

General Terms and Conditions of Sale of HeiChee Sachsen GmbH & Co. KG, HeiChee Bayern GmbH, HeiChee Oberflächentechnik GmbH (hereinafter referred to as „HeiChee Group“)

§ 1 General

(1) These General Terms and Conditions of Sale (hereinafter also referred to as the "Terms and Conditions") apply to contracts concluded by a company of the HeiChee Group (hereinafter referred to individually as "HeiChee") with companies, legal entities under public law, or special funds under public law pursuant to Section 310 (1) of the German Civil Code (hereinafter referred to as the "Customer"). Deliveries by HeiChee and the related services are provided exclusively based on these Terms and Conditions. All deviations from these Terms and Conditions require the express approval of HeiChee. Any references by the Customer to its general terms and conditions are hereby expressly rejected. The uncontestable acceptance of deliveries and services and their payment, as well as silence on the part of HeiChee, does not in any way constitute acceptance of the Customer's terms and conditions. The following Terms and Conditions also apply to future transactions. An exception applies with regard to simple or extended retention of title agreed in the Customer's terms and conditions. Deliveries with retention of title with the forms of extension specified above are accepted by HeiChee. The Customer and HeiChee are hereinafter also referred to jointly as the "Parties".

(2) Additions and amendments to the agreements made, including these Terms and Conditions, must be confirmed in writing. Transmission by telecommunication, in particular by fax or e-mail, is sufficient for this purpose, provided that a copy of the signed declaration is transmitted. Verbal agreements are valid if they are confirmed in writing by HeiChee.

(3) Individual agreements (e.g., framework supply contracts, quality assurance agreements) and information contained in HeiChee's offers or order confirmations shall take precedence over these Terms and Conditions. References to the validity 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 Terms and Conditions.

§ 2 Offer and Conclusion of Contract

(1) Offers made by HeiChee are subject to change and non-binding unless they are expressly marked as binding or contain a specific acceptance period. HeiChee may accept or reject an order within 10 working days of receipt.

(2) The legal relationship between HeiChee and Customer shall be governed solely by the contract concluded between the Parties, which shall incorporate these Terms and Conditions and shall come into effect upon Customer's order (offer) and HeiChee's written order confirmation (acceptance) or, in the case of offers marked as binding, upon the offer and Customer's order. This contractually reflects all agreements between the Parties regarding the subject matter of the contract. Verbal commitments made by HeiChee prior to the conclusion of this contract are not legally binding, and verbal agreements between the Parties are replaced by the written contract, unless it is expressly stated in each case that they remain binding. With the exception of managing directors or authorized signatories, HeiChee employees are not authorized to make any verbal agreements that deviate from this.

(3) Information provided by HeiChee regarding the subject matter of the delivery or service (e.g., weights, dimensions, utility values, load capacity, tolerances, and technical data) as well as representations thereof (e.g., drawings and illustrations) are only approximate, but have been determined to the best knowledge and are not binding for HeiChee, unless there is a contractual agreement to the effect. They are not guaranteed characteristics, but descriptions or identifications 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 with equivalent parts, are permissible, provided they do not impair the suitability for the use specified in the contract.

(4) HeiChee reserves the right of ownership and/or copyright in 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. Customer may not make these items available to third parties, disclose them, use them himself or through third parties, or reproduce them without the express written consent of HeiChee. At HeiChee's request, Customer must return these items in full to HeiChee and destroy any copies made if they are no longer required by Customer in the ordinary course of business or if negotiations do not result in the conclusion of a contract.

§ 3 Prices and Payment

(1) The prices apply to the scope of services and delivery specified in the order confirmations. Additional or special services will be charged separately. Prices are quoted in net prices, excluding taxes, including loading at the factory, but excluding unloading, unless otherwise agreed in writing between the Parties. Value added tax at the applicable statutory rate shall be added to the prices, as shall customs duties, fees, and other public charges in the case of export deliveries. For deliveries and services within the EU, Customer has to inform HeiChee of its respective sales tax identification number under which it pays purchase tax within the EU before the transaction is executed, and has to inform HeiChee whether a so-called chain transaction within the meaning of sales tax law is involved.

