

Latest update: 01/03/2025

These GTC comprise the terms and conditions under which the Supplier is willing to supply Products to the Customer. Unless otherwise agreed in writing between the authorized representative of each of the Supplier and the Customer, the Contract is entered into on the basis of these GTC to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by either party in concluding the Contract, including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar documents. In the event of any conflict between these GTC and any other document or communication, the former shall prevail. By placing an Order for the Products, the Customer shall be deemed to have accepted these GTC.

1. Definitions

- 1.1. **GTC:** standard terms and conditions as set out in this document including any other terms and conditions agreed in writing between Supplier and the Customer.
- 1.2. **Contract:** contract for the sale and purchase of Products between the Customer and the Supplier.
- 1.3. **Customer:** person or company who places an order with the Supplier for the manufacture and/or supply of Products.
- 1.4. **Consumable Products:** labels and tags, linerless labels, ribbons, wristbands, RFID tags.
- 1.5. **Hardware Products:** printers, hand labelling devices, scanners.
- 1.6. **Order:** means an order in the form acceptable to the Supplier, placed by the Customer for the supply of Products and specifying the Products ordered.
- 1.7. **Products:** means all products (Consumable Products and/ or Hardware Products) the Supplier has agreed to supply the Customer under a purchase order.
- 1.8. **Specifications:** mean the design and specification of the Products.
- 1.9. **Supplier:** means SATO Europe GmbH, a limited liability company incorporated and existing under the laws of Germany with registered address at Waldhofer 104, 69123 Heidelberg, Germany and registration number HRB 716698.

2. General

2.1 **Exclusion of terms inconsistent herewith:** Only these GTC shall apply to sales by the Supplier. If the terms and conditions stated in the Customer's Order are inconsistent herewith or if they contain provisions purporting to exclude these GTC, the Supplier's acceptance of the Customer's Order shall constitute a counteroffer unless it notifies the Supplier at its registered office to the contrary in writing within seven (7) days of the Customer's acknowledgement of the Customer's order.

2.2 **Variation and waiver:** No variation, cancellation or waiver of these GTC shall be valid unless made in writing and signed by a duly authorized officer of the Supplier. At the request of the Customer, the Supplier will verify whether any named individual has the requisite authority.

2.3 **Errors and omissions:** Typographical and/or clerical errors or omissions shall be subject to correction.

2.4 **Assignment:** the Supplier may assign the Contract or sub-contract or sub-license all or any of its rights and obligations there under. All Contracts are personal to the Customer and no Contract nor any benefit nor obligation under any Contract may, without the prior consent in writing of the Supplier be assigned, mortgaged, charged, sub-contracted or otherwise disposed of by the Customer.

2.5 **Survival:** provisions of these GTC which either are expressed to survive expiration or termination of the Contract from their nature or context it is contemplated that they are to survive such expiration or termination, shall remain in full force and effect notwithstanding such expiration or termination.

2.6 **Headings:** The headings in these GTC are for convenience only and shall not affect their interpretation.

2.7 **Severability:** Any provision(s) of these GTC which in any way now or subsequently contravenes the law shall be deemed severable and shall not affect any other provision(s) herein.

2.8 **Changes:** the Supplier reserves the right, at their own discretion, to make changes or modifications to these GTC at any time and for any reason. The Supplier will alert the Customer about any changes by updating the "Last updated" date of these GTC, and the Customer hereby waives any right to receive specific notice of each such change.

3. Basis for sales

3.1 The GTC as set out below shall apply exclusively to all of Supplier's deliveries - including future deliveries - including consulting and other ancillary services.

3.2 The Supplier shall supply, and the Customer shall purchase the Products in accordance with an Order which is accepted by the Supplier. When a Customer orders products, they are considered to have agreed to these GTC. The Supplier has full discretion in this matter and is not obligated to accept any Order from the Customer.

3.3 No Contract will be considered finalized until the Supplier has confirmed receipt of the Customer's Order, either by (i) sending a written order confirmation or in another prearranged format, or (ii) starting to produce or create the goods listed in the Order.

3.4 The Customer may not cancel any Order that the Supplier has accepted unless the Supplier gives written approval and the Customer agrees to fully indemnify the Supplier for all loss (including profit loss), expenses (including labour and material costs), damages, and other costs that the Supplier suffered as a result of the cancellation.

