

I Scope of application and validity, regulations on form

1. These General Terms and Conditions (hereinafter referred to as "GTC") shall only apply to entrepreneurs (hereinafter referred to as "Customer"), i.e. a natural or legal person or partnership with legal capacity acting in the exercise of its commercial or independent professional activity, or legal entities under public law or a special fund under public law, to whom TEKO Gesellschaft für Kältetechnik mbH and its subsidiaries (hereinafter referred to as "TEKO") submit offers and/or from whom TEKO receives orders, supplies products or provides services (hereinafter also referred to as "Delivery Item(s)"/"Goods"). TEKO Gesellschaft für Kältetechnik mbH and its subsidiaries each act in their own name and for their own account and are therefore not joint and several debtors.

2. By placing the order, i.e. the binding order, at the latest upon acceptance by the Customer of the delivery item provided by TEKO, these GTC shall be deemed to have been accepted in full by the purchaser.

3. These GTC apply exclusively and apply to all declarations and actions, deliveries and services in connection with the business relationship between TEKO and the Customer. These GTC shall apply even if TEKO carries out the delivery to the Customer without reservation in the knowledge that the purchaser's terms and conditions conflict with or deviate from these GTC. TEKO therefore hereby objects to the inclusion of the Customer's general terms and conditions.

4. Even in the case of participation by TEKO in electronic platforms of the Customer and the activation of selection fields to be activated therein by the system, no legally binding acceptance of terms of use or other general terms and conditions of the Customer takes place.

5. Agreements or side agreements deviating from these GTC are only effective if they have been expressly confirmed in writing by TEKO.

6. Declarations by either party must be made at least in text form (email, fax, supplier portal, EDI) in order to be legally valid, unless otherwise specified or separately agreed in these GTC or required by law. Verbal or telephone declarations therefore require subsequent confirmation in text form by the declaring party in order to be legally valid.

II Verification of requirements for goods

1. The Customer is solely responsible for the correctness and completeness of the order; this applies in particular to information on specifications, classifications and applicable standards as well as information relating to requirements for the Goods in certain geographical approval areas.

2. Information on the Delivery Item in brochures, leaflets, catalogs, product information, electronic media, in particular on the quality, durability and possible uses of Goods, and other advertising measures are based on TEKO's general experience and knowledge and are merely guidelines and do not contain any guarantees, unless such information is expressly designated in writing as a guarantee; this also applies to other information which TEKO provides in whatever form and on whatever occasion on the scope of use and performance. Neither this information nor expressly agreed performance characteristics or purposes of use exempt the Customer from testing the suitability of the Goods for the intended purpose of use and taking appropriate due diligence measures.

III Offers, order confirmation, conclusion of contract

1. If the order is to be qualified as a binding offer, TEKO may accept it within four (4) weeks, unless the offer was expressly provided with a shorter binding period.

2. TEKO reserves ownership rights and copyrights to illustrations, samples, drawings, calculations and other similar information of a physical and non-physical nature - including in electronic form. This also applies to such documents that are designated as "confidential" and also applies if the Customer pays a share of the costs for such items. Disclosure to third parties requires the express prior written consent of TEKO.

3. Offers from TEKO are always subject to change.

4. A legally binding contract is only concluded by TEKO's written order confirmation in written or text form, via EDI, at the latest by execution of the ordered delivery item (hereinafter referred to as "Conclusion of Contract/Contract").

5. TEKO does not assume any procurement risk. In the event of a lack of, incorrect or untimely self-delivery through no fault of TEKO, TEKO is entitled to withdraw from the Contract after a reasonable period. TEKO will inform the purchaser immediately of the untimely availability of the delivery item and, in the event of withdrawal, refund any consideration received without delay.

6. An application for the opening of insolvency proceedings or comparable proceedings or an official decision to open or reject such proceedings, including under foreign law, payment difficulties or the discovery of a significant deterioration in the financial circumstances of the Customer shall entitle TEKO to suspend deliveries or services immediately and to refuse to fulfill current Contracts unless the Customer pays the consideration or provides appropriate security at TEKO's request.

IV Prices, payment terms

1. All TEKO prices are ex TEKO-delivery plant (EXW INCOTERMS 2020) plus packaging and the statutory value added tax applicable at the time of

invoicing as well as any additional services agreed in individual cases, e.g. freight and transport insurance.

