

General Terms and Conditions of Venturetec Rotating Systems GmbH

I. Validity and general provisions

1. The following General Terms and Conditions ("General Terms and Conditions" or "**GTC**") apply exclusively for the business relationship between buyers and/or customers (hereinafter "**Customers**") and Venturetec Rotating Systems GmbH (hereinafter "**VENTURETEC**" or "**we**"). The GTC apply in particular to contracts for the sale, delivery and/or manufacture of movable items (hereinafter "**Object of Purchase**"), irrespective of whether we manufacture the Object of Purchase ourselves or purchase it from suppliers (Sections 433, 650 BGB [German Civil Code]). These GTC apply only if the Customer is an entrepreneur (as defined by Section 14 BGB), a legal entity under public law or a special fund under public law.
2. These GTC apply exclusively. Deviating, conflicting or supplementing general terms and conditions of the Customer shall only become part of the contract if and to the extent that VENTURETEC has expressly agreed to the validity of these. This requirement of consent applies in every case, in particular even if the Customer's general terms and conditions are not expressly rejected in an individual case or VENTURETEC carries out the deliveries/services to the Customer without reservation in knowledge of the Customer's general terms and conditions.
3. Legally significant declarations and notifications by the Customer concerning the contract (for example, the setting of a deadline, notification of defects, withdrawal or reduction) must always be made in writing, i.e. in written or text form (for example, letter, email, fax). Legal formal requirements and any additional evidence, particularly in case of doubt about the legitimacy of the declarant, shall continue to apply.
4. References to the applicability of statutory provisions are for the purposes of clarification only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

II. Offers, conclusion of contract, individual agreements and representation

1. Unless and insofar as VENTURETEC has expressly designated its offers as binding, they shall be subject to change and non-binding. This also applies if catalogs, technical documentation (for example drawings, plans, calculations, references to DIN standards), other production descriptions or documents—including in electronic form—are provided to the Customer.
2. Illustrations, drawings, weights and dimensions or other information or data regarding the delivery and performance to which the offers, cost estimates or contracts refer shall be binding only if this is expressly agreed in writing. They constitute a guarantee or assumption of a procurement risk only if this is expressly agreed.

3. The order placed by the Customer is considered a binding contractual offer. VENTURETEC may accept the offer within one week of receipt.
4. An order placed without a prior offer shall only be deemed accepted once VENTURETEC has confirmed it. The confirmation is usually made in writing or in text form (for example through our order confirmation or our notice of readiness for dispatch/collection). Acceptance of an order in response to our prior offer may also be effected by delivery of the goods. In both cases, the text of the declaration shall be decisive for the content of the contract.
5. Individual agreements made in individual cases at the time of or after the conclusion of the contract with the supplier (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GTC. With the exception of managing directors or authorized signatories, employees of VENTURETEC are not entitled to make agreements that deviate from written agreements or these GTC, unless they are entitled to do so on the basis of a power of attorney issued in writing and known to the supplier. Subject to proof to the contrary, a written contract and/or our written confirmation shall be authoritative for the content of individual agreements.

III. Price, deliveries, delivery conditions and transfer of risk

1. Unless and insofar as otherwise agreed in individual cases, our prices shall apply for the scope of services and deliveries listed in the order confirmations. Additional or special services shall be charged separately. All prices are for deliveries and services ex works plus packaging, transport and insurance costs, plus any costs for assembly and commissioning and, in the case of export deliveries, plus customs duties as well as fees and other public charges. The prices do not include statutory VAT (subject to further provisions on taxes in Section VII).
2. Notwithstanding para. 1 and only if expressly agreed with the Customer, we shall ship the Object of Purchase to the destination specified by the Customer. This shall be done—including any packaging—at the expense of the Customer. The risk of accidental loss and accidental deterioration of the Object of Purchase shall pass to the Customer in the cases of sentence 1 of this paragraph upon receipt by the Customer of our notice of readiness for dispatch or—if the latter is not provided for in the contract—no later than upon handover of the Object of Purchase to the forwarding agent, carrier or other transport party. This also applies if partial deliveries are made or if we have assumed responsibility for other services (for example, the above-mentioned dispatch or transport or the assembly).
3. The risk of accidental loss and accidental deterioration of the Object of Purchase shall also pass to the Customer if it is in default of acceptance, in particular if collection on a specific date has been agreed or the Customer has been notified of the possibility of collection at least five days in advance. In this case, the risk shall pass on the agreed or notified collection date. During the delay in acceptance, we shall only be responsible for intent and gross negligence.
4. If VENTURETEC has agreed to carry out the installation and/or assembly, the Customer shall, in the absence of an agreement to the contrary, bear all necessary

