

Terms & Conditions of Sale, Delivery and Payment of the Häfele Group

1. Scope

1.1 These Terms & Conditions of Sale, Delivery and Payment (the "T&Cs") apply only vis-à-vis entrepreneurs undertaking commercial or self-employed occupational activities and vis-à-vis public law entities. They apply exclusively to all legal relations with business partners (hereinafter referred to as "**Customer**") of Häfele SE & Co KG, Häfele Berlin GmbH & Co KG, Anton Schneider GmbH & Co KG, Nimbus Group GmbH and Häfele Engineering GmbH & Co KG (each hereinafter referred to as "**Supplier**"), even if not referred to in subsequent contracts. Customers' contrary, additional, or terms and conditions deviating from these T&Cs will not be recognised, unless the Supplier has explicitly acknowledged in writing that these are valid. The T&Cs will remain applicable even if the Supplier, whilst aware of the Customer's terms and conditions that run contrary to or deviate from the T&Cs, accepts the Customer's order without reservation and/or executes the delivery to the Customer without reservation.

1.2 These T&Cs correspondingly apply to works and services. Instead of the acceptance/hand-over of the delivered goods, the approval process applies in the case of works and the act of receiving in the case of services.

1.3 Where these T&Cs provide for a written form requirement, this requirement will also be satisfied with the transmission of the text by fax, e-mail or other such remote data transmission method.

1.4 This does not affect rights to which the Supplier is entitled according to legal regulations or under other agreements over and beyond these T&Cs.

2. Quotations, conclusion of contract, characteristics

2.1 The Supplier's quotations are non-binding and are subject to change, unless the Supplier has announced something to the contrary. A contract is only concluded by way of the Supplier's written confirmation, but will be established by the time of the delivery, at the latest.

2.2 All of the information and descriptions of the goods in illustrations, brochures, catalogues and advertising are only approximate. Such information is only binding, if the characteristics or durability of the goods has been explicitly agreed as such in writing. Nor do the Customer's expectations regarding the goods or their use constitute any agreement or guarantee. The assumption by the Supplier of a guarantee or procurement risk must likewise be explicitly agreed in writing.

2.3 If the parties have agreed a characteristic (especially regarding the nature, quality, functionality, compatibility, interoperability), a particular purpose, certain accessories or particular instructions, then only this characteristic, the suitability for the purpose, this accessory and these instructions form part of the scope of delivery. This, therefore, in particular does not come down to the usual use of the goods or the characteristics of the goods, the accessories or the instructions, which the Customer can expect without any further agreement. This does not apply if a consumer sale takes place at the end of the supply chain (end customer is a consumer).

2.4 The scope of the decisive is exclusively based on the Supplier's written order confirmation. In order to be effective, changes to the scope of the delivery must be confirmed in writing by the Supplier. The Supplier reserves the right to make changes to the technical data and design provided these are deviations are customary within the industry, or if the deviations are within DIN tolerances, or, insofar as such changes are minor and reasonable for the Customer to accept. The same applies to the choice of material, the specifications and the construction type.

2.5 The Supplier reserves all rights of ownership, copyright and other property rights to samples, images, drawings, calculations and other such physical or intangible information. The Customer must obtain the Supplier's express written approval before sharing such materials with third parties. The Customer shall, without delay, surrender all quotation documents to the Supplier upon the Supplier's request, as long as they are no longer needed for the proper course of business.

2.6 Assembly services are additionally subject to our Terms of Installation.

2.7 If the Supplier makes no response to the Customer's offers, orders, requests or other such declarations, this may only be deemed to constitute consent if this has been first been agreed in writing.

2.8 If a justified application for opening insolvency or similar proceedings against the Customer's assets is denied due to a lack of assets, Häfele will be entitled to cancel the contract in part or completely.

3. Prices, payment terms, VAT charge notification

3.1 Prices are listed in Euro, and apply ex works unless otherwise separately agreed. Prices do not include the costs of shipment, packaging, insurance, statutory taxes, excise duties or other such charges. A logistics charge will be added. In the case of orders with a net value less than EUR 100.00 net, a service, packaging and shipping charge will be charged in addition to the logistics charge. The logistics charge, and the service, packaging and shipping charge are net charges likewise subject

to the statutory rate of VAT. The statutory value-added tax will be separately indicated in the invoice at the legally applicable rate on the date that said invoice is issued.

