This applies in particular to changes in legislation, official measures, price increases on the part of our upstream suppliers and currency fluctuations. The price adjusted on this basis is based on the same calculation basis as that originally agreed and shall not serve to contribute to an increase in profit.

(9) In the event of us receiving unfavourable information concerning the financial circumstances or creditworthiness of the customer following conclusion of the contract, we are, if advance payment is not due in any case, entitled to make performance and delivery dependent on an appropriate advance payment on the part of the customer or the provision of security in the form of a deposit or bank guarantee.

#### **§ 7 Retention of title**

(1) Our services remain our property until full payment of all accounts receivable arising from the business relationship with the customer has been received. These also include receivables from cheques and bills of exchange and receivables from current accounts.

(2) The customer is obliged to handle the goods which are subject to retention of title with care for the duration of the retention of title and to have necessary maintenance work or inspections realised by specialised personnel at his own expense. In particular, the customer shall be obliged to insure the goods adequately at his own expense at replacement value against damage caused by fire, water and theft. The customer agrees to assign any claims for damages arising from this insurance to us with immediate effect. We hereby accept the assignment. If the assignment is not permissible, the customer shall hereby irrevocably instruct his insurance company to effect any payments solely to us.

Any further claims that we may have remain unaffected. The customer shall be obliged to prove conclusion of the insurance policy to us on request.

(3) The customer shall only be permitted to sell the goods subject to retention of title in the course of ordinary business activities. The customer is not entitled to pledge the goods subject to retention of title, to transfer them by way of security or

make other arrangements that endanger our property. In the event of seizure or other third party interventions, the customer shall inform us immediately in writing and provide all necessary information, inform the third party about the our rights of ownership and assist us in the measures taken by us to protect the goods subject to retention of title. The customer shall bear any costs incurred by him in attempts to cancel the seizure of the goods or to replace the goods, insofar as these costs cannot be recovered from a third party.

(4) The customer agrees to immediately assign all outstanding debts from re-sale of the goods and all ancillary rights to us, regardless of whether the goods subject to retention of title are re-sold without or following processing. We hereby accept this assignment with immediate effect. If the assignment is not permissible, the customer shall hereby irrevocably instruct the garnishee to effect any payments solely to us. The customer is revocably authorised to collect the debts assigned to us in a fiduciary capacity. The amounts collected shall be paid to us immediately. We are entitled to revoke the customer's authorisation to collect the amounts due as well as the customer's authorisation to sell the goods if the customer does not meet his payment obligations towards us, if he is in default of payment, if he ceases payment or if insolvency proceedings are filed against the customer's assets. A re-sale of claims requires our prior consent. Notice of the assignment to the garnishee shall terminate the customer's collection authorisation. If the collection authorisation is revoked, we are entitled to demand that the customer reveals the assigned debts and their debtors, provide all information required for collection, hand out associated documents and inform the debtors of the assignment.

(5) In the event of the customer's debts from the re-sale being transferred to a current account, the customer shall also assign his claim against his customer from the current account to us with immediate effect, said amounting to the purchasing price agreed for the goods subject to retention of title which are re-sold and including value added tax (VAT).

(6) Should we assert our claims in accordance with § 6 Subparagraph 6, the customer is obliged to grant us immediate access to the goods subject to retention of title, to send us a detailed list of all the existing goods subject to retention of title, to separate the goods for us and to surrender them to us upon request.

(7) The processing or alteration of the goods subject to retention of title by the customer shall in all cases be realised for us. The customer's expectant right to the goods subject to retention of title shall be extended to the processed or altered item. If the item is processed, combined or mixed with other items not owned by us, we thereby become joint owners of the new item based on the ratio of the value of the delivered item relative to the other processed items at the time of processing. The customer shall keep the new items safe for us at no charge. Moreover, the item originating from processing, alteration or combination is subject to the same regulations as the goods subject to retention of title.

(8) At the customer's request, we are obliged to release the securities that we are legally entitled to if, taking standard banking practice of valuation haircut into consideration, the realisable value of the securities exceeds our claims resulting from the business relationship with the customer by more than 10 %. The assessment is based on the invoice value of the goods subject to retention of title and the nominal value in the event of claims.

(9) If goods are delivered to different legal jurisdictions in which the regulations governing retention of title pursuant to this paragraph do not guarantee the same degree of security as in the Federal Republic of Germany, the customer shall herewith grant us a corresponding security right. If further declarations or actions are necessary in this respect, the customer shall provide these declarations and take action accordingly. The customer shall participate in all measures necessary for and beneficial to the efficacy and enforceability of these security rights.