(2) In the absence of a special agreement, payment shall be made without any deductions and free of charges to a bank account of HeiChee. Bills of exchange and checks are only accepted on account of performance.

(3) In the case of immediate delivery of the goods, the price list valid on the day of delivery shall apply; otherwise, the price stated in the order confirmation shall apply or, if the order confirmation does not contain any price information, the price in the price list valid on the day of the order confirmation shall apply. HeiChee reserves the right to change the prices stated in the order confirmation at any time.

(4) HeiChee may invoice the Customer separately at market conditions for additional services provided by HeiChee during the performance of the service, at the Customer's request and which are not included in HeiChee's offer or in an order from the Customer accepted by HeiChee. This includes, in particular, additional services provided by HeiChee resulting from change requests made by the Customer and fulfilled by HeiChee, without the Customer having to be notified separately.

(5) Invoices are due and payable on the date specified in the invoice or agreed between the Parties. Unless otherwise specified or agreed, payment shall be made within 10 days of the invoice date without deduction. The date on which the invoice amount is credited to HeiChee's bank account shall be decisive for the timeliness of payment.

(6) HeiChee is entitled at any time, even within the framework of an ongoing business relationship, to perform a service in whole or in part upon advance payment. HeiChee shall declare a corresponding reservation at the latest with its order confirmation.

(7) HeiChee is also entitled to refuse outstanding deliveries or provide outstanding services only against advance payment or security if, after completion of the contract, it becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the Customer and which jeopardize the payment of HeiChee's outstanding claims by the Customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) (e.g., by failing for insolvency proceedings, rejection of an important loan, suspension of uncovered checks, etc.). Furthermore, in such a case, HeiChee is entitled to demand immediate payment of all claims against the Customer.

(8) Without prejudice to further claims, HeiChee is entitled to suspend further deliveries to the Customer in the event of payment arrears until all outstanding payments arising from the business relationship have been settled, and to charge default interest at the statutory rate and reminder fees in the event of late payment. For payments after the due date, default interest is 8% p.a. above the base interest rate shall be charged. The right to refuse checks or bills of exchange is expressly reserved. Discount and bill charges shall be borne by the Customer and are due immediately. HeiChee shall not be liable for timely presentation. In case of payment by check, the date of receipt shall be the date on which the check amount is irrevocably credited to HeiChee's account. HeiChee is generally entitled to set off payments against older debts of Customer first and will inform Customer of the type of offsetting that has taken place. This also applies in the event of contrary provisions of Customer. If costs and interest have already been incurred, HeiChee is entitled to offset the payment first against the costs, then against the interest and finally against the main service.

(9) Customer shall only be entitled to withhold payments or offset them against counterclaims to the extent that its counterclaims are undisputed or have been legally established.

(10) If in the period between conclusion of the contract and delivery, unforeseen price increases or reductions beyond HeiChee's control occur due to changes in the prices of raw materials, auxiliary materials, or operating supplies used, as well as due to changes in energy prices, by more than 10%, HeiChee or the Customer shall be entitled to demand that the other party to the contract adjust the agreed purchase price by renegotiating it. The validity of the rest of the contract shall remain unaffected by these renegotiations. If the renegotiations do not lead to an agreement, both HeiChee and the Customer shall be entitled to withdraw from the contract.

