

General Terms and Conditions of the Purchase of SINGULUS TECHNOLOGIES AG

- hereinafter called "the Buyer" -

As at October 2017

I. Scope

1. The Buyer shall exclusively place orders based on these Terms and Conditions of Purchase; the Buyer does not accept any purchase conditions to the contrary or varying from the Contractor's conditions unless he confirms them in writing. Tacit acceptance of the Contractor's deliveries or services and payments by the Buyer shall not constitute an agreement with varying these Terms and Conditions.
2. These Terms and Conditions of purchase shall also apply to future contracts with the Buyer in the version current at the time that the contract is concluded.
3. These Terms and Conditions of Purchase apply only to companies according to Section 310 (1) of the German Civil Code (BGB).

II. Offers, orders, contract conclusion, contract documents

1. No discounts shall be granted for visits or to develop offers, projects, drafts and sample deliveries.
2. Orders, delivery schedules, contracts of all kinds and amendments or additions shall be effective only in writing. This written form requirement is also met if declarations are made by fax, email or other remote data transmission. No signature is required to meet the written form requirement. The written form requirement mentioned above shall also apply to cancelling the form agreement. The Buyer must confirm verbal agreements before or after the contract is concluded in writing for them to be effective.
3. Orders are assumed to be accepted if the Contractor does not revoke them in writing within 14 days.
4. Variations from orders become part of the contract only if the Buyer confirms them in writing.
5. The documents referred to in the order and provided to the Contractor on request are a component of the order. The delivery or service is assumed to have been performed properly only when all conditions specified in the documents have been met.
6. The Contractor shall check the tender documents, details in the order text, in drawings, process requirements and other documents for accuracy and completeness and for differences between each other as well as check for compliance with the relevant legal provisions and the Buyer's targets or aims, and notify the Buyer immediately in writing of any errors, contradictions or ambiguities found. As a result, subsequent additional charges by the Contractor arising from lack of knowledge of official or technical circumstances as well as errors, ambiguities or contradictions in the above-mentioned documents shall not be recognised.

III. Cancellation by the Buyer, insolvency, assignment

1. The Buyer also has the right to "cancel freely" according to Section 649 BGB.
2. The Buyer may also withdraw from or terminate the contract with immediate effect if the Contractor ceases to make payments or if he files for insolvency or similar legal proceedings or if such proceedings commence or are rejected for lack of sufficient assets.
This shall not affect the Buyer's compensation claims.
3. If one of the cases under III 2 applies, the Contractor shall pass on to the Principal all defect claims and claims for the repayment of potential overpayments, to which the Contractor is entitled from the supplier or sub-contractors, subject to the condition precedent. The Buyer accepts this transfer. He has the right to decide freely whether to make a claim against the Contractor or its supplier or sub-contractor. The Contractor shall hand over to the Buyer all documents required to make the claims.

IV. Dispatch, packaging, delivery conditions, partial delivery, early delivery

1. Delivery shall be DDP named delivery address according to the Incoterms 2010. If no delivery address is provided and nothing has been agreed to the contrary, the Buyer's business premises shall be the delivery address.
2. A dispatch notice shall be sent for each delivery promptly, providing the order number.
3. The order number as well as details specified by the Buyer required to allocate the product, must be repeated in all the

relevant documents (order confirmation, dispatch notices, delivery note, bill of lading, invoices, etc.). The Contractor shall be responsible for all consequences resulting from a lack of compliance with this obligation.

4. The packaging is to be used to protect the goods against damage. The Contractor shall at his own expense professionally package, send and insure the goods according to requirements. Only environmentally friendly packaging materials may be used. Dispatch and packaging regulations as well as instructions regarding dispatch and packaging specified by the Buyer must be observed. In addition, the standards of the German Federal Association for Wood Packaging, Pallets, Export Packaging e.V. (HPE) shall be observed. The Contractor shall bear all additional costs and consequential damage caused by a lack of compliance. The Contractor shall take back all packaging materials if the Buyer requests this.
5. Additional deliveries and services as well as partial deliveries and services shall be deemed accepted only after prior written approval by the Buyer.
6. If delivery is earlier than agreed, the Buyer reserves the right to return the goods at the Contractor's expense and risk. If goods delivered early are not returned, the goods shall be stored on the Buyer's premises at the Contractor's expense and risk until the delivery date. Invoices shall be paid promptly in relation to the agreed deadline.
7. When transferred, the delivered goods shall become the Buyer's property. The Contractor warrants that no third-party rights apply (e.g. retention of title, liens) and he shall indemnify the Buyer in respect of third-party rights.

