

Terms and Conditions of Sale, Delivery, Payment and Use

1. Scope of Validity

- 1.1. The following terms and conditions apply to all of our quotations and contracts regarding terms of delivery, as well as other services. As exclusively valid contract provisions, they take precedence over all other stipulations which have not been expressly offered or confirmed by ourselves. Any of the buyer's terms and conditions which deviate from our own have no validity whatsoever.
- 1.2. The terms and conditions of software use apply to the provision of software by wenglor sensoric GmbH ("wenglor") to you as an end customer and a contractual partner to wenglor ("customer" or "orderer"). These terms and conditions of software use regulate the provision of software as part of a product purchased from wenglor against payment, as well as the provision of demo software insofar as this is expressly provided for in section 3.11, "Demo Software".
- 1.3. Otherwise, the laws of the Federal Republic of Germany shall apply to legal relationships between ourselves and the buyer. Stipulations set forth in standardized legislation regarding international procurement of movable property and the conclusion of international sales contracts do not apply, insofar as they deviate from our terms and conditions.

2. Quotations and the Conclusion of Contracts

- 2.1. Our offers are non-binding and may be revoked at any time.
- 2.2. Placed orders are only binding for us to the extent that they have been confirmed in writing by ourselves, or executed by means of immediate delivery and issuance of invoice. Collateral agreements and changes must be agreed to in writing.
- 2.3. If goods are shipped with sale subject to the approval of the buyer (sample shipment), the goods are deemed approved by the buyer in accordance with paragraph 455, sentence 2, of the BGB (German Civil Code) if he does not reject the goods and return them within a period of 4 weeks. The buyer bears the cost of return shipment, and we are entitled to invoice the buyer for costs incurred for the repair of goods which we delivered to him in flawless condition.
- 2.4. We reserve the right to correct errors and omissions in our order confirmations and invoices.
- 2.5. All orders for products that wenglor identifies as non-standard or "NCNR" (non-cancellable and non-reschedulable/non-returnable) cannot be canceled or returned. Exceptions to this only relate to returns in accordance with the applicable or agreed manufacturer's warranty. Wenglor may identify products as non-standard or "NCNR" in a variety of ways, including through offers, product listings, or attachments. The customer may not change, cancel or postpone his product orders for these products without the consent of wenglor.
- 2.6. We reserve the right to implement minor technical and design changes within the scope of customary quantity and/or quality tolerances, insofar as this is not unreasonable for the buyer, in particular if the function and the value of the ordered goods are not diminished. Insofar as significant price increases or shipping delays occur due to such changes which are disadvantageous for the buyer, he is entitled to withdraw from the contract. However, this does not apply if the error or omission was obvious to him.
- 2.7. We retain all rights of ownership, copyrights and utilization rights to price quotations, drawings and other documents; these may not be made accessible to any third parties and must be returned to us upon request, if the contract is not concluded or if it is prematurely terminated.

