Terms and Conditions of Delivery and Performance of Erich Utsch GmbH (as of: January 2026)

UTSCH

§ 1 General, Scope

(1) These General Terms and Conditions of Delivery and Performance ("**GTDP**") shall apply to all business relations between us and our customers ("**Purchasers**").

(2) These GTDP apply in particular to contracts relating to the sale and/or delivery of movable goods ("**Goods**"), irrespective of whether we manufacture the Goods ourselves or procure them from suppliers (Sections 433 and 650 of the German Civil Code [BGB]), as well as to contracts relating to the provision of other services. Unless otherwise agreed, the GTDP in force at the time of the order made by the Purchaser, or in any case the version most recently communicated to the Purchaser in text form, shall also apply as a framework agreement to similar future contracts without the need for us to refer to them again in each individual case.

(3) Our deliveries, services and offers are made exclusively on the basis of these GTDP; we do not recognise any contrary or deviating GTDP of the Purchaser unless we have expressly agreed to their validity in writing. Our GTDP shall also apply even if, in full knowledge of the Purchaser's conflicting or deviating terms and conditions, we carry out the delivery to the Purchaser without reservation, or if the Purchaser refers to its own general terms and conditions within the order and we do not expressly object to them.

(4) Our GTDP apply only to companies (Section 14 BGB), legal entities under public law and special funds under public law.

(5) Arrangements made with the Purchaser on an individual basis (e.g. framework supply agreements or quality assurance clauses), as well as the details provided in our order confirmation, shall always take precedence over these GTDP. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the point when the contract was concluded.

(6) Legally relevant declarations and notifications by the Purchaser in relation to the contract (e.g. setting of deadlines, reminders or withdrawal) must be made in writing. For the purposes of these GTDP, "in writing" shall include both written and text form (e.g. letter, email, fax). Statutory formal requirements and additional evidence requirements, especially in cases of doubt regarding the authentication of the declarant, remain unaffected.

(7) Any references to the applicability of statutory provisions are for the purposes of clarification only. Therefore, even without such clarification, statutory provisions shall apply unless they have been directly amended or expressly excluded in these GTDP.

§ 2 Conclusion of Contract, Enquiries

(1) Our offers are subject to confirmation and non-binding and subject to an intermediate sale, unless they are expressly designated as binding. This also applies if we have provided the Purchaser with samples, catalogues, other product descriptions or documentation—including in electronic form—to which we reserve title and copyright.

(2) An order for the Goods by the Purchaser shall constitute a binding contract offer. Unless otherwise specified in the order, we are entitled to accept this contract offer within two (2) weeks after its receipt.

(3) The contract offers shall be considered accepted either in writing (e.g. via the order confirmation) or by the delivery of the Goods to the Purchaser.

(4) The documents delivered by the Purchaser (specifications, drawings, samples, models or the like) are decisive for us, and the Purchaser shall be liable for their correctness, technical feasibility and completeness. We are not obliged to verify the contents thereof.

§ 3 Prices, Terms of Payment, Invoicing

(1) Unless otherwise agreed in individual cases, our current prices at the point when the contract was concluded shall apply (ex warehouse, plus statutory VAT).

(2) Unless otherwise stated in the order confirmation, our prices shall apply ex works in accordance with Incoterms 2020 or the currently applicable version. Packaging costs are not included in the prices unless expressly agreed otherwise.

(3) Our invoices are payable net (without deduction) within fourteen (14) days of the invoice date and receipt of the invoice with a 2% discount, or within thirty (30) days of the invoice date and receipt of the invoice without deduction. However, even within an ongoing business relationship, we are entitled to make delivery conditional upon advance payment at any time, either in whole or in part. We will declare this no later than in the order confirmation. Payments with discharging effect can only be made directly to us or to our bank/postal cheque account specified on the invoice.

(4) If the Purchaser is in arrears with the payment, we may calculate interest on arrears in the amount of 9 percentage points above the base interest rate. The right to claim further damages caused by delay is reserved.

