

# General Terms and Conditions of COMPAREX AG ("COMPAREX")

Status: 01 April 2017

## I. Scope of Application

1. These General Terms and Conditions ("GTC") shall exclusively apply to business persons, legal persons under public law, and special assets under public law in terms of sec. 310 I German Civil Code (*Bürgerliches Gesetzbuch* – "BGB") (jointly the "Customers").
2. The GTC shall apply in addition and secondary to individual agreements between COMPAREX and the Customer (jointly the "Parties") regarding deliveries and services by COMPAREX.
3. In addition to the GTC, in case of delivery of third-party standard software or respectively, software products, their existing end user license terms and general terms and conditions, if any, shall apply.
4. Any deviating terms and conditions of the Customer shall only be valid if recognized by COMPAREX in writing. This shall also be true if the general terms and conditions from the Customer have not been expressly contradicted. In particular acceptance of performances by the Customer shall be deemed acknowledgment of these GTC, waiving the Customer's general terms and conditions.

## II. Concluding the Agreement

1. Quotes by COMPAREX shall be non-binding. A binding individual agreement shall be deemed concluded if COMPAREX accepts an offer of the Customer by confirming the order, completing delivery or performance or by issuing an invoice.
2. The concluded individual agreement shall constitute the complete agreement with respect to the service obligations of COMPAREX. Any deviating arrangements, amendments, as well as ancillary agreements, assurances, or the like, including without limitation changes and resolutions determined in project or respectively, performance discussions (and minutes), shall require confirmation by COMPAREX in writing to be effective and shall only apply to the order for which they were agreed upon.

## III. Subject Matter and Performance Obligations

1. Subject matter shall be the deliveries and services listed in the individual agreement. All additional deliveries and services by COMPAREX shall be arranged separately and are to be remunerated by the Customer as an additional amount. Should COMPAREX provide additional deliveries and/or services free of charge, the Customer shall not be entitled to claim for their performance.
2. Unless stipulated otherwise, COMPAREX may also deliver the delivery and service items to the Customer by way of electronic

transmission or provision for downloading. If the delivery and service items are provided for downloading, COMPAREX shall notify the Customer about such provision.

3. Delivery and service dates and deadlines shall be binding only if they have been confirmed in writing by COMPAREX. The Customer undertakes to report the need for any postponements in due time to enable COMPAREX to make the relevant arrangements. Fixed delivery and service dates shall be stipulated subject to the proviso that COMPAREX will receive any deliveries and services by its respective upstream suppliers in due time and according to contract.
4. Any advice by COMPAREX in the lead-up to conclusion of the agreement shall be given to the best of its knowledge. At that stage, the Customer shall be required to actively disclose any information pertaining to it, which may be of relevance for the quote.
5. Free or respectively, discounted test phases as well as rights of return – unless regulated by mandatory law – of the Customer with regard to deliveries and services shall require a corresponding explicit stipulation by and between the Parties in the individual agreement.
6. COMPAREX shall be permitted to appoint subcontractors to carry out contractually stipulated deliveries and services. The responsibility of COMPAREX for rendering performance shall not be affected by this. COMPAREX shall be entitled to transfer rights and duties under the individual agreement to a third party.
7. In the absence of an explicit agreement in individual cases, in case of doubt, the performances shall be rendered as services (*Dienstleistungen*). The project and success responsibility shall be borne by the Customer, unless explicitly stipulated otherwise in the individual agreement.
8. When selecting its staff, COMPAREX shall take the Customer's interests into due consideration. COMPAREX shall be entitled at any time to replace deployed staff or third parties with other with similar qualifications and experience. If the names of such staff have been communicated to the Customer, COMPAREX shall notify the Customer about the replacement. As a rule, with respect to choosing the work site, scheduling work times, and structuring the work within the scope of the task assignment, COMPAREX shall be free and not bound by instructions. The employees deployed shall be subject only to the instructions and the personnel responsibility of COMPAREX. This shall also be true if the services are rendered on the Customer's premises. When working together with the Customer in order to meet deadlines and complete tasks, COMPAREX will mutually arrange the work schedule.
9. Insofar as COMPAREX for the rendering of its services depends on deliveries and services that COMPAREX does not manufacture itself and does not have in stock or cannot procure at the time the order is placed, COMPAREX shall be entitled to terminate the agreement insofar as COMPAREX' supplier or sub-supplier does not deliver, COMPAREX is not responsible for

