

General Terms and Conditions of Delivery of Bürkle Lamination Technologies GmbH for Export Transactions (as of: August 2026)

1. SCOPE

- 1.1 Our offers, sales and the processing of deliveries, pickups and services to customers whose registered office or branch office involved in the contract is located outside the territory of the Federal Republic of Germany are made exclusively on the basis of these General Terms and Conditions of Delivery for Export Transactions (hereinafter referred to as "Terms and Conditions of Export"). The branch office that concludes the contract in its own name shall be decisive in each case.
- 1.2 These Terms and Conditions of Export do not apply if the customer purchases the goods for personal use or for the use in family or household and we knew or should have known this at the time the contract was concluded.
- 1.3 These Terms and Conditions of Export shall also apply to future contractual relationships with the customer if we refer to them in our binding offer or in the binding order confirmation.
- 1.4 If the customer's general terms and conditions deviate from these Terms and Conditions of Export, the customer's terms and conditions shall only apply if they are expressly confirmed by us in text form (e.g. in writing or by email). Counter-confirmations by the customer with reference to its terms and conditions are hereby expressly rejected.
- 1.5 If individual provisions of these Terms and Conditions of Export are deviated from by agreement between us and the customer, this shall not affect the validity of the remaining provisions of these Terms and Conditions of Export.

2. CONCLUSION OF CONTRACT

- 2.1 Our offers are non-binding unless expressly stated otherwise in the offer.
- 2.2 If we make binding offers, the customer must accept them within the acceptance period specified in the offer. If no deadline is specified in a binding offer, an acceptance period of four weeks from the date of the offer shall apply.
- 2.3 The customer is obliged to inform us prior to conclusion of the contract if the goods to be delivered are not intended exclusively for normal use or are to be used under unusual conditions or conditions that pose a particular health, safety or environmental risk or require increased strain, or if the contract involves atypical risks of damage or unusually high amounts of damage that are known or should be known to the customer.
- 2.4 A contract shall only come into effect upon our confirmation in writing. Our order confirmation shall be solely authoritative for the content of the contract, in particular for the scope of services. Oral and/or public statements, in particular those made by third parties (e.g. advertising statements), do not describe our contractual obligations.
- 2.5 If our offer has been prepared specifically according to the customer's wishes, or if something else has been expressly agreed with the customer, the contract shall come into effect when the customer accepts our order confirmation, even if this is done tacitly.
- 2.6 Errors and typing, printing, or calculation mistakes in our non-binding offer and in our catalogs and brochures are reserved.
- 2.7 Unless otherwise agreed, the documents belonging to the non-binding offer, such as illustrations, drawings, invoices, weight or dimension specifications, are only approximate; the final technical data and dimensions can only be specified in the installation and foundation plan after completion of the mechanical and electrical design. Such information, in particular information about the performance and usability of the delivered products and DIN standards, shall only be deemed contractually agreed if we expressly declare this in writing.

3. PREPARATORY DOCUMENTS AND PROPERTY RIGHTS THERETO

- 3.1 Consultations and planning are non-binding unless we have been placed an order. Documents provided by us and information provided, such as sketches, illustrations, drawings, invoices, weight and measurement specifications, are non-binding unless they are designated as binding or have become binding as an expressly referenced part of the contract.
- 3.2 Illustrations, descriptions, price lists, samples, drafts or drawings may not be copied or made available to third parties in any other way. The customer may not use them to manufacture items themselves or have them manufactured by third parties without express agreement to the contrary.
- 3.3 The documents and information referred to in Clauses 3.1 and 3.2 remain our intellectual property, even after the order has been executed.
- 3.4 If, after our consultations and/or planning, no contract for the performance of the service is concluded, all documents produced by us must be returned to us immediately upon request; documents that have been handed over in electronic form must be deleted immediately upon request in a manner that cannot be restored, and this deletion must be confirmed.