V. Delivery times, delivery delay, contractual penalty

1. The agreed deadlines shall be binding. In order to determine whether deliveries without installation or mounting or set-up are on time, the time of receiving the goods including documentation at the Buyer's given delivery address shall be used; in order to determine the promptness of deliveries including installation or mounting or set-up as well as for service contracts, the completion of the Contractor's entire service ready for acceptance including documentation shall be used.
2. Regardless of the Buyer's legal rights, the Contractor is obliged instantly to inform the Buyer of any circumstances that occur or of which he becomes aware that might result in making it impossible to deliver in promptly. In such cases, the Contractor shall take all measures required in order to ensure compliance with the agreed deadline or to achieve only a small time delay, as well as inform the Principal of the individual measures taken. The agreed deadline shall in no circumstances change, because of a notification of a delay in delivery.
3. The Contractor may invoke missing required documents to be delivered by the Buyer only if he reminded the Buyer of these documents in writing and does not receive them within a reasonable period.
4. In the case of a delay in delivery or performance on the part of the Contractor, the Buyer shall be entitled to charge a contractual penalty of 0.3% of the total net final invoice for each working day of the delay up to a maximum of 5% of the total net final invoice. The total net final invoice shall be the sum due after the completion of the contract. This shall be without prejudice to any additional legal claims; when they are made, a potentially applicable contractual penalty shall be added to the damage being claimed to the extent that identical interests apply between the contractual penalty and the damage claimed. The Buyer need not reserve the right to claim a contractual penalty at the time of transferring risk. Instead, he may claim this up to the time of making the final payment.

VI. Transfer of risk

For deliveries including installation or mounting or set-up as well as for services, risk shall be transferred on acceptance; for deliveries without installation or mounting or set-up, it shall be transferred when the goods are received by the Buyer at the Buyer's given delivery address.

VII. Acceptance of goods

Goods are accepted subject to their agreed quality, condition and quantity. The period for examining the goods in the sense of Section 377 HGB shall be at least 10 working days; for

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examinations requiring more time, this period shall be reasonably extended.

VIII. Prices, invoicing, payment, transfer, set-off, retention

1. The agreed prices are fixed prices.
2. Invoices shall be sent to the accounts department at the Buyer's address separately after each order quoting the order and project numbers of each individual position and taking account of the relevant latest invoicing regulations based on the applicable tax laws. Invoices shall not be attached to the deliveries, and shall correspond to the description and sequence of the order. Incorrect invoices submitted shall be deemed received by the Buyer only from the time that they are corrected.
3. Payment periods and discount agreements shall be shown on the relevant order. The payment and/or discount period shall start after the goods are delivered or services accepted and after the Buyer has received a correct invoice. Discounts shall also apply if the Buyer sets off or retains appropriate amounts of payments for defects. Regarding the retained amount, the payment and discount periods shall start after the defect has been completely removed.
4. The assignment of the Contractor's rights under this contract to third parties shall require the Buyer's prior written approval.
5. To the extent that the Contractor is obliged to provide documentation, operating instructions, test and measuring protocols or other certificates of material tests, the payment period for invoices shall not commence before this documentation or these certificates are received.
6. Payments shall not signify acceptance that the invoice is correct or that the delivery or service is in line with the contract.
7. The provision of partial payments or prepayments shall not constitute acceptance or partial acceptance.
8. The Contractor shall be entitled to set-off rights only if his counterclaims have been legally made, or are uncontested and have been accepted by the Buyer or are in a close synallagmatic relation to the claim of the Buyer. The Contractor shall be entitled to exercise a right to retention of title only if his counterclaim is based on the same contractual relationship or has been legally made, is uncontested or approved by the Buyer.

