

General Terms and Conditions of Helmholtz GmbH & Co. KG

represented by the personally liable partner Helmholtz Verwaltungs GmbH, which is represented by the managing directors Carsten Bokholt and Karsten Eichmüller. Hereinafter referred to as Helmholtz GmbH & Co. KG.

1. General information

For all orders, deliveries and services (hereinafter: Deliveries), even those in the future, the following General Terms and Conditions are agreed, unless explicitly agreed otherwise in a contract.

We hereby expressly object to any contradicting terms and conditions of contractual parties in the event of deviations, amendments, etc. The terms and conditions of contractual parties are excluded unless we have explicitly agreed to them in writing.

The following terms apply exclusively to orders from and Deliveries to an "entrepreneur" within the meaning of Section 310 (1) in conjunction with Section 14 BGB [German Civil Code] and not a "consumer" within the meaning of Section 13 BGB.

2. Terms of the contract, scope of Deliveries, partial deliveries

a) The scope of the delivery etc. depends on the order and/or order confirmation of Helmholtz GmbH & Co. KG.

b) Helmholtz GmbH & Co. KG reserves the unrestricted right to ownership and copyright exploitation rights with respect to cost estimates, drawings, wiring diagrams, samples, software source codes and other documentation. These documents may only be made accessible to third parties with the prior written consent of Helmholtz GmbH & Co. KG. All documents must be returned immediately upon request if the order is not placed with Helmholtz GmbH & Co. KG. Helmholtz GmbH & Co. KG is entitled to make accessible to third parties documents that have been provided to it.

c) Helmholtz GmbH & Co. KG is entitled to make partial deliveries insofar as this is reasonable for the customer. Helmholtz GmbH & Co. KG is not obligated to make any advance performance.

d) Helmholtz GmbH & Co. KG shall be at liberty to issue invoices for its services by mail or electronically by e-mail.

3. Delivery times, deadlines

a) Delivery times and deadlines are non-binding for Helmholtz GmbH & Co. KG, unless they were expressly agreed to be binding in a contract.

b) Any disruptions not attributable to Helmholtz GmbH & Co. KG in the company's own business operations or its upstream suppliers, in particular, strikes and lockouts as well as cases of force majeure based on an event which was unforeseeable or caused through nobody's fault will extend an agreed and/or owed delivery time accordingly. If, as a result, performance is impossible or significantly more difficult for Helmholtz GmbH & Co. KG, Helmholtz GmbH & Co. KG can completely or partially withdraw from the contract.

The customer is entitled to withdraw after a written reminder of the delivery and if Helmholtz GmbH & Co. KG does not deliver within a reasonable grace period to be set by the customer.

If delays are evident, Helmholtz GmbH & Co. KG undertakes to inform the contractual party as soon as possible.

Compliance with an expressly agreed delivery date requires the receipt of all documents, necessary permits, releases etc. to be provided by the contractual party as well as the timely clarification and approval of the plans and compliance with the agreed payment terms and other obligations on the part of the contractual party.

In cases where payments due from previous Deliveries or services have not been paid by the contractual party, Helmholtz GmbH & Co. KG is entitled to exercise its right of retention, even if a delivery time has been contractually agreed.

c) The delivery time for deliveries without setup or installation is considered adhered to when the ready-to-operate shipment has been dispatched or picked up within the agreed delivery or performance time; and for deliveries with assembly or installation, when they are assembled or installed within the agreed period.

d) If shipping or delivering the goods is delayed upon request or due to fault on the part of the contractual party or in the event of a default in acceptance, Helmholtz GmbH & Co. KG may claim, starting 14 days after providing ready-for-dispatch notification, a storage fee that is 0.5% of the invoice amount for each new month, but no more than 10% of the invoice amount, unless Helmholtz GmbH & Co. KG can prove higher costs.