§ 4 Delivery Time, Delivery Delays

(1) The delivery time is based on the agreement between the Parties. HeiChee's compliance with the delivery time requires that all commercial and technical questions between the Parties have been clarified and that the Customer has fulfilled all obligations incumbent upon it. If this is not the case, the delivery time shall be extended appropriately, unless HeiChee is responsible for the delay. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier, or other third party commissioned with the transport. Unless a fixed-date transaction has been expressly agreed between the Parties, compliance with delivery periods shall not be deemed an essential part of HeiChee's performance obligations, so that even delayed performance shall constitute fulfillment of HeiChee's performance obligation. If, through the fault of the Customer, shipment or acceptance does not take place on time, HeiChee shall be entitled, at its discretion, after setting a grace period of twelve (12) working days, either to issue a backorder or to withdraw from the contract. HeiChee shall not be liable for impossibility of delivery or for delivery insofar as these are due to force majeure or other events that were not foreseeable at the time of conclusion of the contract (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy, or raw materials, difficulties in obtaining necessary official approvals, official measures, or the failure of suppliers to deliver, or to deliver correctly or on time) for which HeiChee is not responsible. If such events make delivery or performance significantly more difficult or impossible for HeiChee and the hindrance is not only of a temporary nature, HeiChee shall be entitled to withdraw from the contract. In the event of hindrance of a temporary nature, the delivery or performance deadlines shall be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period. If, as a result of the delay, the Customer cannot reasonably be expected to accept the delivery or service, it may withdraw from the contract by immediately notifying HeiChee in writing.

(2) Customer may withdraw from the contract without setting a deadline if HeiChee is definitively unable to perform the entire service before the transfer of title. Customer may also withdraw from the contract in the case of an order, the execution of part of the delivery becomes impossible and Customer has a legitimate interest in rejecting the partial delivery. If this is not the case, Customer shall pay the contract price attributable to the partial delivery. The same shall apply in the event of HeiChee's inability to perform.

(3) If HeiChee is in default with a delivery or service or if a delivery or service becomes impossible for any reason whatsoever, HeiChee's liability for damages shall be limited in accordance with § 10 of these Terms and Conditions. Lump-sum damages and/or contractual penalties shall in any case require the express written agreement of the Parties. Even in the case of expressly agreed lump-sum damages, HeiChee shall in any case reserve the right to prove that the Customer has incurred no damage at all or only damage less than the lump sum.

§ 5 Place of Performance, Shipping, Packaging, Delivery, and Acceptance

(1) Place of performance for all services arising from the contract concluded between the Parties is the location of HeiChee's commercial establishment. If HeiChee is also responsible for installation, the place of performance is the

location where the installation is to take place. Unless otherwise agreed between the Parties, Customer shall deliver the goods to HeiChee free of charge for processing.

(2) Unless otherwise agreed, the goods shall be delivered ex works in Germany in accordance with Incoterms 2010. The shipping costs shall be borne by the Customer. Customer may designate the carrier. The goods shall be shipped unsecured. A delivery notification may be agreed. The shipment will only be issued by HeiChee against their, breakage, transport, fire, and water damage or other insurances that is expressly requested of the Customer and at their expense.

(3) Packaging costs for special packaging, such as sleeves, etc., shall be borne by the Customer, unless the Parties agree otherwise.

(4) Sorted and, in the case of combinations, sales-ready partial deliveries are permissible, provided they are reasonable for the Customer or have been announced in advance. Unsorted partial deliveries are only permissible with the Customer's consent.

(5) Risk of accidental loss and accidental deterioration shall pass to Customer when the delivery item has left the factory, even if partial deliveries are made or HeiChee has assumed other services, such as shipping costs or delivery and installation. This shall apply regardless of which clause has been agreed in individual cases in accordance with Incoterms 2010. If acceptance is required, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, or alternatively after notification by HeiChee that the goods are ready for acceptance. Customer may not refuse acceptance in the event of a minor defect. The costs incurred as a result of an unjustified refusal of acceptance shall be borne by Customer.

(6) If shipment or acceptance is delayed or does not take place due to circumstances for which HeiChee is not responsible, the risk of accidental loss and accidental deterioration shall pass to the Customer on the day of notification of readiness for shipment or acceptance.

(7) Storage costs after transfer of risk shall be borne by the Customer. If storage is provided by HeiChee, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per calendar week elapsed, but not more than 2% of the value of the goods covered by the duration of acceptance. The right to assert and prove further or lower storage costs remains reserved.

