

– Only To Be Used in Business Transactions With Traders –

1. General

- 1.1 Deliveries of the contractual products („Product(s)“) of autonox Robotics GmbH („we“ or „us“) are exclusively governed by the individually negotiated contractual agreements, our service conditions and these General Terms and Conditions of Sale and Delivery. We do not acknowledge any general terms and conditions of the Customer, even in the case of unconditional execution of the delivery, unless we have expressly agreed to their validity in writing.
- 1.2 autonox Robotics positions itself as a component manufacturer and focuses exclusively on the development, assembly and delivery of robotic mechanical systems. For this purpose, autonox Robotics provides technical information solely concerning the respective mechanical components.
The review of this technical information with regard to specific requirements, as well as the suitability and adaptability for the intended application, including the selection of appropriate control and drive technology, remains the responsibility of the customer.
- 1.3 If our General Terms and Conditions of Sale and Delivery are already known to the Customer, they will also apply to all future supply contracts with the Customer relating to on-going business relations or framework supply agreements without a notification of renewal until our new General Terms and Conditions of Sale apply.
- 1.4 At the latest, by taking delivery of our Products, the Customer expresses its agreement to our terms and conditions.
- 1.5 All agreements, in particular any ancillary agreements, amendments or deviations from these terms and conditions must always be made in writing.

2. Consultation

We will provide any type of advice, spoken or written, to the best of our knowledge based on our experience. Cost estimates as well as data and information on the suitability and application of our Products, as well as dimensions, weights, illustrations and drawings, are only binding for the execution if expressly confirmed by us in writing and do not release the Customer from carrying out its own inspections and tests. The Customer is responsible for complying with the legal and official regulations when using our Products.

3. Offer, Acceptance, Offer Documents

- 3.1 Our offers are always non-binding, unless expressly stated otherwise in the offer. They will be provided free of charge, however, any costs incurred for creating drawings for special designs must be borne by the Customer if the offer does not result in an order for reasons for which we are not responsible.
- 3.2 The order confirmation is only valid if the invoice to be issued is credit-insured by our credit insurer.
- 3.3 We reserve the property rights and copyrights to cost estimates, drawings and all other documents provided by us. These may not be reproduced or made available to third parties without our written consent. If the order is not placed, all the documents must be returned to us without undue delay. We are entitled to make the Customer's documents available to third parties to whom we intend to transfer deliveries or services.
- 3.4 Orders will generally be placed in writing by the Customer (the written form in this context also includes an order placed by email or fax); any orders placed by telephone will be executed at the Customer's risk.

4. Technical Changes, Tests, Property Rights

- 4.1 Any technical changes which prove necessary for manufacturing reasons, for product maintenance reasons, for legislative requirements or for other reasons are allowed. If the Customer is informed of changes, the Customer must notify us without undue delay if it considers these to be unacceptable.
- 4.2 For tests where specific temperatures, times and other measurements or control values are to apply, the appropriate measurement methods must be specified and accepted by both parties before commencement of delivery. If no specification is made, our measurement methods will apply.
- 4.3 Orders based on drawings, sketches or other information that have been provided to us will be executed at the risk of the Customer. If, as a result of the execution of such orders, we infringe upon third-party property rights, the Customer will indemnify us against claims of third-party holders of the rights. Any further damage will be borne by the Customer.
- 4.4 We are authorized to process data in accordance with the German Federal Data Protection Act (BDSG) and the European General Data Protection Regulation (GDPR).

5. Prices

- 5.1 The prices quoted by us are in Euros, unless otherwise stated in our order confirmation.
- 5.2 The price agreed in our order confirmation will apply.
- 5.3 The prices quoted by us are net and ex works plus the applicable VAT together with the customs, freight, packaging and insurance costs agreed in our order confirmation. The prices apply to the individual order in question, not retroactively or for future orders. Repeat orders are new orders.
- 5.4 If after we have accepted the order and up until completion of the delivery, wages, material costs, market cost prices or other production costs increase, we are entitled to request that the Customer enters into serious negotiations on an appropriate price increase.