3.5 All Supplier's offer documents such as illustrations, drawings, weight and dimensional data are to be considered as approximations, unless we have expressly indicated in writing that they are binding.

4. Acceptance

4.1 The Supplier's offers, estimates, quotations and price lists are without engagement and all Orders require the Supplier's acceptance in writing in order to create a Contract. Any such

acceptance shall nevertheless be subject to the Customer's credit being approved and to cancellation without liability at the instance of the Supplier should it subsequently find the Customer's credit inadequate.

5. Label designs

5.1 No responsibility is accepted for label designs whether designed by the Supplier or produced to the Customer's design. The Customer must ensure that any such designs do not infringe any copyright, design or other rights and shall indemnify the Supplier against any costs claims or demands resulting from any alleged infringement of copyright, design or other rights of third parties.

6. Materials and adhesives

6.1 The materials and adhesives to be used on any Products subject of a quotation by the Supplier and the accompanying report where such has been requested have been prepared after laboratory tests and are believed to be the most suitable for use in the particular circumstances in which the goods comprised in the quotation are stated to be required for use.

6.2 The Customer is at liberty to accept or reject the Supplier's recommendation as to materials or adhesives but if an Order is placed otherwise than in accordance with the Supplier's recommendations or for an undisclosed use, the responsibility of the Customer as to the suitability of the materials or adhesives shall thereupon be at that end and the Supplier shall accept no responsibility for loss or damage caused by the use of these materials or adhesives.

7. Samples

7.1 Any samples prepared at the request of the Customer shall be charged separately. The Supplier is not under any obligation to accept returns.

8. Preliminary work

8.1 Work carried out whether experimentally or otherwise at the Customer's request shall be charged for unless otherwise agreed.

9. Prices and order value

9.1 Prices exclude stock and freight. Prices include unloading at the warehouse and packaging, which is charged separately and is not returnable.

9.2 All prices are in EURO. The prices charged shall be the prices stipulated by the Supplier as being current at the date of dispatch. The prices are specified as exclusive of V.A.T.

9.3 Should there be any significant changes with regards to cost factors, in particular wages, cost of materials or freight costs, the Supplier may adjust the agreed upon prices to a reasonable extent in accordance with the influence exerted by the changed cost factors. If for reasons for which the Customer is responsible, the delivery does not take place on the agreed date or within the agreed time and if more than four (4) months have passed since the conclusion of the Contract, the Supplier is entitled to charge their catalogue prices as applicable at that time.

9.4 The minimum order value is EUR 150.00 If the order value is less than EUR 150.00 a minimum order surcharge of EUR 50.00 will be added.

10. Payments and collateral

10.1 Unless otherwise agreed in writing by the Supplier and the Customer, payment for the Products shall be made in full within fourteen (14) days of the date of invoice. Time of payment shall be of the essence of all Contracts. A late fee applies if payment is not made by the due date.

10.2 If there is a default in payment or if the Supplier's invoices are at risk due to a deterioration in the Customer's creditworthiness, the Supplier is entitled to make all their outstanding invoices immediately payable and due, regardless of the term of any bill of exchange, and/or to demand securities thereby. In addition, the Supplier reserves the right to fulfil any outstanding deliveries only against advance payment or against the provision of securities. Should the Customer refuse the advance payments or the provision of securities, the Supplier will be entitled to withdraw from the Contract and to demand compensation for the resulting damages. Furthermore, the Supplier is also entitled, without withdrawing from the Contract, to prohibit the combining, processing, restructuring or resale of the Products delivered by the Supplier (even if they have already been combined, processed or restructured), to revoke the collection authorization pursuant to paragraph 16.7 and to demand that the Products be returned at the Customer's expense, without the Customer being entitled to a right of retention or any similar right. The Supplier will dispose of any Products taken back by them by way of private sale and the proceeds less any costs incurred will be set off against the claims due to us from the Customer.

10.3 In case of default payment of the Customer, the Supplier will send the first reminder seven (7) days after the due date. If no payment was received, the Supplier will send a second reminder twenty-one (21) days after the due date, at which point a default interest rate of 11.27% (comprising 2.27% base rate plus 9% penalty) will be applied in accordance with article 288 (2) German Civil Code (BGB). If the payment remains outstanding for 50 days, the matter will be referred to a debt collection agency.

