

## General Terms and Conditions for Deliveries and Services

### 1. GENERAL TERMS AND CONDITIONS - SCOPE

- 1.1 The delivery of all goods (including but not limited to machinery, spare parts, components, upgrades, chemicals, consumable materials, wear parts, referred to hereinafter as "**GOODS**"), as well as the provision of all services (including but not limited to ancillary services, such as consulting, training, service and maintenance services, hereinafter collectively referred to as "**SERVICES**") by **SINGULUS TECHNOLOGIES AG** (hereinafter "**SINGULUS**") are based primarily on any existing separate contractual agreements, as well as these General Terms and Conditions, unless SINGULUS has expressly rendered these General Terms and Conditions invalid in writing or as part of a written contract. SINGULUS does not recognize the customer's general business terms. The customer's general business terms shall apply only if and to the extent that they have been expressly accepted in writing by SINGULUS.
- 1.2 Any reference to the ICC INCOTERMS shall be considered a reference to the INCOTERMS definitions as they stand at the time of the reference. In case of any contradiction between ICC INCOTERMS and these General Terms and Conditions, the latter shall take precedence.
- 1.3 The provisions of the German Civil Code and the German Commercial Code shall apply in addition to these General Terms and Conditions.

### 2. OFFERS / CONTRACTS

- 2.1 Offers made by SINGULUS are generally non-binding, unless SINGULUS indicates a different provision in the offer, expressly and in writing. Customer orders only become binding upon written confirmation by SINGULUS, even if they refer to a preceding offer by SINGULUS. Until written confirmation, SINGULUS reserves the right to make changes. Verbal agreements, as well as contract changes or amendments only become binding upon written confirmation by SINGULUS via fax or email.
- 2.2 Technical data, prices, figures and other information contained in catalogues, brochures and flyers, as well as general information in data sheets and drawings annexed to offers are non-binding, unless otherwise stated in writing.
- 2.3 SINGULUS hereby reserves all rights, including ownership and copyright, to all offers, contracts, cost estimates, drawings, illustrations and other documents and sales materials; these items may only be used for the contractually agreed purpose or the purpose intended for the planned contractual collaboration and may not be copied, reproduced or made available to third parties except with prior written agreement from SINGULUS. No licenses are granted, and no rights are assigned, either explicitly or implicitly.
- 2.4 In special cases, SINGULUS reserves the right to change the design and, in case of a shortage of raw materials and vendor parts, to use other materials and parts which are suitable for the contractually agreed or customary purpose, as long as the customer has no overriding conflicting interests of which SINGULUS is aware.
- 2.5 If no order is placed with SINGULUS, all sales materials and other documents provided to the customer must be returned to SINGULUS upon request, immediately and without a special request being required.
- 2.6 All offers and obligations on the part of SINGULUS are subject to the applicable public approval requirements, including the current export regulations of the Federal Republic of Germany, and are subject to issuance of the required authorisations.

### 3. PRICES; PAYMENT TERMS

- 3.1 Unless agreed otherwise, all prices are given as EXW from SINGULUS (Kahl am Main or Fürstenfeldbruck location) in accordance with ICC INCOTERMS, excluding packaging, installation, commissioning and operation. Packaging is invoiced at cost price.
- 3.2 The minimum order value for GOODS and/or SERVICES is set at 100.00 EUR (net). If the value of a customer order is below 100.00 EUR (net), SINGULUS will charge a processing fee of 25.00 EUR (net) per order.
- 3.3 Prices do not include taxes, customs tariffs and duties (specifically VAT, purchase tax, consumption tax, transportation tax and similar taxes, as well as export and import duties and other duties). To the extent to which they apply and are payable by SINGULUS, these charges will be indicated separately on the invoice or billed to the customer separately by SINGULUS. The deduction of a discount or an early payment discount is subject to express, written agreement from SINGULUS.
- 3.4 Unless agreed otherwise, the customer will reimburse SINGULUS for reasonable travel and accommodation costs and expenses incurred in conjunction with the delivery of the GOODS or the provision of SERVICES.
- 3.5 Unless agreed otherwise, SINGULUS hereby reserves the right to change prices accordingly in case of cost increases, particularly as a result of labour contracts (employee wage and benefit increases) or increases in the cost of materials.