6. Delivery, Force Majeure, Delay

- 6.1 The order confirmation is only valid if the invoice to be issued is credit-insured by our credit insurer. Partial deliveries are allowed if these are reasonable for the Customer.
- 6.2 Unless otherwise agreed, delivery will be made from our delivery plant (ex works/EXW, Incoterms 2020 or a more recent version, if applicable) Industriestrasse 1, 77731 Willstaett, Germany. The delivery period will begin at the earliest when the Customer receives our order confirmation. The start of the delivery period stated by us presupposes the complete clarification of all technical questions. Compliance with our delivery obligations is conditional upon the timely and proper fulfillment of the duties to cooperate by the Customer, in particular our timely receipt of all the documents that need to be provided by the Customer. If the Customer is in default in fulfilling its duties to cooperate, the period will be extended appropriately, however, at least by the period of the default.
- 6.3 The delivery periods stated by us are always only approximate unless the periods have been expressly agreed as binding in our order confirmation or in any individual contracts.
- 6.4 Applying due diligence to conclude congruent coverage transactions, the determination of the delivery period is subject to the correct and timely supply by our own suppliers.
- 6.5 In the event that orders that are already in production are deferred, the quantities in progress will in any case be completed and must be accepted by the Customer.
- 6.6 In the event that measures are brought about by industrial action, in particular strikes and lockouts, and if unforeseen obstacles occur and these are outside our influence, e.g., war, sanctions, embargoes, traffic and operational disruptions, material or energy shortages, orders of higher authority, or any other cases of force majeure, the delivery period will be extended in line with the duration of such measures and obstacles. This also applies if these events occur with our suppliers. We will not be held responsible for the aforesaid circumstances even if they occur during an already existing delay. The Customer will be provided with information regarding the beginning and end of such measures and obstacles or the non-availability of the Product without undue delay. If delivery is delayed by more than three months due to such measures and obstacles, the contracting parties are entitled to withdraw from the contract. In the event of a withdrawal, any consideration already paid for deliveries not yet made due to such measures and obstacles will be refunded. Any further claims of the Customer are excluded.
- 6.7 We are not liable for the incorrect or untimely delivery of our suppliers.
- 6.8 If the Customer is in delay with accepting the Products, we are entitled to withdraw from the contract after setting a reasonable grace period and, if necessary, to claim compensation. The statutory provisions on dispensing with the setting of a deadline and on the assertion of further claims to which we are legally entitled remains unaffected by this.
- 6.9 If the Customer is in default with its obligations to cooperate and if the dispatch or delivery to the Customer is delayed as a result, we may claim storage charges amounting to 0.5 % of the invoice amount for each month or part thereof, subject to the provision of proof of actual higher losses.
- 6.10 If we have delayed the delivery, the Customer may, provided it can credibly prove that it has suffered a loss as a result, demand compensation for the loss it has suffered as a result of our delay. However, this claim is limited to 0.5 % of the remuneration due for the delayed part of the delivery for each full week of delay, however, up to a maximum of 5 % of the remuneration due for the delayed part of the delivery in total, unless we have acted with intent or gross negligence. This does not affect the Customer's right to withdraw from the contract after a reasonable grace period has expired and/or to claim compensation for non-fulfilment pursuant to the provisions of these General Terms and Conditions of Sale and Delivery.
- 6.11 The Customer may only withdraw from the contract within the framework of the statutory provisions if it has granted us a reasonable period of grace which has expired unsuccessfully unless the granting of the period of grace can be dispensed with due to the statutory provisions. The above provisions do not give rise to a change in the burden of proof to the detriment of the Customer.
- 6.12 The Customer will, at our request, state within a reasonable period whether it intends to withdraw from the contract owing to the delay in delivery or whether it will insist on delivery.