the non-delivery, or in spite reasonable efforts is unable to obtain the deliveries and services at all or can do so only at considerably inflated market prices (compared to normal market prices). COMPAREX shall inform the customer without delay of the unavailability of the services and reimburse the customer for any amounts that the customer has already paid. Any further rights of the Customer shall be excluded.

10. Events that are unforeseeable, unavoidable, or outside the control of COMPAREX, such as "Force Majeure" (*Höhere Gewalt*), shall release COMPAREX from its delivery and service obligations for their duration. The consequences of a labor dispute at COMPAREX or a third party shall be considered cases of Force Majeure as well if they impact the deliveries and services provided by COMPAREX. In such cases, stipulated deadlines and dates shall be extended by the length of the disturbance, if need be, including a reasonable restarting phase; the Customer shall be adequately notified about the occurrence of the disturbance. Should the end of the disturbance be unforeseeable or if it lasts for more than one (1) month, each party shall have the right to terminate the agreement or withdraw. The above shall apply accordingly if said circumstances occur with a subcontractor of COMPAREX.

#### **IV. Delivery, Transfer of Risk and Ownership**

1. All deliveries shall be made at the place mentioned in the individual agreement. Preparation of operational readiness shall be required only if a respective explicit agreement was reached.

2. For compliance with delivery dates and the transfer of risk, the date shall be decisive on which COMPAREX or the producer delivers the delivery item to the transport company for delivery to the customer.

3. In case of delivery of software and granting or procurement of associated rights of use, in the event of payment default by the Customer by more than fourteen (14) calendar days, COMPAREX shall be entitled to prohibit his use of the software with immediate effect (contractual right of prohibition – *vertragliches Untersagungsrecht*).

4. COMPAREX shall reserve the title to the delivered goods until all its future claims against the Customer at the time of the service or in connection with the delivery items have been settled. With respect to current accounts, the retained ownership is regarded as security for the offset balance or current account receivable of COMPAREX.

5. The Customer shall only have the right to sell delivery items under reservation of title, particularly in combination with items belonging to third parties, in the course of proper business. The Customer shall not have the right to pledge the goods under reservation of title elsewhere, to assign them by way of security or to make other dispositions that jeopardize COMPAREX' title. The Customer shall also immediately assign to COMPAREX all accounts receivable arising from the onward sale; COMPAREX shall accept this transfer as of now. Until further notice the Customer

shall be authorized to collect the debts from the claims assigned to COMPAREX in its own name and to hold them in trust on COMPAREX' behalf. COMPAREX shall be entitled to revoke such authorization and the right to resell the retained products if the Customer is in default of his/her material contractual obligations. On request, the Customer shall provide the information necessary for the enforcement of the receivables, particularly names, addresses, phone numbers of the end customer and the items sold to him.

6. In the case of seizures (*Pfändungen*) of the goods or other interferences by third parties with the reservation of title or the assigned claims to payment, the Customer shall be obligated to indicate the right to reserve propriety and the property of COMPAREX as well as the assignment of receivables and inform COMPAREX without delay. The Customer shall also be obligated to inform COMPAREX of the name of the third party (parties) who are seizing the items or attaching the claims or causing any other disruptions. The Customer shall bear the costs incurred in warding off such interferences.

7. Should the realizable value of the securities exceed the aggregate of COMPAREX's claims which are to be secured by more than 20%, the Customer shall be entitled to demand a release to such extent.

#### **V. Rights of Use of Software and Intellectual Property, Documentation**

1. Rights of use for standard software of third parties shall be determined exclusively by the license conditions of the respective software manufacturer and granted to the Customer on the basis of so-called End User License Agreements ("EULA") or similar provisions. The Customer shall ensure that all users of the standard services observe these provisions.

