

GENERAL BUSINESS TERMS OF MOSCA

I. General

1. The following General Business Terms from MOSCA ("General Business Terms") apply to customers who are entrepreneurs as defined under Section 14 of the Bürgerlichen Gesetzbuches ("BGB"), legal entities under public law, and special assets under public law.
2. Unless stipulated to the contrary in writing in the specific case, all signed contracts and deliveries of MOSCA GmbH and/or its affiliate(s) referenced thereinunder, including without limitation, MOSCA Sales & Service GmbH & Co. KG, MOSCA Strap & Consumables GmbH & Co. KG and MOSCA Machinery & Equipment GmbH & Co. KG. (individually or collectively, as applicable, referred to hereinafter as "MOSCA") are carried out solely under these General Business Terms. These General Business Terms shall apply, even if the customer has ordered or confirmed under different terms and/or its own terms do not recognize other general terms and conditions of business. The customer's general terms and conditions do not place any obligation on MOSCA. MOSCA herewith explicitly rejects the customer's general terms and conditions. Terms and conditions of the customer or of third parties that deviate, conflict or supplement these General Business Terms shall also have no validity, even if MOSCA does not explicitly reject them in the specific case.
3. The contractual relationships are subject to the laws of the Federal Republic of Germany. The conflict of laws (IPR) and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
4. Incoterms laid down by the International Chamber of Commerce shall apply to defining delivery terms used herein or in the context of the orders or their confirmation (EXW, FOB, CIF etc.). The General Business Terms shall also apply to all future business with the customer.

II. Offer and conclusion of contract

1. Cost estimates and quotations from MOSCA are non-binding, subject to confirmation by MOSCA and they do not constitute an offer to sell. When a customer submits an order to MOSCA, the order shall be construed to be an offer to purchase under Section 145 of the BGB. The customer is bound by its order for a maximum of four (4) weeks until the written order confirmation is issued by MOSCA. The contract only becomes legally binding with the written order confirmation from MOSCA.
2. All agreements, verbal secondary agreements or changes to the contract shall only be valid, if they have been signed by the management of MOSCA. The same shall apply to any guarantee of quality or longevity of the contract goods.
3. If the customer wants any changes with respect to the order, in particular, after manufacture of the samples etc., or production of the contract goods has commenced, this is subject to MOSCA's approval and MOSCA reserves the right to re-cost the price originally quoted to take account of the additional or lower expenditure. The customer can be shown the relevant expenditure, on request, that is necessary because of the required changes. The customer shall bear all production and manufacturing costs arising out of or in connection with the modified contract goods or services.
4. MOSCA reserves the right to make design changes usual for the trade and sector, provided they are reasonable for the customer and not fundamental in nature. The details, also in catalogues and brochures, about prices, weights, dimensions, speeds and other values should be seen as approximate, for informational purposes only and are subject to change without notice. This does not apply to accepted orders in respect of which such information has been expressly agreed to be binding.

5. All offers and subsequent offers for subsequent orders are subject to MOSCA's written confirmation.
6. MOSCA holds proprietary and copyright to all cost estimates, drawings and other documents. The documents submitted and presented when the order was signed, such as pictures, drawings, weights and measurements are only approximate, unless otherwise explicitly described as binding by MOSCA.
7. If the contract is subsequently cancelled, the work carried out on planning and drafts for the customer shall be invoiced in accordance with the standard arrangement for payments and fees for engineers, unless such cancellation is attributable to any culpable breach of contract by MOSCA. The customer shall return any drawings and other documents to MOSCA automatically, if the contract is cancelled or fails to go ahead, except for such drawings and other documents that are fully paid for by the customer.