7. Shipping Risk, Transport, Packaging, Taking Products Back

- 7.1 The point in time when the risk is passed will be determined in accordance with the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce (INCOTERMS 2020) in the German language version applicable on the date of the conclusion of the contract. If no other delivery conditions are agreed in our order confirmation, the Product will be deemed to be sold „ex works“ (EXW) and will pass to the Customer when it is made available at the agreed delivery plant. The place of performance for all liabilities arising from the business relationship or from the respective individual contract, in particular for our delivery and the place of subsequent fulfilment is our delivery plant at Industriestrasse 1, 77731 Willstaett, Germany. Place of performance for payment is our registered office in Industriestrasse 1, 77731 Willstaett, Germany. For sales „ex works“, we undertake to notify the Customer in writing of the time when the delivery is to be accepted. This notification must be made in good time to enable the Customer to take the measures that are normally required; if our notification is made within five to 10 working days, this will be deemed to be in good time.
- 7.2 If the shipping is delayed at the request of the Customer, or due to non-fulfilment of a required (cooperation) obligation by the Customer, or if the Customer is in default of acceptance, the risk will already pass to the Customer at the time of acceptance as notified by us to the Customer.
- 7.3 Unless otherwise agreed, we will stipulate the type and scope of the packaging. The packaging will be chosen to the best of our ability and applying the required diligence and care. Non-returnable packaging will become the property of the Customer.