3. Software Use

- 3.1. Definitions
 Insofar as not otherwise expressly stipulated, the terms listed below have the following meanings in these terms and conditions of software use (including the definitions themselves).
User documentation: The textual and technical description of the software available to the customer which is valid before conclusion of the contract (e.g. instructions for use, user manual, documentation).
Demo software: Software made available to the customer for download free of charge by wenglor with a limited scope of functions as compared with the corresponding software which is available for purchase.
Download: A means of transmitting data via the Internet from a server to the customer's computer.
Licensed materials: The software itself along with associated user documentation.
Licensed materials: The software itself along with associated user documentation.
Object code: Software in a format which can only be read by machines and is suitable for the generation of an executable machine code.
Parties: wenglor and the customer.
Source code: The software's humanly legible source text written in a programming language.
Software: The software supplied or made available to the customer, including any changes or improvements provided to the customer by wenglor, excluding Third-Party-Software.
Third-Party-Software: Software, in particular open source software, which was created by third parties (i.e. not by wenglor) and to which the license terms of third parties are applicable. Third-Party-Software used in wenglor's products is listed in the respective software manifest (see section 3.3.2 below).
- 3.2. License
 3.2.1 wenglor grants the customer the right to use the software in accordance with the terms and conditions of software use in this section 3.2. Any use or exploitation of the software which goes above and beyond these terms and conditions of software use is prohibited.
 3.2.2 For the duration of the validity of any protective rights, the customer is granted the non-exclusive right to use the software for operation of the wenglor products specified in the user documentation for his own purposes. Use of the software includes any duplication of the software by means of data storage, loading, running or display for the purpose of operating the products specified in the user documentation; any other duplication of the software is excluded with the exception of the preparation of a backup copy (see also point 3.4, "Backup Copy"). In particular duplication of the software for the purpose of forwarding to third parties either free of charge or for a fee, as well as use of the software for the purposes of any third parties, is excluded.
 3.2.3 The customer is not entitled to grant any rights to any third party with regard to the rights to the software which have been granted to him. Nor may the customer sublicense rights to the software, which have been granted to him, to any third party.
 Section 3.9 of the terms and conditions of software use remains unaffected by this.
 3.2.4 The customer is not entitled to modify or edit the software. Retranslation of the object code is only permissible in accordance with the legally stipulated limitations set forth in paragraph 69e of German copyright law (UrhG). Any other retranslation is prohibited. Customer rights specified in paragraph 69d, sections 2 and 3, of German copyright law (UrhG) remain unaffected by this.
- 3.3. Third-Party-Software
 3.3.1 The customer acknowledges that wenglor's products may be based on Third-Party-Software, the use of which is subject to separate license terms.

3.3.2 Whether a product contains Third-Party-Software can be determined from the software manifest provided by wenglor for each affected product. This software manifest can be downloaded on our website <https://www.wenglor.com/en/License/s/License> for each affected product or product group at any time, saved on an end device and then accessed. It can also be requested from wenglor in writing at the address given below or by e-mail to info@wenglor.com, with reference to the respective product. The software manifest indicates which Third-Party-Software is used in the product and which license terms apply in each case to the Third-Party-Software included in the product. The wording of these license terms can also be downloaded from our website <https://www.wenglor.com/en/License/s/License> for the respective product or product group, saved on an end device and then accessed. Some selected license terms are additionally available on the same website under "License Terms". To the extent that, according to the respective software manifest, one or more Third-Party-Software is used in the product selected by the customer, the customer accepts the license terms applicable to such Third-Party-Software. wenglor informs the customer that a violation of the license terms for Third-Party-Software may result in the loss of the right to use such Third-Party-Software.

3.3.3 If the customer provides the Third-Party-Software to third parties, the specific license terms of the Third-Party-Software also apply.

3.3.4 Where the license terms of a Third-Party-Software supplied by wenglor provide for a right of the customer of access to the source code of this Third-Party-Software, the following shall apply:

- The customer can download the source code of this Third-Party-Software for the respective product or product group from our website <https://www.wenglor.com/en/License/s/License>; and
- in addition, wenglor shall provide the customer with the source code on a CD-ROM or a similar data carrier against reimbursement of reasonable postage costs. This offer is valid for a period of three years from the date of shipment of the product on which the Third-Party-Software is located and/or from the date of downloading the Third-Party-Software from wenglor's website. Where the license terms provide for a longer period, such longer period shall apply. In the event that the customer wishes to obtain the source code under the aforementioned conditions, the customer shall notify wenglor of this in writing to the address given below or by e-mail to info@wenglor.com and provide wenglor with the name and address so that the source code can be sent.

3.4. Backup Copy
 Software use in accordance with the contract includes the preparation of a backup copy. The backup copy may only be used for security purposes. The customer is required to store the backup copy at a secure location which is inaccessible to third parties.

