

General Terms and Conditions of Sale and Delivery

1. Preamble

- 1.1 These General Terms and Conditions of Sale ("GTC") shall apply to all deliveries and services provided by H. F. Meyer Maschinenbau GmbH ("HFM") to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) ("Customer").
- 1.2 These GTC shall apply exclusively. Conflicting or deviating terms and conditions of the Customer shall not be recognized unless HFM has expressly agreed to their applicability in writing. This requirement of consent shall apply in all cases, even if HFM performs the delivery without reservation while being aware of deviating terms and conditions of the Customer.
- 1.3 These GTC shall also apply to all future business relationships with the Customer without the need for renewed agreement.
- 1.4 Amendments or supplements to these GTC as well as other contractual agreements shall require at least text form. This shall also apply to any waiver of this text-form requirement.
- 1.5 In the event of any inconsistency between these GTC and individual contractual agreements, in particular offers, order confirmations or framework agreements, the individual contractual agreements shall prevail.

2. Definitions

For the purposes of these General Terms and Conditions of Sale, the following definitions shall apply:

- 2.1 **"Subject of Delivery"** means all goods and services to be delivered or provided by HFM, in particular machines, systems, assemblies, spare parts, accessories, documentation, software as well as agreed services, including installation, commissioning, modifications (retrofits) and other services.
- 2.2 **"Place of Delivery"** means the contractually agreed place to which the Subject of Delivery is to be delivered. The Place of Delivery may differ from the Installation Site, in particular if installation by HFM is not owed.
- 2.3 **"Installation Site"** means the place where the Subject of Delivery is installed, erected or commissioned. This shall also include adjacent areas required for unloading, storage, transport, installation works and installation equipment.
- 2.4 **"Works"** means the Subject of Delivery including all services owed by HFM, such as installation, commissioning and other contractually agreed works. The exact scope of the Subject of Delivery and the services owed by HFM shall result exclusively from the contractual agreements, in particular HFM's order confirmation.
- 2.5 If the contract provides for acceptance in several independent sections or partial services, these GTC shall apply separately to each section. In such cases, the term "Works" shall refer to the respective section capable of acceptance.

3. Product Information

- 3.1 Statements and information contained in general product documentation, price lists, technical documents, presentations or other public representations of HFM shall be non-binding unless expressly agreed in writing as part of the contract.
- 3.2 Specifications regarding quality, performance data and other technical specifications shall not constitute guarantees unless expressly agreed as such in writing.
- 3.3 Only the contractual agreements, in particular HFM's order confirmation, shall be decisive for the scope and quality of the Subject of Delivery.
- 3.4 HFM reserves the right to make changes due to technical progress, design adaptations or optimizations, provided that such changes are reasonable for the Customer and do not materially impair the agreed function, performance or usability of the Subject of Delivery.

4. Drawings and Technical Information

- 4.1 All drawings, technical documents, calculations, documentation, software and other technical information provided by HFM shall remain the property of HFM insofar as tangible items are provided. All industrial property rights, copyrights and other rights shall remain exclusively with HFM.
- 4.2 The Customer shall receive a non-exclusive, non-transferable right of use to the documents and information provided, insofar as this is necessary for the contractual use of the Subject of Delivery.
- 4.3 Without HFM's prior written consent, the Customer shall be prohibited from using the documents and information referred to in clause 4.1, in whole or in part:
 - for purposes other than contractual use,
 - for duplication, reproduction or modification,
 - for disclosure or transfer to third parties,
 - for the manufacture, development or improvement of competing products.
- 4.4 Reverse engineering, decompiling or other measures to obtain design or functional details shall be prohibited to the extent permitted by law.
- 4.5 The above provisions shall also apply to documents and information made available to the Customer prior to contract conclusion in the course of offers or project initiation.