- 7.4 Products delivered by us will generally not be taken back. This will not affect the return of Products that were defective at the time the risk is passed pursuant to section IX... If, in individual cases and after prior written agreement, we make an exception and agree to take back non-defective Products, a processing fee of 10 % of the net value of the goods plus VAT will be charged. The Customer has the right to provide evidence that the processing fees are substantially lower. The risk and cost of transport will be borne by the Customer. Return shipments may only be made via forwarding agents commissioned by us. In this case, the cheapest method of shipment is to be selected, taking into account transport safety.
- 8. Payment Terms**
- 8.1 The invoice amount is payable on the due date without deduction. Unless otherwise agreed in the order confirmation, the purchase price is due without deduction within 30 days of receipt of the invoice. Timely payment will only be deemed to have been made if we can dispose of the money with the value date on the due date in the account specified by us.
- 8.2 The Customer will be in default without further notice from us 10 days after the due date and after receipt of the invoice if it has not paid.
- 8.3 Discounts and rebates will only be granted on the basis of an express and written agreement in our order confirmation. No granting of a cash discount on new invoices will be allowed if older invoices due have not yet been paid.
- 8.4 If the purchase price is deferred, or if partial payments are allowed, or if the payment deadline is exceeded and the prerequisites for interest on arrears in accordance with section VIII. 7 have not been met, the Customer will be charged interest from the due date at the usual bank rate, but at least 5 % p.a.
- 8.5 We expressly reserve the right to accept bills of exchange or checks. Bills of exchange and checks will only be accepted on account of performance and will not count as payment until they have been cashed. Discounts and bill charges will be borne by the Customer and are due immediately. The maximum period for bills of exchange is 90 days after the invoice date.
- 8.6 Waiving §§ 366, 367 German Civil Code (BGB) and despite any provision of the Customer to the contrary, we will determine which claims are satisfied by the Customer's payment. Therefore, the Customer waives the right to determine how its payments will be allocated.
- 8.7 In the event of default in payment, we are entitled to claim interest on arrears at a rate of 9 percentage points p.a. above the respective base interest rate pursuant to § 247 German Civil Code (BGB) and are entitled to withhold further deliveries until all due invoices have been paid. In addition, we may claim further losses incurred by us as a result of the delay in payment.
- 8.8 In the event of the non-payment of due invoices or other circumstances, which indicate a significant deterioration in the financial circumstances of the Customer after conclusion of the contract, in particular in the event of doubt about the solvency or creditworthiness of the Customer, we will be entitled to the rights under § 321 German Civil Code (BGB) (defence of uncertainty). We are also entitled in such cases to demand advance payment or suitable security for the payment to be provided by the Customer. If the Customer is not prepared to pay in advance or to provide security, we are entitled to withdraw from these contracts after a reasonable period of grace and to claim compensation for non-fulfillment. Furthermore, we are also then entitled to declare that all the claims, that are not subject to the statute of limitations under the current business relationship with the Customer, are due for immediate payment. Furthermore, if the aforesaid conditions are met, the defence of uncertainty will extend to all further deliveries and services arising from the business relationship with the Customer.
- 8.9 A right of retention of the Customer is excluded unless the counterclaim of the Customer is undisputed or has been declared final and absolute.
- 8.10 The Customer's right to set-off is excluded, unless the set-off is made with an undisputed claim or a claim that has been declared final and absolute.
- 8.11 The assignment of claims against us by the Customer requires our consent.
- 8.12 In the case of payments in advance, any binding delivery dates agreed in the order confirmation are subject to change and are only valid in the case of timely payment. In case of late receipt of payment, we reserve the right to postpone the delivery date.
- 9. Warranty Rights, Quality, Limitation Periods**
- 9.1 Unless otherwise stipulated or supplemented in these General Terms and Conditions of Sale and Delivery, the statutory provisions will apply to the Customer's warranty rights.
- 9.2 The Customer's rights in the event of defects as well as any claims for compensation resulting from the non-notification of a material defect based on our deliveries, the performance of services and the provision of works, presuppose that the Customer has duly fulfilled its inspection duties and duties to provide notification of defects pursuant to § 377 German Commercial Code (HGB). A preclusion period of seven (7) working days from receipt of the Products will apply to complaints due to recognizable defects; a preclusion period of seven (7) working days from discovery of the defect will apply to non-recognizable defects.
- 9.3 The Customer's statutory rights of recourse against us will only exist if the Customer has not entered into an agreement with its customer that goes beyond the statutory claims for defects at our expense.
- 9.4 If the Products contain a defect, we must first always be given the opportunity to provide subsequent fulfillment within a reasonable period of time. We are entitled, at our own discretion, to remedy the defect or to make a replacement delivery. Without our prior written consent, neither the Customer nor any third parties are entitled to provide subsequent fulfillment themselves, in particular by repairing the Products or arranging for subsequent delivery. If the subsequent fulfillment fails, i.e., at least two attempts to remedy the defect have failed, or subsequent fulfillment is unreasonable for the Customer for other reasons, the Customer may – without prejudice to any claims for compensation – withdraw from the contract or reduce the purchase price. However, there is no right of withdrawal in the case of insignificant defects.
- 9.5 Any claims of the Customer derived from expenses that are required to satisfy subsequent fulfillment, in particular transport, travel, labor and material costs, are ruled out if the expenses increase because after the defect became known the delivered Product was taken by the Customer to a place other than the previous location of the Product, unless such transport corresponds to the designated contractual use.
