

**General Terms and Conditions for Delivery  
of GEUTEBRÜCK System Components with GEUTEBRÜCK  
Software**

Geutebrück GmbH, Im Nassen 7-9, 53578 Windhagen, Germany ("GEUTEBRÜCK") develops and sells video security systems that can be assembled by the customer from various hardware and software components. The following General Terms and Conditions for GEUTEBRÜCK System Components with GEUTEBRÜCK Software ("**GTCs - System**") govern the sale, transfer and granting of rights to a hardware/software system in the relationship between GEUTEBRÜCK and the respective customer. These GTCs - System do not apply to the support services offered by GEUTEBRÜCK or to the isolated acquisition of rights to GEUTEBRÜCK software applications. In this respect, the General Support Terms and Conditions and the General Terms and Conditions for the Acquisition of Rights to GEUTEBRÜCK Software shall apply. (These GTCs - System shall only apply if the customer is a trader (Section 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law).

**1. Subject Matter of the Contract**

(1) GEUTEBRÜCK shall deliver to the customer the hardware specified in the order confirmation in the composition and quantity specified therein (hereinafter "HARDWARE") at the delivery times and costs specified therein. In addition, GEUTEBRÜCK shall deliver to the customer the GEUTEBRÜCK standard application or system software, i.e., software that has not been individually created for the customer (hereinafter "SOFTWARE"), together with the associated application description, and shall grant the customer the right of use in accordance with Section 3 of these GTCs - System and to the extent specified in the order confirmation. In this context, the General Terms and Conditions for the Acquisition of Rights to GEUTEBRÜCK Software shall also apply. HARDWARE, SOFTWARE and/or application descriptions together constitute the "PURCHASED PRODUCT" within the meaning of these GTCs - System.

(2) The contract between GEUTEBRÜCK and the customer is not concluded until the customer has received a written order confirmation from GEUTEBRÜCK, however, no later than upon delivery of the PURCHASED PRODUCT. Until then, the offers are non-binding. If the customer is a consumer within the meaning of Section 13 BGB, the contract between GEUTEBRÜCK and the customer shall only come into existence when the customer has received a written order confirmation from GEUTEBRÜCK, which can be expected within a period of four (4) weeks, but no later than upon delivery of the PURCHASED PRODUCT.

(3) The SOFTWARE is delivered pre-installed on the HARDWARE or provided separately as a download. The SOFTWARE is provided in an object code version; the source code is not provided.

(4) On the basis of these GTCs - System, GEUTEBRÜCK does not owe the customer the setup of the PURCHASED PRODUCT or the production of the technical operational readiness on the customer's IT system, the provision of adjustment services in connection with the SOFTWARE (e.g., installation, implementation, configuration, customizing) or training. In addition, other services provided by GEUTEBRÜCK, such as customizing the SOFTWARE, individual programming, consulting, training, hardware and software maintenance are not subject to these GTCs - System. If the customer wishes to arrange or have such additional services provided by GEUTEBRÜCK, separate legal agreements must be made.

(5) The agreed quality of the provided HARDWARE and SOFTWARE is conclusively determined  
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by the product descriptions provided, the functionalities mentioned in the application descriptions and the information in the order confirmation.

(6) The technical data, specifications, explanations of functions and possible uses, as well as other information in the product descriptions and application descriptions provided, are intended solely as descriptions of quality within the meaning of Section 434 para. 2 sent. 1 no. 1 BGB and not as independent guarantees or assurances of quality or durability.

(7) Statements regarding the subject matter of performance shall only be deemed to be independent warranties, guarantees of quality or guarantees of durability in the legal sense if they are made in writing by authorized representatives of GEUTEBRÜCK and are expressly and literally designated as "independent warranty" or "guarantee of durability" or "guarantee of quality".

## **2. Delivery; Force Majeure; Transfer of Risk**

(1) Delivery shall be ex works Windhagen (EXW Windhagen - Incoterms 2010). GEUTEBRÜCK reserves the right to choose the means of shipment unless a specific means of shipment has been agreed upon.

