

General Terms and Conditions of Business Status as at 12/2018

arias Fabrik für Kunststoffverarbeitung GmbH,
Am Winkelstück 12,
58239 Schwerte / Germany



1. Exclusive validity and Recognition of our General Terms and Conditions of Business

- 1.1 Our goods, services and offers shall be subject to our general terms and conditions of business [T&Cs] alone. The general terms and conditions of business of the Buyer, or third parties, and such terms and conditions as differ from our own T&Cs shall not apply, even if we have not objected to them in a specific case. Even if we refer to a letter containing the terms and conditions of the Buyer, or of a third party, or which refers to such terms and conditions, this shall not mean that we have agreed that those terms and conditions of business shall apply.
- 1.2 Agreements differing from our T&Cs shall only apply insofar as they have been confirmed in writing by us.
- 1.3 Our T&Cs shall likewise apply – even should we not make a specific reference to them – for subsequent transactions between us and the Buyer. When an order is fulfilled or when the Buyer takes delivery of our services he recognises the validity of our T&Cs not only for the transaction concerned, but for the all future transactions as well. Insofar as business relationships exist between the Buyer and us on an on-going basis, amendments or new versions of our T&Cs shall become an integral part of a contract when the order confirmation is received unless a written rejection is sent straight away by you.
- 1.4 Our T&Cs shall only apply for businesses, legal entities created under public law and public-law special funds within the meaning of Section 310 of the German Civil Code [BGB].

2. Offers– Side agreements – Contractual contents

- 2.1 Our offers shall still be liable to change without notice meaning that a contract shall only materialise if we accept an order within 4 weeks from receipt with our order confirmation.
- 2.2 The information in our catalogues and technical documentation is non-binding and constitutes processing guidelines but is not, however, to be understood as assurances or product warranties. Assurances or product warranties for the use of the goods shall only be extant if we have expressly designated them as such.
- 2.3 The order confirmation contains the definitive and all-embracing description of the services to be rendered by us, in particular it constitutes the basis of the technical performance characteristics, the technical and commercial details plus the regulations governing use and safety.
- 2.4 We shall only carry out assembly and/or set up a machine by express written agreement.
- 2.5 Side agreements and subsequent amendments thereto must always be made in writing to be valid.

3. Documents – Samples – Drawings

- 3.1 Insofar as we attach documents such as drawings, specifications, fabrics, samples, tools, models and such like to our offers or order confirmations, we shall reserve the title rights and copyrights thereto.
- 3.2 We shall reserve the right to carry out design modifications as well as other modifications of technical data and performance characteristics provided that they serve technical progress.
- 3.3 Manifest mistakes, printing errors, arithmetical mistakes, spelling mistakes and calculation errors in our diagrams, images, costings, and other documents shall not be binding upon us.
- 3.4 We shall provide the Buyer with the necessary information and drawings enabling him to start up and use the items supplied subject to all our title rights and copyrights. We are however, not obliged to procure workshop drawings for the item to be supplied or spare parts.
- 3.5 Third parties must not be allowed access to images, drawings, calculations and other documents to which we reserve title rights and copyrights. This shall apply in particular for those written documents which are designated as "confidential". The Buyer must obtain our prior written consent before passing them out to third parties. At our request these items are to be returned to us in full and any copies which may have been made are to be destroyed, if they are no longer needed in a proper business transaction, or if negotiations do not result in the conclusion of a contract.
- 3.6 Any documents which may have been handed over by the Buyer shall remain his property. We shall not be entitled to use them without his consent unless we use them for preparing an offer, for the development, construction, assembly and start-up of the subject-matter of the contract.

4. Reservation of the right of withdrawal

We have the right to withdraw from the contract if the fulfilment of said contract is confronted with technical difficulties or force majeure without us being to blame, and such difficulties are insurmountable or if overcoming them would require a disproportionately high expenditure in proportion to the value of the performance to be rendered by us. This would apply in particular for operational breakdowns, labour disputes, shortages or abnormal increases in the price of raw materials, means of transport or labour. In addition to this we shall reserve the right to withdraw from a contract if the goods ordered by us from our suppliers are supplied incorrectly or late. We shall inform the Buyer straightaway if such circumstances arise and refund him any counter-performance he has already rendered.