- 9.6 The quality specified in our performance specification comprehensively and conclusively define the properties of the Product. In particular, public statements, promotions or advertising by the seller, the manufacturer, their agents or third parties do not constitute a contractual statement of quality. Our declarations in connection with this contract, e.g., performance specifications, reference to DIN standards, etc., do not contain any assumption of guarantee. A guarantee exists only with an express written declaration of the assumption of a guarantee in our order confirmation. Any information provided in Product descriptions and Product specifications, subject to this information being a statement of quality within the meaning of § 434 German Civil Code (BGB), will in any case not constitute a guarantee for the quality of the Product or that the Product will retain a certain quality for a certain period of time.
- 9.7 Claims for defects do not exist where the usability is only impaired to an insignificant extent. In the event of naturally worn parts or natural wear and tear of expendable parts due to their material quality, in particular of parts that come into contact with the workplace, the warranty is limited to the usual period of use of the expendable parts; in all other respects, the warranty for expendable parts is excluded. The warranty will also be excluded in the event of damage that occurs after the risk has passed, as a rule by handing over or delivering the Product, as a result of improper or non-intended use or negligent handling of our Products, faulty installation, excessive use, unsuitable operating materials or due to special external influences which are not assumed under the contract.
- 9.8 If our Products are not used in accordance with their intended purpose, in particular, if statutory or official regulations are not observed, if our user information enclosed with each Product is not followed, if assembly or commissioning is carried out improperly by the Customer or third parties, if modifications that are not allowed are made to the Products, if parts are replaced or consumables are used that do not comply with the original specifications or our Products are not properly maintained, repaired or overhauled by the Customer or a third party, any claims for these and the resulting damage will be excluded, unless the Customer can prove that there is no causal connection between the aforesaid actions and the damage that has occurred.
- 9.9 If a defect to the Customer's product occurs as a result of a repair that has been carried out by us without there being any legal obligation to do so on our part, e.g., as a gesture of goodwill, the Customer will only be entitled to claims for such defects if expressly agreed, unless we are responsible for them.
- 9.10 The limitation period for claims and rights due to defects is one (1) year. The aforesaid provisions will not apply where longer periods are prescribed by law, in particular pursuant to 438 (1) no. 2 (building and object used for building), § 479 (right of recourse) and § 634 a (1) no. 2 (work on a building and building-related planning and monitoring services) German Civil Code (BGB).
- 9.10.1 The limitation periods pursuant to section 9. 10. will also apply to all claims for compensation against us which are related to the defect, irrespective of the legal basis of the claim. If claims for compensation exist against us in connection with our Products, the performance of services or the provision of work which are not related to a defect, the limitation period pursuant to section 9. 10. will apply.
- 9.10.2 The shortened limitation periods pursuant to section 9. 10. and 10.1. will not apply (1) in the case of intent, (2) if we have fraudulently concealed the defect, (3) if we have assumed a guarantee for the quality of the Product, (4) in the case of claims for damages due to injury to life, body or health or freedom of a person, (5) in the case of claims under the German Product Liability Act (ProdHaftG), (6) in the case of a grossly negligent breach of obligation, or (7) in the case of a breach of material contractual obligations (cardinal obligations); material contractual obligations are obligations the fulfillment of which is a prerequisite for the proper performance of the contract and on the fulfillment of which the Customer regularly relies and is entitled to rely. In such cases, the statutory provisions apply.
- 9.11 Any subsequent fulfillment measures, i.e., the delivery of a defect-free Product or the remedying of defects, will only suspend the limitation period applicable to the original Product by the duration of the subsequent fulfillment measure carried out. Our subsequent fulfillment measures will only cause the limitation period to start anew if we undertake them in the knowledge that we are obliged to remedy the defect. Moreover, in case of doubt, the carrying out of the remedy of the defects by us does not constitute an acknowledgement within the meaning of § 212 no. 1 German Civil Code (BGB).
- 9.12 Unless expressly provided otherwise, the statutory provisions on the commencement of the limitation period, the suspension of expiry, the suspension and the recommencement of limitation periods will remain unaffected.
- 9.13 If we provide further information outside the agreed product specifications, such as MTBF Indicators (and other indicators), the parties agree that such information will neither be part of the agreed product specifications, nor will it constitute an agreement regarding the condition or quality of the Products or establish a warranty. We therefore assume no warranty or liability with regard to the accuracy of and compliance with such further information. Please note that this information only refers to the robot mechanism itself and not to accessories or required spare parts.
- 10. Liability**
- 10.1 We are liable in cases of intent or gross negligence by us or our representatives or vicarious agents pursuant to the statutory provisions. Otherwise, we are only liable (1) under the German Product Liability Act (ProdHaftG) (2) for injury to life, body or health of a person, or (3) for culpable breach of material contractual obligations. However, the claim for compensation due to a breach of material contractual obligations is limited to the foreseeable damage typical for the contract.
- 10.2 Our liability for a breach of material contractual obligations is limited to the foreseeable damage typical for the contract even in cases of gross negligence if none of the exceptional