(2) Agreed delivery periods and costs shall apply. All periods and dates for deliveries and services indicated by GEUTEBRÜCK are always approximate unless a fixed period or date has been expressly promised or agreed. If shipment was agreed, delivery periods and dates refer to the time of handover to the carrier, freight forwarder or other third party contracted for transport, unless expressly stated otherwise by us.

(3) As long as GEUTEBRÜCK is not responsible for a delay in delivery, e.g., due to an unforeseeable, extraordinary event, which GEUTEBRÜCK could not have prevented even with reasonable due diligence (especially in the case of natural disasters, energy supply disruptions, operational disruptions, official intervention, strikes, pandemics or epidemics, war or other cases of force majeure, etc.), and this hinders the provision of services, the agreed delivery periods shall be extended by the duration of the hindrance, plus a reasonable lead time after the reason for the hindrance has ceased to exist. If the customer cannot reasonably be expected to accept the delivery or service due to the delay, the customer may withdraw from the contract by immediately notifying GEUTEBRÜCK in writing. In the event that GEUTEBRÜCK is unable to provide the service due to force majeure, GEUTEBRÜCK shall be released from its contractual obligations.

(4) Unless otherwise agreed in the order confirmation, the PURCHASED PRODUCT shall be shipped at the customer's expense. The risk of accidental loss or accidental deterioration of the PURCHASED PRODUCT shall pass to the customer when the goods are handed over to the carrier, freight forwarder or any other third party designated for handling the shipment. If shipment or handover is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day on which the PURCHASED PRODUCT is ready for shipment and GEUTEBRÜCK has notified the customer thereof. In the case of a purchase of consumer goods, the risk of accidental loss or accidental deterioration of the PURCHASED PRODUCT shall only pass to the customer upon handover to the transporting party if the customer has contracted with the carrier, freight forwarder or another person or institution designated for handling the shipment and did not previously name this person or institution to GEUTEBRÜCK. At the written request of the customer, transport insurance shall be taken out at the customer's expense.

(5) GEUTEBRÜCK is only entitled to make partial deliveries if the partial delivery can be used by the customer for the contractual purpose, the delivery of the remaining ordered products is

ensured and this does not result in any significant additional effort or costs for the customer, unless GEUTEBRÜCK agrees to bear these costs.

### 3. Granting of Rights

(1) GEUTEBRÜCK grants the customer a non-exclusive, transferable, perpetual right geographically limited to the countries/regions specified in the order confirmation to use the SOFTWARE for the operation of the PURCHASED PRODUCT within the scope of the customer's IT system. The customer is not entitled to grant sublicenses.

(2) The SOFTWARE may only be used in connection with the HARDWARE specified in the order confirmation or a replacement delivery provided by GEUTEBRÜCK. In any case, the customer is prohibited from separating the HARDWARE and the SOFTWARE and subsequently selling the SOFTWARE to third parties.

(3) The SOFTWARE may only be used simultaneously by the maximum number of natural persons specified in the order confirmation and only in the manner for which the customer has paid the remuneration in accordance with Section 4 of these GTCs - System.

(4) The customer is not entitled to transmit the SOFTWARE to the public either in a wireless or wired manner, or to rent, lend or otherwise make it temporarily available to third parties, unless this has been expressly agreed in the order confirmation or GEUTEBRÜCK has given its prior written consent. Third parties do not include the customer's employees or service providers who require access to the SOFTWARE in order to fulfill their contractual obligations.

(5) Reproductions of the SOFTWARE are only permitted for the intended use. The customer is entitled to make a backup copy if necessary to ensure future use. In addition, the customer is authorized to reproduce the SOFTWARE as part of proper and regular data backup procedures according to the "state of the art". The application descriptions provided may only be copied to the extent necessary for the intended use of the PURCHASED PRODUCT.

(6) In accordance with Section 69d para. 1 UrhG [Copyright Act], the customer is only entitled to make changes, edits or modifications to the SOFTWARE within the meaning of Section 69c no. 2 UrhG if this is necessary for the intended use of the SOFTWARE, including the correction of a SOFTWARE error. Prior to the correction of errors by the customer or a third party contracted by the customer, the customer must first give GEUTEBRÜCK the opportunity to correct the error. If GEUTEBRÜCK remedies the error by providing or delivering a patch, bug fix, workaround, update or new release of the SOFTWARE, the provisions of this Section 3 shall apply to them.