3.2 Orders for which no fixed price has been explicitly agreed, and with delivery set for a time at least two months following the conclusion of the contract, will be invoiced at the listed prices of the Supplier applicable on the day of the delivery. The entry in an order form or order confirmation of the list price applicable on the day of the purchase order does not constitute any agreement of a fixed price. In the cases of price increases of more than 5%, the Customer will be entitled to withdraw from the contract. If demanded by the Supplier, the Customer will promptly declare if they intend to exercise their right of withdrawal. If production-related or other such price increases occur up to the day of the delivery, irrespective of the quotation and order confirmation, the Supplier will be entitled to adjust the price correspondingly.

3.3 The payment conditions agreed in each specific case apply to the payment of the invoice. If no payment conditions have been agreed, the delivery price is payable net within 14 days of receiving the invoice (subject to 3.7 of these T&Cs). The deduction of early payment discounts and other rebates is permissible only if this has been agreed in writing and is conditional on the scheduled fulfilment by the Customer of all due payables under the business relationship. The time that the Supplier receives payment is decisive. In the event of a delayed payment, the Customer will be liable to pay interest on arrears at the rate of 9 percentage points over the applicable base interest rate. The Supplier's other claims are not affected.

3.4 Deliveries within the Federal Republic of Germany are payable by invoice, direct debit, advance payment or credit card. With each order the Supplier reserves the right to withhold the offer of particular payment methods and to demand other payment methods. Cash payments will never be accepted.

3.5 The time period for the pre-notification of the SEPA direct debit is at least one day.

3.6 The invoice or credit note recipient explicitly consents to its electronic transmission or delivery. The invoice or credit note will be sent to the recipient as a PDF e-mail attachment or as an online download. The Supplier reserves the right to deliver the invoice or credit note in paper form or by another permissible means.

3.7 By entering the credit card number into the order, the Supplier is entitled to collect the purchase price amount from the credit card account stated in the order.

3.8 Contrary to Paragraph 3.3 of these T&Cs, the payment in the case of foreign deliveries will be made prior to the delivery (advance payment), unless an alternative arrangement has been agreed in writing beforehand.

3.9 To ensure that the VAT charge notification is properly indicated in invoices, the Supplier must be provided with all necessary information in good time, especially the end destination of the shipment or consignment, and whether the sale of the goods constitutes a chain transaction for VAT purposes in accordance with Section 3(6a) 1st sentence German Value Added Tax Act (UStG). In the case of a chain transaction, the Customer must notify the Supplier if it or a buyer downstream from it in the chain is undertaking or arranging the goods transport.

a. If a buyer or its subcontractor downstream in the chain from the Customer undertakes the transport, the Supplier will issue the invoice with the value-added tax of the departure country indicated.

b. If the Customer undertakes the transport using a value-added tax ID no. of a country in which the Supplier is registered, the Supplier will issue the invoice with the value-added tax of the departure country indicated.

3.10 If the delivery of the goods to the Customer constitutes a VAT-exempt intra-Community supply of goods, the Customer undertakes, when requested, to issue the Supplier with a confirmation of the arrival of the goods in the other EU community territory (confirmation of arrival). If no confirmation of arrival (supporting documents) is received on request and/or no valid foreign value-added tax ID no. (accounting evidence) is issued, the Supplier reserves the right to corrected the issued invoice and retrospectively indicate the value-added tax and to indicate the same rate of value-added tax in future invoices until such time as the confirmation of arrival and/or valid value-added tax ID no. is presented. If there is doubt regarding the existence of a chain transaction and the Customer has partly or completely failed to issue the information pursuant to sub-paragraphs 3.8 and 3.9, the Supplier will issue all invoices with the value-added tax of the country of departure indicated. The Customer is liable to pay the Supplier the value-added tax in addition to the agreed net payment. Alongside the value-added tax amount, in this case the Supplier will also be entitled to pay the invoice the Customer for the interest assessed against the Supplier in accordance with Section 233a Fiscal Code (AO). The Customer may demand a corrected invoice with German value-added tax indicated, once the pre-conditions for this have been fulfilled.