5. Preliminary Works and Working Conditions

- 5.1 The Customer shall perform all preliminary works in due time and at its own expense to ensure proper installation, commissioning and use of the Subject of Delivery. This shall not apply to services expressly assumed by HFM under the contract.
- 5.2 In particular, the Customer shall ensure that:
 - all structural requirements are adequately dimensioned and suitable,
 - the Subject of Delivery is available at the Installation Site in due time if transport is carried out by the Customer,
 - all necessary permits and approvals have been obtained.
- 5.3 At its own expense and in due time, the Customer shall ensure that:
 - a) HFM personnel can commence and carry out the works in accordance with the agreed schedule; work outside regular working hours shall be enabled if required for proper project execution;

- b) all safety regulations applicable at the Installation Site are complied with and HFM is fully informed thereof prior to commencement of work; all required safety measures and compliance with accident prevention regulations shall be the responsibility of the Customer;
 - c) suitable and safe access as well as working conditions are available at the Installation Site, including tested and operational equipment;
 - d) HFM personnel are provided with appropriate accommodation, sanitary facilities and access to catering and medical care insofar as required to perform the works;
 - e) all aids required for installation, in particular cranes, lifting equipment, transport means, scaffolding, work platforms, energy, consumables and materials, are provided free of charge;
 - f) suitable storage facilities are available to protect Subjects of Delivery, tools and personal property of HFM personnel;
 - g) the construction site is accessible and suitable for transport; otherwise, appropriate transport means or personnel shall be provided by the Customer;
 - h) waste is disposed of properly and sufficient energy supply and lighting are available;
 - i) a competent contact person of the Customer is available at all times who is authorized to make decisions and perform acceptances;
 - j) HFM is supported in all necessary formalities, in particular import/export, customs, visas, work permits and tax requirements.
- 5.4 If the Customer fails to meet its cooperation obligations, fails to do so in due time or fails to do so properly, HFM shall be entitled to:
- suspend the works in whole or in part,
 - reasonably extend agreed deadlines,
 - charge the Customer for all resulting costs, in particular waiting times, downtime, additional travel and extra expenses.
- 5.5 In cases pursuant to clause 5.4, HFM shall not be in default.

6. Failure to Perform by the Customer

- 6.1 If the Customer anticipates that it will not be able to fulfill its obligations required for the performance of installation or other services, in particular pursuant to clause 5, in due time or in full, the Customer shall immediately inform HFM thereof in writing, stating the reasons and the expected date of performance.
- 6.2 If the Customer fails to fulfill its cooperation and preparatory obligations, fails to do so in due time or fails to do so properly, HFM shall be entitled to:
- a) perform the Customer's required services itself at its own discretion or have them performed by third parties;
 - b) suspend or postpone the contractual services in whole or in part;
 - c) reasonably adjust agreed dates and deadlines;
 - d) demand those payments and remuneration components that would have become due without the hindrance or delay;
 - e) charge the Customer for all costs and expenses resulting from such failure, in particular for waiting times, downtime, additional travel, extended deployment of personnel and any other additional expenses.
- 6.3 In the aforementioned cases, HFM shall not be in default.
- 6.4 If the Customer's failure to perform continues for longer than a reasonable period of time or if continuation of the project becomes economically unreasonable, HFM shall be entitled to withdraw from the contract in whole or in part and to demand reimbursement of the costs and expenses incurred up to that point.

7. Regional Laws and Regulations

- 7.1 Unless expressly agreed otherwise in writing, the Subject of Delivery shall be designed and offered based on the statutory and technical regulations applicable at HFM's place of business at the time the offer is submitted.
- 7.2 If statutory provisions, official requirements or generally accepted technical rules change between the submission of the offer and acceptance, HFM shall be entitled to implement the resulting adaptations to the Subject of Delivery.
- 7.3 All resulting additional costs, expenses and other effects, in particular for design changes, modifications, additional components, inspections or documentation, shall be borne by the Customer.
- 7.4 Any delays caused thereby shall result in a reasonable extension of delivery and acceptance deadlines. In such cases, HFM shall not be in default.
- 7.5 If the Subject of Delivery is subject to specific statutory, technical or official requirements at the place of use, the Customer shall be obliged to inform HFM thereof fully and in due time. If such information is not provided or not provided in due time, the Customer shall bear all resulting costs and consequences.
- 7.6 Responsibility for compliance with local regulations and requirements at the place of use shall rest with the Customer unless such requirements were communicated to HFM in writing prior to contract conclusion and HFM expressly assumed compliance in writing.