- cases listed in sentence 2 of section 10. 1. exist.
- 10.3 If neither of the cases set out in sentences 1 and 2 of section 10. 1. exist, in which we are liable without limitation, our liability for indirect damage caused by the Product to the Customer's legal interests, e.g., to other property, loss of profit or other financial loss, is excluded.
- 10.4 The provisions set out in the above sub-sections 1 to 3 cover damages in addition to performance and damages in lieu of performance, irrespective of the legal grounds, in particular due to defects, the breach of other obligations arising from the contractual obligation or from tort. They also apply to the claim for reimbursement of futile expenses and to our liability due to impossibility.
- 10.5 If neither of the cases set out in sentences 1 and 2 of section 10. 1. exist, in which we are liable without limitation, any possible claims for damages will be limited to the scope of our business and product liability insurance in the amount of max. EUR 5 million per insured event or EUR 10 million per insurance year. The same applies to those cases in which the Customer asserts claims for damages on the basis of a guarantee or warranty declared by us for the existence of a characteristic, unless the purpose of the guarantee of quality extends only to the contractual conformity of the underlying delivery, but not to the risk of consequential damage caused by a defect.
- 10.6 The obligation to pay compensation will be excluded if the Customer, for its part, has effectively limited its liability towards its customer and will not incur any damage as a result. In this context, the Customer will endeavor to also agree liability limitations with its customers in our favor to the extent legally permissible.
- 10.7 If our liability for damages is excluded or limited, this will also apply to all claims of the Customer based on culpa in contrahendo, breach of ancillary obligations or claims of the Customer based on manufacturer's liability pursuant to § 823 German Civil Code (BGB). If our liability is excluded or limited, this will also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
- 10.8 The above provisions do not give rise to a change in the burden of proof to the detriment of the Customer.
- 11. Security Rights**
- 11.1 We reserve title to the delivered Products (goods under reservation of title) until all claims already arisen at the time of conclusion of the contract and all future claims arising from the existing business relationship with the Customer or initiated by the contract have been settled. In the event of a current account, retention of title will serve as security for amounts due. Purchase price claims will be deemed not discharged despite being paid for as long as a liability under a bill of exchange assumed by us in this connection, such as, for example, within the framework of a check/bill of exchange procedure, continues to exist.
- 11.2 If the realizable value of the securities exceeds our claims by more than 10 %, we will release securities at our discretion on request by the Customer.
- 11.3 The Customer is obliged to carefully store the goods under reservation of title for us, to maintain them in a technically perfect condition and to carry out or have carried out any necessary maintenance, inspection and repair work in good time at its own expense. In particular, the Customer is obliged to insure the goods under reservation of title at its own expense against damage due to fire, water, storm, burglary and theft at their replacement value. Any claims of the Customer arising in the event of damage will be assigned to us.
- 11.4 Products delivered under retention of title may be resold by the Customer in the ordinary course of business. If the Customer sells Products which are designated under retention of title in the ordinary course of business, it hereby assigns its claims against the third party with all ancillary rights corresponding to the value of the Products delivered by us. We hereby accept this assignment. As long as the Customer properly meets its payment obligations towards us, it is authorized to collect these claims on our behalf. If the Customer defaults, we are entitled to disclose this assignment to the third party at any time. The Customer is obliged to disclose any prohibition on assignment existing with the third party at the time the order is placed. If the Customer does not comply with this obligation or if the third party does not approve the agreed assignment, we will be released from the obligation to deliver. This will not affect our right to collect the claims ourselves.
- 11.5 The Customer undertakes to provide us, at our request, with a precise list of the claims to which we are entitled, including the names and addresses of the customers, the amount of the individual claims, invoice data, etc., to provide us with all information necessary for the assertion of the assigned claim, to permit the verification of this information and to disclose the assignment to the customers.