(5) We expressly reserve the right to refuse bills of exchange and checks. Acceptance is exclusively based on performance. Any costs, in particular discount and exchange fees, shall be borne by the Purchaser and are payable immediately. Our claims shall only be considered paid with final payment.

(6) If the Purchaser fails to provide any information required from them in a timely manner and we incur additional costs as a result, we are entitled to charge these additional costs to the Purchaser. This shall apply accordingly if we interrupt the order processing on the instructions of the Purchaser.

(7) We retain the right to adjust our prices appropriately if, in the case of contracts in which there is more than three (3) months between the conclusion of the contract and the agreed delivery, or the last partial delivery, cost increases arise which could not be foreseen by us and for which we are not responsible, particularly due to material costs, an increase in raw material prices, auxiliary material costs, labour agreements, freights or public charges. In doing so, we will offset the cost reductions and cost increases against one another. We will verify the changes in cost for the Purchaser upon request.

(8) The Purchaser is not entitled to withhold payments due to counter-claims or offset with counter-claims, unless these are recognised by us, are undisputed, or have been legally established. Counter-claims by the Purchaser from the same contract due to defects, non-performance and/or unfinished, or incomplete performance shall remain unaffected by this.

(9) If, after the conclusion of the contract, it becomes apparent (e.g. through the cancellation of trade credit insurance or an application for insolvency proceedings) that our claim to the purchase price is at risk due to the Purchaser's inability to pay, we shall be entitled under the statutory provisions to refuse performance, and—if applicable after setting a deadline—to withdraw from the contract (Section 321 BGB). For contracts regarding the manufacturing of specific items (making to specification) we can withdraw immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

§ 4 Delivery Time, Delay in Delivery, Force Majeure

(1) The delivery times stated are approximate only. A delivery period shall not begin until all details of execution have been clarified and both parties have agreed on the terms of the order. Any agreed delivery dates shall be postponed accordingly.

(2) Furthermore, compliance with our delivery obligation depends on the timely and proper fulfilment of the Purchaser's obligations. This includes in particular the timely and complete submission of all documents to be provided by the Purchaser, insofar as our performance is based on the Purchaser's drawings, specifications, samples, requirements and/or other documents. The defence of non-performance of contract remains reserved.

(3) Our default in delivery shall be determined in accordance with statutory provisions. However, a reminder is required in all cases. If we fall into default, the Purchaser may demand lump-sum compensation for the delay. This compensation shall amount to 0.5% of the net price (delivery value) per completed calendar week of the delay, but not more than 5% of the delivery value of the delayed goods in total. We reserve the right to prove that the Purchaser has incurred no damage or substantially less damage than the aforementioned lump sum. The Purchaser's rights pursuant to Section 10 of these GTDP remain unaffected.

(4) If we are prevented from delivering or performing on time due to force majeure, we are obliged to inform the Purchaser without delay. In these cases we are entitled to extend the delivery or performance time by the duration of the event of force majeure, or the disruption, providing we have fulfilled our above obligation to inform. If the delivery or performance becomes impossible as a result, our obligation to perform is excluded without liability for damages. If the Purchaser proves that the delayed fulfilment is of no interest to them they may withdraw from the contract, excluding any further claims. If the force majeure event or disruption lasts longer than one (1) month, we may withdraw from the contract with respect to the unfulfilled part, providing we have fulfilled our obligation to inform and to the extent we have not assumed the risk of procurement or a delivery guarantee.

(5) "Force majeure" shall mean any external event not attributable to the business, either caused by elementary forces of nature or third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically reasonable means, even with the utmost care reasonably to be expected in the circumstances, and is not to be accepted by us due to its frequency. Examples include strikes not attributable to us, actions by government authorities, shortages of energy or raw materials, transport disruptions or obstacles, pandemics or epidemics and related countermeasures, operational disruptions (e.g. due to fire, water or damage to machinery), or other disruptions beyond our control at our premises or those of our upstream suppliers/ subcontractors that demonstrably have a significant effect.

