

General terms and conditions

1. Governing provisions; definitions; text form and limited authority of employees

The following terms and conditions shall govern supply and development contracts as well as other contracts for services of the Innovationszentrum für Telekommunikationstechnik GmbH IZT (hereinafter: "IZT") concluded with persons who, at the time of conclusion of the contract, are acting in the exercise of their commercial or independent professional activity (enterprises), as well as with legal entities under public law or special funds under public law.

1.1 In these terms and conditions, the following definitions shall apply:

- "IZT" stands for Innovationszentrum für Telekommunikationstechnik GmbH IZT with its registered office in Erlangen / Germany;
- "Customer" stands for the person who accepts IZT's offer for the sale of goods or whose order for goods has been accepted by IZT;
- "Goods" stands for products and technologies (including partial deliveries or parts for products) to be provided by IZT according to these Terms;
- "Services" stands for software solutions, software maintenance services, support services, installation services as well as other services to be provided by IZT according to these Terms and, if applicable, according to the respective agreement (e.g. software maintenance agreement);
- "Terms" means the standard terms and conditions of sale set forth in this document;
- "Contract" means supply and development contracts as well as other contracts for services of IZT between IZT and the Customer.

1.2 Any reference in these Terms and Conditions to any provision of law shall be construed as a reference to that provision of law as amended, re-enacted or extended from time to time; headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.

1.3 The deliveries, services and offers of IZT shall be made exclusively on the basis of these Terms and Conditions - subject to special terms and conditions pursuant to Clause 15. Conflicting or deviating conditions of the customer shall not be recognized unless IZT has expressly agreed to their validity at least in text form. These general terms and conditions shall also apply if IZT carries out the deliveries or services to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

1.4 The general terms and conditions for supply and development contracts shall also apply to all future business with the client.

1.5 Amendments or supplements to these terms and conditions as well as to contracts or other agreements between IZT and the client must be made in writing, insofar as they are agreed with persons other than employees of IZT who are authorized to represent the client.

1.6 By entering into the contract the customer acknowledges that it does not rely on any representations, advice or recommendations in relation to the goods which have not been confirmed at least in text form (e.g. by email) by an authorized representative of IZT, and that it waives any claim for breach of, and any claim arising from, any such representations, advice or recommendations. Nothing in these Terms excludes or limits IZT's liability for fraudulent misrepresentation.

1.7 Typographical, clerical or other errors or omissions in any sales document, quotation, price list, acceptance of offer, invoice or other document or information issued by IZT shall be subject to correction without liability on the part of IZT.

1.8 For goods sold as custom made-to-order, IZT reserves the right to require full payment prior to the manufacture of such goods.

2. Offers and conclusion of contract

2.1 IZT's offers are subject to change and non-binding, unless they are expressly designated as binding at least in text form. They merely represent an invitation to the customer to place an order with IZT.

2.2 The order placed by the customer shall be a binding offer. IZT shall be entitled to accept this offer within two (2) weeks of its submission. Acceptance shall be effected by order confirmation at least in text form by an authorized representative of IZT, by invoicing or by execution of the delivery or service.

2.3 IZT reserves the property rights and copyrights to the offer documents. The offer documents may only be made accessible to third parties with the prior consent of IZT, at least in text form.

2.4 The customer shall be responsible to IZT for ensuring that the terms and conditions of an order submitted by the customer (including corresponding specifications) are free of errors and that the customer receives all necessary information regarding the goods in good time in order to be able to execute the contract in accordance with the terms and conditions.

2.5 Acceptance of the offer by order confirmation on the part of IZT shall be subject to the condition that the delivery or performance of the goods or services covered by the contract is not prohibited under the applicable sanction laws and under the sanction lists recommended by the U.S. Department of Commerce, in particular because of the content, the principal or because of the country of destination. Sanction laws include all laws, regulations and sanction measures (trade and economic restrictions) against countries, persons/groups of persons or companies, including measures imposed in particular by the United Nations, the European Union and the member states of the European Economic Area. Should it become apparent after the order confirmation has been issued that the delivery or provision of the goods or services that are the subject of the contract is prohibited under the respective applicable sanction laws or under one of the sanction lists recommended by the U.S. Department of Commerce, IZT shall have the right unilaterally not to fulfill its contractual obligations for the duration of the validity of the respective applicable sanction laws or sanction lists or to adjust the contract in such a way that the respective applicable sanction laws or provisions of the sanction lists are complied with. If this is excluded or if the prohibition lasts longer than four (4) weeks from the effective date, IZT shall be unilaterally entitled to terminate the contract extraordinarily and to demand remuneration from the client for the services rendered until the effective date of the prohibition.

