General Terms and Conditions of Delivery and Service

§ 1 General Information

1.1 All deliveries and services as well as offers of COTESA Limited Liability Company (GmbH), Bahnhofsstraße 67, 09648 Mittweida, Germany (herein after referred as **COTESA**) are based solely on this General Terms and Conditions of Delivery and Service (herein after referred as **GTC**)

1.2 The GTC are part of all contracts that COTESA concludes with its ordering customers and contractual partners (hereinafter referred as **Customers**) for the deliveries or services it offers. They also apply to all future deliveries, services, or offers to the Customer, even if they are not separately agreed upon again.

1.3 The terms and conditions of the Customer or third parties shall not apply, even if COTESA does not separately object to their validity in individual cases. Even if COTESA refers to a letter that contains or refers to the terms and conditions of the Customer or a third party, this does not constitute agreement with the validity of those terms and conditions.

1.4 The GTC only apply if the Customer is an entrepreneur in accordance with § 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.

1.5 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 2 Offer, Order Confirmation, Offer Documents

2.1 All offers made by COTESA are subject to change and non-binding unless they are expressly marked as binding or contain a specific acceptance period. They are invitations to place orders. The Customer is bound to its order or commission as a contractual offer for 14 calendar days after receipt by COTESA, unless the Customer can regularly expect later acceptance by COTESA (§ 147 German Civil Code (BGB)). This also applies to follow-up orders of the Customer.

2.2 Orders or commissions shall only become binding for COTESA once they have been confirmed by COTESA in writing or text form.

2.3 The contract concluded in writing or text form, including these GTC, shall be solely relevant for the legal relationship between Customer and COTESA. This contract fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Verbal commitments made by COTESA prior to the conclusion of this contract are not legally binding, and verbal agreements between the contracting parties are replaced by the contract concluded in writing or text form, unless otherwise expressly agreed between the contracting parties.

2.4 Additions and amendments to the agreements made, including these GTC, must be made in writing or text form to be effective. The priority of individual agreements (§ 305 German Civil Code (BGB)) remains unaffected by this, regardless of their form.

2.5 If standard clauses are agreed, the rules of interpretation of the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version applicable at the time of conclusion of the contract shall apply, unless otherwise specified below.

2.6 Information provided by COTESA regarding the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as description thereof (e.g. drawings and illustrations) are only approximately relevant unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or labellings of the delivery or service. Deviations customary in the trade and deviations due to legal regulations or technical improvements, as well as the replacement of components by equivalent parts, are permissible, provided they do not impair the usability for the contractually intended purpose.

2.7 COTESA reserves the right of ownership and copyright to all offers and cost estimates submitted by it, as well as to drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Customer. The Customer will not make these items available to third parties, disclose them, use them itself or through third parties, or reproduce them without the express consent of COTESA. At COTESA's request, the Customer must return these items in full to COTESA and destroy any copies made, if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does not apply to the storage of data provided electronically for the purpose of normal data backup.

§ 3 Prices and Payments

3.1 Unless otherwise agreed, the prices apply to deliveries and services ex works plus the applicable statutory value added tax, excluding packaging and unloading, and, in the case of export deliveries, customs duties, fees and other public charges.

3.2 Invoice amounts are payable within 30 calendar days of receipt of the invoice by the Customer without any deductions, unless expressly agreed otherwise. The date of payment is determined by the date of receipt by COTESA. The statutory provisions regarding the consequences of default in payment apply.

3.3 In addition to the agreed remuneration the Customer shall bear all ancillary costs necessary for the provision of the delivery or service, e.g. travel expenses and costs for the transport of tools.

3.4 COTESA shall be entitled to provide outstanding deliveries or outstanding services only against advance payment or security payment if, after conclusion of the contract, it becomes aware of circumstances that are likely to significantly reduce the Customer's creditworthiness and which jeopardize the payment of COTESA's outstanding claims by the Customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies). contractual relationship (including from other individual orders to which the same framework agreement applies).

