

1 Scope of the Terms and Conditions

- 1.1 These General Terms and Conditions shall apply to any contract (the "Contract") for the sale of goods and other deliverables (the "Product" or "Products") by **SUSS MicroTec Solutions GmbH & Co. KG** (hereinafter referred to as „SUSS“) to the contracting party (hereinafter referred to as „Customer“).
- 1.2 The validity of Customer's general terms and conditions is hereby expressly excluded, there being no need for SUSS to reiterate such exclusion, should such terms and conditions be received from or a reference to them made by Customer. More specifically, the provision of services or acceptance of same does not imply that SUSS accepts such terms and conditions.

2 Subject Matter and Conclusion of Contract

- 2.1 The agreed quality of the Products forming the subject matter of this Agreement arises exclusively from the provisions of these General Terms and Conditions and the accompanying documentation. SUSS does not owe any additional quality characteristics (Beschaffenheit) of the Products.
- 2.2 Service descriptions and calculations by SUSS are made to enable Customer to internally decide on the acceptance of the contractual arrangement; they are not binding.
- 2.3 The contract is concluded based on the quotation of SUSS and an identical purchase order of the customer. If the purchase order of the customer deviates in essential points from the offer, a contractual commitment on part of SUSS only arises upon written order confirmation by SUSS or by conclusion of a written contract. The electronic or by fax exchanged version of the contract with a copy of the signature is considered to be a legally valid contract in the aforementioned sense.

3 Other Deliveries and Services

- 3.1 Should the parties agree in written form on the provision of support by SUSS in mounting and installing of the Products, SUSS shall, unless expressly otherwise agreed in written form, establish general functional capability of the Products.
- 3.2 The provision of technical support (service and maintenance work) which goes beyond of the services stipulated above in Section 3.1 or services in connection with warranty claims, as well as training courses and consulting services by SUSS are not subject of these General Terms or the contract and can be agreed in a legally separate agreement. The statutory conditions apply to service and maintenance services.
- 3.3 Unless explicitly otherwise stipulated Customer shall reimburse SUSS for all costs (e.g. expenses, equipment, travel costs and expenses for accommodation) in connection with the installation of the Products on a time and material basis or at the rates specified in the SUSS price list.
- 3.4 Cost estimates, drawings, illustrations, dimensions, weights or other performance data are subject to change and only binding if this is expressly agreed in writing.
- 3.5 Property rights and copyrights to cost estimates, illustrations, drawings or other documents, particularly Quotation and Order Confirmation are reserved. Passing them on to third parties is only permitted with written consent.
- 3.6 Advice on application technology, both verbal and written, shall only be deemed to be non-binding information and shall not release the customer from his own obligation to

examine the goods, taking into account the intended application purposes.

- 3.7 If the contract with the customer, which is the subject of the plans, drafts, drawings and/or calculations, is not concluded within the offer period, the customer is obliged to return or destroy the relevant documents (including the Quotation) immediately at his own expense and to destroy or delete at his own expense copies of the relevant documents and/or files made for this purpose.
- 3.8 Tools, samples and other devices which have been produced on the occasion of the execution of the contract remain the property of SUSS, unless the customer has paid a separate remuneration agreed in writing in the contract.

4 Delivery and Passing of Risk for Lost or Damaged Products

- 4.1 Unless otherwise stipulated the delivery of the Products hereunder shall be made FCA production site SUSS (Incoterms 2020). Should the shipment of the Product be delayed due to reasons for which SUSS is not responsible, the risk will pass to Customer upon receipt of the notice that the Product is ready for shipment (provision of the Product).
- 4.2 The notification about the provision of the Product and its availability shall be deemed to be an actual offer within the meaning of § 294 German Civil Code (BGB). If the customer does not accept this offer, he is automatically in default of acceptance according to § 293 German Civil Code (BGB).
- 4.3 Delivery dates quoted by SUSS are to be regarded as non-binding, approximate dates. All quoted delivery dates are subject to the timely performance by the Buyer of its obligations. Fixed dates or binding delivery deadlines shall only be deemed as such if agreed in writing; such dates must be designated as "binding" or "fixed dates" expressly and verbatim. Delivery dates are met if, on or before the delivery date, the Products have left SUSS' premises or Customer has been notified that the Products are ready for shipment.
- 4.4 If the customer does not fulfill his duties of collaboration ("Mitwirkungspflichten") and if delivery dates have to be postponed as a result, SUSS is not liable for such a delay. For the liability of the Customer, clause 4.9 applies.
- 4.5 Should Customer defer the delivery date without being required to do so by law and without the explicit consent of SUSS, Customer shall pay to SUSS an additional storage fee of 1.000,- EUR/month and additional interest on the purchase price at the rate of 9% percentage points above base rate according to §§§ 286 Abs. 2 Nr. 1; 288 Abs. 2 247 of the German Civil Code (BGB). This does not apply if the customer can prove that SUSS has not incurred any damage or that the damage is significantly lower. Other rights and claims on the part of SUSS shall remain unaffected. If no delivery can be made within 4 months, SUSS is entitled to withdraw from the contract. In this case the customer has to compensate SUSS for all damages including lost profit and futile expenses. For the terms of payment clause 5.4 applies..
- 4.6 In case a Letter of Credit is the agreed payment method, it is to be opened with date of the purchase order. Unless the Letter of Credit can be provided by Customer within 14 days upon entry of the purchase order, SUSS will have the right to suspend the agreed delivery date and to define a new delivery date. The same applies if an agreed down payment is not made on time.