3. Scope of services and condition of the goods

3.1 In the case of supply contracts, the goods owed shall be of average type and quality, the yardstick being IZT's conditions and the average type and quality of its goods. Unless otherwise agreed, the characteristics of the goods shall result from the product description.

3.2 In the case of development contracts, the order confirmation or a binding offer shall describe the task with regard to the specific application purpose, the content and scope of the work, the processing period and the development objective.

3.3 In the case of the provision of software solutions, the contracting parties agree that it is not possible to develop software programs in such a way that they are error-free for all application conditions. IZT guarantees the functionality of the software program in the version provided to the client. However, IZT shall only be liable for the suitability of the program for the customer's purposes if IZT has assured this at least in text form. It is the responsibility of the customer to check its own software for its own purposes before concluding the contract. The assurance of features and possible uses shall only be binding if IZT has assured them at least in text form. With the purchase of the software the client only receives ownership of the physical data carriers, the packaging, the manual and other related material in text form.

3.4 Software maintenance shall be provided by IZT in accordance with the state of the art and in such a way that it is oriented towards the interests of all software users. For software maintenance, IZT shall perform the services listed in the software maintenance contract and in the respective order confirmation.

4. Prices and terms of payment

4.1 Unless otherwise agreed, all prices are "exw" or "ex works" (in accordance with INCOTERMS as amended from time to time) excluding value added tax, transport, insurance, customs duties and other charges. For serial products (up to € 50 net) shipped in standard packaging, the cost of packaging is included in the price. Otherwise, the packaging will be charged separately.

The above provision shall also apply if "FCA Headquarters IZT" is agreed for a delivery.

4.2 In the case of development contracts, the remuneration shall in principle be a fixed price, unless the applicability of clauses 4.3. and 4.4. is agreed in individual cases or the invoicing is expressly based on time and effort with a cost ceiling. IZT shall notify the client immediately if it is foreseeable that the development result cannot be achieved with the agreed remuneration. The parties shall then reach an amicable settlement.

4.3 IZT shall be entitled to unilaterally increase the remuneration accordingly in the event of an increase in material manufacturing and/or material or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties and/or public levies, if these directly or indirectly influence the goods manufacturing or procurement costs or costs of IZT's contractually agreed services. An increase in the aforementioned sense is excluded to the extent that the cost increase in any or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors in relation to the total cost burden for the delivery. If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the Customer as part of a price reduction.

4.4 If, after IZT has been commissioned to perform a contract, it becomes apparent that one or more components with direct or indirect relevance to the functionality of the respective goods cannot be obtained from a supplier within 90 days, IZT shall notify the customer thereof without delay, stating the component or components that cannot be supplied as well as the associated additional costs (hereinafter: "**Additional Costs**") compared to the original net order volume of the contract, at least in text form, and shall be unilaterally entitled to carry out a redesign of the goods. If the new price - consisting of the original net order volume and the additional costs (hereinafter: "**Total Price**") - is twenty (20) percent or more higher than the original net order volume, the Parties shall mutually agree on a settlement which shall in particular take into account the previous effort of IZT and the previous degree of completion of the respective goods.

4.5 The statutory value added tax is not included in the prices. It shall be shown separately in the invoice at the statutory rate on the date of invoicing. In the case of deliveries and services within the European Union, the Customer shall provide IZT with a VAT identification number in good time before the agreed delivery date as proof of VAT exemption; otherwise IZT shall be entitled to charge the statutory VAT.

4.6 Unless otherwise stated in the order confirmation, the price shall be due for payment net (without deduction) within 30 days of the invoice date. The date of payment of the price is material to the contract. The deduction of cash discount requires separate agreement at least in text form.

4.7 IZT shall be entitled to demand an irrevocable letter of credit from a major bank or public savings bank domiciled within the European Union as security for the payment of the agreed price. The documentary letter of credit must also permit payments for partial deliveries. The costs of the letter of credit shall be borne by the Customer.