## **§ 8 Contractual commitment and termination of contract**

(1) In case of a breach of obligation on our part, only the following reasons shall, in addition to the legal requirements, entitle the customer to prematurely terminate the exchange of services ahead of time, regardless of the legal reasons involved (e.g. in the event of withdrawal from the contract, damage claims instead of the service, termination for an important reason):

a) The breach of contract shall be specifically protested. The correction of the violation shall be requested within a stipulated time period. In addition, a threat should be made to the effect that, should this period expire without positive results, no further services relating to the protested violation will be accepted and, consequently, the exchange of services shall be terminated partially or completely.

b) The period for remedying the violation must be adequate. A period of less than two weeks shall only be deemed appropriate in cases of special urgency. The fixing of a deadline can be dispensed with in case of serious and final refusal of performance or under other legal conditions (§ 323 Subparagraph 2 BGB (German Civil Code)).

c) Termination of the exchange of services (partially or completely) due to the inability to remedy the violation can only be declared within three weeks following expiry of this period. The period is delayed for the duration of negotiations.

(2) The customer can only demand the rescission of the contract due to a delay in performance if we are exclusively or predominantly responsible for the delay, unless after weighing up different interests, adherence to the contract cannot be reasonably expected of the customer due to the delay.

(3) Any declarations made in this context require the written form to be considered effective.

(4) Notice of termination pursuant to § 649 BGB remains valid in accordance with legal regulations.

(5) We are entitled to terminate the contractual relationship with immediate effect if the customer has provided incorrect information regarding his creditworthiness or definitively discontinued payments, or if proceedings have been filed against him for affirmation in lieu of an oath, if insolvency proceedings have been filed against the customer's assets or comparable proceedings under a different legal system have commenced, or if an application to commence proceedings of this nature has been filed, unless the customer pays in advance without delay. Moreover, we are entitled to terminate the contractual relationship with immediate effect if the customer is obliged to make prepayment and is in default in this respect by at least 14 days.

## **§ 9 General duties of the customer**

(1) According to § 1 Subparagraph 1, the customer is obliged to have all of our services checked by a competent employee either immediately after delivery or performance or upon accessibility according to commercial law regulations (§ 377 HGB) and to immediately lodge a complaint in writing regarding recognizable and/or identified defects, including a detailed description of the fault.

(2) The customer acknowledges that we are dependent on his comprehensive support in order to provide the deliveries and services due from us in a successful and timely manner. The customer is therefore obliged to provide all information required to render services appropriately in a timely and thorough manner.

(3) The customer is obliged to test our deliveries and services thoroughly to ascertain their suitability for use in the specific situation and subject them to a functional test prior to installation or further delivery, etc. This also applies to delivery items which the customer receives free of charge or under the terms of the guarantee.

(4) The customer shall secure data that can be affected, negatively influenced or endangered by our services at appropriate intervals (but at least once daily) in a machine readable form and shall guarantee that this data can be retrieved again with a reasonable effort.

(5) The customer shall take adequate precautions in case we partially or completely fail to provide our deliveries and services in an appropriate manner (e.g. through fault diagnosis, examination of results on a regular basis, emergency planning).

#### **§ 10 Limitations of use, exemption**

(1) Unless otherwise expressly agreed in writing, our services are not intended for use in life-sustaining or life-supporting devices and systems, nuclear plants, for military purposes, aeronautics and aerospace applications or other purposes where a malfunction of the product can be reasonably expected to lead to life-threatening situations or cause catastrophic consequential damage.

(2) Where the customer violates Subparagraph 1, this occurs at the customer's own risk and is the sole responsibility of the customer. At first request, the customer shall hereby free us from any liability resulting from the use of goods in contexts of this nature and indemnify and hold us harmless to the fullest extent, including with regard to the costs of appropriate legal defence.

#### **§ 11 Material defects**

(1) Our services have the agreed properties and condition and are suitable for the contractually agreed use or, where no agreement exists, are fit for normal use. Without explicit further agreement, an exclusive guarantee is only given concerning freedom from defects reflecting state-of-the-art technological standards. The customer bears sole responsibility for the suitability and safety of our services for a customer application. No consideration is given to an insignificant reduction in quality.

(2) Claims under the guarantee are excluded:

- a) if our products are not stored, installed, operated or used properly by the customer or a third party,
- b) in case of natural wear and tear,
- c) if the product is not maintained properly,
- d) if the product is used in conjunction with unsuitable equipment,
- e) in case of damage caused by repairs or other work carried out by third parties which were not expressly approved by us.

The burden of proof and responsibility for proving that these exclusion criteria do not apply lies with the customer.

In addition, the customer's rights with regard to material defects require that he has properly attended to his duties of examination and notice of nonconformity pursuant to § 9 Subparagraph 1 and has complained about hidden defects in writing immediately after their discovery.