IX. Planning documents, confidentiality, tools, templates, items, supply, protection of ownership

1. Templates, production equipment, tools, profiles, measuring and testing equipment, materials supplied, drawings, working standards sheets, print templates and similar items that the Buyer provides to the Contractor, shall remain the Buyer's property. The Contractor may not use these for purposes other than those specified in this Contract, copy them or make them available to third parties, and he shall keep them free of charge and separate from other items in his charge with the diligence of an ordinary businessman, labelled as the Buyer's property, completely confidential and appropriately insured against loss or damage at replacement value. The Contractor hereby passes on all compensation claims from such insurance policies to the Buyer. The Buyer hereby accepts this transfer.
The said documents and items shall be handed over to the Buyer after the order has been completed without having to be requested or otherwise when requested by the Buyer.
The Contractor shall not make items manufactured based on the Buyer's documents accessible to third parties nor deliver them or sell them to third parties.
2. Moulds, tools, patterns, templates, etc. charged to the Buyer shall become the Buyer's property upon payment; the Contractor shall keep them for the Buyer free of charge and hand them over to the Buyer on request. Section IX (1) 2 to 4 shall apply accordingly.
3. The Contractor shall keep any supplies provided by the Buyer separately; they shall remain the Buyer's property and must be clearly labelled as such. This shall also apply to the transfer of materials related to the order (e.g. installation aids). The treatment and processing or transformation of materials relating to the contract supplied or provided by the Buyer, shall be carried out for the Buyer. The latter shall directly become the owner of the new or transformed item. If the Contractor obtains (partial) ownership by joining or mixing, he shall transfer to the Buyer a proportionate ownership equal to the value of the supply or material at the time that the new item is created. The Buyer accepts this transfer.

4. Goods manufactured or supplied based on prepayments shall become the Buyer's property and the Contractor shall label them as the Buyer's property, keep them for the Buyer free of charge and appropriately insure them at replacement value.
5. The Contractor is obliged to carry out any maintenance or inspection work appropriately as well as any servicing or repair works regarding the Buyer's items named in Sections IX. 1 to IX. 4 at his own expense and promptly. He shall immediately give notice of any incidents. If he fails to do so, the Buyer reserves the right to claim compensation.
6. The Buyer shall be entitled to be assured of proper storage and labelling of the goods, supplies, tools, equipment and models.
7. Section IX no. 1 and 5 shall also apply to the conclusion of a tool hire agreement.

X. Performance of services or changes to specifications

1. The Contractor warrants that he shall carry out or provide all deliveries or services professionally according to the agreed specification and to ensure that they meet cutting edge standards of technology, the legal provisions applicable at the place of use, including the provisions of Foreign Trade Law and the regulations and guidelines set by the authorities, professional organisations and trade associations. All products shall be in accordance with the latest version of security regulations and, on transfer, shall be accepted by the relevant inspection authorities as well as approved for the intended purpose. The Contractor shall be obliged also to provide the security data sheets applying to the delivery together with the delivery. He shall indemnify the Buyer in respect of all third-party recourse claims in case the Buyer fails to deliver the security data sheets or does so with a delay or with errors.
2. If the Contractor has concerns regarding the type of performance requested by the Buyer, he shall inform the Buyer of this immediately in writing.
3. The Contractor warrants that he shall use environmentally friendly products and processes when providing his deliveries or services and also for supplies or third-party ancillary services to the extent that this is economically and technically feasible. He shall be liable for the environmental compatibility of the products delivered and for all consequential damage resulting from the violation of statutory recycling duties.
4. The Contractor shall be entitled to alter the object of the contract and hence the related service only after the Buyer's prior written approval. Amendments carried out without the Buyer's written approval and their consequences shall be the Contractor's responsibility.
5. The Buyer may also demand changes to the object of the delivery or performance after the contract has been concluded to the extent that this can reasonably be expected of the Contractor. In the case of such changes to the service, the additional or reduced costs resulting from this shall be determined on the grounds of the calculation and order basis of the main contract. If the Contractor fails to provide a written notice stating a need to extend the contractually agreed deadlines and dates by reason of the changes to the contract, an extension of such deadlines and dates is precluded unless they are obviously necessary.