2. Regarding its own standard software COMPAREX shall grant the Customer a simple non-transferable right of use for internal business purposes, unless EULA or respectively, similar regulations provide otherwise for such standard software.

3. Regarding individual software as well as any other deliverables created by COMPAREX individually for the Customer, COMPAREX shall grant the Customer a simple non-transferable right of use for internal business purposes. COMPAREX shall grant such right to the Customer subject to full payment. Standard software, which is part of the individual software or of the other deliverables, shall be governed by sections V.1. and V.2.

4. Regarding "Open Source Software" or modified versions of such software as part of the individual software or of the other deliverables, in deviation from section V.1., the Customer shall be given rights of use pursuant to the respective relevant license terms for such software (e.g. "GNU General Public License"). The Parties shall comply with such license terms.

5. The transfer of rights of use of third-party standard software shall be permitted only in light with the respective applicable law and case law. With regard to standard software of COMPAREX,

any transfer of rights of use to third parties shall be permitted only if all of the Customer's rights are completely abandoned. The Customer shall be obligated to impose its duties and restrictions of use upon such third party. Upon request by COMPAREX, the Customer shall confirm in writing its abandonment of own use.

6. COMPAREX shall have the right to freely use the know-how used or acquired during the rendering of the stipulated services at its own discretion, whether to further its own interests or those of third parties.

7. If the Customer was granted a temporary right of use to software and/or other deliverables and the use ceases due to the termination of the agreement, the Customer shall return on request the software and/or other deliverables, including any copies and all written documentation and other information to COMPAREX or delete them, provided that he/she is not legally obligated to a prolonged storage of the data.

8. In the context of standard software delivery, COMPAREX shall provide the Customer with the respective manufacturer's original user documentation. Moreover, COMPAREX shall be required to provide documentation only upon explicit stipulation in the individual agreement.

9. Software shall be delivered exclusively in object code. There shall be no claim to release or disclosure of the source code. COMPAREX explicitly objects to depositing source codes of delivered standard software and shall refuse the conclusion of any such agreements.

## **VI. The Customer's Cooperation Obligations and Default of Acceptance**

1. The Customer shall support COMPAREX as much as possible in regard to rendering the services. The Customer shall in particular render the required cooperation and provision performances free of charge, in full and in a timely fashion, and provide free of charge and ready for use rooms and work stations including telephone, Internet access, necessary system access, and the necessary development environment with the required number of terminals and other auxiliary means within the scope of customary working periods and the operational access policy.

2. The Customer shall provide COMPAREX with all the information it needs in a timely fashion so that COMPAREX can render services pursuant to the agreement. The Customer shall inform COMPAREX without delay of all known events, circumstances, and changes that are capable of affecting the rendering of the services.

3. COMPAREX shall not be obligated to verify the quality or accuracy of the Customer's cooperation obligations nor the correctness or completeness of the information provided by the Customer. On request, the Customer shall provide COMPAREX with written confirmation as to the correctness and completeness of the information and/or documents he/she has submitted.

4. If any delays and/or additional expenses arise due to default of acceptance and/or improper or tardy participation and/or provision by the Customer, COMPAREX shall not be responsible for any required changes to the schedule and may charge the necessary additional expenses to the Customer. Stipulated deadlines shall be adequately extended automatically, but in any event by the length of the delay. The prices of COMPAREX valid at the time of rendering the services shall be applicable for remunerating the additional expenses. Moreover, the statutory rights of COMPAREX shall remain unaffected.

## **VII. Remuneration and Payment Terms**

1. The remuneration amount will be indicated in the individual agreement. If the contractual parties could not agree on a specific price, the price shall be determined (i) on the basis of the valid COMPAREX price list at the time of conclusion of the agreement or (ii) on the COMPAREX hourly or daily rates valid at the time of rendering the services.

2. Unless stipulated otherwise, any incurred packaging, transport, and transport insurance costs as well as incurred travel expenses shall be borne by the Customer.

