

General Purchasing Terms and Conditions of elexis AG

1. Domain of applicability and conclusion of the contract

1.1 These terms and conditions (hereinafter "General Purchasing Terms and Conditions") apply to all deliveries/services (referred to as "Deliveries") rendered by the Supplier (referred to as "Contractor") to elexis AG, a company of SMS GmbH, and its subsidiaries EMG Automation GmbH, Nyquist Systems GmbH, and BST GmbH as clients (collectively referred to as "elexis AG" or "Client"). These Terms also apply to the procurement of work and services. Acceptance of delivered products is replaced by acceptance of work performances or service provision.

1.2 These Purchasing Terms and Conditions apply exclusively. Other terms and conditions, whether conflicting or supplementary, become part of the contract only if the Client explicitly agrees in writing. This requirement for consent applies in all cases, including situations where the Contractor refers to its own terms in the order confirmation and the Client does not explicitly object to them. The execution of the Client's order by the Contractor is considered an acknowledgement of these conditions.

1.3 Orders and agreements are binding only if issued or confirmed by the Client in text form or electronic form. Text form includes transmission via fax, computer fax, or email, where the issuing company and the issuer must be clearly identifiable. Orders and agreements become effective with the corresponding note on the order form (e.g., PDF document). The Contractor must, in the same manner as described above, issue confirmation that it accepts orders to the Client without undue delay, no later than within 7 calendar days after receipt. Late acceptance shall be considered a new offer requiring acceptance by the Client.

1.4 Changes to the content of the contract require text form.

1.5 Subcontracting requires prior consent from the Client in text form or electronic form.

1.6 Offers and cost estimates from the supplier must be provided free of charge unless otherwise agreed in writing.

1.7 Orders are subject to compliance with Regulation (EC) No. 1907/2006 of the European Parliament and Council of 8 June 2011, concerning the restriction on the use of specific hazardous substances and the regulation restricting the use of hazardous substances in electrical and electronic equipment (ElektroStoffV) of 19 April 2013, as well as the non-use of conflict materials in accordance with "Dodd-Frank Act Section 1502 / EU 2017/821". The Contractor confirms its compliance with the aforementioned requirements. The Contractor shall indemnify the Client against all liabilities, expenses, and damages caused by the Contractor's violation of the aforementioned regulations.

2. Prices and Payment Terms

2.1 The agreed prices constitute fixed prices and are understood to include delivery to the point of use, including packaging and freight costs, plus the applicable value-added tax. If an "EXW" or "FCA" price is agreed upon, the Client will only carry the delivery form with the lowest freight costs. All costs incurred up to the point of delivery to the carrier, including loading but excluding cartage, shall be carried by the Contractor. The nature of the pricing shall be without prejudice to the agreement regarding the place of performance and transfer of risk.

2.2 If prices are not agreed upon in exceptional cases, they must be specified as binding in the order confirmation. The Client has the right to object to the price and/or withdraw from the contract.

2.3 Unless otherwise agreed, the Client has the right to pay either within two (2) weeks of delivery and receipt of the invoice with a two percent discount or after 30 days without a discount. If the Contractor provides construction services and a tax exemption certificate is missing, the Client will deduct a tax of fifteen percent (15%) of the respective gross invoice amount.

2.4 The assignment of claims against the Client requires prior consent in text or electronic form.

2.5 The Contractor's right to withhold or offset is only valid to the extent that the claims are undisputed or legally established.

2.6 Invoices must comply with the applicable legal requirements. The full order number must be included on the invoice. Each invoice must also separately state the value-added tax. Invoices must not be included with the shipment but submitted separately immediately after delivery for each order to the billing address specified in the order. Failure to comply with these obligations may result in the invoice not being processed and considered not received.

2.7 Payment terms begin upon delivery of the goods to the receiving location (shipping address) or acceptance of the work, but not before the receipt of a proper and verifiable invoice at the billing address specified in the order.

2.8 Payments are made providing the invoices are correct and delivery is contractually compliant.

2.9 An extended or expanded retention of title is excluded unless the Client expressly confirms otherwise in the order with reference to these Purchasing Terms and Conditions.

3. Legal Provisions and Trade Clauses

3.1 Insofar as these conditions do not comprehensively regulate the legal relationship between the parties, the statutory provisions shall apply.

3.2 The interpretation of trade clauses shall be governed by the ICC Incoterms in their latest version valid at the time of the conclusion of the contract.