(8) Insofar as acceptance is to take place, the purchased item shall be deemed to have been accepted if

- a. the delivery and, if HeiChee is also responsible for installation, the installation has been completed,
- b. HeiChee has notified the Customer of this with reference to the deemed acceptance pursuant to this § 5 and has requested the Customer to accept the goods,
- c. twelve (12) working days have elapsed since delivery or installation, or Customer has started using the purchased item (e.g., has put the delivered system into operation) and, in this case, six (6) working days have elapsed since delivery or installation, and
- d. Customer has failed to accept delivery within this period for a reason other than a defect notified to HeiChee that renders the use of the purchased item impossible or significantly impairs it.

§ 6 Retention of Title

(1) The processed goods remain the property of HeiChee ("Reserved Goods") until all claims arising from goods delivered to the Customer, including any shipping claims, claims for ancillary claims, claims for interest, damages, and cashing of checks or bills of exchange, have been paid in full. The retention of title shall also remain in force if individual claims by HeiChee are included in a current account and the balance is struck and acknowledged.

(2) If the Reserved Goods are combined, mixed, or processed by the Customer to form a new movable item, this shall be done on behalf of HeiChee without any obligation on its part. Customer does not acquire ownership of the new item in accordance with §§ 947 ff. BGB (German Civil Code) through the combination, mixing, or processing. In the event of combination, mixing or processing with items not belonging to HeiChee, HeiChee shall acquire co-ownership of the new item in proportion to the invoice value plus VAT of its Reserved Goods to the total value. The same shall apply to the item created by processes as to the Reserved Goods.

(3) If a central clearing agency is involved in the business transaction between the Parties and assumes the del credere, HeiChee shall transfer ownership upon dispatch of the goods to the central clearing agency subject to the condition precedent of payment of the purchase price by the central clearing agency. The Customer shall only be released from its obligations upon payment by the central clearing agency.

(4) Customer shall only be entitled to resell or further process the Reserved Goods subject to the following conditions:

- Customer may only sell or process the Reserved Goods in the ordinary course of business and provided that its financial circumstances do not deteriorate significantly.
- Customer hereby assigns to HeiChee a claim with all ancillary rights arising from the resale of the Reserved Goods, including any liability claims.
- If Customer has sold the claim within the scope of general factoring, Customer assigns the claim against the factor replacing it to HeiChee and forwards its sales proceeds to HeiChee in proportion to the value of HeiChee's rights in the goods. Customer is obliged to disclose the assignment to the factor if it is more than ten (10) banking days overdue with the payment of an invoice or if its financial circumstances deteriorate significantly. HeiChee accepts this assignment.
- Customer is authorized to collect the assigned claims as long as they meet their payment obligations. The collection authorization shall expire in the event of default of payment by the Customer or in the event of a change in the Customer's financial circumstances. In this case, HeiChee is hereby authorized by the Customer to inform the Customer's customers of the assignment and to collect the claims itself.
- In order to assert the assigned claims, Customer must provide the necessary information and allow this information to be verified. In particular, Customer must, upon request, provide HeiChee with a detailed list of the claims to which it is entitled, including the names and addresses of the customers, the amount of the individual claims, the invoice date, etc.
- If the value of the security existing for HeiChee exceeds its total claims by more than 10%, HeiChee shall be obliged, at the Customer's request, to release securities or to choose to this extent.
- The Reserved Goods may not be pledged to third parties or transferred as security before the secured claims have been paid in full. If third parties access the Reserved Goods, in particular through seizure, the Customer shall immediately notify them of HeiChee's ownership and inform HeiChee thereof in order to enable HeiChee to enforce its property rights. If the third party is unable to reimburse HeiChee for the judicial or extrajudicial costs incurred in this connection, the Customer shall be liable to HeiChee for these costs.
- If HeiChee is not notified of the retention of title in exercise of its retention of title, this shall only constitute a withdrawal from the contract if HeiChee expressly declares this. HeiChee may satisfy its claims from the returned Reserved Goods by selling them on the open market.
- Customer shall store the Reserved Goods for HeiChee free of charge. They shall insure against the usual risks, such as fire, theft, and water, to the usual extent. Customer hereby assigns to HeiChee its claims for compensation against insurance companies or other parties liable for compensation for damages of the above-mentioned type in the amount of the invoice value of the goods. HeiChee accepts the assignment.