§ 4 Price Adjustment

4.1 COTESA shall be entitled to unilaterally increase the price for the delivery or service at its reasonable discretion, subject to judicial review, in the event of an increase in material manufacturing or procurement costs, wage and ancillary wage costs, energy costs, costs due to environmental regulations, exchange rate fluctuations, currency regulations, customs changes, social security contributions, freight rates, and/or public charges, if these directly or indirectly affect the costs of the contractually agreed delivery or service and if more than four months elapse between the conclusion of the contract and the provision of the delivery or service. An increase in the aforementioned sense is excluded if the cost increase is offset by cost reductions in other of the aforementioned cost factors in relation to the total cost burden of the delivery or service. If the aforementioned cost factors are reduced without the cost increase being offset by an increase in other aforementioned cost factors, COTESA will pass on this cost reduction in the form of a price reduction.

4.2 If the new price is 20% or more above the original price due to COTESA's right to adjust prices as set out in point 4.1, the Customer is entitled to withdraw from the contract that has not yet been fully fulfilled. However, it can only exercise this right immediately after being notified of the increased price.

§ 5 Deliveries and Services, Delivery and Service Times

5.1 Deliveries and services are provided ex works (Incoterms 2020®).

5.2 Deadlines and dates for deliveries and services prospected by COTESA are always approximate, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery deadlines and dates refer to the time of handover to the forwarding agent, carrier, or other third party commissioned with the transport, unless expressly stated otherwise by COTESA.

5.3 The delivery or service deadlines shall commence upon receipt of the order confirmation by the Customer, but not before all economic, technical and logistical details of the execution of the contract between the Customer and COTESA have been fully clarified and all other prerequisites for delivery or service to be fulfilled by the Customer have been fully met, in

particular agreed advance payments or securities and necessary cooperation services by the Customer have been fully provided. If the Customer has requested changes after placing the order, a new reasonable delivery or service period shall commence upon confirmation of the change by COTESA. A reasonable delivery or service deadline is on e that takes into account the preparatory measures necessary for the change in the establishment of the delivery or service readiness - e.g. in the form of procurements or subcontractor deliveries - in addition to the remaining delivery or service deadline. The same applies to the delivery or service dates.

5.4 Without prejudice to its rights arising from the Customer's default, COTESA may demand that the Customer extend delivery and service deadlines or postpone delivery and service dates by the period during which the Customer fails to fulfill its contractual obligations towards COTESA.

5.5 COTESA is only entitled to provide partial deliveries and partial services if

a) the partial delivery or service is usable for the Customer within the scope of the contractual purpose,
b) the delivery or service of the remaining ordered deliveries or services is ensured, and
c) the Customer does not incur any significant additional expenses or costs as a result (unless COTESA agrees to bear these costs).

5.6 If COTESA is in delay, the Customer must first set COTESA a reasonable grace period of at least 14 working days (at COTESA's registered office), unless this is unreasonable, for delivery or service. If this period expires without result, claims for damages due to breach of duty - regardless of the reason - shall only exist in accordance with the provisions of § 11.

§ 6 Place of Performance, Transfer of Risk, Acceptance

6.1 The place of performance for all obligations arising from the contract is Bahnhofstraße 67 in 09648 Mittweida, Germany. The place of performance for deliveries with additional services, e.g. installation or assembly of delivery items, is the location where the installation or assembly is to take place.

6.2 The shipping method and packaging are subject to COTESA's discretion.

6.3 The risk of accidental loss and accidental deterioration begins with the handover of the delivery item. If shipping has been agreed, the risk shall pass to the Customer upon handover of the delivery item (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This also applies if partial deliveries are made or if COTESA has undertaken other services (e.g. installation or assembly of the delivery item). If the handover or shipment is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer on the day on which the delivery item is ready for handover or shipment and COTESA has notified the Customer thereof. If acceptance has been agreed, this shall be decisive for the transfer of risk.

6.4 The Customer bears storage costs after the transfer of risk. When storage is provided by COTESA, the storage costs are 0.25% of the invoice amount of the delivery items to be stored per lapsed week. The assertion and proof of further or lower storage costs are reserved.