4. Delivery and Delivery Time

4.1 The place of performance for the delivery is the receiving location specified by the Client.

4.2 Partial deliveries and/or deliveries prior to the agreed date require, in advance, the express consent of the Client in text form or electronic form. The Contractor shall carry any additional costs resulting from partial and/or early delivery, such as freight, unless these deliveries were explicitly requested by the Client and the Client explicitly agreed to bear these costs.

4.3 The agreed delivery dates are binding. If the Contractor determines that a delivery date cannot be met, the Contractor must immediately notify the Client in writing to allow for possible alternative arrangements.

4.4 If the Contractor delays the delivery, the Client, after setting a reasonable grace period, has the right to choose between demanding delivery and compensation for delayed delivery or compensation in lieu of performance and withdrawal from the contract. If the Contractor is responsible for exceeding the delivery time or inadequate performance, the Client has the right to demand a penalty of 1% of the order value per week of delay, up to a maximum of 5% of the order value. The unconditional acceptance of the delayed delivery does not constitute a waiver of the claims due to the delay.

4.5 The Contractor's obligation to deliver in accordance with the contract remains unaffected by the payment of any contractual penalties. The Client reserves the right to assert further claims beyond the amount covered by the penalties.

5. Shipping and Packaging

5.1 In the case of delivery on call or interim storage at the request of the Client, proper storage must be ensured. Invoices, delivery notes, and shipping notifications must be sent to the Client in proper form.

5.2 The Contractor is liable for the consequences of incorrect freight declaration. If the designated receiving location, department, order number, reference note, or issuance note is missing from the shipping documents, all resulting costs shall be borne by the Contractor.

5.3 Goods must be packaged to prevent transport damage. Packaging materials are to be used only to the extent necessary. The Contractor must take back the packaging in accordance with legal requirements.

5.4 The Contractor shall take out transport insurance to cover its interests. Additionally, the Contractor shall take out industry-standard liability insurance at its own expense for damages caused by the Contractor, its personnel, or third parties commissioned by it in connection with the delivery of the goods. Both insurance policies must be proven to the Client upon request. Such shall be without prejudice to further claims for damages to which the Client may be entitled beyond the coverage sum of the insurance policies.

6. Drawings, Execution Documents, Tools

6.1 Drawings and other documents, devices, models, tools, and other production equipment provided to the Contractor remain the property of the Client. Tools and other production equipment paid for by the Client are to be transferred to the Client's ownership. The aforementioned items may not be scrapped, duplicated, or made accessible to third parties, such as for manufacturing purposes, without the prior consent of the Client in text form or electronic form. They may not be used for purposes other than those contractually agreed upon, such as delivery to third parties.

6.2 The Contractor is responsible for carefully storing the aforementioned items at its expense for the Client while the contract is being executed. Maintenance, repair, and partial renewal are subject to the agreements between the Client and the Contractor. The Client reserves all rights to drawings or products manufactured according to its specifications and to processes developed by or for it.

6.3 The Contractor must return tools and production equipment to the Client without being requested to do so and at its expense if they are no longer required for the production of the ordered goods or if the conclusion of a contract cannot be negotiated. The Contractor has no right of retention over the tools and production equipment.

6.4 The Contractor must, at its own expense, insure the tools and production equipment owned by the Client against fire, water, and theft at replacement value. The Contractor hereby assigns all claims for compensation from this insurance to the Client. The Client hereby accepts this assignment.

6.5 If software is part of the delivery, the Client has the right to use and exploit it for its purposes. Additionally, the Client has the right to create a backup copy, even without explicit agreement with the Contractor.

General Purchasing Terms and Conditions of elexis AG

7. Requirements for the Delivered Goods

7.1 All applicable standards, such as DIN, EN, and ISO, must be adhered to, and a suitable, documented quality assurance process must be in place, including quality checks. If, in specific cases, it is necessary to deviate from manufacturing specifications or applicable standards, the Contractor must obtain prior approval from the Client in text form or electronic form. Such approval does not relieve the Contractor of its contractual and legal obligations.

7.2 The Client has the right, having given advance notice, to verify compliance with the necessary standards and quality requirements through inspections, either by itself or through third parties appointed by the Client.