ancillary costs (for example, travel costs, costs for the transport of materials and tools, costs for the transport of personal luggage and the accommodation allowance of employees) in addition to the agreed remuneration.

5. Partial deliveries are permissible insofar as they are reasonable for the Customer.
6. Unless otherwise agreed, the place of performance for any work services shall be our place of business in Kaufbeuren, unless the services necessarily have to be rendered at the Customer's premises or at a place specified by the Customer. If in the case of any work performance an acceptance has been agreed or is stipulated by law, the transfer of risk shall take place upon acceptance.
7. Packaging of the Object of Purchase such as pallets, containers or other reusable packaging shall remain our property and must be returned by the Customer to our place of delivery without delay and free of charge. Non-returnable packaging will not be taken back.

IV. Delivery period and delay in delivery

1. Completion periods or dates for deliveries and services (delivery periods) promised by us (for example in the order confirmation) are always only approximate, unless a fixed period or date has been expressly agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
2. VENTURETEC's compliance with the delivery dates presupposes that all commercial and technical questions between the contracting parties have been clarified and that the Customer has fulfilled all obligations incumbent upon it, such as the provision of the necessary official certificates or permits or the payment of a deposit. If this is not the case, the delivery time will be extended accordingly. This does not apply if VENTURETEC is responsible for the delay.
3. Compliance with the delivery time shall be subject to correct and timely delivery by our suppliers. VENTURETEC shall inform the Customer as soon as possible of any impending delays.
4. The delivery deadline shall be deemed met if the Object of Purchase has left the VENTURETEC plant by the end of the delivery period or if the Customer has been notified that the Object of Purchase is ready for shipment.
5. If the dispatch of the Object of Purchase is delayed for reasons for which the Customer is responsible, the latter shall be charged the costs incurred by the delay, starting 14 days after notification of readiness for dispatch. These shall notably be a storage charge of 0.5% of the price of the stored items per month or part thereof, but no more than a total of 5%. The contracting parties are at liberty to prove higher or lower costs.
6. Unforeseeable, unavoidable events of force majeure beyond the control of VENTURETEC and for which VENTURETEC is not responsible, such as war, acts of terrorism, epidemics/pandemics, natural disasters, strikes, lockouts, occupation of factories and premises, official measures, shortage of energy, materials or raw materials, fire and explosion damage, traffic and operational disruptions, acts of state (whether lawful or unlawful) or similar events shall release us from the obligation to

deliver or perform on time for the duration thereof. This also applies if these events occur at a time when VENTURETEC is already in default. Agreed dates/deadlines will be postponed/extended by the duration of the disruption; the Customer will be informed of the occurrence and the end of the disruption in an appropriate manner. VENTURETEC is not obliged to procure replacement goods from third parties. If the end of the disruption is not foreseeable or if it lasts longer than two months, each party shall be entitled to withdraw from the contract with respect to the affected scope of services. The Customer may withdraw from the contract without setting a deadline if it ultimately becomes impossible for VENTURETEC to provide the entire service before the transfer of risk. Furthermore, the Customer can withdraw from the contract if in a given order the execution of a part of the delivery becomes impossible and the Customer has a justified interest in refusing the partial delivery. If this is not the case, the Customer shall pay the contract price apportionable to the partial delivery. The same applies in the event of incapacity on the part of VENTURETEC. In all other respects, Section X of these GTC shall apply. If the impossibility or incapacity occurs during the delay in acceptance or if the Customer is solely or predominantly responsible for these circumstances, it shall remain liable for counter-performance.