3.11 The Customer is only entitled to exercise a right of retention insofar as its counter-claim has its origin in the same contractual relationship.

4. Deliveries, delivery time

4.1 Delivery periods (delivery deadlines and dates) are approximate time periods. The delivery period commences with the conclusion of the relevant contract, but not before the Customer has fulfilled its duties to cooperate and, in particular, not until all technical and commercial issues have been clarified between the parties. If a delivery date has been

agreed, the delivery date will be postponed for a reasonable time if the Customer has not fulfilled its duties to cooperate in good time, and, in particular, if all the technical and commercial issues have not been clarified between the parties. The fulfilment of delivery periods is conditional on the Customer's timely and proper fulfilment of its other obligations.

4.2 The delivery period will be deemed to have been observed if, by the time it expires, the goods have left the place of shipment or notification of readiness for dispatch has been issued. The fulfilment of the delivery period is conditional on the Supplier duly receiving (especially in good time) supplies from its own sub-supplier, unless the Supplier is responsible for the failure to be properly supplied by its own sub-suppliers. In the event of a failure to be properly supplied by its own sub-suppliers, the Supplier will be entitled to withdraw from the contract. The Supplier will inform the Customer without delay if the Supplier is exercising its right of withdrawal, and it will return any advance performance rendered by the Customer.

4.3 The Supplier will be entitled to make part deliveries, unless, having taken the interests of the Supplier into account, part deliveries are not reasonable for the Customer.

4.4 Excess and short deliveries of up to 10% are permissible. This applies when the delivery is made in full, but also if the delivery is permissibly made in parts. Claims for defects are excluded in this respect. The delivery price will not be affected through this.

5. Dispatch, transfer of risk, delay in acceptance

5.1 Shipments will be made to the specified delivery address. The Supplier reserves the right to select the type of dispatch and packaging.

5.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the time the goods are handed over to the individual, company or agency commissioned with performing the consignment. If the delivery of the goods is delayed for reason for which the Supplier is not responsible, the risk will pass to the Customer at the time that the readiness for shipment is announced.

5.3 If the Customer delays in accepting the goods, or if it infringes any other duties of cooperation, the Supplier will be entitled to demand compensation for the loss it thereby suffers, unless the Customer is not responsible for the failure to accept the infringement of the duties of cooperation. The Supplier's other claims are not hereby affected. During the period of the delayed acceptance, the Supplier is entitled, moreover, to store the goods at the cost of the Customer, and to demand reimbursement of any additional costs incurred. The risk of accidental loss or deterioration of the purchased goods passes to the Customer no later than the time its default of acceptance commences. Following the unsuccessful expiry of a reasonable period of time set by it, the Supplier will be entitled to otherwise dispose of the goods and to perform a delivery to the Customer following a reasonable extension of time.

5.4 Irrespective of these claims for defects, the Customer must nevertheless accept the goods if this exhibit minor faults.

6. International deliveries and re-export to Russia

6.1 In the case of cross-border deliveries, the Customer shall submit to the competent authorities in good time all declarations and actions necessary for export from Germany and import into the country of destination, in particular it must obtain the documents required for customs clearance and satisfying the requirements for any and all export controls or other restrictions on marketability.

6.2 Deliveries are subject to the condition that there are no obstacles to performance due to national or international regulations, in particular export control regulations, embargoes or other sanctions.

6.3 Delays due to export controls shall extend delivery times accordingly; delivery dates will be postponed for a reasonable period.

6.4 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Agreements between Supplier and Customer that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and shall undertake its best efforts to ensure that the aforementioned purpose is not frustrated by any third parties further down the commercial chain, including by possible resellers.

6.5 The Customer 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 paragraph 6.4.

6.6 Any violation of paragraphs 6.4 and 6.5. shall constitute a material breach of an essential element of this Terms and Conditions, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to: Termination of Agreements between Supplier and Customer and a penalty of 2 % of the total value of the Agreements or price of the goods exported, whichever is higher.

6.7 The Customer shall immediately inform the Supplier about any problems in applying paragraphs 6.4 or 6.5, including any relevant activities by third parties that could frustrate the purpose of paragraph 6.4. The Customer shall make available to the Supplier information concerning compliance with the obligations under paragraph 6.4 and 6.5 within two weeks of the simple request of such information.