7.3 The Contractor must transfer ownership of all necessary documents (including technical documents from sub-suppliers) to the Client. The Contractor grants the Client the right to make repairs and modifications to the delivered goods, either itself or through third parties, and to produce spare parts itself or have them produced by third parties. The Contractor grants the Client a non-exclusive, transferable and irrevocable right to use the delivered goods for any purpose, without restriction in terms of content, time, or geography. This includes the right to edit and distribute the goods. For goods individually manufactured for the Client, the Contractor additionally grants an exclusive right of use and exploitation.

7.4 The Contractor must supply spare parts for delivered goods to the Client for at least ten (10) years at reasonable market prices. If the Contractor intends to discontinue the production of spare parts for the delivered products, it must inform the Client immediately. Notice hierof must be given to the Client at least 6 months prior to discontinuation.

7.5 If machinery, equipment, or systems are part of the delivery, they must fulfil the special safety regulations for machinery and systems in effect at the time of contract fulfilment and bear a CE marking.

8. Warranty for Defects

8.1 Material Defects

8.1.1 The Contractor warrants that all deliveries conform to the current state of technology, all relevant legal provisions, regulations, and guidelines issued by authorities, professional associations, and trade associations, and, if provided, the specifications and drawings of the Client. If deviations are necessary, the Contractor must obtain prior approval from the Client in text or electronic form. Such approval does not relieve the Contractor of its contractual obligations. The Contractor's liability also extends to parts manufactured and/or supplied by subcontractors.

8.1.2 The Contractor is obligated, within the scope of economic and technical possibilities, to use environmentally friendly products and processes, both with respect to its deliveries as well as third-party supplies or ancillary services. The Contractor is liable for the environmental compatibility of the delivered products and packaging materials as well as for all damages resulting from the breach of its legal disposal obligations. Upon request, the Contractor will issue a certificate of conformity for the delivered goods.

8.1.3 The Client's obligations to inspect and report defects, especially under Section 377 of the HGB [Handelsgesetzbuch, Commercial Code], are limited as follows: The Client will inspect the goods upon receipt, to the extent feasible during the ordinary course of business, to verify their identity, completeness, and externally visible damage, particularly transport damage, and report any defects without delay. If acceptance is agreed, there is no obligation to inspect. Such shall be without prejudice to the obligation to report defects discovered later. Notwithstanding an obligation to inspect, a complaint (notice of defects) shall in any case be deemed timely if sent within five (5) working days of discovery or, in the case of obvious defects, upon delivery.

8.1.4 If the deliveries are defective, the Contractor must, without undue delay, remedy the defect at its expense, including all ancillary costs, such as removal and installation costs, at the Client's discretion, either by repairing the defect or supplying a defect-free item. Additionally, the Client is entitled to the statutory rights in case of defects.

8.1.5 If the Contractor fails to fulfil its obligation to rectify defects within a reasonable period set by the Client, the Client may, without prejudice to other liability for defects, remedy the defect at the Contractor's expense and risk or have it remedied by third parties.

8.1.6 In urgent cases to avert acute dangers or avoid significant damages, if it is not possible to wait for rectification by the Contractor, the Client may, without prejudice to other statutory rights concerning defects, undertake the necessary rectification measures at the Contractor's expense and risk or have them undertaken by third parties. Minor defects may be rectified by the Client or a third party in the interest of uninterrupted production without prior consultation with the Contractor, and the costs may be charged to the Contractor, without affecting the Contractor's liability for defects.

8.1.7 If the Contractor has provided a guarantee for the quality or durability of the delivered item, the Client may assert claims arising from the guarantee in addition to its defect-related rights.

8.2 Legal Defects

The Contractor guarantees that its deliveries or the use of its deliveries do not infringe upon the intellectual property rights of third parties, including patents, utility models, trademarks, copyrights, competition rights, trade secrets, and business secrets. If the use of the deliveries results in an infringement of third-party intellectual property rights, the Contractor will, at the Client's option, either secure the right for the Client or its customers to continue using the deliveries or modify the deliveries in a reasonable manner for the Client to eliminate the infringement of rights, without affecting the originally agreed quality, performance, or performance guarantees. Furthermore, the Contractor shall indemnify the Client and its customers, as far as legally permissible, from all third-party claims and bear their legal costs. Claims for legal defects do not expire as long as the third party can still assert the right against the Client.

8.3 Unless otherwise agreed, the limitation period for defect claims is twenty-four (24) months from the acceptance of the deliveries by the Client or delivery by the Contractor to the third party designated by the Client, unless a longer statutory limitation period is provided. For newly delivered, replaced, or repaired deliveries, in whole or in part, the limitation period begins anew from the date of new delivery or repair. The limitation period for work services begins with acceptance.

