

Terms and conditions of sale and delivery of HARTING Applied Technologies GmbH (the “terms and conditions of delivery”)

1 Scope

- (1) These terms and conditions of delivery shall only apply to companies in accordance with Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (“customers”).
- (2) All deliveries and services (“services”) provided by HARTING to the customer are subject exclusively to these terms and conditions of delivery. General terms and conditions of business of the customer shall only apply insofar as HARTING has expressly agreed to them in writing.

2 HARTING’s performance obligation

- (1) HARTING only has a binding obligation to perform after it has given express confirmation in text form and only under the relevant conditions stated therein.
- (2) If the offer to conclude a contract is made by HARTING, HARTING shall be bound by the conditions stated therein for a period of six weeks.
- (3) HARTING reserves the unrestricted right of use and exploitation of the contents of quotations, proposed solutions, drawings and other documents (“documents”) under property and copyright law. The documents may only be made accessible to third parties with the prior consent of HARTING and must be returned immediately on request if the order is not placed with HARTING. The customer is not permitted to reverse-engineer or decompile the services or the documents. Sentences 1 and 2 apply mutatis mutandis to the customer’s documents; however, these may be made accessible to third parties to whom HARTING has transferred or will transfer services and who have been obliged to maintain secrecy.

3 Terms and conditions of delivery

- (1) Unless otherwise agreed, all prices are ex works in accordance with Incoterms 2010 plus statutory VAT at the applicable rate, excluding packaging but including loading at the HARTING factory. Transport, unloading and installation of the system or parts thereof at the place of use, dismantling and assembly are charged on a time and materials basis.
- (2) Unless otherwise agreed, risk shall be transferred when the subject of the contract is made available for dispatch and notification of its readiness for dispatch is given.

4 Deadlines, delays and force majeure

- (1) A purchase to be performed at a fixed point in time is only deemed to exist if the customer references the need for such a fixed delivery date on their purchase order and HARTING expressly confirms this.
- (2) Meeting deadlines for services requires the customer to have complied with the agreed terms of payment and their other obligations. If these conditions are not fulfilled in time, the deadlines shall be extended accordingly.
- (3) The customer may only withdraw from the contract within the framework of the statutory provisions if HARTING is responsible for the delay in delivery. The above provisions do not shift the burden of proof to the customer’s detriment.
- (4) If dispatch or delivery is delayed at the customer’s request by more than one week after notification of readiness for dispatch, the customer may be charged storage costs of 0.5 per cent, but not more than a total of 5 per cent, of the price of the items of the supplies for each additional week or part-week. The contracting parties are entitled to provide evidence of higher or lower storage costs.
- (5) The customer will be invoiced for all expenses arising from postponements of deadlines for which HARTING is not responsible. This applies to lost expenses for capacities already planned as well as to the deadlines for potential preliminary or final acceptance being postponed. In the event of lost expenditure for capacities already planned, however, HARTING must arrange to offset any amounts that HARTING acquires or wilfully neglects to acquire based on the capacities freed up.
- (6) If performance is delayed due to force majeure, and if it is not possible to adjust the contract or if it is unreasonable to expect a party to do so, the disadvantaged party may withdraw from the contract.

5. Obligations to cooperate

- (1) The customer is obliged to make all documents, samples, plans and approvals necessary for the fulfilment of the respective order available to HARTING on request without delay, free of charge and carriage paid. In the event of doubt, any information requested by HARTING shall be deemed necessary. If these obligations are not met in good time, HARTING shall be released from its obligation to

keep to any schedules and deadlines and the delivery period shall be extended accordingly.

- (2) The aforementioned extension of the deadline in accordance with clause 5 (1) shall include not only the duration of the delay caused by the failure to submit documents, samples and plans or to submit them on time but also any postponement affecting operational resources.
- (3) The preliminary and test materials required for the preliminary and final acceptance must be made available to HARTING immediately upon request, free of charge and carriage paid, at least four weeks before the preliminary or final acceptance date, in sufficient quantity and in all intended formats. Should this not be the case, HARTING shall be released from its obligation to keep to the planned schedule and the delivery time shall be extended accordingly. Any additional costs that arise, for example as a result of delays that have occurred or the need for HARTING to obtain its own preliminary and test materials, will be charged to the customer.
- (4) All changes to the product formats or properties by the customer must be approved by HARTING before use in order to ensure that the system runs properly. In the interest of operational safety and efficiency, this also applies to services already accepted.