4. SCOPE OF SERVICES

- 4.1 The scope of the services to be provided by us is generally based on our order confirmation. The focus of the service provision is always the manufacture and delivery of the delivery item.
- 4.2 If expressly agreed, we shall also provide additional services such as installation, assembly, commissioning, training, etc. (hereinafter referred to as "Additional Services").
- 4.3 The contractual obligations to be fulfilled by the customer in accordance with Section 11 are not included in the scope of services.
- 4.4 We do not grant the customer any guarantees (*Garantien*) upon conclusion of the contract, unless this is expressly agreed individually and in writing.

5. PRICES AND PAYMENTS

- 5.1 Our prices are net prices plus statutory value added tax. They are valid in euros FCA (Incoterms 2020) from the location specified in our order confirmation, plus packaging and costs for Additional Services.
- 5.2 Payments for the delivery item shall be made as follows, unless otherwise agreed:
40% of the delivery value upon placing the order (hereinafter referred to as "Down Payment");
10% of the delivery value 3 months after placing the order;
20% of the delivery value 5 months after placing the order;
20% of the delivery value upon notification of readiness for shipment (before shipment);
10% of the delivery value after final acceptance.
- 5.3 Invoices shall be issued for each payment installment. Unless otherwise agreed, the down payment shall be paid immediately upon conclusion of the contract, and the remaining payments shall be paid 14 days after the invoice date.

- 5.4 The offsetting or withholding of payments is only permissible on the basis of counterclaims arising from the same legal relationship or on the basis of recognized or legally established claims of the customer.

- 5.5 We are entitled to assign our claims against the customer.

- 5.6 With regard to Clause **Error! Reference source not found.**, it shall be clarified that, in accordance with FCA (Incoterms 2020), we are responsible for carrying out the export clearance formalities, if applicable, and for paying any export duties in particular; at our request, the customer shall assist us in this regard at our expense. The customer shall, for its part, carry out all import clearance formalities and pay import duties in particular; if necessary, we shall assist the customer in this regard upon request and at the customer's expense. It is also clarified that the customer shall have no termination right in the event of changes or the introduction of new import measures after conclusion of the contract.

6. DELIVERY PERIODS AND DELAYED PERFORMANCE

- 6.1 Delivery periods shall be agreed individually and expressly as binding upon conclusion of the contract; in case of doubt, the period specified in our order confirmation or in the binding offer shall be decisive. In all other cases, information about the delivery date shall be non-binding.
- 6.2 A binding delivery period shall commence, subject to the following Clause 6.3, on the day on which we dispatch our order confirmation.
- 6.3 If the customer is obliged to procure certain documents, such as approvals, releases, etc., to procure himself, to submit or approve plans or to make a down payment, the delivery period shall commence at the earliest when all documents to be procured by the customer have been received by us, all details of the execution of the order to be clarified with the customer have been clarified, all other obligations to be fulfilled by the customer have been fulfilled, and any down payment to be made has been received by us.
- 6.4 An agreed delivery date shall be postponed accordingly if the customer fails to fulfill its obligations at the agreed time. Our rights due to default on the part of the customer shall remain unaffected.
- 6.5 If we are unable to meet binding delivery deadlines for reasons beyond our control and which we could not foresee at the time of conclusion of the contract or which we cannot avoid or overcome (obstacle), we shall inform the customer thereof without undue delay and at the same time notify them of the expected new delivery deadline. If the service is also unavailable within the new delivery period, the parties shall be obliged to adjust the contract appropriately, taking into account their mutual interests. Force Majeure (Section 18) and late delivery by our suppliers despite timely ordering, or if neither we nor our suppliers have any influence on the hindrance, shall be considered hindrances.
- 6.6 Our liability for damages due to delayed delivery shall be limited to 0.5% of the net order value for each completed week of delay, up to a maximum of 5% of the net order value. If, in the aforementioned cases, the customer asserts a claim for damages in addition to rescinding the contract, this claim for damages shall be limited to 10% of the net order value. The limitations of liability according to the preceding sentences 1 and 2 shall not apply in cases of intent or gross negligence, nor in cases of injury to life, limb, or health.
- 6.7 In all other respects, the statutory rights of the customer and our statutory rights, in particular in the event of exemption from the obligation to perform, remain unaffected.