4. Payment terms, ban on set-off, right of retention, cost estimates

a) Prices of Helmholtz GmbH & Co. KG are net prices ex works. All expenses for shipping ex works, packaging, transport insurance etc. are invoiced separately; the same applies to costs for setup and/or installation, e.g., travel costs. The value-added tax will be charged separately. Dunning costs of EUR 10.00 will be charged per reminder.

b) Any set-off by the contractual party is only permitted for undisputed claims or those that have been determined legally valid; the same applies for a right of retention.

c) Cost estimates are to be paid for.

5. Transfer of risk

Risk transfers to the customer – even for freight-free deliveries, replacement deliveries and rectification of defects – as soon as Helmholtz GmbH & Co. KG hands over the object to the shipping company, carrier, person in charge of carrying out the shipment or the person picking it up.

In the event of an agreed delivery with setup or installation, the risk transfers the day on which the contracting party takes delivery. Any agreed test run shall be conducted immediately after the installation and/or setup.

If the shipment, installation or setup and/or taking delivery or any test run is delayed due to reasons attributable to the contractual party or within its sphere of responsibility or if there is default of acceptance, the risk transfers to the contractual party with the beginning of the delay and/or default of acceptance caused by the contractual party.

If any shipments are returned by the customer to Helmholtz GmbH & Co. KG, the customer bears the risk until delivery is taken in the business premises of Helmholtz GmbH & Co. KG as well as the (freight) costs.

6. Retention of title

Helmholtz GmbH & Co. KG only delivers on the basis of the following retention of title. This also applies to all future Deliveries, even if Helmholtz GmbH & Co. KG did not explicitly reference this.

a) All Deliveries/services are carried out solely on the basis of retention of title. Delivered goods remain the property of Helmholtz GmbH & Co. KG until all claims owed it by the customer resulting from the mutual business relationship are fulfilled.

Before full payment, a pledging or transfer by way of security as well as resale are prohibited. The reseller is revocably allowed to conduct a resale within the ordinary course of business provided that the reseller is paid by its customer.

b) As long as the title has not yet been transferred to the customer, the customer shall handle the purchase item with care and carefully store it; in particular, the customer shall sufficiently insure the item at its own expense against theft, fire and water damage for its replacement value as new. If it is necessary to carry out maintenance and inspection work, the customer shall conduct such work in good time at its own expense. As long as the title has not yet been transferred, the customer shall immediately notify Helmholtz GmbH & Co. KG in writing if the title is in danger due to imminent or completed seizure, retention, compulsory enforcement measures and insolvency or if the title is subject to any other interventions by third parties etc. In the event of enforcement or insolvency, it must be immediately pointed out that this is the property of Helmholtz GmbH & Co. KG. The contractual party is liable for damage arising from any failure to act, as well as for any intervention costs. The costs incurred for averting a seizure are borne by the customer. If the third party is not able to reimburse the court and out-of-court costs of a legal action pursuant to Section 771 ZPO [German Code of Civil Procedure], the customer is liable for the loss suffered by Helmholtz GmbH & Co. KG.

c) The customer is entitled to resell the goods subject to retention of title ["reserved goods"], within the ordinary course of business. However, the customer hereby assigns to Helmholtz GmbH & Co. KG the purchase price and/or fee claims etc. from reselling such goods equivalent to the invoice amount including VAT. Helmholtz GmbH & Co. KG accepts the assignment. This assignment is valid regardless of whether the item is resold without or after processing. Even after the assignment, the customer is entitled to the collection of the claim. The right of Helmholtz GmbH & Co. KG to collect the claim itself remains unaffected.

d) Processing or reconfiguring the purchase item by the purchaser is always carried out in the name of and on behalf of Helmholtz GmbH & Co. KG. In this case, the remainder interest of the customer with regard to the purchase item continues with regard to the reconfigured goods. In the event that the purchase item is processed with other objects not owned by Helmholtz GmbH & Co. KG, Helmholtz GmbH & Co. KG acquires co-ownership in the new object pro rata based on the objective value of the purchase item to the other processed objects at the time of the processing. The same applies if commingling occurs. If commingling occurs such that the customer's part must be regarded as the main part, it is considered agreed that the customer assigns to Helmholtz GmbH & Co. KG pro rata co-ownership and safeguards for Helmholtz GmbH & Co. KG the respectively created sole ownership or co-ownership. In order to secure the claims of Helmholtz GmbH & Co. KG against the customer, the customer shall also assign to Helmholtz GmbH & Co. KG any claims it has against a third party as a result of the reserved goods being connected with a property. Helmholtz GmbH & Co. KG hereby accepts this assignment.

e) At the customer's request, Helmholtz GmbH & Co. KG undertakes to release the securities due, provided their value exceeds the claims to be secured by more than 20%.

