

General Terms and Conditions of Delivery of Bürkle Lamination Technologies GmbH for Domestic 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 in the Federal Republic of Germany are made exclusively on the basis of these General Terms and Conditions of Delivery for Domestic Transactions (hereinafter referred to as "**Terms and Conditions of Delivery**"). The branch office that concludes the contract in its own name shall be decisive in each case.
- 1.2 These Terms and Conditions of Delivery apply only to natural or legal persons or partnerships with legal capacity who, at the time of conclusion of the contract, are acting in the exercise of their commercial or independent professional activity ("**Entrepreneurs**") as well as to legal persons under public law or a special fund under public law. They shall not apply to natural persons who conclude the contract for a purpose that cannot be attributed to their commercial or self-employed professional activity ("**Consumers**").
- 1.3 These Terms and Conditions of Delivery also apply to all future contractual relationships with the customer without the need for a new agreement.
- 1.4 If the customer's general terms and conditions deviate from these Terms and Conditions of Delivery, the customer's terms and conditions shall only apply if they have been expressly confirmed by us in writing (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 Delivery are agreed between us and the customer, this shall not affect the validity of the remaining provisions of these Terms and Conditions of Delivery.

2. CONCLUSION OF CONTRACT

- 2.1 Our offers are subject to change without notice, 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 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 obligation to perform.
- 2.4 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.
- 2.5 We reserve the right to errors and typing, printing or calculation mistakes in our non-binding offer as well as in our catalogs and brochures.
- 2.6 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 determined in the installation and foundation plan after completion of the mechanical and electrical design. Such information in the offer, in particular information about the performance and usability of the delivered products as well as 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 already been awarded an order. Documents provided by us and information provided, such as plan sketches, illustrations, drawings, weight and dimension specifications, or specifications and requirements 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, drawings, or any other technical data 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 shall 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 provided 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 scope of services does not include the provisions to be made by the customer in accordance with Section 11.

5. PRICES AND PAYMENTS

- 5.1 Our prices are exclusive of 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, unless otherwise agreed, shall be made as follows:
40% of the delivery value upon placing the order (hereinafter referred to as "**Down Payment**"), strictly net, plus statutory value-added tax;
10% of the delivery value 3 months after placing the order, strictly net, plus statutory value-added tax;
20% of the delivery value 5 months after placing the order, strictly net, plus statutory value-added tax;
20% of the delivery value upon notification of readiness for shipment (before shipment), strictly net, plus statutory value-added tax;
10% of the delivery value after final acceptance, strictly net, plus statutory value-added tax;.

- 5.3 Invoices shall be issued for each payment installment. Unless otherwise agreed, the down payment shall be due immediately upon conclusion of the contract, strictly net and without deduction, and the remaining payments shall be due 14 days after the invoice date, strictly net and without deduction. The same shall apply in the event that the purchase price is to be paid concurrently (*Zug um Zug*) with delivery.

- 5.4 After the due date, interest on arrears shall be payable at a rate of 9 percentage points above the base rate of the European Central Bank until the date of default.

- 5.5 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.

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

6. DELIVERY PERIODS AND NON-AVAILABILITY OF 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 our order confirmation is dispatched.

- 6.3 If the customer is obliged to procure certain documents, such as approvals, releases, etc., to provide plans or approvals, or to make a down payment, the delivery period shall commence at the earliest when all documents to be provided 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 (non-availability of the service), we will inform the customer 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 deadline, the parties are obliged to adjust the contract appropriately, taking into account their mutual interests. In this sense, the service shall be deemed unavailable in particular in cases of Force Majeure (Section 18) and in cases of late delivery by our suppliers, provided that we have concluded a congruent covering transaction, that neither we nor our suppliers are at fault, or that we are not obliged to procure the goods in individual cases.

7. TIMELINESS OF PERFORMANCE

- 7.1 Unless agreed otherwise, our (partial) performance shall be deemed to have been made on time

→ with regard to the agreed delivery date, if the delivery item has left the factory or notification of readiness for shipment of the delivery item has been given before the expiry of the delivery period or delivery date;

→ with regard to an agreed or statutory acceptance, upon notification of readiness for acceptance;

→ with regard to the provision of Additional Services, upon completion of the respective 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. DEFAULT

- 8.1 If the customer is in default of acceptance of the delivery item, we shall charge the expenses incurred for storage, in the case of storage at our factory the usual local storage costs. This shall apply accordingly if delivery is delayed at the request of the customer.

- 8.2 If the customer defaults on acceptance of the delivery item or on payment of one or more purchase price installments, we may, after expiry of a reasonable grace period set by us, withdraw from the contract and/or claim damages in lieu of performance. If we assert a claim for damages in lieu of performance, we may demand 20% of the net order value as lump-sum compensation; the contracting parties shall remain entitled to prove that the actual damage was higher or lower.