- 4.7 SUSS reserves the right to make partial shipments at its bona fide discretion.
- 4.8 Upon request of Customer SUSS will adequately insure the Products against transport risk at Customer's expense.
- 4.9 Should Customer be in default of acceptance or be responsible for the violation of other duties of collaboration (Mitwirkungspflichten), SUSS shall be entitled to claim damages including additional costs and expenses. Other rights and claims on the part of SUSS shall remain unaffected.
- 4.10 Should the conditions as set forth in Section 4.9 be fulfilled, the risk of loss or damage passes to Customer at the time when he is in default of acceptance, apart from that § 300 German Civil Code (BGB) applies.

5 Price and Payment

- 5.1 SUSS will invoice Customer the Fees according to the quotation. Unless otherwise agreed, invoices are issued after delivery, which means after the transfer of risk in accordance with the agreed Incoterms (2020) clause. If the parties agree on a different time of transfer of risk in the contract, this does not change the time of invoicing, which is still based on the transfer of risk according to the agreed Incoterms (2020) clause. In all other respects, invoices shall be issued after the occurrence of the event giving rise to the due date.
- 5.2 Unless otherwise specifically agreed, prices are quoted in EUR. All prices are net amounts. All applicable taxes, in particular VAT, applicable customs duty, duties and charges of any kind as well as carriage and packing will be added.
- 5.3 Each installment is due for payment 30 calendar days from the date of the respective invoice. SUSS is entitled to charge interest on any outstanding balance after the due date for payment at the rate of 8% percentage points above base rate according to §§ 286 Abs. 2 Nr. 1; 288 Abs. 2; 247 of the German Civil Code (BGB), notwithstanding SUSS' right to claim higher damages. All bank charges in connection with the payment of the purchase price are to be borne by Customer.
- 5.4 In the event of a postponement or delay in delivery date requested or caused by the customer, the payments shall be due as follows:
- 5.4.1 If the case occurs up to 30 days after the order confirmation, the delivery can be postponed without the payments becoming due on the agreed delivery date.
- 5.4.2 If the case occurs between 30 days after order confirmation and up to 90 days before the agreed delivery date, 35% of the payment agreed for the "Delivery" event is due on the contractual delivery date.
- 5.4.3 If the case occurs in the period between 90 days and up to 30 days before the agreed delivery date, 50% of the payment agreed for the "Delivery" event is due on the contractual delivery date.
- 5.4.4 If the case occurs less than 30 days before the agreed delivery date, 80% of the payment agreed for the "Delivery" event shall be due on the contractual delivery date.
- 5.4.5 The remainder of the payment remaining - after subtraction of the above-mentioned percentage partial payments - for the "delivery" event shall be invoiced upon actual delivery.

