

General Terms and Conditions of Sale of Hoffmann + Krippner GmbH

Version: July 2014

§ 1 Scope of application

- (1) Our General Terms and Conditions of Sale shall apply exclusively to both existing and future business relationships; any other terms and conditions of the Purchaser that are contrary to or deviate from our General Terms and Conditions of Sale shall not be recognised by us, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we make any delivery to the Purchaser without reservation whilst being aware of any other terms and conditions of the Purchaser that are contrary to or deviate from our General Terms and Conditions of Sale.
- (2) Verbal agreements either prior to or upon conclusion of the contract shall require our written confirmation in order to take effect.
- (3) Our Terms and Conditions of Sale shall apply exclusively to companies (legal entities under public law and special assets under public law). If the partner is not a business owner, then the various statutory provisions in place shall apply instead.
- (4) Our Terms and Conditions of Sale shall also apply to all future transactions with the Purchaser, even if they are not explicitly included once again.
- (5) For contracts in the form of pre-existing continuing obligations, these General Terms and Conditions of Sale shall only apply from 1 March 2014. Our existing General Terms and Conditions of Sale shall continue to apply until that date, a copy of which can be sent immediately upon request or can be downloaded from our website at www.tastatur.de.

§ 3 Offer

- (1) Verbal subsidiary agreements or assurances which go beyond the scope of the written contract shall not be valid.
- (2) Information regarding delivery times is approximate and not binding, unless its binding nature was expressly assured.
- (3) Our offers are no obligation and estimates are not binding either.

§ 4 Prices – Payment terms – Offsetting

- (1) Unless the order confirmation stipulates otherwise, our prices are "ex works" excluding packaging; packaging, freight and other special services shall be billed on a time and material basis and invoiced separately.
- (2) Statutory VAT is not included in our prices; it is stated separately on the invoice at the statutory amount applicable on the date the invoice is generated. The calculation is based on the prices applicable on the date of delivery plus VAT; a calculation of VAT shall only be omitted in cases where the conditions are in place for export shipments to be exempted from such tax.
- (3) Unless otherwise stated in the order confirmation, the purchase price shall be payable within 30 days net (without deduction) of the invoice date. If the Purchaser is in default of payment, we shall be entitled to charge default interest at the rate of 9 percentage points above the base rate. If we are able to provide proof of a greater loss of interest, then we shall be entitled to assert any such additional interest. A flat rate of EUR 15.00 shall also be charged for the second dunning level.
- (4) The Purchaser shall only be entitled to offset amounts if its counterclaims have been legally established, are undisputed or acknowledged by us. In addition, it shall only be entitled to exercise a right of retention to the extent its counterclaim is based on the same contractual relationship.
- (5) The minimum order value for customer orders amounts to \geq at least EUR 400.00.
- (6) If our entitlement to payment is at risk as a consequence of subsequent circumstances which result in a significant deterioration of assets, such as non-compliance with the payment terms and/or default, we shall be entitled to make any claims arising from the business relationship due with immediate effect; the same shall also apply to extensions of payment or acceptance of bills of exchange or cheques. We may also require advance payment or security for all current

§ 2 General provisions

- (1) Legal relations between the Supplier and Purchaser in connection with the deliveries and/or services of the Supplier shall be governed solely by these "Green Terms and Conditions of Delivery" (GTCD). The General Terms and Conditions of Sale of the Purchaser shall only apply insofar as the Supplier has expressly agreed to them in writing. Mutually corresponding written declarations shall determine the scope of delivery.
- (2) Orders shall only become binding once our order confirmation has been sent and/or the orders in question have been executed.
- (3) The information and illustrations contained in brochures, flyers and data sheets are approximate values which comply with customary industry practice and are therefore not binding, unless they have been expressly designated by us as binding.
- (4) Our information shall not release the partner from checking suitability for the intended area of application. We reserve the right to make technical changes at any time without prior notice. Any liability in conjunction with technical advice shall be excluded.

transactions subject to the same conditions. The statutory provisions regarding payment remain unaffected.

- (7) Invoicing shall be in EUR. The EUR amount shall also apply in cases where foreign currency amounts are stated in the invoices along with the EUR amount. Foreign currency amounts received shall be credited at the EUR amount converted from the foreign currency amount.