The calculation for packaging and shipping costs is based on the weights, dimensions and quantities determined during shipping. Further details on packaging are regulated in Section VIII.3. of these GTC.

2. The respectively agreed price is binding. If no prices have been agreed, TEKO's prices valid on the day of delivery or provision shall apply. In the absence of a price agreement, TEKO reserves the right to change its price list from time to time. The new prices shall apply to all Contracts concluded after the date of such notification.

3. If, for reasons for which TEKO is not responsible, there are more than ten (10) weeks between the Conclusion of the Contract and the agreed delivery date, TEKO is entitled, in the event of unforeseen significant increases in the production costs on which the calculation was based when the Contract was concluded (e.g. raw materials/materials, energy and personnel costs, transport costs and public charges), to adjust the prices for deliveries or services not yet performed accordingly in a reasonable proportion without the Customer's consent being required. If TEKO makes use of this right of adjustment, the Customer must be informed of this before the order is executed. In the event that TEKO makes use of its right to adjust prices, the Customer has the right to withdraw from the order to the extent affected by this. If the Customer wishes to exercise this right of withdrawal, the withdrawal must be declared to TEKO in writing within five (5) days of receipt of the price adjustment notification.

4. Unless otherwise agreed in writing, payments shall be due immediately and without deductions upon invoicing, at the latest upon delivery. However, services of any kind, software and freight costs are generally not discountable and are therefore shown separately on the invoice. TEKO does not pay interest on advance payments and payments on account. Notwithstanding this, TEKO is entitled to make a delivery dependent on concurrent payment at any time without giving reasons, unless payment terms have been agreed.

5. For all means of payment, the date of receipt of payment is the date on which TEKO or third parties with a claim against TEKO can dispose of the amount.

6. If the SEPA direct debit procedure has been agreed as the method of payment, the Customer undertakes to issue the necessary mandate and to ensure that the account has sufficient funds by the due date. The period for advance notice shall be reduced to one day.

7. The Customer is responsible for checking the invoice without delay, in particular with regard to VAT and INCOTERMS. No claims against TEKO can be derived from the failure to report incorrect information immediately.

8. At TEKO's request, the Customer shall provide the tax (documentary) evidence (including confirmation of arrival) that TEKO may consider necessary in accordance with the applicable statutory provisions to prove the VAT exemption for cross-border deliveries. In the event of non-compliance, the Customer shall owe the amount of VAT and interest assessed against TEKO after delivery of a corrected invoice with VAT; the right to claim further damages remains unchanged.

9. The Customer shall inform TEKO immediately of the invalidity and change of its VAT identification number.

V Default of payment

1. In the event of default in payment by the customer, TEKO is entitled to charge interest for the duration of the default in the amount of nine (9) percentage points above the respective base interest rate of the Deutsche Bundesbank, plus a lump-sum default fee of EUR 40. This shall not limit the right to assert further claims for compensation. If the Customer is in default of payment, TEKO is also entitled to retain all deliveries or services not yet performed.

2. In the event of default in payment, justified doubts about the solvency or creditworthiness of the purchaser, TEKO is entitled - without prejudice to its other rights - to demand advance payment for deliveries or services not yet performed and to make all claims arising from the business relationship with the Customer due immediately.

VI Retention of title

1. TEKO retains title to the Delivery Items until all payments arising from the business relationship with the purchaser have been received.

2. The assertion of the retention of title and the seizure of the Delivery Items by TEKO shall not be deemed a withdrawal from the Contract unless this is expressly declared by TEKO in writing.

3. The Customer is entitled to resell the delivery items in the ordinary course of business; however, it hereby assigns to TEKO all claims in the amount of the purchase price agreed between TEKO and the Customer (including value added tax) that accrue to the Customer from the resale, irrespective of whether the delivery items are resold without or after processing. The Customer is authorized to collect these claims after their assignment. TEKO's authority to collect the claims itself remains unaffected by this; however, TEKO undertakes not to collect the claims as long as the Customer duly fulfills its payment obligations and is not in default of payment. If this is the case, however, TEKO may demand that the Customer discloses the assigned claims and their debtors, provides all

information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

4. The processing or transformation of the Goods by the Customer shall always be carried out for TEKO. If the Delivery Items are processed with other items not belonging to TEKO, TEKO shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other processed items at the time of processing.