- 3.6 Unless expressly agreed otherwise, the customer must remit payments such that the invoice amount is irrevocably credited to SINGULUS' bank account within 15 days of the invoice date. In case of a late payment, SINGULUS reserves the right to charge the customer default interest at the statutory rate. In case of a partial delivery, SINGULUS has the right to invoice corresponding partial amounts. Unless agreed otherwise, payments must be made in EUR. If the customer makes their payment in a different currency, SINGULUS will, if possible, convert this payment to EUR on the effective value date on SINGULUS' bank account, and the customer will be liable for any price differences and bank fees resulting from the conversion. If conversion to EUR is not possible, the customer must make the payment in EUR. Any payment already made in a foreign currency will then be reimbursed by SINGULUS.
- 3.7 Payments must be made exclusively to the accounts of SINGULUS by the due date, free of charge and without any deduction. Fees, expenses, etc. spent by SINGULUS in conjunction with the acceptance of bills of exchange or cheques, based on a special agreement between SINGULUS and the customer, will be borne by the customer.
- 3.8 Money orders, cheques, bills of exchange and other forms of payment will only be accepted based on special agreements and must be free of bank fees, fees and other duties and expenses.
- 3.9 The customer may only offset against uncontested or accepted claims. The customer is likewise only entitled to a right of retention if their claims are uncontested or legally accepted by SINGULUS.
- 3.10 In case of a payment delay, SINGULUS is entitled, without prejudice to any other rights, (e.g. to payment of the statutory default interest), to demand advanced payment for deliveries not yet made and services not yet rendered and to declare all obligations from the business relationship due immediately. SINGULUS is furthermore entitled to provisionally suspend all deliveries and services until the customer has remitted all payments due.

#### **4. DELIVERIES**

- 4.1 Deliveries will be made on the days indicated on SINGULUS' order confirmation. If, according to the order confirmation, the delivery is scheduled for a certain calendar week, the delivery will take place EXW SINGULUS on the Friday of that calendar week. The time of delivery by SINGULUS depends on (i) the clarification of all commercial and technical issues between the parties and the issuance of all required public authorisations (e.g. export authorisations), (ii) the timely fulfilment of all contractual obligations by the customer and (iii) timely and proper delivery by SINGULUS' suppliers. SINGULUS will immediately inform the customer of any foreseeable delays.
- 4.2 Unless agreed otherwise, GOODS will be delivered EXW from SINGULUS (Kahl am Main or Fürstenfeldbruck locations) in accordance with ICC INCOTERMS. Partial deliveries are permissible. The GOODS will be provided packaged and labelled for pick-up. If SINGULUS loads the GOODS, it does so at the risk and expense of the customer.
- 4.3 If an order is submitted from 13:00 on a workday and a express shipment (same-day shipping) is requested, the customer will be charged a 100.00 EUR courier fee in addition to the freight costs.
- 4.4 The customer is not entitled to refuse to accept delivery in the case of negligible defects. In such cases, the delivery deadline is considered to have been met. Defects are considered negligible if they do not affect the contractual use of the GOODS supplied by SINGULUS or affect it only insignificantly.
- 4.5 If a part (or spare part) must be replaced due to a defect for which SINGULUS is liable, then SINGULUS is entitled to replace it using a comparable or similar part instead of the original part, as long as this does not impair the contractual use of the GOODS originally supplied by SINGULUS.
- 4.6 Packing material will not be taken back. The customer is obligated to properly dispose of the packaging at their own expense.
- 4.7 The customer is aware that the delivery of GOODS may be subject to German and international export rules and regulations in their respectively applicable version. The customer will not further export GOODS received from SINGULUS, if this would result in a violation of such export rules and regulations. The customer hereby releases SINGULUS from any obligations under the contractual relationship in case the fulfilment of such obligations would result in a violation of German or international export rules and regulations. SINGULUS assumes no liability for damages that may result from the non-fulfilment of such contractual obligations.