5. Prices – Terms and conditions of payment

- 5.1 Unless agreed otherwise, our prices shall apply for delivery "ex works" (EXW ICC Incoterms® 2010) excluding packing as well as all services excluding insurance and VAT. VAT shall in all cases be invoiced extra by us at the rate in force on the day of performance.
- 5.2 Insofar as the goods/services are only to be rendered more than 12 months after the conclusion of the contract, we shall reserve the right to increase our prices accordingly if after concluding the contract our costs increase, in particular as a result of new collective bargaining agreements, or increases in the price of materials. Proof of such increases will be presented to the Buyer upon request. Should the price increase exceed twice the rate of the increase in the cost of living, the Buyer may withdraw from the contract within one week of being notified of the price increase by sending us a written statement confirming withdrawal.
- 5.3 Additional costs incurred as a result of the Buyer wishing to have an amendment are to be borne by him. In particular he shall have to pay the costs incurred as a result of changes to his submissions at our cost.
- 5.4 If, at the Buyer's request, we manufacture specimens and production aids, (tools, forms, templates etc.) goods to carry out, or in preparation for, the order, the Buyer shall have to pay the manufacturing costs at our request, and to be more precise, even in those cases in which if the order is not carried out.
- 5.5 We shall be entitled to invoice our goods and services if we announce that the goods are ready for delivery, provided that the goods are to be sent out, upon dispatch. The same shall apply for stand-alone part performances and deliveries. We are entitled to demand reasonable downpayments and advance payments, in particular for material costs incurred. Unless agreed otherwise, all invoices are to be paid in full within 10 days from the date of invoice, to one of our accounts at our principle place of business. Drafts and cheques shall only be accepted by agreement and then only as an undertaking to pay. We shall, moreover, only accept drafts if they have been presented payable Schwerte. The costs of discounting and collection shall be for the Buyer's account.
- 5.6 The Buyer may only offset against our accounts with counter-claims which are not contested or which have been adjudicated. Rights of retention exercised by the Buyer shall not be recognised, unless they are based upon an undisputed claim or an adjudicated claim.
- 5.7 If the Buyer finds himself in default with a payment, we may demand interest amounting to 8 percentage points above base rate in accordance with Section 247 of the German Civil Code [BGB], whereby the Seller's other rights shall not be affected.
- 5.8 In the event of a default in payment on the part of the Buyer, we shall, moreover, be entitled to make all other outstanding accounts based upon the same contractual relationship (including those from other individual orders for which the same master agreement applies) payable immediately. During the term of the default we shall be entitled to make our subsequent performance dependent upon a downpayment for the value of the work we have carried out. We may stop work on the order and make taking up work on it dependent upon the Buyer furnishing us with a security for the value of the entire order. We shall set him a reasonable period of time to do so by stating that if the set period expires unsuccessfully we shall reject fulfilment or performance and demand compensation for damages and/or withdraw from the contract.
- 5.9 The provisions of No 5.8 shall also apply if, after entering into the contract, we should become aware that the Buyer has stopped making his payments or if there has been a significant deterioration in his financial status which places our claim to payment at serious risk.