5. If the Delivery Items are inseparably mixed with other items not belonging to TEKO, TEKO shall acquire co-ownership of the new items in the ratio of the value of the Delivery Items to the other mixed items. The Customer shall hold the co-ownership for TEKO.

6. The Customer may neither pledge the delivery items nor assign them as security. In the event of seizure, confiscation or other dispositions by third parties, the Customer must notify TEKO immediately and provide TEKO with all information and documents necessary to protect its rights. Enforcement officers or third parties must be informed of TEKO's ownership.

7. TEKO undertakes to release the securities to which it is entitled at the request of the Customer insofar as these exceed the value of the claims to be secured, to the extent these have not yet been settled, by more than 20%. TEKO shall be responsible for selecting the securities to be released.

VII Deliveries, delivery time

1. The delivery or performance deadlines stated by TEKO in the order confirmation or when the Contract is initiated are only estimates that are not binding on TEKO, unless TEKO expressly confirms a deadline in the order confirmation in writing or text form as "binding" or "fixed".

2. Compliance with agreed delivery or performance dates requires that all contractual obligations of the Customer and other legal obligations incumbent on it for the performance of the Contract have been fulfilled. If the Customer does not fulfill its contractual or statutory obligations - including obligations to cooperate or ancillary obligations - on time, TEKO is entitled, without prejudice to its other rights, including a possible claim for damages, to postpone these deadlines appropriately in accordance with the requirements of its production process and to demand compensation for its additional expenses.

3. If the Customer requests redesigns and/or other changes to the Goods, this is a request to amend the Contract and is subject to TEKO's consent. The delivery lead times must therefore also be agreed again accordingly.

4. The delivery deadline shall be deemed to have been met if the delivery has left TEKO's plant by the time it expires or TEKO has notified the Customer that the Goods are ready for dispatch or collection, even if the applicable INCOTERMS stipulate otherwise.

5. Even a delivery date confirmed by TEKO is subject to correct, complete and timely self-delivery in accordance with Section III.5 of these GTC.

6. Partial deliveries/partial services are permissible to an extent that is reasonable for the Customer, provided that this does not result in any disadvantages for the contractual use.

7. With regard to the dimensions and weights specified for the Delivery Items, TEKO reserves the right to the customary deviations, unless conformity with the dimensions or weights is expressly guaranteed.

8. The delivery lead time shall be extended appropriately in the event of circumstances for which TEKO is not responsible, such as strikes, lockouts, war, cyber-attacks, the effects of elementary forces of nature, epidemics, currency or trade restrictions, embargoes/sanctions, export bans, import bans, official orders or legal changes and other unavoidable extraordinary events beyond TEKO's control (hereinafter referred to as "Force Majeure"); this shall also apply if these circumstances occur at TEKO's suppliers. TEKO shall not be responsible for the aforementioned circumstances even if they occur during an existing delay. TEKO will inform the purchaser immediately of the beginning and expected end of such circumstances. Force Majeure therefore releases TEKO from its contractual obligations for the duration of the disruption and to the extent of its effect, and no claims against TEKO can be derived from this.

9. An energy shortage and its direct and indirect effects also constitute a Force Majeure event if it delays, restricts or prevents deliveries or services. This also applies if the occurrence of the energy shortage was not yet foreseeable with certainty at the time the Contract was concluded, but nevertheless already appeared possible and its actual occurrence was not reasonably avoidable by TEKO. The direct and indirect effects of an energy shortage that constitute a Force Majeure event include in particular (i) the complete or partial unavailability of energy sources such as gas or electricity as an auxiliary or operating material in production and (ii) the complete or partial unavailability of energy sources for heating production or administrative buildings to a level required by labor law.

VIII Shipment, transfer of risk, default of acceptance

1. If, in deviation from the principle (see Section IV.1. of these GTC), shipment is owed and nothing else has been agreed in this respect, shipment shall be ex TEKO's delivery plant at the risk and expense of the Customer. The shipping route and means of transportation are at TEKO's discretion, unless otherwise agreed in writing with the Customer.