(6) Paragraph 4 shall apply accordingly if, prior to concluding the contract with the Purchaser, we concluded a congruent hedging transaction that, if properly performed, which would have enabled us to fulfil our delivery obligations towards the Purchaser, but we were not supplied, not correctly supplied and/or not supplied in a timely manner by our supplier through no fault of our own.

(7) If we fall into default, the Purchaser shall be entitled to set a reasonable grace period in writing and withdraw from the contract if such period expires without result. No grace period is required if we seriously and definitively refuse performance, if the underlying contract is a fixed-date transaction within the meaning of Section 323 Para 2 No. 2 BGB or Section 376 of the German Commercial Code (HGB), or if special circumstances justify immediate withdrawal when both parties' interests are taken into consideration.

(8) The rights of the Purchaser pursuant to Section 11 of these GTDP and our statutory rights—in particular in the event of an exclusion of the obligation to perform (e.g. due to the impossibility or unreasonableness of performance and/or subsequent performance)—remain unaffected.

§ 5 Qualities, Dimensions, Weights, Acceptance

(1) The qualities and dimensions of the material supplied by us are determined exclusively by German material standards. Deviations are permissible within the scope of DIN standards.

(2) The proof of weight shall be provided by presentation of the weighing slip. The total weight of the consignment is decisive.

(3) If the relevant material standards require acceptance, or if acceptance is agreed, this shall be carried out in our plant in Siegen immediately after notification of readiness for dispatch. The costs incurred by the acceptance shall be borne by the Purchaser.

§ 6 Dispatch and Transfer of Risk

(1) Delivery is agreed as EXW (ex works) in accordance with Incoterms 2020 or the version currently in force. The place of delivery and performance is our facility in Siegen. This applies even if we bear or advance the transport costs on behalf of the Purchaser or if partial deliveries are made.

(2) The Goods will be shipped to another destination (sale by dispatch) where requested by the Purchaser, and the costs for this shall also be borne by the above.

(3) If dispatch is agreed, the risk of accidental loss or accidental deterioration of the Goods passes to the Purchaser upon handover of the Goods to the carrier, freight forwarder or other person or institution designated to carry out the shipment. This applies even if we bear or advance the transport costs on behalf of the Purchaser or if partial deliveries are made. If the dispatch or handover is delayed for reasons attributable to the Purchaser, the risk shall pass to the Purchaser from the day on which the Goods are ready for dispatch and we have notified the Purchaser accordingly.

(4) If an acceptance has been agreed, this shall be decisive for the transfer of risk. Otherwise, the statutory provisions of the law on contracts for work and services shall apply accordingly to any agreed acceptance, unless otherwise stipulated below.

(5) Where acceptance is required, the Goods shall be deemed accepted if:

(a) delivery and, where we are also responsible for installation, installation have been completed;

(b) we have notified the Purchaser of this, referring to the assumed acceptance under this Paragraph 5 and requested the Purchaser to accept it;

(c) twenty (20) working days have elapsed since delivery or installation; and

(d) the Purchaser has failed to carry out acceptance within this period, unless the failure to accept is due to a defect that has been reported to us accordingly and that renders the purchased item unusable or significantly impairs its use.

(6) The situation is deemed equivalent to delivery or acceptance if the Purchaser is in default of acceptance.

(7) The Purchaser must inform us in writing if they wish to request a specific mode of transport and/or the provision of transport insurance. The resulting costs shall be borne by the Purchaser, even if we have otherwise covered the transport costs by way of exception.

(8) We are entitled to make partial deliveries, provided this is reasonable for the Purchaser when taking their interests into account.

(9) If the Purchaser is in default of acceptance or if the delivery is delayed for reasons attributable to the Purchaser, we are entitled to claim reimbursement of the resulting damages, including additional expenses. In such cases, we shall store the products at the Purchaser's risk and charge the Purchaser for the storage.

§ 7 Packaging

(1) The type of packaging shall be at our reasonable discretion. The costs of packaging shall be borne by the Purchaser.

