

General Terms and Conditions of ecoTech Umwelt-Messsysteme GmbH

Scope of Application

These Terms and Conditions are written in German and English. In the event of any discrepancies or difficulties in interpretation between the German and English versions, the German version shall prevail; the English version is provided solely for informational purposes and to aid understanding.

ecoTech Umwelt-Messsysteme GmbH, Klara-M.-Faßbinder-Str. 1A, 53121 Bonn, registered in the Commercial Register of the Bonn Local Court under HRB 5419 (hereinafter “ecoTech”), applies exclusively these General Terms and Conditions to all deliveries and services. Unless otherwise expressly agreed, the following General Terms and Conditions (hereinafter “GTC”) apply to all contracts, in particular deliveries, the design and installation of system solutions, as well as the provision of service and consulting services and other services by ecoTech in its business dealings with its customers, provided that such customers are entrepreneurs (Section 14 of the German Civil Code (BGB)), legal entities under public law, or a special fund under public law within the meaning of Section 310(1)(1) of the German Civil Code (BGB) (hereinafter “customer”). Unless otherwise agreed, the GTC in the version valid at the time of the Customer’s order or, in any case, in the version available for viewing and saving at any time on our website at <https://www.ecotech.de> shall serve as a framework agreement also for similar future contracts, without our having to refer to them again or resend them in each individual case. Our General Terms and Conditions apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the Customer shall only become part of the contract to the extent that we have expressly agreed to their validity. This requirement for consent applies in all cases, for example, even if the Customer refers to its general terms and conditions in the context of the order and we do not expressly object to them. Individual agreements (e.g., framework supply contracts, quality assurance agreements) and information in our order confirmation take precedence over the General Terms and Conditions. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of contract conclusion.

Legally relevant declarations and notices by the customer regarding the contract (e.g., setting of deadlines, notice of defects, withdrawal, or reduction) must be made in writing. “In writing” within the meaning of these General Terms and Conditions includes written and text forms (e.g., letter, email, fax). Statutory formal requirements and further evidence, particularly in cases of doubt regarding the legitimacy of the party making the declaration, remain unaffected.

References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply to the extent that they are not directly amended or expressly excluded in these General Terms and Conditions.

Offer and Conclusion

Our offers are subject to change and non-binding. This also applies if we have provided the customer with catalogues, technical documentation (e.g., drawings, plans, calculations, cost estimates, references to DIN standards), other product descriptions, or documents – including in electronic form – to which we reserve ownership and copyright.

The documents accompanying the offer, such as illustrations, drawings, weight and dimension specifications, are examples and do not serve to specify the concrete subject matter of the contract. We reserve the right to make technical and design deviations as well as changes to models, construction, and materials that are adapted in the course of technical progress; such changes are not binding and do not constitute any warranty of quality.

ecoTech expressly reserves the right to make changes. The customer's order is considered a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 14 days of its receipt by us. A contract is only concluded upon our written order confirmation (e.g., email) or upon performance of the delivery/service.

Delivery Times

Delivery times and dates are provided at our best discretion and are non-binding unless expressly agreed upon as fixed. If we are unable to meet binding delivery times for reasons beyond our control (unavailability of the service), we will inform the buyer immediately and simultaneously provide the estimated new delivery time. If the service is still unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration already paid by the buyer. Unavailability of the service occurs, for example, in the event of late delivery by our supplier where we have entered into a corresponding covering transaction, in the event of other disruptions in the supply chain, such as due to force majeure, or if we are not obligated to procure the goods in individual cases. The occurrence of our delay in delivery is determined in accordance with statutory provisions. In any case, however, a reminder from the customer is required. The customer's rights under the section "Liability for Defects" of these Terms and Conditions, as well as our statutory rights – particularly in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance) – remain unaffected.

Partial deliveries are permitted to an extent reasonable for the customer. They are particularly permissible if the partial delivery is usable by the customer within the scope of the contractual purpose and the delivery of the remaining ordered goods is ensured.

The start of the delivery period specified by us is contingent upon the clarification of all issues relating to the order and the fulfilment of all other obligations by the customer.