3. The sales tax will be calculated at the respective statutory amount at the time the invoice is issued. Price increases due to sales tax increases shall be borne by the Customer. All COMPAREX invoices shall be immediately due and payable without a discount as of the invoice date, unless the invoice indicates a term of payment. COMPAREX shall be entitled to issue the invoice in paper form or electronically. The Customer agrees to electronic invoicing as of now.

4. Any objections that the Customer has to the billing of services rendered by COMPAREX are to be made in writing within ten (10) working days of the invoice being received. After the aforementioned deadline, the invoice shall be regarded as accepted by the Customer.

5. The Customer shall only be entitled to withhold payments or offset them with counterclaims to the extent that its claims are undisputed or legally established. The Customer may offset or retain payments only in so far as he has indeed payment claims due to defects in quality or title of the services. The Customer shall not have any right of retention if his defect claim has lapsed.

6. If the Customer fails to settle a due receivable by the contractual payment date as a whole or in part, COMPAREX may revoke stipulated payment targets for all receivables. COMPAREX shall furthermore be entitled to render further services only against advance payment or against security by way of a performance bond (*Erfüllungsbürgschaft*) by a credit institution or credit insurer registered in the European Union. Such advance payment shall cover the respective settlement period or – in case of one-off services – their compensation.

7. If the Customer is financially unable to perform his obligations vis-à-vis COMPAREX, COMPAREX may terminate existing exchange agreements with the Customer by way of withdrawal, and

continuing obligations by canceling without notice, even if the Customer has filed for insolvency. Sec. 321 BGB and Sec. 112 German Insolvency Code (*Insolvenzordnung* – “InsO”) shall remain unaffected. The Customer shall notify COMPAREX in due time in writing about any imminent insolvency.

### VIII. Warranty in the Case of Sales and Lease Agreements

1. COMPAREX shall warrant that the delivery items are free from defects. In this regard the Parties agree delivery of completely fault-free software is impossible according to the current state of the art. Minor deviations of services by COMPAREX from the contractual properties and condition shall not give rise to claims due to defects in quality. Representations (*Zusicherungen*) and public statements by any third party regarding software produced by him shall be considered part of the stipulated properties and condition of the software only if the Parties have thus agreed in writing or if COMPAREX had explicitly adopted publicly and in writing.

2. The warranty obligation shall commence upon delivery or, in case of software, upon provision for use and granting or procuring the right of use. To assert warranty claims, the Customer shall be obliged to notify the defects in writing giving precise details of each defect within fourteen (14) days after occurrence of the defect. COMPAREX shall provide subsequent improvement (*Nacherfüllung*) in the event of a defect, at its choice, by repair (*Nachbesserung*) or replacement (*Ersatzlieferung*). The Customer shall tolerate three attempts at subsequent improvement.

3. The Customer shall examine the delivery items without delay for any obvious and recognizable defects and, if any, notify COMPAREX of these defects in an understandable form and provide the information suitable for rectifying the error (Sec. 377 German Commercial Code (*Handelsgesetzbuch* – “HGB”)). The Customer shall report non-obvious defects as soon as they become evident. In addition, the Customer shall take necessary measures that allow for a reproducibility or detectability of the faults or defects and their causes or facilitate or accelerate the elimination of the fault.

4. The Customer shall support COMPAREX with the remedy of the faults in any reasonable way. As long as COMPAREX is obligated to remedy the faults, the Customer shall have all work carried out by COMPAREX or with its explicit consent, by third parties. The Customer shall provide COMPAREX with the additional devices and programs necessary to remove the defects and keep at his/her expense all the necessary technical equipment (including communication connections) in operation, e.g. for remote diagnostics. In addition, as long as COMPAREX is obligated to remedy the defects, the Customer shall maintain the environment necessary to operate the programs and devices, as specified by COMPAREX or the manufacturer. On COMPAREX' request, the Customer shall appoint a representative who participates in the remedy of the defects. If it becomes necessary to replace the device or a device part, COMPAREX shall inform the

Customer thereof. The Customer shall ensure that data be secured and sensitive data and programs be deleted prior to the replacement.