III. Withdrawal from the contract

1. MOSCA has the right to withdraw from the contract, if:
 - a. circumstances are known that provide grounds to assume that the customer will not properly meet its contractual obligations, jeopardising MOSCA's right to consideration, in particular, (i) deterioration of the customer's financial situation compared to the time of the conclusion of the contract; (ii) suspension of payments; (iii) application for insolvency proceedings; (iv) cheque or note protests, etc. and the customer fails to make payment or supply surety after a reasonable grace period;
 - b. a force majeure event as defined in Section XV, causing not only a temporary impairment to contract performance but a permanent obstacle to contract performance;
 - c. the customer does not satisfy the conditions for reservation of title as stipulated under Section IX; and/or
 - d. costs (tolls and import duties, taxes or other premiums on the contract goods or services, fluctuations in currency) not borne by the customer do render meeting the obligation to deliver significantly more difficult.
2. In the event of contract termination, MOSCA may take, remove or demand the return of any contract goods not fully paid up, cease any services that have not been fully paid up, and/or demand the immediate payment of any services performed. The customer shall bear any direct and ancillary costs and expenses that arise as a result, unless the customer neither acted wilfully nor negligently.

IV. Prices and payment conditions

1. Unless otherwise agreed between MOSCA and the customer, the price valid on the day of the delivery or provision of services shall apply in each case (the "contract price"). Unless otherwise stated under the applicable written confirmation from MOSCA, prices are in euro EXW (MOSCA's warehouse in accordance with Section XI.2.) before custom duties and applicable taxes (which is covered under Section IV.12. below). Packaging, delivery, insurances, unloading services, assembly services and installation on site services are separately chargeable.
2. In the event where the cost factors on which the agreed price is based changes after the contract is formed due to price increases for raw or input materials, auxiliary and operating materials, costs for the purchase of the delivery item or parts thereof, if it is purchased from subcontractors or upstream suppliers, energy or wage or salary increases as a result of collective agreements, transport and logistics costs and/or any other factors which are outside the control of MOSCA and/or factors which cannot reasonably be foreseen by MOSCA, MOSCA shall have the right to adjust the price if delivery is due to be provided later than two (2) months following conclusion of the contract. For MOSCA strapping material such right exists regardless of when delivery is due to be provided.

3. The customer can ask for proof of the price increases, if necessary.
4. Expenditure on contract goods upon import into the country of destination (import, tools or other premiums) are not included in the contract price and shall be borne by the customer.
5. MOSCA shall also invoice for any additional services not explicitly quoted for at the time the contract was signed but which are carried out at the customer's request.
6. Upon approval of MOSCA's finance department, 30% of the purchase price for machines is payable without deduction when the order is placed, 60% when notification is received of readiness for dispatch and 10% at the latest fourteen (14) days after readiness for dispatch. Transactions that do not qualify for progressive or credit payment, such as assembly, modifications and repairs as well as consumables shall be due for payment immediately upon provision of services or when the contract goods are delivered. Provided no other contractual agreements have been reached, payments shall become due immediately after the contract goods are delivered or the services are provided, irrespective of when the invoice is issued or raised. Where the customer is granted progress or credit payment terms, MOSCA shall have the right to unilaterally suspend production or delivery and/or change or revoke any payment condition granted, in the event where the financial situation of the customer changes after the conclusion of the contract (e.g. credit rating downgrade) and the counter performance is jeopardised by the client's inability to perform.
7. Any costs or expenses that arise due to bills of acceptance or customer bills, such as bank charges, shall be borne by the customer.
8. In the event of payment default by the customer, the customer agrees that MOSCA is entitled to:
 - a. suspend any preferential price terms, such as discounts;
 - b. withhold deliveries to the customer and/or suspend performance of services, even for other orders;
 - c. withhold amounts payable to the customer, if any;
 - d. impose late payment interests at default interest rate of 9 percentage points or the prevailing default interest rate, whichever applicable, above the respective base rate;
 - e. recover reasonable collection costs (e.g. reasonable attorneys' fees);
 - f. demand the rendering of security; and/or
 - g. exercise any other rights of MOSCA,until the amounts in default have been paid. MOSCA is entitled to claim a higher sum, if it is able to prove a greater loss as a result of default.
9. If the customer is in default with the due instalments, the entire amount that still remains due from the entire business relationship shall become due immediately.
10. The customer may only offset, exercise the right to retention and/or withhold payments on the basis of undisputed counterclaims or legally enforceable counterclaims which have been judged to be final and absolute. The customer's right to set-off, right of retention and right to withhold payment, if any, shall only exist for counterclaims resulting from the same contractual transaction.
11. MOSCA is entitled to make and to invoice partial deliveries reasonable for the customer that should then be paid upon submission of the invoice. This provision shall not affect the customer's statutory right to withdraw from the contract.
12. The customer is responsible for payment of custom duties, VAT, GST, and any other duties, taxes, levies or fees imposed by relevant government authorities on the transaction at prevailing rate. Where MOSCA is required by law to collect or withhold any taxes on a transaction, MOSCA shall have the right to invoice the customer such taxes in addition to the price for the contract goods and services. Where the customer is required by law to withhold tax from any amount