3.5. User Documentation
 The customer is provided with user documentation in printed or electronic format on machine-readable data storage media or as a download.
 The customer is only permitted to duplicate printed user documentation after obtaining previous written consent from wenglor. Sections 3.2 and 3.3 of the terms and conditions of software use apply correspondingly to the use of user documentation in electronic format.

3.6. Protection of Licensed Materials
 The customer is required to observe proprietary notices such as copyright notices and the reservation of rights included in the licensed materials. The customer may not alter these in any way and must retain them without alteration in the backup copy.
 Notwithstanding the rights of use granted by means of these terms and conditions of software use, wenglor or wenglor's licensors retain all rights to licensed materials, including all copies or partial copies prepared by the customer. Any property owned by the customer such as data storage media and hardware remains unaffected by this.

3.7. Warranty for Licensed Materials
 3.7.1 The operating conditions, quality and contractually agreed use of the software are based on the user documentation. The customer is solely responsible for selecting the software and the products, as well as for the results to be obtained by means of their use.

3.7.2 In the event of material defects, wenglor shall have a right of rectification. Rectification shall be made, at wenglor's option, either by repairing the defect, supplying defect-free software, or through wenglor showing the customer workarounds to avoid the effects of the defect. If the orderer is an entrepreneur, he shall be responsible for the necessary expenses for de-installing and re-installing the software. Should wenglor not succeed within a reasonable period in repairing the defect or providing a workaround that allows the customer to use the software as contractually agreed, the customer shall have the option of either rescinding the contract or demanding a reduction of the purchase price in accordance with paragraph 441 of the German commercial code.

3.7.3 The customer shall notify wenglor in writing without delay in the event that claims are made against him by third parties due to the violation of rights (e.g. copyright or patent rights) due to licensed materials.

3.7.4 If the customer is prevented from using licensed materials in the contractually agreed manner due to the rights of any third party, wenglor is entitled, at its own discretion and expense, either to purchase corresponding licenses from the third party or to procure for the customer a legally sound possibility of using the licensed material or an equivalent software, such that it no longer infringes upon the proprietary rights of the third party.

3.7.5 wenglor is not obligated to furnish any warranty if and insofar as the defect and/or the violation of the proprietary rights of any third party is based on the fact that the customer has altered or edited the licensed materials, or that the customer makes inappropriate use of the software in combination with hardware or computer programs not supplied by wenglor, or in violation of the user documentation. This also applies in the event that the claims of the third party are based on the customer's use of the licensed materials after wenglor has informed the customer that use must be discontinued due to a third party claim. If wenglor nevertheless carries out work to remove defects in the above cases, the customer shall pay for said work on the basis of wenglor's rates applicable at the time of performance of the work.

3.7.6 The customer shall assist wenglor with the analysis of errors and removal of defects, especially by providing wenglor with verifiable and specific information and documents detailing the nature and frequency of the problems and cooperating in isolating the errors.

3.7.7 If the customer is a merchant, stipulations set forth in paragraph 377 of the German commercial code (HGB) shall apply.

3.7.8 The above warranty clauses do not apply in cases in which wenglor offers a corresponding guarantee of the quality of the licensed materials or has fraudulently concealed defects.

3.8. Warranty for Third-Party-Software
 wenglor shall only be liable for material or legal defects to third-party software if and insofar as it fraudulently concealed the defect.

3.9. Quality Defects

3.9.1 The conditions of use of the software are based on the user documentation. The customer is solely responsible for selecting the software and the products, as well as for the results to be obtained by means of their use.

3.9.2 wenglor guarantees the suitability of the software, in the version supplied to the customer, for its contractually agreed-upon use in compliance with the user documentation. In the event of any significant deviation of the software from the user documentation, wenglor is entitled to remediation, insofar as this does not involve unreasonable expense. If wenglor does not succeed in eliminating such significant deviations of the software from the user documentation within a reasonable period of time by means of remediation, or in circumventing them so that the customer is able to use the software as stipulated in the contract, the customer may, at their own discretion, either withdraw from the contract or demand a price reduction in accordance with paragraph 441 of the German Civil Code (BGB).

