

General Terms and Conditions of Sale of Spectron Gas Control Systems GmbH ("SPECTRON")

1. Scope of Application, Form

- 1.1. If SPECTRON's contractual partner ("AG") is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, contracts concluded by SPECTRON concerning the sale and/or delivery of movable goods (hereinafter also referred to as "**Delivery Items**"), regardless of whether these are manufactured by SPECTRON itself or supplied by third parties, in particular Purchase Contracts, Contracts for Work and Services, Contracts for Work and Materials, Service Contracts or other contracts for the procurement of goods or services ("**Contracts**"), shall be concluded in accordance with these General Terms and Conditions of Sale ("**GTC**"). SPECTRON and the AG are jointly referred to as "**The Parties**."
- 1.2. The GTCs apply accordingly to contracts relating to work and services provided by SPECTRON. Acceptance of the delivery items is replaced by acceptance of the work performed and, in the case of services, by acceptance of the service provided.
- 1.3. Deviating, conflicting, or supplementary terms and conditions as well as counter-confirmations by the AG shall only apply if and to the extent that SPECTRON has expressly agreed to them in writing. Silence on the part of SPECTRON shall not constitute consent. Deviating, conflicting, or supplementary terms and conditions as well as counter-confirmations by the AG are hereby expressly objected.
- 1.4. Individual agreements (including any side agreements, supplements, or amendments) between SPECTRON and the AG shall take precedence over these GTC in individual cases. These must be in writing or text form to be effective.
- 1.5. Legally relevant declarations and notifications to be made to SPECTRON after conclusion of the contract (e.g., notifications of defects, setting of deadlines, reminders, requests for rectification, declarations of withdrawal or reduction) must also be in writing or text form to be effective. Stricter formal requirements under law, these GTC, or individual agreements between the parties remain unaffected.

2. Offer and Acceptance

- 2.1. Offers made by SPECTRON are subject to change and non-binding. They merely constitute an invitation to the AG to submit a binding offer/order.
- 2.2. SPECTRON reserves all property rights, copyrights, and other intellectual property rights to the technical documentation (e.g., drawings, plans, calculations, estimates, catalogs, product descriptions, and other documents ("**SPECTRON Documents**")) provided to the AG. The AG requires the prior consent of SPECTRON, to be given in writing or in text form, to pass on the SPECTRON documents to third parties or to allow them to be used by third parties. At the request of SPECTRON, the AG must return the SPECTRON documents to SPECTRON or to a third party designated by SPECTRON or destroy them.
- 2.3. A contract with the AG shall only be concluded when SPECTRON declares its acceptance in writing or in text form ("**Order Confirmation**") or when SPECTRON performs the service or makes the delivery. Silence on the part of SPECTRON does not constitute acceptance of the AG's offer or order.

3. Deliveries and Services

- 3.1. Unless otherwise stated in SPECTRON's order confirmation, delivery shall be ex works/warehouse (EXW) Incoterms 2020 from SPECTRON's respective delivery location, which is also the place of performance for the deliveries.