2. The before mentioned clause 1. of this section VIII. applies accordingly to returns.

3. Packaging is carried out in accordance with TEKO's packaging standard. The principle of minimizing packaging material and using only

environmentally compatible materials applies. The use of reusable packaging is subject to a separate, express written agreement between TEKO and the Customer; this also applies to customer-specific packaging requirements.

4. If the Customer wishes TEKO to take back packaging, any additional costs for transportation and disposal shall be borne by the Customer, notwithstanding statutory cost regulations. Further processing details such as the place of return shall be agreed jointly on a case-by-case basis.

5. The risk (price risk, i.e. risk of accidental loss or accidental deterioration) shall pass to the Customer at the latest upon collection/acceptance of the deliveries or services provided or, in the case of shipment owed by TEKO, upon dispatch/handover to the carrier, irrespective of who bears the shipping costs. This also applies if partial deliveries are made or if TEKO has assumed other services such as loading or installation.

6. As soon as and to the extent that the Customer is in default of acceptance, the risk shall pass to the Customer at the point in time at which the Customer is in default of acceptance.

7. If an approval is required, this is decisive for the transfer of risk. It must be carried out immediately on the agreed acceptance date, alternatively after TEKO's notification of readiness for acceptance.

8. If the Customer is in default of acceptance, TEKO is entitled to demand compensation for any additional expenses incurred as a result. Further claims, in particular claims for damages, insofar as the Customer is also in debtor's delay, remain unaffected.

9. If the Customer is in default of acceptance, TEKO is entitled to demand a contractual penalty of 0.2% of the order amount affected by this from the first day for each additional day of default, but not more than 5% of this order amount in total. The Customer waives the defense of continuation of default.

TEKO is entitled to demand the contractual penalty in addition to its other claims and to assert the contractual penalty at the latest with the final invoice, even if TEKO has not expressly reserved the right to the contractual penalty in the event of late acceptance of the delivery by the Customer.

10. TEKO shall store the Delivery Item from the time of default of acceptance at the expense and risk of the Customer. The Customer will be reminded to collect or accept the Goods within a reasonable period of time. If this period expires without result, TEKO is entitled, in addition to its other claims, to demand lump-sum compensation for storage costs amounting to 5% of the order amount concerned for each full month of delay. The Customer has the right to prove that no or significantly lower damages have been incurred or that he is not responsible for the delay. Further damages are not excluded, whereby any lump-sum compensation already paid by the Customer may be offset by the Customer against any further compensation claimed by TEKO.

11. In addition to the rights pursuant to the abovementioned clauses 6 to 10 of this Section VIII, TEKO is entitled to withdraw from the Contract after the fruitless expiry of a reasonable grace period, alternatively to carry out the delivery or service at the expense and risk of the Customer at its own dutiful discretion or to dispose of the Goods, provided TEKO has informed the Customer of this in each case in the grace period. The right to claim damages remains unaffected even in these cases.

12. If TEKO agrees to take back Goods as a gesture of goodwill, this requires that they are in as-new condition, not older than two (2) months and in their original packaging.

Unless otherwise expressly agreed by TEKO in the individual goodwill case, TEKO will charge a discount of 10% on the net price, but at least € 50.00 for inspection and repackaging of the Goods.

IX Infringements of industrial property rights

1. The Customer undertakes to inform TEKO immediately of any claims by third parties regarding the delivered Goods and to leave the legal defense to TEKO at its expense. TEKO is entitled to carry out necessary changes at its own expense due to the claims of third parties, even for Goods that have been delivered and paid for.

2. TEKO is liable for infringements of industrial property rights in accordance with the provisions in Section X., insofar as, during contractual use and without unauthorized modification of the Goods delivered by TEKO, such industrial property rights and applications for industrial property rights (hereinafter jointly referred to as "industrial property rights") are infringed, of which at least one from the family of industrial property rights is valid in TEKO's country of production and published at the time of delivery.

This does not apply if TEKO has manufactured the Goods according to drawings, models or other descriptions or information provided by the Customer and TEKO did not know or, in connection with the Delivery Items developed by TEKO, did not have to know that this would infringe the industrial property rights or copyrights of third parties. In this case, the Customer is liable for infringements of industrial property rights or copyrights that have already occurred or will occur. The Customer is obliged to inform TEKO immediately of any possible or alleged infringements of industrial property rights or copyrights of which it becomes aware and to indemnify TEKO against claims by third parties and all costs and expenses incurred, including the costs of legal action or defense against claims.