6 Change request

- (1) If HARTING recognises that amendments or additions to the contract are required in order to enable the purpose of the contract to be achieved, either at all or in the best possible way, or if circumstances make it difficult or impossible for HARTING to fulfil its contractual obligations, HARTING will notify the customer of this immediately and will inform them of the extent to which an amendment process is reasonable and technically feasible.
- (2) If the customer wishes to adapt the services required under this contract in line with changes in requirements and circumstances, in particular to change or extend the services, HARTING will examine this request for change and inform the customer of the extent to which a change procedure is technically feasible and reasonable for HARTING. If it is reasonable and technically feasible, HARTING will submit a quotation for implementation, describing the requirements and the scope of the adjustments. If HARTING determines, during its review, that the outstanding adjustments cannot be made without contradicting the information provided on the time required or costs incurred or the technical specifications, the product specifications must be amended. In this case, the implementation quotation will contain information on the new technical specifications, the implementation period and the impact on the remuneration.
- (3) The customer shall accept or reject an implementation quotation from HARTING within five working days. Agreed changes in performance shall be documented and signed by both parties in a binding manner by means of a corresponding amendment to the quotation or production of a new quotation and amendment of the contract. This change request document must be signed by the authorised representatives in each case.
- (4) The contracting parties may agree that the services affected by the change request are to be discontinued until agreement on the change request has been reached. If the change request does not come about within the period for which the implementation quotation is deemed binding, the work will resume without any changes unless it has become impossible by this point.

7 System design

- (1) The design of the systems complies with the German VDE or EN204-1 and CE directives valid at the time of delivery and, with regard to mechanical protection devices, with the accident prevention regulations of the relevant trade association. In all other respects, the design is based on the technical information (e.g. component lists) provided by HARTING and the system description in the quotation.
- (2) The production, conversion and assembly of the services shall be carried out on the basis of the HARTING layout provided or approved by the customer, the installation conditions, functional descriptions, software settings and other performance and functional features required for the fulfilment of the order. Any changes to the services to be provided by HARTING agreed between the parties after the order has been placed will be invoiced to the customer on a time and materials basis. The customer must inform HARTING immediately of any changes to the initial/basic data and documents. HARTING is entitled to offer additional services on a supplementary basis, to have them confirmed and to invoice them.

- (3) Unless expressly agreed in writing, the scope of the services to be performed by HARTING does not include:
- Connections to third-party systems/components provided by the customer.
 - Supplying the necessary compressed air lines to the compressed air regulators/maintenance units and supplying power directly to the HARTING systems. The compressed air must be free of water, oil and dust.
 - Carrying out tradesmen's services in the customer's building that are required based on HARTING's planning drawing.
 - Taking account of a fire protection concept. All necessary fire protection measures within HARTING's scope of delivery or an emergency power supply must be agreed with HARTING. Agreements in this respect shall only be binding on HARTING if they have been documented in writing and signed by HARTING.

8 Assembly and assembly conditions

- Installation and commissioning must be carried out by qualified HARTING personnel. Assembly shall be carried out in accordance with HARTING's assembly conditions. Unless otherwise agreed, assembly and commissioning shall be invoiced on a time and materials basis in line with HARTING's cost rates valid at the time of assembly/commissioning.
- HARTING's costings assume the continuous performance of all work on working days and a daily working time of a maximum of ten hours as well as production support by HARTING employees to assist the customer's operating personnel after commissioning has been completed.
- The costings for assembly work do not include:
 - Providing the aids required for unloading, inward transport and assembly (e.g. crane, forklift, pallet truck, ladder, scaffolding, etc.);
 - Surcharges for work done on Sundays and public holidays;
 - Operator training on late or night shifts;
 - Additional production support;
 - Costs arising from interruptions in the assembly process, insofar as HARTING is not responsible for these, e.g. readiness for production of upstream or downstream equipment or a lack of production material in sufficient quantity or quality. In these cases, HARTING will charge for any waiting times or travel costs, including travel time and flight or travel costs, if it is not reasonable on financial or commercial grounds to expect HARTING employees to remain on the construction site.