6 Retention of Title as to Product

- 6.1 SUSS retains all copyrights to documents provided to the Customer as pre-contractual or contractual services (e.g. illustrations, drawings, sketches, circuit diagrams, prototypes, functional descriptions, manuals). These documents – as the quotation itself – must not be made accessible to third parties without prior written approval by SUSS. Unless the permanent surrender is part of the contractual services (in the case of operating instructions and other documents expressly mentioned in the offer), these shall be returned immediately upon request by SUSS. In all other respects, Section 7 shall apply.
- 6.2 SUSS retains full title and ownership to all Products supplied until Customer has paid the full purchase price for all Products supplied under this Contract.
- 6.3 Customer shall be entitled to resell the Products in the ordinary course of business. Customer assigns to SUSS all claims upon resale of the purchased Products or Goods that Customer has not fully paid; SUSS accepts this assignment. At SUSS request, Customer shall produce all data required for collection of the assigned claims and inform the debtor of the assignment. SUSS will, upon Customer's request, release in SUSS discretion, those securities to which SUSS is entitled under the aforementioned provisions, in so far as their value exceeds the claim to be secured by 10% or more.
- 6.4 For delivered Products, purposed as component incorporation but used in different equipment, to become an essential part of it, SUSS shall therefore acquire a share in the title to the resulting part or equipment in a proportional ratio to the value of SUSS delivered Products at the time of their connecting. Upon Customer acquisition of sole ownership to the new equipment, the mutual understanding shall be agreed, that Customer will grant SUSS co-ownership to the aforesaid equipment, proportional to the value of Products subject to SUSS reservation. Customer shall protect SUSS interests in this co-ownership free of charge.
- 6.5 In the event of intervention by third parties affecting Products under reservation, or claims assigned in advance, especially legal execution and seizure, Customer will inform and demonstrate to third party that SUSS is the owner of the property and/or of the claim. Customer shall inform SUSS immediately and hand over to SUSS all documents required for an intervention, to enable SUSS to enforce its right of ownership. As far as the third party is unable to refund SUSS on resulting judicial and extra-judicial cost, Customer will be liable for those costs.

7 Rights of Use

- With respect to the provision of software and other protectable work results by SUSS, the following shall apply:
- 7.1 SUSS shall grant the Customer a simple (non-exclusive), non-transferable right of use for its internal business purposes for the trades and service results created for it (hereinafter jointly referred to as "Work Results") for an unlimited period of time and space. SUSS grants this right to the Customer subject to full payment and, in the case of trades and services, acceptance. If the Work Results are software, the right of use only applies to the object code.
- 7.2 If Work Results are made available for testing and evaluation purposes, the granting of rights of use may be limited in time in whole or in part (i.e. in relation to individual functions) in deviation from Section 7.1
- 7.3 Section 7.1 does not apply to standard Products that are part of the Work Result. Standard Products are Products or

solutions of SUSS or third parties which can be distinguished in themselves and which are subject to their own license conditions. The Customer's rights to these standard Products shall be governed exclusively by their license terms, which are enclosed with the delivered Product or are available on the website of SUSS or the respective software manufacturer.

- 7.4 Notwithstanding Section 7.1, the Customer shall be granted rights of use in accordance with the relevant license terms for this software (e.g. "GNU General Public License") for Work Results containing "Open Source Software" or adaptations of this software. Both parties agree to comply with these license terms.
- 7.5 The granting of rights pursuant to Section 7.1 shall not apply to materials or solutions existing at SUSS (hereinafter referred to as "SUSS IP"), including changes and additions made thereto. SUSS shall retain all rights to SUSS IP at all times. The rights of use granted to the Customer for the SUSS IP included in the Work Results shall be determined in accordance with the contractual purpose on which both parties are based and are non-transferable. The isolated use of SUSS IP is excluded.
- 7.6 SUSS shall in any case and without limitation be entitled to use the Work Results, including the know-how acquired during the execution of the project, in particular the concepts, procedures, methods and intermediate results on which the Work results are based, without limitation and in compliance with its confidentiality obligations.
- 7.7 To the extent that SUSS produces Work Results that are patentable or patentable within the scope of the performance of its services, SUSS may file an application for industrial property rights in its own name and for its own account. To the extent necessary, SUSS shall grant the Customer the right to use the industrial property right together with the Work Results. A separate remuneration for this industrial property right license shall not be payable.
- 7.8 The Customer shall grant SUSS the simple right to use its existing intellectual property free of charge to the extent that SUSS considers this necessary for its own performance.