(2) The packaging for our products (including transport, sales and outer packaging) must be properly disposed of. According to Section 15 Para 1 of the German Packaging Act (VerpackG), we are legally obliged to organise and monitor the proper return and recycling of our packaging.

(3) In the interest of efficient and environmentally responsible resource management, and in particular to avoid unnecessary transport routes, the Purchaser undertakes, on our behalf and in compliance with applicable law, to dispose of the packaging of the products supplied by us (including transport, sales and outer packaging) properly and at their own expense.

(4) Upon request, the Purchaser shall promptly provide evidence of the proper disposal of the packaging of the products supplied by us in suitable form, and shall cooperate to the necessary extent regarding procedures concerning packaging regulations initiated by the competent authorities.

§ 8 Retention of Title

(1) We retain title to the goods sold until full payment has been made for all present and future claims arising from the purchase contract and the ongoing business relationship (secured claims).

(2) The goods subject to the retention of title may not be pledged to third parties or assigned by way of security before full payment of the secured claims without our express written consent. In the event of seizure of the goods or other interventions by third parties, the Purchaser must notify us immediately in writing so that we can file a claim pursuant to Section 771 of the German Code of Civil Procedure (ZPO). Providing the claim was successful and the third party is unable to reimburse us for the judicial or extra-judicial costs of a legal action pursuant to Section 771 ZPO, the Purchaser shall be liable for any losses we incur.

(3) The Purchaser is entitled to resell the goods delivered by us in the ordinary course of business. However, the Purchaser hereby assigns to us all claims arising from this resale against its customers or third parties in the amount of the final invoice amount (including VAT) of our claims, regardless of whether the goods were resold without or after processing. The Purchaser remains authorised to collect this claim even after assignment. Our authority to collect the claim ourselves remains thereby unaffected. However, we undertake not to collect the claim as long as no bill of exchange and cheque protests occur and the Purchaser continues to meet its payment obligations from the proceeds collected, is not in default of payment, and no petition for the opening of insolvency proceedings has been filed. However, if this is the case, we can demand that the Purchaser disclose to us the assigned claims and the respective debtors, provide all information required for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

(4) Any processing or transformation of the goods subject to retention of title by the Purchaser is deemed to be carried out on our behalf. If the goods subject to retention of title are processed with any other items or substances not belonging to us, we will obtain joint ownership of the new item in the proportion of the value of the goods subject to retention of title to the other items or substances processed at the time of processing. The same provisions shall apply to the resulting product as to the goods delivered under retention of title.

(5) If the goods subject to retention of title are inseparably mixed or combined with other items or substances not belonging to us in such a way that they become essential components of a unified item, we acquire coownership of the new item in proportion to the value of the goods subject to retention of title to the other items or substances at the time of combination or mixing. If the connection or mixing is done in such a way that the Purchaser's item is considered the principal item, it is hereby agreed that the Purchaser shall transfer coownership to us on a proportional basis. The Purchaser holds the resulting joint ownership for us. Otherwise, the item resulting from the connection or mixing shall be treated as Goods delivered under retention of title.

(6) The Purchaser is obliged to treat the goods subject to retention of title with care, and in particular to insure them at their replacement value against fire, water damage and theft at their own expense. If maintenance and inspection work is required, the Purchaser shall perform it in a timely manner at their own cost.

(7) In the event of loss or damage to the goods subject to retention of title, the Purchaser hereby assigns to us, as additional security, any resulting insurance claims in the amount of the final invoice amount (including VAT) of our claim relating to the goods delivered.

(8) If, in the case of deliveries to foreign countries, certain actions and/or declarations by the Purchaser are required in the importing country to give legal effect to the retention of title or other rights referred to in the preceding paragraphs, the Purchaser shall notify us in writing or in text form without any undue delay, and carry out or provide such actions or declarations at their own expense. If the law of the importing country does not permit a retention of title, the Purchaser is obliged, at their own cost, to immediately provide us with other suitable securities on the delivered goods or equivalent securities as reasonably determined by us (Section 315 BGB).