(7) The customer may reproduce or decompile the SOFTWARE to achieve interoperability with other programs under the provisions of Section 69e UrhG, if the additional requirement is fulfilled that GEUTEBRÜCK has not provided the customer with the necessary data within a reasonable period of time after written request by the customer. The customer shall treat the information obtained through decompilation or provided by GEUTEBRÜCK confidentially in accordance with Section 11 para. 1 and 2 of these GTCs - System.

(8) Copyright notices, serial numbers or marks on the HARDWARE, SOFTWARE or application descriptions may not be removed or altered. Copies of the SOFTWARE or application descriptions made by the customer must be clearly marked as such and contain a copyright notice referring to GEUTEBRÜCK.

(9) Any use beyond the scope agreed upon in these GTCs - System, in particular exceeding the agreed upon maximum number of authorized users according to para. 3 of this Section 3, is prohibited and requires the additional granting of rights by GEUTEBRÜCK.

(10) The customer is entitled to resell the PURCHASED PRODUCT to a third party and to transfer the right of use granted under Section 3 paragraphs 1 to 10 to the third party if the following conditions are cumulatively fulfilled:

(i) the customer does not transfer the granted right of use in part, but transfers it in full, waiving any right of use of its own, and only to the extent granted to it under paragraphs 1 through 10 of this Section 3, and

(ii) the customer transfers to the third party the SOFTWARE together with the HARDWARE and the provided application descriptions, completely waiving any use of its own, erasing all copies of the SOFTWARE made by it and immediately informing GEUTEBRÜCK in writing of the name and address of the third party, and

(iii) the customer has obligated the third party in writing to comply with the provisions of paragraphs 1 to 10 of this Section 3, has handed over these provisions to the third party and has provided GEUTEBRÜCK with suitable proof or confirmed this in writing

(11) For new major releases which the customer receives from GEUTEBRÜCK, the provisions of paragraphs 1 to 10 of this Section 3 shall apply in the same way, subject to any interim revision of the rights of use.

(12) The provisions of paragraphs 1 to 11 shall also apply to the customer's affiliated companies in which the customer holds the majority of the shares or voting rights or which are majority owned by the customer.

#### **4. Remuneration, Terms of Payment, Retention of Title**

(1) The customer is obliged to pay the agreed remuneration.

(2) The costs of transport and, if requested by the customer, transport insurance shall be borne by the customer (cf. Section 2 para. 4).

(3) All prices are ex-works Windhagen (EXW Windhagen - Incoterms 2010), including standard packaging and plus the applicable statutory value-added tax, unless otherwise agreed in the order confirmation.

(4) Unless otherwise stated in the order confirmation, the agreed remuneration shall be due for payment within thirty (30) days from the date of the invoice. Receipt of the payment amount by GEUTEBRÜCK shall determine compliance with the deadline.

(5) GEUTEBRÜCK reserves the title to the delivered HARDWARE, the PURCHASED PRODUCT and the application descriptions until full payment of the agreed remuneration and all other claims arising from the system purchase and existing at the time of conclusion of the contract or arising thereafter in connection with the PURCHASED PRODUCT. In the event of seizure of the HARDWARE by third parties or other interventions by third parties, the customer shall refer to GEUTEBRÜCK's ownership rights and immediately notify GEUTEBRÜCK in writing, so that GEUTEBRÜCK can assert its ownership rights.

#### **5. Obligations of the Customer**

(1) Unless GEUTEBRÜCK expressly agrees to assembly and installation services for the hardware/software system at the customer's premises, the customer shall install the PURCHASED PRODUCT itself or have it installed by third parties in accordance with the assembly and installation instructions contained in the documentation (see Section 1 para. 4).

(2) The customer shall comply with the operating instructions for the HARDWARE and SOFTWARE contained in the user documentation.

(3) The customer shall inspect the PURCHASED PRODUCT for damage in transit immediately upon delivery. Any damage in transit must be immediately documented and reported to GEUTEBRÜCK in writing.

