

**General Terms and Conditions (Conditions of Sale)**  
**of STOOF International GmbH**  
(Status: 01 December 2022)

**1. General**

- 1.1 These General Terms and Conditions (hereinafter referred to as “GTC”) apply to all services of STOOF International GmbH (hereinafter referred to as “STOOF”), insofar as the contractual partner (hereinafter referred to as “Client”) (STOOF and Client are hereinafter referred to individually as a “Party” and collectively as the “Parties”), is an entrepreneur within the meaning of Section 14 of the German Civil Code (hereinafter referred to as “BGB”) - i.e. a natural person or legal entity or a partnership with legal capacity acting in the exercise of its commercial or independent professional activity when concluding the legal transaction - a legal entity under public law or a special fund under public law.
- 1.2 When a contract is concluded between STOOF and the Client, these GTC become integral part of the contract. The legal qualification of the contract is irrelevant. These GTC form the basis of all services and offers provided by STOOF. Even in the absence of a separate agreement on their applicability, these GTC shall apply to all future deliveries, services or offers made by STOOF to the Client.
- 1.3 Should the Client or third parties provide their own general terms and conditions, these shall not apply. The inclusion of such general terms and conditions is expressly rejected. STOOF shall also not be deemed to have given its consent if it refers to a letter containing or referring to the general terms and conditions of the Client or a third party.
- 1.4 All agreements between STOOF and the Client must be made in writing. This also applies to subsidiary agreements and guarantees of quality as well as to subsequent amendments to the contract.
- 1.5 Services within the meaning of the contracts underlying these GTC are in particular:
- armour and special protection on vehicles;
  - delivery of specially protected and armoured vehicles;
  - modifications to vehicles according to Client’s order;
  - rework on vehicles;
  - mechanical and electrical work on vehicles;
  - wheel work;
  - other services related to vehicles and vehicle parts; and
  - service maintenance work.
- 1.6 The contract concluded in text form between STOOF and the Client, including these GTC, shall conclusively govern the legal relationship between the parties. It fully

reflects all agreements between the contracting parties on the subject matter of the contract. If STOOF makes verbal commitments prior to the conclusion of the contract, these shall not be legally binding.

## **2. Offers, conclusion of contract and contract amendments**

- 2.1 Unless STOOF's offers contain a specific acceptance period or are expressly marked as binding, they are subject to change and non-binding. The acceptance period for orders or commissions is fourteen days after receipt.
- 2.2 The transmission of a signed cost estimate by the Client shall be regarded as a binding contractual offer. STOOF shall be bound by this cost estimate for a maximum of four (4) weeks, unless a shorter binding period has been agreed in writing.
- 2.3 Should an export licence from the Federal Office of Economics and Export Control ("BAFA") be or become necessary, contracts shall only be concluded subject to the granting of the export licence by BAFA. STOOF further reserves the right to withdraw from the contract in the event of a subsequent export ban by BAFA and shall not be liable for any claims for damages arising thereof. The Client accepts extensions and thus deviation of the agreed collection/delivery date by the corresponding processing period of BAFA. These justified delays invalidate the agreed deadlines and delivery times, STOOF is not liable for damages caused by such delays.
- 2.4 The validity of the contract is subject to the condition precedent that the Client completes and signs (including official stamp/seal) an End-Use Certificate completely and truthfully in accordance with all legal requirements, including but not limited to the provisions of the German Foreign Trade and Payments Act and the German Foreign Trade and Payments Ordinance as well as in accordance with all requirements of the Federal Office of Economics and Export Control and sends this End-Use Certificate to STOOF without delay and submits it to any government authority without delay upon request. The Client hereby warrants that the End-Use Certificate will be filled in completely, truthfully and without contradiction. The proper completion of the End-Use Certificate is the sole responsibility of the Client. In the event that the End-Use Certificate is incompletely or untruthfully completed, the Client shall bear and compensate STOOF for all costs and damages incurred due to an incomplete or untruthful End-Use Certificate.
- 2.5 The validity and effectiveness of the contract is further subject to the condition precedent that the manufacturer of the respective base vehicle approves the export / delivery of the vehicles to the final destination.
- 2.6 Documents and information relating to the offer, dimensions and weights, colour, illustrations and drawings, utility values, technical data, tolerances and load-bearing capacity are only authoritative and decisive for STOOF if this is expressly indicated as binding, unless usability for the contractually intended purpose requires exact conformity. STOOF reserves the right to make technical changes, as well as changes to colour, shape, weight, within the framework of legal possibilities and technical

requirements, insofar as these do not impair the usability for the contractually intended purpose.