Shipping/Passing of Risk

Delivery is ex works Bonn. Bonn is also the place of performance for the delivery commitment and for all claims for supplementary performance. At the customer's request and expense, the goods will be shipped to another destination (sale by delivery). Unless otherwise agreed, we are entitled to determine the method of shipment (in particular the carrier, route, and packaging) ourselves. As a standard practice, the goods are shipped with insurance against transport damage and loss at the customer's expense. The insurance covers the gross value of the goods. A waiver of transport insurance by the customer is only effective if it is declared in writing prior to shipment of the goods.

The risk of accidental loss and deterioration passes to the customer upon each delivery, including deliveries with free shipping. For deliveries without installation or assembly, the passing of risk occurs upon handover of the goods to a freight forwarder or carrier, but no later than when the goods leave ecoTech's warehouse. This also applies if delivery is made by ecoTech's own vehicles. This applies accordingly to partial services. If shipment, delivery, the start or performance of installation or assembly, acceptance at the customer's premises, or

trial operation is delayed for reasons attributable to the customer, or if the customer is in default of acceptance for other reasons, the risk passes to the customer upon the occurrence of the default of acceptance.

Prices and payment/default of payment

Unless otherwise agreed in individual cases, the prices current at the time of contract conclusion in accordance with our valid price list (supply and demand) apply to all orders. To the extent that price lists or quotes were provided prior to contract conclusion, these serve merely as a guide and are subject to change. Price changes after the conclusion of the contract do not justify a price change for orders that have already been confirmed. If a price change occurs after a customer's inquiry but before the conclusion of the contract, notification of the changed price shall be deemed a rejection of the original request combined with a new offer (Section 150(2) of the German Civil Code (BGB)).

In the case of sale by delivery, the customer bears the transportation costs ex works and the costs of transport insurance. Additional deliveries and services will be billed separately. All agreed prices are exclusive of the applicable statutory value-added tax and other taxes and duties; for export deliveries, they are exclusive of customs duties, fees, and other public charges.

The deduction of a discount requires a special written agreement. Our prices are ex works, including packaging. If ecoTech has undertaken the installation or assembly of the delivered products and nothing else has been agreed, the customer shall bear, in addition to the agreed remuneration, all incidental costs incurred (e.g., travel expenses; costs for the transport of hand tools and personal luggage; as well as per diems).

The invoiced amounts are due immediately without deduction, unless otherwise agreed in writing in individual cases or unless the installation or assembly of the delivered products has been undertaken; in this case, the amount becomes due only upon successful acceptance of the completed installation or assembly. If 14 calendar days have elapsed since the due date without payment, the customer shall be in default without the need for an additional reminder. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate. We reserve the right to claim further damages resulting from the delay. Our claim to commercial default interest (Section 353 of the German Commercial Code (HGB)) remains unaffected in dealings with merchants. The same applies to repairs and other services. If the customer defaults on payment under an existing instalment agreement or if other circumstances become known that call into question their creditworthiness, ecoTech shall have the right to immediately demand and declare the entire outstanding balance due and payable. This also includes the right to make further deliveries contingent upon advance payments or security and to withdraw from the contract in whole or in part.

Any claim for damages remains unaffected by this and may be asserted in addition.

Within the framework of an ongoing business relationship, we are entitled at any time to fulfil an order in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest upon order confirmation. Taxes, duties, etc., levied in the recipient country are not borne by ecoTech; this also applies to increases in customs duties. These are borne by the customer upon conclusion of the contract. The assertion of rights of retention or set-off is excluded, unless the customer's counterclaims are undisputed, have been legally established, or arise from the same contractual relationship.

Liability for Defects

Claims by the customer for defects in the purchased item, as well as other claims for damages, are governed by statutory provisions, unless otherwise specified below. In all cases, the special statutory provisions regarding final delivery of the goods to a consumer (supplier's right of recourse, Sections 478, 479 of the German Civil Code (BGB)) remain unaffected.

The basis of our liability for defects is, above all, the agreement regarding the quality and intended use of the goods. All product descriptions and manufacturer specifications that are the subject of the individual contract shall be deemed to constitute an agreement regarding quality. For goods containing digital elements or other digital content, we are obligated to provide and, if applicable, update the digital content only to the extent that this is expressly stipulated in an agreement regarding quality. We assume no liability for public statements made by the manufacturer or other third parties in this regard.