(4) If the customer is a merchant within the meaning of Section 1 HGB [German Commercial Code], it shall be obliged to inspect the PURCHASED PRODUCT immediately upon receipt and to notify GEUTEBRÜCK in writing of any defects immediately upon discovery. The assertion of rights and claims for material defects according to the following Section 6 presupposes that the customer has fulfilled its inspection and notification obligations under Section 377 HGB.

(5) The customer shall grant GEUTEBRÜCK unrestricted access to the PURCHASED PRODUCT for the purpose of remedying any defects. At the customer's request and expense, and to the extent that this is possible on the system side, it may be separately agreed that GEUTEBRÜCK may also remedy defects by means of remote maintenance. In this case, the customer shall ensure the necessary technical conditions at its own expense.

(6) The customer undertakes to resell the PURCHASED PRODUCT to third parties only to the extent defined in Section 3.

(7) Insofar as GEUTEBRÜCK has not expressly assumed an obligation to back up data for the customer, the customer shall independently and at its own expense properly and regularly back up all data collected with the PURCHASED PRODUCT.

## **6. Material Defects**

(1) The statutory provisions shall apply to rights and claims based on material defects unless otherwise provided in the following provisions of this Section 6 and in Section 8.

(2) A material defect exists if the HARDWARE, SOFTWARE or application descriptions do not have the agreed quality under Section 1 paras. 5 and 6.

(3) In the event of defects, GEUTEBRÜCK shall, at the customer's request and at its (GEUTEBRÜCK'S) discretion, provide subsequent performance by remedying the defect (rectification) or delivering a defect-free product (replacement), unless the customer is a consumer within the meaning of Section 13 BGB. In the event of material defects in the SOFTWARE, GEUTEBRÜCK is entitled to subsequent performance by delivering a bug fix, patch, update or new major release of the SOFTWARE. In case of delivery of a new major release, the customer is obliged to accept erasure or overwriting of the defective SOFTWARE (Section 439 para. 4 BGB).

(4) The customer may, within a reasonable period of time, demand a different method of subsequent performance other than that chosen by GEUTEBRÜCK if the method of subsequent performance chosen by GEUTEBRÜCK is unreasonable for the customer. The rights of GEUTEBRÜCK under Section 439 para. 4 and Section 275 paras. 2 and 3 BGB shall remain unaffected.

(5) GEUTEBRÜCK is entitled to provide the customer with temporary workarounds and later to remedy the defect by delivering the next upgrade or new major release of the SOFTWARE, provided this is reasonable for the customer. If GEUTEBRÜCK exercises this right, this shall be taken into account in determining the reasonableness of the period for subsequent performance pursuant to the following paragraph 8.

(6) The customer shall return the HARDWARE for subsequent performance within the limitation period for warranty claims free of customs duties (Incoterms 2010-DDP). The return of the replaced or repaired PRODUCTS by GEUTEBRÜCK shall be ex works (Incoterms 2010-EXW). Furthermore, within the scope of the delivery of a defect-free product or SOFTWARE, GEUTEBRÜCK shall not be obligated to install and set up the hardware/software system, nor to bear the costs associated with the removal of the defective product, the transport and installation of the replacement item, or the retrieval of the provided DOWNLOADABLE SOFTWARE, unless the customer is a consumer within the meaning of Section 13 BGB. This also applies if GEUTEBRÜCK provides these services free of charge on a one-time or recurring basis. The provision of these services free of charge does not constitute a waiver of the right to claim these costs in the future.

(7) The customer shall follow the instructions given by GEUTEBRÜCK by telephone, in writing or electronically in the context of subsequent performance. GEUTEBRÜCK may provide the customer with such instructions, in particular with regard to the installation of patches, bug fixes, updates or new major releases of the SOFTWARE for the purpose of subsequent performance, as well as for dealing with temporary workarounds.