payable to MOSCA, the amount payable by the customer shall be increased accordingly to account for the taxes to be withheld. The customer shall make accruals and pay such taxes in compliance with applicable law, unless MOSCA provides the customer with a valid certificate of exemption or other appropriate proof of exemption. Proof of payment of such taxes shall be provided to MOSCA within sixty (60) days of payment. Under no circumstances shall MOSCA be liable for taxes to be borne by the customer in connection with the transaction.

V. Delivery

1. Unless otherwise expressly agreed upon in the order confirmation, delivery of contract goods will be made EXW.
2. Although MOSCA shall adhere to the delivery dates and time as far as possible, delivery dates and time provided by MOSCA are estimates only and are subject to change. For avoidance of doubt, delivery dates and time specified under contracts are for informational purposes and should not be considered as fixed dates.
3. MOSCA shall not be liable for delays, or failure to deliver that are the result of:
 - a. force majeure events;
 - b. damage in transit; and/or
 - c. the fault of the customer or its agents.
4. MOSCA shall be reimbursed for any cost increase incurred as a result of the acts or omissions of the customer or its agents (e.g. additional costs and expenses incurred to redirect shipments due to incorrect shipping information provided by the customer or its agent), unless neither the customer nor its agent(s) acted wilfully or negligently. Where the customer has a statutory right to claim damages caused by delays from MOSCA, MOSCA's liability shall be limited to 5% of the price of the affected contract goods and/or services. This limitation of liability shall not apply in the cases listed in Section VII.13(i)-(v) and shall be limited to typical and foreseeable damage in the case of Section VII.13(vi). The customer remains free to claim damages for non-fulfilment subject to Section VII, after having set a reasonable deadline and withdrawn from the contract.
5. Any delivery dates, times and deadlines provided by MOSCA are subject to MOSCA's own timely and correct delivery by its own suppliers.
6. In the case of force majeure events as defined in Section XV, the delivery date shall be reasonably extended, provided such hindrances can be proven to have significantly influenced the completion or delivery of the contract goods and/or services. This shall also apply, if these hindrances result in delays on the part of MOSCA's suppliers. MOSCA shall notify the customer as soon as practicable of the start and end of such hindrances.
7. MOSCA shall only be in default, if the customer has set MOSCA a grace period of at least twenty-one (21) working days after the end of the contractually agreed delivery time and this has lapsed for reasons for which MOSCA is responsible. This shall not affect the customer's statutory rights to withdraw from the contract.

VI. Acceptance and dispatch

1. If dispatch is delayed for reasons for which MOSCA is not responsible, the transfer of risk shall not be delayed as a consequence. The risk shall pass to the customer after MOSCA has ensured that the contract goods are prepared/packaged and available for the customer to pick up at the designated location on the day MOSCA notified the customer that the contract goods are ready. If the customer is in acceptance delay (Annahmeverzug), the contract goods shall be stored at the customer's expense and risk.
2. MOSCA shall decide the transport route and type of transport for any delivery that is not carried out EXW. The decision is made at MOSCA's discretion and excludes any liability for the most

favourable type of dispatch. If anything other than delivery EXW is expressly agreed, all risks shall pass to the customer upon handover to a transport person by MOSCA at the latest.