9 Acceptance

- Final acceptance plus, if relevant, preliminary acceptance shall each be documented in a report, which shall include deadlines for remedying any defects and be signed by both parties. Final and preliminary acceptance and the corresponding payments can only be refused in the event of material defects.
- Preliminary acceptance serves to verify the customer's compliance with the contractually agreed requirements of the new machines/systems or conversions. Preliminary acceptance shall take place in HARTING's factory or in the factory of a company authorised by HARTING. Preliminary acceptance is subject to the following conditions:
 - The customer must provide HARTING with the test materials specified when the contract was signed in accordance with clause 5 (3).
 - In terms of their chemical and physical properties, the test materials used for the preliminary acceptance must match those that were intended/designated for use in the machine/system on commissioning when the contract was signed (original material). If this is not the case, and if changes to the design of the machine/system are required due to a deviation in the material intended for use in the machine/system compared with the original specification, the additional costs will be charged to the customer. This shall also apply in the event of deviations/modifications to the material intended for use in the period between preliminary and final acceptance. If delays occur

as a result of design changes, the delivery deadline shall be extended by a reasonable amount of time unless HARTING is responsible for the delay.

c. During preliminary acceptance, the test material has to be produced in all the formats ordered. If this is not the case for reasons for which HARTING is not responsible, the functional tests not yet performed will be carried out after the system has been delivered to the customer's premises and charged on a time and materials basis. If the functional tests using materials not made available in the HARTING factory at the time of preliminary acceptance result in the need for design changes, the costs arising from this will be charged separately to the customer as additional costs. If the customer does not make all formats available by the deadline for preliminary acceptance, preliminary acceptance shall nevertheless be deemed to have been carried out in full.

d. Preliminary acceptance does not necessarily indicate full performance capacity of the machine. In the event of restrictions, e.g. dependence on the upstream machine in the case of directly linked machines, only the function of the system itself will be illustrated.

- (3) Final acceptance shall take place at the contractually agreed place of installation at the customer's premises. The customer shall provide the contractually agreed test materials as well as any line components/equipment (e.g. free-issue parts) in working order. Otherwise, they will be charged for downtimes and any additional costs arising therefrom (e.g. personnel, travel and storage costs as well as rental costs, e.g. for a crane and/or forklift), unless HARTING is responsible for the delay. Final acceptance shall take place under the following conditions:

a. In terms of their chemical and physical properties, the test materials used for final acceptance must match those that were intended/designated for use in the machine/system on commissioning when the contract was signed and/or were used during preliminary acceptance (FAT). If this is not the case, and if changes to the design of the machine/system are required due to a deviation from the specification originally agreed and/or used at final acceptance (SAT), the additional costs will be charged to the customer. If delays occur as a result of design changes, the customer will be charged for the costs thus incurred.

b. The commissioning of the subject of the contract for the purposes of performing final acceptance shall be carried out by HARTING employees or by personnel trained by HARTING in accordance with a commissioning plan set out by HARTING. As part of a line installation of where several systems interact (product lines), the customer shall provide all materials in the contractually agreed formats so that final acceptance can take place without interruption. If final acceptance cannot be carried out by a certain deadline for reasons for which HARTING is not responsible, the customer will be charged for the costs thus incurred, in particular for repeated journeys and downtimes.

c. If it has been agreed that the subject of the contract will be commissioned by the customer's own personnel, the contractual object shall be deemed to have been accepted after assembly has been completed when HARTING reports that it is ready for commissioning.

d. Final acceptance shall be deemed to have been completed in full and the subject of the contract accepted in full no later than six weeks after delivery to the customer. This applies in particular if not all contractually agreed formats were made available by the customer by the deadline for final acceptance. Acceptance shall also be deemed to have been carried out if HARTING is not given the opportunity by the customer to carry out the relevant work within a planned rectification period in accordance with the acceptance report and list of defects.

e. In any case, final acceptance shall be deemed to have taken place when the customer has started production on the subject of the contract.

f. Final acceptance shall be carried out in accordance with DIN 8741, 8782, 8783, 8784. Times such as set-up, maintenance and servicing times shall be considered non-productive times. Acceptance begins with a flying start, i.e. the subject of the contract is run at the agreed performance level before acceptance starts and time measurement begins. In the event of unforeseeable disruptions,

such as power failure, component failure or the failure of devices, including those outside HARTING's scope of delivery, acceptance will be interrupted for the time required to rectify the situation. The costs arising from an interruption will be charged to the customer unless HARTING is responsible for the interruption. Interruptions shall be considered non-productive times within the meaning of DIN 8741, 8782, 8783, 8784 and shall be made up subsequently if required. The acceptance run is limited to the degree of efficiency of the subject of the contract as promised in the contract, with a total test run time of at most three hours for all agreed products/formats. Formats commissioned at a later date will be charged on a time and materials basis, irrespective of the contractually agreed performance, and will constitute a new order.

g. Degrees of efficiency of line equipment shall be set out in a separate agreement.