7. Retention of title

7.1 All goods will remain the property of the Supplier until the delivery price has been paid in full and all claims arising from the existing commercial relationship with the Customer have been settled.

7.2 Any processing or reworking of the goods subject to retention of title by the Customer is undertaken on behalf of the Supplier. The Customer's contingent right to the goods subject to a retention of title extends to the processed or reworked item. If the goods are inseparably incorporated, combined or processed with other items not belonging to the Supplier, the Supplier will acquire joint ownership of the new item in the ratio of the value of the goods to the other items processed at the time of the incorporation, combination or processing. The same will apply in the event that the goods are incorporated or mixed with other items not belonging to the Supplier in such a way that the Supplier loses its sole ownership. The Customer will safeguard the new items free of charge on behalf of the Supplier. In all other respects, the same provisions will apply to the item produced by the processing or reworking and incorporation or combination as apply to the goods subject to a retention of title.

7.3 The Customer is entitled to resell the goods subject to a retention of title in the normal course of its business provided it fulfils in good time its duties arising from the contractual relationship with the Supplier. However, the Customer hereby assigns to the Supplier all claims accruing to it from the resale in the value of the final invoice amount (including value added tax) of our receivable, regardless of whether the goods were resold unprocessed or post-processing. The Supplier hereby accepts the assignment. If an assignment is not permitted, the Customer shall instruct the garnishee to make any payments to the Supplier exclusively. The Customer will remain authorised to collect the claim in its own name following the assignment. The collected sums must be remitted to the Supplier without delay. The Supplier's authority to collect the receivable remains hereby unaffected. However, the Supplier undertakes to refrain from collecting the receivable provided the Customer fulfils its payment obligations. The Supplier may for good cause revoke the Customer's authorisation to collect receivables and its resale entitlement, especially if the Customer fails to properly fulfil its payment obligations towards the Supplier, it is in arrears with or ceases making payments, or if the Customer files an application to open insolvency or similar debt settlement proceedings against the Customer's assets or a justified third-party application for opening insolvency or similar debt settlement proceedings against the Customer's assets is denied due to a lack of assets. When requested, the Customer shall inform his own customers of the assignment and provide the Supplier with all information necessary to assert the assigned claims (list of the claims due to the Supplier, including the name and address of the Customer, amount of the individual claims, invoice date, etc.). In the event of a blanket assignment arranged by the Customer, the claims assigned to the Supplier are to be expressly excluded.

7.4 Without prejudice to the foregoing, the purchaser is not entitled to pledge the goods subject to a retention of title, to assign them by way of security or to make any other disposals that place the property of the Supplier at risk. If the goods are attached or otherwise claimed by third parties, the Customer must immediately notify the Supplier in writing and issue all the necessary notices to inform third parties of the Supplier's proprietary rights; the Customer shall support the Supplier with the measures taken to protect the goods subject to a retention of title. To the extent that the third party is not in a position to compensate the Supplier for the court and out-of-court costs of asserting the Supplier's proprietary rights, the Customer is obliged to compensate the Supplier for the resulting loss unless the Customer is not responsible for the breach of obligation.

7.5 In the event of a breach of contract by the Customer, in particular in the event of default of payment, the Supplier will be entitled, without prejudice to its other rights, to withdraw from the contract after having set a reasonable grace period. The Customer shall grant the Supplier or its authorised agents immediate access to the goods subject to a retention of title and will surrender said goods to them. Following an appropriate timely announcement, the Supplier is entitled to otherwise use the goods subject to a retention of title in order to satisfy its due claims against the Customer.

7.6 The Customer undertakes to handle the goods subject to a retention of title carefully for the duration of the retention of title; it is particularly obliged, to adequately insure the goods at replacement value against theft, breakage, fire and water damage; it shall bear the costs of this insurance. When requested, the Customer must prove to the Supplier that insurance has been arranged. The Customer, here and now, irrevocably assigns to the Supplier, his compensation claims against the insurance company or any other such indemnity provider, for the type of damage and loss described in sentence 1, said assignment to be equal to the amount of the receivables payable to the Supplier. The Supplier hereby accepts the assignment. In the event that the assignment is not permitted, the Customer shall instruct the insurer that any payments are to be made to the Supplier only. The Supplier's other claims are not affected.