8. Changes

- 8.1 Any changes to the Subject of Delivery, in particular regarding scope, design or execution, shall require prior written agreement between HFM and the Customer.
HFM shall not be obliged to implement change requests if they are technically infeasible or economically unreasonable.
- 8.2 The Customer shall submit change requests in writing and with sufficient specificity. HFM shall review the request and inform the Customer whether and under which conditions the change can be implemented.
- 8.3 HFM shall be entitled to separately invoice the effort incurred in reviewing change requests.
- 8.4 Changes shall be implemented only after written agreement has been reached on all resulting effects, in particular with regard to:
- the contract price,
 - delivery and acceptance deadlines,

- technical specifications, and
 - other contractual provisions.
- Until such agreement is reached, HFM shall be entitled to continue performance based on the existing contractual status.
- 8.5 If changes or the review thereof cause delays in the project schedule, agreed deadlines shall be reasonably extended. In such cases, HFM shall not be in default.
- 8.6 Any additional costs arising from change requests or delays in reaching agreement, in particular for downtime, waiting times, additional deployments or rescheduling, shall be borne by the Customer.
- 8.7 If acceptance is delayed due to disagreements regarding changes or their consequences, HFM shall be entitled to demand that portion of the contract price which would have become due without the delay.
- 8.8 H FM shall be entitled to implement changes resulting from statutory requirements, technical developments or design improvements, provided that such changes do not materially impair the function of the Subject of Delivery.

9. Passing of Risk

- 9.1 The risk of loss or damage to the Subject of Delivery shall pass to the Customer in accordance with the contractually agreed INCOTERMS® in the version valid at the time of contract conclusion.
- 9.2 In the absence of an express agreement, delivery shall be made “Ex Works” (EXW) at the place designated by HFM.
- 9.3 If shipment is effected at the request or on behalf of the Customer, risk shall pass to the Customer no later than upon handover of the Subject of Delivery to the freight forwarder, carrier or other third party engaged to perform the shipment.
- 9.4 If shipment or acceptance is delayed for reasons attributable to the Customer, risk shall pass to the Customer upon notification of readiness for shipment. From that point onward, HFM shall be entitled to store the Subject of Delivery at the Customer’s cost and risk.
- 9.5 Partial deliveries shall be permissible. Risk shall pass separately for each partial delivery.
- 9.6 If installation or commissioning is agreed, risk for the Works shall pass to the Customer upon acceptance.
- 9.7 After passing of risk, the Customer shall bear all risks of loss or damage to the Subject of Delivery or the Works, irrespective of the cause, unless the damage was caused by HFM with intent or gross negligence.

10. Acceptance Test

- 10.1 HFM shall notify the Customer in writing of the readiness of the Works for acceptance and shall propose a date for performing the acceptance test.
- 10.2 The Customer shall bear all costs of the acceptance test. HFM shall bear the costs of its own personnel.
- 10.3 At its own expense, the Customer shall ensure all prerequisites required for the acceptance test, in particular energy, consumables, raw materials, equipment, personnel and necessary infrastructure.
- 10.4 If the Customer does not participate in the acceptance test despite timely notification or fails to fulfill its cooperation obligations, the acceptance test shall be deemed successfully completed on the scheduled date.
- 10.5 Acceptance tests shall be carried out during HFM’s regular working hours unless otherwise agreed.
- 10.6 HFM shall record the acceptance test in a protocol and provide it to the Customer. If the Customer does not participate or does not raise substantiated objections in writing without undue delay, the protocol shall be deemed accepted.
- 10.7 The Works shall be deemed contractual if no material defects exist. Material defects are those that substantially impair the functionality of the Works.
- 10.8 If a material defect exists, HFM shall remedy it within a reasonable period. The Customer may then request a repeated acceptance test.
- 10.9 Minor defects shall not entitle the Customer to refuse the acceptance test or acceptance.
- 10.10 If the acceptance test is delayed for reasons attributable to the Customer, the agreed deadlines shall be reasonably extended. In such cases, HFM shall not be in default.
- 10.11 If partial acceptances are agreed, the above provisions shall apply accordingly to each section capable of acceptance.

11. Acceptance

- 11.1 The Works shall be deemed accepted if:
- a) the acceptance tests have been successfully completed or are deemed completed pursuant to clause 10; or
 - b) HFM has notified the Customer in writing of completion of the Works and the Customer does not refuse acceptance within a reasonable period, but no later than ten (10) working days, stating material defects; or
 - c) the Customer puts the Works into operation or productive use in whole or in part, unless this is done exclusively for testing purposes with HFM’s prior written consent.
- 11.2 Minor defects that do not materially impair the functionality of the Works shall not entitle the Customer to refuse acceptance.
- 11.3 Upon acceptance, HFM’s performance shall be deemed contractually fulfilled. HFM’s obligation to install and commission shall be fulfilled upon acceptance, without prejudice to any obligation to remedy minor defects.
- 11.4 If the Customer refuses acceptance without material defects or fails to declare acceptance within the period specified in clause 11.1, the Works shall be deemed accepted.
- 11.5 Upon acceptance, the limitation period for defect claims pursuant to clause 16 shall commence.