§ 5 Delivery – Delivery delay

- (1) Agreed delivery dates are based on the departure of the goods "ex works" or from the dispatch office; they shall not commence prior to the fulfillment of existing collaboration obligations on the part of the Purchaser, including in particular the provision of documents to be supplied by the Purchaser and/or following receipt of the agreed payment.
- (2) In the event a delivery is delayed, the Purchaser may withdraw from the contract following the unsuccessful expiry of an appropriate period of grace; if we are unable to provide our service then the Purchaser shall be entitled to withdraw without specifying a period of grace. A delivery delay shall be deemed equivalent to impossibility if the delivery in question is not made within a reasonable period of time based on the item to be delivered. Any claims for compensation (including any consequential damages) shall be excluded without prejudice to para. 3 excluded; the same shall also apply to the reimbursement of expenses.
- (3) The liability exclusion provision governed under para. 2 shall not apply if any exclusion or restriction of liability is agreed in respect of injury to life, physical injury or damage to health which is due to intentional or negligent breach of duty by us or intentional or negligent breach of duty on the part of any legal representative or vicarious agent employed by us; nor shall it apply if any exclusion or limitation of liability is agreed for other forms of damage caused by any intentional or grossly negligent breach of duty on the part of any legal representative or vicarious agent employed by us. If we culpably infringe any essential contractual obligation or any cardinal obligation, liability shall not be excluded but shall be limited to typical foreseeable contractual damage. The aforementioned details shall apply accordingly to the reimbursement of expenses.
- (4) If any commercial fixed date transaction has been agreed, then the liability limitations arising from paras 2 and 3 shall not apply; the same applies if the Purchaser is in a position to claim that, as a consequence of the delay for which we are responsible, its interest in performance of the Contract ceases to apply.
- (5) We shall be entitled to postpone the delivery date accordingly or, if the fulfillment of the order is put into question or becomes impossible as a result of the following events stated below, wholly or partially withdraw from the contract without the Purchaser entitled to claim damages, if force majeure and other events beyond our control occur which could put into question the smooth execution of the order, including in particular delays in delivery by our suppliers, traffic disruption or operational breakdowns, labour disputes, material and energy shortages, measures taken by government authorities and import and export

restrictions. This shall also apply if the events stated above occur at a time during which we are in default.

- (6) We shall be entitled to insure the item to be delivered at the Purchaser's expense against theft, fire, water and other damage, unless the Purchaser has provided proof that suitable insurance coverage is in place already.

§ 6 Blanket orders – Total delivery orders – Consignments

- (1) For total orders where part deliveries are ordered on demand, the Purchaser undertakes in a binding manner to accept the entire volume of the blanket order.
- (2) The term of blanket orders/consignments shall be a maximum of 12 months combined with mandatory acceptance and a minimum order value of EUR 5,000.00 and minimum order value per call of EUR 1,000.00. If the standard term for blanket orders of a maximum of 12 months is exceeded, then we shall reserve the right to adjust prices based on currency or raw material price fluctuations. If the minimum call value has to be fallen short of, then a minimum quantity surcharge of EUR 80.00 shall be charged for each call.
- (3) If the Purchaser fails to fulfil its obligations, then payment shall become due in full with immediate effect at the end of the 12-month period for any remaining volumes to be delivered, irrespective of the number of partial deliveries that have actually been accepted by the Purchaser up until this point. The payment in question shall be due within the framework of the agreed payment terms.
- (4) If, at the end of the agreed term, the remaining volume of ordered products has not yet been fully manufactured by H+K, but has instead been prefabricated, then H+K shall be entitled to invoice the Client for the value of the prefabricated stock and deliver the stock in question where necessary, or continue to store the stock in readiness for the deliveries of the final products being accepted at a later date.
- (5) If, following consultation, a term extension is agreed for the remaining volume, then H+K shall be entitled to charge interest totalling 5% of the agreed purchase price for the remaining volume storage and charging of interest on the prefabricated components.
- (6) Orders that are processed by way of consignments ("CONSI") must be accepted within the agreed term (typically 12 months for blanket orders). The removal from the CONSI warehouse and payment for these CONSI stocks must be carried out no later than six months after delivery. A consignment inventory shall then be reconciled with the customer once a year.

§ 7 Dispatch – Packaging – Transfer of risk

- (1) Goods shall be dispatched at the expense and risk of the Purchaser from a place to be determined by us. We shall accept no liability for the cheapest dispatch option.
- (2) Delivered goods, even those with minor defects, shall be accepted by the Purchaser without prejudice to its rights under the following provisions. Partial deliveries shall also be permitted provided they are reasonable for the Purchaser.
- (3) Transport insurance shall only be taken out upon instruction by and at the expense of the Purchaser.