2.7 All changes or additions to the delivery or service owed by STOOF intended by the Client after the conclusion of the contract must be agreed in text form in the event of mutual agreement. This also applies to the resulting changes in remuneration and delivery or performance times.

2.8 If the Client withdraws from the contract after it has been concluded, STOOF is entitled to liquidated damages. This amounts to 15% of the sales price stipulated in the contract. Should STOOF be able to prove a higher damage, this damage shall be decisive.

2.9 STOOF is entitled and authorised to demand a reasonable down payment when placing the order or concluding the contract, at least in the amount of the purchase price for the base vehicle(s).

### **3. Price, customs, payments, place of performance, acceptance and transfer of risk**

3.1 The prices shown are net prices plus any expenses. Prices are ex works Borkheide, in accordance with INCOTERMS 2020, plus packaging, loading, freight, customs duties and other public charges as well as plus the applicable statutory value-added taxes, unless expressly agreed otherwise.

3.2 Prices shall be quoted in euros. Should another currency have been agreed, any changes in the exchange rate of the foreign currency to the euro occurring after the date of the order confirmation to the detriment of STOOF shall be borne by the Client.

3.3 Payments shall be made within fourteen (14) days of receipt of the respective invoice. Payments shall always be used to settle the oldest debt items plus any default interest accruing thereon, unless the Client stipulates otherwise. The acceptance of bills of exchange and cheques requires the express prior consent of STOOF. They shall only be accepted on account of payment. Discount, bill of exchange, collection and bank charges, as well as taxes, shall be borne by the issuer / giver of the bill of exchange or cheque.

3.4 In the event of late payment, STOOF shall be entitled to charge interest on arrears at a rate of nine (9) percentage points above the base rate. This also applies in the event that a payment is deferred by STOOF.

3.5 In the event of changes to the scope of services after conclusion of the contract, the agreed remuneration shall be adjusted accordingly by the costs incurred or eliminated as a result.

3.6 In the event of price changes due to price developments beyond STOOF's control, such as changes in customs duties, changes in wage and collective agreements, exchange rate fluctuations, currency regulations, material and manufacturing costs of

STOOF's suppliers, STOOF reserves the right to adjust prices if necessary. Evidence of these changes will be provided upon request.

- 3.7 Unless the contracting parties have agreed otherwise, down payments shall be made immediately after the conclusion of the contract. In the event that the Client is in arrears with the payment of a deposit or remuneration for more than fourteen days after the due date, STOOF shall be entitled to make use of its statutory rights after having set a grace period of fourteen days to no avail.
- 3.8 The place of performance for all obligations of STOOF arising from the legal relationship with the Client is the STOOF International GmbH factory in Borkheide, Germany. Deliveries by STOOF shall be ex works STOOF International GmbH, Borkheide, Germany (ex works Borkheide, in accordance with INCOTERMS 2020).
- 3.9 Once STOOF's notification of its readiness to deliver or provide a service has been received by the Client, the latter is obliged to take delivery of the delivery or service within fourteen days, accept it if necessary and pay for it.
- 3.10 Upon acceptance, the risk shall pass to the Client. Acceptance shall be deemed to have taken place as soon as the delivery or service has been completed, STOOF has notified the Client of this, referring to the fiction of acceptance under this clause 3.11, and has requested acceptance. Acceptance shall also be deemed to have taken place as soon as fourteen working days have passed since delivery.
- 3.11 The risk and danger of payment and performance shall pass to the Client, irrespective of acceptance, both in the event of accidental loss and in the event of accidental deterioration of the subject matter of the contract or service, provided that at least seven working days have passed since delivery, the Client has started to use the subject matter of the contract or service and the Client has failed to accept the goods within this period for a reason other than a defect notified to STOOF, if this defect has made it impossible to use the subject matter of the contract or service or has significantly impaired it.
- 3.12 If the shipment is carried out by STOOF, the risk of accidental loss and and accidental deterioration shall pass to the Client upon dispatch. If the shipment is carried out by a third party, the risk of accidental loss and accidental deterioration shall pass to the Client upon dispatch of the notice of readiness for delivery, at the latest upon handover of the delivery item (the start of the loading process being decisive) to the carrier or any other third party designated to carry it out, insofar as no acceptance is to take place. This provision shall also apply if STOOF has taken on other services (e.g. shipping) or if partial deliveries or partial services are made. If the delivery is not called off despite notification of readiness for delivery, STOOF shall be entitled, at the expense and risk of the Client, to store the goods at its own discretion or to place them in safekeeping for the Client at the latter's expense.
- 3.13 If delivery is delayed for reasons for which the Client is responsible, the risk shall pass to the Client upon notification of readiness for shipment.