- 3.2. If SPECTRON assists with the loading or unloading, transport or installation/connection of the delivery item(s) beyond its contractual and legal obligations, this shall be considered a mere courtesy.
- 3.3. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply mutatis mutandis to any agreed acceptance. The handover or acceptance shall be deemed to have taken place if the AG is in default of acceptance.
- 3.4. Delivery periods and dates are for planning purposes only and are non-binding, unless otherwise expressly agreed between the parties. The commencement and adherence to agreed delivery periods and dates presupposes that all technical questions have been clarified and that any obligations to cooperate, in particular the timely receipt of the provisions, documents, approvals, investigations, releases and the agreed terms of payment to be provided by the AG, have been fulfilled. If these conditions are not fulfilled properly, in particular not in a timely manner, SPECTRON shall be entitled to extend the delivery period concerned, to postpone the delivery date appropriately and/or to give priority to other orders from third parties. This shall not apply if SPECTRON is responsible for the delay in question.
- 3.5. If the AG is in default of acceptance, fails to cooperate, or if SPECTRON's performance or delivery is delayed for other reasons for which the AG is responsible, SPECTRON may demand compensation for the resulting damage and reimbursement of additional expenses (such as storage and transport costs). Even without proof of damage, SPECTRON may charge the AG a flat rate of 0.5% of the net price of the delivery items (delivery value) per calendar week or part thereof, up to a maximum of 5% of the delivery value of the delivery concerned. SPECTRON reserves the right to claim further damages. The AG is entitled to prove that SPECTRON has incurred no damage or less damage than the above lump sum. Other and further claims and rights of SPECTRON remain unaffected.
- 3.6. If non-compliance with delivery deadlines or dates is due to force majeure and other disruptions that were not foreseeable at the time the contract was concluded and for which SPECTRON is not responsible, SPECTRON shall be released from its contractual obligations for the duration and scope of their effects. Force majeure in this sense shall be deemed to include all events which prevent SPECTRON from fulfilling its contractual obligations in whole or in part and which are beyond SPECTRON's control. Events of force majeure include, in particular, war, unrest, mobilization, terrorist attacks, natural disasters, fire, explosion, lightning strike, epidemics, pandemics, strikes/lockouts beyond SPECTRON's control, disruptions to the supply of energy or raw materials, embargoes, machine damage not due to improper maintenance, resource shortages, cyber attacks, as well as operational, traffic, or transport disruptions, or the failure of suppliers to deliver, or to deliver correctly or on time, despite a congruent hedging transaction concluded by SPECTRON. If the disruptions or obstacles are of a temporary nature, the delivery or service deadlines shall be extended or the delivery or service dates postponed by the period during which SPECTRON is affected by the hindrance, plus a reasonable start-up period.
- 3.7. Clause 3.6 shall also apply if the circumstances referred to in Clause 3.6 occur at SPECTRON's upstream suppliers, provided that SPECTRON has concluded a congruent covering transaction with the upstream suppliers.
- 3.8. If SPECTRON is unable to meet binding delivery deadlines and dates, SPECTRON shall inform the AG thereof without delay and at the same time notify the AG of the expected new delivery deadline. If the service is still not available within the new delivery period, SPECTRON shall be entitled to withdraw from the contract in whole or in part if SPECTRON had concluded a congruent covering transaction with its supplier, was let down by this supplier, and is not responsible for this circumstance; in this case, SPECTRON shall reimburse the AG for any consideration already paid. Other and further claims of the AG against SPECTRON are excluded.
- 3.9. SPECTRON is entitled to make partial deliveries if these partial deliveries are usable for the AG within the scope of the contractual purpose and do not result in significant additional expense or additional costs for the AG (unless SPECTRON agrees to bear these costs).

- 3.10. A delay in delivery by SPECTRON shall occur in accordance with the statutory provisions. In any case, however, a reminder from the AG is required. The AG may only withdraw from the contract if SPECTRON is responsible for the delay in delivery. SPECTRON's liability for expenses or damages to the AG is limited in accordance with Section 8 of these GTC.

4. Prices, Shipment, Terms of Payment

- 4.1. Insofar as the agreed prices are based on SPECTRON's list prices, SPECTRON's prices valid at the time of delivery plus the applicable statutory value added tax shall apply. SPECTRON reserves the right to adjust prices if, after conclusion of the contract, cost reductions or cost increases occur, e.g., due to collective agreements or changes in material prices. In particular, SPECTRON shall be entitled to adjust prices accordingly in the event of any changes in labor costs due to collective agreements or statutory regulations or internal company agreements, as well as changes in other cost centers relevant to the calculation or costs necessary for the provision of services, such as those for materials, energy, transport, external work, financing, etc. SPECTRON is obliged to proceed in the same manner in the event of cost reductions. SPECTRON shall provide the AG with evidence of both cost reductions and cost increases as soon as these occur, upon request.
- 4.2. Invoices from SPECTRON are payable within 30 days of the invoice date without deduction. For contracts with a net delivery value of more than EUR 100,000, SPECTRON is entitled to demand a down payment of 1/3 of the net purchase price. The down payment is payable within 14 days of the invoice date. Payments shall be made by bank transfer. The date of receipt by SPECTRON shall be decisive for the timeliness of the payment.
- 4.3. The AG shall be in default upon expiry of the payment deadlines specified in Section 4.3. In the event of late payment, SPECTRON shall be entitled to charge bank interest, but at least interest at a rate of 9 percentage points above the base rate announced by the European Central Bank within the meaning of Section 247 of the German Civil Code (BGB). Other and further claims by SPECTRON due to the AG's default shall remain unaffected.
- 4.4. If the AG is in default of payment, SPECTRON shall be entitled, without waiving its claims, to take back the delivery items until full payment has been made or to withdraw from the contract. SPECTRON shall also be entitled to withhold all deliveries or services until full payment has been made. Other and further claims by SPECTRON due to the AG's default shall remain unaffected.
- 4.5. The AG shall have no rights to refuse performance or rights of retention against SPECTRON, unless the AG has an undisputed or legally established claim. The AG may only offset claims that are undisputed or have been legally established. SPECTRON shall be entitled to full rights of set-off and retention.
- 4.6. In the event that SPECTRON is obliged to make advance performance and it becomes apparent after conclusion of the contract that SPECTRON's claim for payment is jeopardized by the AG's inability to pay, SPECTRON shall be entitled to set a reasonable deadline within which the AG must, at its discretion, either provide consideration for the performance or provide SPECTRON with security. If the period set by SPECTRON expires without result, SPECTRON shall be entitled to withdraw from the contract and claim damages in accordance with the statutory provisions. Further rights of SPECTRON to refuse performance or to withhold performance shall remain unaffected.