6. Delivery obligations - Dispatch – Passing of risk

- 6.1 Our delivery obligation is shown in the order confirmation.
- 6.2 Raw materials and/or specified brands suggested by the Buyer will only have to be used and/or observed by us by express written agreement.
- 6.3 Provided that we follow the instructions passed out to us, we shall not be obliged to check the orders carried out by us are in breach of third party rights (in particular copyrights). The Buyer shall have to exempt us from claims asserted against us.
- 6.4 We may have orders placed with us carried out by third parties. We may also supply part orders if the part delivery can be used by the Buyer in line with the set contractual objective and the Buyer does not incur any considerable additional expenditure or additional costs as a result thereof (unless we state that we are expressly prepared to take over these costs).
- 6.5 We shall only insure consignments of goods against transport risks in response to being expressly instructed to do so, and at the Buyer's expense. At the Buyer's expressed request in writing the consignment will be insured against theft, breakage, damage in transit, fire damage and water damage as well as other insurable risks at the Buyer's expense.
- 6.6 Basically the goods shall be dispatched at the Buyer's cost and risk, in doing so we shall send the goods by what is in our opinion the cheapest route. If we have expressly agreed that a consignment is to be delivered freight-free, we shall bear the costs for this by what is in our judgement the cheapest route. If we have expressly agreed that a consignment is to be delivered freight-free, we shall bear the costs to the destination stated in the order confirmation. Given this, if the Buyer specifies a specific method of dispatch, he will consequently be invoiced for the difference in price.
- 6.7 The risk of loss for which we are not responsible, and deterioration in the goods for which we are not responsible, shall pass over to the Buyer when the goods are loaded ex works or delivery depot or, if the goods cannot be, or are not to be, dispatched, with the receipt of the notification that we are ready to dispatch the goods, or when the Buyer becomes aware that the consignment is ready for dispatch.
- 6.8 Upon request we shall assign claims to the Buyer to which we are entitled against a haulier contracted by us.
- 6.9 If the Buyer finds himself in default with the call-off, acceptance, or collection of the goods, or if he is to blame for a delay in the dispatch or in delivery, we shall, irrespective of our other claims, having set a reasonable period of time which has elapsed unsuccessfully, be entitled to
- a) withdraw from the contract for the quantities not taken in acceptance, or
 - b) put the goods into store at our premises or with a third party at the Buyer's cost and risk and to invoice him, subject to the Buyer being able to furnish proof that costs would be lower, for storage costs amounting to at least 0.5% of the invoiced amount for the quantities of goods for which acceptance has not been given for each new week of storage - not, however, to exceed a total of 5% of the invoiced value of the goods and services affected by the delay - or
 - c) to sell quantities of goods not accepted by the Buyer elsewhere at the best possible price (Section 254 BGB).

7. Delivery dates and periods, Work carried out by our staff outside the Company headquarters in Schwerte

- 7.1 Delivery dates and periods shall only apply as being approximate, unless a fixed period or date has been expressly agreed or promised. The delivery periods shall begin to run on the date of our order confirmation, but not, however, before all the order details have been clarified and any official certification from Germany or other countries which may be required has been furnished. The delivery day shall be regarded as that day on which the consignment is dispatched from our works, if it has been agreed that the consignment is to be collected by the Buyer, or the day on which the consignment is ready for dispatch shall be that day on which the Buyer is notified that the goods are ready for dispatch.
- 7.2 Delivery dates and periods shall be subject to the condition that we are supplied on time with the correct goods.
- 7.3 If contractual amendments are agreed subsequently, a new delivery date and period is to be agreed at the same time. Compliance with delivery periods assumes that the Buyer has fulfilled his contractual duties, in particular, his payment obligation in full and on time. Otherwise an agreed period shall be extended by a period of time equal to the delay.
- 7.4 Force majeure, civil unrest, strike, lock out and significant operational disruptions for which we are not responsible shall extend delivery periods and dates by the duration of the impairment of our performance caused by such circumstances insofar as it can be proven that these impediments have a significant impact upon the completion of the item to be supplied.
- 7.5 One week after a non-binding delivery date or non-binding delivery period the Buyer may request in writing that we supply, however, within a reasonable period of time of at least two weeks. When this subsequent period of time expires without delivery, we shall be in default. If we fail to render performance by the time the subsequent period expires, the Buyer shall be entitled to withdraw from the contract by making a written statement to that effect or to demand compensation for damages in accordance with the regulations under Number 9.
- 7.6 If part performance has already been rendered for goods / services, the right of withdrawal shall be restricted and the assertion of compensation claims for damages shall be limited in accordance with the regulations under Number 9 to the outstanding goods/services, unless the part performance of goods/services is of no interest at all for the Buyer. This number shall also apply in the event that it becomes impossible for us to render the outstanding goods/services. Insofar as it becomes impossible while we are in default for us to render the outstanding goods/services we shall nevertheless be liable in accordance with this number unless the damage would also have occurred had we supplied the goods /services on time.
- 7.7 Unless agreed otherwise, we are to be notified by call off at least 2 months in advance of the delivery date binding quantities for call-off supply contracts. Additional costs, incurred as a result of a call-off being made late or by subsequent modifications by the Buyer to the call-off with regard to time or quantity shall be for the Buyer's account.