(8) If the customer sets GEUTEBRÜCK a reasonable deadline for subsequent performance and the subsequent performance fails within this period, the customer shall be entitled to the additional rights to reduce the purchase price or, at its discretion, to withdraw from the contract and, in addition, if GEUTEBRÜCK is responsible for the defect, to claim damages on the basis of the agreed limitations of liability instead of performance or reimbursement of futile expenses pursuant to Section 284 BGB. However, the customer is only entitled to withdraw from the contract and to claim damages instead of the entire performance in the case of significant defects. The setting of a grace period, the declaration of withdrawal and the pursuit of compensation for damages in place of performance must be made in writing to be effective. It is not necessary for the customer to set a grace period if GEUTEBRÜCK earnestly and finally refuses to perform or if circumstances exist which, in consideration of the interests of both parties, justify the immediate assertion of the claim for damages (Section 281 para. 2 BGB), or if GEUTEBRÜCK earnestly and finally refuses performance, if GEUTEBRÜCK does not perform by a contractually fixed deadline or within a contractually fixed period, although performance by the deadline and within the period is essential for the customer after notification by the customer to GEUTEBRÜCK before conclusion of the contract or due to other circumstances accompanying the conclusion of the contract, or if in the case of non-contractual performance there are special circumstances, which, taking into account the interests of both parties, justify immediate withdrawal (Section 323 para. 2 BGB), or if GEUTEBRÜCK refuses both types of subsequent performance according to Section 439 para. 4 BGB or if the type of subsequent performance to which the customer is entitled has failed or is unreasonable for the customer (Section 440 BGB). Rectification shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the matter or the defect or other circumstances indicate otherwise.

(9) If, in connection with defects reported by the customer, a fault analysis shows that the customer has no claims or rights due to defects, GEUTEBRÜCK is entitled to charge the customer for the expenses incurred during the investigation in accordance with GEUTEBRÜCK's current price list, provided that the customer has recognized or negligently failed to recognize that there is no defect, but the cause of the reported error lies within its own sphere of responsibility.

(10) Warranty claims against GEUTEBRÜCK are excluded if the customer or third parties contracted by the customer have made changes or modifications to the PURCHASED

PRODUCT, unless the customer proves that the defects are not attributable to these changes or modifications.

(11) The customer's claims for defects become statute-barred after twenty-four (24) months. The limitation period shall commence upon delivery of the PURCHASED PRODUCT. Excluded from this are warranty claims by consumers as well as claims for damages due to loss of life, limb or health and/or claims for damages due to grossly negligent or intentional damage caused by GEUTEBRÜCK, in cases of fraudulent concealment of a defect, in cases of claims for the surrender of property pursuant to Section 438 para. 1 no. 1 BGB, in the case of claims under the Product Liability Act [Produkthaftungsgesetz] and in the case of the assumption of a quality guarantee. In these cases, the statutory limitation periods shall apply. In the case of a warranty agreement, however, this shall only apply to the extent that nothing to the contrary results from the respective warranty agreement.

(12) Irrespective of the 24-month limitation period, the warranty for equipment with movable wear parts is limited to the service lives of the affected wear parts specified in the manuals. If the service life limits are less than 24 months, the limitation period in these cases is the specified limit.

(13) For the provision of a new major release, the limitation periods of the preceding paragraph shall apply accordingly. The limitation periods for claims based on defects in the HARDWARE shall remain unaffected and shall not be restarted or extended by the provision of new releases.

(14) If the provision of equipment loaned by GEUTEBRÜCK is necessary for the purpose of rectification, the General Support Terms and Conditions of GEUTEBRÜCK shall apply additionally to the provision of the loaned equipment.

## **7. Defects in Title**

(1) The statutory provisions shall apply to rights and claims of the customer in the case of defects in title unless otherwise provided in the following provisions of this Section 7 and in Section 8.

(2) A defect in title exists if the customer is not effectively granted the rights required for the contractual use of the PURCHASED PRODUCT.