7. TIMELINESS OF PERFORMANCE

- 7.1 Unless otherwise agreed, our (partial) performance shall be deemed to have been rendered in accordance with the contract
 - with regard to the agreed delivery date if, before the expiry of the delivery period or the delivery date, the delivery item has left the factory or readiness for dispatch of the delivery item has been notified
 - with regard to a bindingly agreed acceptance date, upon notification of readiness for acceptance;
 - with regard to the provision of Additional Services, upon completion of the Additional Service.
- 7.2 In the event of the provision of Additional Services, the customer shall ensure that the services can be provided without disruption, in particular by fulfilling the customer's obligations on site and other obligations (Section 11) in good time in advance or by making them available for the period of service provision. Otherwise, we must be notified of this at least 10 days before the agreed or announced delivery date. If deliveries have already been initiated by us at this point in time and are returned to us due to circumstances for which the customer is responsible, we shall be entitled to invoice our additional expenses separately. The agreed delivery period shall be extended accordingly. This shall also apply in the event of changes or new orders by the customer that are made after conclusion of the contract. The customer shall reimburse us for any storage costs incurred by third parties; if storage is on our premises, the usual local storage costs shall be paid.

8. TRANSFER OF RISK AND RELEVANT POINT IN TIME FOR CONTRACTUAL CONFORMITY

- 8.1 FCA (Incoterms 2020) shall apply to delivery and transfer of risk from the point specified in our order confirmation. If, due to a lack of information provided by the customer, a precise location of the place of delivery and/or precise information about the means of transport cannot be determined without doubt from the order confirmation, this shall not be at our expense.
- 8.2 If dispatch or collection is delayed for reasons within the sphere of influence of the customer, in particular at the request of the customer, the risk shall pass to the customer upon receipt of the notification of readiness for dispatch; this shall also apply if a different delivery clause has been agreed. However, we are obliged to take out the insurance requested by the customer at the customer's request and expense. The customer's payment obligations remain unaffected by this.
- 8.3 In the case of Clause 8.2, we shall also be entitled to demand compensation for the damage incurred as a result, including additional expenses (e.g. storage costs).
- 8.4 The conformity of the delivery item with the contract shall be determined by acceptance, subject to the transfer of risk for destruction or damage not caused by us in accordance with Clauses 8.1 and 8.2.
- 8.5 If an Additional Service (e.g. assembly of the delivery item) has been agreed, the conformity of the goods with the contract shall be determined by the time of acceptance of the delivery item into the customer's business. If a trial operation or a special form of acceptance (special acceptance) has been agreed, the date of the successful trial operation or special acceptance shall be decisive; successful trial operation or special acceptance shall be deemed equivalent to the customer putting the delivery item into use.

9. OBLIGATIONS OF THE CUSTOMER

- 9.1 The customer shall accept the delivery item in accordance with the agreed Incoterms clause upon notification of readiness for shipment or after delivery to the agreed place of delivery.