XI. Defect claims, limitation period

1. The Buyer shall also generally have the right to choose the type of supplementary performance for service contracts. Section 439 BGB shall apply accordingly.
2. The place of performance for supplementary performance is the location of the product according to the terms of the contract.
3. In particular, the Contractor shall bear all costs incurred in the context of defect identification and removal, also if incurred by the Buyer, especially examination costs, costs of dismantling and installation, transport, travel, labour and material costs.
4. In the case of a replacement delivery, the Buyer need not make a payment or provide compensation for the value of using the originally delivered defective goods.
5. In the case of a defect, in addition to his legal defect claims, the Buyer may, after a reasonable period for the removal of the defect specified by him has passed unsuccessfully, himself remove the defect from a product delivered or manufactured

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item and demand reimbursement of the expenses incurred, unless the Contractor rightly refuses supplementary performance. In this context, the legal provision regarding self-remedy of defects for a service contract (Section 637 BGB) accordingly shall apply to the purchase agreement.

In order to prevent an acute danger of significant damage, the Buyer may also remove the defect, commission others to remove the defect or arrange for a replacement at the Contractor's expense, without being instructed to do so by the Contractor, if, owing to the given levels of urgency, the Contractor can no longer be informed of the defect and impending damage or be given the opportunity to provide help.

6. To the extent that nothing to the contrary has been expressly agreed or unless the law specifies a longer limitation period, the limitation period for defect claims shall be 36 months; the limitation period for defect claims relating to structures or items used for a structure according to their usual mode of use and which caused its defectiveness shall be 5 years.

The limitation period shall commence with the transfer of the delivery item to the Buyer or to the third party named by the Buyer at the address specified by the Buyer. The limitation period for delivery items installed at the delivery address shall commence with the finished installation; if installation by the Contractor is agreed, it shall start with successful installation; for trial operations, it shall start as soon as this has been carried out without objections. To the extent that acceptance is intended legally or contractually, the limitation period shall commence with successful acceptance. If the agreed installation, start-up, performance of the agreed test operations or the contractually agreed acceptance is delayed without this being the Contractor's responsibility, the limitation period shall start no later than 6 months after delivery of the delivery item. In the case of a contract for work, the limitation period shall always commence on acceptance.

7. If the Contractor provides a replacement product as part of supplementary performance, the limitation period for this replacement product shall restart. If the Contractor carries out extensive rework as part of supplementary performance, the limitation period, with regard to the defects constituting the reason for the supplementary performance and their causes, shall restart, unless, regarding rework, the Contractor expressly reserved the right to carry out such work merely out of goodwill, to avoid disputes or in the interests of maintaining the supply relationship.

8. By confirming receipt of the deliveries and approving the drawings submitted, the Buyer shall not be deemed to have waived the right to assert defect claims and other rights.

XII. Discontinued production, delivery of spare parts

1. The Contractor shall be obliged to deliver spare parts for the period in which the goods can ordinarily be expected to be technically usable, and for a period of no less than 10 years after delivery of the delivery item in reasonable condition.

2. If the Contractor ceases delivery of the delivery item after the said period or during this period, the Buyer shall be given the opportunity to place a final order. The Contractor shall give notice of the discontinued products promptly with a notice period of no less than 3 months.

XIII. Property rights

1. The Contractor warrants that the delivery or service items are exempt from third-party rights (particularly patents, licenses, design patterns, petty patents or other property rights) in Germany or in the destination country, to the extent that he is aware of this.

2. The Contractor shall be obliged to inform the Buyer before concluding the Contract whether property rights apply or have been registered regarding his product.

3. If claims are made against the Buyer for a violation of property rights in the sense of Section XIII 1, the Contractor shall assist the Buyer by bearing all costs of the dispute.

4. The Contractor shall indemnify the Buyer in respect of all third-party claims of a violation of property rights in the sense of Section XIII 1 and shall compensate for any potential loss or damage.

5. The parties shall inform each other immediately in writing if claims are made against one of them for violation of property rights.

6. If the contractual use of the delivery or service item is negatively affected by third-party property rights in the sense of Section XIII 1, the Contractor shall, regardless of other contractual and legal duties, be obliged either, at his own expense and after consultation with the Buyer, to obtain from the authorised party the right for the Buyer to use the delivery or service item in accordance with the Contract, without restriction and without additional costs or to amend the parts of the products or services affected by the property right so that they are no longer affected by the property rights while simultaneously still meeting the contractual requirements.