10 Retention of title

- (1) The objects of performance ("goods subject to retention of title") shall remain the property of HARTING until all HARTING's claims against the customer arising from the business relationship have been settled and must be permanently marked during as HARTING's property subject to retention of title. Insofar as the value of all security rights to which HARTING is entitled exceeds the amount of all secured claims by more than 10 per cent, HARTING will release a corresponding part of the security rights at the customer's request; HARTING is entitled to choose between different security rights when performing this release.
- (2) The customer shall be prohibited from pledging or assigning the goods by way of security for the duration of the retention of title, and resale shall only be permitted to resellers in the ordinary course of business and only on condition that the reseller receives payment from their own customer or stipulates that ownership not be transferred to the customer until the customer has fulfilled their payment obligations.
- (3) If the customer resells goods subject to retention of title, they shall hereby assign to HARTING by way of security their future claims arising from the resale against their customers with all ancillary rights – including any balance claims – without the need for any further specific declarations. HARTING shall accept this assignment even at this stage. The claim to release detailed in clause 10 (1) above shall apply *mutatis mutandis* in the event of excess security amounting to more than 10 per cent.
- (4) If the goods subject to retention of title are resold together with other objects without an individual price having been agreed for the goods subject to retention of title, the customer shall assign to HARTING the part of the total price claim that corresponds to the price of the goods subject to retention of title invoiced by HARTING. HARTING shall accept this assignment even at this stage.
- (5) HARTING and the customer already agree that, in the event of combination or mixing with other objects not owned by HARTING, HARTING shall in all cases be entitled to co-ownership of the new item in the amount of the share resulting from the ratio of the value of the combined or mixed goods subject to retention of title to the value of the remaining goods at the time of combination or mixing. In this respect, the new item shall be deemed to be goods subject to retention of title. The provision governing the assignment of claims in accordance with clause 10 (4) shall also apply to the new item. However, the assignment shall only apply up to the amount that corresponds to the value invoiced by HARTING of the goods subject to retention of title that were processed, combined or mixed. HARTING shall accept this assignment even at this stage.
- (6) If the customer combines the goods subject to retention of title with real estate or movable objects, they shall also assign to HARTING by way of security, without the need for any further specific declarations, their claim to which they are entitled as remuneration for this combination, together with all ancillary rights, in the amount of the ratio of the value of the combined goods subject to retention of title to the other combined goods at the time of combination. HARTING shall accept this assignment even at this stage.
- (7) The customer is entitled to collect assigned claims from the resale up until revocation. HARTING is entitled to revoke the customer's collection authorisation for good cause, in particular in the event of payment default, suspension of payments, the opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the customer. After issuing a warning and observing a reasonable period of notice, HARTING

can also disclose the assignment of the security, realise the assigned claims and demand that the customer disclose the assignment of the security to their own customers.

- (8) The customer must inform HARTING immediately in the event of seizures, confiscations or other disposals or interventions by third parties. If a justified interest is substantiated, the customer must immediately provide HARTING with the information required to assert its rights against the customer and hand over the necessary documents.
- (9) In the event of breaches of duty by the customer, particularly payment default, HARTING shall be entitled, after a reasonable deadline set for the customer to fulfil its obligations has passed without result, to withdraw from the contract as well as reclaiming the goods; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer shall be obliged to surrender the goods. The reclaiming or assertion of the retention of title or the seizure of the reserved goods by HARTING shall not constitute a withdrawal from the contract, unless HARTING has expressly declared this.

11 Terms of payment

- (1) Unless otherwise stated in the order confirmation, HARTING's claim is to be settled within 14 days net from the date of invoice without any deductions.
- (2) The customer shall only be entitled to a right of retention with regard to claims from the same contractual relationship that are undisputed or have been established with legal force. In the latter case, in the event of defects in parts of the delivery or service, they may only withhold payment of the remuneration up to an amount corresponding to the value of the defective delivery or service.