5. Retention of Title

- 5.1. SPECTRON retains title to the delivery items until all claims to which SPECTRON is entitled from the business relationship have been fulfilled in full ("**goods subject to retention of title**"). In the case of current accounts, the goods subject to retention of title also serve to secure the balance claim. The AG is obliged to treat the goods subject to retention of title with care and to maintain them. In particular, the AG is obliged to take out insurance for the goods subject to retention of title at its own expense, which sufficiently covers fire, water, and theft risks at replacement value. Upon request by SPECTRON, the AG must immediately provide proof of insurance for the goods subject to retention of title. The AG hereby assigns to SPECTRON all compensation claims to which it is entitled under this insurance. SPECTRON hereby accepts the assignment. If the assignment is not permissible, the AG hereby instructs the insurer to make any payments only to SPECTRON. Other and further claims by SPECTRON remain unaffected.
- 5.2. The AG is entitled to process or combine the goods subject to retention of title in the ordinary course of business. SPECTRON acquires co-title of the products resulting from the processing or combination to secure the claims mentioned in clause 5.1, which the AG hereby transfers to SPECTRON. The AG shall store the products subject to SPECTRON's co-title free of charge as a contractual ancillary obligation. The amount of SPECTRON's co-title share shall be determined by the ratio of the value of the goods subject to retention of title (calculated on the basis of the invoice amount including VAT) to the value of the product created by processing or combining them at the time of processing or combining.
- 5.3. The AG is entitled to resell the goods subject to retention of title in the ordinary course of business. However, the AG may not pledge the goods subject to retention of title, assign them as security or make any other dispositions that jeopardize SPECTRON's ownership. The AG hereby assigns to SPECTRON all claims with all ancillary rights arising from the resale of the goods subject to retention of title against its customers. This applies regardless of whether the goods subject to retention of title are resold as such or after processing or combination (Section 5.4). In the event that the goods subject to retention of title are resold together with other goods that do not belong to SPECTRON, the AG shall assign to SPECTRON that part of the claim arising from the resale which corresponds to the invoice amount of the goods subject to retention of title (including VAT). If the AG resells goods subject to retention of title that belong to SPECTRON only on a pro rata basis, the portion of the claim arising from the resale assigned to SPECTRON shall be calculated according to SPECTRON's share of ownership. SPECTRON hereby accepts the assignments. If an assignment is not permissible, the third-party debtor is hereby instructed by the AG to make any payments only to SPECTRON.
- 5.4. SPECTRON revocably authorizes the AG to collect the claims assigned to SPECTRON from the resale on behalf of SPECTRON in its own name. The amounts collected shall be transferred to SPECTRON without delay. SPECTRON may revoke the AG's collection authorization for good cause. Good cause shall be deemed to exist in particular if the AG acts in breach of contract by failing to properly meet its payment obligations to SPECTRON, falls into arrears, suspends payments, or if the opening of insolvency proceedings or comparable proceedings for the settlement of debts relating to the AG's assets is applied for, or if a justified application by a third party for the opening of insolvency proceedings or comparable proceedings for the settlement of debts relating to the AG's assets is rejected due to lack of assets. In the event of a global assignment by the AG, the claims assigned to SPECTRON shall be expressly excluded.
- 5.5. If the AG processes or transforms the goods subject to retention of title, this shall always be done on behalf of SPECTRON. If the goods subject to retention of title are processed or transformed with other items not belonging to SPECTRON, SPECTRON shall acquire co-title of the new item in proportion to the value of the delivered items to the other processed items at the time of processing or transformation. The same shall apply if the delivery items are combined or mixed with other items not belonging to SPECTRON in such a way that the goods subject to retention of title can no longer be regarded as the main item and SPECTRON loses its full ownership. The new items shall be kept by the AG for SPECTRON. The same provisions shall apply to the items created by processing or transformation, as well as by combination or mixing, as to the goods subject to retention of title. The AG's expectant right to the goods subject to retention of title shall continue to apply to the processed or transformed items.