5. If the defects occurred are due to circumstances beyond the control of COMPAREX, a warranty obligation shall not apply. This shall apply in particular in case of excessive or improper use, normal wear and tear, failure of components of the system environment, software errors, which are non-reproducible or cannot otherwise be demonstrated by the Customer or damage caused by special external influences, which are not required under the Agreement. The warranty claims shall furthermore not extend to faulty or insufficient instructions or participation of the Customer and contributed system components or those system components that the Customer or a third party changes without COMPAREX' consent. This shall not apply if the Customer proves that this change was not the cause of the reported defect and is not the result of a prior self-remedy of defects.

6. If COMPAREX has become active due to an error report from the Customer, without such an error existing, or if COMPAREX was under no obligation to rectify this error under the warranty, COMPAREX can demand reimbursement from the Customer for the time and effort spent. The prices of COMPAREX valid at the time of rendering the services shall be applicable for remunerating.

7. COMPAREX shall be liable for the infringement of third-party rights by the delivery or services it provides only if the delivery or services are used in a contractual manner, and only for infringements of rights asserted by third parties within the European Union and the European Economic Area.

8. The Customer shall notify COMPAREX immediately if a third party asserts against the Customer that a delivery or service offered by COMPAREX infringes its rights. COMPAREX and, if applicable, its upstream suppliers shall be entitled, but not obligated, to defend themselves against the asserted claims at their own expense to the legally permitted extent. The Customer shall not recognize any third-party claims until COMPAREX has had the opportunity to defend itself against the third-party rights in another way.

9. If a delivery or service provided by COMPAREX infringes third-party rights, COMPAREX shall, at its discretion and own costs, i) procure the Customer the right to use the delivery or service, or ii) structure the delivery or service in a way that does not infringe any third-party rights, or iii) take back the delivery or service and reimburse the Customer for any fees paid in this regard (minus a reasonable compensation for use), if COMPAREX is unable to remedy the situation with reasonable effort. COMPAREX shall take the Customer's interests into account within reason.

10. In case of lease agreements, COMPAREX shall warrant that the leased items are free from defects. For all other matters the regulations in this VIII. shall apply accordingly.

## **IX. Provisions concerning Works (*Werkleistungen*)**

1. Sec. 632a BGB shall be explicitly waived with regarding to invoicing partial performances. Unless stipulated otherwise, partial performances shall be settled monthly, by the end of a month, according to the performance status.

2. If the parties have agreed on the rendering of works which may be subject to acceptance, an acceptance report shall be prepared for the acceptance of the works rendered by COMPAREX. The Customer shall confirm in the acceptance report that all works have been essentially rendered and transferred properly and in accordance with the order and that the contract therefore has been completed. The protocol shall entitle COMPAREX to financial reporting. If sub-services are agreed, this provision shall apply accordingly.

3. The warranty obligation shall commence on acceptance of the works. The acceptance shall be deemed to have been given at the latest if the Customer has not given written notice of material defects within fifteen (15) calendar days after the notice of readiness for acceptance by COMPAREX. The Customer shall not be entitled to start using items, where acceptance has been agreed, prior to the acceptance declaration. If he does so nonetheless, this shall be deemed acceptance by the Customer. For all other matters the regulations in section VIII. shall apply accordingly.

4. Either party may suggest changes to service description and performance. To do so, the following procedure has been agreed:

4.a) COMPAREX shall peruse a change proposal by the Customer and notify him whether or not a comprehensive review of such change proposal will be necessary.

4.b) If a comprehensive review of the change proposal is necessary, COMPAREX shall notify the Customer within a reasonable period of time about the expect period of time and compensation. The Customer shall request or refuse the review within a reasonable period of time.

4.c) If a comprehensive review of the change proposal is not necessary, or if the requested review has been completed, COMPAREX shall either

(1) submit a written offer to the Customer for performance of the changes (change offer). Such change offer shall in particular include the changes to the service description and their effects on the performance period, the scheduled date, testing means, and compensation; or

(2) notify the Customer that the change proposal cannot be carried out by COMPAREX within the scope of the stipulated services.