- 9.2 Before the Additional Services are provided, the customer must ensure that all necessary conditions are met so that the Additional Services can be started immediately upon arrival of our employees without risk to their life and health and can be carried out without interruption as agreed.
- 9.3 The following conditions must be fulfilled by the customer at its own expense and risk:
- the installation site must be prepared in accordance with the installation and foundation plan,
 - foundations are completely dry and set,
 - commissioning of the delivery item in accordance with the installation and foundation plan are available and ready for connection, all supply lines and protective measures (electricity, water, compressed air, hydraulics, residual current circuit breakers etc.) required for the installation and commissioning of the delivery item in accordance with the installation and foundation plan are available and ready for connection,
 - all other construction or ancillary work, including the necessary labour, building materials, tools, energy and water, have been carried out or can be carried out at the agreed time,
 - the delivery item and its accessories are unpacked at the installation site,
 - the rooms in which assembly and commissioning are to take place must be protected against the effects of weather, well lit and sufficiently heated,
 - sample material for commissioning and training in the proper use of the delivery item is provided.
- 9.4 The customer shall also bear the following costs and risks:
- unloading and setting up the delivery item at the installation site by a specialist transport company,
 - the provision of any labor we deem necessary for auxiliary work,
 - the provision of the construction, auxiliary and operating materials, equipment and heavy tools required and suitable for assembly and commissioning, in particular transport and lifting equipment, as well as lighting, electricity and heating,
 - the provision of suitable lockable rooms for our employees to stay in and for storing the system components, materials, tools, etc.
- 9.5 If, for reasons beyond our control, special acceptance, trial operation or the provision of Additional Services cannot take place within 14 days of the delivery item arriving at the installation site, the customer shall be responsible for storing and insuring the delivery item delivered in accordance with the agreement. If the delivery item is not in accordance with the contract due to improper storage, the customer cannot claim a breach of contract on our part.
- 10. ACCEPTANCE OF THE DELIVERY ITEM UPON AGREEMENT**
- 10.1 If, after the Additional Service has been provided, we request special acceptance of the delivery item (notification of readiness for acceptance), the customer must carry out the special acceptance immediately together with us. A joint acceptance report must be drawn up and signed by both contracting parties. The acceptance report must include all contractual non-conformities of the delivery item that are discovered, even if they do not prevent acceptance.
- 10.2 Special acceptance shall be deemed to have been granted if the customer does not carry out acceptance with us within two working days of notification of readiness for acceptance or if the customer puts the delivery item into use.
- 10.3 The customer may not refuse special acceptance due to minor breaches of contract.
- 11. BREACH OF CONTRACT BY THE CUSTOMER**
- 11.1 If the customer fails to fulfill its obligation to accept the delivery item, we shall, beginning one month after notification of readiness for shipment, charge the expenses incurred for storage, in the case of storage at our factory, the local storage costs for each week or part thereof as lump-sum compensation; the contracting parties shall remain free to prove higher or lower actual damages. This shall apply *mutatis mutandis* if delivery is delayed at the request of the customer.
- 11.2 If the customer violates its contractual obligations (acceptance and payment of the purchase price), we may demand compensation and, after the fruitless expiry of a reasonable grace period set by us, cancel the contract.
- 11.3 If damage to the delivery item is caused by improper storage by the customer, the customer shall be liable for this and for any additional expenses incurred by us as a result, in particular repair costs and replacement parts.
- 11.4 If we assert a claim for damages due to a breach of the obligation to accept delivery, we may demand 20% of the net order value as lump-sum compensation; the contracting parties shall remain free to prove that the actual damage was higher or lower.
- 11.5 If the customer violates its obligation to accept the delivery item in accordance with Clause 9.5 or to enable the Additional Service to be provided, we may claim damages and, after the expiry of a reasonable grace period set by us, cancel the contract.
- 11.6 If the customer fails to pay within the payment period – the date of receipt of payment on the bank account specified by us in the invoice being decisive –, it shall pay interest on the outstanding amount at a rate of 9 percentage points above the respective base rate of the European Central Bank as compensation.
- 12. SECURING THE PURCHASE PRICE CLAIM - RETENTION OF TITLE**
- 12.1 The customer is obliged to provide us with sufficient security for our purchase price claim before the delivery item is handed over to him. If a retention of title does not exist at the place of delivery in accordance with the following provisions, the customer must provide us with other sufficient security (e.g., letter of credit or bank guarantee) and take all necessary steps to this end.
- 12.2 The customer is not entitled to resell, pledge, or modify the delivery item subject to retention of title. Operational use by the customer prior to transfer of ownership is permitted.
- 12.3 The customer is obliged to treat the delivery item subject to retention of title with care, in particular to insure it adequately at its own expense against fire, water and theft damage at replacement value. Claims against the insurance company arising from a claim relating to a delivery item subject to retention of title are hereby assigned to us in the amount of the value of the delivery item. We accept this assignment.
- 12.4 In the event of seizure, confiscation, damage and/or loss of the delivery item subject to retention of title, the customer must inform us immediately. Any breach of this obligation or other conduct by the customer in breach of contract by the customer, in particular non-payment of the purchase price due, shall entitle us to withdraw from the contract. The customer shall bear all costs incurred in connection with the successful cancellation of a seizure and, if necessary the successful recovery of the delivered items, in particular in the context of a third-party action, insofar as these costs cannot be recovered from third parties.