- 5.6. At SPECTRON's request, the AG shall immediately notify its customers of the assignment of the claims and provide SPECTRON with all information and documents required by SPECTRON for collection.
- 5.7. If the realizable value of the securities to which SPECTRON is entitled, taking into account customary bank valuation discounts, exceeds SPECTRON's secured claims against the AG by more than 10%, SPECTRON shall be obliged, at the AG's request, to release securities of a corresponding amount at its own discretion. However, this shall only apply insofar as the securities are divisible. The valuation shall be based on the invoice value of the goods subject to retention of title and the nominal value of the claims.
- 5.8. If the goods subject to retention of title are seized or if SPECTRON's rights are otherwise impaired by third parties, the AG is obliged to notify SPECTRON immediately in writing and to provide all necessary information, to inform the seizing party or third party immediately of the retention of title, and to cooperate with SPECTRON's measures to protect the goods subject to retention of title. If the attaching party or the third party is unable to reimburse SPECTRON for the judicial and extrajudicial costs incurred in enforcing SPECTRON's property rights, the AG shall be obliged to compensate SPECTRON for the resulting loss, unless the AG is not responsible for the breach of duty.
- 5.9. In the event of conduct in breach of contract, in particular in the event of default in payment by the AG, SPECTRON shall be entitled, without prejudice to other and further rights, to withdraw from the contract after expiry of a reasonable grace period set by SPECTRON. The AG shall immediately grant SPECTRON or its agents access to the goods subject to retention of title and surrender them. After giving timely notice, SPECTRON may otherwise dispose of the goods subject to retention of title to satisfy its due claims against the AG.
- 5.10. Insofar as, in the case of deliveries abroad, mandatory legal provisions of the respective country do not provide for retention of title within the meaning of this Section 5 of the GTC or this retention of title provision cannot be agreed with the same effect as in German law, but the reservation of other rights to the delivery item is permissible, the AG hereby grants SPECTRON a corresponding security interest. The AG is obliged to cooperate in all measures necessary to grant SPECTRON such a security interest without delay. The AG shall cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security interests.

6. Claims for Defects

- 6.1. Unless otherwise specified below, the statutory provisions shall apply to the rights of the AG in the event of defects.
- 6.2. The AG's claims for defects presuppose that it has complied with its statutory obligation to inspect and give notice of defects (§§ 377, 381 HGB). To this end, the AG must inspect the delivery items upon delivery, if reasonable also by means of trial processing or trial use, and notify SPECTRON of any obvious defects in writing immediately after delivery of the delivery items. Hidden defects must be reported to SPECTRON in writing immediately after their discovery. The AG must describe the defects in its notification to SPECTRON. If the AG does not carry out this inspection and/or does not notify SPECTRON of a discovered defect, does not do so in a timely manner or does not do so in the agreed form, the delivery shall be deemed to have been approved and SPECTRON shall not be liable for this defect.
- 6.3. In the event of delivery of a defective delivery item, SPECTRON shall be entitled, at its own discretion, to subsequent performance by remedying the defect or delivering a defect-free delivery item. Upon request, the AG shall immediately make the rejected parts available to SPECTRON for inspection purposes. SPECTRON shall bear the necessary expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor, and material costs. In the event of a replacement delivery, the AG shall return the defective delivery items to SPECTRON in accordance with the statutory provisions. They shall become the property of SPECTRON.

