

## GENERAL TERMS AND CONDITIONS

### § 1 Scope

The following terms and conditions apply to all business transactions of Tablo Design GmbH (hereinafter referred to as „Agency“). They are the sole basis of all contracts, services and offers of the agency and also apply to all future business relations, even if they are not expressly agreed again. Deviating terms and conditions of the business partners will only become part of the contract if expressly agreed in writing by the agency. These terms and conditions also apply if the agency, in the knowledge of conflicting conditions of the customer deviating from these terms and conditions or not regulated in these terms and conditions, performs the services to the customer without reservation, or if the customer in his inquiry, offer or in his Order refers to the validity of its General Terms and Conditions and the Agency does not expressly object.

### § 2 Subject of the service

Offers are non-binding. They are valid for 30 days from the date of the offer. Collateral agreements are only effective if confirmed in writing.

A contract is concluded between the parties if the customer accepts the offer verbally, in writing or conclusively by the use of the services of the agency.

The scope and content of the services result from the written offers of the agency, unless the customer and the agency have reached a different agreement.

Changes in the scope or content of the services may also be recorded in a meeting minutes. If a meeting protocol and an updated offer relating to the same change in the scope or content of a service are in conflict, the contents of the offer shall apply unless the parties have made a different agreement.

In connection with its services, the Agency does not undertake any legal or in particular competition-related examination or consultation. A liability of the agency does not exist.

### § 3 Terms of payment

Agreed prices are net prices, to which the applicable value added tax is added. Customs duties or other duties, including subsequent charges, will be invoiced separately by the agency to the customer.

The remuneration is due at the latest on acceptance of the service, the product or the work. Invoices of the agency are due according to the invoice. The deduction of discount requires a special written agreement. The agency reserves the right to pre-invoice.

Unless the parties have made a different agreement, the customer shall bear all sample, packaging and transport costs (packaging, freight, postage, insurance, etc.). These will charge the agency separately to the customer.

If the ordered work, products or services are accepted in parts, a corresponding partial compensation is due upon acceptance of the product / service. For third-party services, the agency is entitled to demand advances from the customer.

The customer is only entitled to set-off rights if his counterclaims are legally established, undisputed or recognized by the agency. The customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

The use of artistic services of the agency may be subject to social contributions. For this, the artist's social contribution is payable separately. The obligation to grant the artist's social contribution results from the currently valid information document on the artist's social contribution and its paragraphs.

The preparation of drafts, products and services, which the agency provides for the client, are subject to charge, unless otherwise agreed in writing. If the customer after the delivery of the drafts, which are part of every design contract, no rights of use or claims for another provider, the remuneration for the drafts and other services or external services that are in the context of the drafts, and the Agency are already billed, or will, in any case, to pay. In this case, the compensation corresponds to 50% of the total performance in terms of concept, layout, layout and programming plus other services or external services.

If no compensation has been agreed for a service or partial service, the agency-specific fee applies. Agreed fringe benefits and costs incurred by the agency as agreed shall be borne by the customer, unless otherwise stipulated. Price increases after conclusion of the contract, which are based on fluctuations in exchange rates, wage or material price increases, can be passed on to the customer.

If an order extends over a longer period of time (from 31 calendar days) or requires high financial advance payments from the agency, the remuneration for the services will be charged at the end of each month or by appointment.

Default of payment occurs automatically if the payment date stated in the invoice is exceeded without prior warning. In the event of late payment, the agency is entitled to withdraw from the contract immediately without any special, prior announcements. In such cases, without any special request, all claims of the Agency against the customer will become due immediately in one amount.

In case of late payment, the Agency may also impose a delivery, performance and / or production stop.

A notification of insolvency entitles the Agency to withdraw from the contract with the client without notice.

The agency is entitled to default in payment, interest in the amount of nine percentage points above the base rate, acc. § 288 (2) BGB, to be charged from late payment.