6.5 If acceptance is to take place, the delivery or service is considered accepted if

a) the delivery or service and, if COTESA is also responsible for the installation or assembly, the installation or assembly is completed,
b) COTESA has informed the Customer of the deemed acceptance pursuant to this point 6.5 and has requested him to accept,
c) since the delivery or service, installation or assembly 14 workdays (at COTESA's registered office) have passed and the Customer has begun utilising the delivery or service item (e.g. putting the delivery item into operation) and in this case since delivery or service or installation or assembly 14 workdays (at COTESA's registered office) have passed and
d) the Customer has failed to accept the delivery or services within this time period for a reason other than a defect reported to COTESA that makes it impossible or significantly impairs the use of the delivery items or services.

§ 7 Retention of Title

7.1 The delivery item (hereinafter also referred to as **Reserved Goods**) remains the property of COTESA until all current and future claims of COTESA against the Customer from the ongoing business relationship between COTESA and the Customer (including balance claims from current account relationships) have been fully paid.

7.2 The Customer shall insure the Reserved Goods in accordance with their respective replacement value, in particular against fire and theft, and shall take out insurance against natural hazards, covering in particular water and storm damage. Claims against the insurance company arising from a loss event affecting the Reserved Goods are hereby assigned in the amount of the value of the Reserved Goods to COTESA, which accepts such assignment.

7.3 The Customer is entitled to resell the Reserved Goods in the ordinary course of business. Other dispositions, in particular pledging and the granting of security interests, are not permitted. If the Reserved Goods are not paid for immediately by the Customer's buyers upon resale, the Customer is obliged to resell the Reserved Goods only by assigning its claim for payment of the purchase price against the buyer. The right to resell the Reserved Goods shall automatically lapse if the Customer suspends payments to COTESA or is in default of payment to COTESA.

7.4 The Customer hereby assigns to COTESA, which accepts this assignment, all claims, including securities and ancillary rights, which accrue to it against its buyers or other third parties from or in connection with the resale of Reserved Goods. It may not enter into any agreement with the buyers that excludes or impairs COTESA's rights in any way or that nullifies the advance assignment of the claim. In the event of the sale of Reserved Goods together with other items, the claim against the buyer shall be deemed assigned in the amount of the net price agreed between COTESA and the Customer, unless the amounts attributable to the individual items can be determined from the invoice.

7.5 The Customer shall remain entitled to collect the claim assigned to COTESA until revoked by COTESA at any time. However, COTESA undertakes to revoke the collection authorization only if it has a legitimate interest in doing so. Such a legitimate interest exists, for example, if the Customer does not properly fulfill its payment obligations to COTESA or is in default of payment. At COTESA's request, the Customer is obliged to provide COTESA with all information and documents necessary for the collection of assigned claims and, unless COTESA does so itself, to inform the purchasers immediately of the assignment to COTESA.

7.6 If the Customer includes claims from the resale of Reserved Goods in a current account relationship with its buyers, it hereby assigns to COTESA, which accepts this assignment, any recognized final balance in its favour in the amount of the total amount of the claim from the resale of the Reserved Goods included in the current account relationship.

7.7 The processing and treatment of the Reserved Goods shall be carried out for COTESA as the manufacturer, without however obliging COTESA. If the Reserved Goods are processed or inseparably combined with other items not owned by COTESA, COTESA shall acquire co-ownership of the new item in proportion to the net invoice amount of the Reserved Goods to the net invoice amounts of the other processed or combined items. If the Reserved Goods are combined with other movable items to form a single item that is to be regarded as the main item, the Customer hereby transfers co-ownership of this item to COTESA in the same ratio as stated above. The Customer shall hold the property or co-ownership free of charge for COTESA. The co-ownership rights arising hereunder shall be deemed Reserved Goods. At COTESA's request, the Customer shall at all times be obliged to provide COTESA with the information necessary to assert its ownership and co-ownership rights.

7.8 In the event of seizures or other interventions by third parties on the Reserved Goods or on claims assigned to COTESA in

accordance with the above provisions, the Customer must inform COTESA immediately in writing or in text form in order to enable COTESA to enforce its rights.

7.9 In the event of breach of contract by the Customer, in particular in the event of default in payment, COTESA shall be entitled to withdraw from the contract and demand the return of the Reserved Goods (event of default). In this case, the Customer shall be obliged to surrender the Reserved Goods and bear the transport costs necessary for their return. COTESA's demand for surrender shall also constitute a declaration of withdrawal from the contract. Upon withdrawal, COTESA shall be entitled to sell the Reserved Goods. The proceeds of sale, less reasonable costs of sale, shall be offset against the claims which the Customer owes to COTESA from the business relationship.