- 12.5 If we have effectively cancelled the contract, we shall be entitled to take back the delivery item subject to retention of title if we have given reasonable notice of our intention to do so. Our statutory rights and obligations following cancellation of the contract shall remain unaffected.
- 12.6 The costs incurred by exercising the right of return, in particular for transport and storage, shall be borne by the customer. We are entitled to sell the returned delivery item and to satisfy our claims from the proceeds, provided that the sale has been threatened with reasonable notice. If the proceeds exceed the outstanding claims from the contractual relationship, the surplus shall be paid to the customer.
- 12.7 In the event of suspension of payments, application for or opening of insolvency proceedings against the customer, the customer's right to use the delivery item subject to retention of title for business purposes shall expire. The statutory rights of an insolvency administrator, including provisional insolvency administrators shall remain unaffected.
- 13. OBLIGATION TO INSPECT AND GIVE NOTICE OF DEFECTS (UNTERSUCHUNGS- UND RÜGEFLICHT)**
- 13.1 The customer must inspect the delivery item properly or have it inspected immediately upon receipt.
- 13.2 Our liability for a breach of contract on the part of the delivery item shall lapse without the purchaser being able to invoke any excuse in this respect if the purchaser does not notify us of this breach of contract in writing within ten working days (Saturdays do not count as working days) after it has been discovered or should have been discovered, specifying the nature of the breach of contract in detail. The customer's notification of defects must be sent by the customer within the aforementioned period; it is also necessary that the notification of defects sent within the period has actually been received by us. Negotiations regarding a complaint do not constitute a waiver of our right to object to late, insufficient, or unfounded complaints of defects.
- 13.3 The customer is obliged to give us the opportunity to determine the alleged breach of contract on site. In the event of transport damage or breakage, the delivery item must be left in the condition in which it was found when the damage was discovered.
- 13.4 If, after notification of a defect by the customer, no breach of contract can be established, the customer shall reimburse us for the costs incurred in connection with the inspection of the delivery item.
- 13.5 In any case, the customer loses the right to invoke the non-conformity of the delivery item if he does not report it within 12 months after the delivery item has actually been handed over to him.
- 14. NON-CONFORMITY OF THE DELIVERY ITEM**
- 14.1 If the delivery item is not in accordance with the contract, we may, at our discretion, either repair or replace the item after the agreed delivery period has expired.
- 14.2 Replacement delivery or rectification shall not result in the period specified in Clause 13.5 starting to run again.
- 14.3 If the customer has set us a reasonable grace period for fulfillment of the contract and the contract has not been fulfilled within this period or is refused by us, the customer shall be entitled to reduce the purchase price or to demand cancellation of the contract in accordance with the statutory provisions. The reduction in the purchase price shall be limited to the amount of damage suffered by the customer.
- 14.4 Rights due to breach of contract can only arise if the goods are in breach of contract at the relevant time in accordance with Section 8. No breach of contract shall be deemed to exist in the event of unsuitable or improper use and storage, faulty assembly or commissioning by the customer or third parties commissioned by the customer, natural wear and tear, faulty or negligent handling or maintenance in accordance with the documentation, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences.
- 14.5 We shall only be liable for damage due to breach of contract for the goods within the limits specified in Section 15.
- 15. LIABILITY**
- 15.1 We shall be liable for damage in cases of intent or gross negligence on our part, on the part of our legal representatives or vicarious agents, in the event of the assumption of a guarantee or the procurement risk, in accordance with the provisions of the German Product Liability Act (*Produkthaftungsgesetz*), and in the event of injury to life, limb, or health for which we or our legal representatives or vicarious agents are responsible.
- 15.2 In all other cases of liability, claims for damages due to the breach of a contractual obligation are limited to the amount of our insurance coverage of EUR 3 million. In the event that higher damages are to be expected, the customer must inform us of this prior to conclusion of the contract in accordance with Clause 2.3.
- 15.3 We shall not be liable for consequential damages, additional expenses, lost profits, or other financial losses incurred by the customer.
- 15.4 The limitation of liability for delayed delivery in accordance with Clause 6.6 remains unaffected by this.
- 15.5 Insofar as our liability is excluded or limited on the basis of the above provisions, this shall also apply to the personal liability of our employees, workers, staff, representatives, and other vicarious agents.
- 15.6 The terms "damage" or "claims for damages" in these export conditions also include claims for reimbursement of futile expenses.
- 16. LIMITATION**
- 16.1 In the case of mandatory strict liability, in particular under the German Product Liability Act and in the case of warranty liability (*Garantiehaftung*), as well as in the case of the construction of buildings and the delivery of items for buildings, the statutory limitation period shall apply.
- 16.2 In the event of damage resulting from injury to life, limb, or health based on a negligent breach of duty by us or an intentional or negligent breach of duty by our legal representative or vicarious agent, in the event of other damage which are based on a grossly negligent breach of duty by us or on an intentional or grossly negligent breach of duty by our legal representative or vicarious agent, as well as for damages based on an intentional or negligent breach of essential contractual obligations from the respective contract by us or our legal representative or vicarious agent, the statutory limitation period shall also apply.
- 16.3 In all other cases, the period of limitation shall be one year.
- 17. SOFTWARE**
- 17.1 Insofar as software is included in the scope of delivery, the customer is granted a non-exclusive, unlimited right to use the software and the associated documentation. The software is provided exclusively for use on the delivery item for which it is intended. Use of the software for other purposes is prohibited. The customer has no right to rent or sublicense the software in any other way, to reproduce or make it publicly available by wire or wireless means, or to make it available to third parties for a fee or free of charge.