#### **§ 4 Termination of the contract**

If the customer refuses unlawful, serious and final performance of the contract or acceptance of the contractual services, or terminates the contract without reasonable justification for such termination, the agency is entitled to

a) request the agreed remuneration; less the savings due to premature termination or

b) to insist on the performance of the contract or

c) to claim compensation for non-performance of 20% of the agreed fee for the costs incurred by the processing of the order and for lost profit. In such a case, the customer is entitled to prove that no damage or significantly less damage has occurred at all; the agency reserves the right to assert a proven higher damage.

#### **§ 5 Assignment**

The assignment of claims against the Agency is only permitted with the prior written consent of the Agency. There is no entitlement to such approval. § 354 a HGB remains unaffected.

#### **§ 6 Retention of title**

Services, rights of use and delivered goods remain the property of the agency until full payment. In the case of access by third parties to the reserved goods, the customer must point out the ownership of the agency and notify the agency immediately. For current accounts, the reserved property is deemed to be a security of the balance. However, the resale of our goods and services in the case of unpaid bills may take place. However, the customer's income from the resale of our unpaid goods or services must be assigned to the Agency up to the amount of the invoice.

6.1. We reserve the ownership of the delivery / service items („Reserved Delivery - Reserved Service“) until the receipt of all payments from the business relationship with the contractor. The retention of title also extends to the recognized balance, insofar as we book claims against the contractual partner in current account (current account reservation). If a reciprocal liability on our part is justified to effect the payments to be made to us for the reservation delivery / service, the retention of title shall not cease before the expiry of our mutually agreed liability; If the check-bill procedure is agreed with the contract partner, the reservation also extends to the redemption of the bill accepted by us by the contracting party and does not expire by crediting the check received with us.

6.2. The contracting party is entitled to resell the reservation delivery in the ordinary course of business; However, he already now assigns to us all claims in the amount of the billing

Final amount (including VAT) of our claims arising from the resale against its customers or third parties. If the contracting party ceases the receivables resulting from a resale of the conditional supply into a current account relationship existing with its customer, the current account claim is assigned to the amount of the recognized balance; The same applies to the „causal“ balance in the event of insolvency of the contracting party. The contractual partner is also authorized to collect the assigned claims after their assignment. Our power to collect the receivables ourselves remains unaffected, subject to the provisions of insolvency law; However, we undertake not to collect the claims as long as the contracting party does not breach its contractual obligations, in particular duly fulfills its payment obligations, does not default in payment, has not filed an application for insolvency proceedings or has not suspended payments.

The transfer of ownership or pledging shall not be covered by the power of disposal of the contracting party.

6.3. If our obligation according to above no. 6.2. We are entitled, subject to the provisions of insolvency law, to revoke the right of resale and to demand the assignment of the restitution claims of the contracting party against third parties or to withdraw the conditional supply after a reasonable period has expired. The contracting party is obliged to surrender; a right of retention by the contracting party can not be asserted against this right of surrender. The withdrawal of the reserved goods by us is a withdrawal from the contract.

We reserve the right to exploit the reservation of supply that has been withdrawn for the aforementioned reasons - subject to prior notification of insolvency law - after prior warning and after setting a deadline; the proceeds of the realization shall be credited against the liabilities of the contracting party, less reasonable exploitation costs. Under the conditions that entitle us to revoke the contractual partner's right of resale, we may also revoke the collection authorization and demand that the contracting party notifies us of the assigned claims and their debtors, provides all information necessary for collection, provides the related documents and the debtors (Third party) notifies the assignment.