7.7 The Supplier undertakes to release the securities at its disposal, at the Customer's request, to the extent that the realisable value of the securities exceeds the Supplier's claims arising from the commercial relationship with the Customer by more than 10%, taking due account of standard bank deductions. This assessment is made based on the invoice value of the good subject to the retention of title, and the par value of the

receivables. The selection of the collateral to be released is at the Supplier's discretion.

7.8 In the case of deliveries to other jurisdictions in which these provisions on the retention of title do not have the same collateral effect as they do in the Federal Republic of Germany, the Customer shall hereby grant the Supplier an equivalent collateral interest. Where other measures are required to achieve this, the Customer shall do everything to grant the Supplier such a collateral interest without delay. The Customer shall support all measures that are necessary and conducive to ensuring the effectiveness and enforceability of such collateral interests.

8. Claims in respect of defects

8.1 The Customer's rights in the event of defects are subject to the Customer inspecting the supplied goods upon delivery, including by means of sample processing or trial use where this can be reasonably expected, and notifying the Supplier in writing of obvious defects without delay after the delivery of the goods. The Supplier must be informed in writing of any hidden defects without delay following their detection. The Customer shall describe the defects in writing in its notification to the Supplier. The Customer must also observe the specifications, instructions, guidelines and provisions in the technical instructions, installation, user and operating manuals and other documents pertaining to the goods, and in particular, it must properly perform and document maintenance work and use recommended components. Defect claims for defects arising as a result of a breach of this obligation are excluded.

8.2 In the event of a material defect, the Supplier is entitled, at its own choice, to either render subsequent performance by rectifying the defect or supply fault-free goods. The Customer must grant the Supplier the necessary time and opportunity to do so. Parts that have been replaced are the property of the Supplier and are to be returned to it.

8.3 If the subsequent performance fails or is refused, the Customer may withdraw from the contract or reduce the delivery price in accordance with the statutory provisions, notwithstanding other claims to compensation or the reimbursement of costs. This also applies if subsequent performance is not tenable to the Customer, or if it is delayed for an unreasonable length of time for reasons attributable to the Supplier.

8.4 The Customer's right to withdraw is excluded if it is not in a position to return the performance rendered, and if said return cannot be performed due to the nature of the performance rendered, because the Supplier is at fault, or because the fault only became apparent once the goods were processed or reworked. The right to withdraw is further excluded if the Supplier is not responsible for the defect and if the Customer is required to pay compensation for loss in value instead of returning the performance received.

8.5 No defect claims arise in the case of defects resulting from natural wear, especially in the case of wearing parts, improper handling, assembly, use or storage, or changes or repairs to the goods carried out improperly by the Customer or a third party. This also applies to defects that are attributable to the Customer or to technical cause other than the original defect.

8.6 The Customer's claims for reimbursement of expenses instead of compensation in lieu of performance are excluded where a reasonable person would not have incurred said expenses.

8.7 The Supplier extends no guarantees, especially not any guarantee of characteristics or durability, unless something to the contrary has been agreed in writing in the specific case.

8.8 The limitation period for defect claims by the Customer is one year except where a consumer goods sale takes place at the end of the supply chain. If the defective goods have been used in the customary manner for a building and have caused the building to become defective, or in the case of a defect in a building, the limitation period will amount to five years. The one-year limitation period also applies to claims in tort based on a defect in the goods. The limitation period commences with the delivery of the goods. The one-year limitation period does not apply to the Supplier's unlimited liability for damage arising from a breach of a product warranty or for injury to life, limb or health, for intent and gross negligence, and for product defects or to the extent that the Supplier has assumed a procurement risk. A statement by the Supplier in response to a defect claim brought by the Customer is not to be considered as the opening of negotiations regarding the claim or the circumstances giving rise to the claim, insofar as the Supplier rejects the defect claim in its entirety.

8.9 The statutory limitation period for the Customer's claims for recourse against the Supplier due to a defect in resold goods (recourse against the supplier, Section 445b BGB) remains unaffected. The limitation period for these claims for recourse commence no earlier than two months after the time at which the Customer has fulfilled the claims of its own purchaser. The suspension of the limitation period will end no later than five years after the time when the Supplier delivered the contractual object to the Customer. This does not apply if a consumer goods sale takes place at the end of the supply chain.