XIV. Product and producer liability, compensation, insurance

1. If claims are made against the Buyer for domestic or foreign product liability regulations based on the defectiveness of the product, owing to a product made by the Contractor, the Buyer shall be entitled to claim compensation for such damage from the Contractor to the extent that this is caused by the latter's products.

2. As part of responsibility for the product, the Contractor shall be obliged to indemnify the Buyer in respect of third-party compensation claims when first requested to do so and in respect of all costs and expenses including potential costs of litigation.

3. The Buyer shall, before a recall action fully or partially caused by a defect in a contractual object delivered by the Contractor, inform the Contractor, give him the opportunity to become involved or discuss efficient performance with him, unless the special urgency of the situation fails to allow the Contractor to be informed or to become involved. To the extent that a recall action is the consequence of a defect in a contractual object delivered by the Contractor, the Contractor shall bear the costs of the recall action.

4. The Contractor warrants that he shall maintain product liability insurance at his own expense including an appropriate cover of at least €2 million for each injury to persons or damage to material. The policy shall insure against all risks from product liability, including the recall risk. The Contractor shall present relevant evidence of insurance on request. This shall not affect any further compensation claims.

5. If the Buyer requests this, the Contractor shall provide individual evidence regarding compliance with the Device Protection Regulations. If the Contractor is unable to provide such evidence or cannot do so within a reasonable period set by the Buyer, the Buyer shall be entitled to rescind the Contract if there is reason to assume that a delivery or service does not meet applicable security requirements or if there is a significant risk even if the delivery or service is used according to specifications.

XV. Confidentiality, publication

1. The Contractor shall be obliged to keep confidential the conditions of the order and contract made and all information and other documents provided for this purpose, regardless of their form, as well as all findings and experiences obtained himself based on details provided by the Buyer and to use these only to carry out the order.

2. The Contractor shall treat the making of the Contract confidential. Without obtaining prior written approval from the Buyer, the Contractor may not refer to the business relationship in any publications, e.g. advertising materials and reference lists etc. and may not display the delivery items manufactured for the Buyer. This shall also apply to use as a reference.

3. The Contractor shall accordingly impose restrictions on his sub-contractors and employees.

XVI. Copyright rights and rights of use

The Contractor shall transfer to the Buyer with the delivery or service, the unlimited power of disposal and right of use of the results of the delivery or service (including ideas, drafts, drawings, specifications, documents and designs) and of the software. The Buyer may, taking account of third-party personal rights, dispose of them as a proprietor, either in his own company, in related companies or through third parties. For this purpose, the Contractor hereby grants the Buyer the irrevocable right without restrictions in terms of time or place and without material restrictions and without imposing a separate

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charge, particularly all copyright rights of use and claims regarding the services, service results, software and works provided by the Buyer. This also includes the provision of the source code of the software, which the Contractor developed specifically for the Buyer (individual software). The Buyer shall be entitled to use the performance results, works and software in all known and unknown types of use, particularly to change them and to use the changed items to the same extent as the original ones. The Buyer shall be entitled to transfer the rights and to grant licences to third parties. The said rights granted continue to apply indefinitely after the end of the contract. If the Contractor makes use of third parties to perform the Contract, he shall obtain their rights of use and transfer them to the Buyer to the same extent.

XVII. Info requirements, REACH, export control and customs, Compliance, communication tools, Energy efficiency

1. The Contractor shall provide the Buyer with all necessary information regarding dispatch, export and security-related topics regarding the products, particularly hazardous goods declarations, security data sheets and long-term supplier declarations.

2. The Contractor shall be obliged to inform the Buyer in his business documents of potential authorisation requirements for (re-) exports of his products according to German, European or US export and customs regulations as well as export and customs regulations of the country of origin of his products. For this purpose, the Contractor shall include the following minimum information in his offers, order confirmations and invoices with regard to the relevant item positions:

- the export list number according to Appendix AL for the German Foreign Trade Act or comparable list positions on the relevant export lists,
- for US goods, the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR),
- the origin of his products and of components of his products according to trade politics, including technology and software,
- whether the goods were transported through the USA, manufactured or stored in the USA or manufactured with the help of US technology,
- the statistical goods number (HS code) of his products, as well as
- a contact person in his company to clarify potential queries by the Buyer.