- 6.4. In the event of damage or loss of the reservation as well as changes of possession and dwelling, the contractual partner must notify us immediately in writing. The same applies to seizures or other interventions by third parties, so that we can bring an action in accordance with § 771 ZPO. Insofar as the third party is unable to reimburse us for the court and out-of-court costs of a claim in accordance with § 771 ZPO, the contracting party is liable for the loss incurred by us. If the release of the reservation delivery is achieved without a process, the resulting costs may also be charged to the contracting party, as well as the costs of the return of the seized reserved goods delivery.
- 6.5. The processing or transformation of the reservation delivery by the contractual partner is always carried out for us. If the conditional supply is processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion of the value of the reserved delivery (final invoice amount including value added tax) to the value of the other processed items at the time of processing or transformation, Incidentally, the same applies to the thing resulting from processing or transformation as to the reservation of supply. The contracting party shall be granted a right of entitlement commensurate with his entitlement to the conditional supply on the item resulting from processing or transformation.
- 6.6. If the reservation delivery is inseparably merged or combined with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion of the value of the reserved delivery (final invoice amount including VAT) to the value of the other mixed or linked items at the time the mixture or compound. If the mixing or combination takes place in such a way that the object of the contracting party is to be regarded as the main item, it is deemed agreed that the contracting party assigns proportional co-ownership to us. The contracting party holds the sole ownership or co-ownership for us.
- 6.7. Upon resale of our conditional delivery after processing or reshaping, the contracting party hereby assigns to us its claims for compensation amounting to the final invoice amount (including value added tax) of our claims as security. If we have due to the processing or transformation or the mixing or combination of the reservation of supply with other, not belonging to us objects only co-ownership in accordance with the above clause. 6.5. or 6.6. acquired, the compensation claim of the contract partner shall only be assigned to us in advance in proportion to the final amount calculated by us for the retention of title including value added tax to the final invoice amounts of the other objects not belonging to us. Incidentally, the above-mentioned claims apply to the claims assigned in advance. 6.2. to 6.4. corresponding.
- 6.8. If the retention of title or the assignment according to foreign law, in the area of which our conditional delivery is located, is ineffective, then the retention of title and the assignment in this area of law shall be deemed agreed. If the co-operation of the contracting party is necessary for the creation of such rights, it is obliged to take all measures necessary for the establishment and maintenance of such rights at our request.
- 6.9. The contracting party is obliged to treat the reserved goods with care and to maintain them at its own expense; in particular, the contracting party is obliged to insure the retention of title at its own expense in our favor to the value of new value against theft, robbery, burglary, fire and water damage. The contractual partner hereby assigns to us any insurance claims arising from this with regard to the conditional delivery. We accept the assignment. In addition, we reserve the right to assert our claims for performance or damages.
- 6.10. The contracting party also assigns to us the claims to secure our claims against him, which accrue to a third party as a result of the combination of the conditional delivery with a plot of land.
- 6.11. We undertake to release the securities to which we are entitled at the request of the contracting party to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is our responsibility.

## **§ 7 special services and additional costs**

Special services, such as the revision or change of pure layouts, manuscripts, concepts, performance processes, etc., which are requested by the customer due to changes in the order / contract contents, are calculated according to the time required and according to the price scale of the order. The agency is entitled to order the third-party services necessary for the fulfillment of the contract in the name and for the account of the client. The client gives the agency corresponding powers. Insofar as, in individual cases, contracts for third-party services in the name and for the account of the agency are concluded, the client undertakes to indemnify the agency internally from all liabilities arising from the conclusion of the contract. This includes in particular the assumption of costs. The agency charges a fee for the handling and coordination of third-party services i.H. of 15% of the order volume of the outsourced services. Expenses for additional technical costs as well as material costs, especially for special materials, for the production of models, photos, proofs, interim recordings, reproductions, typesetting

and printing are to be reimbursed by the client.

Travel expenses and travel expenses incurred in connection with the contract and agreed with the client or deemed necessary are to be reimbursed by the client.