3. Where MOSCA has a contractual or statutory obligation to accept back packaging materials to comply with packaging laws and regulations, including without limitation the VerpackG, as amended, the customer agrees that MOSCA accepts to take back such packaging materials at MOSCA's place of business and at the customer's cost and expense. In the event where the customer requests MOSCA to take back packaging materials at locations outside of MOSCA's place of business, MOSCA shall have the right, at its sole discretion, to appoint authorised collection or disposal company(ies) to manage the collection and/or disposal of such packaging materials, and to invoice the customer separately for any fees and charges that may arise thereof. The customer is obliged to handle and manage such packaging materials in its custody in accordance with legal requirements, and to hand over such packaging materials to collection and/or disposal companies in the manner and condition deemed acceptable under law. The customer hereby irrevocably and unconditionally waives all rights and claims against MOSCA should the customer manage and/or handle such packaging materials contrary to the requirements under this Section VI.3., and accordingly the customer shall hold MOSCA harmless against any and all claims of third parties that may arise thereof, unless the customer neither acted wilfully nor negligently.
4. If the customer fails to pick up or take delivery of the contract goods within fourteen (14) days of notification of their readiness for dispatch, MOSCA is entitled to withdraw the contract price immediately after giving fourteen (14) days' notice. The costs of any replacements and/or rework that may be requested by the customer as well as any additional cost and expense arising out of the customer's delay or failure to pick up or take delivery of the contract goods within the fourteen (14) days period (including without limitation, corrosion damage charges, storage fees, demurrage, detention and port charges and fees) shall be borne by the customer and such costs and expenses will be invoiced separately to the customer.
5. If an order definitely fails to go ahead for reasons for which the customer is responsible, the customer shall be liable for 40% of the contract price as compensation for the loss of profit and costs incurred, provided the planning for these contract goods and/or services has already been completed. The customer may provide proof that the damage that arose or the reduction in value that occurred was significantly lower than the fixed rate. This shall not affect a claim for compensation beyond the compensation flat rate. If a customised order definitely fails to go ahead for reasons for which the customer is responsible, the customer must always pay the agreed contract price, if the contract goods are already in production and/or the services are being carried out. Section VI.5. sentence 2 above applies accordingly.
6. In the event of compulsory certification, the customer is entitled to inspect the contract goods and undertake the corresponding certification measures in accordance with the standards and conditions valid for the relevant third country at the contractually agreed place of acceptance within ten (10) working days of notification of the contract goods' readiness for dispatch. The customer shall perform or procure the performance of the inspection within the nominated period or any other reasonable period as may be mutually agreed between MOSCA and the customer. Unless the customer raises any issues within this period, the contract goods shall be deemed to be properly delivered and accepted with the expiry of the deadline.

VII. Warranty

1. MOSCA only warrants that the products comply with the product specification applicable at the time of order confirmation by MOSCA to the exclusion of all other warranties whether express or implied.
2. Any claims for defects (including incorrect quantities and/or deliveries) made by the customer depend upon its having properly satisfied its duties of inspection and complaint in the specific case in accordance with Art. 377 of the German Commercial Code (Handelsgesetzbuch).

Identifiable defects must be notified without undue delay in writing, though at the latest within a period of ten (10) working days from receipt of the contract goods and/or of delivery of the services. Any other defects must be notified in writing without undue delay however no later than within five (5) working days of the defect being identified.

3. The customer's duty of inspection extends to the entire shipment but only to the extent of reasonable visual inspection of the goods, and where not possible, the outer packaging of the goods.
4. Notwithstanding any possible defects (including incorrect quantities and/or deliveries), the goods should be properly stored. Rejected goods must not be modified or used. MOSCA must be given the opportunity to inspect the rejected goods.
5. MOSCA is initially free to choose whether to rectify the defect or to provide a replacement. If MOSCA is unwilling or unable to rectify the defect or provide a replacement, in particular, fails to do so within a reasonable period of time, or if the rectified defect or replacement delivery should fail, the customer is entitled to choose whether to withdraw from the contract or to demand a reduction and compensation within the scope of the liability restrictions set out in Section VIII.
6. If the customer receives defective assembly instructions, MOSCA shall only be obliged to provide assembly instructions free from errors and only then, if the defect in the assembly instructions prevents proper assembly.
7. The customer shall not receive any guarantees in the legal sense from MOSCA. This shall not affect the manufacturer's guarantees.
8. For purely hire of labour, MOSCA shall only be liable for proper and professional work and execution in accordance with the customer's drawings and using materials provided by the customer. MOSCA is not obliged to check the documents, drawings and materials provided by the customer placing the order.
9. MOSCA accepts no liability for:
 - a. defects that occur as a result of (i) natural wear and tear; (ii) incorrect commissioning not performed by MOSCA; (iii) operation and/or servicing not performed by MOSCA; and/or (iv) the use of unsuitable consumables and/or equipment which are not supplied and/or recommended by MOSCA;
 - b. defects that occur as a result of excessive load or from the effects of building, weather, other environmental influences or improper storage after the transfer of risk, for which MOSCA is not responsible;
 - c. the proper planning and compatibility of the contract goods and/or services within an overall system not supplied by MOSCA; and/or
 - d. contract goods and/or services modified by an external party or by installing parts of third-party origin and the defects occur as a result of the change.
10. MOSCA is only obliged to supplementary performance or to rectify the defects in the contract goods and/or services, concurrently with payment of the price by the customer.
11. If MOSCA is obliged to accept return of the rejected or defective goods or MOSCA declares that it is willing to accept such returns, the customer is obliged to give MOSCA at least four (4) weeks notice period for collection. The collection may take place earlier, on a case-by-case basis, if the four (4) weeks notice period is unacceptable to the customer.
12. Should it emerge at a later date that MOSCA has incurred costs or expenditure as a result of supplementary performance or warranty despite there being no defect or the aforesaid conditions rule out such warranty, the customer shall be obliged to pay MOSCA for the costs