If the Buyer requests this, the Contractor shall be obliged to provide the Buyer in writing with all additional foreign trade data regarding his products and their components and to inform the Buyer instantly of all changes to the above data in writing (before the delivery of the relevant products affected thereby).

3. All shipments to the Buyer will be administered by an Authorised Economic Operator (AEO). All resulting obligations concerning the compliance with safety regulations will be observed.

4. The Contractor explicitly undertake to deliver products which meet all the requirements of the European Regulations (EC) 1907/2006 ("REACH") and (EC) 1272/2008 ("CLP Directive"). This particularly includes, but is not limited to, the registration and notification duties under REACH as well as the obligation to classify, mark and package in accordance with CLP. In this regard the Contractor will, at the Buyers request, provide the Buyer with safety data sheets referring to substances and mixtures for making the Buyers determination as to the suitability of the Contractors materials. Prior to the first delivery, the Contractor will automatically send the Buyer safety data sheets in due time and repeatedly as soon as relevant changes become necessary.

Fulfillment in particular of the registration duty but also of the obligation to supply current and complete safety data sheets, which have to meet the applicable REACH and CLP regulations, is considered by the Buyer to be the essential basis of any delivery. In the event that the Contractor does not deliver any safety data sheets or delivery is delayed or in defective condition, the Contractor shall release the Buyer from any claim for compensation of third parties. The same applies to all later changes.

If we are provided with articles according to the definitions used within the REACH regulation, the Contractor will undertake to deliver only products whose content of substances of very high concern included in the European Chemicals Agency's "Candidate List" does not exceed 0.1% (m/m). Furthermore the Contractor will undertake to inform the Buyer automatically when being aware of any materials (substance, mixture, or article) delivered that contain any substance of the candidate list – even when falling below the limit of 0.1%.

5. The Contractor represents, warrants and covenants to the Buyer that it will:

- comply with the Code of Conduct of the Buyer in its current version as made public from time to time at the webpage of Buyer [web-address], all applicable anti-corruption and anti-bribery laws;
- not tolerate any form of, and shall not engage directly nor indirectly in any form of corruption or bribery, and shall not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain or retain business or secure some other improper advantage;
- notify the Buyer as soon as possible after becoming aware of any breach of these warranties and fully cooperate with the Buyer in clarifying the matter;
- take reasonable steps to ensure that any of its affiliates, agents and representatives performing any activities in connection with a contract comply with the obligations under this Section.

In the event a material breach of any of the warranties or undertakings under this Section has occurred or is reasonably likely to occur, the Buyer may terminate the respective contract with immediate effect by written notice to the Contractor and the Contractor shall indemnify the Buyer for all losses incurred as a result of such occurrence

6. The Contractor generally agrees to use the electronic tools provided by the Buyer as part of making and performing the Contract. The Contractor shall bear any related additional fees.

7. Within the framework of the energy management according to DIN EN ISO 50001:2011 the contractor is required to apply the most energy efficient technology taking into account the defined specifications concerning economics and technical feasibility. When quoting for any operating equipment or system on the premises of Singulus, that might constitute a significant influence on energy consumption, the contractor commits to providing an energy efficient alternative in addition to the conventional offer.

XVIII. Place of performance, jurisdiction, choice of law, final provisions

1. If one provision or individual parts of a provision of these Conditions of Purchase are invalid, this shall not affect the validity of the Conditions of Purchase as a whole and/or of other agreements made between the parties. If, in the case of an invalid provision, no relevant law applies, the parties agree to replace the invalid provision with a valid provision approximating the economic purpose of the invalid provision as closely as possible.

2. To the extent that nothing to the contrary has been agreed, the place of performance for deliveries or services shall be the delivery address shown in the order. For all other obligations on both sides, the Buyer's main site shall be the place of performance.

3. If the Contractor is a general merchant, a legal entity under public law or special assets under public law, the Buyer's registered office shall be the jurisdiction. However, action may also be brought against the Contractor at his general jurisdiction.

4. The law of the Federal Republic of Germany shall also apply excluding UNCISG dated 11/4/1980.

5. The contract language shall be German. To the extent that the parties make use of an additional language, the German version shall take precedence.

6. The Buyer shall be entitled to save and manage the Buyer's data as part of the legal provisions and to pass it on within the Group and to third parties to the extent that this is required for operations.