#### **§ 8 Correction, production, production monitoring, production management and sample pattern**

The production, monitoring and management by the Agency takes place only on the basis of special agreements and contracts. In the event of the assumption of any kind of production services, the Agency is entitled, at its own discretion, to make the necessary decisions and give appropriate instructions. In addition, the client has the option to define production processes in detail or in detail and to declare them in writing as part of the production service after consultation with the agency. Of all duplicated and created by the agency work, the client leaves the agency up to 10 flawless copies free of charge. The Agency is entitled to use these samples for the purpose of self-promotion. The agency is also entitled to use copies of created print and electronic media for reference purposes in own presentations as well as clients, unless otherwise agreed in writing, from the time the order is executed publicly. Before the execution of reproductions of products created by the Agency by companies other than the Agency itself, the Agency shall be provided with proof of correction. The customer receives a proof copy from the agency after the creation of his commissioned graphic services. This is to be checked by the customer for correctness of the information listed therein as well as typing errors. Improvements and changes are to the agency immediately and within a period of max. 5 working days to display or to send. After changing the template, the customer will receive a proof copy again if requested. This must also be checked and sent back. In the case of a color proof, the colors are not color-compatible for printing due to technical reasons. The customer receives for the return of the proof deduction a period of 5 working days. If no proof copy is received by the agency up to this point, then this is considered error-free. The liability for the accuracy of the template is ultimately the customer. If the customer does not want proof proof, he is also liable for correctness and typing errors.

#### **§ 9 Terms of Service / Liability for Defects**

Services:

The agency undertakes to carry out the order with the greatest possible care, in particular to carefully treat the templates, films, work data, internal company documents, etc. provided to it. The characteristics listed in our specifications describe the characteristics of our services comprehensively and conclusively. The descriptions of our services are in doubt subject to quality agreements and not guarantees or assurances. Declarations on our part in connection with this contract do not contain any guarantees or assurances in the sense of a tightening of liability or assumption of a special obligation to pay. In case of doubt, only express written declarations by us in relation to the submission of warranties and assurances are authoritative. A dissemination of information and documents transmitted to third parties is only permitted after separate and written approval by the client or is only permissible if it requires the proper execution of the order. The agency is liable for damages incurred only in cases of intent and gross negligence. Any compensation exceeding the value of the order is excluded. With the approval (written or oral) by the client of proofs, drafts, clean executions, pure layouts, texts, electronic media and concepts, which the agency provides to the client for checking / correction, the latter assumes the responsibility for the correctness of words and pictures (also in content). The agency is not liable for the drafts, texts, clean executions, electronic media, concepts and products released by the client. Should the agency be called on the use of data provided by the customer of third parties in court or out of court, so the client declares today legally binding to keep the agency completely harmless and indemnify and replace all costs after the first request of the agency. Complaints - regardless of their nature - must be made in writing to the Agency within 5 working days of delivery of the work or notification / transmission / execution of a service. Thereafter, the work / performance is considered to be free from defects. Complaints after this deadline, especially in case of obvious defects, may be rejected by the Agency. The use of the defective goods may not take place until clarification. Color-binding templates require the use of circulation paper and overlay machines. The client must always check the contractual conformity of the delivered goods as well as pre-and intermediate products sent for correction without delay. The risk of any errors passes to the client with the readiness for printing. In the case of color reproductions, slight deviations between proofs and the print run as well as within the print run shall be deemed agreed up to a tolerance of +/- 15% of the full-tone density value. Proofs, wax prints, cromalines, colored laser prints and other simulations of the printed image are never color accurate. Jobs with these templates are processed according to standard printing standards. Upon publication of print and e-media (in particular advertisements, radio commercials, television and cinema spots), all liability issues of the agency with regard to the flawless publication shall be transferred to this company after the order has been placed with the executing company. In case of improper or omitted publication of the media due to technical or organizational errors, negligence, etc. of the publishing company, this shall be liable for all resulting claims on the part of the client existing towards the agency.