4.8 If the client does not pay by the due date, IZT shall be entitled - irrespective of any other rights or remedies to which it is entitled,

a) terminate the Contract or suspend any further provision to the Customer; b) at its sole discretion, allocate any payments made by the Customer to the Goods in question (or to the Goods provided under any other contract between the Customer and IZT) and charge the Customer (before and after any judgment) interest on the unpaid amount at the rate of two (2) percent per month (24% per annum) until payment is made in full (a partial month being treated as a full month for the purposes of calculating interest).

4.9 IZT shall be entitled to offset payments made by the customer first against the customer's older debts, unless the customer provides understandable reasons for a different redemption provision.

4.10. IZT shall be entitled to withdraw from the contract and claim damages under the conditions of § 321 BGB (German Civil Code) in the event of a deterioration in the performance of the customer becoming apparent after conclusion of the contract, which endangers its claim to counter-performance. This shall apply in particular if an application is made to open insolvency proceedings.

4.11. The customer may only offset against claims of IZT if the customer's claim is undisputed, acknowledged or legally established. The client shall only be entitled to a right of retention insofar as its counterclaim is based on the same contractual relationship.

4.12. Payments by the client must be made to the bank account specified by IZT. It is the responsibility of the customer to ensure that the respective payment is made to the correct bank account of IZT as well as to verify the account details of IZT and the identity of persons or organizations claiming to act on behalf of IZT.

5. Time of delivery and performance, delay, partial deliveries

5.1 The dates and deadlines specified by IZT are non-binding unless they are expressly designated as binding at least in text form.

5.2 Compliance with binding dates and deadlines shall be subject to the condition that all documents or other services to be supplied by the customer are provided in due time and properly. Delivery deadlines shall be deemed to have been met if IZT has repaired the goods within the agreed period or has made them available for collection by the customer or its agent.

5.3 If IZT recognizes in the case of development contracts that the envisaged processing period is not sufficient, it shall submit proposals for changes to the customer, stating the reasons, at least in text form, as the basis for a mutually agreed extension of the processing period.

5.4 Delays in delivery and performance due to force majeure pursuant to Section 11.2 or other events for which IZT is not responsible shall extend the agreed deadlines appropriately. IZT shall inform the customer immediately about such an event.

5.5 If IZT is in default, the customer may - if he can prove that he has suffered damage - claim compensation for each completed week of the delay within the framework of a lump-sum compensation for delay amounting to 0.5 %, in total a maximum of five (5) % of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. For the assertion of further claims for damages, the limitations of liability pursuant to Section 10 shall apply.

5.6 In the event of a delay in performance, the client may only withdraw from the contract within the framework of the statutory provisions, insofar as IZT is responsible for the delay. At the request of IZT, the customer shall be obliged to declare within a reasonable period of time whether it will withdraw from the contract due to the delay or insist on its fulfillment.

5.7 Partial deliveries shall be permissible insofar as they are reasonable for the customer.

6. Transfer of risk

6.1 If the INCOTERMS "Ex Works" have been agreed, the risk of damage and loss shall pass to the customer as soon as IZT has informed the customer that the goods are ready for collection at the factory premises. If the INCOTERMS "FCA" has been agreed upon, the risk of damage and loss shall pass to the customer as soon as IZT hands over the goods to the carrier commissioned by the customer at the named place.

6.2 IZT shall not accept any claims regarding transport damage unless IZT is informed of this at least in text form within three (3) working days from the time of provision.

6.3 Subject to IZT's compliance with the obligation to inform according to clause 6.2 and only if IZT has agreed to a delivery to another place instead of a provision at its business

premises, IZT shall repair or replace (at its own discretion) the goods lost or damaged during transport free of charge. If IZT repairs or replaces the goods in accordance with this condition, the customer assigns to IZT (if applicable) any rights it may have against carriers or third parties in respect of the damage or loss.

6.4 If IZT has issued waybills, IZT shall, at the instruction and expense of the principal, take out its insurance for loss or other risks and, on receipt of a claim for damages from the principal, shall take all reasonable steps (on terms reasonably acceptable to IZT) to recover from the insurers any loss or damage for which they may be liable.

7. Rights of use

7.1 The Customer shall receive a non-exclusive right of use to the results, industrial property rights and applications for industrial property rights created during the development in accordance with the terms of reference.

7.2 Furthermore, the customer shall receive a non-exclusive right of use to the copyrighted results and know-how created during the execution of the order.