12. Delays on the Part of the Manufacturer

- 12.1 Agreed delivery and acceptance deadlines shall commence only once all contractual prerequisites have been fulfilled, in particular:
- conclusion of a binding contract,
 - receipt of agreed advance payments or securities,
 - clarification of all technical details,
 - fulfillment of all cooperation obligations of the Customer.

- 12.2 If HFM anticipates that agreed deadlines cannot be met, HFM shall inform the Customer thereof without undue delay and, where possible, provide a new indicative date.
- 12.3 HFM shall be entitled to a reasonable extension of delivery and acceptance deadlines if delays are attributable to:
- force majeure pursuant to clause 18;
 - changes or additional services pursuant to clause 8;
 - failure or delay in fulfilling cooperation obligations of the Customer pursuant to clauses 5 and 6;
 - official measures, statutory changes or other regulatory requirements pursuant to clause 7;
 - supply chain disruptions, in particular delayed or failed deliveries by suppliers;
 - other circumstances beyond HFM's control.
- 12.4 Deadlines shall be extended by the duration of the delay plus a reasonable restart period.
- 12.5 In the aforementioned cases, HFM shall not be in default.
- 12.6 Any claims for damages by the Customer due to delays shall be conclusively governed by clause 17.

13. Payment

- 13.1 Unless otherwise agreed, all invoices shall be payable within fourteen (14) days from the invoice date without deduction.
- 13.2 For pure deliveries of spare parts or other delivery items without installation, the full invoice amount shall be due upon delivery or notification of readiness for shipment.
- 13.3 For deliveries of machines, retrofits or larger delivery items without installation:
- forty percent (40%) of the contract price upon contract conclusion,
 - sixty percent (60%) upon notification of readiness for shipment.
- 13.4 For deliveries including installation or commissioning:
- installation based on time and material:
100% of remuneration shall be due upon acceptance;
 - installation agreed at a lump sum:
 - forty percent (40%) upon contract conclusion,
 - fifty percent (50%) upon notification of readiness for shipment of the Subject of Delivery or material parts,
 - ten percent (10%) upon acceptance.
- 13.5 For installation or service services based on time and material, the following shall additionally be invoiced:
- all travel, transport and logistics costs for HFM personnel and equipment;
 - per diems, allowances and other remuneration for each day of deployment, including travel, rest and idle times;
 - all hours worked, including overtime and night, Sunday and public holiday work, at HFM's applicable rates;
 - time for travel, preparation, waiting and interruptions not attributable to HFM;
 - all taxes, duties and other statutory charges in the country of deployment;
 - additional costs arising from local labor, social security or tax regulations;
 - all further costs, expenses and services not included in the original scope of services.
- 13.6 If delivery, installation or service performance is delayed for reasons attributable to the Customer, the Customer shall bear all resulting costs, in particular:
- waiting times and downtime,
 - additional travel and transport costs,
 - costs for rescheduling, dismantling and reinstallation,
 - extended deployment of personnel and equipment.
- 13.7 The Customer shall not be entitled to withhold payments or offset counterclaims unless such claims are undisputed or have been finally adjudicated.
- 13.8 In the event of payment default, HFM shall be entitled to charge default interest at the statutory rate.
- 13.9 If the Customer is in default of payment, HFM shall be entitled to suspend further deliveries and services until full payment has been received.
- 13.10 All payments shall be made in the agreed currency. All bank charges, transaction costs and other deductions shall be borne by the Customer.