and expenditure incurred as a result of the culpable, incorrect request for subsequent performance.

13. The period for bringing claims for defects is limited to twelve (12) months, which is calculated from the transfer of risk. The above limitation of the warranty period shall not apply if claims are made on the basis of: (i) a guarantee; (ii) a product liability legislation; (iii) injury to life, limb or health; (iv) a result of gross negligence or a deliberate breach of obligation by MOSCA; (v) fraudulent concealment of defects by MOSCA; or (vi) if MOSCA culpably fails to meet an essential contractual obligation (Kardinalpflicht), the fulfilment of which is required for the due performance of the contract and on whose compliance the contractual partners regularly rely. In these cases, the statutory periods apply. This shall not apply, if the BGB provides for longer limitation periods. This shall also not affect the other limitation periods pursuant to the BGB. This does not affect the suspension of the period of limitation, suspension and restarting the periods of limitation in accordance with statutory regulations.

VIII. Limitation of Liability

1. Unless mentioned to the contrary in these General Business Terms, no liability beyond that provided for in this Section VIII for damages shall be accepted by MOSCA, regardless of its legal basis. This applies, in particular, to claims for compensation based on fault when concluding the contract due to other violation of duty or due to tortious claims for damages pursuant to Section 823 of the BGB. The limitation in accordance with the aforesaid conditions shall also apply, if the customer demands reimbursement of the needless expenditure instead of rectification of the defect or replacement part.
2. MOSCA is liable in the event of (i) accepting a guarantee for the quality of the contract goods or services; the extent of liability depends on the wording of the guarantee; (ii) injury to life, limb or health, unless MOSCA acted neither wilfully nor negligently; (iii) liability in instances of mandatory statutory liability, for example under the German Product Liability Act (Produkthaftungsgesetz); (iv) gross negligence or wilful intent by MOSCA; or (v) fraudulently concealed defects by MOSCA.
3. MOSCA is also liable, if MOSCA culpably fails to meet an essential contractual obligation (Kardinalpflicht), the fulfilment of which is required for the due execution of the contract and on whose compliance the contractual partners regularly rely (Kardinalpflicht). In this case, however, if MOSCA has not acted with wilful intent and there is no damage to life, limb or health, the liability is limited to foreseeable damage typical of this type of contract.
4. Insofar as liability by MOSCA is excluded or restricted, this shall also apply to personal liability of employees, employers, staff, representatives and agents of MOSCA.
5. Nothing in this Section VIII implies a reversal of the statutory burden of proof.

IX. Reservation of title

1. MOSCA reserves the title to the contract goods; and retains ownership (Eigentum) and rights to the work results (Rechte an den Arbeitsergebnissen) until all payments under the business relationship with the customer have been received in full by MOSCA. In the case of ongoing payments, this also applies explicitly to the payment from the relevant surplus.
2. Cheques and bills of exchange are lodged solely on account of performance and shall only be considered as receipt of payment in this sense after final satisfaction without a danger of recourse. If MOSCA agrees to payments of the debt on the basis of a cheque/bill of exchange, the reservation of title shall also extend to redemption of the bill of exchange accepted by MOSCA from the customer and is not extinguished when the cheque received by MOSCA is credited.