(9) We undertake to release the securities held by us at the Purchaser's request to the extent that the realisable value of our securities exceeds the secured claims by more than 10%. The selection of securities to be released shall be at our discretion.

§ 9 Intellectual Property

(1) Rights to the results of our services (in particular any rights to inventions, copyrights and other intellectual property rights) in relation to the Purchaser shall remain with us. Upon full payment of the agreed remuneration (or the respective instalments when due), the Purchaser shall receive a non-exclusive, non-transferable and unlimited right in terms of time and territory to use the results of our services (subject to any other conditions agreed between us and the Purchaser) for its own business purposes or for the purposes specified in the offer and/or order confirmation. The granting of any broader rights of use requires a separate agreement.

(2) The rights to the Purchaser's existing results remain with the Purchaser. We are entitled to use the Purchaser's existing results to the extent necessary for the performance of the agreed services.

▶

§ 10 Warranty and Liability for Breach of Duty

(1) The Purchaser's rights in respect of material and legal defects (including incorrect or under-delivery as well as improper assembly/installation or defective instructions) shall be governed by the statutory provisions unless otherwise stipulated below.

(2) The statutory provisions governing the sale of consumer goods (Sections 474 et seq. BGB) and the Purchaser's rights arising from separately issued guarantees—particularly those by the manufacturer—remain unaffected in all cases.

(3) The basis for our liability for defects is primarily the agreement made regarding the quality and the intended use of the Goods (including accessories and instructions). Product descriptions or manufacturer statements shall only be deemed part of the agreement on quality if expressly agreed upon, or if such descriptions or statements were publicly known at the time when the contract was concluded (e.g. in our catalogues).

(4) If no specific quality has been agreed, it shall be determined in accordance with statutory provisions whether a defect exists or not (Section 434 Para 3 BGB). Public statements made by the manufacturer or on its behalf—especially in advertising or on product labelling—shall take precedence over statements from third parties.

(5) Where our performance is based on drawings, specifications, samples, instructions and/or other documents provided by the Purchaser, the Purchaser assumes the risk of suitability for the intended purpose.

(6) Claims for material defects shall not exist in cases of natural wear and tear or damages occurring after the transfer of risk as a result of improper or negligent handling, lack of maintenance, excessive strain, unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties (who are not acting on our behalf), unsuitable operating materials, improper operation, failure to follow instructions, or as a result of special external influences not assumed under the contract.

(7) In the case of goods with digital elements or other digital content, we are only obliged to provide or update such digital content if explicitly stipulated as part of an agreement on quality under Paragraph 3. We accept no liability for public statements by the manufacturer or third parties in this regard.

(8) The Purchaser's warranty rights are contingent upon compliance with their statutory inspection and notification obligations under Sections 377 and 381 HGB. If the Purchaser fails to properly inspect the goods or notify us of defects, our liability for the unreported or improperly reported defect is excluded under statutory provisions. This applies in particular to goods intended for incorporation or installation if the defect only becomes apparent after being processed as a result of a breach of these obligations; in such cases, the Purchaser shall have no claims for reimbursement of costs (such as "removal and reinstallation costs"). If the contractual relationship between us and the Purchaser is for work or services, Section 377 HGB shall apply accordingly.

(9) If acceptance or initial sample inspection has been agreed with the Purchaser, complaints about defects that the Purchaser would have identified through such an inspection are excluded.

(10) If the delivered goods or manufactured products are defective, we may choose whether to remedy the defect (repair) or deliver an item (replacement) which is not defective. If the chosen type of remedy is unreasonable for the Purchaser in a specific case, the Purchaser may reject it. Our right to refuse subsequent performance under the statutory preconditions remains unaffected.

(11) We may make subsequent performance conditional on the Purchaser paying the purchase price due. However, the Purchaser is entitled to withhold a part of the purchase price in proportion to the defect.