- 17.2 The customer is entitled to permanently transfer the software together with the delivery item to a third party upon handover of the documentation. In this case, the customer is obliged to completely cease their own use of the software, remove all installed copies of the software from their computers and delete all copies stored on other data carriers. At our request, the customer must confirm in writing that the aforementioned measures have been carried out in full. Furthermore, the customer shall expressly agree with the third party to observe the scope of the rights granted in accordance with the above Clause 17.1.
- 17.3 The customer is only entitled to decompile and reproduce the software to the extent permitted by law. However, this only applies if we have not provided the customer with the necessary information upon request within a reasonable period of time.
- 17.4 The customer is entitled to make a backup copy of the software if this is necessary to ensure its future use. The Customer shall affix the note "Backup copy" and a clearly visible copyright notice to the backup copy created. The customer is obliged not to remove any manufacturer's information - in particular copyright notices - or to change them without our prior express consent.
- 17.5 All other rights to the software and the documentation, including copies, remain with us or the software supplier. The customer is not permitted to grant sublicenses.
- 17.6 The provisions under the above Section 12 (Securing the Purchase Price Claim – Retention of Title), Section 13 (Obligation to Inspect and Give Notice of Defects) and Section 15 (Liability) shall apply mutatis mutandis to the software. Clause 14.4 applies with the proviso that rights to material defects in the software shall not arise if the defect is attributable to the software being used in a hardware and/or software environment that does not meet the requirements specified by us, or to changes and modifications made to the software by the customer without being entitled to do so by law, these Terms and Conditions of Delivery or our prior written consent.