7. If, under consideration of the legal exceptions, the Customer sets VENTURETEC a reasonable deadline for performance after the due date and if the deadline is not met, the Customer shall be entitled to withdraw from the contract within the framework of the statutory provisions. At the request of VENTURETEC, the Customer undertakes to declare within a reasonable period of time whether it will exercise its right to withdraw from the contract.
8. Further claims arising from delayed delivery shall be determined exclusively according to section X of these GTC.

V. Cost estimates concerning contracts for work and services and contracts for work and materials

1. Unless expressly agreed otherwise, we do not assume any warranty for the correctness of cost estimates for any work performance or work delivery performance. These are in principle non-binding. The provisions in Section III shall apply accordingly to the prices stated in the cost estimate.
2. If it is to be expected that the cost estimate for work services or work deliveries of non-fungible items will be significantly exceeded without any change in the scope of services, we shall notify the Customer immediately and obtain the Customer's consent before carrying out any further work.
3. As a rule, a significant overrun within the meaning of paragraph V.2 shall not be deemed to have occurred if the overrun does not exceed 10% of the estimated net final price of the cost estimate with the scope of services remaining unchanged.
4. The Customer shall have a right of termination in the event of such a significant overrun. If this is exercised, we shall be entitled to a part of the remuneration corresponding to the work performed and reimbursement of the expenses and costs not included in the remuneration.

5. If this is agreed in the individual case, the services rendered and expenses incurred for the purpose of preparing a cost estimate shall be invoiced to the Customer. If the contract is subsequently concluded, the preliminary work shall be compensated with the agreed remuneration.

VI. Payments and invoices

1. Unless otherwise agreed, payments shall be made in euros within 30 days of the invoice date without any deductions and free of charge. The credit entry on the bank account of VENTURETEC shall be decisive for the timeliness of payment. In the case of work performances, Section 641 para. 1 BGB shall not be affected.
2. Payment must be made to the bank account of VENTURETEC specified in the contract or to the bank account specified by written notice of change sent by post. Payments to other bank accounts shall have no debt-discharging effect. Full crediting to the bank account of VENTURETEC defined according to sentence 1 shall be decisive for the timeliness and fulfillment effect of the payment.
3. Objections or complaints regarding the invoices should be made within eight days after the respective invoice has been handed over, unless the circumstances dictate otherwise. However, failure to notify shall not affect the rights of the Customer.
4. Offsetting with counterclaims by the Customer or the retention of payments on the basis of such claims of the Customer is only permissible insofar as the counterclaims are undisputed, recognized or have been legally established. Furthermore, the Customer shall only be entitled to a right of retention insofar as the reason for the right of retention is based on the same contractual relationship.
5. If the Customer defaults on a payment, the statutory provisions shall apply.
6. In the case of extensive expenditure on materials and long-term work within the scope of commissioned works and services, it shall be at our discretion to demand an appropriate advance payment as an advance on costs.

VII. Taxes

1. Our prices do not include statutory value added tax. This will be charged additionally to the Customer. This shall not apply if the VAT or similar taxes are owed by the Customer by law and/or the reverse charge procedure is to be applied. If the Customer's national legislation prescribes the application of the reverse charge procedure or any other simplification procedure that obliges the recipient of a delivery or service to self-assess or withhold VAT or similar taxes, the Customer shall be obliged to self-assess or withhold and pay the taxes to the competent tax authorities in due time.
2. If the reverse charge procedure or any other procedure is optional, VENTURETEC will inform the Customer whether such a procedure is to be carried out. The Customer will support VENTURETEC to the best of its ability in obtaining a tax exemption or fulfilling the requirements for a zero tax rate. Upon VENTURETEC's request, the Customer shall submit all documents requested by VENTURETEC within 14 calendar days (e.g. exemption certificates for deliveries, proof of movement for intra-EU deliveries or proof

of export). If VENTURETEC incurs an obligation to pay VAT or similar taxes resulting from a breach of duty by the Customer, the Customer shall reimburse VENTURETEC for such VAT or similar taxes, unless the Customer is not responsible for the breach of duty.