(3) In case of material defects, we reserve the right to remedy said defects first. Remedying of the defect shall be realised according to our choice by correction of the defect, by delivery of goods and/or services which are free of the defect or by us indicating options for avoiding the effects of the defect. At least two attempts to remedy a defect must be accepted. The customer shall accept an equivalent new or earlier version of the product which is free of the defect as a remedy if this can be considered reasonable for the customer.

(4) The customer shall support us with regard to the analysis and remedying of defects by, in particular, accurately describing problems which occur, informing us comprehensively and granting us the necessary time and opportunity to remedy problems.

(5) If the customer incurs expenses for the removal of the defective and the installation or mounting of the repaired or delivered defect-free item within the scope of the subsequent performance, we shall bear these proven costs up to a maximum of 1.5 times the net price of the concrete defective product.

(5) We can demand payment if additional costs are incurred by us due to our products or services being altered or incorrectly operated. We can demand reimbursement of expenses if no defect is found. The burden of proof lies with the customer. § 254 BGB shall apply correspondingly.

If expenses, particularly transport, travel, work and material costs, increase during the attempt to remedy the defect, we are not obliged to bear these costs if expenses increase due to the fact that the delivery item was subsequently transported by the customer to a location other than the delivery address, unless this transport complies with its contractual and intended use. Personnel and material costs which the customer claims due to deficiencies relating to our services must be charged on the basis of net cost prices.

(6) Faulty goods may only be returned to us for the purpose of subsequent performance following prior written consent in compliance with our existing rules for this purpose. The risk of accidental destruction or deterioration of the goods is only transferred at the time of acceptance by us at our registered business address. We are entitled to reject returned goods without prior consultation.

(7) If we definitively refuse to remedy the defects, or if the remedy definitively fails or is unreasonable for the customer, the customer is entitled to either withdraw from the contract in the context of legal regulations conforming to § 8 or reduce remuneration appropriately and, additionally, claim damages and reimbursement of expenses in accordance with § 13. Claims lapse in accordance with § 14. The regulations of §§ 445a, 445b and 478 BGB remain unaffected.

#### **§ 12 Defects of title**

(1) Unless otherwise agreed, we are obliged to only render our services free of industrial property rights and third-party copyrights (hereinafter called property rights) in the country of the delivery destination. If a third party asserts justifiable claims against the customer due to violation of property rights caused by services rendered by us and used in accordance with the contract, we shall be liable as follows with respect to the customer within the period defined in § 14:

(2) We shall, according to our choice and at our expense, either obtain a utilisation right for the services in question, change them accordingly to avoid violation of the property right or replace them. The customer shall have the legal rights of withdrawal or reduction if we cannot implement this under reasonable conditions. The customer is not entitled to claim damages for futile expenditure.

(3) Our obligation to pay damages is based on the legal provisions pursuant to § 13.

(4) Our abovementioned obligations shall only exist if the customer informs us immediately in writing regarding claims asserted by third parties, if he does not recognise a violation and all protective measures and negotiations to reach a compromise are reserved to us. If the customer terminates the use of the delivery to reduce losses or for other important reasons, he shall be obliged to indicate to the third party that no acknowledgement of a violation of property rights is associated with the termination of use.

(5) Claims asserted by the customer are excluded if the customer is responsible for the violation of property rights. Claims asserted by the customer are also excluded if the violation of property rights has been caused by special customer specifications, by an implementation that was not anticipated by us or as a result of the customer modifying the delivery or using it in combination with products not supplied by us.

(6) The provisions of § 11 shall apply accordingly in all other cases.

(7) Any further customer claims or customer claims other than those regulated here asserted either against us or our vicarious agents due to a defect of title are excluded.

### **§ 13 Liability**

(1) We shall only pay damages or compensation for futile expenditure, regardless of the legal reason involved (e.g. an obligation arising from legal or similar transactions, defects of material or title, breach of duty or an unauthorised action), to the following extent and only if responsibility exists on our part (intent or negligence):

a) Liability in case of intent and arising from the guarantee shall be unlimited.

b) In case of gross negligence, we shall be liable to the amount of typical and foreseeable damage.

c) In other cases, we shall only be liable in the event of violation of a significant contractual obligation and claims for defects and delay, and our liability shall involve compensation for typical and foreseeable damage.

Liability in this regard is limited to twice the amount of the agreed remuneration of the order affected by the damage and three times the contract value for all cases of damage arising from this contractual relationship.

According to law, significant contractual obligations (cardinal obligations) are those obligations which enable fulfilment of the proper performance of the contract in the first place and on which the contractual partner regularly relies and is entitled to rely.

(2) Legal regulations shall apply exclusively in case of injury to life, body and health and claims under the Product Liability Act.

(3) The right to contest claims of contributory negligence shall remain open to us.