- (4) The Purchaser shall be responsible for the disposal of packaging materials according to the German Packaging Ordinance. Empty packaging returned by the Purchaser shall be accepted by us free of charge. There shall be no refund given for any empty packaging returned. Returned packaging must be delivered free of charge.
- (5) The risk shall transfer to the Purchaser upon handover of the goods to the forwarder or the carrier and/or no later than the goods leaving the factory or warehouse; this shall also apply even if H+K has accepted the delivery.

§ 8 inspection for defects – Warranty

- (1) The warranty rights of the Purchaser assume the latter has properly fulfilled its obligation according to § 377 of the German Commercial Code (HGB) to carry out inspections and submit complaints.
- (2) If we are responsible for a defect present in the purchased goods, we shall be entitled to remedy the defect by repairing the defect or delivering a defect-free product at our discretion. This applies on the basis that the defect in question is a significant one. Should one of or both forms of remedy prove impossible or disproportionate, we shall be entitled to refuse it. We may refuse to effect a remedy for as long as the Purchaser fails to meet its payment obligations towards us to an extent equating to the defect-free portion of the service. In the event that defects are remedied, we shall be obliged to bear any costs associated with remedying the defect, especially the costs for transportation, labour and materials as far as these are not increased based on the fact that the object of sale was transferred to another place other than the place of performance.
- (3) If we are not willing or are unable to remedy defects, especially as a result of culpable delays, refusals or failure by both parties, then the Purchaser shall be entitled at its discretion to withdraw from the contract or demand an appropriate reduction of the purchase price.
- (4) Notifications of defects by the Purchaser must be submitted in writing immediately.
- (5) Warranty claims shall be limited to an amount of EUR 1 million within the framework of insurance coverage for product liability risks for personal injury, damage to property and any resulting additional damages caused by the various products manufactured or supplied by us.
- (6) Unless otherwise stated below, any further claims by the Purchaser, irrespective of the legal grounds for doing, shall be excluded. We shall not therefore be liable for damages that have not arisen from the item to be delivered itself; we shall not in particular be liable for damages attributable to incorrect installation by a third party, or for lost profits or financial losses incurred by the Purchaser; this also includes claims that are not attributable to the defective nature of the item to be delivered.
- (7) The aforementioned provisions shall also apply to delivery of another item or a lower volume of items.
- (8) The liability exclusion provision governed under para. 2 shall not apply if any exclusion or restriction of liability is agreed in respect of injury to life, physical injury or damage to health which is due to intentional or negligent breach of duty by us or intentional or negligent breach of duty on the part of any legal representative or vicarious agent employed by us; nor shall it apply if any exclusion or limitation of liability is agreed

for other forms of damage caused by any intentional or grossly negligent breach of duty on the part of any legal representative or vicarious agent employed by us. If we culpably infringe any essential contractual obligation or any cardinal obligation, liability shall not be excluded but shall be limited to typical foreseeable contractual damage. In all other cases it shall be excluded in accordance with paragraph 4. The liability exclusion provision shall not apply either in cases in which there is liability for personal injury or material damage to privately used items according to the Product Liability Act in the event of defects to the item to be delivered. It shall not apply either upon assumption of a guarantee or assurance of characteristic if a defect covered thereby activates our liability. The aforementioned details shall apply according to the reimbursement of expenses.

- (9) We shall assume no liability for damages resulting from the following reasons: unsuitable or improper use, incorrect installation by the Purchaser or third party, natural wear and tear, incorrect or negligent handling, unsuitable equipment, replacement materials, chemical, electronic or electrical influences (unless we are responsible for said influences) and improper modifications or repairs carried out by the Purchaser or third party without prior approval to do so.
- (10) Claims for defects shall not be valid either in the event of minor deviations from the agreed quality, slight impairment of serviceability or non-reproducible software errors.
- (11) Claims for remedy, damages and replacement shall expire after the statutory time limits. Any claims for price reduction and the exercising of withdrawal rights shall be excluded unless the claim for remedy is time-barred. However, in cases such as those stipulated in Clause 2, the Purchaser may refuse to pay the purchase price to the extent it would be entitled to on the basis of withdrawing from the contract or demanding a reduction in price; we shall be entitled to withdraw from the contract in the event of withdrawal exclusion and subsequent refusal to pay.
- (12) Claims arising from manufacturer redress remain unaffected by this Section.
- (13) Templates are understood to be functional samples or prototypes for initial samples.