3.9.3 The customer shall provide wenglor with verifiable documentation regarding type and occurrence of deviation of the software from the user documentation and assist in pinpointing errors. If the customer is a merchant, stipulations set forth in paragraph 377 of the German Commercial Code (HGB) shall apply.

3.9.4 wenglor is not obligated to furnish any warranty covering quality defects if the customer has altered or edited the software. Nor is wenglor obligated to furnish any warranty covering quality defects if the software defect results from the fact that the customer uses the software in combination with hardware or computer programs not supplied by wenglor, or in violation of the user documentation. If, in such cases, wenglor nevertheless renders services in order to eliminate such defects, the customer shall be required to pay for these services at the rates which are customary for wenglor at the point in time that such services are rendered.

3.9.5 The warranty limitations stipulated above do not apply in cases where wenglor offers a corresponding guarantee of the quality of the licensed materials or has fraudulently concealed defects.

3.10. Limitation of Warranty Claims in Business-to-Business Transactions

If the customer is an entrepreneur, warranty claims come under the statute of limitations – subject to the stipulations in the following sentence and the provisions of section 3.7.8 – one year after handover of the wenglor product or, if later, from the download of the software, as well as user documentation. However, claims for compensation of damages or reimbursement of expenses remain unaffected by the stipulations set forth above and come under the statute of limitations in accordance with legal deadlines.

3.11. Forwarding of Licensed Materials

3.10.1 The customer is entitled to surrender the licensed materials, along with a copy of these terms and conditions of software use, to a third party on the condition that the third party undertakes to adhere to the restrictions specified in these terms and conditions of software use when using the software. The right to forward licensed materials does not include the forwarding of altered or edited versions of the licensed materials.

3.10.2 Upon forwarding the licensed materials in accordance with the prerequisites set forth in section 3.10.1, the right to use the licensed materials is transferred to the third party, who then takes the place of the customer in the spirit of these terms and conditions of software use. The customer's right to use the licensed materials expires at the same time.

3.10.3 Upon forwarding the licensed materials, the customer undertakes to fully delete or otherwise destroy all copies and partial copies of the licensed materials without delay. This also applies to the backup copy in accordance with section 3.4. At the request of wenglor, the customer shall confirm the implementation of the specified measures in written form.

3.10.4 The above specified stipulations in this section (3.9) apply correspondingly to any subsequent forwarding of the licensed materials as well.

3.12. Demo Software

3.11.1 In addition to software which can be purchased for a fee, wenglor also offers demo software in the object code for downloading. The customer has no entitlement for beneficial use of demo software.

3.11.2 For the duration of the validity of any protective rights, the customer is granted the non-exclusive right to use the demo software for the wenglor products specified in the user documentation for his own purposes; any other duplication of the software is excluded with the exception of the preparation of a backup copy (see also point 3.4, "Backup Copy"). In particular duplication of the demo software for the purpose of forwarding to third parties either free of charge or for a fee, as well as use of the demo software for the purposes of any third parties, is excluded.

3.11.3 The customer is not entitled to modify or edit the demo software. Retranslation of the object code is only permissible in accordance with the legally stipulated limitations set forth in paragraph 69e of German copyright law (UrhG). Any other retranslation is prohibited. Customer rights specified in paragraph 69d, sections 2 and 3, of German copyright law (UrhG) remain unaffected by this.

3.11.4 The customer is not entitled to grant any rights to any third party with regard to the rights to the demo software which have been granted to him. Nor may the customer sublicense rights to the demo software, which have been granted to him, to any third party.

3.11.5 Otherwise, the following stipulations from the terms and conditions of software use apply analogously to provision of the demo software: sections 3.1, 3.3, 3.5 and 3.9.

3.13. Updates

If wenglor provides software updates outside of the guarantee, this is a voluntary service. There is no entitlement to these updates.