- 7.8 The Buyer shall bear the responsibility with regard to compliance with the regulations laid down in TRGS 410 (Technical regulations governing hazardous substances) and GHS for work conducted outside the Company's principal place of business in Schwerte.
- 7.9 All existing plant at the place of fulfilment at which work is to be carried out by our staff is to be cleaned on site prior to the commencement of work and provided free of contamination.

8. Warranty

- 8.1 The warranty period shall be two years from delivery, or insofar as acceptance is required, from acceptance, but no later however, than start-up or use. This shall not apply for claims asserted on the basis of a defect in structures, things for structures and/or planning or monitoring services relating to structures (Section 438 Para 1 No 2, Section 634a Para 1 No 2 of the German Civil Code [BGB]).
- 8.2 The items supplied s are to be inspected carefully straightaway following delivery to the Buyer or to a third party specified by him or after assembly carried out by us has been completed. They shall apply with regard to manifest defects or other defects which would have been identified during a careful inspection conducted straightaway as being approved by the Buyer if we do not receive a written notification of a defect within seven working days from delivery or the end of assembly work carried out by us. With regard to other defects the items shall be regarded as having been approved by the Buyer if the notification of a defect is not received by us within a period of seven working days from the point in time at which the defect became apparent. If the defect was already identifiable by the Buyer at an early point in time given normal use, it shall be this early point in time which shall count for the beginning of the period of time within which a defect must be notified.
- 8.3 We are to be offered an opportunity to ascertain the notified defect on site or have it ascertained by an agent appointed by us. If the Buyer fails to allow us such an opportunity to satisfy ourselves that there is a defect, all warranty claims shall lapse.
- 8.4 If there are physical defects in the items supplied we shall at our choice, which is to be made within a reasonable period of time, initially be obliged and entitled to either effect a cure or to supply a replacement. We are to be allowed the necessary time and opportunity to carry out all the repair work and to supply replacement parts appearing to be necessary at our equitable discretion. Replaced parts shall become our property. In the event that a cure or replacement part is unsuccessful, i.e. impossibility, unreasonableness, refusal or unacceptable delay in effecting a cure or supplying a replacement part, the Buyer may withdraw from the contract or demand a reasonable reduction in purchase price.
- 8.5 Provided that the complaint turns out to be justified, we shall bear the direct costs incurred by effecting a cure supplying a replacement part as well as the reasonable costs of dismantling and installation. Otherwise the costs shall be borne by the Buyer. Replaced parts shall become our property.
- 8.6 A warranty shall be offered in the same way for spare parts or for the cure effected as for the supplied item itself.
- 8.7 If a defect is the result of a fault attributable to our side, the Buyer may demand compensation for damages subject to the precondition stipulated under Paragraph 9.
- 8.8 If sub-assemblies from other manufacturers are defective, and we are unable to rectify them for reasons laid down by licence law or factual reasons, we shall, as we choose, assert our warranty claims against the manufacturers and suppliers for the Buyer's account or assign them to the Buyer. Warranty claims may only be asserted against us in the event of such defects subject to the other preconditions and in accordance with these general terms and conditions of supply, if the attempt to enforce the claims named above in court against the manufacturer and supplier has been unsuccessful or, if there are no prospects of a success outcome, for example, as a result of an insolvency. The period of limitation concerning the Buyer's warranty claims against us shall be suspended during the legal dispute.
- 8.9 The warranty shall lapse if the Buyer modifies the item supplied or allows it to be modified by third parties without our consent and as a result of this it becomes impossible to rectify the defect or unreasonably more difficult to do so. In any case the Buyer shall have to bear the additional costs incurred in rectifying the defect as a result of the modification.
- 8.10 We shall not furnish any warranty for defects or damages occurring as a result of a lack of suitability of materials supplied by the Buyer or as a result of a design specified by him, his failure to comply with the operating instructions, the use of unsuitable or improper use or storage, defective assembly or start-up by the Buyer or third party, attempts by the Buyer to carry out repairs or modifications himself, defective or negligent handling, excessive loads, unsuitable working materials, and substitute materials, defective construction work, chemical, electrochemical or electrical effects, insofar as it cannot be proven that they are attributable to us.
- 8.11 Moreover, we shall not furnish any warranty for disadvantages arising from demands being placed on the supplied item about which we have not been, or have been insufficiently, informed.
- 8.12 A consignment of used items agreed with the Buyer in a specific instance shall not be covered by any warranty for quality defects.