3. For payments subject to withholding tax, the following applies:
 - a) Insofar as the Customer has the legal obligation to withhold taxes in the name of and for the account of VENTURETEC from the payment to be made to VENTURETEC and to pay them to the local tax authority, the Customer shall be independently responsible for this. If the Customer does not comply with this obligation and fails to withhold and/or pay the taxes in whole or in part, the Customer must compensate VENTURETEC for the damage resulting from a subsequent tax claim, unless the Customer is not responsible for the breach of duty.
 - b) VENTURETEC shall be responsible for fulfilling the formal requirements for any reduction of the withholding tax rate (if applicable, to zero). All necessary applications and residency certificates must be provided by VENTURETEC. The Customer is obliged to assist VENTURETEC to the best of its ability in reducing the withholding tax rate (if necessary to zero).
 - c) If a double taxation agreement (DTA) exists between Germany and the Customer's country of residence or the country in which VENTURETEC carries out the activities and the requirements for a withholding tax reduction (if applicable to zero) are met under the applicable DTA, the Customer may only withhold the maximum amount of withholding tax specified in the applicable DTA from the payments to VENTURETEC.
 - d) If the above requirements are not met, the Customer may withhold tax only at the rate applicable under the national law of the Customer's country of residence or of the country in which VENTURETEC performs the activities and pay it to the local tax authority on behalf of VENTURETEC in due time.
 - e) The Customer is obliged to send a proper tax certificate regarding the withholding tax payment on behalf of VENTURETEC to VENTURETEC without delay. If the proper tax certificate is not sent or not sent on time, the Customer shall bear all tax disadvantages arising for VENTURETEC from the missing or delayed sending of the official tax certificate, unless the Customer is not responsible for the breach of duty.

VIII. Reservation of title and tools

1. The Object of Purchase (Reserved Goods) shall remain our property until full payment of all claims already accrued between us and the Customer and future claims from the entire business relationship with the Customer, including balance claims from a current account relationship limited to this contractual relationship.
2. The Customer is obliged to store the Object of Purchase delivered under reservation of title carefully at its own expense, to maintain it if necessary and to repair it. It is obliged to insure the Object of Purchase at its own expense against fire, water damage,

burglary, theft and damage. The Customer is also obliged to notify us immediately in writing or in text form of any damage to the Object of Purchase.