Claims for defects by the customer require that the customer has duly fulfilled its obligations to inspect and give notice of defects pursuant to Sections 377 and 381 of the German Commercial Code (HGB). The customer must inspect the goods immediately and report defects in writing. For goods intended for installation or other further processing, an inspection must in any case take place immediately prior to processing. Obvious defects must be reported within 3 business days of delivery/receipt of the goods; non-obvious defects (hidden defects) must be reported immediately upon discovery. If the customer fails to conduct the proper inspection and/or report defects, our liability for the unreported defect is excluded. This applies to goods intended for installation even if the defect only became apparent after processing as a result of a breach of these obligations; in this case, the customer has no claims for reimbursement of removal and installation costs. In the event of a justified complaint, ecoTech shall provide subsequent performance by repair or replacement. The choice of the type of supplementary performance rests with ecoTech. Our right to refuse supplementary performance under the statutory conditions remains unaffected.

ecoTech is entitled to make supplementary performance contingent upon the customer having paid the due purchase price. As long as the customer is in default of payment, ecoTech may refuse warranty rights until all due amounts have been paid in full. This does not suspend or interrupt the statute of limitations.

Claims for defects do not exist:

- a) if the deviation from the agreed quality is insignificant or the usability is only insignificantly impaired, or
- b) if defects or damage arise only after the passing of risk, in particular due to natural wear and tear, improper/negligent handling, excessive strain, unsuitable operating materials, defective construction work, non-reproducible software errors, or other external influences.

A prerequisite for the defects of a liability claim is that the delivered products are handled properly and in accordance with the instructions in our user manuals and that no unauthorised interventions, modifications, or repair work has been performed by the customer or third parties.

If the customer discovers defects in the goods, they may not dispose of them, i.e., they may not be divided, resold, or further processed until an agreement has been reached regarding the resolution of the complaint. The customer is obligated to make the goods subject to complaint

available to ecoTech for the purpose of examining the complaint. In the event of culpable refusal, the warranty shall lapse. If the customer culpably refuses to provide the necessary cooperation, the rights of defects shall lapse only to the extent that the examination or supplementary performance thereby becomes impossible or unreasonable. Returns of goods subject to complaint shall be made by arrangement; in the event of a justified complaint, ecoTech shall bear the necessary shipping costs; otherwise, the customer shall bear them.

Supplementary performance does not include the removal, dismantling, or uninstallation of the defective item, nor the installation, fitting, or assembly of a defect-free item, if we were not originally obligated to provide these services.

If a customer's request for rectification of a defect proves to be unjustified, we may demand reimbursement from the customer for the resulting costs (in particular, inspection, transport, travel, labour, and material costs) if the customer knew or should have recognised that no defect actually existed.

Claims by the customer due to a defect in the purchased item shall be barred by the statute of limitations one year after the transfer of risk. This does not apply to claims based on intent or gross negligence on the part of ecoTech, its legal representatives, or vicarious agents, nor to claims for injury to life, limb, or health under the Product Liability Act or in cases required by law.

Industrial Property Rights

Unless otherwise agreed, ecoTech is obligated to deliver the goods free of third-party industrial property rights and copyrights (hereinafter "property rights") only in the country of the place of delivery. If a third party asserts valid claims against the customer for the infringement of intellectual property rights arising from the contractual use of the delivery, ecoTech shall, in accordance with this section and within the statute of limitations applicable to claims for defects, perform as follows:

a) ecoTech shall, at its own discretion and expense, either obtain a right of use, modify the delivery so that the intellectual property right is not infringed, or replace the delivery. If this is not possible under reasonable terms, the customer is entitled to the statutory rights of rescission or reduction.

b) Any claims for damages are governed by the section "Limitation of Liability".

c) The foregoing obligations shall apply only if the Customer immediately notifies ecoTech in writing of any claims asserted by third parties, does not acknowledge any infringement, and leaves the conduct of the dispute, including settlement negotiations, to ecoTech. If the customer ceases use for the purpose of mitigating damages or for other important reasons, the customer shall inform the third party that the cessation of use does not constitute an admission of liability. Any indemnification of ecoTech is limited to the purchase price of the affected delivery, unless further mandatory liability exists under the section "Limitation of Liability".