9. Compensation claims for damages

- 9.1 The Seller's liability to pay compensation for damages, regardless of whatever legal reason, in particular, on account of impossibility, default, supplying defective or incorrect goods / services, breach of contract, breach of duties during contractual negotiations and tort, shall be curtailed in accordance with this Paragraph 9, provided that he is in the respective case at fault.
- 9.2 In cases of property damage and financial loss caused by ordinary negligence we can only be held liable for a breach of a cardinal contractual obligation. Cardinal contractual obligations are those whose fulfilment shapes the contract and upon which the Buyer may rely, in particular the obligation to supply and install the item to be supplied on time, its freedom from defects, which impair its function or fitness for use more than to just a minor extent, as well as consultancy duties, protective duties and duties to exercise proper care, the aim of which is to enable the Buyer to use the supplied item in accordance with the contract or to protect the life and limb of the Buyer's staff or to protect his property from considerable damage.
- 9.3 Insofar as we can be held liable in accordance with No 9.2 to pay compensation for damages on the merits of 9.2 above, this liability shall be limited to damages which we foresaw when entering into the contract as a possible consequence of a breach of contract, or which we must have foreseen when applying due care and attention. Indirect damages and consequential damages which are the consequence of defects in the supplied item can, moreover, only qualify for compensation insofar as such damages are typically to be expected if the supplied item is used as intended.
- 9.4 The above exclusions and limitations of liability shall apply to the same extent for the benefit of the executive bodies, the legal representatives, salaried staff and other assistants working for the Seller.
- 9.5 Insofar as we pass over technical information or act in a consultancy capacity, and this information or consultancy service is not part of the scope of performance agreed in the contract owed by us, this shall be free of charge and excluding all liability.
- 9.6 The restrictions of this Paragraph 9 shall not apply for our liability on account of intent or gross negligence, for guaranteed characteristics on account of death, personal injury, or physical harm or our liability under the German Product Liability Act.