Deliveries:

There is no guarantee for damages for the following reasons: inappropriate or improper use or operation, faulty installation by the contracting party or third parties, natural wear, faulty or negligent treatment, unsuitable equipment, replacement materials, chemical, electrochemical or electrical influences (if not from we are responsible), improper and without prior approval by us made changes or repairs by the contractor or third parties. Claims for defects of the contractual partner do not exist in the event of insignificant deviation from the agreed quality or in the event of insignificant impairment of the usability of our deliveries or services. The warranty rights of the contracting party presuppose that it has duly complied with its obligations

under Section 377 HGB to inspect and give notice of defects. Insofar as there is a defect, we are entitled, at our discretion, to remedy the defect in the form of a remedy of the defect or to deliver a new defect-free item. If either or both of these remedies are impossible or disproportionate, we are entitled to refuse them. We can also refuse supplementary performance as long as the contracting party does not fulfill its payment obligations towards us to the extent that corresponds to the defect-free part of the service provided. We are obliged to bear all expenses incurred for the purpose of supplementary performance, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the delivery was moved to a place other than the place of performance, unless the shipment corresponds to the intended use. We are entitled to have the defect rectified by third parties. Replaced parts become our property. In the event of impossibility or failure of the subsequent performance, culpable or unreasonable delay or serious and final refusal of supplementary performance by us or unreasonableness of supplementary performance for the contractor is entitled to either reduce the purchase price accordingly (reduction) or withdraw from the contract (resignation). As far as follows from para. 9.1. and no. 9.2. no other result, other claims of the contractor, which are related to defects in our deliveries and services, for whatever legal reason (in particular claims for damages due to defects and breaches of duty, tort claims for compensation for property damage and claims for reimbursement of expenses) excluded; this applies in particular to claims for damages outside the delivery items, e.g. on other things of the contracting party, as well as for the right to compensation for loss of profit.

9.1. The disclaimer set out in the previous paragraph does not apply:

For damages resulting from injury to life, body or health, which are based on a culpable breach of duty on our part, our legal representatives or our vicarious agents; for the mandatory liability under the Product Liability Act; culpable violation of a material contractual obligation or a „cardinal obligation“ by us, our legal representatives or our vicarious agents; in the absence of intentional or grossly negligent breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damage; In the case of fraudulent concealment of a defect, on the assumption of a guarantee or on the assurance of a property, if a defect of this kind triggers our liability; for another claim of the contracting party for which we, our legal representatives or our vicarious agents are responsible for compensation for the damage instead of the service; to the extent that there is no intentional or grossly negligent breach of contract, the liability for damages shall be limited in principle to the foreseeable, typically occurring damage and the amount to a total of three times the net value of the relevant business concerned. For other damages, which are based on an intentional or grossly negligent breach of duty on our part, our legal representatives or our vicarious agents; Unless there is an intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.

9.2. In the case of reimbursement of expenses, para. 9.1. corresponding. The statutory provisions on the burden of proof remain under the above provisions no. 9., in particular paragraphs 9.1. to 9.2., untouched. Claims of recourse of the contracting party against us in accordance with § 478 BGB (recourse of the entrepreneur) exist only to the extent that the contracting party has not made any agreements with his customer in excess of the legal claims for defects. Incidentally, claims arising from manufacturer recourse remain unaffected.

The dispatch of work, services, products and the dispatch of documents takes place at the risk and expense of the client. The risk passes to the customer as soon as the consignment has been handed over or handed over to the person carrying out the transport. The transport risk is also borne by the customer for partial deliveries or in the case of returns. Any transport damage must be reported to us immediately, but no later than within two days.

## **§ 10 Liability for secondary duties**

Can not due to fault of us, our legal representatives or our vicarious agents the delivered item by the contractor as a result of failure or incorrect execution of proposals and consultations prior to conclusion of contract and other contractual obligations (in particular instructions for operation and maintenance of the delivery item) not used in accordance with the contract shall be deemed to exclude further claims of the contracting party, the provisions above under deliveries accordingly.