7.10 If the value of the securities existing for COTESA in accordance with the above provisions exceeds the secured claims by more than 10% in total, COTESA shall be obliged, at the Customer's request, to release securities of its choice to this extent.

§ 8 Warranty

8.1 Unless otherwise specified below, the statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or, if owed, defective instructions). In all cases, the statutory provisions on the sale of consumer goods upon final delivery of the delivery item to a consumer (§§ 478, 445a German Civil Code (BGB)) or the Customer's rights arising from separately issued guarantees shall remain unaffected.

8.2 COTESA's liability for defects is based primarily on the agreement made regarding the quality and intended use of the delivery item (including accessories and, if applicable, instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or were publicly announced by COTESA at the time of conclusion of the contract shall be deemed to be agreements on quality in this sense. If the quality has not been agreed, the statutory provisions shall apply to determine whether or not a defect exists (§§ 434 paragraph 3 German Civil Code (BGB)). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the delivery item, shall take precedence over statements made by other third parties.

8.3 In the case of delivery items with digital elements or other digital content COTESA shall only be obliged to provide and, if necessary, update the digital content if this is expressly stated in a quality agreement in accordance with point 8.2. COTESA shall not be liable for public statements made by the manufacturer or other third parties in this respect.

8.4 COTESA shall not be liable for defects unless the defects and any related damage can be proven to be due to faulty material, faulty design, faulty workmanship, faulty manufacturing materials or, if applicable, faulty instructions. In particular, the warranty and the resulting liability are excluded for the consequences of incorrect use, unsuitable storage conditions and for the consequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond to the average standard influences specified in the description, specification or in the respective data sheet of COTESA or the manufacturer for the delivery item.

8.5 Claims of Customer for defects require that it has fulfilled his statutory obligations to inspect and notify (§§ 377, 381 German Commercial Code (HGB)). In the case of building materials and other delivery items intended for installation or further processing, an inspection must be carried out in any case immediately prior to processing. If a material defect becomes apparent upon delivery, during inspection or at any later point in time, COTESA must be notified of this immediately in writing or in text form. In any case, obvious defects must be reported to COTESA in writing or in text form within 12 calendar days of the transfer of risk in accordance with point 6.3, and defects that are not apparent during the inspection must be reported within the same period from discovery, but in the latter case no later than within the agreed warranty period. If the Customer fails to carry out the proper inspection and/or notification of defects, COTESA's liability for the defect that was not reported or not reported in a timely or proper manner shall be excluded in accordance with the statutory provisions. In the case of a delivery item intended for assembly, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case the Customer shall have no claims for reimbursement of corresponding costs (removal and installation costs).

8.6 If the delivery item is defective, COTESA may first choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by COTESA is unreasonable for the Customer in individual cases, the Customer may reject it. COTESA's right to refuse subsequent performance under the statutory conditions remains unaffected.

8.7 COTESA is entitled to make the subsequent performance owed dependent on the Customer paying the remuneration due. However, the Customer is entitled to retain a portion of the remuneration commensurate with the defect.

8.8 The Customer shall give COTESA the time and opportunity necessary for the subsequent fulfillment owed, in particular to hand over the delivery item complained of for inspection purposes. In the event of a replacement delivery, the Customer shall return the defective delivery item to COTESA at its request in accordance with the statutory provisions; however, the Customer shall have no right to demand return. Subsequent performance shall neither include the removal, dismantling or uninstallation of the defective delivery item nor the installation, fitting or assembly of a non-defective item if COTESA was not originally obliged to provide these services; The Customer's claims for reimbursement of corresponding costs (removal and installation costs) shall remain unaffected.

8.9 The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, as well as any removal and installation costs, shall be borne or reimbursed by COTESA in accordance with the statutory provisions and these GTC if a defect actually exists. Otherwise, COTESA may demand reimbursement from the Customer for the costs incurred as a result of the unjustified request to remedy the defect if the Customer knew or could have recognized that no defect actually existed.