4.d) The Customer shall either refuse a change offer within the acceptance period specified therein (binding period) or shall accept it in writing or in another stipulated form. The Customer shall notify COMPAREX without delay in case of refusal.

4.e) COMPAREX and the Customer may agree that any services affected by a change proposal shall be suspended until completion of the review or – if a change offer is submitted – until the expiry of the binding period.

4.f) Until the change offer has been accepted, works shall be continued based on the previous contractual agreements. Performance periods shall be extended by the number of calendar days on which works have been suspended in connection with the change proposal or its review. COMPAREX may demand adequate compensation for the duration of such suspension, except to the extent that COMPAREX uses its staff affected by the suspension otherwise or fails to do so in bad faith.

4.g) Unless stipulated otherwise, upon request by COMPAREX, the change process shall be documented in writing or in text form on a form provided by COMPAREX. Any changes to the contractual agreement, including without limitation to the service description, shall be stipulated in writing.

4.h) Section 4.b) to 4.g) shall apply accordingly to any change proposals by COMPAREX.

## **X. Provisions concerning Services (*Dienstleistungen*)**

1. If any services are not performed at all or not pursuant to the agreement due to circumstances under the control of COMPAREX, COMPAREX shall perform such services within a reasonable period of time pursuant to the agreement if and to the extent that the Customer has notified such failure without delay in writing, and in any event within no more than two (2) weeks from performance of the service.

2. The limitation period for the Customer's claims shall commence upon complete performance of the service or early termination of the agreement.

3. COMPAREX shall notify the Customer accordingly if the originally estimated time and effort for a service is exceeded. In such case, COMPAREX shall not be required to agree in the performance of further services. The Customer shall in any case be require to compensate the service based on stipulated and expended time and effort, regardless of whether or not any result expected by him has been realized.

4. Section IX. 1. clause 2 and IX. 4. shall apply to services accordingly.

## **XI. Provisions for Continuing Obligations (*Dauerschuldverhältnisse*)**

1. If continuing obligations are stipulated, the parties shall determine the term in the individual agreement.

2. In case of software maintenance and support agreements regarding third-party standard software and software products, the term of such agreements shall depend on the respective manufacturer's terms.

3. The right of extraordinary termination for good cause shall remain unaffected. In particular, there is good cause if

- the customer seriously and definitively refuses the fulfillment of its contractual services;

- the owed compensation or a considerable portion thereof has not been made to COMPAREX within fourteen (14) days from receipt of a warning;

- the Customer (including his assistants and vicarious agents) has culpably breached material provisions of the individual agreement (included these GTC);

- there is a change in the Customer's identity, the company is sold, or the business circumstances become so different that justified doubts arise as to the reliability and capacity of the Customer; or

- if an application is made to open bankruptcy proceedings for the Customer's assets, such an application was rejected due to a lack of assets, enforcements against the Customer were unsuccessful, or enforcement measures were implemented and not annulled within a month (e.g. annulment of the arrest).

4. It shall be necessary for each termination to be in writing. In case of termination, text form shall not constitute written form. Transmission by fax shall be sufficient to comply with the written. Sec. 545 BGB shall be excluded.

5. A termination by the Customer due to the non-provision of the contractually agreed use shall only be permitted if COMPAREX has been given sufficient opportunity to rectify the defect and such attempt has failed. A failure of the rectification of defaults shall only be assumed if (i) it proves impossible, (ii) is refused or unreasonably delayed by COMPAREX or (iii) if it becomes unacceptable for the Customer for other reasons.

6. If ongoing obligations are stipulated, the Customer shall in each instance be notified in writing about changes to these GTC, indicating the amended provisions and the above shall be deemed agreed if the Customer continues the ongoing obligations without objection within a reasonable period of time.

## **XII. Liability**

1. Irrespective of the legal grounds, COMPAREX shall only be liable for full compensation for damages or reparations for futile expenditure with respect to damages arising from loss of life, physical injury, or detriment to health or due to willful or grossly negligent violation of obligations on the part of COMPAREX, its legal representatives, or vicarious agents or in case of absence of guaranteed properties or conditions or durability (e.g. Sec. 443, 639 BGB).