Claims are excluded to the extent that the customer is responsible for the infringement of intellectual property rights. The choice between the aforementioned measures (right of use, modification, and replacement) lies within the sole discretion of ecoTech. Claims are further excluded to the extent that the infringement of intellectual property rights is caused by specific requirements of the customer, by an application unforeseeable by ecoTech, or by the fact that

the delivery has been modified by the customer or used in conjunction with products not supplied by ecoTech.

In all other respects, the provisions regarding the liability for material defects apply mutatis mutandis to infringements of intellectual property rights and other legal defects.

Limitation of Liability

Any claims for damages by the customer, regardless of the legal basis, arising directly or indirectly in connection with the contract and its performance, are excluded unless otherwise provided below. In particular, ecoTech shall not be liable for the consequences of improper modification, use, or handling of the goods. Liability is in any case limited to compensation for foreseeable damage typical for this type of contract. Claims for damages by the customer based on claims for contractual penalties by the customer's contractual partners are not considered foreseeable or typical for the contract.

The foregoing exclusions and limitations of liability do not apply in the event of a breach of a material contractual obligation (cardinal obligation) by ecoTech. Cardinal obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and is entitled to rely. In this case, however, ecoTech's liability is limited to compensation for foreseeable, typically occurring damage.

The foregoing exclusions and limitations of liability also do not apply:

- a) in the case of damages resulting from injury to life, limb, or health that are based on an intentional or negligent breach of duty by ecoTech or its legal representatives or vicarious agents, as well as
- b) in the case of other damages resulting from an intentional or grossly negligent breach of duty by ecoTech or its legal representatives or vicarious agents, or if the damage arose from the absence of a warranted characteristic or from the fraudulent concealment of a defect.

Claims under the Product Liability Act remain unaffected (Section 14 ProdHaftG).

Indemnification

The Customer shall indemnify ecoTech against any liability, damages, claims, proceedings, and costs, including reasonable legal costs, arising out of or in connection with (i) a subcontractor designated by the Customer, (ii) a product design specified by the Customer, (iii) a packaging design provided by the customer, or (iv) shipping containers selected or specified by the customer. If the customer sells the products, the customer shall indemnify ecoTech internally against third-party product liability claims to the extent that the defect falls within the customer's sphere of responsibility or risk.

Retention of Title

The delivered products remain the property of ecoTech until full payment of all our current and future claims arising from the contract and an ongoing business relationship (secured claims). In the case of open accounts, the retention of title applies to secure the balance claim due to ecoTech.

The customer is permitted to sell the products subject to retention of title (“reserved products”) only in the ordinary course of business. The customer is not authorised to pledge the reserved products, assign them as security, or take any other actions that jeopardise ecoTech’s ownership. The customer must notify us immediately in writing if an application is filed to open insolvency proceedings or if third parties (e.g., through attachments) seek to seize the products subject to retention of title. The customer shall bear the costs of defending against such seizures and claims.

The customer hereby assigns to ecoTech the claim arising from the resale in full or in the amount of any co-ownership share; ecoTech hereby accepts this assignment. The customer remains authorized alongside us to collect the claim. We undertake not to collect the claim as long as the customer meets its payment obligations to us and there is no impairment of its ability to perform. ecoTech may revoke the authorisation to collect the receivables as well as the right to resell if the customer is in default of material obligations (in particular payment), if there is a lack of solvency, if payments have been suspended, or if an application for the opening of insolvency proceedings is filed. In the event of revocation, ecoTech is entitled to collect the receivables itself; upon request, the customer must disclose to ecoTech the assigned receivables and their debtors, provide all information necessary for collection, hand over the relevant documents, and inform its customers (third parties) of the assignment.

Any processing or transformation of the products subject to retention of title by the customer shall always be carried out on behalf of ecoTech, whereby we shall be deemed the manufacturer. If, upon processing, mixing, or combining with third-party goods, the third party’s ownership rights remain in effect, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods at the time of processing. The customer shall hold the resulting co-ownership in trust for ecoTech. In all other respects, the same provisions apply to the new item created by processing as to the products delivered under retention of title.