§ 7 Scope of Services

(1) HeiChee's obligation to perform is limited to the surface treatment agreed between the Parties, which is carried out by HeiChee using standard procedures. HeiChee shall only assume further obligations, such as the development of special processes, the achievement of certain properties, the guarantee of suitability for a specific use, or the guarantee of a specific chemical or mechanical stress that goes beyond the standard process, on the basis of separate agreements between the Parties.

(2) In the event of a change in the standard procedure, the time of the offer shall apply. If changes have occurred in the period between the preparation of the offer and the provision of the service, the Customer must indicate these changes. HeiChee shall only assume obligations to provide information and advice (whether as a primary obligation or as a secondary contractual obligation) upon special express agreement and remuneration.

(3) Galvanic surface treatment does not remove or level out pores, scratches, cracks, grooves, impact marks, dents, structural defects, and heavy contamination on the metal surface. Customer is responsible for ensuring that the conditions for proper electrolysis are met. HeiChee is only responsible for inspecting the material delivered to it if such inspection is expressly agreed between the Parties.

(4) HeiChee guarantees proper surface treatment in terms of materials and workmanship in accordance with the recognized rules of technology and the applicable or generally recognized DIN regulations. In the case of electrolyzing and chemical processes, as well as due to differences in the quality of the raw material, deviations from a sample on which the order is based are sometimes unavoidable. Processing is carried out without tempering.

(5) Hollow parts shall only be electrolyzed on the outer surfaces, unless cavity treatment has been agreed in writing in special cases. Immediate attention on untreated surfaces shall constitute grounds for liability for damage. Surface-treated material is at risk from condensation and friction corrosion. It must be properly packaged, stored, and transported.

(6) The specified measuring points are decisive for the coating thickness. For orders with a value of €10,000.00 or more, Customer will receive a coating thickness measurement report or an SNN test free of charge; for orders with a value less than €10,000.00, HeiChee will charge €500.00 for this service. Quotations with an order value of €10,000.00 or more will receive an initial sample test report upon request. Parts acceptance in the PPAP process and other requirements according to automotive standards will be charged separately according to expenditure.

(7) In case of a specified Customer specification, HeiChee shall follow the described procedure with the proven HeiChee testing standard. Tests that go beyond this standard require a separate agreement between the Parties and shall also be remunerated separately.

(8) The following applies to offers in the annealing sector: Always containing copper, lead, and silicon affect our annealing process. HeiChee shall only accept orders in accordance with the applicable standard procedure, unless HeiChee receives precise information about the composition of the alloy (e.g., time before processing). In the case of cast aluminum, a layer thickness of >8 Ni may cause burns (damage) to the part.

(9) Packaging must allow air to circulate. If Customer insists on packaging without air circulation, HeiChee shall not be liable for corrosion. Customer shall be free to prove that the corrosion would have occurred even without packaging without air circulation.

§ 8 Warranty

(1) In case of defects, HeiChee shall only be liable in accordance with the following provisions in this § 8 and only to the Customer as the first purchaser. The assignment of warranty claims to third parties is excluded. HeiChee guarantees professional surface treatment in terms of materials and workmanship, whereby the special features of surface treatment within the meaning of § 7 of these Terms and Conditions must be observed.

(2) The warranty period is one year from delivery or, if acceptance is required, from acceptance. Any warranty rights of the Customer are subject to the Customer's proper fulfillment of all inspection and notification obligations owed under § 377 HGB (German Commercial Code). The obligation to inspect also applies if the Customer has not accepted the goods. The obligation to inspect by the Customer, any liability for defects that are recognizable upon delivery of the goods processed by HeiChee to the Customer or a third party engaged by the Customer within the scope of reasonable incoming goods inspection and examination shall lapse. This shall not apply if HeiChee is guilty of intent or gross negligence.