7.3 If already existing copyrights and industrial property rights of IZT are used and if these are necessary for the exploitation of the development result by the client, the client shall receive a non-exclusive right of use.

7.4 The granting of exclusive rights of use shall only take place on the basis of a separate agreement, at least in text form.

7.5 The customer acknowledges that software from IZT is protected by copyright. Rights of use to software solutions from IZT shall be granted to the customer in each case to the extent of the special license provisions enclosed with the software product and/or the provisions regulated in the software maintenance agreement.

8. Warranty for material defects

8.1 The customer's rights due to defects in the delivered goods or services shall require that the customer inspects the goods or services immediately after delivery by IZT, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, notifies IZT immediately. Insofar as defects are recognizable upon delivery, these must be notified to IZT immediately, at the latest, however, 14 days after arrival of the goods or service at the customer's premises, at least in text form. If the client fails to notify IZT, the goods or services shall be deemed to have been approved, unless the defect was not recognizable during the inspection. Defects which were not recognizable upon delivery shall be notified immediately upon their recognition; otherwise the goods or services shall be deemed approved also in view of such defect. The timely dispatch of the notification shall be sufficient to preserve the rights of the client. If IZT has fraudulently concealed the defect, IZT may not invoke this provision.

8.2 In the event of a defect in the goods or services rendered, IZT shall be obligated, at its discretion, to provide subsequent performance in the form of rectification of the defect or delivery of a new item free of defects or provision of a service free of defects. Any further warranty rights to supplementary performance, reduction of the price, withdrawal from the contract or compensation for damages shall be excluded, unless supplementary performance does not take place despite the setting of a reasonable period of grace, has

failed, has been seriously and finally refused by IZT, it is unreasonable for the customer, or there are special circumstances which, after weighing up the interests of both parties, justify the immediate assertion of a claim for damages (§§281 Para. 2, 323 Para. 2 BGB). Clause 10 shall apply to any claims for damages.

8.3 In the event of rectification of defects, IZT shall bear all expenses necessary for the purpose of rectification of defects, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the item was transported to a location other than the registered office of the customer or the agreed place of delivery/service, unless the transport corresponds to the intended use.

8.4 Warranty rights shall not exist in the case of only insignificant deviations from the agreed quality and in the case of only insignificant impairment of usability.

8.5 Quality specifications and agreements do not constitute a guarantee unless this is expressly agreed at least in text form. Any agreed warranty shall be given with the proviso that in the event of a warranty claim the legal consequences described in this Section 8 shall apply conclusively.

8.6 Warranty rights and claims due to defects shall become statute-barred twelve (12) months after the statutory commencement of the limitation period. This shall not apply in the case of injury to life, body or health, in the case of grossly negligent or intentional breaches of duty or in the case of fraudulent concealment of a defect. The statutory provisions on the limitation of defects of a building or of goods which have been used for a building in accordance with their customary use and have caused its defectiveness as well as the statutory provisions on the limitation of claims under a right of recourse (§ 479 BGB), suspension of expiry, suspension and recommencement of the periods shall remain unaffected.

8.7 The customer shall only have a right of recourse against IZT in accordance with §§ 478, 479 BGB (German Civil Code) insofar as the customer has not made any agreements with its customer that go beyond the statutory claims for defects. Clause 8.3 shall apply accordingly to the scope of the customer's right of recourse against IZT in accordance with § 478 Para. 2 BGB. The customer shall notify IZT without delay if its customers assert warranty claims which the customer cannot satisfy itself by subsequent performance, so that IZT can provide the corresponding goods or subsequent performance. If the notification is not made and the subsequent performance in the relationship between the customer and its customer therefore fails, the customer may nevertheless proceed by way of recourse only in accordance with the provision in clause 8.2.

9. Warranty due to defects of title

9.1 Unless otherwise agreed, IZT shall be obliged to provide the delivery free of industrial property rights and copyrights (hereinafter: "**property rights**") only in the country of the place of delivery. If a third party raises justified claims against the customer due to the infringement of property rights by deliveries/services provided by IZT and used in accordance with the contract, IZT shall be liable to the customer within the period specified in clause 8.6 as follows:

9.1.1 IZT shall, at its discretion and at its expense, either obtain a right of use for the supplies/services concerned, modify them so that the property right is not infringed or replace them. If this is not possible for IZT under reasonable conditions, the customer shall be entitled to the statutory warranty rights. 9.1 2.