§ 9 Liability for collateral obligations

If, through any fault on our part, the item supplied cannot be used as stated under the terms of the Contract or if damage occurs as a consequence of omitted or faulty implementation of suggestions and consultations prior to and subsequent to conclusion of the Contract, including other contractual collateral obligations to the exclusion of further claims on the part of the Purchaser, then the provisions of § 7 and 9 shall apply accordingly.

§ 10 Withdrawal by the Purchaser and other liabilities on our part

- (1) The following provisions shall apply in the event of breaches of duty over and above liability for defect and shall neither exclude nor limit statutory right of withdrawal. Similarly, lawful or contractual claims due to us shall be neither excluded nor limited.
- (2) The Purchaser may withdraw from the Contract if the overall performance is definitively impractical, the same applying to

incapacity. The Purchaser may also withdraw from the entire Contract if, in the event of an order for similar items, implementation of part of the delivery is impossible in terms of numerical quantity due to our representation obligation and if it has no interest in partial delivery; if this is not the case, the Purchaser may abate the consideration accordingly; the right of withdrawal shall not apply in the case of immaterial breach of duty.

- (3) Should there be any delay in performance, and provided the Purchaser grants us an appropriate period to complete performance following justification of the delay, and should the said period fail to be observed, the Purchaser shall be entitled to withdraw. In the event of partial delay in performance, para. 1 sentence 2 shall apply accordingly. If, prior to delivery, the Purchaser requires in any aspect alternative execution of the item to be delivered, the delivery period shall be interrupted until the date of agreement regarding execution and, if necessary, extended by the time necessary for alternative execution.
- (4) Withdrawal shall be excluded if the Purchaser is solely or to a large extent predominantly responsible for the circumstance entitling it to withdrawal, or if the circumstance for which we are responsible occurs at the point in time of default in acceptance on the part of the Purchaser. In the event of impracticality, we shall retain in the above cases our claim to consideration as defined in § 326 para. 2 of the German Civil Code (BGB).
- (5) Further claims on the part of the Purchaser, irrespective of legal grounds (in particular claims arising from default at the point of conclusion of the Contract, infringement of main and ancillary contractual obligations, reimbursement of expenses, impermissible act and any other tortious liability) shall be excluded; this applies in particular to damage not occurring to the purchased item itself including compensation claims for lost profit; also included are claims which do not result from the defective nature of the purchased item. This shall not apply if the cause of damage is due to intent or gross negligence on our part, our legal representatives or vicarious agents, nor shall this apply if the damage arises from culpable injury to life, physical injury or damage to health. To a similarly lesser degree, liability in the event of assumption of a guarantee shall be excluded if an obligation infringement covered thereby activates our liability. If we culpably infringe any essential contractual obligation or any "cardinal" obligation, liability shall not be excluded but shall be limited to typical foreseeable contractual damage.

§ 11 Ownership of means of production – Industrial property rights

- (1) All manufacturing equipment, including in particular the operating materials used by us for the manufacture of the product to which the contract relates, shall remain our property even if they and/or their development are calculated separately, and shall not be delivered to the Purchaser or third parties. One-off costs, such as those associated with the creation of manufacturing equipment, shall in principle be understood to be proportionate. The

proportionate costs shall not include any structural and intellectual performance and/or development work.

- (2) Intellectual and/or industrial property rights of the Purchaser shall remain unaffected by this provision.
- (3) We undertake not to pass on such manufacturing equipment to any third party in future or process orders submitted by third parties based on this manufacturing equipment to the extent that they would breach the intellectual and/or industrial property rights of the original Purchaser.
- (4) The Purchaser shall be solely liable if any rights, including in particular the intellectual property rights of third parties, are breached as a result of its order being executed. The Purchaser shall indemnify us against all claims made by third parties in the event of such a breach of rights.
- (5) If, during the period of manufacture of samples or manufacturing equipment, the Purchaser abandons or terminates such collaboration, then it shall be liable for any manufacturing costs incurred to date.
- (6) We shall keep the manufacturing equipment, such as punching tools, free of charge for a period of three years after the final delivery to the Purchaser. Once this date has passed, we shall then send a written request to the Purchaser to comment on the further use of the equipment within 6 weeks. Our obligation to keep the equipment shall expire if no such statement has been received or no new order has been placed within this six week period.