- 6.4. If the subsequent performance has failed or if a deadline set by the AG for subsequent performance has expired without success or is dispensable according to the statutory provisions, the AG may, without prejudice to any claims for damages or reimbursement of expenses, withdraw from the contract or reduce the purchase price at its discretion. The same shall apply if subsequent performance is unreasonable for the AG or is delayed beyond reasonable deadlines for reasons for which SPECTRON is responsible. In the event of an insignificant defect, there shall be no right of withdrawal, notwithstanding the foregoing.
- 6.5. Claims for defects shall not exist if the defect is attributable to a violation of operating, maintenance, and installation instructions, unsuitable, improper, or excessive use, insufficient validation by the AG, storage or negligent handling and natural wear and tear, as well as interference with the delivery item by the AG or third parties.
- 6.6. Claims for defects under this Section 6 shall also lapse if the AG modifies the delivery item without SPECTRON's consent or has it modified by third parties, making it impossible or unreasonably difficult for SPECTRON to remedy the defect. In such a case, the AG shall bear the additional costs of remedying the defect resulting from the modifications made.
- 6.7. Recourse claims of the AG pursuant to Sections 445a, 445b BGB shall only exist to the extent that the AG has not made any agreements with its customer that go beyond the statutory claims for defects.
- 6.8. Liability for defects that are not already considered approved in accordance with Section 6.2 shall be governed by Section 8 of these GTC.
- 6.9. SPECTRON does not provide any guarantees, in particular guarantees of quality or durability, unless these are expressly agreed in writing in individual cases.

7. Property Rights – Defects in Title

- 7.1. SPECTRON shall deliver the delivery items free of industrial property rights or copyrights of third parties. The AG must notify SPECTRON immediately in writing if third parties assert claims against it for infringement of such rights. The AG must also support SPECTRON to a reasonable extent in defending against the asserted claims.
- 7.2. In the event that a delivery item infringes a third party's industrial property right or copyright, SPECTRON shall be entitled, at its own discretion and expense, to modify or replace the delivery item in such a way that no third party rights are infringed, but the contractually agreed functions of the delivery item continue to be fulfilled, or to obtain a right of use for the AG by concluding a license agreement with the third party. If SPECTRON does not succeed in doing so within a reasonable period of time, the AG is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the AG are subject to the restrictions of Section 8 of these GTC.
- 7.3. In the event of legal violations by products from other manufacturers delivered by SPECTRON, SPECTRON shall be entitled, at its own discretion, to assert claims against the manufacturers and suppliers on behalf of the AG or to assign them to the AG. In such cases, claims against SPECTRON shall only exist if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers has been unsuccessful or is futile, e.g., due to insolvency.

8. Liability

- 8.1. SPECTRON shall be liable without limitation for damages resulting from the breach of a warranty or from injury to life, limb, or health. The same shall apply to intent and gross negligence, as well as liability under the German Product Liability Act or insofar as SPECTRON has assumed a procurement risk. SPECTRON shall only be liable for simple negligence if essential obligations arising from the nature of the contract and which are of particular importance for achieving the purpose of the contract ("**Cardinal Obligations**") are breached. In the event of a breach of such cardinal obligations, delay, or impossibility, SPECTRON's liability shall be limited to such damages as are typically to be expected within the scope of this contract.
- 8.2. Insofar as SPECTRON's liability is excluded or limited, this also applies to the personal liability of SPECTRON's employees, representatives, and vicarious agents.
- 8.3. When determining the amount of claims, the economic circumstances of SPECTRON, the nature, scope, and duration of the business relationship, and any contributory negligence and/or fault on the part of the AG in accordance with § 254 BGB shall be taken into account appropriately.

9. Limitation Period

- 9.1. The claims of the parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.
- 9.2. The limitation period for claims based on defects is one year from delivery of the delivery item. The statutory limitation periods in the case of fraudulent concealment of a defect, as well as in the case of supplier recourse pursuant to Sections 445a, 445b BGB, where the contract at the end of the supply chain is a consumer goods purchase, remain unaffected. The limitation period of one year also applies to claims arising from tort based on a defect in the delivery item. The limitation period of one year does not apply to cases in which SPECTRON has unlimited liability in accordance with Section 8 of these GTC. A statement by SPECTRON on a claim for defects asserted by the AG shall not be deemed to be the commencement of negotiations on the claim or the circumstances giving rise to the claim, provided that SPECTRON rejects the claim for defects in its entirety.