3. If TEKO is prohibited from manufacturing or delivering by a third party with reference to an industrial property right to which it is entitled, TEKO is entitled - provided TEKO is not responsible for the infringement of the industrial property right - to suspend work or deliveries until the legal situation has been clarified by the Customer and the third party. If TEKO can no longer reasonably be expected to continue the Contract due to the delay, TEKO is entitled to withdraw from the Contract.

4. The Customer is liable to TEKO for ensuring that the services/materials provided are free from third-party industrial property rights and indemnifies TEKO against all corresponding third-party claims.

X Liability, exclusion/limitation of liability, statute of limitations

1. TEKO's liability is in principle limited to intent and gross negligence.
2. The limitation of liability to intent and gross negligence set out in the above clause 1 of this Section X. shall not apply in the event of damages arising from the breach of so-called material contractual obligations (obligations whose fulfillment is essential for the proper execution of the Contract and on whose compliance the Customer may regularly rely, such as the delivery of defect-free Goods) as well as for injury to life, body and/or health. In the event of a breach of material contractual obligations, liability shall be limited to the foreseeable damage typical for the type of Goods (average damage typical for the industry).
3. Liability under mandatory applicable product liability provisions shall remain unaffected by the above provisions of this Section X.; the same applies to mandatory statutory recourse claims under the statutory warranty in the supply chain.
4. Recourse claims of the Customer against TEKO always exist only in accordance with the statutory provisions, i.e. they do not exist insofar as the Customer has made agreements with its customer that go beyond the statutory mandatory claims for defects and liability standards. Unless otherwise agreed in writing, Sections X. and XI. of these GTC apply accordingly to the scope and limitation period of a potential right of recourse of the Customer against TEKO.
5. TEKO's liability is in all other respects excluded. This also applies to loss of profit and damages from business interruption, unless TEKO is responsible for intent.
6. When determining the amounts of claims for damages, any contributions to causation and/or (contributory) negligence on the part of the other party as well as a particularly unfavorable installation situation of the Delivery Item shall be taken into account appropriately.
7. Design and material proposals are made to the best of knowledge and belief. Any liability shall only exist within the scope of the above provisions of this Section X.
8. In the case of claims due to defects in the Delivery Item and claims for damages, the limitation period shall be one (1) year from delivery of the Delivery Item (transfer of risk), in deviation from the statutory limitation period. However, this shall not apply to (i) culpably caused claims for damages as a result of defects in the Delivery Item, provided that the claim for subsequent performance was asserted within the 1-year limitation period specified above, (ii) injury to life, body or health, (iii) damage caused by gross negligence or intent, (iv) fraudulent concealment of the defect or (v) defects in the Delivery Item which has been used for a building in accordance with its normal use and has caused its defectiveness. In the case of the above exceptions under (i) to (v), the applicable statutory limitation periods shall apply.
9. To the extent liability is excluded or limited on the basis of the above provisions of this Section X., this shall also apply to the personal liability of employees, representatives and vicarious agents.

XI Claims for defects (warranty)

1. Liability for material defects shall be in accordance with the following provisions and shall be subject to the condition that the Customer has carried out at least an appropriate incoming goods inspection to a reasonable extent, i.e. has inspected the delivery immediately for obvious defects such as transport damage and has made a comparison with the delivery documents with regard to identity and quantity and has notified such obvious defects immediately in writing. Otherwise, the delivery of the Goods shall be deemed approved. In the event of a defect reported later, the Customer shall bear the burden of proof that the defect was hidden and could only be discovered in the further course of ordinary business. Hidden defects must also be reported in writing immediately after discovery; otherwise, the Goods shall also be deemed to have been approved in view of these defects.
The Customer shall bear the burden of proof for all claim prerequisites, in particular for the defect itself, the time of discovery of the defect and for the timeliness of the notice of defect.
2. The liability for material defects in accordance with the statutory warranty provisions is limited exclusively and conclusively - even in the case of repeated deliveries - to the agreed specifications such as drawings and/or specifications, alternatively, in the absence of such an agreement, to the respective order-specific use assumed and known to TEKO, as well as the relevant EN/DIN standards for the Delivery Item. Other or additional performance characteristics as well as objective or subjective requirements are not owed. A warranty for a specific purpose or a specific suitability, duration of use or durability after the transfer of risk that goes

beyond this quality agreement is only assumed if this has been expressly agreed in writing; otherwise, the risk of suitability and use is the sole responsibility of the Customer. Public or advertising statements made by TEKO or third parties do not constitute contractual quality specifications for the Delivery Item.