§ 12 Exports – Export control

- (1) The Purchaser undertakes to comply with and observe all national, European and international export regulations and export control provisions when exporting the various products purchased from us.
- (2) The Purchaser undertakes to provide all information and documents which are required for exporting, transferring and importing, and so do so at its own expense. The refusal to issue an export licence shall not entitle the Purchaser to withdraw from the contract or to claim damages.
- (3) The Purchaser shall release us from any liability in this respect.

§ 13 Retention of title

- (1) We shall retain ownership of the purchased item until all payments arising from the supply contract have been received. If the Purchaser is in breach of the contract, especially in case of default, then we shall be entitled to take the purchased item back; the Purchaser hereby gives its advance consent to this recovery in such cases. The taking back of the purchased item by us shall not constitute withdrawal from the contract unless we have expressly declared so in writing. Our entitlement to assert retention of title in case of default or risk of such default and the seizure of the item to be delivered shall constitute a withdrawal from the contract. All costs incurred by us in attempting to recover the items shall be borne by the Purchaser. Once the purchased items have been recovered, we shall be entitled to sell them, and the proceeds from any such sale shall then be deducted from the amounts owed by the Purchaser, minus any reasonable costs.

- (2) The Purchaser undertakes to handle the purchased items with care; it shall in particular undertake to appropriately insure the goods at its own expense against fire, water and theft at replacement value. If any maintenance and inspection work is necessary, the Purchaser must carry this out at its own expense.
- (3) The Purchaser may not pledge or transfer by way of security or assign the item to be delivered and the receivables replacing it. In the event of seizures and other interventions by third parties, the Purchaser shall notify us without delay so that we can initiate proceedings in accordance with § 771 of the German Code of Civil Procedure (ZPO). If the third party is unable to cover the common judicial and extrajudicial costs of proceedings in accordance with § 771 of the German Code of Civil Procedure (ZPO) and to reimburse us, then the Purchaser shall be liable for any losses that we incur.
- (4) The Purchaser shall be entitled to resell, process or mix up the purchased items during the ordinary course of business; however it must assign to us all claims arising from such reselling, processing, mixing, or arising from other legal reasons, in the amount of the final invoice amount agreed with us (including VAT). We shall hereby accept this assignment. The Purchaser shall remain authorised to collect the debt after such assignment. Our authority to collect the debt ourselves shall remain unaffected. However, we undertake not to collect the debt provided the Purchaser meets its payment obligations from the collected proceeds, is not in default of payment and there is in particular no application filed for the opening of insolvency proceedings or payments suspended. If, however, this is the case, we shall be entitled to demand that the Purchaser informs us of the various claims assigned and the debtors in question, provide all information necessary for collection purposes, hand over the relevant documents and notify the debtors (third parties) of such assignment. The authority to collect may be revoked by us in the event the Purchaser is in breach of contract (including in particular default).
- (5) The processing or transformation of the purchased items by the customer shall always be carried out on our behalf. If the purchased items are processed with other items not belonging to us, then we shall acquire co-ownership of the new item in proportion to the value of the purchased items with the other processed items at the time of processing. The same shall apply to any items derived from such processing as for any purchased items delivered under retention of title.
- (6) If the purchased items are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the purchased items with the other processed items at the time of mixing. If the items are mixed in such a way that the Purchaser's item is deemed to be the main item, then it is agreed that the Purchaser shall transfer proportional co-ownership to us. The Purchaser shall keep the resulting sole ownership or co-ownership for us.
- (7) Should the purchased items be adjoined to a plot of land, the Purchaser shall also transfer any claim against it for the purposes of securing our claim that may arise with respect to a third party.
- (8) We undertake to release the securities due to us at the request of the Purchaser insofar as the realizable value of our

securities exceeds the secured claims by more than 30%; we shall be responsible for choosing the securities to be released.

- (9) In order to execute our retention of title, we may require the Purchaser to remove the parts supplied by us and subsequently provide them to us at its own expense. Likewise, we shall also be entitled to remove the parts ourselves at the expense of the Purchaser.