10. Confidentiality

- 10.1. All SPECTRON documents and other business or technical information originating from SPECTRON (including features that can be derived from items or software provided, and other knowledge or experience) ("**Information**") shall be kept confidential from third parties as long as and to the extent that they are not demonstrably public knowledge or have been designated by SPECTRON for resale by the AG, and may only be made available to persons who are necessarily involved in their use and who are also bound to secrecy; they remain the property of SPECTRON.
- 10.2. Such information may not be reproduced or used commercially without the prior written consent of SPECTRON. At SPECTRON's request, all information originating from SPECTRON (including any copies or records made) and items provided on loan must be returned to SPECTRON immediately and in full or destroyed.
- 10.3. SPECTRON reserves all rights to the information referred to in Section 10.1 (including copyrights and the right to register industrial property rights such as patents, utility models, semiconductor protection, etc.).
- 10.4. Notwithstanding the foregoing, the parties undertake to maintain confidentiality regarding the content of the contractual relationships and all related details of a commercial (in particular terms and conditions and ancillary conditions) and technical nature and not to disclose information of this kind to third parties.

11. Data Protection

- 11.1. The parties are obliged to observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") in the execution of the contract, and to require their employees to comply with these provisions.
- 11.2. The parties shall process the personal data received (in particular the names and contact details of the respective contact persons) exclusively for the purpose of fulfilling the respective contract and shall protect this data by means of technical and organizational security measures that are adapted to the current state of the art (Art. 32 GDPR). The parties undertake to delete the personal data as soon as its processing is no longer necessary. Any statutory retention obligations remain unaffected by this.
- 11.3. If SPECTRON processes personal data on behalf of the AG within the scope of the contract, the parties shall conclude an agreement on data processing within the meaning of Art. 28 GDPR.
- 11.4. Information on the processing of personal data by SPECTRON can be found in the data protection information, which can be viewed at [\[INSERT HYPERLINK\]](#). The AG is obliged to inform its employees whose data is passed on to SPECTRON for the processing of an order of this data protection information.

12. Export Control

- 12.1. The AG undertakes to comply with all applicable laws, regulations, and rules ("**Legal Norms**"), in particular those legal norms relating to the prevention of restrictions on competition, corruption, unfair competitive practices, and legal norms relating to export control. Deliveries and services (i.e., the fulfillment of contracts) are subject to the condition that fulfillment is not restricted by national or international regulations, in particular export control regulations and embargoes or other restrictions.
- 12.2. The parties are obliged to provide all information and documents required for export/domestic transport/import correctly, completely, in a timely manner and free of charge.
- 12.3. The AG must take all necessary and appropriate measures to comply with European and national, and where applicable international – in particular US – export regulations. This applies in particular to the export of SPECTRON delivery items to/in sensitive buyer countries or end-user countries. All embargoes shall be observed by the AG. The sanctions lists shall be checked precisely and complied with by the AG.
- 12.4. Delays caused by export controls or approval procedures shall take precedence over the specified deadlines and dates, provided that these are not attributable to SPECTRON.
- 12.5. If it is not possible to obtain the licenses required for certain items, the contract for the items in question shall be deemed not to have been concluded. This does not depend on the validity or legal force of the judgment rejecting the export or transfer. In this case, failure to obtain licenses or comply with deadlines shall not give rise to any claim for damages, unless such failure is attributable to the fault of one of the parties.
- 12.6. In the event of violations of legal norms, in particular violations of the provisions of export control law, SPECTRON shall have the right to terminate or withdraw from the contract. In addition, the AG shall be obliged to indemnify SPECTRON against all fines or other sanctions and claims for damages by third parties due to the violation of legal norms, in particular those of export control law, which arise in connection with services provided by SPECTRON, and to compensate SPECTRON for any intangible and tangible expenses and losses incurred in this regard, in particular fines and punitive damages.

13. Place of Performance, Place of Jurisdiction, Applicable Law, Severability Clause

- 13.1. The place of performance for deliveries is the place from which SPECTRON delivers, unless otherwise agreed.
- 13.2. If the AG is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court responsible for SPECTRON's place of business. However, SPECTRON shall also be entitled to sue the AG at any other permissible place of jurisdiction.
- 13.3. The law of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.4. The contract language is German.
- 13.5. Should any provision of these GTC or part of a provision be or become invalid or unenforceable, or should there be a gap in these GTC, the remaining provisions or the remaining part of the provision shall remain valid. In such a case, SPECTRON and the AG are obliged to replace an invalid or unenforceable provision with a valid or enforceable provision that comes closest to the economic purpose of the invalid or unenforceable provision. In the event of a gap, the provision that corresponds to what would have been agreed in accordance with the purpose of these GTC shall be deemed to have been agreed, provided that the parties had considered the matter from the outset.