#### **5. ASSEMBLY, MAINTENANCE AND OTHER SERVICES**

- 5.1 The provisions of Clause 5 shall apply if, based on the agreement, the GOODS supplied to the customer by SINGULUS are to be installed, built onto machines and/or systems and commissioned, tested and/or serviced by SINGULUS at the location of the customer or of a third party (hereinafter jointly "**ASSEMBLY SERVICES**"). Clause 5 applies accordingly if SINGULUS contracts an appropriate and qualified third party in writing to provide such ASSEMBLY SERVICES and if SINGULUS commits themselves to the customer to supervise the performance of such ASSEMBLY SERVICES by an appropriate and qualified third party contracted by the customer.

- 5.2 The start of provision of ASSEMBLY SERVICES depends on the customer's written confirmation to SINGULUS to the effect that the customer has made all of the required facilities available at the installation site and concluded all preparatory work in accordance with the provisions of the current agreement, such that the ASSEMBLY SERVICES can begin without delay upon the arrival of SINGULUS' service personnel. SINGULUS is entitled to inspect the installation site prior to deploying their service personnel. During the implementation of ASSEMBLY SERVICES, the customer must ensure that the installation site remains in proper order and that the service personnel have unlimited access to the installation site and to the machine and/or system during the implementation of ASSEMBLY SERVICES, so that SINGULUS is able to provide all ASSEMBLY SERVICES without interruption. The customer must take the system out of operation for an appropriate period of time to allow ASSEMBLY SERVICES to be implemented.
- 5.3 The customer will provide the service personnel with a locking storage room near the installation site in which to store machine parts, tools and other materials, as well as sanitary facilities (European standard) with proper lighting, heating and washing facilities.
- 5.4 Tools, devices and other assembly equipment provided by SINGULUS will remain the sole property of SINGULUS. The customer will adequately assist the service personnel with transport and/or shipping of the assembly and testing equipment.
- 5.5 Statements by SINGULUS with regard to the start time, duration and completion of ASSEMBLY SERVICES are made based on the information available, to the best of their knowledge and are non-binding. If the provision of ASSEMBLY SERVICES is delayed due to circumstances for which SINGULUS is not liable, the customer will bear all reasonable costs resulting from the delay, in particular maintenance and travel costs, as well as the travel costs of the SINGULUS service personnel. In case of delays, SINGULUS is entitled to dispatch their service personnel to a different location.
- 5.6 SINGULUS will retain ownership of all GOODS supplied and all GOODS installed by SINGULUS service personnel until the purchase price is received in full. SINGULUS will implement the ASSEMBLY SERVICES in accordance with the technical planning and, if applicable, in accordance with the project or machine schematics of SINGULUS, including the required quality control and checks.
- 5.7 GOODS supplied to the customer not by SINGULUS but by a third party will only be installed by SINGULUS service personnel with express written agreement from SINGULUS, and such installations will be invoiced separately. In this case, SINGULUS only accepts liability for the work performed by SINGULUS, not for the GOODS.
- 5.8 The SERVICES provided by SINGULUS service personnel at the installation site and the corresponding work hours will be confirmed by the customer on a daily basis, and at the very least on a weekly basis, in a service report provided by SINGULUS, of which the customer will retain a copy.
- 5.9 SINGULUS will not be held liable for any defects and/or damage resulting from any action or omission on the part of the customer, their employees and agents (e.g. incorrect operation, use of the wrong chemicals or consumable materials), nor for any defects and/or damage for which SINGULUS is not responsible.
- 5.10 The customer will assist SINGULUS in finding appropriate room and board (European standard) for the service personnel near the installation site for the duration of the ASSEMBLY SERVICES.
- 5.11 The customer will inform SINGULUS of all formalities (registration) required by the local authorities and all applicable safety regulations, promptly and before the arrival of service personnel. The customer will assist SINGULUS in obtaining, in a timely fashion, all authorisations required to implement the ASSEMBLY SERVICES at the installation site in accordance with the applicable legislation, in particular visas, residency permits and work permits. Moreover, the customer will assist SINGULUS service personnel in dealing with local authorities. The customer will likewise represent the SINGULUS service personnel before the authorities to the extent that this is requested or required.
- 5.12 The customer will cover or reimburse SINGULUS for all public dues (e.g. taxes, national insurance contributions, fees, other charges, etc.), incurred by SINGULUS or by the service personnel of SINGULUS as a result of the ASSEMBLY SERVICES implemented at the installation site.
- 5.13 In case of an illness, accident, kidnapping or death of service personnel, the customer will immediately inform SINGULUS. The customer will ensure the immediate and qualified medical treatment, transportation to hospital, etc. and will cover all related costs and expenses and, if necessary, also transportation back to Germany. The customer will also assist SINGULUS in clarifying the issue and coordinating with local authorities and facilities. SINGULUS will reimburse the customer the resulting costs and expenses upon request.