8.10 In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the Customer shall be entitled to remedy the defect itself and to demand reimbursement from COTESA for the objectively necessary expenses incurred in doing so. COTESA shall be notified of such self-remedy immediately, if possible in advance. The right of the Customer to remedy the defect itself does not apply if COTESA would be entitled to refuse subsequent performance in accordance with the statutory provisions.

8.11 If the Customer or a third party improperly repairs the delivery item, COTESA shall not be liable for the consequences thereof.

8.12 If a reasonable period set by the Customer for subsequent performance has expired without result or is dispensable under the statutory provisions, the Customer may withdraw from the contract or reduce the remuneration in accordance with the statutory provisions. However, there shall be no right of withdrawal in the case of an insignificant defect.

8.13 Claims by the Customer for reimbursement of expenses pursuant to §§ 445a paragraph 1 of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 German Civil Code (BGB)) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 paragraph 5, 327u German Civil Code (BGB)). Claims by the Customer for damages or reimbursement of futile expenses (§ 284 German Civil Code (BGB)) in the event of defects or consequential damage caused by defects shall also only exist in accordance with §§ 10 and 11.

8.14 The limitations and exclusions of liability in points 8.1 to 8.13 do not apply in the event of fraudulent, grossly negligent, or

intentional conduct on the part of COTESA, in the event of injury to life, limb or health, the assumption of a guarantee or a procurement risk in accordance with § 276 German Civil Code (BGB) or liability under a mandatory statutory liability provision.

§ 9 Property Rigths

9.1 COTESA guarantees in accordance with this § 9 that the delivery item or service is free from industrial property rights or copyrights of third parties. The Customer and COTESA shall notify each other immediately in writing or in text form if claims are asserted against them for the breach of such rights.

9.2 In the event that the delivery item or service infringes a third party's industrial property right or copyright, COTESA shall, at its own discretion and expense, modify or replace the delivery item or service in such a way that no third party rights are infringed, but the delivery item or service continues to fulfill the contractually agreed functions or obtain a right of use for the Customer by concluding a license agreement with the third party. If COTESA does not succeed in doing so within a reasonable period of time, the Customer shall be entitled to withdraw from the contract or reduce the remuneration appropriately. Any claims for damages by the Customer shall be subject to the restrictions set out in § 11.

9.3 In the event of legal infringements by products supplied by COTESA from other manufacturers, COTESA shall, at its discretion, either assert its claims against the manufacturers or upstream suppliers on behalf of the Customer or assign them to the Customer. Claims against COTESA for such defects shall only exist under the other conditions and in accordance with these GTC if the legal enforcement of the above claims against the manufacturer and supplier has been unsuccessful or is futile, e.g. due to insolvency. During the duration of the legal dispute, the limitation period for the Customer's warranty claims against COTESA shall be suspended.

§ 10 Force Majeure and Self-Supply

10.1 If, for reasons for which COTESA is not responsible, COTESA does not receive deliveries or services from its suppliers for the provision of its delivery or service to the Customer, despite having made proper and sufficient arrangements prior to the conclusion of the contract with the Customer in accordance with the quantity and quality specified in its delivery or service agreement with the Customer (congruent procurement), or if such deliveries or services are incorrect or late, or if events of force majeure occur (i.e. an external, unforeseeable and uncontrollable extraordinary event that cannot be prevented or averted even with the utmost care) of a not insignificant duration (i.e. more than 14 calendar days), COTESA shall inform the Customer in writing or in text form in a timely manner. In this case, COTESA shall be entitled to postpone the delivery or service for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part, provided that COTESA has fulfilled the above obligation to inform and has not assumed the procurement risk in accordance with § 276 BGB (German Civil Code) or a delivery or service guarantee and the hindrance to performance is not only of a temporary nature. The following shall be deemed equivalent to force majeure: epidemics and pandemics, strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks or obstacles for which COTESA is not responsible, operational disruptions for which COTESA is not responsible (e.g. due to fire, water or machine damage), and all other disruptions which, from an objective point of view, were not caused by COTESA.

10.2 If a delivery or service date or a delivery or service period has been bindingly agreed and if, due to events in accordance with point 10.1, the agreed delivery or service date or the agreed delivery or service period is exceeded, the Customer shall be entitled, after the expiry of a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. Further claims of the Customer, in particular those for damages, are excluded

10.3 Point 10.2 shall apply accordingly if, for the reasons stated in point 10.1, it is objectively unreasonable for the Customer to continue to be bound by the contract even without a contractual agreement on a fixed delivery or service date.