- 8.3 If we are in default of delivery due to simple negligence, our liability for damages due to the delay in delivery shall be limited to 0.5% of the net order value for each completed week of delay, but to a maximum of 5% of the net order value. If the customer claims damages instead of delivery in the aforementioned cases, 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 the event of default due to intent or gross negligence, nor in the event of injury to life, limb or health, or in the case of a fixed-date transaction (*Fixgeschäft*), i.e. if the transaction stands or falls on adherence to the specified performance date.

- 8.4 In all other respects, the statutory rights of the customer remain unaffected, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and /or subsequent performance).

9. PARTIAL DELIVERIES, PARTIAL DEFAULT AND PARTIAL IMPOSSIBILITY

- 9.1 We are entitled to make partial deliveries if the customer has an objective interest in the partial delivery in accordance with the purpose of the contract and if this does not result in significant additional expense for the customer. Partial deliveries are billable separately.

- 9.2 In the event of partial default or partial impossibility, the customer may only withdraw from the entire contract or claim damages for non-performance of the entire obligation if partial performance of the contract is of no interest to him.

- 9.3 In all other respects, the provisions of the preceding Section 8 shall apply accordingly to partial default

10. TRANSFER OF RISK, STORAGE BY THE CUSTOMER

- 10.1 Unless otherwise agreed, delivery and transfer of risk shall be governed by FCA (Incoterms 2020) from the place specified in the order confirmation. If, due to a lack of information provided by the customer, a precise indication of the place of delivery and/or a precise indication of the means of transport cannot be determined beyond doubt from the order confirmation, this shall not be at our expense.
- 10.2 If dispatch or collection is delayed for reasons for which the customer is responsible, in particular at the customer's request, the risk shall pass to the customer at the time of 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 as demanded by the customer at the customer's request and expense. The customer's payment obligations remain unaffected by this.
- 10.3 In the case of previous Clause 10.2 we shall also be entitled to demand compensation for any damage incurred as a result, including additional expenses (e.g. storage costs).
- 10.4 If the Additional Service of assembly cannot be performed within 14 days of the arrival of the delivery item at the installation site for reasons for which we are not responsible, the customer shall be obliged to store and insure the delivery which was delivered in accordance with the agreement. If damage to the delivery item is caused by improper storage, 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.
- 10.5 If the customer is in default with the acceptance of the delivery item, the acceptance or the enabling of the Additional Service, we may, after the fruitless expiry of a reasonable grace period set by us, withdraw from the contract and/or demand compensation in lieu of performance. In all other respects, Clause 8.2 shall apply.

11. ANCILLARY OBLIGATIONS AND PROVISIONS (*BEISTELLUNGEN*) OF THE CUSTOMER

- 11.1 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.
- 11.2 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,
 - 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.
- 11.3 The customer shall also bear the following costs and risks:
- unloading and setting up the delivery item at the installation site by a special transport company,
 - the provision of the personnel we deem necessary for auxiliary work,
 - the provision of the construction, auxiliary and operating materials, equipment and heavy tools necessary and suitable for assembly and commissioning, in particular transport and lifting tools, as well as lighting, electricity and heating,
 - the provision of suitable lockable rooms for our employees to stay in and for storing components, materials, tools, etc.

12. ACCEPTANCE OF THE DELIVERY ITEM AS AGREED

- 12.1 If, after fulfillment of our obligations, we request the agreed acceptance of the delivery item (notification of readiness for acceptance), the customer shall carry out the acceptance immediately together with us. A joint acceptance protocol shall be drawn up and signed by both contracting parties. The acceptance report must record all contractual non-conformities of the delivery item discovered, even if they do not prevent acceptance.
- 12.2 Acceptance shall be deemed to have taken place if the customer does not carry out acceptance with us within two working days after notification of readiness for acceptance or if the customer puts the delivery item into use.
- 12.3 The customer may not refuse acceptance due to minor defects.

13. RETENTION OF TITLE

- 13.1 We retain title to the delivery item until all claims (including future claims) arising from the business relationship with the customer have been settled in full (including all ancillary claims as financing costs and interest).
- 13.2 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.
- 13.3 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.
- 13.4 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. A breach of this obligation or any other breach of contract by the customer, in particular non-payment of the purchase price due, entitles us to withdraw from the contract. The customer shall bear all costs incurred, in particular in the context of a third-party action to successfully lift a seizure and, if necessary, to successfully recover the delivered items, insofar as they cannot be collected from third parties.
- 13.5 If we have legally effectively withdrawn from the contract, we shall be entitled to take back the delivery item subject to retention of title if the withdrawal has been threatened with reasonable notice. Our statutory rights and obligations following withdrawal from the contract shall remain unaffected. 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.
- 13.6 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.

- 13.5 If we have legally effectively withdrawn from the contract, we shall be entitled to take back the delivery item subject to retention of title if the withdrawal has been threatened with reasonable notice. Our statutory rights and obligations following withdrawal from the contract shall remain unaffected. 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.

- 13.6 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.