(3) Minor deviations from the agreed quality or only insignificant impairments to usability do not constitute a defect. In case of galvanic and chemical processes, as well as due to differences in the quality of the raw material, deviations from a sample underlying the order are sometimes unavoidable. HeiChee shall only be liable for visual defects in the surface if the visual properties of a surface have been expressly agreed in writing between the Parties as part of the performance obligations.

(4) Parts handed over to HeiChee for processing must be delivered with a delivery note or with precise written details of the number of items and total weight. The raw weight details, even if they are important to the Customer, are not binding for HeiChee. HeiChee will only provide replacement for a shortage of delivered parts discovered after processing if the shortage is 3% or more. HeiChee shall not be liable for rejects and shortages of up to 3% of the total quantity delivered, unless otherwise agreed in writing between the Parties. If workpieces become unusable beyond the agreed reject rate of 3% due to circumstances for which HeiChee is

responsible, HeiChee shall undertake the processing of similar replacement parts, excluding further claims. The basis for calculating the reject rate is the total deliveries made by HeiChee to the Customer within a calendar year.

(5) If parts sent in become unusable during processing due to material defects or other defects, HeiChee shall be reimbursed for the processing costs incurred.

(6) If special quality requirements are specified (e.g. in terms of heat resistance and bending processes, etc.), these must be stated in writing in the order. If this information is not provided, any warranty for these quality requirements shall lapse. In particular, the dimensional accuracy of threads or similar complex designs shall only be guaranteed if exact specifications are provided.

(7) Customer has to ensure that the parts provided and to be processed are free of any foreign substances and bodies, such as castings, slugs, milling sand, scale of carbon, burnt-in grease, welding slag, graphite, dust, paint coatings, and residual magnetism (max. 2 mT). They must not have any pores, cavities, cracks, duplications, etc. Threads and surface roughness must be sufficiently below the required final dimensions in accordance with the Customer's technical specifications. In addition, the parts must be free of silicon-containing oils and similar adhesion-reducing substances. If the parts provided do not meet these requirements, HeiChee is entitled to refuse processing or to withdraw from the contract. If Customer nevertheless insists on processing, or if the material delivered to HeiChee for surface treatment is not suitable for such surface treatment for reasons not apparent to HeiChee, HeiChee does not guarantee a specific dimensional accuracy, adhesion strength, color adhesion, and corrosion-preventing properties of the applied coating, insofar as a defect is attributable to the unsuitability of the material and is not due to gross negligence or intent on the part of HeiChee. Furthermore, no guarantee is given for the adhesive strength of the parts have been deformed after surface treatment, even if test-galvanized parts could be deformed without spalling of the galvanized layer and the Customer has requested the treatment in writing despite being advised of the risk of spalling. In case of foreseeable exceptional stresses on the coating due to seawater, chemicals, vibrations, high temperatures, etc., Customer shall be responsible for checking whether the coating can withstand the intended stresses. HeiChee shall not be liable for defects in the coating provided by Customer that result from the behavior of the material.

(8) In case of justified complaints, HeiChee shall have the right, at its discretion, to repair the goods or deliver replacement goods free of defects. In this case, HeiChee shall bear the freight costs. Customer shall, after consultation with HeiChee, allow HeiChee the necessary time and opportunity to carry out all repairs and replacement deliveries that HeiChee deems necessary; otherwise HeiChee shall be released from liability for the resulting consequences. If reworking of the processed parts is not possible for technical reasons, HeiChee shall only be obliged to make a subsequent delivery (reprocessing) if Customer provides HeiChee with the relevant parts for coating. HeiChee shall not be liable for the costs of these parts in view of the comparatively low added value of the processing by HeiChee.