§ 11 Liability

11.1 Subject to the exceptions set out in points 11.2 to 11.4, COTESA shall not be liable, in particular for claims by the Customer for damages and reimbursement of expenses - regardless of the legal basis - in the event of a breach of obligations arising from the contractual relationship.

11.2 The above exclusion of liability pursuant to point 11.1 shall not apply

a) to intentional or grossly negligent breaches of duty by COTESA or intentional or grossly negligent breaches of duty by legal representatives or vicarious agents of COTESA;

b) for the breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment characterizes the contract and on which the Customer may rely;

c) in the event of injury to life, limb or health, including through the fault of COTESA's legal representatives or vicarious agents;

d) in the event of delay, insofar as a fixed delivery or service date has been agreed;

e) insofar as COTESA has assumed the guarantee for the quality of the delivery item or the existence of a service result or a procurement risk within the meaning of § 276 German Civil Code (BGB);

f) in the event of mandatory statutory liability, in particular under the Product Liability Act.

11.3 In the event that COTESA or its vicarious agents are only guilty of slight negligence and none of the cases specified in points 11.2 lit. d), e) or f) above apply, COTESA shall only be liable for breach of essential contractual obligations for damage that is typical for the contract and could be foreseen.

11.4 The exclusions and limitations of liability pursuant to the preceding points 11.1 to 11.3 shall apply to the same extent in favor of COTESA's organs, executive employees, other vicarious agents and subcontractors.

11.5 The above provisions do not imply a reversal of the burden of proof.

§ 12 Limitation

Notwithstanding § 438 paragraph 1 no. 3 BGB and § 634a paragraph 1 no. 1 German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one year from the transfer of risk in accordance with point 6.3. This does not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of § 276 German Civil Code (BGB), claims arising from injury to life, limb or health, fraudulent, intentional or grossly negligent conduct on the part of COTESA or in the cases of § 487 German Civil Code (BGB) (recourse in the supply chain with consumers as end customers), § 438 paragraph 1 no. 2 German Civil Code (BGB) (construction of buildings and delivery of items for buildings) and § 634a paragraph 1 no. 2 German Civil Code (BGB) (construction defects) or if a longer limitation period is otherwise mandatory by law. § 305b German Civil Code (BGB) (precedence of individual agreements) remains unaffected. The above provisions do not imply a reversal of the burden of proof.

§13 Export Control

13.1 Unless otherwise agreed with the Customer, the delivery item is intended for initial sale by the Customer within the Federal Republic of Germany or, in the case of delivery outside the Federal Republic of Germany, to the agreed country of initial Delivery (hereinafter referred to as the **Country of Initial Delivery**).

13.2 The export of the delivery item by the Customer from the Country of Initial Delivery may be subject to approval, e.g. due to its nature or intended use or final destination. The Customer is obliged to check this and to strictly observe the relevant export regulations and embargoes, in particular those of the European Union, the Federal Republic of Germany or other member states of the European Union and, if applicable, the USA or ASEAN countries and all third countries affected by import and export, insofar as it exports the delivery item

provided by COTESA from the Country of Initial Delivery or has it exported by third parties.

13.3 In particular, the Customer shall ensure and prove to COTESA upon request that
- a) the delivery items provided are not intended for use in armaments, nuclear technology or weapons technology;
- b) no companies or persons named in the US Denied Persons List (DPL) are supplied with US goods, US software or US technology;
- c) no companies or persons named in the US Warning List, US Entity List or US Specially Designated Nations List are supplied with US goods without the relevant authorization;
- d) no companies or persons listed in the US Specially Designated Terrorists, Foreign Terrorists, Specially Designated Global Terrorists or the European Union's list of Terrorists or other relevant negative lists for export control are supplied;
- e) no military recipients are supplied with the delivery items provided by COTESA;
- f) no recipients are supplied with the delivery items provided by COTESA if this would violate other export control regulations, in particular those of the European Union or the ASEAN countries;
- g) all early warning notices from the competent German or national authorities of the respective country of first delivery regarding the delivery item are observed; and
- h) the delivery items are not shipped to Russia or Belarus.