10. Reservation of title

- 10.1 The following reservation of title serves to secure all the respective existing current and future claims of ours against the Buyer from the supply arrangement existing between us as parties to a contract including balances of account in a current account arrangement restricted to this supply relationship.
- 10.2 The goods supplied to the Buyer by us shall remain our property until payment has been made for all our secured accounts in full. The goods as well as goods replacing them under this clause and covered by our reservation of title shall hereinafter be known as goods subject to reservation of title.
- 10.3 The Buyer shall keep the goods subject to reservation of title in safekeeping for us free of charge. He shall have to insure them against fire, theft as well as water damage.
- 10.4 The Buyer shall be entitled to process and to sell the goods subject to reservation of title until enforced recovery (10.9). Pledges and assignment by bill of sale as a security are not allowed.
- 10.5 If the goods subject to reservation of title are processed by the Buyer, it shall consequently be agreed that the processing shall be carried out in our name and for our account as manufacturer and that we shall acquire the direct title or – if fabrics from more than one manufacturer are processed or if the value of the processed thing is greater than the value of the goods subject to reservation of title - co-ownership (fractional ownership) to the newly created thing in proportion to the value of the goods subject to reservation of title to the value of the newly created thing. In the event that we should not acquire any such title for our benefit, the Buyer shall transfer here and now his future title or – in the above-named proportion – co-ownership to the newly created thing to us as a security. If the goods subject to reservation of title are connected to other things to become a unitary product or if they are indivisibly mixed, and if one of the other things is to be regarded as the main thing, the Buyer shall, provided that the main thing belongs to him, consequently transfer to us here and now the proportion of the co-ownership to the unitary thing in the proportion named in Sentence 1 above.
- 10.6 In the event that the goods subject to reservation of title are resold, the Buyer shall assign to us here and now as a security the account against the Buyers' buyer created as a result – insofar as we have co-ownership of the goods subject to reservation of title, we shall have a security in proportion to the percentage of the co-ownership share we have. The same shall apply for other accounts taking the place of the goods subject to reservation of title or otherwise with regard to the goods subject to reservation of title, such as, for example, insurance claims or claims resulting from tort in the event of loss or destruction. We shall authorise the Buyer on a revocable basis to collect the accounts assigned to us in his own name. We may only revoke this authorisation to collect accounts in the event of enforced recovery.
- 10.7 If third parties seize the goods subject to reservation of title, in particular by means of a levy of execution, the Buyer shall draw their attention to the fact that we own the goods and the Buyer shall notify us of such seizures, to enable us to enforce our ownership rights. Insofar as the third party is not in a position to refund us the court costs or out-of-court costs incurred by us in connection with this, the Buyer shall be liable to us for them.
- 10.8 We shall release the goods subject to reservation of title as well as the things or accounts replacing them upon request as we choose, provided that their value exceeds the value of the secured accounts by more than 20%.
- 10.9 If we withdraw from the contract in response to a breach of contract by the Buyer – in particular default in payment – (enforced recovery), we shall be entitled to demand that the goods subject to reservation of title are returned to us.

11. Special provisions for handling over software

- 11.1 The provisions of these T&Cs shall apply for software transferred or handed over to the Buyer in connection with other goods and services or alone, unless specified otherwise below.
- 11.2 The software shall be handed over and transferred in accordance with Section 69a et seq. of the German Copyright Act [UrhG]. Unless expressly agreed otherwise, we shall not transfer any rights of use and exploitation rights to the Buyer in excess of the use of the software package received in the goods and services rendered by us. The Buyer may use the functions of the software already extant in full and set them to his operational requirements. Every type of programming activity over and above that permitted in Section 69 a et seq. [UrhG] such as, for example, subsequent technical data software modification for the Buyer's purposes of use as well as subsequent software development shall only be carried out by the software manufacturer.
- 11.3 The Buyer may only resell the software to third parties with our express written consent.
- 11.4 Unless expressly agreed otherwise, the Buyer shall not be entitled to have the software source code handed over to him.
- 11.5 Rights of use and exploitation laid down under German copyright law which are granted on a permanent basis (single-payment for permanent hand-over of software) may be revoked at any time until the purchase price, licence fee and any other accounts we may have from the order and the entire business relationship have been paid in full. Subject to 11.3, the Buyer shall be entitled to resell our software in a proper commercial transaction. In this case the Buyer shall be authorised to grant his buyer those rights of use and exploitation to which the Buyer would be entitled if the payment is made in full for the purchase price, the licence fee, and the accounts payable to us under the business relationship. The Buyer assigns here and now to us all claims accruing to him against his buyer under the resale, and to be more precise, independently of whether the goods supplied have been resold without or after processing. The Buyer shall still be authorised to collect these accounts even after the assignment. Otherwise the provisions under Number 10 shall apply accordingly.
- 11.6 The Buyer is aware that software programmes cannot be supplied 100% defect free. With regard to the supply of the software we shall not furnish any warranty that the software will work continuously fault-free in all respects and that the functions included in it can be carried out in all conceivable combinations, insofar as the fitness for use of this software as assumed by use envisaged in the contract is only impaired to a minor extent by these restrictions. Software defects which only impair use in accordance with the contract to a minor extent may also be handled with the instructions for remedying or for avoiding the impact of the defect. The warranty shall not cover the rectification of defects caused as a result of external factors, operating errors or servicing mistakes.
- 11.7 We cannot be held liable for damages caused as a result of modifications to, or processing of, the source code or the software itself and the other items and services supplied carried out by the Buyer or by a third party not instructed to do so by us.