3.14. Transfer of Risk

If the software is supplied by means of electronic communications media (e.g. Internet), risk is transferred when the software leaves wenglor's sphere of influence (e.g. during download).

4. Obligation to Deliver and Delivery Time

4.1. Place of performance is the location of our facilities in Tettwang, Germany. If the buyer requests shipment to another location, we nevertheless fulfill our obligation to deliver at the location of our own facility. The delivery date is the day on which the goods are handed over to the carrier, the freight forwarder or any other service provider.

4.2. Partial shipments are permissible and are considered discrete shipments with regard to payment and complaints, insofar as this is not unreasonable for the buyer.

4.3. Dates and deadlines for delivery or the rendering of services are only binding if they have been confirmed as such by ourselves in writing. Adherence to such dates and deadlines presupposes the fulfillment of advance contractual obligations on the part of the buyer. Agreed upon delivery times begin on the date of order confirmation. If the buyer is required to provide documentation or clarify any technical questions, delivery times do not begin until all of the documentation to be provided by the buyer has been submitted and any open technical questions have been clarified with him.

4.4. In the event of an externally originating unforeseeable event over which the respective liable party has no influence, and which is not one of the risks for which the liable party is responsible (force majeure), in particular, although not limited to, labor disputes, major work stoppages at the facilities any of our suppliers, civil disorder, war and natural catastrophes, the liable party is released from his obligation to perform for the duration of the occurrence of force majeure. Upon cessation of the respective force majeure, the liable party must be allowed a suitable period of time to fulfill his obligation to perform. The party who has claimed the occurrence of force majeure must inform the other party to the contract of the reason and the expected duration of such force majeure without delay.

4.5. If we are unable to deliver goods or render services on time, the buyer shall grant us an appropriate extension before asserting any legal claims as a result of delay. After the extension has expired without achieving the desired result, the buyer may, to the exclusion of any further claims resulting from the delay, either withdraw from the contract if he has indicated this course of action upon setting the deadline for the extension, or demand compensation for default if damages have arisen due to our delay. Compensation is limited to 0.5% of the value of the contract goods for each full week of delay after expiration of the extension, and in any case may not exceed 5% of the value of the contract goods which cannot be used as stipulated in the contract as a result of the delay, insofar as such delay cannot be attributed to gross negligence or malicious intent on the part of ourselves.

4.6. If the delivery of finished goods is delayed for reasons for which the buyer is responsible, we are entitled to invoice him 0.5% of the invoice amount for each month or part thereof, beginning two weeks after notification that the goods are ready for shipment, as compensation for incurred storage costs. This does not apply if the buyer proves that we have incurred no damages, or less damages than those specified above. We expressly reserve the right to substantiate and demand compensation for damages which exceed those specified above. After expiration of a suitable deadline set by ourselves without achieving the desired result, we are also entitled to otherwise dispose of the contract goods, and to supply the buyer with the ordered goods within a further, appropriate period of time.

4.7. If blanket order releases are not called off within the agreed upon deadlines, we are entitled to either ship and simultaneously invoice the respective goods, or to proceed in accordance with section 3.6. If no deadline for calling releases off has been agreed upon, we are entitled to enforce our above specified rights as of one year after conclusion of the contract.

5. Prices

5.1. Prices specified in our quotations, price lists, order confirmations and invoices are ex works prices to which value added tax in the amount which is applicable at the time of shipment must be added.

5.2. Packaging and shipping costs are invoiced separately.

5.3. Our prices are based on the cost basis as disclosed at the time the contract is concluded. We are trying to avoid any price increase by entering into corresponding supply agreements with our suppliers. However, we cannot exclude that price increases occur. In the event of a significant increase of our procurement costs for raw material, material or other supplied parts (e.g. electronic components) between the conclusion of the contract and the delivery date, we are entitled to adapt the agreed sales price of our products accordingly. A price adjustment shall however only occur, if and to the extent the price increase of the respective raw material, material or other supplied parts lead to a price increase of our products. An increase in price shall only lead to a price adjustment, if and to the extent the relevant increase is not compensated by other elements (e.g. transportation costs). Price reductions will be passed on accordingly to our customers. We will inform concerned customers in due course, once and to the extent we gain knowledge about any change in price.