## **§ 11 Freedom of design / rights to know-how, inventions, designs and templates**

Within the scope of the order there is freedom of design. Complaints regarding the artistic design are excluded. If the client wishes to make changes during or after the design, he has the option to have up to two change patterns completed. Any further changes will be charged at extra cost on an hourly basis. If the customer wishes to make changes to the pure design / layout after he has previously declared it to be faultless (verbally or in writing), he has to bear the additional costs. The agency retains the right to remuneration for work already started. Instead of conversion / reduction, the agency reserves the right to initially provide at most two reworks. The client assures that he is entitled to use all the templates handed over to the agency. Should he not be entitled to use contrary to this insurance, the client indemnifies the agency from all compensation claims of third parties. The client assures the agency that he has the rights to use all data provided by him (slogans, logos, pictures, videos, texts, etc.) worldwide, unrestrictedly and indefinitely.

Any secret, high-quality and advanced knowledge (know-how) and inventions and any related intellectual property rights existing in or during the performance of the contracts concluded with us are subject to separate agreement or the contracting party to the meaning and purpose of the contractual relationship entitled use or use of the delivery items - solely to us. The data and / or files resulting from the fulfillment of the contract remain the property of the agency. The agency is not obliged

to provide data and / or files to the client. If the client wishes to hand it over, this must be agreed separately and remunerated.

The contracting party agrees that we publish the name and logo of the customer as well as rendered renderings, designs and photographs of the manufactured products on a website / pages of Kling Unternehmensgruppe for retrieval by third parties and use for other advertising purposes. The consent is revocable only for good cause.

## **§ 12 Delivery and delivery deadlines**

The agency's goal is to comply as precisely as possible with all agreed order completion dates. The agency is not liable for failures and delivery difficulties of third-party services assigned in the context of order processing. The desired completion dates can only be complied with if the client provides all necessary work and documents in full on the dates specified by the contractor and complies with his obligation to co-operate to the extent required. Delivery delays and cost increases caused by incorrect, incomplete or subsequently changed information and information or documents provided can not lead to the delay of the agency. Resulting additional costs are borne by the client. Non-compliance with the deadlines, however, only entitles the customer to assert his rights under the law if he has granted the agency a grace period of at least fourteen days. This period begins with the written appointment warning in connection with a notice of default contained therein against the agency. An obligation to pay damages from the title of default exists only in case of intent or gross negligence of the Agency. Further claims are excluded. Force majeure, war, riots, strikes, lockouts and major disruptions beyond our own control extend the respective deadlines and the duration of the disruption caused by these circumstances by the duration of the performance disruptions. Unavoidable or unpredictable events - in particular delays in contractors of the agency - also release the agency from compliance with the agreed delivery date. If the execution of the order is delayed for reasons for which the client is responsible, the agency may demand a reasonable increase in the remuneration. In the case of intent or gross negligence, it can also assert claims for damages. The assertion of a further delay damage remains unaffected.

## **§ 13 Violation of the rights of third parties**

We assume no warranty that the use, installation, resale and publication of the service or delivery items does not infringe any third-party property rights; However, we assure that we are not aware of the existence of such property rights of third parties in the delivery objects.

## **§ 14 Copyright**

Sketches, designs, logos, layouts, concepts, photos, footage and all other media produced, produced or designed as a result of an order for a client are subject to the copyright of the agency. The re-use of the templates (eg as advertisements etc.) requires the written consent of the agency. All copyrights related to the delivered work of the Agency thus remain with the Agency. Only the rights of use for the purpose specified in the contract / contract pass to the client; i.e. Depending on the purpose of the contract, the spatial, temporal, media-specific and content-related scope of the right of use and the respective type of use granted are determined. Rights of use for work which has not yet been paid upon termination of the contract or which have not yet been published in the case of settlement on a commission basis shall remain with the agency subject to any other arrangements made.