8 Acceptance

- 8.1 If SUSS performs services of a contract for work and services (Werkvertrag) or contract for work and materials (Werklieferungsvertrag) nature, in particular services with respect to installation or setting up of the Products ('Deliverables'), the Deliverables are to be subjected to an acceptance test. The following provisions shall apply:
- 8.2 SUSS notifies Customer of the work provided. Customer shall subject the work provided by SUSS to an acceptance test in collaboration with SUSS without undue delay. If Customer fails to perform acceptance testing within 2 weeks after provision of Deliverables ready for acceptance testing, acceptance shall be deemed to have taken place.
- 8.3 Form, scope and duration of the acceptance testing shall be agreed upon by the parties prior to the acceptance testing, unless such agreement has been made in the order confirmation or other annexes to the Agreement.
- 8.4 Following conclusion of the acceptance test, Customer shall declare in writing its acceptance of the work without undue delay, provided it is free of defects, it meets any performance criteria agreed between the Parties or only minor defects occur that are not considered to constitute a major impairment. If Customer fails to give notification of acceptance within due time, SUSS shall give to the Customer an appropriate deadline for notification of acceptance. At

expiration of this deadline, acceptance shall be deemed to have taken place, unless Customer has given notification in writing of material defects that preclude acceptance.

- 8.5 Customer shall document any defect in a manner comprehensible to SUSS and shall, upon request of SUSS, reproduce the defect. In such case, SUSS shall eliminate the defects within a reasonable period of time free of charge.
- 8.6 Acceptance shall be deemed to have taken place if the Products are used for production. Production using during the Acceptance Testing shall not be understood as use for production in the meaning of this section
- 8.7 Acceptance shall be deemed to have taken place if SUSS cannot deliver and/or install the Products within 90 days after notification that the Products are ready for shipment and/or installation due to reasons for which SUSS cannot be held responsible.

9 Claims and Rights of Customer concerning Defects

- 9.1 After delivery of the Products to Customer, the latter shall inspect the Products without delay for any defects and report any defects immediately to SUSS. This obligation arises from Section 377 German Commercial Code (HGB).
- 9.2 Customer shall notify SUSS in writing of any defects, specifying the nature of such defect, immediately after discovery.
- 9.3 If defects occur, SUSS shall initially, by way of subsequent performance, be entitled to choose either to remove the defect or supply a replacement Product within a reasonable period.
- 9.4 SUSS is entitled to replace defective parts with reconditioned parts.
- 9.5 In the event of multiple failure on the part of SUSS to effect subsequent performance within a reasonable period set by Customer therefore and permitting at least two attempts to correct errors or defects, Customer shall have the right, subject to fulfillment of the statutory requirements, to claim purchase-price reduction or, alternatively, to withdraw from the Agreement. In addition, Customer shall have the right in such cases to claim damages as laid down in the provisions of Section 10 below, including damages in lieu of performance, or reimbursement of expenses to no avail within the meaning of Section 284 German Civil Code (BGB). Customer's right to withdrawal and to claim damages in lieu of full performance is, however, restricted to cases involving substantial defects. In the cases laid down by the law in Section 281(2), Section 323(2) and Section 440 BGB, the setting of a period for subsequent performance may be dispensed with.
- 9.6 In derogation of the statutory provisions, Customer may, in cases involving substantial defects, in the event of failure on the part of SUSS to effect subsequent performance within the period set by Customer, withdraw from the Agreement and/or claim damages in lieu of performance if it notifies SUSS of such intention at the latest when the period for subsequent performance is set.
- 9.7 If investigations in connection with defects reveal that Customer has no claims or rights against SUSS under this Section 9, SUSS is entitled to invoice Customer for any expenditure incurred in connection with the investigations on the basis of the current price list for services, provided that Customer acted culpably in notifying the defect.
- 9.8 SUSS shall not be liable if the Products have been edited or modified by Customer or third parties, in particular if components, including software, have been implemented into the Product, which have not been approved for that purpose