6. Terms of Payment

6.1. Our invoices for shipped goods are due and payable within 30 days after date of invoice, free appointed paying agent, and other invoices are due and payable immediately if not otherwise specified in writing by ourselves. The deduction of cash discounts is only permissible in accordance with conditions specified in the respective invoice, and is generally not permissible in the case of payment by means of bill of exchange.

6.2. The date on which our account is credited is decisive with regard to the point in time of non-cash payments.

6.3. Checks or bills of exchange are only accepted for the settlement of our invoices on account of performance, and bills of exchange are only accepted if our previous consent has been obtained. The buyer bears all costs associated with bills of exchange and checks. We assume no liability with regard to the punctuality of the protest. If a check or a bill of exchange is not honored by the buyer upon maturity of the respective invoice claim to be settled, the buyer is thus in default of payment with regard to the invoice claim.

6.4. The buyer is only entitled to offset our due and payable invoice claims with counterclaims which are ready for decision, have been deemed legally binding, or which are not disputed by ourselves.

6.5. The buyer is not entitled to any rights of retention with regard to payments to be made to ourselves.

7. Transfer of Risk, Shipment, Return Shipments

7.1. The risk of accidental ruin, loss or deterioration of the supplied goods is transferred to the buyer as soon as the goods are handed over to the freight forwarder, or any other person assigned the task of transporting the goods. This applies even in the event that we have assumed responsibility for other services such as shipping costs or delivery. This applies to sample shipments as well (see section 2.3).

7.2. If shipment is delayed for reasons for which the buyer is responsible, risk of accidental ruin, loss or deterioration of the supplied goods is transferred to him upon notification that the goods are ready for shipment.

7.3. In any case, shipment is carried out by order of the buyer. We are authorized, but not obligated, to procure transport insurance coverage at the expense of the buyer.

8. Guarantee

8.1. The attributes of the goods result from the applicable specifications, which can be viewed at www.wenglor.com. In the event of a faulty delivery, the ordering party is entitled to make claims for defects within one year from the date of delivery. Customer claims for compensation of damages or reimbursement of expenses remain unaffected by this and come under the statute of limitations in accordance with legal deadlines. To exert these rights, the ordering party must have logged a complaint within the specified deadline (§ 377 HGB). If the ordering party exerts their rights within the required deadline, we have the right to choose to either resolve the defect by delivering a replacement item or repairing the defect within a reasonable time frame.

8.2. The guarantee is null and void in the case of use for other than the intended purpose or improper use, use in a hardware or software environment other than those specified in the contract, chemical, electrical or climatic influences which are not specified in the contract, faulty installation or initial start-up by the buyer or any third party, normal wear and tear, excessive stressing, and faulty or negligent handling, insofar as such circumstances cannot be traced back to our own fault.

8.3. Any improper modifications or repairs, or modifications and repairs which have been carried out without our consent by the buyer or any third party, render the guarantee null and void and release us from any liability for resulting consequences.

8.4. In the event that the respective prerequisites have been fulfilled, the buyer is entitled to withdraw from the contract, demand compensation for damages or reduce payment if we, of our own fault, allow a reasonable extension for rework or replacement of defective goods, which has been set by the buyer, to expire, if we are unable to rework or replace the goods, or if we fail to correctly rework or replace defective goods after making two attempts.