3. If the Delivery Item has a defect, the purchaser may demand rectification of the defect (repair) or delivery of a defect-free item (replacement delivery) as subsequent performance, whereby TEKO shall be entitled to choose between these two options. If defective Delivery Items are replaced by TEKO, TEKO shall acquire ownership of the replaced parts. If TEKO is not prepared or not in a position to rectify the defect despite the defectiveness or if this is delayed beyond the reasonable periods for reasons for which TEKO is responsible or if the rectification/replacement delivery fails in any other way, the Customer is entitled, if further attempts at subsequent performance are unreasonable for him, at his discretion, to withdraw from the Contract or to reduce the purchase price or to demand compensation instead of performance. The Customer is obliged to declare to TEKO on request within a reasonable period of time whether it intends to reduce the purchase price or withdraw from the Contract due to the failure of subsequent performance. Subsequent performance is deemed to have failed after the second unsuccessful attempt.
4. Claims for defects shall not exist for wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating resources or due to special external influences which are not provided for in the Contract. If improper modifications or repair work are carried out by the Customer or third parties, no claims for defects shall exist for these and the resulting consequences.
5. Claims of the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses were incurred because the Goods were subsequently moved to a location other than the place of delivery, unless the transfer corresponds to their contractual use.
6. If the Customer receives faulty assembly instructions, TEKO is obliged to supply faultless assembly instructions if the fault in the assembly instructions prevents proper assembly.
7. No warranty is assumed for Goods that TEKO does not deliver as new as agreed.
8. TEKO shall be liable for damage caused by defects in the Delivery Item within the limits specified in Section X. of these GTC.

XII Compliance, export control regulations, confidentiality

1. The Customer is obliged not to commit any acts or refrain from any acts that could lead to criminal liability for fraud or breach of trust, insolvency offenses, offenses against competition, granting of advantages, acceptance of advantages, bribery, corruptibility or comparable offenses. In the event of a breach of this provision, TEKO shall be entitled to terminate all existing legal transactions with the Customer without notice and to break off all negotiations. Notwithstanding the above, the purchaser is obliged to comply with all mandatory laws and regulations applicable to it and the business relationship with TEKO.
2. The Customer shall maintain neither direct nor indirect business or other connections to terrorists, terrorist groups or other criminal or anti-constitutional organizations. In particular, the Customer shall take appropriate organizational measures to ensure the implementation of applicable embargoes, the European regulations on combating terrorism and crime applicable in the context of the business relationship and the corresponding US or other applicable provisions within the scope of its business operations, in particular by means of appropriate software systems. As soon as the Goods have left TEKO's delivery plant, the purchaser is solely responsible for compliance with the above provisions.
3. TEKO will answer questions from the Customer regarding business partner compliance within the scope of supplier audits customary in the industry and to a reasonable extent, taking into account TEKO's confidentiality interests in the protection of trade and business secrets.
4. The Customer is obliged to comply with the applicable foreign trade regulations, including the applicable German, European and US export control regulations. The Customer must independently inquire about the relevant regulations and is responsible for compliance. In the event of a resale/transfer of the delivery items, the Customer must inform its customer of the export control regulations and pass on the resulting obligations. The Customer shall provide information and documents required for the export, transfer or import; this also applies in the event of a possible transfer of the Delivery Item in connection with an export, transfer or import. TEKO is entitled to demand so-called end-use documents from the Customer in order to be able to prove the final destination and the intended use.
5. The Customer shall be fully liable for damages incurred by TEKO as a result of non-compliance with the obligations under the above clause 1. of this Section XII. and shall indemnify TEKO against all claims and costs arising from a corresponding breach of law by the Customer, its affiliated companies or employees, representatives or vicarious agents - including reasonable attorneys' and consultants' fees or administrative fees or fines.
6. The Customer is obliged to treat all non-public information, in particular specifications, drawings, templates, models, tools, documents,

software and other data carriers, which it receives from TEKO or from third parties on the instructions of TEKO, as confidential, not to use it for any purpose other than that associated with the transfer and not to pass it on to third parties or reproduce it. The Customer is obliged to impose this obligation on third parties involved by it, regardless of the legal relationship it has with them, as its own in writing and to prove this to TEKO on request.