12. The duty to take back goods in accordance with the German Electrical and Electronic Appliances Act (ElektroG)

- 12.1 Insofar as a duty to take back and dispose of the products supplied can be derived from the German Electrical and Electronic Appliances Act (ElektroG), the following shall apply:
- 12.2 The Buyer shall assume the obligation to dispose properly of the goods supplied after he has finished using them at his own expense in accordance with the statutory regulations.
- 12.3 The Buyer shall exempt us from the obligations in accordance with Section 19 Para 1 ElektroG (The manufacturer's obligation to take back goods) and third party claims in connection with this.
- 12.4 If the Buyer fails to place third parties to whom he passes on the supplied goods under a contractual obligation to assume the duty to dispose of the goods properly and to impose this obligation on subsequent parties to whom the goods supplied may be handed over, the Buyer shall consequently be obliged to dispose properly the goods supplied after they are no longer being used at his expense and in accordance with the statutory regulations.
- 12.5 Our right to have the Buyer take over the responsibility to dispose of the goods properly and to exempt us from said obligation shall not become time barred before two years have elapsed from date on which the goods are used for the last time. This period shall begin to run no earlier than the receipt by us of a written notification from the Buyer that use has ended.

13. Other copyrights and rights of use

- 13.1 Drafts and submissions drawn up by us are protected by copyright and belong to us. They must not be reproduced or made available for third parties, unless this is absolutely essential to carry out the order.
- 13.2 The Buyer vouches that the reports, plans, concepts, drawings, lists, analyses and calculations prepared by us in the course of the order shall only be used for his own purposes and shall not be published other than as provided for in the contract. Insofar as work results qualify for protection by copyright, we shall remain the author.
- 13.3 Insofar as our goods and services include the granting of rights of use and exploitation, this granting shall only apply insofar as necessary for the earmarked use of the work produced by us, unless expressly agreed otherwise.
- 13.4 Insofar as our goods and services refer to the work results and services of third parties, we shall acquire the rights to use them to the extent described in the paragraph above and assign them over to the Buyer, insofar as this is necessary for the order. If the acquisition of the rights of use on this scale is not possible or if there are restrictions upon the rights of use or other third party rights, we shall consequently point this out to the Buyer. The Buyer shall have to take note of these restrictions. For services and work provided by the Buyer as well as for goods and services manufactured to drawings, models and other information passed over by the Buyer, we shall not be obliged to secure rights of use and exploitation, and we cannot be held liable for a breach of third party proprietary rights. Given this, the Buyer shall be obliged to exempt us from third party claims

14. Non-disclosure

The Buyer shall be obliged to handle all information, know-how and other business secrets which he finds out about us with strict confidentiality, and he must not pass out any information, documents/documentation, programme descriptions, drawings, sketches and other documents to third parties, and the Buyer must not make them accessible by other means, without our express consent.

15. Place of fulfilment, Place of jurisdiction and applicable law

- 15.1 The place of fulfilment for all duties arising from the contract shall be our principal place of business in Schwerte.
- 15.2 The place of jurisdiction for all disputes arising from the contract, including proceedings based on drafts and cheques shall be Hagen. We shall, however, also be entitled to sue the Buyer at another place of jurisdiction applicable for him.
- 15.3 The contract shall be governed by German law, but not, however by the regulations in the UN law on sales [CISG].