(3) If a third party asserts claims against the customer based on the infringement of intellectual property rights due to the SOFTWARE, the customer shall

- (i) notify GEUTEBRÜCK immediately in writing
- (ii) authorize GEUTEBRÜCK to conduct legal proceedings and settlement negotiations with the third party at its own expense and, as far as possible, independently, and to take legal action only with the consent of GEUTEBRÜCK, and
- (iii) ensure GEUTEBRÜCK has all reasonable support and to provide GEUTEBRÜCK with the necessary information, documents and authorizations in the possession of the customer

(4) In the event that the SOFTWARE infringes the rights of a third party, GEUTEBRÜCK shall, at its discretion, provide subsequent performance by

- (i) modifying the SOFTWARE so that it is no longer infringing, but has the same level of performance and maintains the same contractual functionality for the customer, or
- (ii) acquiring a right of use for the SOFTWARE sufficient to allow the customer to continue to use the SOFTWARE for the purposes of the contract, or

(iii) replacing the SOFTWARE with other software that is equivalent for the customer in terms of the agreed specifications of the SOFTWARE, providing equivalent performance, and not imposing significant disadvantages on the customer, or

(iv) providing a new major release which does not infringe the intellectual property rights of third parties, which has the same functionality as the previous version and which can reasonably be adopted by the customer without significant disadvantages for the customer

In the cases of clauses 1 (ii) to (iv), the customer is obliged to accept the erasure or overwriting of the SOFTWARE affected by defects in title (Section 439 para. 4 BGB).

(5) In all other respects, the provisions regarding material defects in Section 6 paras. 6, 7, 8, 10 and 11 shall apply *mutatis mutandis* to defects in title.

### **8. Limitations of Liability**

(1) The liability of GEUTEBRÜCK, regardless of the legal basis, for claims for damages or claims for reimbursement of futile expenses within the meaning of Section 284 BGB shall be limited in accordance with the following provisions in paragraphs 2 to 7.

(2) GEUTEBRÜCK is liable without limitation pursuant to the statutory provisions for damages resulting from loss of life, limb or damage to health, for damages based on intent or gross negligence, and for damages falling within the scope of a guarantee, quality guarantee or durability guarantee provided by GEUTEBRÜCK, unless otherwise provided in the respective guarantee agreement.

(3) GEUTEBRÜCK's liability for damages other than those mentioned in paragraph 2 where such damages are based on a slightly negligent breach of essential contractual obligations (cardinal obligations) shall be limited to the foreseeable damage typical for the contract. Essential contractual obligations within the meaning of sentence 1 are obligations, the breach of which endangers the achievement of the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies.

(4) The liability according to paragraph 3 is limited to a total amount of EUR 10 million.

(5) In addition, any further liability for damages other than those mentioned in paragraph 2 where such damages are based on a slightly negligent breach of obligations other than those mentioned in paragraph 3 is excluded.

(6) Liability under the Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.

(7) The foregoing limitations of liability shall also apply to the personal liability of GEUTEBRÜCK's employees, vicarious agents, legal representatives and officers.

### **9. Return of PRODUCTS for credit**

(1) GEUTEBRÜCK offers its customers the option to return purchased PRODUCTS, which are part of the standard product line according to the current price list, within one month after receipt of the respective PRODUCT.

(2) For each PRODUCT returned for credit, GEUTEBRÜCK will charge a handling fee of 10% of the sales price paid by the customer, but at least EUR 30, unless the customer is a consumer within the meaning of Section 13 BGB and is legitimately exercising its warranty rights.



(3) PRODUCTS returned for credit will be inspected by GEUTEBRÜCK for any damage or defects. GEUTEBRÜCK reserves the right to refuse the return for credit if damage or defects are found or to charge the customer for any repair costs incurred.

(4) The return of PRODUCTS for credit must in all cases be made free of customs duties (Incoterms 2010-DDP).

## 10. Order Cancellation

Orders for PRODUCTS that are part of the standard product line according to the current price list may be canceled by the customer free of charge up to the 3rd day after the order confirmation, provided that the PRODUCTS included in the order have not yet been shipped.

## 11. Confidentiality, Privacy

(1) The contracting parties undertake to treat as confidential, without any time limit, and to use only for the purpose of executing the contract, all information or objects transmitted or disclosed by the other contracting party in connection with the conclusion or performance of the contract, where such information or objects constitute business or trade secrets or are designated as confidential ("CONFIDENTIAL INFORMATION"). The contracting parties shall protect such CONFIDENTIAL INFORMATION in such a way as to prevent unauthorized access by third parties. This shall not affect the right of the customer to transfer the PURCHASED PRODUCT.