7. Confidential information pursuant to the abovementioned clause 6. of this Section XII. also includes such information which the Customer obtains by observing, examining, dismantling or testing a sample, model or prototype provided by TEKO for the purpose of the Contract; if these are not yet available on the open market, the Customer shall not examine them by reverse engineering or similar activities.

8. The obligation to maintain confidentiality shall survive the termination of the business relationship. However, the obligation to maintain confidentiality shall not apply if the Customer can prove that this confidential information (i) was already known or in the public domain at the time it was obtained or later became public knowledge through no fault of the Customer or (ii) was demonstrably developed completely independently by the Customer or (iii) was obtained from a third party without breach of confidentiality obligations.

XIII Counterclaims of the customer (offsetting and retention right), assignment

1. The Customer is only entitled to set-off rights and rights of retention if and to the extent as its counterclaims have been legally established or recognized by TEKO. This restriction does not apply in the case of claims by the purchaser for costs of remedying defects or completion costs resulting from the provision of work services by TEKO. Furthermore, the Customer is only authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship. In the event of defects, the Customer is only entitled to the right of retention in reasonable proportion to the defects and the anticipated costs of subsequent performance.

2. The Customer may only assign rights arising from Contracts concluded with TEKO with the written consent of TEKO.

XIV TEKO's right to withdraw

1. In the event of an unforeseen event for which TEKO is not responsible, which significantly changes the economic significance or the content of the service or has a significant impact on the operation of TEKO and it is no longer reasonable for TEKO to adhere to the Contract, taking into account its legitimate interests, as well as in the event of Force Majeure, TEKO shall have the right to withdraw from the Contract in whole or in part, unless a partial withdrawal cannot be reasonable be respected by the Customer. Further statutory rights of withdrawal are not affected by this regulation.

2. There are no claims for damages on the part of the Customer as a result of such a withdrawal. If TEKO wishes to make use of the right of withdrawal, TEKO must inform the Customer of this, even if an extension of the delivery period was initially agreed with the Customer.

XV Place of performance, place of jurisdiction, applicable law, severability clause

1. The place of fulfilment for TEKO's delivery or performance obligations is TEKO's respective delivery plant; for the payments made by the Customer, it is the registered office of TEKO.

2. The exclusive place of jurisdiction for all disputes arising out of or in connection with the business relationship with the Customer shall be the court responsible for the legal principal place of business of the TEKO company that is the Purchaser's business partner. This place of jurisdiction also applies to disputes regarding the origin and effectiveness of these GTC or a contractual relationship.

However, TEKO is also entitled to sue the Customer at any other permissible place of jurisdiction. If the Customer has its registered office outside the country in which the TEKO company has its main legal place of business, which is the respective business partner of the Customer, both TEKO and the Customer shall be entitled to settle all disputes arising out of or in connection with the business relationship, including regarding the validity of contracts, to the exclusion of ordinary legal recourse, under the Arbitration Rules of the German Institution of Arbitration (DIS) to the exclusion of ordinary legal recourse.

The arbitration court shall have its seat in Frankfurt am Main, Germany. The arbitration proceedings shall be conducted in German, unless the Customer or TEKO requires English as the language of the proceedings.

3. Unless mandatorily applicable local laws conflict with this, in addition to the rules and provisions of these GTC, the law of the country in which the TEKO company has its legal principal place of business, which is the respective business partner of the Customer, shall apply exclusively, to the exclusion of its private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG), as well as other bilateral and multilateral agreements serving to standardize international sales.

4. Should any individual provisions of these GTC be or become invalid or void in whole or in part, this shall not affect the validity of the remaining provisions or the Contract. The wholly or partially invalid or void provision

is to be replaced by a provision that comes as close as possible to the content and economic intent of the invalid or void provision.

XVI Declaration of consent regarding data processing

The Customer agrees that TEKO may collect, process and use personal data for the purpose of executing the Contract.

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