- by SUSS, unless Customer can provide evidence that the defects that have occurred are not due to such actions.
- 9.9 Defects in consumables and wear parts resulting from normal use/wear are excluded from the warranty.
- 9.10 Procedure in the Event of Claims for Defects of Title:
- 9.10.1 Should the rights of third parties be infringed, SUSS shall remedy the defect of title by taking one of the following steps:
- a) modification of the Product so that it becomes non-infringing whilst giving equivalent performance and retaining a level of functionality that is acceptable to Customer despite the modification, or
 - b) obtaining of a license for Customer that suits the purposes of the agreement to continue using the Product, or
 - c) replacement of the Products by other reasonably suitable Products providing equivalent performance for Customer and having no effect or an effect acceptable for Customer on the functionality of the Products despite the modification, or
 - d) delivery of a new program release that can be used under the Agreement without infringing the industrial property rights of third parties.
- 9.10.2 The free usability of the Products with regard to any kind of practicably possible use thereof is not part of the agreed quality characteristics (Beschaffenheit) of the Products. The following regulations shall apply:
- a) SUSS is also not liable for any infringements of patents or other industrial rights of a third party where the Products are used for the performance of certain processes or procedures or for the manufacture of certain results.
 - b) Prior to the use of the Products to carry out a certain process or procedure as well as to manufacture a certain result, the Customer will ensure that he is entitled to carry out this process or procedure and/or the manufacture of the result to the appropriate extent and that such use of the Products does not entail an infringement of third party rights.
 - c) Should the use of the Products within the scope of carrying out a certain procedure or process or for the manufacture of a certain result lead to an infringement of the industrial rights of third parties and the third party could therefore assert claims against SUSS, the Customer will fully indemnify SUSS against these claims.
 - d) The regulations of the aforementioned paragraphs a) to d) do not apply as far as SUSS has expressly confirmed the usability of the Products for the performance of certain processes and procedures or for the manufacture of certain results vis-à-vis the Customer in writing.
- 9.10.3 Otherwise, the provisions of Section 9 hereunder shall, to the extent to which this is possible, apply mutatis mutandis to defects of title.
- 9.11 Any claims Customer may have in respect of material defects or defects of title are subject to a statutory period of limitation of twelve (12) months from delivery date or if acceptance applies, from the date of acceptance. This shall not apply to SUSS' liability in the event of intentional or grossly negligent violations of obligations or damage to life and limb.
- 9.12 If SUSS has fraudulently concealed the defect, with respect to claims based on the Product Liability Act or in case of the acceptance of a guarantee (Übernahme einer Garantie) the statutory provisions shall apply.
- 9.13 Any warranty – statutory or contractual – shall only considered to exist if
- 9.13.1 Customer understands and accepts that the achievement of a problem-free use of the Products is critically dependent upon permanently maintaining the required operating environment and conditions as defined by SUSS according to its most recent facility specifications. Customer shall maintain such environment and conditions.
- 9.13.2 Customer shall employ skilled and adequately trained personnel to operate the Products and shall provide refresher training from time to time to maintain the latest level of operating skills.
- 9.13.3 Customer shall operate the Products according to the instructions set forth in the most recent operating manuals provided by SUSS.
- 9.13.4 Customer shall maintain adequate records to document compliance with the requirements of this Section 9.13.
- 10 Limitation of Liability**
- 10.1 Within the scope of the statutory provisions, SUSS' liability for harm to life, body or health arising from willful or negligent conduct on the part of SUSS or one of its statutory representatives or agents and for damage covered by a guarantee or warranty given by SUSS is unlimited.
- 10.2 SUSS' liability for other damage within the scope of the statutory provisions is limited to the following extent:
- 10.2.1 Subject to limitation to compensation for typical foreseeable contractual damage, SUSS is liable for damage arising in connection with violation of essential contractual obligations involving slight or ordinary negligence on the part of the SUSS or one of its statutory representatives or agents. Essential contractual obligations (wesentliche Vertragspflichten) are those whose fulfillment is indispensable for the performance of the Agreement and on whose fulfillment Customer can typically rely. The typical and foreseeable damages shall not include any consequential, incidental or other indirect damages such as e.g. lost profits, loss of production or financial charges. The typical and foreseeable shall be limited to a maximum of 100% of the purchase price under this Contract.
- 10.2.2 SUSS' liability for other cases involving slight or ordinary negligence is excluded.
- 10.3 Liability under product liability legislation shall remain unaffected.
- 10.4 Within the scope of the above provisions, SUSS' liability for data loss is limited to damage that would also have occurred given the correct, regular use by the Customer of a data back-up system commensurate with the importance of the data.
- 10.5 Serious events, such as in particular force majeure, labour disputes, riots, war or terrorist conflicts, pandemics, epidemics and related official/governmental orders, which result in unforeseeable consequences for the performance of services, release SUSS from its performance obligations for the duration of the disturbance and to the extent of their effect, even if it is in default. An automatic termination of the contract is not connected with this. The parties of the contract are obliged to inform themselves of such an obstacle and to adapt their obligations to the changed circumstances in good faith. SUSS is not liable for delays caused by the events mentioned in this clause, except in the case of clause 10.1

11 Claims and Rights of Customer concerning Used Equipment

- 11.1 An individual customization of the specifications of used Products according to special requirements of Customer shall only be owed if this has been expressly agreed upon by the parties in written form.
- 11.2 In the event that used products are sold, Customer's rights are limited to repair (Nachbesserung).
- 11.3 Claims of Customer for material and legal defects (Sach- und Rechtsmängel) become statute-barred in three (3) months upon delivery.
- 11.4 With respect to SUSS' liability for harm to life, body or health arising from willful or negligent conduct on the part of SUSS or one of its statutory representatives or agents with respect to damage covered by a guarantee or warranty given by SUSS the statutory provisions shall remain unaffected.
- 11.5 Otherwise SUSS' liability for damages in connection with the delivery of used equipment is excluded.