(12) The Purchaser must grant us the requisite time and opportunity to carry out the necessary remedy, in particular by handing over the defective goods for inspection. In the event of a replacement delivery, the Purchaser must return the defective goods to us upon request in accordance with statutory provisions; however, the Purchaser is not entitled to withdraw from the purchase. Subsequent performance does not include the removal, disassembly or deinstallation of the defective goods or the installation of replacement goods, unless we were originally obliged to perform these services. The Purchaser's claims for reimbursement of the related costs ("removal and installation costs") remain unaffected.

(13) Providing a defect actually exists, we shall bear or reimburse the expenses necessary for inspection and subsequent performance—particularly transport, travel, labour and material costs as well as any removal and installation costs—in accordance with statutory provisions and these GTDP. Otherwise, we may demand reimbursement from the Purchaser for the costs incurred as a result of an unjustified demand for rectification if the Purchaser knew or could have known that no defect actually existed.

(14) In urgent cases, e.g. where operational safety is at risk or to stop disproportionate damage from being incurred, the Purchaser may rectify the defect themselves and demand we reimburse any expenses which were objectively necessary. We must be notified immediately, and if possible in advance, of any such rectification carried out by the Purchaser. The right of self-rectification does not apply if we would be entitled to refuse subsequent performance under statutory provisions.

(15) If subsequent performance has failed, or a reasonable period set by the Purchaser for such a performance has expired unsuccessfully or is unnecessary under statutory provisions, the Purchaser may withdraw from the purchase contract or reduce the purchase price in accordance with statutory regulations. However, there is no right of withdrawal in the case of minor defects.

(16) The Purchaser's claims for reimbursement of expenses under Section 445a Para 1 BGB are excluded unless the final contract in the supply chain is a consumer goods purchase (Sections 478 and 474 BGB) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 Para 5, 327u BGB). The Purchaser's claims for damages or compensation for wasted expenditure (Section 284 BGB) in case of defective goods shall only exist in accordance with Section 11 below and are otherwise excluded. The limitation periods are governed by Section 12 of these GTDP.

§ 11 Exclusions and Limitations of Liability

(1) Subject to the provision in Paragraph 2, we shall be liable for damages—arising from contractual, noncontractual or other claims for compensation, regardless of legal grounds, including defects, delay, impossibility, pre-contractual fault or tort—only in cases of intent and gross negligence, including intent and gross negligence on the part of our representatives and vicarious agents. Furthermore, in cases of ordinary negligence, including those of our representatives and vicarious agents, we shall only be liable for damages resulting from the breach of an essential contractual obligation (cardinal obligation). Cardinal obligations are obligations which are essential to the proper execution of the contract and whose fulfilment the Purchaser regularly relies upon. In such cases, our liability is limited to the foreseeable, typically occurring damages unless it has been established that the breach of duty is intentional.

(2) The exclusions and limitations of liability listed in Paragraph 1 do not apply:

(a) in the event of injury to life, body or health,

(b) for claims under the German Act on Liability for Defective Products (Produkthaftungsgesetz),

(c) for claims under special legal requirements concerning the delivery of goods to consumers and other mandatory statutory provisions,

(d) where we have fraudulently concealed a defect, or

(e) where we are liable under a guarantee or for the assumption of a procurement risk.

(3) Paragraphs 1 and 2 also apply if the Purchaser claims compensation for wasted expenditure instead of damages in lieu of performance.

(4) Where our liability for damages is excluded or limited, this also applies with regard to the personal liability of our employees, workers, staff, representatives and vicarious agents, which has the same legal basis.

§ 12 Statute of Limitations

(1) Claims by the Purchaser arising from material and legal defects come under the statute of limitations one (1) year from the date of delivery. Insofar as an acceptance has been agreed, the statute of limitations shall begin upon acceptance.