10.4 Any assignment of the invoices by the Customer is not permitted. This also applies to factoring transactions; the Customer is also not permitted to do so on the basis of the collection authorization. The Supplier is, however, prepared to agree to factoring transactions in individual cases insofar as the equivalent amount here from finally flows to the Customer and the settlement of the Supplier's invoices is not threatened.

10.5 The Customer is only entitled to a retention right and an authorization to offset claims insofar as the counter claims are undisputed or have been legally established.

11. Non- acceptance by the Customer

11.1 In case of default of acceptance on the part of the Customer, the Supplier is entitled to charge the costs incurred as a result of storage of the products in their premises- at least a 0.5% of the invoice amount for each month of storage. The Customer shall be granted the right to prove that the Supplier has not incurred in any storage costs or that the storage costs incurred are significantly lower than the lump-sum charged. This shall not affect any of the Supplier's further rights existing under the law (in particular as a result of default of acceptance).

12. Delivery and delivery periods

12.1 The delivery time (delivery dates or delivery periods) that has been agreed upon between the Supplier and the Customer is to be regarded as approximate and is only valid if all details of the Order are clarified in due time and if the Customer fulfils all its obligations in a timely manner (in particular if a deposit that has been agreed upon is received in due time). Delivery periods

shall be based on the date on which the order confirmation is sent. Delivery times shall be deemed to have been met if the delivery item leaves the warehouse within the respective delivery time or - in the event that the goods cannot be dispatched on time through no fault of our own - the Supplier notifies the Customer that the goods are ready for dispatch.

12.2 Whilst the Supplier shall use reasonable commercial endeavors to deliver the Products by the date specified on the Order, it shall not be liable for delay in delivery from any cause whatsoever and howsoever arising. In these cases, the Supplier can withdraw from the Contract as a whole or in part with regard to the part that has not yet been fulfilled.

12.3 In the event that the Supplier is delayed, the Customer may withdraw from the Contract after a reasonable grace period which has previously been agreed in writing. If the Supplier has been granted a grace period, this shall be extended by the period of time during which the Supplier is prevented from rendering the service for reasons for which they are not responsible for.

12.4 If for any reason due to the Customer's responsibility, the delivery does not take place on the agreed date or within the agreed time and if more than 4 months have passed since the conclusion of the Order, the Supplier reserves the right to charge the catalogue prices as applicable at that time.

12.5 The Supplier does not assume any guarantee or procurement risk for the deliveries that the Supplier owes. All obligations on the Supplier's part are subject to the correct supply by their own suppliers.

13. Carriage and dispatch

13.1 The Customer shall bear the costs for the dispatch of the goods. The Supplier is free to choose the dispatch route, the forwarding agent and carrier, the means of transportation and protection as well as the packaging of the goods. The Supplier does not guarantee to make use of the cheapest or fastest method of dispatch.

13.2 The Supplier is entitled to render partial deliveries.

13.3 At the express request and expense of the Customer, The Supplier shall arrange insurance against theft, damage caused by breakage, transport, fire and water as well as other insurable risks.

13.4 Should dispatch of the Products be required sooner than the normal time requisite for its proper production, every effort will be made to secure freedom from defects but reasonable allowance must be made by the Customer in such cases. Should such dispatch result in additional costs being incurred a charge will be made to cover the increased cost unless otherwise agreed in writing by the Supplier.

13.5 Every reasonable endeavor will be made to dispatch the correct quantity ordered but owing to the difficulty of producing extra quantities, quotations are conditional upon a margin of 10% being allowed for overs or shortage the same to be charged for or deducted.

13.6 The Supplier shall have the right to dispatch any portion(s) of the Products covered by the Order and to invoice the Customer for such portion(s) so dispatch on the same terms and conditions set forth herein. Each delivery, part delivery and part performance shall be deemed to represent a separate contract and failure of any delivery, part delivery or part performance shall not vitiate any contract in respect of any other delivery part delivery or part performance.

14. Transfer of risk

14.1 Once the Products have been handed over to the carrier at the place of dispatch as specified in the order confirmation, the risk shall be transferred to the Customer. This shall also apply where partial deliveries are made or where The Supplier has also assumed other services (e.g. dispatch, transport and/or assembly). In the event that the dispatch of the Products is delayed due to circumstances for which the Customer is responsible, the risk shall be transferred to the Customer from the day on which the Products are ready for dispatch. However, in such a case, The Supplier shall, at the Customer's request and expense, take out the insurance policies that the Customer desires.