The customer is obligated to handle the products subject to retention of title with care for the duration of the retention of title. At ecoTech’s request, the customer is obligated to adequately insure the products subject to retention of title, to provide ecoTech with the corresponding proof of insurance, and to assign the claims arising from the insurance contract to ecoTech.

If the realisable value of the securities exceeds ecoTech’s total claims to be secured by more than 10%, the customer is entitled to demand release to that extent. ecoTech shall be entitled to select the collateral to be released.

If the customer defaults on material obligations, in particular payment, ecoTech is entitled, in accordance with statutory provisions, to withdraw from the contract or to demand the return of the products subject to retention of title. The demand for return does not simultaneously constitute a declaration of withdrawal. Rather, we are entitled merely to demand the return of the goods and to reserve the right to withdraw.

For deliveries to other jurisdictions where the above retention of title provision does not have the same security effect as in Germany, the customer shall take all necessary steps to immediately grant ecoTech corresponding security rights. The customer shall cooperate in all measures, such as registration, publication, etc., that are necessary and conducive to the validity and enforceability of such security rights.

Repairs; Repairs to Third-Party Equipment; Loaner Equipment

If a cost estimate is requested prior to the performance of repair work, the customer must expressly specify this in writing. Unless otherwise agreed, cost estimates are always non-binding. ecoTech is entitled to charge for the diagnostic, testing, and troubleshooting services incurred in preparing the cost estimate on a time-and-materials basis, even if a repair is not subsequently carried out. This does not apply if the customer proves that a material defect exists within ecoTech's sphere of responsibility. Unless otherwise agreed, the shipment of devices/parts is at the customer's expense and risk. The customer must package the goods securely for transport. Returns are made by arrangement; shipping and packaging costs will be charged to the customer, unless otherwise required by law. The customer is obligated to perform a complete data backup before handing over devices/data carriers. ecoTech shall be liable for the loss of data and programs only in accordance with the limitation of liability; liability for data loss is specifically excluded if the damage is due to the customer's failure to perform or inadequate performance of data backups. ecoTech is not obligated to separately inform the customer about the need for a data backup prior to performing the repair. Unless otherwise agreed, removed or replaced parts become the property of ecoTech without compensation. ecoTech assumes no obligation to dispose of old parts unless they were replaced as part of the repair. The disposal of third-party devices or non-repairable components may be billed separately at the customer's request.

Repairs to Third-Party Devices

Repairs to devices not manufactured or supplied by ecoTech ("third-party devices") are performed exclusively based on the technical specifications provided by the manufacturer and available replacement parts. Statements regarding the availability of replacement parts and the feasibility of repairs are always non-binding, unless they are expressly designated as binding in an order confirmation.

ecoTech assumes no liability for the loss of the customer's manufacturer warranties or guarantees vis-à-vis the original supplier/manufacturer resulting from the commissioning or performance of the repair by ecoTech.

If, during the inspection or repair, a third-party device proves to be irreparable (e.g., due to a lack of spare parts, economic total loss, or irreparable technical defects), ecoTech is entitled to invoice the customer for the costs incurred for fault diagnosis and inspection on a time-and-materials basis.

To the extent that ecoTech commissions third-party services (e.g., manufacturer service, calibration laboratories, specialised service providers) as part of the repair, this is done in the name and on behalf of ecoTech; the resulting costs shall be borne by the customer, unless otherwise agreed.

For claims arising from defects in repairs to third-party devices, ecoTech is liable exclusively for the proper performance of the service provided and the parts installed. Liability for the general functionality of the entire system (third-party device) beyond the specific repair service is excluded.

Loaner Equipment

If ecoTech provides the customer with a loaner device for the duration of a repair, inspection, service, or delivery, the loaner device remains the property of ecoTech. The customer must treat the loaner device with care, use it exclusively for its intended purpose, and protect it from access by third parties.