(2) Mandatory statute of limitations provisions shall remain unaffected. The reduction in the limitation period specified in Paragraph 1 does not apply:

(a) to claims as a result of injury to life, body or health,

(b) to claims based on intent and/or gross negligence,

(c) to claims arising from the assumption of a guarantee or procurement risk,

(d) to the longer limitation periods under Section 438 Para 1 No. 1 BGB (third party real rights), Sec-tions 438 Para 1 No. 2 and 634a Para 1 No. 2 BGB (buildings, construction materials and components, and planning services for a building) and Sections 438 Para 3 and 634a Para 3 BGB (malice) and

(e) to limitation periods under Section 445b BGB, where the final contract in the supply chain is a con-sumer goods purchase as defined in Section 474 BGB (i.e. final delivery to a consumer).

(3) The limitation periods stated in paragraphs 1 and 2 for claims arising from material and legal defects shall also apply accordingly to competing contractual and non-contractual damage claims by the Purchaser based on a defect in the contractual goods. However, if in a specific case applying the statutory limitation rules would result in such competing claims expiring early, then the statutory limitation period shall apply to those claims. The statutory limitation periods stipulated in the Act on Liability for Defective Products shall remain unaffected in all cases.

(4) Where limitation periods for claims against us are reduced under paragraphs 1 to 3, this reduction shall apply equally to any claims by the Purchaser against our legal representatives, employees, staff, agents as well as vicarious or performing agents, where the legal basis is the same.

§ 13 Rights of Withdrawal and Termination

(1) The Purchaser shall only be entitled to withdraw from the contract due to a breach of duty on our part, where this does not relate to a defect, providing we are responsible for the breach.

(2) If the contract is for labour and services or pertains to the delivery of non-fungible movable goods, the Purchaser's right of termination without cause (pursuant to Sections 651 and 649 BGB) is excluded.

§ 14 Compliance with Laws

(1) The Purchaser is obliged to comply with all applicable legal provisions relevant to them in connection with the contractual relationship. This particularly includes anti-corruption and anti-money laundering laws, as well as competition, employment and environmental regulations.

(2) The Purchaser accepts our Code of Ethics as the basis for the business relationship between us and the Purchaser. Our Code of Ethics shall be considered accepted upon conclusion of the contract, and is available at http://www.utsch.com/en/The-Company/About-UTSCH/Compliance. We will provide the Code of Ethics in written form or by email when requested by the Purchaser.

(3) The Purchaser shall comply with the applicable export control and sanctions laws and regulations of the European Union (EU), the United States of America (US) as well as other jurisdictions ("Export Control Regulations").

(4) The Purchaser shall inform us in advance and provide all necessary information (including end-use details) required for our compliance with export control regulations, especially where our products, technologies, software, services or other goods are intended for:

(a) any country or territory, or any natural or legal person, subject to restrictions or prohibitions under the EU, US or other applicable export control and sanctions laws, or

(b) the construction, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aerospace applications and related delivery systems.

(5) Our performance of contractual obligations is subject to there being no applicable export control regulations prohibiting such performance. We are therefore entitled to refuse or withhold performance of the contract in such cases without any liability to the Purchaser.

(6) The sale, export or re-export of the goods to Russia and/or Belarus, as well as the sale, export or re-export of the goods for use in Russia and/or Belarus, is prohibited. Any violation constitutes a material breach of contract and grounds for extraordinary and immediate termination. Further rights are reserved.

§ 15 Processing of Personal Data

(1) We exclusively process personal data collected in the scope of deliveries, services and offers in compliance with the applicable data protection laws. Information in accordance with Articles 13 and 14 of the General Data Protection Regulation (GDPR) regarding this processing of personal data can be found at https://www.utsch.com/en/Privacy-Policy/. We can also send you this in writing where requested.

(2) If the Purchaser transmits personal data to us, they are obliged to inform the affected individuals about our data processing in a timely manner in accordance with Article 14 GDPR; we will not inform the affected individuals ourselves.

§ 16 Jurisdiction, Applicable Law, Partial Nullity

(1) If the Purchaser is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Siegen. However, we also reserve the right to bring action against the Purchaser at their local court.

(2) The contractual relationship shall be governed by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(3) If any provision in these General Terms and Conditions of Sale and Delivery or any provision within the framework of other agreements is or becomes invalid or void, this shall not affect the validity of the remaining provisions or agreements.