### **§ 14 Limitation of actions**

(1) The limitation period is

a) one year from delivery of the goods for claims arising from purchasing price repayment and withdrawal or reduction; provided, however, that these claims are based on the proper lodging of a complaint concerning deficiencies not subject to statutory limitations, but no less than three months after presentation of valid notice of withdrawal or reduction in the case of the proper lodging of a complaint concerning deficiencies.

b) one year in case of other claims concerning material defects;

c) one year in case of claims concerning defects of title. If the defect of title is a right in rem of a third party on the basis of which the item can be reclaimed, the legal periods of limitation of actions shall apply;

d) in case of other claims for damages or replacement of futile expenditure, one year starting from the point in time at which the customer became aware of the circumstances claims are based upon, or would have become aware of said without gross negligence.

Limitation of actions shall begin with the expiration of the maximum statutory period at the latest (§ 199 Subparagraph 3, Subparagraph 4 BGB).

(2) In the case of payment of damages and reimbursement of expenses arising from intent, gross negligence, the guarantee, malice and injuries to life, body and health and claims under the Product Liability Act, legal limitation periods shall apply exclusively.

### **§ 15 Nondisclosure, data protection, designation as reference customer**

(1) The customer pledges to handle all items (e.g. documents, information) confidentially which he becomes aware of or receives from us either prior to or during the performance of the contract and which are protected by law or obviously contain business or company secrets or are marked as confidential. He shall continue to handle these items confidentially after the expiring of the contract, unless said are public knowledge without breaching the nondisclosure obligation or if no interest legally worth protecting is involved. The customer shall store and secure these items in such a way as to prevent abuse by third parties.

(2) The customer shall only render the objects governed by the nondisclosure obligation pursuant to Subparagraph 1 accessible to employees or other third parties who require access in order to carry out their business duties and responsibilities. He shall instruct these persons on the need for nondisclosure concerning these objects.

(3) We will process customer data required for business transactions with due consideration of data protection regulations.

### **§ 16 Export Control Clause**

(1) The customer is obliged to check and ensure to be compliant with the applicable national and international regulations of the export control law, when passing on our goods or rendered services to third Persons. In particular, the export control regulations of the European Union, the United States of America and the Federal Republic of Germany must be observed.

(2) Before passing on our goods or rendered services to third parties, the customer is obliged to ensure, by appropriate checks and measures, that these actions do not infringe any embargo regulations. In particular, the regulations of the European Union,

the United States of America and the Federal Republic of Germany must be observed, even taking into account any circumvention prohibition.

(3) In addition, the customer is obliged to comply with the provisions of European and US sanctions lists regarding any business activities with the organizations, persons and companies listed there. Furthermore, the customer must ensure that the use or transfer of the goods and services from us does not serve any military or armament-related purposes that are inadmissible or subject to approval, unless the necessary approvals have been obtained.

(4) Insofar as it becomes necessary due to possible investigations, the customer must immediately provide us with all information about the final-destination and recipient as well as the intended use of the delivered goods and services upon request.

(5) The customer indemnifies us completely from all claims arising from the non-observance of the aforementioned export control obligations by the recipient and undertakes to reimburse us for the resulting damages and expenses.

#### **§ 17 Social clause**

When determining the amount of any claim for compensation to be fulfilled by us or in connection with this contract, our economic situation, the type, extent and duration of the business relationship, any contribution to the cause and/or fault on the part of the customer and a particularly unfavourable installation of the product shall be taken into consideration to an appropriate degree in our favour. In particular, any indemnification, cost and expenses which we are to bear shall be proportionate to the value of the delivered part.

#### **§ 18 Written form**

All changes and addendums to the contract require the written form to be considered effective. The contractual partners shall comply with this requirement by transmitting documents in text form, particularly by fax or e-mail, unless other requirements exist for individual declarations. The written form requirement itself may only be revoked in writing.

#### **§ 19 Severability clause**

In the event of any provision of these general service terms and conditions being or proving ineffective, or in the event of these general service terms and conditions being incomplete, the validity of the other provisions shall remain unaffected by this. The contractual partners shall replace the ineffective provision with a provision which comes closest to the intent and purpose of the ineffective provision in a legally effective sense. The same applies to loopholes in the contract.

#### **§ 20 Applicable law**

The law of the Federal Republic of Germany shall apply, the validity of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded.

#### **§ 21 Place of jurisdiction**

The place of jurisdiction for all disputes arising from and in connection with this contract is Stuttgart (Germany), insofar as the customer is a businessperson, a legal entity under public law or a special fund under public law, or where his status is equivalent to such or if his registered business office or subsidiary is outside Germany. We are also entitled to take legal action at the customer's commercial address or any other valid place of jurisdiction.