## **6. TRAINING**

- 6.1 The provisions of Clause 6 shall apply if a separate agreement stipulates that a training course will take place at the SINGULUS facility, at the facility of a sub-supplier of SINGULUS or at the customer's facility.
- 6.2 SINGULUS will set a date on which to train the customer's personnel. If the customer's technicians do not attend their training course, their training will be considered to have been fulfilled. If the training takes place with fewer than the agreed number of customer technicians, the customer may not request any additional training times.

- 6.3 The claim to a training course expires 6 months after conclusion of contract, unless agreed otherwise.
- 6.4 Regardless of where a training course will take place as per the separate agreement, the cost for the arrival and departure of the customer's employees, as well as the cost of their room and board and all wage costs and ancillary wage costs or other expenses and taxes for the duration of the training will be borne by the customer.

## **7. WARRANTY CLAIMS**

- 7.1 The customer must inspect the GOODS supplied by SINGULUS immediately upon receipt from SINGULUS and, if any defect is found, the customer must immediately notify SINGULUS in writing. Should the customer fail to provide such notification, the GOODS will be considered approved, except in the case of a defect which cannot be established through inspection. If such a defect should become apparent later on, SINGULUS must be notified immediately upon discovery of the defect; otherwise, the GOODS will be considered approved with regard to this defect, as well.
- 7.2 Unless agreed otherwise, the warranty period for the GOODS supplied will be 12 months from the date of delivery. This does not apply if SINGULUS has fraudulently concealed a defect. For customer claims which target compensation for bodily harm or injury to health due to a defect for which SINGULUS is liable or which are based on intent or gross negligence on the part of SINGULUS or their agents, the statutory periods apply. SINGULUS cannot be held liable for defects or damage resulting from any of the following causes: (1) Normal wear, normal abrasion or corrosion (including the consumption of substrates and dies or other raw, auxiliary or operating materials), (2) Incorrect or negligent treatment or incorrect installation or commissioning by the customer or a third party, (3) Failure to perform maintenance or cleaning at all or on time, (4) Subjection to stresses higher than those specified by SINGULUS, (5) Use of inappropriate parts and materials, (6) Improper condition of customer buildings (including the required connections and supply lines) or (7) Other natural or unnatural influences not caused by SINGULUS.  
SINGULUS is excluded from liability if the maintenance and service instructions in the documentation supplied by SINGULUS (maintenance manual, machine documentation) are not followed or if maintenance or service work is performed incorrectly, to the extent that this leads to damage. If a defect is caused by an action or omission on the part of the customer or a third party, SINGULUS cannot be held liable for this defect. A defective part must be shut down immediately and, after consultation with SINGULUS, taken out of the system or out of running operation if its continued functioning or use can foreseeably cause damage. In case of doubt, the customer must immediately shut off the system to avoid further damage and consult with SINGULUS as to how to proceed.
- 7.3 Customer claims for defects are excluded in case of negligible quality defects. A negligible quality defect is one that does not affect the contractual use of the GOODS supplied by SINGULUS or affects it only insignificantly. This does not apply to customer claims which target compensation for bodily harm or injury to health due to a defect for which SINGULUS is liable or which are based on intent or gross negligence on the part of SINGULUS or their agents. If the supplied GOODS are defective, SINGULUS can choose, at their own discretion, to either correct the defect or supply GOODS free from defects. If it is not possible to either correct the defect or supply an item free from defects in the first place, if SINGULUS refuses to do so without justification or takes an unacceptably long time or fails to rectify the defect after repeated attempts, the customer can choose to either reduce the price or cancel the contract. SINGULUS can refuse to rectify the defect and to supply an item free from defects if this is possible only at a disproportionate cost.
- 7.4 If SINGULUS does not perform the contract within a reasonable period set by the customer, and the customer therefore would have the right to cancel the contract (rescission) or demand damage compensation instead of the service, SINGULUS can give the customer a reasonable deadline by which to submit a statement on whether or not the customer insists on performance. Until the customer informs SINGULUS of their decision, SINGULUS is not obligated to perform.