12 Software

- (1) Insofar as software including its documentation ("software") is part of the performance, the customer shall have the non-exclusive, non-time-limited right to use it in unchanged form in the scope of the agreed type of use on the equipment for which it is intended. If they are required for an intended use of the software including fault fixing, the following actions (Sections 69c No. 1 and 2 of the German Copyright Act (UrhG)) do not require the consent of the right holder, irrespective of the specific wording of the right of use: the complete or partial, permanent or temporary reproduction, in particular as part of the installation, loading, display or running of the software as well as any translation, processing, arrangement or other reworking of the software as well as reproduction of the results obtained.
- (2) In all other respects, the customer shall acquire the software as a workpiece within the meaning of copyright law, applying the principle of exhaustion.
- (3) If and insofar as open source software ("OSS") is provided to the customer and the copyright has not been exhausted when the workpiece is provided, the terms of use to which OSS is subject shall also apply and take precedence over the provisions of this clause. In this case, HARTING shall provide the customer with the source code on request, insofar as the terms of use of the OSS permit the source code to be released. HARTING shall refer to the existence and terms of use of third-party software and OSS in the contractual documents and shall make the terms of use available on request. If the customer violates these terms of use, HARTING and its licensor shall be entitled to assert the resulting claims and rights in their own name.
- (4) The customer shall take appropriate measures to protect the software and, if necessary, the data required for online access from access by unauthorised third parties. In particular, all copies of the contractual software and the access data must be kept in a safe and secure place. The customer shall take appropriate measures to protect against viruses and other destructive data.
- (5) If HARTING has reason to assume that the customer is not using the software in accordance with the contract, the customer shall permit a third party appointed by HARTING, who is professionally or contractually obliged to maintain confidentiality, to verify the lawful use of the contractual software. To this end, the customer shall provide the necessary information, grant access to relevant documents and records, and enable the third party to verify the hardware and software environment used. The third party shall ensure that the customer's business operations are disturbed as little as possible by its activities on site. If this inspection reveals that the number of licences acquired has been exceeded by more than 5 (five) per cent or that the licence is not being used in accordance with the contract in some other respect, the customer shall bear the costs of the inspection; otherwise HARTING shall bear the costs.

- (6) The provisions of clauses 14 and 15 shall apply in the event of software flaws.

13 Documentation

- (1) The machine documentation is drawn up in accordance with the applicable EU machinery directives (one copy in the respective EU language spoken at the contractually agreed destination).
- (2) Spare parts lists are only ever drawn up in German/English in the case of foreign-language documentation.
- (3) The customer will receive one copy of the electrotechnical hardware documentation in German on delivery. The machine control software shall be supplied on CD-ROM. The customer will receive the final hardware documentation within 14 days of the completion of commissioning. A hardcopy printout of the machine software can also be supplied on request.
- (4) The documentation for bought-in parts (motors, controls, etc.) will be supplied in German and/or English on data carriers.

14 Industrial property rights and copyrights, defects of title

- (1) All industrial property rights to the subject of the contract shall remain with HARTING and shall not be transferred to the customer. HARTING guarantees that the services performed by it will be provided exclusively in the country of the place of delivery without infringing any industrial property rights and copyrights of third parties ("property rights"). The warranty period corresponds to that for material defects in accordance with clause 15 (8).
- (2) Insofar as a third party makes justified claims against the customer within the period specified in clause 15 (8) on the grounds that services provided by HARTING and used in accordance with the contract infringe industrial property rights, HARTING shall provide the customer with supplementary performance as follows: At its own discretion and at its own expense, HARTING shall either obtain a right of use for the services in question, modify them so that they no longer infringe industrial property rights, or replace them.
- (3) If HARTING does not fulfil its abovementioned obligations of subsequent performance within two months of the customer making a claim, the customer shall be entitled to the statutory rights of withdrawal, termination and reduction.
- (4) HARTING's obligations as mentioned above only apply insofar as the customer informs HARTING immediately of the claims asserted by the third party and does not acknowledge an infringement and insofar as HARTING reserves the right to undertake all defence measures and settlement negotiations within the scope permitted by law.
- (5) If the customer ceases to use the goods delivered in order to mitigate damage or for other good reasons, they shall be obliged to point out to the third party that their cessation of use does not imply any acknowledgement of an infringement of property rights.
- (6) Claims by the customer are also excluded insofar as the infringement of property rights is caused by specific requirements imposed by the customer, by a purpose of use specified by the customer or by the fact that the service is modified by the customer or the service is used together with products not supplied by HARTING.
- (7) As part of their obligation to minimise damage, the customer is required to notify HARTING of the damage in good time to enable HARTING to examine the legal situation and exert effective influence on proceedings. In this respect, HARTING shall be entitled, against payment of the necessary costs, to require the customer to take legal action against the party claiming the infringement or, insofar as legally possible, to conduct the proceedings.
- (8) Unless regulated otherwise in this clause 14, and in the event of other defects of title that are not infringements of property rights, the provisions of clauses 15 and 16 below shall apply *mutatis mutandis*.
- (9) Any more extensive and/or different claims of the customer against HARTING and its vicarious agents other than those regulated in this clause 14 that relate to an infringement of property rights and the infringement of the rights of third parties are excluded.