3. The Object of Purchase subject to reservation of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Customer must inform us immediately if an application is made to open insolvency proceedings or if third parties have access to the Reserved Goods.
4. If the Customer acts in breach of contract, in particular in case of default of payment, VENTURETEC shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the Reserved Goods on the basis of the reservation of title and the withdrawal. Demanding the return of the Object of Purchase constitutes a withdrawal from the contract. If the Customer does not pay the purchase price due, VENTURETEC may only assert these rights if it has previously set the Customer a reasonable deadline for payment without success or if setting such a deadline is not required according to the statutory regulations.
5. If the Customer is a trader, it is authorized to resell, process/remodel, combine and/or mix the Reserved Goods in the ordinary course of business. In this case, the following provisions shall additionally apply.
6. The Customer here and now assigns to us by way of security its claims for payment against third parties from the resale of the Reserved Goods or the item produced with the Reserved Goods; in the case of co-ownership by us of the Reserved Goods this shall be in proportion to our co-ownership share (extended reservation of title). The same applies to other claims taking the place of the Object of Purchase or which otherwise arise in relation to the Object of Purchase, such as insurance claims or claims in tort in the event of loss or destruction. We hereby accept these declarations of assignment.
7. The Customer remains authorized to collect this claim. Insofar as the Customer is in default of payment, we are entitled to revoke the resale and collection authorization for the Object of Purchase in writing or in text form. In this case, the Customer is obliged to provide us with all information, documentation and other documents detailing the purchasers against whom we have claims based on the extended reservation of title, so that we are in a position to assert these directly against the purchasers.
8. If the Customer further processes the delivered Object of Purchase, it agrees that the processing is always carried out on our behalf. We shall acquire direct ownership of the new item. Pledges and transfers by way of security are not permitted.
9. If the Object of Purchase is combined or mixed, we shall acquire co-ownership of the new item in the ratio of the value of the Object of Purchase (final invoice amount including the VAT applicable at the time of performance, "Final Invoice Amount") to the value of the new item. Insofar as the other item is to be regarded as the main item, we and the Customer agree that the Customer shall transfer pro rata co-ownership of this item to us insofar as the main item belongs to the Customer. The Customer shall store this item for us free of charge. In all other respects, the same shall apply to the resulting product as to the Reserved Goods.
10. If the realizable value of the securities exceeds the claims to be secured by VENTURETEC by more than 10% or the nominal amount of the Reserved Goods by

more than 50%, we will release excess securities immediately at the Customer's request. The choice of the securities to be released shall be at our discretion.

11. Any parts, tools, measuring equipment or materials provided by us shall remain our property. They shall be stored free of charge and with the care of a prudent businessman separately from the other items and marked as our property. They may only be used for the execution of our order. Damage to parts or materials provided must be compensated.

IX. Warranty claims

1. Unless otherwise stipulated below and in Section X of these GTC, any warranty rights in the event of material defects and defects of title shall be governed by the provisions of the German Civil Code.
2. Material defects
 - a) Insofar as the Customer has claims against us based on the defectiveness of the Object of Purchase, we shall at our choice, using equitable discretion, remedy the defects free of charge or deliver a defect-free Object of Purchase free of charge ("**Subsequent Performance**"). The Customer must give us the reasonable time and opportunity to carry out the Subsequent Performance that we deem necessary based on our reasonable discretion. Our right to refuse Subsequent Performance under the statutory conditions remains unaffected.
 - b) If the Customer is a merchant, the statutory obligations to inspect and give notice of defects pursuant to Sections 377, 381 para. 2 of the German Commercial Code (HGB) shall apply for commercial purchases. If the Object of Purchase is intended for installation or other further processing, an inspection must in all cases be carried out immediately before installation or processing. If a defect becomes apparent upon delivery, inspection or at any later time, we must be notified of this in writing without delay. In all cases, obvious defects must be notified to us in writing within three working days of delivery, and defects which are not apparent on inspection, within the same period of time from the discovery of these. If the Customer fails to carry out the proper inspection and/or give notice of defects, our obligation to accept liability for the defect not reported or not reported in time or properly shall be excluded in accordance with the statutory provisions.
 - c) The Customer has the right to withdraw from the contract within the framework of the statutory provisions if VENTURETEC—under consideration of the legal exceptions—allows a reasonable deadline it has been set for the rectification or replacement delivery due to a defect to expire fruitlessly. If the defect is only minor, the Customer shall only be entitled to a reduction of the contract price. In all other respects the right to reduce the contract price remains excluded.
 - d) In urgent cases, for example if operational safety is at risk or to prevent disproportionate damage, the Customer has the right to remedy the defect in the Object of Purchase itself and to demand reimbursement from us of the expenses objectively necessary for this. We must be notified of such self-execution without delay, if possible in advance. The right of self-execution does not exist where we

would be entitled to refuse a corresponding Subsequent Performance in accordance with the statutory provisions.