## **8. DECONTAMINATION**

- 8.1 The customer is aware that certain GOODS supplied by SINGULUS may be contaminated due to contact with chemicals or hazardous materials during the production process and that contact with such contaminated GOODS is or can be harmful to health.
- 8.2 In case of doubt, if there is any suspicion, the customer must inform SINGULUS immediately and prevent their employees or other persons from unprotected exposure to these GOODS until they receive appropriate confirmation from SINGULUS, stating that contact with these GOODS is not hazardous or explaining which safety precautions should be taken before such contact.
- 8.3 If contaminated or potentially contaminated GOODS are to be repaired or replaced under the warranty, the customer must inform SINGULUS immediately before further measures are taken. Upon receipt of such notification, SINGULUS will decide whether or not these GOODS will need to be decontaminated and whether the decontamination should take place at the customer's facility or whether the contaminated



GOODS should be brought as hazardous materials to SINGULUS or another location determined by SINGULUS for decontamination. The customer may not undertake the transport of contaminated or potentially contaminated GOODS without the prior written agreement from SINGULUS.

- 8.4 If contaminated or potentially contaminated GOODS are brought to SINGULUS upon instruction, the customer is absolutely required to affix a correctly completed declaration of decontamination visibly on the outside of the packaging. Only if contamination can be safely excluded is it sufficient to state in the documents to be annexed that there is no contamination (tick mark next to "there is no contamination") and, in this case, to attach no further declaration of decontamination.
- 8.5 If there are no documents provided with the GOODS, or if the documents are not correctly completed or not properly affixed, SINGULUS will request it separately. For this purpose, the customer will be charged an expense allowance of 50.00 EUR per assembly. If, even after making such a request, SINGULUS still does not receive the necessary documents, SINGULUS is entitled to send the GOODS to a specialist for decontamination and charge the costs to the customer.
- 8.6 If the customer takes decontamination measures without prior written agreement from SINGULUS, SINGULUS is exempt of all warranty obligations with regard to the affected GOODS.
- 8.7 If, due to exceptional circumstances in an individual case, it has not been agreed otherwise, the costs of decontamination and transport of the contaminated or potentially contaminated GOODS will be borne by the customer.

## **9. LIMITATION OF LIABILITY**

- 9.1 SINGULUS is liable – irrespective of the legal basis – only for damage caused by an intentional or grossly negligent breach of duty on the part of SINGULUS or a legal representative or agent of SINGULUS.
- 9.2 If SINGULUS is held liable for direct damage, despite the lack of gross negligence and intent, the liability of SINGULUS will be limited to (1) the damage which could be typically expected in the specific situation and (2) the specific order value. The lower amount is applicable. In any case, SINGULUS is exempt from liability for consequential damage, lost profit, production downtimes and/or other collateral damage (i.e. damages to any assets other than the GOODS).
- 9.3 Compensation claims in accordance with the Product Liability Act, liability for injury to life, body or health caused by an intentional or grossly negligent breach of duty on the part of SINGULUS or a legal representative or agent of SINGULUS and liability for the lack of guaranteed characteristics will remain unaffected.
- 9.4 These limitations of liability also apply in favour of the employees and agents of SINGULUS.