7. Compensation claims, contractual penalty

a) Any liability of Helmholtz GmbH & Co. KG, in particular with respect to claims for damages and reimbursement of expenditures on the part of the contractual party are excluded, particularly in the event of non-performance or defective performance and with respect to liability for consequential or indirect damages. This does not apply if something else has been expressly agreed in writing or if an exclusion of liability is not permitted by law, e.g., in case of intent, gross negligence or injury to life, limb or health in the event of liability under the German Product Liability Code [Produkthaftpflichtgesetz].

b) Liability on the part of Helmholtz GmbH & Co. KG at the time of contract conclusion is expressly waived. Helmholtz GmbH & Co. KG accepts this waiver.

c) Contractual penalties are excluded, unless otherwise explicitly agreed in writing.

8. Limitation period, suspension of limitation

The limitation period for warranty claims and other claims against Helmholtz GmbH & Co. KG is only twelve months – for periods longer than one year. In the event of shorter statutory or agreed limitation periods, the shorter limitation period remains applicable. The shortening of the limitation period does not apply if this is excluded by law, particularly not in cases where a defect was fraudulently concealed. The legal provisions regarding the suspension of limitation period, the suspension and the commencement of the periods remain unaffected. Settlement negotiations are considered terminated if Helmholtz GmbH & Co. KG does not respond in writing to a letter from the contractual party for more than eight (8) weeks.

9. Warranty

a) A guarantee exceeding the statutory warranty provisions is only granted if such warranty is expressly stated in writing.

b) The goods must be inspected immediately after the delivery by Helmholtz GmbH & Co. KG. Any defects, the absence of warranted properties, transport damage, shortfall quantity and incorrect deliveries etc. must be immediately reported to Helmholtz GmbH & Co. KG in writing after receipt of shipment with prompt cessation of any processing. Any hidden defects must be reported in writing immediately after detection. In case of a failure to give timely notification, the delivery is considered to be accepted.

In the event of a timely and justified notification of defect, Helmholtz GmbH & Co. KG is entitled at its discretion to either rectify the defect or make a replacement delivery free of defects. The contractual party's right to a rebate in the event of an unsuccessful supplementary performance or a withdrawal from the contract remains unaffected.

c) A warranty and/or a guarantee exceptionally consented to in writing is excluded – unless the defect was fraudulently concealed – in the following cases:

- Damage and losses resulting from faulty installation carried out by the customer or third parties or caused by improper use, fire, lightning strike or force majeure etc.

- Improper repairs or repair attempts as well as other interventions by the customers or other persons not respectively authorized by Helmholtz GmbH & Co. KG

- Damages caused by failing to comply with the instruction manual or other instructions from the staff of Helmholtz GmbH & Co. KG or insufficient maintenance on the part of the contractual party

- Damage caused by using improper or inferior replacement parts and transport damages

- Damage caused by wear and tear, moisture, temperature fluctuations etc. and caused to wear parts

- Only minor deviation from the agreed condition or usability and/or minor deviations in the design with respect to specifications in catalogs, advertising materials, samples etc.

d) For used goods delivered by Helmholtz GmbH & Co. KG, all warranties are excluded. Used goods are sold as is.

e) Costs and expenses incurred by Helmholtz GmbH & Co. KG due to unjustified notifications of defect must be reimbursed by the contractual party.

f) Purchaser claims vis-à-vis Helmholtz GmbH & Co. KG are excluded insofar as the expenses, e.g., transport costs increase because the goods were subsequently brought to a location other than the agreed delivery address.

g) For software, the following applies in addition to the other General Terms and Conditions:

Insofar as software is the object of the contract, the respective license terms of the software manufacturer apply in addition or restrictively, even if these were not known to the purchaser in advance. If the purchaser did not know the license terms, the purchaser is entitled to return the delivered software unused, in the original packaging and with the license seal intact within one week after the delivery.