14. Retention of Title

- 14.1 The Subject of Delivery shall remain the property of HFM until full payment of all claims arising from the business relationship between HFM and the Customer has been made.
- 14.2 The Customer shall be entitled to resell the Subject of Delivery only in the ordinary course of business and insofar as this corresponds to its nature.
- 14.3 The Customer shall treat the Subject of Delivery with due care and insure it at its own expense against loss, damage and other risks.
- 14.4 In the event of third-party access to the Subject of Delivery, in particular seizure, the Customer shall immediately inform HFM thereof in writing and take all necessary measures to protect HFM's ownership.
- 14.5 In the event of breach of contract by the Customer, in particular payment default, HFM shall be entitled to reclaim the Subject of Delivery. Assertion of retention of title and repossession shall not constitute withdrawal from the contract unless HFM expressly declares this.
- 14.6 At HFM's request, the Customer shall provide information at any time regarding the whereabouts of the Subject of Delivery and grant access insofar as necessary to secure HFM's ownership rights.
- 14.7 Retention of title shall not affect the provisions governing the passing of risk pursuant to clause 9.

15. Liability for Property Damage Prior to Acceptance

- 15.1 Until acceptance of the Works or until the passing of risk pursuant to clause 9, HFM shall be liable for damage to the Works if such damage was culpably caused by HFM or a third party engaged by HFM.

- 15.2 Where HFM is liable pursuant to clause 15.1, HFM shall be obliged, at its own discretion, to remedy the damage to the Works by repair or replacement delivery.
- 15.3 HFM shall be liable for damage to the Customer's property that is not part of the Works only if such damage was caused by intentional or negligent conduct of HFM or a third party engaged by HFM.
- 15.4 HFM shall not be liable for damage caused by:
- acts or omissions of the Customer or third parties,
 - unsuitable or defective preliminary services of the Customer,
 - insufficient safety measures at the Installation Site,
 - circumstances beyond HFM's control.
- 15.5 If the Customer requests remediation of damage for which HFM is not liable, such remediation shall be performed exclusively at the Customer's expense.
- 15.6 Liability for indirect damage, in particular production downtime, loss of profit or other consequential damage, shall be excluded.
- 15.7 Otherwise, the liability limitations pursuant to clause 17 shall apply.

16. Liability for Defects

- 16.1 HFM shall be obliged to remedy defects in the Works if such defects are due to errors in design, material or workmanship and occur within the agreed defect liability period.
- 16.2 Defect claims shall be limited to subsequent performance. HFM shall be entitled, at its own discretion, to remedy the defect by repair or replacement delivery.
- 16.3 The defect liability period shall be twelve (12) months from acceptance pursuant to clause 11. No defect liability shall apply to wear parts insofar as their failure is due to natural, operational wear and tear. This shall not apply if the wear is attributable to a material or manufacturing defect. Wear parts include in particular components subject to natural wear due to their function, such as seals, filters, bearings, guides, belts, chains, nozzles, coatings and comparable parts.
- 16.4 If acceptance is delayed for reasons attributable to the Customer, defect liability shall end at the latest eighteen (18) months after delivery.
- 16.5 For replaced or repaired parts, HFM shall be liable for the remaining duration of the original defect liability period, but at least for six (6) months from reinstallation or delivery of the replacement part, and at most for twelve (12) months.
- 16.6 Defects that may lead to further damage shall be notified in writing without undue delay, but no later than twenty-four (24) hours after discovery, with a comprehensible description of the defect. If timely notification is not provided, all defect claims shall be forfeited.
- 16.7 HFM shall not be liable for defects attributable to:
- materials or designs provided by the Customer,
 - improper use or operation,
 - deviation from agreed operating conditions,
 - insufficient maintenance or faulty repair by the Customer or third parties,
 - modifications or interventions without HFM's prior written consent,
 - use of replacement or wear parts not supplied or approved by HFM,
 - installation or replacement of parts by the Customer or third parties commissioned by the Customer,
 - normal wear and tear.
- In such cases, defect liability and liability of HFM shall be excluded to the extent the defect or damage is attributable thereto.
- 16.8 Defects shall generally be remedied at the Place of Delivery or Installation Site. However, HFM shall be entitled, at its own discretion, to request return of the defective part. In such case, HFM's obligation shall be limited to repair or replacement of the part.
- 16.9 The Customer shall bear all additional costs arising from the Subject of Delivery being located at a place other than the agreed Place of Delivery or Installation Site.
- 16.10 If a defect claim proves to be unjustified, HFM shall be entitled to invoice the Customer for all costs incurred thereby.
- 16.11 Further claims of the Customer due to defects, in particular claims for damages, shall be excluded unless otherwise provided in clause 17.