The risk of accidental loss or deterioration passes to the customer upon handover of the loaner device to the carrier. The customer is liable for loss, theft, and damage to the loaner device until it is returned to ecoTech. The customer is obligated to insure the rental equipment against standard risks (in particular, fire and theft) at replacement value for the duration of the rental period. The rental equipment must be returned immediately, in full, and in proper condition at the latest upon request or upon completion of the service. If the customer fails to return the rental equipment on time, ecoTech is entitled to demand compensation for use in the amount of ecoTech's current daily rental rates for each day or portion thereof that the equipment is late; ecoTech reserves the right to claim further damages resulting from the delay. The customer must back up all of their own data prior to return and – to the extent technically possible – remove it from the rental equipment. ecoTech shall be liable for any remaining data only in accordance with the limitation of liability.

Data Protection

ecoTech processes the personal data of the customer or their contacts in the context of contract initiation and execution to fulfil legal obligations (e.g., commercial and tax law retention obligations) as well as to provide service and support. This may include, in particular, contact, communication, contract, billing, and – to the extent technically necessary – usage and log data (e.g., from support requests, remote maintenance, or system logs). To the extent that the customer transmits personal data of third parties (e.g., contacts, employees, end customers) to ecoTech, the customer shall ensure that a legal basis exists for this and that the necessary information has been provided in accordance with the GDPR. ecoTech may engage service providers (processors) to perform services. Where necessary, ecoTech will enter into a data processing agreement with the customer in accordance with Article 28 of the GDPR. Further information on data processing (in particular, purposes, legal bases, recipients, retention periods, and data subject rights) is provided in ecoTech's Privacy Policy, which is made available as part of the business relationship and can be accessed at any time at <https://www.ecotech.de/datenschutz>. If data is transferred to a country outside the EEA, this is done only in compliance with the requirements of Articles 44 et seq. of the GDPR. To the extent permitted by law, ecoTech may also use contact information to provide information about its own similar products and services; the customer may object to this at any time with future effect.

Compliance

The customer undertakes to comply with all applicable legal regulations in connection with the ordering, delivery, transfer, export, import, use, and resale of the products. This includes, in particular, export control regulations, embargo and sanctions regulations, as well as applicable anti-corruption regulations.

The customer warrants that the products and associated technologies will not be used, offered, delivered, or transferred in connection with the development, manufacture, use, or storage of nuclear, chemical, or biological weapons. The Customer shall not deliver or make the Products available to persons, organizations, or countries subject to restrictions under applicable sanctions or embargo regulations.

The Customer undertakes not to offer, promise, or grant any improper benefits, directly or indirectly, to public officials, government agencies, political parties, or other decision-makers in order to obtain an unfair advantage in connection with the business relationship.

ecoTech is entitled to refuse, suspend, or terminate deliveries and services to the extent that their performance would violate applicable export control, embargo, sanctions, or anti-corruption regulations or if the necessary approvals are not available. Delays resulting from compliance checks or approval procedures do not constitute a delay in delivery on the part of ecoTech; claims for damages by the customer are excluded in this regard.

The customer shall provide ecoTech with all information and documents required for the compliance check (in particular end-use, end-destination, country of destination, and recipient) and shall immediately notify ecoTech of any changes relevant to this. The customer shall fully indemnify ecoTech against all claims, fines, costs, and damages resulting from the customer's culpable breach of the aforementioned compliance obligations.

A material breach of these compliance obligations entitles ecoTech to terminate all existing contracts without notice and to withdraw from all delivery obligations.

General Provisions

The Customer is not entitled to assign rights and claims arising from the contractual relationship to third parties without ecoTech's prior consent. Statutory rights of assignment, in particular under Section 354a of the German Commercial Code (HGB), remain unaffected.

The place of performance for all services arising from the business relationship is Bonn. The exclusive, including international, venue for all disputes arising directly or indirectly from the contractual relationship is our registered office in Bonn, provided the customer is an entrepreneur, merchant, legal entity under public law, or a special fund under public law. However, ecoTech is also entitled to bring an action at the customer's place of business. Prevailing statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected. German law applies to all legal relationships, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions remains unaffected. The statutory provisions shall apply in place of the invalid provision. The parties undertake to treat as confidential any confidential information of the other party that becomes known to them in the course of the business relationship and to use such information solely for the purpose of performing the contract. Statutory disclosure obligations remain unaffected.