(2) CONFIDENTIAL INFORMATION includes in particular all details on the technical specifications of the PURCHASED PRODUCT referred to in Section 1 para. 1. The customer shall make such CONFIDENTIAL INFORMATION available only to employees and other third parties who need it to perform their duties for the customer. The customer shall inform employees and third parties who are legitimately granted access to CONFIDENTIAL INFORMATION of their obligation to maintain confidentiality and shall obligate these persons in writing to maintain confidentiality and to use the information only to the extent specified above, unless these persons are already obligated to maintain confidentiality to the same extent for other legal reasons.

(3) The above obligations to maintain confidentiality shall not apply to a contracting party's CONFIDENTIAL INFORMATION that

- (i) is in the public domain at the time of disclosure
- (ii) becomes publicly known after its disclosure by the disclosing contracting party without fault on the part of the receiving contracting party or
- (iii) was already lawfully in the possession of the receiving contracting party at the time of disclosure by the disclosing contracting party or
- (iv) was lawfully disclosed by a third party to the receiving contracting party, after its disclosure by the disclosing contracting party, without any restriction as to confidentiality or use or
- (v) developed by the receiving contracting party without use of the CONFIDENTIAL INFORMATION or
- (vi) must be disclosed by the receiving contracting party due to legal provisions, provided that the receiving contracting party immediately notifies the disclosing contracting party in writing of the disclosure and supports the disclosing contracting party in preventing the disclosure by legal means.

(4) GEUTEBRÜCK will comply with all relevant statutory data protection regulations and will require its employees or other vicarious agents to comply with these regulations before  
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Commercially in accordance with Section 5 of the German Federal Data Protection Act

Act [BDSG].

## **12. Export/Import Regulations**

(1) The customer shall comply with the export and import regulations applicable to the PURCHASED PRODUCT that may result from the EU Dual-Use Regulation (Regulation (EU) No. 2021/821 of the European Parliament and of the Council of May 20, 2021) or any other statutory or public law regulations that may be relevant to the customer.

(2) The customer warrants that it will not export, re-export or transfer the PURCHASED PRODUCT, directly or indirectly, in violation of any export or import regulations. The contracting parties shall assist each other in complying with export/import regulations.

## **13. Offsetting, Right of Retention**

(1) The customer may only use undisputed, legally established or decision-ready claims based on the same contractual relationship as offsetting claims against GEUTEBRÜCK.

(2) The customer shall only be entitled to exercise a right of retention to the extent that the counterclaim on which the right of retention is based is undisputed, legally established or ready for a decision and based on the same contractual relationship.

## **14. Duration of these GTCs - System; Amendments**

(1) These GTCs - System shall also apply to future system purchases by the customer without renewed notice of their inclusion until they are replaced by a new version in accordance with paragraph 2 of this Section 14.

(2) GEUTEBRÜCK is entitled to amend these GTCs - System at any time for future system purchases. The amendments shall become effective upon their inclusion, replacing the previous version, and shall apply to all future system purchases by the customer from that date in accordance with paragraph 1 of this Section 14.

## **15. Final Provisions**

(1) All agreements between the contracting parties with respect to the substantive content regulated by the subject matter of the contract (Section 1) are contained in these GTCs - System and the order confirmation. No other agreements exist. The general terms and conditions of the customer shall not apply and are not included.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of GEUTEBRÜCK. However, GEUTEBRÜCK is also entitled to take legal action against the customer at its general place of jurisdiction.

(3) The contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of any provisions in another legal system; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(4) Should any provision of these GTCs - System be invalid, this shall not affect the validity of these GTCs - System as a whole, provided that it can be assumed that the contracting parties would have concluded the contract anyway. The invalid provision shall be replaced by a provision that corresponds to the statutory regulation. If the contracting parties have overlooked a point that requires regulation in the contract, the regulation that the parties would have agreed upon, taking into account their mutual interests, if they had been aware of the omission in the contract, shall be deemed to have been agreed upon.

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