§ 14 Place of jurisdiction – Place of performance

- (1) Unless otherwise specified in the order confirmation, the location of our registered office shall be the place of performance.
- (2) If the Purchaser is a merchant/entrepreneur, then the location of our registered office shall be the place of jurisdiction; we shall however be entitled to assert our claims in other permitted places of jurisdiction.
- (3) The non-standardised law of the Federal Republic of Germany (German Civil Code (BGB), German Commercial Code (HGB)) shall apply to all claims and rights arising out of this Contract. The United Nations Convention for the International Sale of Goods (CISG) is thus explicitly excluded.
- (4) If any provision is or becomes wholly or partially invalid or void, then the remaining provisions shall remain unaffected. The Contracting Parties undertake to agree to a provision which largely achieves the meaning and purpose of the ineffective or invalid provision in a financial sense.

We shall also agree on the extended retention of title from the supplementary clause: Extended retention of title for "General Terms of Delivery for Products and Services of the Electrical Industry" (ZVEI supplementary clause as of June 2011) as follows:

- (1) The delivery items (goods subject to retention of title) shall remain the property of the Supplier until full settlement of all claims against the Purchaser arising from the business relationship. If the value of all security interests of the Purchaser exceeds the value of all secured claims by more than 20%, then the Supplier shall release a corresponding part of the security interests at the Purchaser's request; the Supplier shall have the right to choose between various security interests for release.
- (2) For the duration of the retention of title, the Purchaser may not pledge the goods subject to retention of title or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment.
- (3) If the Purchaser resells the goods subject to retention of title, the Purchaser shall relinquish forthwith to the Supplier any future claims from the resale to its customers, together with all accessory rights - including any payment balance requests - without the requirement to issue any further declarations. If the goods subject to retention of title are resold together with other items without having agreed an individual price for them, then the Purchaser shall assign the part of the overall price demands which corresponds to the price of the goods subject to retention of title stated in our invoice.

- (4) a. The Purchaser shall be entitled to process the goods subject to retention of title, or to mix or merge them with other items. Such processing shall be carried out on behalf of the Supplier. The Buyer shall store the new items produced for the Supplier with the diligence of a prudent businessman. The new items shall then be regarded as goods subject to retention of title.
- b. For new items combined or mixed with other items not belonging to the Supplier, the Supplier and Purchaser both agree that the Supplier shall acquire co-ownership of the new item in proportion to the value of the merged or mixed goods subject to retention of title items with the other items at the time of merging or mixing. The new items shall then be regarded as goods subject to retention of title.
- c. The rules on the assignment of claims pursuant to No. 3 shall also apply to the new items. However, the assignment shall only be valid up to the amount equal to the value of the processed, combined or mixed goods subject to retention of title invoiced by the Supplier.
- d. If the Buyer combines the goods subject to retention of title with property or mobile objects, it shall assign to us, without requiring any special further explanation, its claims which it is entitled to as compensation for the combination with all ancillary rights for safety purposes in proportion to the value of the combined goods subject to retention of title with the other combined goods at the time of combination.
- (5) The Purchaser shall be authorised to collect assigned claims arising from the resale until such authorisation is revoked. Where good cause exists to do so, in particular in the event of default in payment, stoppage of payment, the commencement of insolvency proceedings, bill protest or comparable circumstances suggesting the Purchaser's overindebtedness or impending inability to pay, the Supplier shall be entitled to revoke the authority of the Purchaser to collect claims. The Supplier may in this situation, after giving prior warning of impending disclosure and complying with a reasonable period of notice, disclose the security assignment, realise the assigned claims and demand that the Purchaser disclose the assignment to the customer.
- (6) In the event that a third party asserts rights by attaching, seizing, encumbering or otherwise encroaching on the goods subject to retention of title, the Purchaser must inform the Supplier without delay. In the case of substantiation of a justified interest, the Purchaser must immediately provide the Supplier with all the information necessary to pursue its claim against the customer, and hand out the necessary documents.
- (7) If the Purchaser is in breach of its obligations, in particular if it is in default of payment, then the Supplier shall be entitled, in addition to taking back the goods, to withdraw from the contract, if the Buyer has failed to cure the breach within the reasonable time period specified by the Contractor; this shall be without prejudice to the legal provisions stipulating that no deadline needs to be fixed. The Purchaser shall be obligated to surrender the goods. Taking back, asserting the retention of title or pledging of the reserved goods by the Supplier shall not be deemed as constituting a withdrawal from the contract unless the Supplier has expressly stated that it is to be understood as a withdrawal.

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We have also agreed on the software clause for the provision of standard software as part of supplies. For all products with integrated software, we would also like to refer to the software clause according to ZVEI, version April 2012, as a supplement and amendment to the "General Terms of Delivery for Products and Services of the Electrical Industry" (GL), which can be found on our website in a separate document.