3. The customer is only entitled to sell on the contract goods, to collect the assigned proceeds from the sale, to use and/or process the contract goods and/or introduce the contract goods to a site or object as part of the normal course of business and in accordance with the following conditions.
4. The customer hereby relinquishes and assigns all claims arising from the resale of the contract goods up to the invoice value of the contract goods (including applicable taxes, such as VAT) with all subsidiary rights as a priority to MOSCA, and regardless of whether the contract goods supplied have been resold without or after they have been processed. MOSCA accepts the assignment. The customer is not permitted to dispose of the contract goods in any other way, in particular, not to mortgage or to pledge them as surety. If such subrogation to MOSCA is not possible for legal or actual reasons, the customer shall not be entitled to resell them.
5. If the contract goods are installed in another object as part of a contract for works, the customer herewith relinquishes and assigns all claims up to the invoiced value of the contract goods (including applicable taxes, such as VAT) from the contract of works against the third party, or against the party concerned, with all subsidiary rights as a priority to MOSCA. MOSCA accepts the assignment.
6. The customer continues to have authority to collect the debt even after the assignment. This does not affect MOSCA's authority to collect the debt itself. However, MOSCA will not collect payment itself, as long as the customer meets its payment obligations, is not in arrears and, in particular, if no application for insolvency has been filed and/or the authorisation to collect the assigned claims by the customer as per Section IX.10. below has not automatically expired, or MOSCA rejects the direct debit mandate for some other reason.
7. If this is the case, however, MOSCA may demand that the customer disclose the assigned claims and their debtor to MOSCA, provide all the necessary details for collection, hand over the related documents and reveal the assignment to the debtors (third party).
8. If the customer processes the contract goods into a new movable object, processing will be carried out on behalf of MOSCA, without any obligation to MOSCA. The new object shall be the property of MOSCA. If the contract goods are processed together with objects that do not belong to MOSCA, MOSCA shall acquire co-ownership of the new object in the proportion of the invoice value of the contract goods (including applicable taxes, such as VAT) to the processed contract goods at the time of processing. If the contract goods are inseparably combined together with movable objects that do not belong to MOSCA, MOSCA shall acquire co-ownership of the new object in the proportion of the invoice value of the contract goods (including applicable taxes, such as VAT) to the other mixed objects at the time of mixing. If the customer acquires sole ownership on the basis of joining, mixing or commingling, the customer herewith confers to MOSCA co-ownership in proportion to the invoiced amount of the contract goods (including applicable taxes, such as VAT) to the other goods at the time of joining, mixing or commingling. In these cases, the customer must store the goods in ownership or co-ownership with MOSCA that are also deemed as contract goods, as defined by the following conditions, free of charge.
9. If the resold contract goods are co-owned by MOSCA, the assignment of the claims shall extend to the amount that corresponds to the unit amount of co-ownership held by MOSCA.
10. If the customer's contract goods are installed as an essential element into the property of a third party, the customer herewith assigns the assignable claims for payment that have arisen to the value of the contract goods with all the subsidiary rights, including that to grant a chattel mortgage as a priority to MOSCA; MOSCA accepts the assignment. If the goods are installed in property held by the customer, the customer herewith assigns the claims arising from the disposal of the property or property rights to the value of the contract goods together with all subsidiary rights as a priority to MOSCA; MOSCA accepts the assignment.

11. Equally, the customer assigns claims to the value of the invoice amount of the contract goods (including applicable taxes, such as VAT) to which it is entitled from a third party as a result of the destruction, damage, theft or loss of the contract goods.
12. The customer must notify MOSCA immediately of any action by third parties to force a sale of the contract goods or the assigned claims and hand over the necessary documents to defend such action. If the third party is not in a position to reimburse MOSCA for the court and extra-judicial costs of an appeal which arise in connection with actions by third parties on the basis of rights against the customer, the customer shall be liable for the loss incurred.
13. The authority to collect the assigned claims and the right of resale and to collect the assigned proceeds from sale, to use or to install the contract goods oneself are subject to the following resolutive conditions without MOSCA having explicitly to revoke these rights: (i) the customer's cessation of payments to MOSCA, (ii) application or opening of insolvency proceedings, (iii) when a cheque or bill of exchange protest is lodged.
14. MOSCA is obliged to release the securities to which it is entitled at the customer's request, when the realisable value of the securities exceeds the claims to be secured by more than 10%. It is incumbent upon MOSCA to select the security to be released.
15. Save as otherwise provided herein, the customer shall not assign its rights, obligations and/or claims, including claims for damages, if any, arising out of or in connection with the transactions within this Section IX, without MOSCA's written consent.