14.2 Incoterms 2000 shall apply for the interpretation of the trade clauses.

15. Reservation of title

15.1 Except as otherwise provided below, the title to the Products shall remain in the Supplier until the Supplier has received payment in full of the price ("Reserved products") for all of the products supplied to the Customer under any and all Contracts between them and any other sums due from the Customer whatsoever, together with any interest payable on all overdue amounts.

15.2 Until such payment as required in paragraph 1 above has been received, the Customer shall be responsible for storing the Reserved products free of charge and maintaining records of the Reserved products in such a way that they are clearly identifiable. The Customer shall keep the Reserved products separate from those of the Customer and third parties and shall keep the Reserved products properly protected and insured. Should the Customer fail or refuse to keep the Reserved products so separated and identified then all Products supplied by the Supplier shall be deemed to belong to the Supplier to the extent of all sums owing to it. The Customer is obligated to provide the Supplier with information at any time about the inventory of the Reserved products still in their possession, the place of their storage and, if applicable, their processing, restructuring or combining status. The Supplier is entitled to inspect the Reserved products at any time.

15.3 The processing or restructuring of the Reserved products shall be carried out for the Supplier as manufacturer within the meaning of Sec. 950 of the German Civil Code (BGB), without obligating them. When the Customer shall sell or otherwise dispose of or make any insurance claim in respect of any of the Reserved products prior to acquiring title to them he shall do so as principal and not as agent for the Supplier and shall not give any warranties or incur any liability on behalf of the Supplier. The Supplier shall be legally and beneficially entitled to the proceeds of any sale of Products owned by the Supplier and any insurance proceeds received in respect of Products owned by the Supplier. Such proceeds shall be paid into a separate bank account and shall be held by the Customer on trust for the Supplier to the extent of all sums due to the Supplier.

15.4 The Customer may only resell the Reserved products in the normal course of business and under their normal terms and conditions of business and as long as they are not in default with their payment or other contractual obligations, provided that they agree to a reservation of title with their Customer and that the claims from the resale are transferred to the Supplier. The Customer is not entitled to dispose of the Reserved products in any other way. The use of the Reserved products for the fulfilment of contracts for work and contracts for work and materials shall also be deemed to constitute a resale.

15.5 The Customer's invoices arising from the resale of the Products are hereby immediately

assigned to the Supplier; this shall also refer to the amount of the respective balance claims when allocating the resale claim into a current account.

15.6 Should the Customer resell the Reserved products together with other products, the claims arising from the resale or the respective balance claims shall hereby immediately be assigned to the Supplier in relation to the invoice value of the Reserved products compared to the invoice value of the other products. With the resale of products to which the Supplier has co-ownership rights pursuant, a portion of the claim shall be assigned to the Supplier corresponding to their co-ownership share.

15.7 The Customer is entitled to collect claims from the resale or balance claims, provided that the Supplier does not revoke the collection authorization.

15.8 At the Supplier's request, the Customer is obliged to inform its customers of the assignment to the Supplier immediately and to give him the information and documents required for collection.

15.9 In those cases, in which the Supplier is entitled to prohibit the processing, restructuring, combining or reselling of the Products in accordance, as well as in the event that the Customer breaches the obligations, the Supplier is also entitled to demand that the Products are returned at the Customer's expense, with the exclusion of any right of retention. The Customer hereby immediately authorizes Supplier to enter its premises and to repossess the Products. The repossession shall not be deemed a withdrawal from the Contract.

15.10 The Customer must inform the Supplier immediately if the Reserved products and the assigned claims are seized or otherwise compromised. Should the Supplier incur any judicial or extra-judicial costs as a result of defending against such seizures or other impairments, for which they are not reimbursed by third parties because they are not economically in a position to do so, the Customer shall be liable to us for the loss incurred.

15.11 In the event that the value of the existing securities exceeds the claims secured by more than 10% in total, the Supplier shall to such extent be obligated at the Customer's request to release securities at their discretion.

15.12 In the event that the Supplier reasonably apprehends that the Customer is insolvent or about to become so the Supplier its authorized agents and representatives shall have right of access to or egress from the property of the Customer in order to identify and recover there from any Products in the possession of the Customer for which the Supplier has not been paid in full. Prior notice shall not be required but any such visit will only be made within reasonable business hours.