## **10. RETENTION OF TITLE, INSURANCE**

- 10.1 SINGULUS shall retain ownership of the GOODS supplied until the agreed purchase price of the GOODS in question is received in full. If the GOODS are processed to, built into or mixed with other objects which do not belong to SINGULUS, then SINGULUS shall have co-ownership of the new or different objects in proportion to the invoice value of the GOODS supplied under retention of title in relation to the invoice value of the other materials.
- 10.2 The customer is obligated to handle the supplied GOODS with the required care until they have been paid for in full, as per Clause 10.1, and the warranty period has expired as per Clause 7.2.  
Until the above-mentioned time, the customer is also obligated to maintain the GOODS supplied by SINGULUS in good condition, to use them only for the contractually agreed purpose and to keep them at the agreed delivery address or at a delivery address known to SINGULUS and not to move them to a different location without prior approval from SINGULUS.
- 10.3 In particular, the customer is obligated to insure the GOODS at their own expense against breakage, fire, water and theft and to provide proof of this insurance upon request within a reasonable period of time. Otherwise, SINGULUS has the right to take out such an insurance policy at the expense of the customer. Until the purchase price is paid in full, the customer will assign their claims from this insurance to SINGULUS. SINGULUS accepts the assignment.
- 10.4 The customer must immediately inform SINGULUS in writing of any seizure of the GOODS supplied by SINGULUS under retention of title and any other interventions by third parties, including insolvency administrators or temporary insolvency administrators, as well as of any theft of and damage to GOODS, so that SINGULUS can potentially take appropriate judicial and extra-judicial measures. Upon consultation with SINGULUS, the customer will also take such measures – to the extent necessary – or assist SINGULUS in implementing these measures to the best of their ability. If the third party is not able to compensate SINGULUS for the costs of such judicial or extra-judicial measures, the customer will be held liable to SINGULUS for the resulting damages.
- 10.5 If the retention of title as per the provisions above is not valid or not enforceable according to the law in the place where the affected GOODS are located, the retention of title will be retroactively replaced by whichever securing agreement is valid and enforceable in the location in question and comes as close as possible to the provisions above. The customer is obligated to cooperate with all measures (e.g. signing documents

before a notary, authorities or institutions) which are required to allow and uphold this securing agreement or a retention of title in accordance with the applicable provisions in the location in question.

- 10.6 The customer hereby grants SINGULUS the irrevocable and unlimited right to access the premises of the customer for the purpose of implementing their retention of title over the items supplied and spare parts, in particular for the purpose of picking them up.

## 11. TRANSFER OF RISK

- 11.1 The risk of accidental damage or accidental destruction of the GOODS will be transferred to the customer, as per the provisions of the applicable ICC INCOTERMS, for EXW deliveries from the SINGULUS facility in Kahl am Main or from the Fürstenfeldbruck facility, unless a different INCOTERM has been agreed. This also applies if SINGULUS loads the GOODS and has initially covered the transport cost or other services.
- 11.2 If the shipping of GOODS is delayed for reasons on which SINGULUS has no influence, the risk is transferred to the customer, as soon as the latter receives notification from SINGULUS that the GOODS are ready for pick-up.

## 12. CONFIDENTIALITY

- 12.1 The customer is obligated to maintain confidentiality over and refrain from making public or accessible to third parties, in particular competitors of SINGULUS, all technical and commercial information concerning the hardware and the technical/chemical processes taking place therein, the technical documentation and software of the supplied GOODS and SERVICES (e.g. compositions, drawings, applications, methods, chemical formulas, recipes, etc.) and other information, including technical and commercial trade secrets which are either classified as confidential or should be considered confidential due to the circumstances under which they were made available or made known to the customer (referred to hereinafter as "**KNOW-HOW**"). Through this confidentiality clause, the customer specifically obligates themselves to

- refrain from passing KNOW-HOW to third parties or making it accessible to third parties, in particular competitors of SINGULUS, by showing them layouts, diagrams, specifications, user manuals or other documentation containing KNOW-HOW; and
- to refrain from revealing the GOODS and their functions to third parties, in particular competitors of SINGULUS, by allowing the GOODS to be inspected or presented while opened or with parts removed or in any other manner.