X. Confidentiality

1. The parties shall treat all Confidential Information within the meaning of Section X.2. from the other party as confidential, protect it from access to and notice by third parties, in particular by means of appropriate technical and organizational measures, and shall not communicate or make accessible such information or any part thereof, either directly or indirectly, to third parties, and use it exclusively in accordance with and for the purpose of the performance of the contract and make it accessible only to those employees who need the Confidential Information for the purpose of the performance of the contract and who are themselves subject to a confidentiality obligation. Companies affiliated with either party as defined in Section 15 German Stock Corporation Act (Aktiengesetz) shall not be considered to be third parties in relation to the respective party.
2. "Confidential Information" in terms of this General Business Terms shall mean any written, verbal, electronic, visual or any other tangible or non-tangible notices, documents, disclosures, materials or other information from the disclosing party, including but not limited to MOSCA's offer, data, know-how, source codes, technical and non-technical information, materials, prototypes, samples, specifications, prices and other business-related information, and any reproductions thereof, which are disclosed or otherwise made accessible to the other party in connection with the contract, regardless of whether these are explicitly identified as being "confidential" or "proprietary" or which must be regarded as such by reason of the disclosing party's intention for them to be kept confidential owing to the nature of the information.
3. Information shall not be deemed Confidential Information to the extent the receiving party can prove that such information:
 - a. was known to the receiving party, was generally known, or freely accessible to the public at the time it was disclosed or made accessible to the receiving party;
 - b. became generally known or freely accessible to the public after the time of disclosure or made accessible without any direct or indirect breach of a confidentiality obligation toward the disclosing party;
 - c. was disclosed or made accessible to the receiving party by an authorized third party outside the scope of a confidentiality obligation toward the disclosing party after the time of disclosure or making accessible;

- d. was created or developed by the receiving party without using or referring to the Confidential Information of the disclosing party;
- e. was expressly marked or described in text form by the disclosing party as not confidential; or
- f. the receiving party was obliged to disclose the information by virtue of judicial order or regulatory action.

4. The obligations under this Section X shall apply for the duration of the contract or its performance and for a period of five years thereafter.

XI. Court of jurisdiction and place of performance

1. 74821 Mosbach/Germany is the court of jurisdiction for all disputes arising out of or in connection with the contractual relationship and other business relationships between the customer and MOSCA.
2. Unless stipulated to the contrary in the order confirmation, place of performance and supplementary performance for all obligations arising from the business relationship is 74834 Elztal-Muckental for MOSCA strapping materials and 69429 Waldbrunn/Germany for all other MOSCA goods and services.

XII. Trade Compliance, Export Control and Sanctions

1. The customer warrants and agrees not to export or re-export contract goods or any part thereof (including without limitation, associated technical data or software, if any), whether directly or indirectly to:
 - a. any country subject to embargoes, sanctions and/or any other applicable export restrictions regarding the contract goods to be delivered; or
 - b. any national, owner or controlling shareholder of a customer of any such country, wherever located, against which embargoes, (financial) sanctions ("asset freeze"), a comprehensive transaction ban and/or any other applicable export restrictions have been imposed or who intends to send the contract goods or any part thereof back to such country;
 - c. any person or entity who the customer knows or has reason to believe will utilize the contract goods or any part thereof in the design, development, or production of nuclear, chemical, or biological weapons; or
 - d. any person or entity who has been prohibited from participating in import and/or export transactions by any government.
2. The customer warrants and represents that it will:
 - a. not export or re-export any contract goods or any part thereof (including without limitation, associated technical data or software, if any) that is identified as an export-controlled item, whether directly or indirectly, without first obtaining all licenses and other approvals required for such export under applicable laws. This includes the release of any contract goods or any part thereof that is identified as an export-controlled item (and associated technical data or software, if any) to a foreign national from a restricted country;
 - b. comply with all conditions attached to any export privilege relating to the contract goods or any part thereof that it has been granted by relevant authorities, if applicable; and
 - c. it will comply with trade compliance laws and regulations applicable to the contract goods or any part thereof.