9.1.2 The aforementioned obligations of IZT shall only exist insofar as the customer immediately notifies IZT of the claims asserted by third parties at least in text form, does not acknowledge an infringement and IZT reserves the right to all defensive measures and settlement negotiations. If the customer discontinues the use of the delivery for reasons of mitigation of damages or other important reasons, it shall be obliged to point out to the third party that the discontinuation of use does not imply any acknowledgement of an infringement of property rights.

9.2 Claims of the Customer shall be excluded insofar as the Customer is responsible for the infringement of the property right.

9.3 Claims of the customer shall also be excluded if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by IZT or by the fact that the delivery is modified by the customer or used together with products not supplied by IZT.

9.4 In the event of infringements of industrial property rights, the provisions of Clause 8.2 shall apply accordingly to the claims of the customer regulated in Clause 9.1.1.

9.5 In the event of other defects of title, the provisions of Section 8 shall apply accordingly.

9.6 Further or other claims of the client against IZT and its vicarious agents due to a defect of title than those regulated in these points shall be excluded.

9.7 The above provisions shall not entail a change in the burden of proof to the disadvantage of the client.

10. Liability and compensation

Unless a deviating liability provision has been made elsewhere in these terms and conditions, IZT shall only be obligated as follows to compensate for damage incurred by the customer directly or indirectly as a result of a delay on the part of IZT, a defective delivery/service or for any other legal reasons attributable to IZT:

10.1 A liability for damages shall in principle only exist if IZT is at fault for the damage caused by it or if it is responsible for a breach of duty.

10.2 Liability for damage caused by improper use of the delivery/service shall be excluded.

10.3 Claims for compensation for damages other than those resulting from injury to life, limb or health shall only exist (notwithstanding Clause 10.4) if IZT can be accused of a grossly negligent or intentional breach of duty.

10.4 In the event of a breach of an essential contractual obligation, IZT shall also be liable for slight negligence. An essential contractual obligation is the main performance obligation or any other obligation, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the Customer regularly relies and may rely or the violation of which endangers the achievement of the purpose of the contract. In such cases, only the reasonably foreseeable damage typical for the contract shall be

compensated up to a maximum amount of EUR 2.5 million, but not any unusually arising or more remote damage, in particular no loss of profit or other financial losses of the Client. This shall also apply if a different maximum liability limit has been agreed.

10.5 If a claim is made against the client on the basis of strict liability towards third parties, IZT shall be liable to the client to the extent that it would also be directly liable. The principles of § 254 BGB (German Civil Code) shall apply accordingly to the compensation of damages between the client and IZT. This shall also apply in the event of a direct claim against IZT.

10.6 Claims of the client shall be excluded to the extent that the damage is due to breaches of duty attributable to the client. IZT shall be liable for measures taken by the customer to avert damage insofar as it is legally obligated to do so.

10.7 The customer shall inform and consult IZT immediately and comprehensively if he wishes to make a claim against it in accordance with the above provisions. He shall give IZT the opportunity to investigate the case of damage. The contracting parties shall agree on the measures to be taken, in particular in settlement negotiations with third parties.

10.8 In determining the amount of damages, the economic circumstances of IZT, the type, scope and duration of the business relationship as well as the value of the delivered goods shall be reasonably taken into account in good faith in favor of IZT.

10.9 The liability of the legal representatives as well as the vicarious agents and assistants of IZT shall be limited in the same way as the liability of IZT in accordance with the above provisions.

10.10. The above provisions shall not entail a change in the burden of proof to the disadvantage of the customer. Furthermore, the liability of IZT under non-mandatory law, in particular under the Product Liability Act, shall remain unaffected.

11. Impossibility, force majeure

11.1 Insofar as the delivery/service is impossible, the customer shall be entitled to claim damages, unless IZT is not responsible for the impossibility. The client's claim for damages shall be limited to 10% of the value of that part of the delivery/service that cannot be provided due to the impossibility. This limitation shall not apply if liability is mandatory in cases of intent, gross negligence or injury to life, body or health. This does not imply a change in the burden of proof to the disadvantage of the Customer. The Customer's right to withdraw from the contract shall remain unaffected.