14. NOTIFICATION OF DEFECTS (*MÄNGELRÜGE*), RIGHTS IN THE EVENT OF MATERIAL DEFECTS (*RECHTE BEI SACHMÄNGELN*)

- 14.1 The customer must report defects of any kind - with the exception of hidden defects - in writing immediately after delivery to the customer, at the latest after ten working days (Saturdays do not count as working days); otherwise, the delivery item shall be deemed approved. Hidden defects must be reported in writing immediately after discovery, but no later than within the warranty period (*Gewährleistungsverjährungsfrist*); otherwise, the delivery item shall also be deemed approved with regard to these hidden defects. Negotiations regarding a complaint shall in no case constitute a waiver of our right to object to late, insufficient, or unfounded complaints concerning defects.
- 14.2 The customer is obliged to give us the opportunity to inspect the reported defect 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.
- 14.3 If, after notification of a defect by the customer, a defect in the delivery item cannot be identified, the customer shall reimburse us for the costs incurred in connection with the inspection of the delivery item.
- 14.4 If the delivery item is defective, we may, at our discretion either remedy the defect or deliver a defect-free item (replacement delivery - *Ersatzlieferung*) as subsequent performance, unless otherwise agreed between the parties.
- 14.5 If we are not willing or able to repair/replace the item, in particular if this is delayed beyond a reasonable grace period set by the customer for reasons for which we are responsible, or if the repair/replacement fails in any other way, the customer shall be entitled, at its discretion, to withdraw from the contract or reduce the consideration owed if further attempts at subsequent performance are unreasonable for it. The customer may only withdraw from the contract with our consent in the case of an insignificant defect.
- 14.6 Rights arising from material defects can only arise if the delivery item has a material defect at the time of transfer of risk. No rights arising from material defects shall arise in the event of unsuitable or improper use, 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, unless these are attributable to a fault on our part, as well as in cases of Force Majeure.
- 14.7 In all other respects, the customer shall be entitled to the statutory rights for defects. However, we shall only be liable for damage due to defects in the delivery item within the limits specified in Section 15.
- 14.8 We do not grant the customer any guarantees (*Garantien*) upon conclusion of the contract, unless this is expressly agreed individually and in writing.

15. LIABILITY

- 15.1 We shall be liable for damages in cases of intent or gross negligence on our part, on the part of our legal representatives or vicarious agents, in the event of 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 If we or our legal representatives or vicarious agents otherwise violate an essential contractual obligation (*wesentliche Vertragspflicht*) with simple negligence, i.e., an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfillment the contractual partner may regularly rely, our liability for damages shall be limited to the foreseeable damage typical for this type of contract. The limitations of liability for delays in delivery pursuant to Clauses 6.5 and 8.3 remain hereby unaffected by this.
- 15.3 In all other cases of liability, claims for damages due to the breach of an obligation arising from the contractual relationship or due to tort are excluded; in particular, so that we are also not liable for consequential damages, additional expenses, lost profits, or other financial losses of the customer.
- 15.4 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.
- 15.5 The terms "damage" or "claims for damages" in these Terms and Conditions of Delivery also include claims for reimbursement of futile expenses.

16. LIMITATION

- 16.1 In the case of statutory 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 in the case of damage 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 If 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 provided by us. The software is provided exclusively for use in accordance with its intended purpose 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 Clause 17.1 above.
- 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 13 (Retention of Title), Section 14 (Notification of Defects, Rights in the Event of Material Defects) and Section 15 (Liability) shall apply mutatis mutandis to the software. Clause 14.6 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 impediment (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 (including upstream suppliers) whom it has commissioned to fulfill the entire contract or part of the contract, 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 without undue delay. If notification is not given without undue delay, the exemption shall only take effect from the time when the other party receives the notification. The other party may suspend the performance of its contractual 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 in question 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 adjust 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.LABELLING

- 21.1 Unless expressly agreed otherwise, the delivery item and the accompanying documentation are labelled or written in German and the product complies with the legal requirements applicable in Germany with regard to labelling 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, we shall be entitled to make outstanding deliveries and provide outstanding services only against security. If the customer is unable to provide the required security within a reasonable period of time, we shall be entitled to withdraw from the contract.
- 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 or should have been aware of them if we had exercised the necessary care.

23.FINAL PROVISIONS, PLACE OF JURISDICTION

- 23.1 The place of payment and performance for all obligations is Freudenstadt im Schwarzwald, Germany.
- 23.2 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all rights and obligations of the contracting parties arising from transactions of any kind shall be Freudenstadt im Schwarzwald, Germany. The same shall apply if the customer does not have a general place of jurisdiction in Germany, moves his place of residence or habitual abode outside Germany after conclusion of the contract, or if his place of residence or habitual abode is unknown at the time the action is brought. However, we shall also be entitled to sue the customer at its general or special place of jurisdiction.
- 23.3 These General Terms and Conditions of Delivery and all legal relationships between us and the customer shall be governed by the laws of the Federal Republic of Germany. In case of ambiguous meaning of words/phrases in these General Terms and Conditions of Delivery 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