The customer will take all the appropriate and necessary measures to protect the KNOW-HOW from illegal inspection (including reverse engineering), transmission, distribution and use. The customer will only make the KNOW-HOW available to employees or agents who work with the GOODS and SERVICES and need the KNOW-HOW for this work. Before the customer makes the KNOW-HOW available to their employees or agents, the customer will inform them that the KNOW-HOW is confidential and must be treated with the same care as proprietary KNOW-HOW and will require them to maintain confidentiality in at least the same manner and to the same extent as specified in Clause 12.

- 12.2 This confidentiality agreement does not cover any information which
- was demonstrably already known to the customer through written materials, documentation or other evidence at the time it was made available to them by SINGULUS, unless this knowledge was based on the violation of confidentiality agreements or
  - was publicly available without the customer's intervention or
  - had been given to the customer by a third party without a confidentiality obligation that did not obtain this information directly or indirectly from SINGULUS.
- 12.3 The customer may not copy or use reverse engineering to analyse the design and construction of the GOODS or of parts of the GOODS either directly or indirectly.
- 12.4 SINGULUS reserves all rights to the KNOW-HOW, regardless of the type of embodiment and regardless of the form in which it was received, for example in electronic, optical or magnetic form or on other data storage media, in documents, specifications, process flow diagrams or program print-outs.
- 12.5 This confidentiality agreement will still stand once the contractual obligations between the customer and SINGULUS have been fulfilled.
- 12.6 The customer is obligated to protect SINGULUS and their business activity and agrees that the provision of damage compensation would only inadequately compensate for a violation of the confidentiality agreement of Clause 12. Furthermore, the customer accepts and confirms that an existing or threatening violation of this confidentiality agreement would cause SINGULUS irreparable damage and that SINGULUS would therefore be entitled to all the legal and other claims in order to obtain an interim injunction against the existing or impending violation of this confidentiality agreement if SINGULUS can demonstrate that the violation can result in damage without being required to prove actual damage.

## 13. SOFTWARE LICENCE

- 13.1 If software is included with the supplied items or spare parts, SINGULUS grants the customer the non-exclusive and non-transferable right to use this software and the associated documentation exclusively for operation and maintenance of the supplied GOODS. The customer does not have the right to use the software on other devices, systems or in a different manner.
- 13.2 The customer may not copy, edit, compile, decompile, reprogram, deconstruct or otherwise modify the software unless permitted under §§ 69d and 69e of the Copyright Act without the permission of the rights holder. The customer may not in any way remove, destroy or otherwise modify copyright notations on the supplied items or spare parts or on the software and/or documentation.
- 13.3 The rights of the customer to the software are limited to the rights expressly granted in these General Terms and Conditions or in the applicable contract in individual cases. SINGULUS reserves all rights and licences to the software which are not expressly granted to the customer through these General Terms and Conditions or the applicable contract.
- 13.4 SINGULUS ensures that any software which may be included with the GOODS has been tested for compatibility with the various operating systems used by SINGULUS customers world-wide and confirmed as compatible. However, due to the countless possible causes for calibration difficulties between different types of software and operating systems, SINGULUS cannot be held responsible or liable if any software which may be included in the GOODS should fail to smoothly harmonise with the operating system used by the customer.

#### **14. COMPLIANCE**

- 14.1 The customer represents, warrants and covenants to SINGULUS that it will:
  - comply with the Code of Conduct of SINGULUS in its current version as made public from time to time at the webpage of SINGULUS ([www.singulus.de](http://www.singulus.de)) and 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 SINGULUS as soon as possible after becoming aware of any breach of these warranties and fully cooperate with SINGULUS 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 Clause.
- 14.2 In the event a material breach of any of the warranties or undertakings under this clause has occurred or is reasonably likely to occur, SINGULUS may terminate the respective contract with immediate effect by written notice to the customer and the customer shall indemnify SINGULUS for all losses incurred as a result of such occurrence.