8.5. The clauses above also apply in the event that the rectification results in a new defect on the software.

9. Limitation of Liability

9.1 wenglor's liability for compensation of damages is fundamentally excluded. This does not apply

- to damages which result from violation of a cardinal contractual obligation. Cardinal obligations include above all those whose fulfillment make proper performance of the contract possible at all, adherence to which the customer can depend upon continuously. In this case, however, wenglor's liability is limited to compensation for foreseeable, typically occurring damage;
- damage resulting from violation of a guarantee provided by wenglor;
- damage resulting from an intentional or grossly negligent breach of duty on the part of wenglor or any of wenglor's legal representatives or agents;
- damage resulting from injury to life, limb or health due to an intentional or grossly negligent breach of duty on the part of wenglor or any of wenglor's legal representatives or agents;
- legally binding claims, in particular in accordance with product liability law.

9.2 The provisions of this section 9 shall not affect the statutory burden of proof provisions.

10. Reservation of Proprietary Rights

10.1. We reserve proprietary rights to all shipped goods without exception. We retain all proprietary rights to delivered goods until full payment of all of our claims resulting from our business relationship with the buyer (retained goods) have been paid in full. Bills of exchange and checks are only deemed valid means of payment if we are released from any liability therefor. Reservation of proprietary rights is not rescinded in the event that individual claims within a current invoice are annulled, or after agreeing upon an accepted balance.

10.2. Processing or modification of the shipped goods by the buyer is executed on our behalf as the manufacturer. If the goods are combined or mixed with other goods which do not belong to us by the buyer in order to create a uniform, new product, we are entitled to co-ownership of the new product proportionate to the value of the retained goods relative to that of the other processed and/or combined goods at the point in time of processing or combination.

10.3. The buyer is only entitled and authorized to resell the retained goods by means of normal business dealings under normal business conditions, and only provided that the claims defined in section 9.4 are actually assigned to us. This authorization can be revoked in the event that the buyer is in default of payment. He is not authorized to dispose of retained goods in any other fashion, and in particular may not use them as a pledge or as security for any debt.

10.4. Already at the time this contract is signed, the buyer assigns claims resulting from resale of the retained goods to us, regardless of whether the retained goods are resold without or after processing, and regardless of whether they are resold to one or more than one buyer. This assignment of claims serves to secure all of our claims resulting from the business relationship with the buyer with the value of the respectively sold retained goods. If the retained goods are sold together with other goods which do not belong to us, only that portion of the claim is assigned which is allocated to the sold, retained goods. If the sales price of the retained goods is indeterminable, the value of the retained goods is calculated on the basis of our invoice value. Section 9.1, sentence 3, applies correspondingly with regard to extended reservation of proprietary rights.

10.5. The buyer is entitled to collect claims resulting from resale until further notice from us at any time.

10.6. If the value of the securities established on our behalf exceed our claims by a total of more than 20%, we are obligated upon request from the buyer to release or reassign excess securities, although we reserve the right to decide which claims shall be released.

10.7. The buyer is obligated to notify us without delay regarding any encroachment by any third party on our rights to the retained goods and to the claims assigned to us, in particular due to enforcement proceedings.

10.8. The assertion of rights regarding the retention of property cannot be construed as withdrawal from the contract.

11. Default of Payment

11.1. If the buyer seriously and culpably violates his contractual obligations, in particular if he is in default of payment of a considerable sum, we are entitled to demand immediate payment in full of all outstanding claims regardless of agreed upon terms and conditions of payment or bills of exchange accepted on account of performance. This also applies if the buyer's financial situation or liquidity takes a significant turn for the worse due to his own fault (e.g. protest of a check or a bill of exchange, delayed payments or initiation of insolvency proceedings).

11.2. In the event of default of payment or insolvency of the buyer (see section 9.1), we are entitled to withdraw from all contracts with the buyer which have not yet been completely executed.

11.3. Even if we do not withdraw from the contract, we are nevertheless entitled, in the event of default of payment on the part of the buyer, to demand the return of our retained goods from him (see section 9), and to withhold them, as well as any open shipments, until all of our claims have been paid in full.