16. Improvements

16.1 If the Supplier makes any improvements which it is legally entitled to exploit, it may, at its option, offer the use of those improvements to the Customer at a fee to be agreed between the parties. If any improvement is proposed by the Customer, then the Supplier shall develop and supply such improvements subject to agreement between the parties on specifications, timescales and other relevant matters including pricing

17. Warranty for Hardware Products

17.1 Warranty claims are excluded for the delivery of used Hardware Products. Warranty claims arising from the delivery of defective new Hardware Products shall be determined in accordance with article 17.2 of these GTC.

17.2 The specific warranty periods for Hardware Products can be found at: [Warranty and Global Warranty Program | SATO](#)

17.3 The Customer must examine the Hardware Products immediately after they have been delivered. Noticeable (obvious) defects must be reported in writing immediately thereafter, other defects must be reported in writing immediately after their occurrence. The Customer shall not be entitled to any claims arising from defects that have not been properly reported.

17.4 The Customer must store the Hardware Products subject to a defect claim properly and afford the Supplier the opportunity to inspect the Hardware Products. The processing, restructuring, combining and resale of the Hardware Products subject to a defect claim must be discontinued or refrained from immediately. In addition, if so, requested by the Supplier, which is admissible at any time, the Customer shall immediately make available to the Supplier the Hardware Products subject to a defect claim or - at the Supplier's discretion - samples thereof. The Customer shall bear any costs arising from unjustified complaints. Should the Customer violate the obligations of this clause, all warranty claims shall become invalid.

17.5 Where the Supplier is responsible for defective Hardware Products, they shall be entitled to choose whether to remedy the defect (rectification) or to supply the Customer with a Hardware Product free of defects (replacement delivery). Replaced parts shall become the Supplier's property. The Supplier shall only be liable for transport costs to the extent that these have not been increased by the fact that the Products have been taken to a place other than the place of fulfilment.

17.6 Warranty claims expire 1 (one) year after delivery of the Hardware Products, at the latest 13 (thirteen) months after notification by the Supplier that the Products are ready for dispatch. These periods apply unless otherwise agreed with the Customer or when different periods are applicable for specific Hardware Products.

17.7 The Customer is entitled to the statutory warranty rights without limitation if the Supplier has concealed the defect maliciously.

18. Warranty for consumable products

18.1 Warranty claims are excluded for the delivery of used Consumable Products. Warranty claims arising from the delivery of defective new Consumable Products shall be determined in accordance with article 18 of these GTC.

18.2 The warranty of Consumable Products only applies if it can be proven that the Consumable Products has been stored properly, including the below:

- a) Avoidance of hot, cold or damp conditions.
- b) Stored away from heat or direct sunlight.
- c) Stored in their original packing and keep upright.
- d) Shelf life specified at 20-25°C and 40-50% RH.

18.3 The Supplier reserves the right to accept or reject warranty claims for Consumable Products

based on the conditions in which they have been stored as stated in article 18.2 of these GTC.

18.4 Warranty claims expire one (1) year after delivery of the Consumable Products, at the latest thirteen (13) months after notification by the Supplier that the Products are ready for dispatch. These periods apply unless otherwise agreed with the Customer or when different periods are applicable for specific Consumable Products.

19. Modifications and withdrawals of specification

19.1 The Supplier reserves the right to withdraw or modify designs and specifications of its Products without prior notice. The Supplier shall not be liable for any such withdrawals or modifications.

20. Packaging

20.1 Where Products are supplied packaged, the packaging and/or protection of the Products shall be at the Supplier's discretion, in accordance with the nature and fragility of the Products.

21. Returns

21.1 Stock items may be returned to the Supplier subject to the following conditions (unless agreed otherwise with Customer) and only once a written approval from the Supplier was provided to the Customer:

- a) Returned items must be unused and in their original packaging.
- b) Returned items must be dispatched to the Supplier within 14 days of receipt by the Customer.
- c) Goods are the Customer's responsibility until received by the Supplier.
- d) The cost of delivery to the Supplier is the Customer's responsibility.
- e) The right of return shall not apply to bespoke products ordered by the Customer.
- f) A return fee will be applied as discussed with the Customer.