17. General Liability

- 17.1 Unless otherwise stipulated in these GTC, in particular in clauses 15 and 16, HFM's liability shall be governed exclusively by the provisions of this clause 17.
- 17.2 HFM shall be liable without limitation:
- a) in cases of intent;
 - b) in cases of gross negligence;
 - c) for culpable injury to life, body or health;
 - d) insofar as HFM has expressly assumed a guarantee.
- 17.3 In cases of simple negligence in breaching essential contractual obligations, HFM shall be liable only for the typical, foreseeable damage. Essential contractual obligations are those whose fulfillment is necessary for proper performance of the contract and on whose compliance the Customer may regularly rely.
- 17.4 In cases of simple negligence, HFM's liability shall, insofar as legally permissible, be limited to the net order value of that part of the delivery or service whose non-contractual performance caused the damage. If such allocation is not possible, liability shall be limited to the total net order value of the affected contract.
- 17.5 Further liability of HFM for damages shall be excluded, subject to clause 17.2. This applies in particular to:
- production downtime,

- business interruption,
 - loss of profit,
 - loss of orders,
 - loss of use,
 - loss of data,
 - financing costs,
 - damage to other plants or systems,
 - indirect and consequential damages of any kind.
- 17.6 HFM shall not be liable for damages or defects attributable to:
- a) pre-existing defects or damage to the machine or system;
 - b) defects or damage not recognizable to HFM even with due care;
 - c) circumstances outside HFM's sphere of responsibility, in particular:
 - improper use or operation by the Customer,
 - use contrary to operating instructions or technical specifications,
 - insufficient or faulty maintenance,
 - operation despite recognizable defects or missing approvals,
 - failure to cooperate or grant necessary approvals;
 - d) modifications, conversions, repairs or other interventions by the Customer or third parties without HFM's prior written consent;
 - e) use of replacement, wear or other parts not supplied or approved by HFM;
 - f) defects or damage caused by materials, spare parts, tools or equipment provided by the Customer;
 - g) unsuitable or defective preliminary services, foundations, media supply or other services of the Customer;
 - h) chemical, physical or mechanical influences not assumed under the contract;
 - i) normal wear and tear.
- In such cases, HFM's liability shall be excluded to the extent the damage or defect is attributable thereto.
- 17.7 If the Customer or third parties perform changes, interventions, repairs or replacement of parts on the Subject of Delivery without HFM's prior written consent or use parts not supplied or approved by HFM, any liability of HFM for resulting damage, defects and consequential damage shall be excluded insofar as such measures were causative or contributory.
- 17.8 HFM shall not be liable for damage to plants, machines, products or other property of the Customer that are not themselves the Subject of Delivery, unless such damage was caused intentionally or with gross negligence by HFM or is due to culpable breach of essential contractual obligations. In cases of simple negligence, clause 17.3 shall also apply.
- 17.9 To the extent HFM's liability is excluded or limited, this shall also apply to the personal liability of its legal representatives, employees, vicarious agents and other persons engaged by HFM.
- 17.10 The Customer shall take reasonable measures to prevent and mitigate damage. Recognizable damage or impending damage developments shall be reported to HFM immediately in writing. If the Customer fails to do so, HFM shall not be liable for damage that could have been avoided or reduced by timely notification and appropriate mitigation.
- 17.11 All claims for damages by the Customer against HFM, regardless of legal basis, shall become time-barred no later than twelve (12) months after commencement of the statutory limitation period, unless mandatory statutory provisions provide for a longer period.
- 17.12 The foregoing liability limitations shall not apply insofar as mandatory law provides otherwise.
- 18. Force Majeure**
- 18.1 HFM shall be entitled to suspend performance of its contractual obligations insofar as such performance is rendered impossible or unreasonably difficult due to force majeure.
- Force majeure shall include all circumstances beyond HFM's control, in particular:
- labor disputes, strikes or lockouts,
 - war, war-like conditions, acts of terrorism, riots,
 - governmental measures, seizures, embargoes, sanctions,
 - restrictions on energy or raw material consumption,
 - foreign exchange or export restrictions,
 - epidemics, pandemics,
 - natural disasters and extreme natural events,
 - cyberattacks or other IT disruptions,
 - delivery delays or failures of suppliers or subcontractors attributable to the aforementioned circumstances.
- 18.2 In cases of force majeure, agreed deadlines shall be reasonably extended. In such cases, HFM shall not be in default and claims for damages by the Customer shall be excluded.
- 18.3 The party invoking force majeure shall inform the other party in writing without undue delay of the beginning and end of such event. Failure to do so shall render the affected party liable for resulting additional costs.
- 18.4 If the Customer is prevented from fulfilling its obligations due to force majeure, it shall reimburse HFM for all costs incurred, in particular for securing, protecting and preserving the Subject of Delivery as well as for services already rendered.
- 18.5 If a force majeure event continues for more than three (3) months, either party shall be entitled to terminate the contract in whole or in part by written declaration. Services already rendered and costs incurred shall be remunerated by the Customer.
- 18.6 The right of both parties to withdraw from the contract in the event of prolonged force majeure shall remain unaffected.
- 19. Anticipatory Non-Performance**
- 19.1 HFM shall be entitled to suspend performance of its contractual obligations in whole or in part if justified indications exist that the Customer will not fulfill its contractual obligations or will not do so properly. Such indications shall include in particular:

- payment default or repeated payment default,
 - evident deterioration of the Customer's financial situation,
 - application for or opening of insolvency proceedings,
 - failure to comply with essential cooperation obligations,
 - other circumstances giving rise to doubts regarding contract fulfillment.
- 19.2 In such cases, HFM shall be entitled to make continuation of performance dependent on adequate security or advance payments.
- 19.3 If the Customer fails to provide security or advance payment within a reasonable period, HFM shall be entitled to withdraw from the contract in whole or in part.
- 19.4 HFM shall inform the Customer in writing without undue delay of the suspension of performance.
- 19.5 All services rendered and costs incurred up to that point shall be remunerated by the Customer.

20. Export Control

- 20.1 Performance of the contract by HFM shall be subject to the condition that no national or international foreign trade regulations, in particular export control and sanctions regulations, prevent performance.
- 20.2 The Customer shall comply with all applicable statutory provisions, in particular export control, customs and sanctions regulations of the Federal Republic of Germany, the European Union and, where applicable, the United States of America.
- 20.3 In particular, the Customer undertakes not to deliver, export or re-export the Subject of Delivery, directly or indirectly:
- to countries subject to embargoes or sanctions,
 - to natural or legal persons listed on sanctions lists,
 - for military or other uses requiring authorization without the necessary permits.
- 20.4 The Customer shall obtain all required permits, licenses or other authorizations at its own expense in due time and shall provide HFM with evidence thereof upon request.
- 20.5 Delays due to export reviews or authorization procedures shall result in a reasonable extension of delivery deadlines. In such cases, HFM shall not be in default.
- 20.6 If the Customer violates the foregoing obligations, HFM shall be entitled to withdraw from the contract or terminate it with immediate effect. Any claims for damages shall remain unaffected.
- 20.7 The Customer shall indemnify HFM against all damages, costs and claims of third parties arising from a breach of the foregoing obligations.

21. Confidentiality

- 21.1 The Customer undertakes to treat all information made accessible to it by HFM in connection with the contract, in particular technical documentation, drawings, calculations, know-how, business and trade secrets and other confidential information ("Confidential Information"), as strictly confidential.
- 21.2 Confidential Information shall be used exclusively for the purpose of performing the contract. Any use for other purposes, in particular for own developments or for third parties, shall be prohibited.
- 21.3 Without HFM's prior written consent, the Customer shall not be entitled to:
- duplicate,
 - publish, or
 - disclose or make available Confidential Information to third parties, in whole or in part.
- 21.4 The Customer shall protect Confidential Information against unauthorized access by appropriate technical and organizational measures.
- 21.5 This obligation shall also apply to employees, affiliated companies and other third parties engaged by the Customer, whom the Customer shall obligate accordingly.
- 21.6 The confidentiality obligation shall survive termination of the contract.
- 21.7 Upon HFM's request, all Confidential Information shall be returned immediately or demonstrably destroyed unless statutory retention obligations prevent this.

22. Governing Law and Jurisdiction

- 22.1 All legal relationships between HFM and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 22.2 Exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be HFM's place of business. However, HFM shall also be entitled to bring action against the Customer at its general place of jurisdiction.
- 22.3 Should individual provisions of these GTC be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, such valid provision shall be deemed agreed which comes closest to the economic purpose of the original provision. The same shall apply to any regulatory gaps.
- 22.4 The German version of this contract shall be authoritative for interpretation. Any translations are provided for information purposes only.

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