(9) Only in urgent cases where operational safety is at risk or to prevent disproportionately large damage, in which case HeiChee must be notified immediately, shall the Customer be entitled to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from HeiChee. At HeiChee's request, HeiChee shall be permitted to return the defective goods to HeiChee. In the event of a justified complaint, HeiChee shall reimburse the costs of the cheapest shipping method to the extent that the costs increase because the delivery item is located at a place other than the place of intended use.

(10) Customer has the right to withdraw from the contract within the framework of the statutory provisions if HeiChee – taking into account the statutory exceptions – allows a reasonable period set for rectification or replacement delivery due to a material defect to elapse without result. If the defect is only minor, Customer is only entitled to a reduction in the contract price. Otherwise, the right to reduce the contract price is excluded.

(11) Claims for damages due to defects in the subject matter of the contract can only be asserted under the restrictions set out in § 10.

(12) No warranty is given for the subject matter of the contract in the following cases in particular:

- Unsuitable or improper use, faulty assembly by the Customer or other third parties, natural wear and tear, faulty or negligent handling, chemical, electrochemical, or electrical influences, unless HeiChee is responsible for them.
- If Customer or a third party makes improper repairs, HeiChee shall not be liable for the resulting consequences.

§ 9 Third-Party Property Rights

(1) If the use of the delivery item leads to the infringement of industrial property rights or copyrights in the national territory, HeiChee shall, at its own expense, procure the right for the Customer to continue using the delivery item or modify the delivery item in a manner necessary for the Customer so that the infringement of property rights no longer exists.

(2) If this is not possible under economically reasonable conditions or within a reasonable period of time, both the Customer and HeiChee shall be entitled to withdraw from the contract. In addition, HeiChee shall indemnify the Customer against any undisputed or legally established claims of the relevant property rights holder.

(3) The obligations of HeiChee specified in § 9.1 are final in the event of an infringement of property rights or copyright, subject to § 9.2.

(4) The obligations specified in § 9.1 and § 9.2 shall only apply if

- a. the Customer informs HeiChee immediately of any asserted infringements of property rights or copyright,
- b. the Customer supports HeiChee to a reasonable extent in defending against the asserted claims or enables HeiChee to carry out the modification measures in accordance with § 9.1,
- c. HeiChee reserves the right to take all defensive measures, including out-of-court settlements,
- d. the legal defects are based on an instruction from the Customer, and
- e. the infringement of rights was not caused by the Customer arbitrarily modifying the delivery item or using it in a manner not in accordance with the contract.

§ 10 Liability for Damages Due to Fault

(1) HeiChee's liability for damages, regardless of the legal basis, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations, and tort, is limited in accordance with this § 10, insofar as fault is relevant in each case.

(2) HeiChee shall not be liable in the event of simple negligence on the part of HeiChee or its organs, legal representatives, employees, or other vicarious agents, unless this involves a breach of essential contractual obligations. Essential obligations include, in addition to the obligation to deliver and installation, as well as advisory services, the obligation to inform, which includes, in particular, the obligation to inform the Customer in accordance with the contract or to protect the life and limb of the Customer's personnel or third parties or the Customer's property from significant damage.

(3) Insofar as HeiChee's liability for damages on the merits pursuant to § 10.2, this liability shall be limited to damages which HeiChee foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which it should have foreseen in application of customary diligence, taking into account the circumstances of which it was aware or should have been aware. Liability for indirect damages (e.g., loss of profit or loss of use, etc.) is excluded to the extent permitted by law.

(4) The above exclusions and limitations of liability apply to the same extent in favor of HeiChee's organs, legal representatives, employees, and other vicarious agents.

(5) Insofar as HeiChee provides technical information or advice and this information or advice is not part of the scope of services owed under the contract, this shall be provided free of charge and to the exclusion of any liability.

(6) The limitations of this § 10 shall not apply to HeiChee's liability for intentional or grossly negligent conduct, for guaranteed characteristics, for injury to life, limb, or health, or under the Product Liability Act.