15 Warranty

- (1) The services to be performed by HARTING shall be carried out carefully and professionally.
- (2) Notifications of defects in accordance with Section 377 of the German Commercial Code (HGB) must be made immediately in text form. In the event of justified complaints, HARTING shall, at its own discretion and free of charge, repair, replace or provide a new delivery of all parts or services with a material defect for which it is responsible. HARTING shall be given the opportunity to provide supplementary performance twice within a reasonable period of time. If

this supplementary performance fails, the customer shall be entitled to withdraw from the contract or reduce the level of remuneration paid, without prejudice to any claims for damages pursuant to clause 16 below.

- (3) The place of performance for any claims for subsequent performance shall be the originally agreed destination according to the order confirmation.
- (4) HARTING shall bear the necessary and reasonable costs incurred by the customer for subsequent performance at the relevant original place of delivery in accordance with the order confirmation.
- (5) No claims for reduction under the warranty can be asserted if deviations from the agreed quality or usability are only insignificant. HARTING shall only be liable for defects that occur under the contractually agreed operating conditions. HARTING shall not be liable for defects resulting from materials provided by the customer or from a design stipulated or specified in more detail by the customer.
- (6) Acceptance of the warranty for subjects of the contract shall be contingent on the assembly, test run and commissioning being performed by qualified HARTING personnel. HARTING cannot accept any warranty claims in the event of unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, flawed construction work, incorrect or negligent handling and improper maintenance, particularly not for defects resulting from maintenance work carried out by the customer or third parties during the warranty period and/or if original HARTING spare parts are not used. Warranty shall be excluded if parts are handled and/or stored improperly.
- (7) Insofar as HARTING provides CAD data, production plans and/or drawings (hereinafter referred to as "data") for use (irrespective of the type of use, transmission method and file format), the following warranty provisions shall apply:
 - a. The data made available shall serve exclusively to provide information about materials and dimensions to be used.
 - b. The provision of the data and these provisions on its use do not constitute any guarantees or assurances, particularly not with regard to any production processes. Neither does this give rise to any warranty claims.
- (8) Claims for subsequent performance under warranty shall lapse as follows:
 - a. For subjects of the contract: after 12 months, starting from the date of commissioning or, if no commissioning was agreed, from delivery, but no more than 15 months after notification of readiness for dispatch.
 - b. For conversions of existing machines/systems: after 12 months, starting from the date of commissioning, but no more than 14 months after notification of readiness for dispatch or notification of completion or completed conversion. In this respect, all parts that were not changed in any way as a result of the conversion are excluded from the warranty. This also applies to parts that have been removed and reinstalled as a result of the conversion. The system for which this conversion is offered shall be deemed to have already been placed on the market within the meaning of the Machinery Directive, currently 2006/42/EC. In their capacity as operator, therefore, the customer is responsible for complying with the relevant safety guidelines in accordance with the Use of Work Equipment Directive (2009/104/EC).
 - c. For spare parts: after 12 months, starting from the date of delivery.
- (9) The statutory provisions, in particular those concerning suspension of the limitation period and suspension and recommencement of time limits, shall remain unaffected.
- (10) In all other respects, the customer's claims for damages due to a material defect are regulated in clause 16 below. The above provisions apply *mutatis mutandis* to defects of title, subject to the provisions of clause 14.