- e) In the case of rectification of defects, we are obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport and travel costs as well as labor and material costs in accordance with the statutory provisions, insofar as these have not been increased by the fact that the Object of Purchase has been taken to a place other than the place of performance or this does not result in a disproportionate burden for VENTURETEC. This obligation only applies if there is actually a defect. However, if a request by the Customer to remedy a defect turns out to be unjustified, VENTURETEC may demand reimbursement of the resulting costs from the Customer.
 - f) Further claims shall be determined exclusively according to Section X of these GTC.
 - g) Normal wear and tear, unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, incorrect or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable ground, chemical, electrochemical or electrical influences, unless they are the responsibility of VENTURETEC, do not constitute a defect and are excluded from the warranty.
 - h) If the Customer or a third party carries out improper repairs, VENTURETEC shall not be liable for the resulting consequences. The same applies to changes made to the Object of Purchase without the prior consent of VENTURETEC.
 - i) If acceptance has been agreed upon or is stipulated by law and the Customer accepts a defective piece of work in knowledge of a material defect, it shall only be entitled to material defect claims if it reserves the right to do so at the time of acceptance.
3. Defects of title
- a) Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it based on the infringement of industrial property rights or copyrights of third parties.
 - b) In the event that the Object of Purchase infringes the industrial property rights or copyrights of a third party, VENTURETEC shall, at its own expense and at its discretion, modify or replace the Object of Purchase in such a way that the rights of the third party are no longer infringed, but the Object of Purchase continues to fulfill the contractually agreed functions, or procure the right of use for the Customer by concluding a license agreement with the third party. If VENTURETEC does not succeed in doing so within a reasonable period of time under economically reasonable conditions, the Customer shall be entitled to withdraw from the contract or to reduce the purchase price. Under the aforementioned conditions, VENTURETEC also has the right to withdraw from the contract. Any claims for damages by the Customer shall be subject to the limitations of Section X of these GTC.
 - c) The Customer's rights exist only if the Customer reports them to VENTURETEC without delay, the Customer supports VENTURETEC in a reasonable manner in defending against claims, enables modification measures, the defect of title is not

based on an instruction from the Customer and the infringement of rights was not caused by the Customer modifying the Object of Purchase on its own authority or using it in a manner not in accordance with the contract.

- d) In the event of infringements of rights by products of other manufacturers supplied by VENTURETEC, the VENTURETEC shall, at its discretion, assert its claims against the manufacturers and upstream suppliers for the account of the Customer or assign these to the Customer. In such cases, claims against VENTURETEC shall only exist in accordance with this Section IX if the legal enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, for example due to insolvency.

X. Liability of Venturetec and exclusion of liability

1. Unless otherwise stipulated in this Section X, claims of the Customer for damages and reimbursement of futile expenses against VENTURETEC, its executive bodies and legal representatives and/or vicarious agents are excluded, irrespective of the legal grounds, in particular due to breach of the contractual obligation and/or tort.
2. The exclusion of liability pursuant to paragraph 1 of this Section X does not apply
 - a) for damages of the Customer resulting from injury to life, body or health;
 - b) for damages of the Customer caused by us, one of our legal representatives or vicarious agents through intent, gross negligence or the slightly negligent breach of essential contractual obligations;
 - c) within the scope of a guarantee promise, insofar as agreed;
 - d) for defects in the Object of Purchase, to the extent liability for personal injury or property damage to privately used objects is assumed under the Product Liability Act.
3. In the cases mentioned in paragraph 2 of this Section X, VENTURETEC shall be liable according to the statutory provisions, whereby the scope of liability for a slightly negligent breach of essential contractual obligations shall be limited to the compensation of the foreseeable damage typical for a contract of this kind.
4. Insofar as VENTURETEC provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services it owes, this is done free of charge and under exclusion of any liability.