22. Cancellations

22.1 No cancellation or variation of an order by the Customer shall be effective unless made in writing and until accepted in writing by an authorized officer of the Supplier at its registered office.

22.2 The Supplier reserves the right to refuse to accept such cancellation or variation or to accept cancellation or variation only subject to such conditions as are warranted according to the circumstances.

22.3 Acceptance by the Supplier shall be subject to payment by the Customer of such cancellation or variation charges as the Supplier shall deem reasonable. Such charges shall take into account expenses incurred and commitments made by the Supplier and all other losses due to such cancellation or variation.

23. Loss or Damage in Transit and non-delivery of the Goods

23.1 No responsibility shall be accepted by the Supplier for any shortage or damage in transit unless:

- a) Where the Products are delivered other than by the Supplier's transport the Customer makes a claim in writing providing full particulars on the secretary of the Supplier at its registered office within 7 days of receipt of the Products.
- b) Where the Products are delivered by the Supplier's transport details of any shortage and damage are endorsed on the delivery note.

23.2 For the non-delivery of the Products unless the Customer makes a claim in writing providing full particulars to the Supplier at its registered office within 21 days of the Supplier's invoice. Provided that if in any case the Customer proves that:

- a) It was not reasonably possible for the Customer to advise the Supplier in writing within the aforesaid times and,
- b) Such advice or claim was given or made within a reasonable time. The Supplier shall not have the benefit of this conditions.

24. Intellectual property and copyright

24.1 The specifications and designs of the Products including without limitation the copyright, design right or any other intellectual property rights whatsoever arising under the Contract shall as between the parties vest in and be and remain the absolute and exclusive property of the Supplier, and the Customer shall acquire no right, title or interest save in respect of any specifications and designs of the Products (other than those which concern a means of manufacture) which have been provided by the Customer, in which case the copyright, design right or other intellectual property rights in the specifications and designs so provided shall remain the property of the Customer.

24.2 Where any designs or specifications have been supplied by the Customer for use in the manufacture of the Product by the Supplier then the Customer warrants that the use of those designs and specifications by the Supplier for the manufacture, processing, assembly or supply of the Products shall not infringe the rights of any third party and the Customer shall indemnify the Supplier from and against any and all losses, damages, liabilities and expenses (including legal expenses) suffered or incurred by the Supplier arising out of or in connection with any action, demand or claim alleging that the use of or dealing with any of the Products or any item or material comprised in them, or any information provided by the Customer pursuant to this agreement or any Contract, infringes any intellectual property right belonging to a third party.

24.3 The Customer hereby acknowledges that the copyright in the drawings specification and other literature supplied by the Supplier and the design copyright in all goods manufactured by the Supplier shall vest in the Supplier.

24.4 All of Supplier's documents, in particular brochures, catalogues, price lists, cost estimates, illustrations, drawings and calculations shall remain their property. Without the Supplier's written consent, these documents may not be reproduced or made available to third parties. In the event that the Customer violates this, the Supplier is entitled to demand a lump-sum compensation of 5% of the possible contract price. This does not affect the possibility of claiming further damages. The Customer shall be granted the right to prove that the Supplier has not

incurred any damage or that the damage incurred by the Supplier is significantly less than the lump-sum.

25. Liability

25.1 Subject to the provisions outlined below, the Supplier shall only be liable for direct damages, lost profits, lost savings, indirect and/or consequential damages as well as expenditures incurred by the Customer or third parties as a result of the initiation, execution or termination of a Contract if their legal representatives, executive employees or simple vicarious agents are responsible for causing the damage/expenditure through deliberate or grossly negligent misconduct, whereby our liability in the case of gross negligence on the part of simple vicarious agents (in contrast to our legal representatives or executive employees) shall be limited to the amount of the foreseeable (typically occurring) damages or expenditure. Liability on the Supplier's part, whether contractual, extra-contractual or otherwise, is excluded, irrespective of the legal basis of the claim for compensation (in particular also on account of the breach of duties arising from a contractual or statutory obligation (in particular as a result of defects and due to delay), on account of impediments to performance existing at the time of conclusion of the Contract, and on account of tort), insofar as their legal representatives, executive employees or simple vicarious agents cannot be accused of fault or can only be accused of simple negligence.