9. Product Liability

9.1 If the Contractor is responsible for a damage under the Product Liability Act, it is obligated to indemnify the Client from any third-party claims for damages upon first written request. This also applies if the Client and the Contractor are jointly and severally liable to the injured third party under the Produkthaftungsgesetz [Product Liability Act].

9.2 Furthermore, the Client has the right to reimbursement of all costs and expenses incurred in this context, especially due to recall actions initiated by the Client. The Client will inform the Contractor about the type and scope of recall actions as far as possible and reasonable.

9.3 Paragraphs 9.1 and 9.2 apply accordingly to product defects attributable to deliveries from the Contractor's suppliers or subcontractors.

9.4 Such shall be without prejudice to statutory claims.

10. Data Protection

10.1 The Contractor undertakes to observe and implement the provisions of the Bundesdatenschutzgesetz [Federal Data Protection Act] and the EU General Data Protection Regulation.

10.2 If the Contractor processes this data at a location outside a member state of the European Union or a contracting state of the European Economic Area, the Contractor will conclude additional agreements with the Client to ensure an adequate level of data protection at the Contractor's premises; if the Contractor engages subcontractors, the Contractor will ensure, at the Client's request, that these subcontractors enter into appropriate agreements with the Client.

10.3 The Contractor commits to collecting, processing, disclosing, making accessible, or otherwise using personal data solely for the purpose of fulfilling the contract and, thereafter, only storing it to fulfil statutory retention obligations. The transfer of personal data to third parties requires prior consent from the Client in text or electronic form unless there is a corresponding legal obligation for the Contractor to do so.

10.4 The Contractor ensures that all persons deployed under this contract have been trained in data protection prior to their deployment and that they have been obligated to maintain data confidentiality according to Section 53 of the Federal Data Protection Act or, after 25 May 2018, according to the EU General Data Protection Regulation (GDPR), during and after the end of their employment, and are prohibited from unauthorised collection, processing, or use of personal data. These confidentiality agreements must be presented to the Client upon request.

10.5 The Contractor must exercise due care in ensuring that all persons entrusted with the processing and fulfilment of the order comply with statutory data protection provisions, including the GDPR, and do not disclose or otherwise exploit information obtained from the Client's area.

10.6 If the Contractor processes personal data from the Client as part of the contracted delivery, the Contractor will additionally conclude an agreement with the Client on data protection and data security in contractual relationships according to Section 62 of the Federal Data Protection Act or, from 25 May 2018, according to Article 28(3) of the EU General Data Protection Regulation, and provide the necessary information in the form of the supplier questionnaire made available by the Client if required.

10.7 The Client's Data Protection Officer shall be provided with all requested information, proof of data protection through a data protection concept, and requested documents.

11. Export Control and Customs Regulations

11.1 The Contractor is obligated to inform the Client comprehensively and proactively about any goods-related licensing requirements and export restrictions concerning its goods according to German, European, and U.S. export regulations upon confirmation of the order. The Contractor is liable for any damages, expenses, fees, customs duties, and penalties resulting from violations.

General Purchasing Terms and Conditions of elexis AG

11.2 If proof of preference is found to be insufficiently informative or incorrect, and the Client is therefore obligated by customs authorities to provide an INF4 information sheet or equivalent documents, the Contractor must, upon request, promptly provide the Client with flawless, complete, and customs-confirmed INF4 information sheets or equivalent documents regarding the origin of the goods.

11.3 The Contractor guarantees that the personnel involved in the production, storage, processing, loading, transport, and receipt of such goods are reliable and have been checked against the currently valid EU sanctions lists. The Contractor also ensures that all business partners acting on its behalf are informed that they must also take measures to secure the supply chain as mentioned above. The Contractor agrees that its data will be checked against the currently valid EU sanctions lists.

11.4 If the Client or its customers are subject to subsequent charges by a customs authority due to incorrect certificates of origin or if the Client or its customers suffer any other financial loss as a result, and said error is based on an incorrect declaration of origin by the Contractor, the Contractor shall be liable for this.

12. Provision of Materials

Materials provided by the Client (such as substances, models, containers, tools, data, drawings, constructions, software) are processed on behalf of the Client and remain the property of the Client during processing and may only be used as intended. If the items provided by the Client are inextricably combined with other items not belonging to the Client, the Client acquires joint ownership of the new item proportionate to the value of the reserved items (purchase price plus VAT) to the other mixed items at the time of mixing. If the items are combined such that the Contractor's item is considered the main item, the parties agree that the Contractor shall transfer joint ownership proportionate to the Client and shall hold it free of charge for the Client. The Contractor bears the risk of loss and/or damage and is liable for loss or damage to the provided items in the event of culpable behaviour. The Client must be informed immediately of any impairment of such items.