2. Warranted properties or "Guarantees" (*Garantien*) (in particular with regard to quality and/or durability) shall be understood as only those that are expressly stated to be warranted. The aforesaid warranty / Guarantee shall apply at the latest until the end of the warranty period.

3. Notwithstanding sec. XII.1, in case of breach of any material obligation (cardinal obligation - *Kardinalpflicht*), COMPAREX

shall be liable only for damages that are typical for such agreements and reasonably foreseeable at the time the agreement was concluded. Material obligations (cardinal obligations) are those that can only be fulfilled when the agreement is properly carried out, whose violation jeopardizes the possibility of achieving the purpose of the agreement, and where the contractual partner has an ongoing right to expect that they be adhered to.

4. In all other cases (except sec. XII. 1. and 3.), any further liability of COMPAREX for damages and reimbursement of expenses shall be excluded. In case of lease agreements, this shall also apply to claims under Sec. 536a para. 1 BGB.

5. The Customer shall be responsible for backing up the data regularly. Liability for the loss of data by COMPAREX shall therefore be limited to the work involved for reproducing it when the data is regularly backed up by the Customer in line with the risk involved.

6. Any liability pursuant to the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.

7. If the liability of COMPAREX to the Customer is limited or excluded, this shall accordingly apply to legal representatives, employees, freelancers and other performing and vicarious agents of COMPAREX.

## **XIII. Statute of Limitations**

1. The statute of limitations shall apply pursuant to legal provisions to claims concerning willful or grossly negligent conduct by COMPAREX, a legal representative, or vicarious agents of COMPAREX, as well as to claims for damages arising from loss of life, physical injury, or detriment to health.

2. For all other contractual and legal claims against COMPAREX, the statute of limitations shall be one year. The same shall apply to any other warranty rights of the Customer.

3. The processing of a quality defect notice by the Customer by COMPAREX shall only suspend limitation if the relevant statutory requirements have been met. It shall not cause limitation to start anew. A subsequent performance (replacement or repair) can only affect the limitation of the defect triggering such subsequent performance.

## **XIV. Data Protection**

COMPAREX shall satisfy the Customer's data protection and data security requirements. The parties shall comply with the respective applicable data protection provisions, including without limitation as applicable in Germany. In so far as COMPAREX processes personal data within the context of the performance of its services, COMPAREX shall act exclusively on behalf of the Customer. In this regard, the parties shall enter into a separate agreement regarding contract data processing.

## **XV. Miscellaneous**

1. A transfer of rights or an assignment of obligations arising from this agreement shall require prior approval by COMPAREX.
2. COMPAREX shall be entitled to transfer any individual agreements, which have been concluded based on these GTC, including all rights and obligations, to an affiliate as defined by Sec. 15 et seqq. of the German Stock Corporation Act (*Aktiengesetz* – “AktG”).
3. The Customer shall have the sole responsibility to comply with any import and export regulations, including in the USA, applicable to the services. In case of cross-border deliveries or services, the Customer shall bear any incurred taxes, interest, fee, or other charges. The Customer shall have the sole responsibility to process any statutory or regulatory procedures related to cross-border deliveries or services, unless explicitly stipulated otherwise.
4. Unless stipulated otherwise in these GTC, text form shall be permitted in addition to the written form.
5. The laws of the Federal Republic of Germany shall apply, excluding internal private law and conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
6. Exclusive venue for any disputes between the Parties in connection with these GTC, an individual agreement and/or an order/offer shall be Leipzig.
7. Should individual provisions of these GTC either be or become ineffective, or should there be a loophole in the Terms and Conditions, this shall not affect the validity of the remaining provisions.

(This translation of the GTC is provided for the Customer's convenience only. The German language version, not the translation, of these GTC will be legally binding on the Parties. The German language version of these GTC and not its translation(s) will govern in the event of a conflict between the German language version and a translation.)

\*\*\*