25.2 The above limitations of liability shall not apply (i) to personal injury, (ii) to any Supplier's liability nor (iii) in the event of culpable breach of material obligations arising from the contractual relationship, insofar as this jeopardises the achievement of the purpose of the contract; in the case mentioned under (iii), however, our liability shall be limited to compensation for the foreseeable (typically occurring) damage.

25.3 In the event that the Product information, is not received by the respective recipients and damage is caused by those Products which could otherwise have been avoided if the Product information had been observed, the Customer shall indemnify the Supplier upon first request from all claims asserted against the Supplier in connection with such damage, regardless of the legal basis, or reimburse any compensation payments already made by the Supplier. Any further liability on the part of the Customer remains unaffected by this.

26. Confidentiality

26.1 The Customer and the Supplier shall preserve the secrecy of all confidential information of the other which it receives, keep such information secure and protected against theft, damage, loss or unauthorized access, and not use such information for any purpose except as contemplated by the Contract.

26.2 The obligations imposed by this shall survive the expiry or termination of the Contract for five (5) years but shall not apply to any confidential information which is already in or subsequently comes into the public domain through no fault of the recipient, its employees, agents or contractors; is lawfully received by the recipient from a third party on an unrestricted basis; is already known to the recipient before receipt from the discloser; is independently developed by the recipient or its employees, agents or contractors; or is required to be disclosed by law, regulation or pursuant to an order of a competent authority, or to a professional adviser, provided the recipient provides the discloser with reasonable written notice prior to any such

disclosure.

26.3 The Customer and the Supplier shall warrant that their personnel and other related persons who are under their supervision and who are in any way involved in the performance of the Contract shall comply with the duty of confidentiality as referred to in this clause.

27. Force Majeure and extinction of responsibility

27.1 Should any event occur whether at the Supplier's premises or otherwise which is beyond the control of the Supplier such as by way of example industrial action or dispute (including strike or lockout) shortage of materials or other action of a government or other competent authority, accident instructions or lack of instructions from the Customer and the performance of this Contract is prevented or delayed.

27.2 Without prejudice to its rights in the event of breach of Contract by the Customer the Supplier reserves the right to suspend delivery or other performances of the Supplier's obligations under any contract and to cancel unfulfilled parts of any Contract in whole or in part and in the event of the Supplier exercising any such right the Supplier's liability shall be limited to the repayment to the Customer (without interest) of any part of the purchase or contract price or charge already received by the Supplier and attributed to any unfulfilled and cancelled part of the Contract less any expenses incurred by the Supplier down to the date of cancellation in part performance of the Contract.

27.3 If such prevention or delay continued for three (3) months, the Customer may elect to cancel the Contract or to allow the order to remain on the Supplier's books and to be completed at some later date.

28. No re-export to Russia

28.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with these GTC that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

28.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 28.1 is not frustrated by any third parties further down the commercial chain, including by possible re-suppliers.

28.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible re-suppliers, that would frustrate the purpose of paragraph 28.1.

28.4 Any violation of paragraphs 28.1, 28.2 and/ or 28.3 shall constitute a material breach of an essential element of these terms and conditions, and we shall be entitled to seek appropriate remedies, including, but not limited to: (i) immediate termination of our business relationship including any possible outstanding deliveries; and (ii) a penalty of 100 % of the price of the goods sold, exported or re-exported to the Russian Federation or for use in the Russian Federation.

28.5 The Customer shall immediately inform us about any problems in applying paragraphs 28.1, 28.2 and/ or 28.3 including any relevant activities by third parties that could frustrate the purpose of paragraph 28.1. The Customer shall make available to the Supplier information concerning

compliance with the obligations under paragraph 28.1, 28.2 and 28.3 within two (2) weeks of the simple request of such information.

29. Jurisdiction and governing law

29.1 The place of fulfilment shall be the location of the Supplier's warehouse. The place of jurisdiction for all legal disputes, also for legal proceedings involving bills of exchange, cheques and other documents, is the Supplier's registered office at Waldhofer Straße 104, 69123 Heidelberg. However, the Supplier is also entitled to sue the Customer at the courts of his general place of jurisdiction.

29.2 All legal relationships between the Supplier and the Customer shall be exclusively governed by the laws of the Federal Republic of Germany applicable to legal relationships of domestic parties.

29.3 Should individual provisions of these GTC be or become invalid, the remaining provisions shall remain binding. The invalid provision shall be replaced by a provision which most closely approximates the economic objective pursued by the invalid provision.