13. Confidentiality and Industrial Property Rights

13.1 All information made accessible in connection with and during the course of cooperation by or about the Client or its affiliated companies, either directly or indirectly through its affiliated companies, engaged representatives, advisers, or cooperation partners, including but not limited to end-customer-specific and Client-specific (unless identical) information and names, specifications, calculations, layouts, drawings, project names, technical, commercial, and/or business information, content and objectives, as well as all data and documents, regardless of the form or type, whether in written form, on data carriers, in electronic form, orally, or otherwise transmitted, are to be used only for contract initiation or execution, treated strictly confidentially, and may only be disclosed to third parties with the express prior consent of the Client. The Contractor, as the recipient of the confidential information, is not entitled to raise objections of prior use or lack of novelty in a subsequent intellectual property application process initiated by the disclosing party concerning the respective confidential information. This obligation exists for a period of ten (10) years from the initiation of the contract.

13.2 Confidential information does not include information that the Contractor can prove was lawfully known to them prior to disclosure not entailing an obligation to maintain confidentiality; was disclosed or made accessible by a third party entitled to disclose it without an obligation to maintain confidentiality, provided the third party does not violate any confidentiality obligation in handing over the information; is publicly known, obvious, or generally accessible, or part of the state of the art without the Contractor being responsible for this; or is known from their activities. The confidentiality obligation also does not apply to the extent that confidential information must be disclosed by the Contractor by way of the order of a competent court or an administrative or governmental authority, provided that the Contractor notifies the Client, without undue delay, in writing of such an order, allowing the Client to challenge the need for disclosure or seek an appropriate protective order or other court order—provided that such notification to the Client is permitted by the respective procedure.

13.3 The Contractor is obligated to disclose confidential information only to those employees who must necessarily be involved in processing the project. All employees who have access to the aforementioned information must be bound to confidentiality in writing, corresponding to this agreement, excluding the disclosure of confidential information, to the extent permitted, even after the termination of the respective employment relationship. This also applies to subcontractors, to the extent they are required to disclose confidential information in connection with the submission of an offer for the contractual purpose. The Contractor must provide written proof hereof upon request. Affiliated companies of the Contractor are not considered third parties if they work on the contractual purpose and have been subject to confidentiality obligations equivalent to this confidentiality agreement, unless they are competitors of the Client. The Contractor undertakes to inform the Client immediately if they become aware of a breach of this confidentiality agreement. In the event of a breach, the Contractor is fully liable.

13.4 If requested by the Client or after the end of the collaboration under the contract, the Contractor is obligated to promptly return all confidential information to the Client and to destroy all documents, copies, files, etc., created based on the confidential information. This does not apply to routine backup copies of elec-

tronic data traffic, provided this would only be possible with disproportionate effort. The Contractor must confirm the return or destruction of the confidential information in writing within fourteen (14) days after receiving the Client's request or the termination of the collaboration. The Contractor is permitted to retain a copy of confidential information solely for the purpose of proving compliance and must keep it confidential and under lock and key, even beyond the period mentioned in Section 13.1.

13.5 In addition to asserting any claims for damages, the Client also has the right to demand the fulfilment of this confidentiality agreement and may seek injunctive relief from the competent court independently of all other rights under this confidentiality agreement. In the event of confidential information has been disclosed to third parties in an unauthorised manner, the Contractor shall be required to assign their claims to the Client if the Contractor does not take appropriate action against the third party in favour of the Client.

13.6 All industrial property rights to drawings and other documents of the Client remain with the Client and may not be exploited or made accessible to third parties without the prior written consent of the Client. The same applies to other technical details that arise from the order or are revealed in other correspondence or negotiations. No provision of these conditions may be construed so as to grant the Contractor any rights to industrial property rights of the Client.

13.7 In entering into contractual negotiations, the Contractor acknowledges said obligations, regardless of whether a contract is concluded or not.