18.FORCE MAJEURE

- 18.1 **"Force Majeure"** means the occurrence of an event or circumstance that prevents a party from fulfilling a contractual obligation, if and to the extent that the party affected by the hindrance (hereinafter referred to as **"the affected Party"**) proves (a) that such an impediment is beyond its reasonable control, and (b) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party. Obstacles within the meaning of (a) include, but are not limited to, wars, civil wars, riots, acts of terrorism, piracy, currency and trade restrictions, embargoes, sanctions, supply bottlenecks, official measures and orders, expropriations, epidemics, pandemics, natural disasters, fire, unless the unaffected party proves otherwise.
- 18.2 If a party fails to fulfill its contractual obligation due to the failure of a third party whom it has commissioned to fulfill the entire contract or part of the contract (including upstream suppliers), the party may only invoke Force Majeure to the extent that the conditions set out in Clause 18.1 are met for both the contracting party and the third party.
- 18.3 Insofar as Clause 18.1 or 18.2 is fulfilled, the affected party shall be released from its contractual obligation and from any liability for its breach from the time when the obstacle causes the inability to perform and to the extent that the obstacle prevents performance, provided that it notifies the other party immediately. If the notification is not made immediately, the exemption shall only take effect from the time the notification is received by the other party. The other party may suspend the performance of its obligations, if applicable, from the time of notification.
- 18.4 If the effect of the claimed obstacle or event is temporary, Clause 18.3 shall only apply for as long as the claimed obstacle prevents the affected party from fulfilling its contractual obligation. The affected Party must notify the other party as soon as the obstacle no longer exists.
- 18.5 The Affected Party shall be obliged to remedy the Force Majeure as far as possible and to limit its effects as far as possible.
- 18.6 If the Force Majeure lasts for more than three months, the parties shall be obliged to adjust the contract appropriately, taking into account their mutual interests.

19.HARDSHIP

- 19.1 A party is obliged to fulfill its contractual obligations even if events have occurred that make fulfillment more difficult than could reasonably have been expected at the time the contract was concluded.
- 19.2 Notwithstanding Clause 19.1, if one party to the contract proves that (a) the continued performance of its contractual obligations has become excessively burdensome due to an event beyond its control and which it could not reasonably have taken into account at the time the contract was concluded, has become excessively burdensome and that (b) it could not have avoided or overcome the event or its consequences in a reasonable and economically appropriate manner (**"Case of Hardship"**), the parties shall be obliged to negotiate alternative contractual terms within a reasonable period of time after the Case of Hardship has been asserted, which reasonably enable the consequences of the event to be overcome.
- 19.3 If Clause 19.2 applies, but the parties have been unable to agree on alternative contractual terms in accordance with this section, either party shall be entitled to request a neutral arbitrator selected by the International Chamber of Commerce, Berlin, Germany, to adapt the contract with a view to restoring its balanced relationship or to terminate the contract; the ICC Rules of Arbitration shall apply, the language of the arbitration shall be English, and the place of arbitration shall be Stuttgart, Germany.

20.DATA PROTECTION

The customer agrees that we may store, use or process personal data in accordance with the German Federal Data Protection Act (*Bundesdatenschutzgesetz*) and the European General Data Protection Regulation to the extent necessary for the performance of this contract.

21.LABEL

- 21.1 Unless expressly agreed otherwise, the delivery item and the associated documentation shall be labeled or written in German, and the delivery item shall meet the legal requirements applicable in Germany with regard to labeling and approval.
- 21.2 The customer shall be solely responsible for fulfilling any further requirements of other legal systems outside Germany with regard to labeling or approval, unless the parties have agreed otherwise.

22.DETERIORATION OF ASSETS

- 22.1 If the customer's financial situation deteriorates after conclusion of the contract, the statutory provisions shall apply.
- 22.2 The same shall apply if, after conclusion of the contract, we become aware of facts that give rise to justified doubts about the solvency or creditworthiness of the customer, unless the customer can prove that we were already aware of these facts at the time of conclusion of the contract.

23.PLACE OF PAYMENT AND PERFORMANCE, PLACE OF JURISDICTION, CHOICE OF LAW

- 23.1 The place of payment and performance for all obligations is Freudenstadt im Schwarzwald, Germany.
- 23.2 The place of jurisdiction for all rights and obligations of the contracting parties arising from transactions of any kind is Freudenstadt im Schwarzwald, Germany. However, we are also entitled to sue the customer at its general or special place of jurisdiction.
- 23.3 These General Terms and Conditions of Export and the entire legal relationship between us and the customer shall be governed exclusively by the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, in its English version. Legal issues that are not regulated in this agreement or that cannot be decided in accordance with its principles shall be governed by German law. Accordingly, in case of ambiguous meaning of words/phrases in these General Terms and Conditions of Export under German law, the German translation in brackets *Italics* shall be authoritative; besides the German version of these General Terms and Conditions of Delivery shall provide interpretative clearance in case of doubt.

Bürkle Lamination Technologies GmbH