11.2 In the event of force majeure, this provision shall apply with priority.

Definition of Force Majeure

Force majeure" shall mean all events beyond the control of the contracting parties which are unforeseeable, unavoidable and insurmountable and which prevent full or partial performance of the contract by one of the contracting parties. Such events include, but are not limited to, earthquakes, hurricanes, pandemics, epidemics, floods, fires, embargoes, export controls, war, strikes, riots, supply chain disruptions, governmental actions, cyber attacks, changes in law, changes in the application of law, or circumstances that cannot be foreseen, prevented, or controlled, as well as circumstances recognized in general international business practice as force majeure. Force majeure need not have actually rendered the performance of the contract impossible. It is sufficient that the event of force majeure has made the performance of the contractual obligation more economically

burdensome if the effect on the performance of the contract is as serious as a case of actual impossibility, according to common sense.

Consequences of Force Majeure:

(a) In the event of Force Majeure, the affected contractual obligations of a Party shall be suspended for the period of delay caused by the Force Majeure Event and automatically renewed for a period equal to the suspension, without penalty or liability (see Section 5.4).

(b) The Party claiming Force Majeure shall promptly notify the other Party thereof at least in text form and provide within fifteen (15) days sufficient evidence of the existence and duration of the Force Majeure. The Party claiming Force Majeure shall also use all reasonable efforts to bring the Force Majeure to an end.

(c) In the event of Force Majeure, the Parties shall promptly consult with each other to find a mutually agreeable solution and shall use all reasonable efforts to minimize the consequences of the Force Majeure.

12. Retention of title

Until all claims to which IZT is entitled for any legal reason against the customer and its group companies now or in the future have been satisfied, IZT is granted the following rights:

12.1 The goods shall remain the property of IZT (hereinafter: "**reserved goods**"). The customer shall store IZT's goods subject to retention of title on a trust basis as custodian free of charge for IZT. The customer shall store the goods (free of charge for IZT) separately from all other goods of the customer or of third parties in a manner in which they are easily recognizable as the property of IZT. The principal shall not destroy any identifying marks or packaging on or in connection with the goods and shall not make the same unrecognizable or illegible. The principal shall maintain the goods in satisfactory condition and shall maintain insurance on behalf of IZT for the goods against all risks in full and to the reasonable satisfaction of IZ. The principal shall provide IZT with the insurance policy upon request.

12.2 The Customer shall only acquire rights of use pursuant to Section 7 upon payment in full.

12.3 Pledges or transfers of ownership by way of security are not permitted. The receivables arising from the resale or other legal grounds with regard to the goods subject to retention of title shall already now be assigned by the customer to IZT in full by way of security. IZT accepts the assignment. IZT revocably authorizes the customer to collect the claims assigned to IZT for its account in its own name. Notwithstanding IZT's right to object, the direct debit authorization shall become ineffective if one of IZT's claims against the customer has not been fulfilled after the due date.

12.4 If IZT loses ownership of the reserved goods by incorporating them into another item, the customer shall transfer co-ownership of the new item to IZT in proportion to the value of the reserved goods to the value of the new item.

12.5 In the event of access by creditors of the customer or by unauthorized third parties to the goods subject to retention of title, the customer shall draw attention to the ownership of IZT and notify it immediately.

12.6 If the value of all security rights to which IZT is entitled exceeds the amount of all secured claims by more than 20%, IZT shall, at the request of the customer, release a corresponding part of the security rights at its discretion.

12.7 In the event of breaches of duty by the customer, in particular in the event of default in payment, IZT shall be entitled, after the unsuccessful expiry of a reasonable deadline set for the customer to perform, to withdraw from the contract and to take back the goods subject to retention of title. The statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer shall be obliged to surrender the goods. If IZT has withdrawn from the contract, it shall be entitled to enter the rooms in which the reserved goods are stored for the purpose of taking them back. IZT may demand the assignment of the customer's claims for surrender against third parties after withdrawal.

12.8 The right of the buyer to possession of the goods shall end immediately if:

- a) insolvency proceedings are pending against the principal; or
- b) the Principal enters into an agreement or settlement with its creditors, or
- c) otherwise takes advantage of a currently applicable legal provision for the discharge of illiquid debtors; or
- d) the principal (being a legal entity) calls a meeting of creditors (whether formal or informal); or
- e) the principal seeks a winding up of the business (whether voluntary or compulsory), other than a voluntary winding up for the purpose of a reorganization or merger; or
- f) the principal ceases to carry on a trade; or
- g) the Customer pledges or otherwise encumbers the Goods.