14. Compliance with Regulations

14.1 The Contractor must ensure that employees used by them or their subcontractors or personnel service providers to fulfil contracts with the Client are paid at least the statutory minimum wage according to MiLoG [Mindestlohngesetz, Minimum Wage Act] or at least the minimum hourly wage based on the ordinance issued under Section 3a AÜG [Arbeitnehmerüberlassungsgesetz, Temporary Employment Act], or, if the services to be provided fall under the scope of the AentG [Arbeitnehmer-Entsendegesetz, Posted Workers Act], the applicable industry minimum wage. They must also ensure compliance with mandatory obligations to pay contributions to social insurance carriers, trade associations, and other institutions, such as the joint institutions of the collective bargaining parties mentioned in Section 8 AentG.

14.2 The Contractor must verify compliance with the prerequisites mentioned in Section 14.1 when selecting subcontractors or personnel service providers and obligate them in writing to comply. The Contractor must also obtain written confirmation from these entities that they require compliance with these requirements from subcontractors or personnel service providers they commission.

14.3 If the Client is justifiably held liable by an employee of the Contractor or an employee of a subcontractor, regardless of the level, or a personnel service provider, for payment of the statutory minimum wage or industry minimum wage, or by one of the institutions of the collective bargaining parties mentioned in Section 8 AentG for payment of contributions, the Contractor shall indemnify the Client from these claims.

14.4 The Client is entitled to terminate the contract with the Contractor without notice if the Client is justifiably held liable under the surety liability provisions of MiLoG or AentG.

14.5 The Contractor is also liable to the Client for any damage resulting from the Contractor's culpable failure to comply with the obligations set out in Sections 14.1 and 14.2.

14.6 Illegal employment of any kind is prohibited.

14.7 The Contractor guarantees that its deliveries comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation, and Restriction of Chemicals ("REACH Regulation"). In particular, the Contractor guarantees that the substances contained in the products it delivers have been registered as required under the REACH Regulation, and that the Client has been provided with relevant safety data sheets or the information required under Article 32 of the REACH Regulation. If the Contractor supplies articles as defined in Article 3 of the REACH Regulation, the Contractor also guarantees its compliance with the obligation to provide sufficient information under Article 33 of the REACH Regulation.

15. Compliance/ Code of Conduct

15.1 The Contractor is obligated to comply with all laws and regulations of the applicable legal system, including but not limited to competition law, anti-corruption, data protection, and export control laws.

15.2 The Contractor declares that they are familiar with and adhere to the Client's Code of Conduct and Supplier Code of Conduct, which are available in their current version on the website of the parent company SMS GmbH at www.sms-group.com/de-de/company/compliance. The Contractor takes all reasonable measures and coordinates with the Client in case of problems and uncertainties. The Contractor must obligate its subcontractors in a comparable manner in writing and provide evidence of this to the Client upon request. For existing business relationships, the Client presumes consent to acknowledge its Supplier Code of Conduct in the context of a (subsequent) order (procurement). Only by providing written notice of objection may the Contractor contest this. The Client points out



General Purchasing Terms and Conditions of elexis AG

that in such a case, the procurement decision will be reviewed and may negatively impact the supplier evaluation.

15.3 If there is a suspicion that the Client's compliance principles and requirements are not being met, the Client reserves the right to request information about the relevant circumstances and, if necessary, to conduct its own investigations, which the Contractor must support. If the Contractor violates any of the obligations specified in this Section 15 or if the Client is subject to claims, the Client has the right, without prejudice to further claims, to claim damages, terminate the contract, or withdraw from it, and the Contractor shall indemnify the Client from all claims.

16. Force Majeure

16.1 If the Client is prevented, due to force majeure, from fulfilling its obligations, particularly from accepting the service, said party shall be released from its performance obligations for the duration of the impediment without being obligated to compensate the Contractor for damages. The same applies if the fulfilment of the obligations becomes unreasonably difficult or temporarily impossible for the Client due to unforeseeable circumstances beyond the Client's control, particularly due to labour disputes, official measures, lack of energy, cybersecurity incidents, or significant operational disruptions. Force majeure is any event beyond the control of the business, caused by elemental natural forces or the actions of third parties, that is unforeseeable according to human insight and experience, cannot be prevented or made harmless with economically reasonable means, even by the utmost care reasonably expected under the circumstances, and is not to be accepted due to its frequency.

17. Jurisdiction and Applicable Law

17.1 The exclusive jurisdiction is Siegen for elexis AG and EMG Automation GmbH, Bielefeld for BST GmbH and Landsberg am Lech for Nyquist Systems GmbH. The law of the Federal Republic of Germany applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).