XI. Statute of limitations

1. The Customer's claims for defects shall become statute-barred within one year of delivery or, insofar as acceptance has been agreed or is stipulated by law, of acceptance of the Object of Purchase. The shortening of the limitation period shall not apply for personal injury (life, body, health) culpably caused by us, to claims for damages due to a slightly negligent breach of essential contractual obligations or according to the Product Liability Act as well as for claims for damages based on an intentional or grossly negligent breach of duty by us, our legal representative or vicarious agents. It shall also not apply insofar as the law prescribes longer periods in

accordance with Sections 438 para. 1 no. 2 BGB (buildings and things that have been used for a building), Sections 478, 479 (supplier recourse) and Section 634 a para. 1 no. 2 BGB (construction defects). In these cases, the statutory periods shall apply. In the case of fraudulently concealed defects, the statutory limitation period shall also apply.

2. All other claims of the Customer—for whatever legal reasons—shall become statute-barred 12 months after they have become known.

XII. Confidentiality

1. VENTURETEC reserves all property rights, copyrights, patent rights and other industrial property rights or corresponding rights of use to all products made by it as well as samples, illustrations, calculations, cost estimates, drawings, brochures, catalogs, models, prototypes, tools and other documents and aids of a tangible and intangible nature, and information or software made available to the Customer before or after conclusion of the contract. These items and documents may only be used within the scope of what is contractually permitted; in particular, they may not be used to reproduce identical or similar products. Without our express consent they may not be made available per se or in terms of content to third parties, be disclosed, used by the Customer or by third parties or reproduced. Upon request, the Customer shall return these documents and items to us in full and destroy any copies made and, if necessary, delete them, providing proof thereof, insofar as the Customer no longer requires these in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.
2. The Customer undertakes to treat as confidential all commercial and technical information which is not in the public domain and which is entrusted to it or becomes known to it as a result of the business relationship and to keep it secret vis-à-vis third parties during and after termination of the contract. Companies affiliated with the Customer within the meaning of Sections 15 et seqq. AktG (German Stock Corporation Act) are not deemed third parties within the meaning of this paragraph.
3. The Customer may only advertise the business relationship with us with our prior written consent.
4. The observation, examination, dismantling or testing of a product (reverse engineering) supplied by us is prohibited.

XIII. Export control

1. The Customer shall comply with the applicable export control and sanctions regulations of the European Union (EU), the United States of America (USA) and other jurisdictions. The Customer shall inform us in advance and provide us with all information (including end-destination) necessary for us to comply with export control regulations, in particular if our products are ordered for use in conjunction with
 - a) a country or territory, person or entity, that is subject to restrictions or prohibitions under EU, US or other applicable export control and sanctions regulations; or

- b) the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications and launch systems for these.
2. Our fulfillment of the contractual obligations is subject to the proviso that the applicable export control regulations do not conflict with this. In such a case, we shall therefore be entitled in particular to refuse or withhold performance of the contract without any liability vis-à-vis the Customer. Access to and use of our delivery items may only take place if the above-mentioned checks and safeguards have been carried out by the Customer; otherwise the Customer must refrain from the intended export.
3. In the event that the goods delivered by us are passed on to third parties, the Customer undertakes to inform these third parties in the same manner as set out in Section XIII. paragraphs 1-3 of these GTC and to brief them on the necessity of compliance with such legal provisions.
4. In the event of agreed delivery outside the Federal Republic of Germany, the Customer shall ensure at its own expense that all national import regulations of the country of first delivery are fulfilled with regard to the delivery items.
5. The Customer shall indemnify us against all damages and expenses resulting from the culpable breach of the above obligations.

XIV. Disclosure obligation in the event of measures relating to product safety law

If product safety measures are taken by or against the Customer in connection with our products (for example, official market surveillance measures, such as the ordering of a withdrawal or a recall) or if the Customer intends to take such measures itself (for example, notifications to market surveillance authorities), it shall inform us immediately in writing.

XV. Choice of law, place of jurisdiction

1. All legal relations between VENTURETEC and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The exclusive place of jurisdiction for all disputes arising from the contractual relationship—including international disputes—shall be our registered office. VENTURETEC shall, however, also be entitled to bring an action against the Customer at another legally competent court.