- 11.6 The Customer's right to dispose of the Products that are subject to our retention of title and to collect the claims assigned to us will expire as soon as it no longer meets its payment obligations towards us or ceases payment or an application is made to open insolvency proceedings. In these aforesaid cases and in the event of any other breach of contract by the Customer, we are entitled to take back or seize the Products delivered under retention of title. We are entitled to realize the goods and the proceeds of such realization will be set-off against the Customer's liabilities, less any reasonable realization costs.
- 11.7 The Customer hereby declares its consent that the persons commissioned by us to collect the goods under reservation of title may enter or drive onto the property or the building on or in which the goods under reservation of title are located for this purpose in order to take possession of the goods under reservation of title.
- 11.8 The Customer may neither pledge the Products nor assign them by way of security nor make any other dispositions endangering our rights. In the event of seizure or other interventions by third parties, the Customer will notify us without undue delay in writing and provide us with all the information and documents required to protect our rights, in particular to file a third-party action in opposition pursuant to § 771 German Code of Civil Procedure (ZPO). Enforcement officers or third parties are to be informed of our title. If a third party is not in a position to reimburse our judicial and extrajudicial costs, in particular for a suit pursuant to § 771 German Code of Civil Procedure (ZPO), the Customer will be liable for the loss incurred by us, subject to the assertion of further claims due to damage, alteration or destruction of the item itself.
- 11.9 If the Customer manufactures a new movable asset with the Products supplied by us, the following additional provisions will apply: During manufacture, we will be deemed to be the manufacturer within the meaning of § 950 German Civil Code (BGB) and will acquire title of the intermediate or finished products. The processing or transformation of the goods under reservation of title by the Customer will always be carried out on our behalf. If the goods under reservation of title are processed or mixed with other items that do not belong to us, we will acquire co-title to the new item in the ratio of the value of the goods under reservation of title to the other processed items at the time of processing. If the processing, mixing or blending is carried out in such a way that the Customer's item is to be regarded as the main item, it will be deemed agreed that the Customer will transfer co-title to us on a pro rata basis. The Customer will hold the sole title or co-title thus created in safe custody for us and will only be the custodian of the products thus manufactured. In all other respects, the same will apply to the item created by processing as to the item delivered under reservation.
- 11.10 If the law in the area of which the Product is located does not permit such retention of title but allows us to reserve other rights to the Product, we may exercise all rights of this kind. The Customer is obliged to cooperate in measures that we wish to take to protect our property right or, in lieu thereof, its rights to the Products.
- 12. Confidentiality**
- 12.1 If the Customer comes into contact with our business secrets and/or know-how during the execution of the order, it will maintain secrecy in this respect and take precautions to ensure that our interests that need to be protected are not breached and that knowledge that needs to be protected is only used in connection with the order or the subsequent use of the Product itself in accordance with the order. In particular, the Customer will bear the burden of proof that the trade secrets and/or the know-how were already known or at least evident to it beforehand.
- 12.2 The Customer is obliged to treat as a business secret, all commercial and technical details in connection with the order. It is obliged to keep secret the documents and information even after the respective contract has been completed. Duplication is only permitted within the scope of operational requirements and copyright provisions. Disclosure to third parties may only be made with our written consent.
- 13. Place of Jurisdiction and Applicable Law**
- 13.1 The exclusive place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions of Sale and Delivery or regarding its validity is Stuttgart, Germany. We reserve the right to also assert claims at the general place of jurisdiction of the Customer. This will also apply to disputes in proceedings relating to documents, bills of exchange or checks.
- 13.2 The contractual relations with the Customer are governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 13.3 Should individual clauses of these General Terms and Conditions of Sale and Delivery be invalid in whole or in part, this will not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties must replace an invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision and is also effective.