In the case of software, Helmholtz GmbH & Co. KG provides the respective warranty granted in the software manufacturer's license terms vis-à-vis the purchaser. Helmholtz GmbH & Co. KG is not liable for suitability of the software in the purchaser's operations if it did not develop the software.

Helmholtz GmbH & Co. KG does not warranty that software it has developed runs uninterrupted or error-free and that the functions contained in the software can be carried out in all combinations chosen by the purchaser and that they will satisfy the purchaser's requirements.

In the event of software errors which considerably impair the contractual use, Helmholtz GmbH & Co. KG reserves the right to choose between the rectification of the defect through the installation of another software version or by providing troubleshooting tips or ways to avoid the effects of the error.

10. Impossibility/adjustment of contract

If it is impossible for Helmholtz GmbH & Co. KG to provide the incumbent delivery or service, the general legal principles apply with the following proviso:

If the impossibility is due to fault on the part of Helmholtz GmbH & Co. KG, the contractual party is entitled to claim damages. However, the purchaser's claim for damages is restricted to 10% of the value of that component of the delivery or service which was not able to be appropriately put into operation as a result of the impossibility. Claims for damages which exceed the above-mentioned limit of 10% are excluded.

However, this does not apply in cases of intent or gross negligence where liability is mandatory or where there is injury to life, limb or health.

Insofar as unforeseen events significantly change the economic importance or the content of the delivery or service, or affect the operations of Helmholtz GmbH & Co. KG, the contract will be adjusted appropriately by Helmholtz GmbH & Co. KG, provided that the change is reasonable for the purchaser taking into account the interests of Helmholtz GmbH & Co. KG.

Insofar as this is not economically justifiable, Helmholtz GmbH & Co. KG may withdraw from the contract. The withdrawal must be reported to the purchaser as soon as the reason becomes known.

11. Permits, foreign countries

The contractual party is responsible for any necessary official export permits and will obtain these itself or commission Helmholtz GmbH & Co. KG to obtain them. Helmholtz GmbH & Co. KG assumes no responsibility or liability with regard to any necessary official

export permits. The contractual party hereby declares to comply with all export regulations and export limitations and other regulations of foreign trade legislation, in particular in Germany, the EU and the EU member states or in the country to be supplied and to ensure that its contractual parties comply with these regulations as well. The contractual party undertakes to properly and completely provide all required notifications, information and other declarations and to inform Helmholtz GmbH & Co. KG if the delivered item is to be used as follows: chemical, biological or nuclear weapons, missile technology or other military use.

All duties, taxes or charges incurred during the delivery to a foreign country or service provided in a foreign country, are borne by the contractual party. In the event of delays, cancellations or additional delivery expenses incurred by Helmholtz GmbH & Co. KG due to export regulations/permits of the respective legal system, any claim for damages vis-à-vis Helmholtz GmbH & Co. KG is excluded.

12. Place of jurisdiction, place of performance, applicable law

a) The sole local and international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of Helmholtz GmbH & Co. KG, provided the contractual party is a merchant.

b) For the contractual relationship the substantive law of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

c) The place of performance for Deliveries and services of Helmholtz GmbH & Co. KG shall be the registered office of Helmholtz GmbH & Co. KG.

13. Miscellaneous, written form

In the event that one or more provisions of a contract including these General Terms and Conditions become ineffective, the effectiveness of the remaining provisions remains unaffected. The parties will replace the ineffective provisions with effective provisions which most closely approximate the economic purpose. The same applies in the event of any gaps in the contract.

Changes and amendments to the contract must be made in writing unless it has been otherwise individually specified.