#### **15. LIABILITY FOR PATENT INFRINGEMENT**

- 15.1 Unless stated otherwise by SINGULUS, the supplied GOODS are, to the best knowledge of SINGULUS, free of property rights in the Federal Republic of Germany. If, as a result of these General Terms and Conditions, at the time a contract is concluded, the supplied GOODS or a part thereof should nonetheless infringe on a third party patent already issued and published in the Federal Republic of Germany or – if the supplied spare parts expressly contain a specific procedural law – should they infringe on patented procedural laws and should the customer be held liable due to this violation, SINGULUS will, at their own expense and at their own discretion within a reasonable period of time, obtain the customer the right to continue using the GOODS or the affected part thereof or to modify them or replace them with unproblematic spare parts or methods or – in case these measures are not possible or possible only at an unreasonable cost – allow the customer to cancel the contract. Apart from that, the limitation of liability as per Clause 9 shall apply. The customer is obligated to immediately inform SINGULUS if third parties invoke such rights violations.
- 15.2 Clause 15.1 does not apply if third party rights are violated by a design provided by the customer or a specification provided by the customer. In this case, the customer will do everything in their power to assist SINGULUS in defending themselves against all claims. Furthermore, the customer will release and hold harmless SINGULUS from all third party claims and compensate them for all damages and costs incurred as a result of or in conjunction with the violation of third party rights.

#### **16. FORCE MAJEURE**

Force Majeure: SINGULUS and the customer (hereinafter referred to separately or jointly as "party" or "parties") will be released from the obligations placed on them by the contractual relationship if it becomes impossible or unacceptable to fulfil these obligations due to Force Majeure. Force Majeure is defined as such circumstances as would permanently or temporarily render the fulfilment of contractual obligations impossible and is beyond the influence of the parties, in particular: labour disputes, riots, terror, government intervention, environmental catastrophes, in as far as they influence the contractual obligations. This also applies

if such circumstances befall the contractors/suppliers of the parties. A party is also not responsible for the above-mentioned circumstances if they occur during an existing delay. In important cases, the affected party informs the other party as soon as possible of the start and end of such obstacles.



**17. MISCELLANEOUS**

- 17.1 Changes and amendments to agreements concerning deliveries and services must be made in writing. This also applies to changes to the written form requirement.
- 17.2 If provisions of a written agreement are or become invalid or unenforceable, all invalid or unenforceable provisions will be replaced retroactively by valid and enforceable provisions which are as close as possible to the commercial intent of the invalid or unenforceable provisions.
- 17.3 The legal relationships and agreements between the parties are subject to the law of the Federal Republic of Germany, to the exclusion of the conflict of law rules. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 17.4 The customer is not entitled to assign any claims against SINGULUS to third parties, except with prior written agreement from SINGULUS.
- 17.5 All disputes resulting from or occurring in conjunction with agreements or the business relationship of the parties will be finally settled in accordance with the rules of arbitration of the German Institution of Arbitration (DIS) by an arbitrator appointed in accordance with the aforementioned rules of arbitration, without recourse to the ordinary courts of law or, if the customer is a merchant, corporate body under public law or a public separate estate, by the courts in Aschaffenburg, Germany, or a court competent for the customer, as decided by SINGULUS. In case of an arbitration procedure, SINGULUS and the customer will accept the arbitrator's decision as final and binding on them.
- 17.6 The initiation of an arbitration procedure as per Clause 17.5 will not affect the right of SINGULUS and the customer to obtain an interim injunction or garnishment or invoke other forms of interim legal protection before a competent court.
- 17.7 The language of correspondence and the language to be used for settling disputes is German, unless otherwise prescribed by mandatory rules of law. The venue for arbitration is Frankfurt am Main. The costs of dispute resolution will be borne in accordance with German civil procedure rules.