11.4. We are entitled to demand interest at the bank's usual current account credit rates, or, at our own discretion, at a rate of 4% higher than the base interest rate of the European Central Bank as compensation for default without any special substantiation. Claims for any other compensation for default are not ruled out as a result.

12. Further Rights, Reservation of Self-Supply and Liability

12.1. The buyer is entitled to withdraw from the contact if it becomes conclusively impossible for us to complete shipment or rendering of services before transfer of risk, or if, in the case of an order for like objects, shipment of a portion of the order becomes impossible and the buyer has a justifiable interest in rejecting a partial shipment. If this is not the case, he can reduce payment correspondingly. If this impossibility occurs during a delay in accepting performance or delivery, or by fault of the buyer, his obligation to effect payment remains unaffected.

12.2. We are entitled to withdraw from the contract, either fully or partially, if, in the case of unforeseeable events, proper execution of the order is no longer possible or becomes economically unacceptable, assuming that we have explained such situation to the buyer without delay after recognizing its significance. The buyer is not entitled to assert any claims for the compensation of damages due to withdrawal of this sort.

12.3. Irrespective of Sec. 12.1 and 12.2, the reservation of proper and timely self-supply applies. In the event of supply shortages, we reserve our right to pro-rata based deliveries to our customers.

12.4. Our liability is based solely upon the stipulations set forth in these terms and conditions and compulsory legal provisions.

13. Use and Resale of the Goods

The customer is required to ensure that any third parties who, by arrangement of the customer, use the goods or come into contact with them, possess suitable qualifications and training to do so, that the respective operating instructions are available to them and that they have received adequate instruction in use of the goods. Insofar as the customer wants to resell the goods under the conditions of this clause, he undertakes to transfer ownership of the goods exclusively along with the respective operating instructions.

14. Export Compliance

14.1 The buyer undertakes to comply with all the customs and export control regulations, foreign trade legislation, and sanctions applicable to the respective business transaction when using or distributing wenglor products or otherwise making wenglor products available. Within the meaning of these terms and conditions, "wenglor products" refers to goods, software and technologies, including services, provided by wenglor.

14.2 The buyer undertakes to provide all information reasonably requested by wenglor for export compliance purposes (such as information about the end user, the final destination and the intended end use). wenglor is not bound to any business transaction until all the export permits and other permits required for the respective business transaction have been obtained. wenglor is not liable for delays or non-performance for which the competent authority or the buyer is responsible, regardless of whether wenglor has confirmed the order.

14.3 When distributing the supplied wenglor products to third parties, the buyer must comply with and observe the applicable national and international (re-)export regulations, in particular those of the country in which wenglor is based, the European Union, the United Kingdom of Great Britain and Northern Ireland, and the United States of America.

14.4 The buyer shall fully indemnify wenglor against all claims asserted by authorities or other third parties due to non-compliance with any provision of this export compliance clause and undertakes to compensate wenglor for all damages and expenses incurred in connection with this.

14.5 If the buyer breaches any provision of this export compliance clause, wenglor is entitled to terminate this contract without notice or to withdraw from it, either entirely or in part. Any claims against the customer remain unaffected by this.

15. Anti-Corruption

The customer is obliged to comply with all the applicable foreign and national anti-bribery, anti-money laundering and anti-corruption laws and regulations. In particular, the customer may not offer, promise, grant, demand or receive any bribes or other unlawful payments, including in dealings with the holders of public office.

16. Court of Jurisdiction

If the buyer is a merchant, any disputes arising from the contractual relationship shall be settled exclusively before a competent court of law in Tettang, Germany. This applies to liabilities on bills of exchange and checks as well. We are also entitled to initiate legal action at the buyer's location.

17. Data Security

Any of the buyer's data which we save to storage media within the framework of normal business operations will be treated with due care in accordance with regulations set forth by the BDSG (German federal data security law).

wenglor sensoric elektronische Geräte GmbH, 88069 Tettang, Germany, revision level: March 2024