9. Supplier's liability

9.1 The Supplier is liable without limitation for damage resulting from the breach of a guarantee or due to death or personal injury. The same applies to deliberate acts and gross negligence, or if the Supplier has assumed a

procurement risk. The Supplier will only be liable for slight negligence if this entails the infringement of essential obligations that arise due to the nature of the contract, and are of particular significance for attaining the contractual purpose. In the case of an infringement of such obligations, or default and impossibility, the Supplier's liability will be limited to damage that must be anticipated to typically arise in connection with the contract. This will not affect any strict statutory liability for product defects.

9.2 If the Supplier's liability is excluded or limited, the same applies to the personal liability of the Supplier's employees and workers, associates, representatives and vicarious agents.

10. Force majeure

10.1 If the Supplier is unable to fulfil its contractual obligations due to force majeure, especially if it is prevented from making delivery of the goods, the Supplier will be released from its performance obligations for the duration of the impediment plus a reasonable lead time, and it will not be liable to compensate the Customer in this connection. The same applies if the fulfilment of the Supplier's obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which the Supplier is not responsible, especially labour disputes, a pandemic, official measures, energy shortages, interruptions to the supply of raw materials, supply obstacles experienced by a sub-supplier or major operational interruptions. This also applies if a sub-supplier is affected by these circumstances. Insofar as the Supplier is released from its delivery obligations, the Supplier will return any advance performance rendered by the Customer.

10.2 Following the expiry of a reasonable period of time, the Supplier will be entitled to withdraw from the contract if such an impediment lasts for longer than four months, and the impediment means that the Supplier no longer has any interest in the fulfilment of the contract. If demanded by the Customer, following the expiry of the time limit the Supplier will state if it will exercise its right of withdrawal or deliver the goods within the reasonable period of time.

11. Software

11.1 The subject of the contract is a programme suitable for usual use, or the use required pursuant to the contract. The Customer is responsible for ensuring that the programme functions meet the needs of the purchaser and for ensuring the programme will function in the combination the purchaser has responsibly chosen.

11.2 If programmes are to be run on the Customer's own hardware, the interaction of programmes with the hardware is the Customer's responsibility.

11.3 The programmes provided by the Supplier for the Customer's use, are protected by copyright. The Customer undertakes to only use these programmes for himself, and within the limits of the contractual agreement. The Customer may only copy, edit or translate the software, or convert the object code into source code within the legally permissible limits (Section 69a et seqq. Copyright Act, "UrhG"). It undertakes to refrain from removing manufacturer information – including copyright notices, serial numbers or other identifying characteristics of the software – and not to modify these, unless it has the prior written permission of the Supplier. The Supplier reserves all other rights to the software and the documentation, including copies thereof.

11.4 If software is included in the scope of delivery, the Customer is granted a non-exclusive, non-transferable right to use the software and the accompanying documentation. The software is supplied for use on the designated product, for a period of time limited in accordance with the terms of supply. The granting of sub-licenses is prohibited.

11.5 The Customer is obliged to take appropriate measures to prevent unauthorised third-party access to the software and the documentation. It shall store the supplied original data storage media and back-up copy in a place secure from unauthorised third-party access. Its employees are to be expressly instructed to comply with these Terms and Conditions of Delivery and the provisions of the German Copyright Act.

11.6 The Supplier's liability for the loss of, or changes to, data is limited to the typical data recovery costs had regular back-up copies been made regularly and in accordance with the level of risk.

11.7 By way of supplementing Paragraph 8, the following conditions apply to software defect claims:

11.8 If a material defect exists, the Supplier itself or a third-party appointed by it, will initially attempt to eliminate or arrange for the elimination of the fault. To this end, it will, at its own choice, either provide the Customer with a new, fault-free copy of the software or it will eliminate the fault. Elimination of the fault is also said to be achieved if the Supplier provides the Customer with workarounds, irrespective of whether these are software-based or delivered in the form of instructions, provided these are tenable to the Customer and the software remains unreservedly usable in the main.

11.9 In the event of any defective title to the software, the Supplier may, at its own cost and based on its own decision:

- a) procure the right for the Customer to use the software or the element causing the infringement;
- b) adapt and transform the software or the element causing the infringement, so as to eliminate this infringement; or
- c) replace the software or the element causing the infringement with

alternative software with a similar performance capability, provided this is tenable to the Supplier.