## **§ 15 Limitation**

The limitation period for claims and rights due to defects in deliveries or services - for whatever legal reason - is one year; in multi-shift operation, the specified limitation period is reduced to six months. However, this does not apply in the cases of §§ 438 para. 1 no. 1, 438 para. 1 no. 2, 479 para. 1 and 634 a) para. 1 no. 2 BGB; in this respect, a limitation period of three years applies. The limitation periods according to sentence 1 also apply to all claims for damages against us that are related to the defect - regardless of the legal basis of the claim. Insofar as claims for damages of any kind against us exist which are not related to a defect, the limitation period of sentence 1 shall apply to them. The limitation periods according to sentence 1 and sentence 2 shall not apply - in the case of intent; - if we have fraudulently concealed the defect or have accepted a guarantee for the quality of the deliveries or services; in the case of bad faith, instead of the deadlines specified in sentence 1, the statutory periods of limitation shall apply, which would apply without the existence of malice, excluding the extension of the deadline for malice according to §§ 438 para. 3 and 634a para. 3 BGB; - for damages in cases of injury to life, body, health or freedom; - for claims according to the product liability law; - in case of a grossly negligent breach of duty or - in case of breach of essential contractual obligations. In that regard, the statutory limitation periods apply. Unless otherwise expressly provided, the statutory provisions on the beginning of the limitation period, the suspension of proceedings, the inhibition and the new start of periods remain unaffected. The claims for reduction and the exercise of a right of withdrawal are excluded insofar as the supplementary performance claim is time-barred. In this case, however, the contractual partner can refuse payment of the remuneration insofar as he would be entitled to do so due to the withdrawal or the reduction.

## **§ 15 Assignment of claims by the contracting party**

Claims against us in relation to the deliveries or services to be provided by us may only be assigned with our prior written consent.

## **§ 16 Notes on the customer relationship / data protection**

Unless the parties have made a different agreement, the agency is entitled to advertise with the customer and the business relationship with the customer. The customer agrees that the personal data collected during the conclusion of the contract will be processed automatically. The Agency will process and use this data only within the limits and limits of the Federal Data Protection Act. The transfer of data to third parties is only within the scope of the requirements of a proper order processing.

## **§ 17 Penalty**

All rights (in particular property rights and copyrights or copyright exploitation rights and industrial property rights) to the contractual documents provided to the contractual partner in the context of our business relationship (in particular drafts, drawings, brochures, catalogs, illustrations, calculations etc.) as well as samples, models and prototypes are only available to us, subject to expressly deviating agreement. The contractual partner may only use and utilize the aforementioned documents, samples, models and prototypes within the framework of the contracts concluded with us and only with our consent. They are to be kept secret, unless they were already known to the contracting party or were generally accessible upon receipt or later were disclosed without any action or responsibility of the contracting party; In particular, they may only be made accessible to third parties after our prior written consent. With the aid of aforementioned documents, samples, models and prototypes, our products / services must not be copied or reproduced in any other way, nor should such counterfeit or reproduced products be distributed or otherwise exploited. The contracting party undertakes to pay us a contractual penalty of € 5,000.00 in the event of any infringement of the aforementioned obligations, unless he furnishes evidence of his non-negligence. We reserve the right to assert additional damages.

## **§ 18 Place of Performance / Jurisdiction / Applicable Law**

Subject to special agreement, the place of performance is exclusively our place of business. If the contractual partner is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special estate under public law, the place of jurisdiction for all obligations arising from and in connection with the contractual relationship - also for bills of exchange and checks - is our registered office or, at our discretion, the registered office of the contracting party. The above court agreement also applies to contractual partners domiciled abroad. For all rights and obligations arising out of and in connection with the contractual relationship, the law of the Federal Republic of Germany exclusively and without regard to conflict of laws provisions comes under exclusion of the UN Sales Convention (CISG: United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 ) for use. If any provision of these TERMS AND CONDITIONS or any provision of any other agreement between us and the other party to the contract is or becomes invalid, this shall not affect the validity of any other terms or conditions. Contractual partners from EC member states are obliged to compensate us for any loss that we may incur in the course of an intra-Community acquisition - due to tax offenses of the contracting party itself or - due to false or omitted information of the contracting party regarding its circumstances relevant for the taxation.

As of November 2017