§ 11 Subcontracting

Unless otherwise agreed in individual cases, HeiChee is not obliged to perform the services personally. HeiChee may subcontract or assign all or part of its performance obligations.

§ 12 Confidentiality and Data Protection

(1) The Parties are obliged to keep all illustrations, drawings, calculations, samples, and know-how, as well as other confidential documents and information received from the other Party—whether transmitted in writing, verbally, or electronically—confidential for the duration of the order and to return or delete them unsorted after completion of the order. They may not be disclosed to unauthorized third parties or made accessible in any other way. Information that was demonstrably lawfully received by the receiving party prior to the communication or was publicly known or accessible is exempt from the confidentiality obligation.

(2) The Parties undertake to comply with the provisions of the EU General Data Protection Regulation and the Federal Data Protection Act when processing personal data. Reference is made to HeiChee's privacy policy, which is available on the website www.heichee.de/privacy.

§ 13 Compliance with Export Regulations

(1) Customer shall comply with all applicable national, European, and US export control regulations, including all European or US sanctions lists and other personal entities (collectively, "Export Control Regulations"), unless prohibited by § 7 AWAV. Customer undertakes to notify HeiChee unsorted, stating the specific AUL or ECCN number, in the event that goods to be delivered or their components are listed in the export list, Annexes I and IV (Dual-Use-Regulation) or the Commerce Control List (CCL). Customer is obliged to immediately notify HeiChee in writing of any circumstances or suspicions that become known to Customer before or after conclusion of the contract and that give rise to the assumption of a possible or actual violation of export control regulations. If such circumstances or suspicions exist, HeiChee shall not be in default of acceptance for a reasonable period of time, without prejudice to further claims by HeiChee, in order to give HeiChee the opportunity to review the situation.

(2) If due to their technical specifications, the goods from HeiChee can be used for both civilian and military purposes ("Dual-Use Goods"), the Customer undertakes to inform HeiChee of the Dual-Use Goods processed with the use of HeiChee's technology, terrorist purposes. Furthermore, Customer assumes responsibility for carrying out the necessary export control prior to export to a third country.

(3) HeiChee's performance of the contract is subject to the proviso that there are no obstacles to performance due to national or international foreign trade regulations, embargoes, and/or to other sanctions.

(4) Prohibition of re-export to Russia and Belarus - The Customer is not permitted to re-export to Russia and Belarus or to re-export for use in Russia and Belarus any particularly sensitive goods and technologies as defined and required by the currently applicable EU sanctions. In the event of a breach of this clause, HeiChee shall be entitled to terminate the contract with immediate effect and to claim damages.

§ 14 Compliance with Laws

(1) The Parties shall ensure, in general and during the term of the contract, compliance with all applicable laws, regulations, and rules, including all relevant anti-corruption laws and regulations, in particular the UK Bribery Act and the US Foreign Corrupt Practices Act. Customer shall not commit any prohibited acts in connection with or in connection with the performance of the contract, either directly or indirectly. Prohibited acts include, in particular, bribery, kickbacks, offering or granting or requesting or accepting an improper advantage, or benefit in order to influence a decision in an improper manner. Reference is made to HeiChee's Code of Conduct, which can be viewed on the website www.heichee.com/coc.

(2) If Customer breaches the obligation in clause 14.1, HeiChee shall be entitled to terminate the contract in writing without notice and without further obligations or liability to Customer. Customer shall fully indemnify and hold HeiChee harmless from all damages, losses, withholding of payments, claims and third-party claims arising from or in connection with the termination.

§ 15 Final Provisions

(1) All legal relationships between the Parties shall be governed exclusively by the laws of the Federal Republic of Germany applicable to legal relationships between domestic parties.

(2) The place of jurisdiction shall be the court having jurisdiction under HeiChee's registered office. However, HeiChee shall be entitled to bring legal action at the Customer's headquarters.

(3) Insofar as the contract or these Terms and Conditions contain loopholes, the statutory provisions shall apply to fill these loopholes.