12. Product liability

12.1 The Customer shall not modify the goods; in particular, it shall not alter or remove the existing warnings regarding the risks of improper use of the goods. If this obligation is breached, the Customer shall indemnify the Supplier inter se against third-party product liability claims unless the Customer is not responsible for the modification of the goods.

12.2 Should the Supplier be compelled to issue a product recall or warning due to a product defect in the goods, the Customer shall, to the best of its abilities, cooperate with the measures that the Supplier considers necessary and appropriate, and it shall support the Supplier with such measures, including without limitation with the identification of the necessary customer data. The Customer is obliged to bear the costs of the product recall or warning unless it is not responsible for the product defect in accordance with the principles of product liability legislation. The Supplier's other claims are not affected.

12.3 The Customer shall immediately inform the Supplier in writing of any risks arising from use of the goods and any potential product defects that come to its knowledge.

13. Confidentiality

13.1 The parties are under obligation to maintain the confidentiality of all information made accessible to them that is labelled as confidential or is evidently commercial secrets owing to other circumstances for a period of five years from the delivery; unless it is necessary for the commercial relationship, they shall not record, disclose or exploit such information. The parties will, in particular, ensure that the commercial secrets belonging to the respective other party are made accessible only to those employees and workers where this is expedient for the business relationship, and then only to the extent that is appropriate. The duty of non-disclosure also extends to physical articles that embody commercial secrets. The receiving party is prohibited, in particular, from performing reverse engineering on any goods or article in order to acquire the commercial secrets embodied therein. Commercial secrets encompass all information labelled as confidential or secret, or which is evidently a commercial secret given the circumstances, and especially includes technical information (e.g. drawings, product and development descriptions, methods, processes, formulae, techniques and inventions) and commercial information (such as pricing and finance data, as well as sources of supply).

13.2 The duty of non-disclosure does not apply to the extent that the receiving party is able to demonstrate that the information was already known to it before the start of the contractual relationship, or that it was in the public domain prior to the commencement of the contractual relationship, or in the event that it enters the public domain or becomes publicly accessible through no fault of the receiving party. The receiving party bears the burden of proof here.

13.3 The parties shall ensure, by means of appropriate contractual

agreements with their employees, other workers and other parties who gain access to the commercial secrets of the other party pursuant to (1), above, that these persons are also bound by a corresponding non-disclosure obligation for a period of five years from the delivery.

14. Data protection

14.1 The parties are obliged to observe the legal regulations concerning data protection, especially the European General Data Protection Regulation ("GDPR"), during the performance of the contract, and to enjoin their employees to comply with these provisions.

14.2 The parties will process the received personal data (names and contact data of the respective contacts) exclusively for the purpose of fulfilling the contract, and they shall secure this information through security measures (Art. 32 GDPR), which are in accordance with the state of the art. The parties are obliged to erase personal data once no longer needed for processing. Any statutory data retention obligations remain hereby unaffected.

14.3 If, in connection with the performance of the contract, one party processes personal data on behalf of the other, the parties will conclude a contractual data processing agreement pursuant to Art. 28 GDPR in this regard.

14.4 Information on the scope of the processing of the Customer's personal data can be found in the general data protection information (Art.

12-14 GDPR) on our homepage:
https://www.hafele.com/INTERSHOP/web/WFS/Hafele-COM-Site/en_US/-/USD/ViewStandardCatalog-BrowseLevel1?SeoID=646

15. Concluding provisions

15.1 The language of the contract is German.

15.2 The place of performance for all performance rendered by the Customer or the Supplier, is the Supplier's registered address, unless agreed otherwise.

15.3 The Customer may assign its rights and obligations to third parties only with the Supplier's prior written consent.

15.4 All legal relationships between the Customer and the Supplier are governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.5 If the Customer is a registered merchant within the definition of the German Commercial Code, or is a public law entity or a public law special fund, the sole legal venue for all disputes arising from the business relationship between the Customer and Supplier shall be the local court having jurisdiction at the registered address of the supplier. The Supplier may also pursue legal actions at the Customer's registered address or at any other admissible legal venue. Arbitration clauses are hereby rejected.

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