12 Cancellation and Change of Specifications after Conclusion of Contract

- 12.1 In case Customer wishes to cancel a firm purchase order without being legally entitled to do so, the following cancellation charges will apply:
 - 12.1.1 Cancellation until 30 days after order entry; Cancellation fee 30 % of order value
 - 12.1.2 Cancellation more than 30 days after order entry but until 30 days before shipment; Cancellation fee 50 % of order value
 - 12.1.3 Cancellation 29 up to 15 days before shipment; Cancellation fee 80 % of order value
 - 12.1.4 Cancellation 14 days before shipment or later; Cancellation fee 100 % of order value.
- 12.2 The cancellation charge will become due and payable 10 days following the receipt of the cancellation notice. Customer may evidence that SUSS has suffered no or a substantially lower damage. Any further rights of SUSS shall remain unaffected.
- 12.3 In case individually customized Products, parts or components of Products are subject of the Contract, no cancellation of the Contract shall be possible.
- 12.4 In the event of a partial cancellation of individual order items, Section 12.1 shall apply to the respective order items.
- 12.5 Unless expressly agreed otherwise in written form, subsequent changes in the specifications by Customer that require technical changes by SUSS will be charged according to actual expense and futile development.

13 Training

- 13.1 If a Training has been agreed between SUSS and the client which has to be paid separately, the following cancellation regulations apply:
 - 13.1.1 Cancellation up to 14 days before the planned start of the Training is free of charge.
 - 13.1.2 In the event of cancellation less than 14 days before the scheduled start of the Training, the cancellation fee shall be 100 % of the order value for the training
- 13.2 The cancellation fee is due for payment 10 days after receipt of the cancellation notice. The client is free to prove

that SUSS has not incurred any damage or only a significantly lower damage. Further rights of SUSS remain unaffected.

- 13.3 In case of partial cancellation of individual order positions, section 13.1 is to be applied to the affected order positions.
- 13.4 SUSS holds the copyright for the documents provided within the scope of the Training, the Training documents are explicitly subject to the protection of the copyright law and may only be used within the agreed upon scope. A transfer of the documents to third parties or a recording of the Training is not permitted.

14 Set-off; Right of Retention

- 14.1 Customer may only set off a claim to remuneration accruing to SUSS out of this agreement if the reason for such set-off and the amount thereof is acknowledged by SUSS, uncontested or recognized by declaratory judgment.
- 14.2 Subject to the requirements under Section 13.1 above, the Customer has a right of retention, if the Customer's claim is based on the same contractual relationship.

15 Construction of Documents

Should there be a conflict between the terms of these General Terms and Conditions and any other document related to the Contract the order of precedence will be: (i) the terms of the quotation (including its attachments), (ii) the terms of these General Terms and Conditions and (iii) the terms of the purchase order.

16 Export

- 16.1 The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation/Belarus or for use in the Russian Federation/Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Art. 8g of Council Regulation (EU) 765/2006..
- 16.2 The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph 16.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 16.3 The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of 16.1.
- 16.4 Any violation of paragraphs 16.1, 16.2 or 16.3 shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to:
 - (i) termination of this Agreement; and
 - (ii) a penalty of 100 % of the total value of this Agreement or price of the goods exported, whichever is higher.
- 16.5 The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs 16.1, 16.2 or 16.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 16.1. The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraph 16.1, 16.2 and 16.3 within two weeks of the simple request of such information.

16.6 The fulfillment of the Contract is subject to the granting of any possibly required export licenses and/or that there are no other obstacles based on German, European and other export regulations which contradict such fulfillment. The Customer gives SUSS an undertaking that he will comply with all applicable export regulations.

17 Miscellaneous

17.1 Subsidiary agreements, amendments or supplements to this agreement must be made in writing to be valid. Any

document revoking the need for the written form must be made in writing to be valid.

17.2 Following successful completion of the contractual services, SUSS shall be entitled to name Customer as referee.

17.3 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of legal norms, which refer to another legal system. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

17.4 Place of performance and jurisdiction shall be Munich, Germany to the extent permitted by law.