XIII. Discontinue Goods and Services

MOSCA shall have the right to discontinue any goods and services at any time in the future, and MOSCA shall endeavour to provide reasonable information to the customer affected by the goods and services to be discontinued.

XIV. Personal Data

The customer hereby confirms that it has the authority to provide personal data, which are necessary to and in connection with the business transaction, to MOSCA, and consent to such personal data to be processed in accordance with MOSCA's Privacy Terms (<https://www.mosca.com/en-en/company/meta/legal-notice/privacy-terms/>). In addition, the customer agrees to process personal data from MOSCA in compliance with applicable data protection laws, which include without limitation, the EU General Data Protection Regulation (GDPR/DSGVO), the Bundesdatenschutzgesetz (BDSG) and Telekommunikation-Telemedien-Datenschutz-Gesetz (TDSSG).

XV. Force Majeure

1. A force majeure event refers to any event beyond a party's reasonable control, which by its nature could not have been foreseen or was unavoidable, including without limitation the following:
 - a. acts of God, natural disasters or extreme weather conditions, such as earthquake and storms;
 - b. hostilities, invasion, extensive military mobilisation, act of foreign enemies, armed conflict, state of war or civil war (declared or undeclared);
 - c. riot, rebellion, revolution, military or usurped power, insurrection, sabotage, piracy, terrorism or civil commotion;
 - d. fire, flood, explosion, destructions, or accidents (howsoever caused);
 - e. plagues, epidemics, pandemics or similar events;
 - f. general shortage of raw materials or inability to obtain equipment or materials;
 - g. restrictions in access to or failure of energy sources or transport network;
 - h. trade or currency restrictions, law-making or governmental decisions, interventions, embargos, sanctions, export and import restrictions on shipping or delivery;
 - i. strikes, lockouts, boycott, go-slow or labor disputes of any kind (whether relating to its own employees or others);
 - j. any production failure beyond reasonable control (e.g. destruction or prolonged breakdown of transport, telecommunication, information system, equipment or facilities);
 - k. delay or default of suppliers or subcontractors of MOSCA (e.g. inability or refusal by suppliers or subcontractors to provide MOSCA parts, services, manuals, or other information necessary to the contract goods to be provided by MOSCA); and
 - l. relocation or closure of business activities that would prevent the obligation to deliver.
2. Neither MOSCA nor the customer will be liable for failure to perform their respective contractual obligations, or if performance is delayed or rendered impracticable or impossible due to any force majeure event.
3. Under no circumstances shall any force majeure event be an excuse to delay or cease payment.

XVI. Intellectual Property

1. Contract goods and services, and any part thereof, such as processes, softwares, methods of manufacturing, etc, are protected by intellectual property rights owned by or licensed to MOSCA.
2. The supply of the contract goods and/or services by MOSCA to the customer is not intended to and shall not confer any right or license, expressly or by implication, estoppel or otherwise, upon the customer or any third party to duplicate, reproduce, analyse, exploit or in any way utilise any intellectual property rights of MOSCA subsisting in or relating to the contract goods and/or services for any purpose other than for the purpose(s) as mutually agreed in writing between MOSCA and the customer.
3. The customer does not have the right to, and shall not permit anyone to, extract, decompile, disassemble, and/or reverse-engineer MOSCA's intellectual property, such as patented or non-

patented inventions, trade secrets, secret processes or other confidential information subsisting in and/or contained in the contract goods and services, without the prior written consent of the management of MOSCA.

4. Where the contract goods and/or services to be supplied by MOSCA require or involve the use of customer's intellectual property, the customer grants MOSCA and its agents a limited, non-exclusive, royalty-free, revocable license to use such intellectual property to the extent necessary for MOSCA and its agents to supply the contract goods and/or services to the customer.