13.4 In the event of delivery outside the Federal Republic of Germany, the Customer shall ensure at its own expense that all national import regulations of the Country of Initial Delivery are complied with in accordance with the delivery items provided by COTESA.

13.5 If there are objective indications that the use of the delivery item by the Customer violates a provision of the above point 13.3, COTESA may withdraw from the contract concluded with the Customer with regard to the delivery item concerned. In this case, the Customer shall have no claims for reimbursement of expenses and/or damages.

13.6 The Customer shall indemnify COTESA against all damages and expenses resulting from the culpable breach of the above obligations pursuant to points 13.1 to 13.4. This also applies to reasonable and customary costs (including those incurred by COTESA for legal defense) resulting from a culpable breach of duty by the Customer. § 254 German Civil Code (BGB) (contributory negligence) remains unaffected.

§ 14 Confidentiality

14.1 The contracting parties undertake to maintain confidentiality with regard to confidential information.

14.2 **Confidential Information** within the meaning of point 14.1 includes all financial, technical, legal and tax information relating to the business activities of the relevant contracting party or companies affiliated with it under company law in accordance with § 15 of the German Stock Corporation Act (AktG) (including data and records) and secret know-how, i.e. identifiable knowledge to which there is an express or implied interest in maintaining confidentiality, which is only accessible to a narrow circle of persons, is objectively identifiable and has commercial value, which one contracting party (hereinafter referred to as the **disclosing party**) discloses to the other contracting party (hereinafter referred to as the **receiving party**) in connection with the contractual relationship, provided that
- a) if provided in writing or electronically, it is marked as confidential information, described as such or is otherwise clearly recognizable as such to the receiving party from an objective point of view; or
- b) if provided verbally or visually, they are declared as confidential information by the disclosing party at the time of disclosure and are subsequently summarized in writing or in text form by the disclosing party towards the receiving party. This summary shall be sent to the receiving party within 14 calendar days of disclosure, marked as "confidential information", whereby receipt by the receiving party being decisive.

14.3 The obligation to maintain confidentiality does not apply to information if
- a) it is generally known at the time of disclosure or has been published by the disclosing party;
- b) it is part of general professional knowledge or the state of technology;
- c) it is individually known to the specific receiving party. The contracting parties shall inform each other of such prior individual knowledge in writing or in text form within 14 calendar days of receiving the Confidential Information as a condition for accepting the applicability of this exception; otherwise, the receiving party shall no longer be entitled to invoke this exception;
- d) it becomes generally known without the receiving party having contributed to this in a culpable manner;
- e) it must be disclosed in accordance with mandatory legal provisions or official orders;
- f) its disclosure to third parties is absolutely necessary for the execution of the contractual relationship, provided that these third parties have been obliged to maintain confidentiality in accordance with the provisions of this § 14 (in the case of employees, to the extent permitted by labour law).

14.4 The provisions of the German Trade Secrets Act (GeschGehG) shall remain unaffected and, insofar as they are mandatory, shall take precedence over the above provisions in points 14.1 to 14.3.

§ 15 Offsetting, Assignment

15.1 The Customer shall only be entitled to offset counterclaims that are undisputed or have been established by a final and binding court decision. § 215 of the German Civil Code (BGB) (offset against remuneration claims) remains unaffected. Offsetting shall also remain permissible with counterclaims based on a breach of a primary obligation under the contract with COTESA.

15.2 The Customer is not entitled to assign its claims arising from the contractual relationship with COTESA to third parties. This does not apply to monetary claims.

§ 16 Fictitious Receipt

All declarations made by COTESA to the Customer shall be deemed to have been received three calendar days after dispatch, unless they are declarations of particular importance, in particular terminations, withdrawals, revocations or other declarations that cause a certain disadvantage for the Customer.

§ 17 Choice of Law and Place of Jurisdiction

17.1 All legal relationships between COTESA and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

17.2 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 – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office in Mittweida. The same shall apply if the Customer is an entrepreneur within the meaning of § 14 German Civil Code (BGB). However, COTESA shall in all cases also be entitled to bring an action at the place of performance of the delivery or service obligation in accordance with these GTC or a prior individual agreement or at the Customer's general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.