12.9 In the event that the retention of title pursuant to the above provisions cannot be effectively agreed under the laws of the country in which the goods are located, the customer and IZT shall agree on a corresponding security, which shall take into account the form and content of the laws of the corresponding country. The principal shall support IZT in every way in all actions that are necessary to achieve the purpose of the security.

13. Export license

13.1 The customer undertakes to export the goods and technologies supplied by IZT to a country outside the country declared by the customer to IZT as the intended country of use or to use them in a country outside the country declared by the customer to IZT as the intended country of use only with the express permission of IZT, at least in text form, and in compliance with the relevant export regulations.

13.2 The Customer undertakes to comply with the relevant provisions of European as well as national foreign trade law, including embargo regulations and all other applicable export restrictions, if any, imposed by the authorities of the country to which the goods are delivered (in case of export of goods from IZT after delivery to a specified destination).

13.3 If export or import restrictions are imposed or export or import licenses are cancelled, withdrawn or not renewed, the principal shall pay for all goods already delivered at the contractual price and payments already made may be used by IZT for claims or demands made or for losses incurred as a result.

13.4 The principal undertakes to impose the aforementioned obligations on its customers in the same manner.

13.5 Should the export or other transactions by IZT require the approval of the competent authority, the contract shall be deemed concluded under the condition precedent that such approval is granted. Otherwise, the force majeure provision under clause 11.2. shall apply in addition.

14. Secrecy, data protection

14.1 IZT and the client shall not disclose to third parties any information of a technical or business nature that has been mutually communicated and declared to be confidential for the duration and after termination of the contractual relationship. This shall not apply to information which is generally accessible or which IZT or the client have waived at least in text form.

14.2 The data of the client required for IZT's business activities shall be used exclusively for joint business matters and shall not be accessible to third parties.

15. Special conditions

15.1 Unless expressly agreed in accordance with this Condition 15, the Goods shall be provided exw (Ex Works).

15.2 Notwithstanding Clause 15.1, IZT and the Customer may agree that one of the other INCOTERMS conditions shall apply to the contract ("**Special Conditions**"). In doing so, IZT cannot be deemed to have agreed to any of these Special Conditions, unless the respective condition from the INCOTERMS as amended from time to time is clearly and expressly stated in IZT's offer or order confirmation.

15.3 If IZT agrees to a place of delivery which is not on IZT's premises, but the contracting parties have not agreed on any INCOTERM term other than exw, the contracting parties shall be deemed to have agreed that the goods shall be provided cfr (cost and freight) / cpt (freight paid by) or - if insurance has been taken out - as cif (cost, insurance and freight) /cip (freight and insurance paid by) at the agreed destination, and the Customer shall reimburse IZT for the charges for transport, packaging and insurance in addition to the price of the goods.

15.4 In the event of any conflict or discrepancy between these Conditions and the meaning of exw (Ex Works) in INCOTERMS, these Conditions shall prevail. In the event of any conflict or discrepancy between these Conditions and any agreed special condition, the meaning of the special condition in the INCOTERMS shall prevail.

16. Applicable law, place of jurisdiction, arbitration agreement, partial invalidity

16.1 The entire legal relationship between IZT and the Client shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of its rules of reference of private international law. The application of the CISG (The United Nations Convention On Contract For The International Sale Of Goods) is also excluded.

16.2 The place of performance shall be Erlangen.

16.3 If the client is a merchant and has its registered office within the European Union or the European Economic Area, Erlangen shall be the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, IZT shall also be entitled to sue the client at any other statutory place of jurisdiction.

16.4 If the Client has its registered office outside the European Union or the European Economic Area, the contracting parties agree that all disputes arising from or in connection with the contracts concluded between the parties or concerning the validity of the contracts shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitration proceedings shall be conducted in the English language

16.5 If any provision of these Terms and Conditions or any provision of any other agreement between the contracting parties is or becomes invalid, the validity of all other provisions or agreements shall not be affected thereby. The contracting parties undertake to agree on a legally effective provision for the ineffective contractual provision, which in its economic effects comes as close as possible to the regulatory content of the ineffective contractual provision. The client declares that he has taken note of the above conditions and agrees to their validity.