16 Claims for damages

- (1) Unless provided for otherwise in these terms and conditions of delivery, the customer's claims for damages and reimbursement of expenses shall be excluded, irrespective of the legal basis, in particular due to breach of duties arising from the contractual obligation and from tort.
- (2) The provision in clause 16 (1) above shall not apply insofar as liability exists as follows:
 - a. in accordance with the German Product Liability Act (Produkthaftungsgesetz);
 - b. in the event of intent (malice);

- c. in the event of gross negligence on the part of HARTING, its legal representatives or its vicarious agents;
 - d. in the event of failure to comply with a warranty granted;
 - e. due to culpable injury to life, limb or health;
 - f. in the event of customer claims in accordance with Section 445a BGB;
 - g. due to the culpable violation of material contractual obligations. Material contractual obligations are those that must be fulfilled in order for the contract to be executed properly and that the customer routinely presumes and may presume will be complied with. This expressly includes the performance obligations.
- (3) Claims for damages for the violation of material contractual obligations by way of minor negligence shall be restricted to kind of damage that is to be expected and that is typical for the contract.
 - (4) This restriction in accordance with clauses 16 (1) and 16 (2) shall also apply insofar as, rather than asserting a claim for damages, the customer requests compensation for expenditure made in vain in lieu of performance.
 - (5) The above provisions do not shift the burden of proof to the user's detriment

17 Liability for CAD data, production plans and/or drawings

- (1) Insofar as HARTING provides CAD data, production plans and/or drawings (hereinafter referred to as "data") for use free of charge (irrespective of the transmission method and file format), the customer's claims for damages and reimbursement of expenses shall be excluded, irrespective of the legal basis, in particular due to breach of duties arising from the contractual obligation and from tort. This applies in particular to the accuracy, completeness, quality and reliability of the data and of the information contained therein and to results that can be achieved by using the data and information. The user should only make decisions on the use of the data provided by HARTING in consultation with HARTING.
- (2) The exclusion of liability in accordance with clause 17 (1) shall not apply if liability is mandatory:
 - a. in accordance with the German Product Liability Act;
 - b. in the event of intent (malice);
 - c. in the event of failure to comply with a warranty granted;
 - d. due to culpable injury to life, limb or health;

18 Reservation of performance

- (1) The customer shall strictly observe all relevant nationally or internationally applicable export regulations, obtain any necessary permits and provide in good time all information and documents required for export, transfer or import in the respective country of delivery. Delays due to export checks or approval procedures will invalidate agreed deadlines and delivery times. In this case, HARTING and the customer shall agree on reasonable new deadlines by mutual consent. If the necessary approvals are not granted within six calendar weeks of the delays commencing, the contract shall be deemed not to have been concluded with regard to the affected parts. The customer's claims for damages shall be excluded in this respect and as a result of the aforementioned failure to meet the deadline. On request, HARTING shall inform the customer who they can contact to obtain further information.
- (2) In the event of a culpable breach of clause 18 (1) by the customer, the customer shall indemnify HARTING on its first request from all claims and provide compensation for damages that HARTING's upstream supplier or licensor, third parties or state and/or international authorities or organisations assert against HARTING.
- (3) The fulfilment of the contract by HARTING is subject to the proviso that there are no impediments due to German, US or other applicable national, EU or international provisions of foreign trade law, embargoes or other sanctions.
- (4) All obligations on the part of HARTING are contingent on HARTING itself being properly supplied. A corresponding declaration by the upstream supplier shall be deemed sufficient proof that HARTING is unable to deliver through no fault of its own. HARTING also reserves the right to make allocations at its own discretion in the event of delivery problems affecting upstream suppliers.
- (5) HARTING will inform the customer immediately of this non-availability and will reimburse any remuneration paid without delay. The same applies if necessary export licences are not granted or cannot be used.

19 Choice of law, place of jurisdiction

- (1) If the customer is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the location of HARTING's registered office. However, HARTING shall also be entitled to take legal action at the location of the customer's registered office.
- (2) The contracts that have been or will be concluded incorporating these terms and conditions of delivery as well as their interpretation shall be subject to non-harmonised German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20 Binding nature of these terms and conditions of delivery

A contract concluded incorporating these terms and conditions of delivery shall remain binding in its remaining parts even if individual provisions of the contract or these terms and conditions of delivery are legally ineffective. This shall not apply if one of the parties would encounter an unreasonable hardship if it were to continue to uphold the contract.