- 3.14 If the Client does not accept goods or services offered or delivered to him, STOOF may set the Client a period of grace for acceptance of four (4) weeks. After expiry of this period, STOOF shall be entitled to withdraw from the contract and/or demand compensation. The claim for damages shall amount to at least 15% of the agreed price, without prejudice to the possibility of proving higher damages.
- 3.15 The registration of vehicles is a special service and must be ordered and paid for separately. The registration of vehicles is not included in the contract price.
- 3.16 Unless otherwise expressly stipulated, the Client shall bear all customs duties and fees.
- 3.17 STOOF is entitled at its discretion to choose the customs procedure of "inward processing" for the import of basic vehicles.
- 3.18 If the delivery involves vehicles, the Client shall expressly state before conclusion of the contract whether the goods must be Union goods which are in free circulation. Any additional costs incurred in this regard shall be borne by the Client.

#### **4. Performance, delivery, performance and delivery dates**

- 4.1 The deadlines and dates for services and / or deliveries promised by STOOF are always only approximate, unless a fixed deadline or date has been expressly promised or agreed.
- 4.2 A prerequisite for timely delivery is the timely clarification of all technical and financial questions, the timely receipt of all documents to be provided by the Client and compliance with the agreed terms of payment or the receipt of agreed letters of credit.
- 4.3 Compliance with the delivery deadline is also subject to correct and timely self-delivery of STOOF. STOOF shall inform the Client as soon as possible of any delays that become apparent.
- 4.4 Partial deliveries and partial services are permissible insofar as reasonable for the Client.
- 4.5 STOOF shall only commence the provision of its deliveries or services after receipt of an agreed down payment. In this respect, the Client has an obligation to perform in advance.
- 4.6 If, after the conclusion of the contract, STOOF becomes aware of circumstances that are likely to substantially reduce the creditworthiness of the Client and as a result of which the payment of STOOF's outstanding claims by the Client arising from the relationship in question (including from other individual orders) is jeopardised, STOOF is entitled to make or provide outstanding deliveries or services only against down payment or the provision of security.

- 4.7 If delivery or acceptance of the delivery item is delayed for reasons for which the Client is responsible, the costs incurred as a result of the delay shall be charged to the Client, starting one month after notification of readiness for dispatch or acceptance. The Client shall bear the costs of storage after the transfer of risk. In the case of storage in STOOF's factory or warehouse, the monthly storage costs shall amount to 2.5% per storage month of the net invoice amount. The proof of higher storage costs remains unaffected. STOOF is entitled to dispose otherwise of the delivery or goods after the fruitless expiry of a reasonable period of time and to supply the Client within a reasonable, extended period of time. This provision shall also apply if the Client is in default of payment and there is a reservation of title in favor of STOOF.
- 4.8 Performance dates and delivery periods shall be extended by the period, without prejudice to STOOF's rights arising from default on the part of the Client, during which the Client is in default with his contractual obligations - within an ongoing business relationship also from other contracts.
- 4.9 Furthermore, performance dates and delivery periods shall be extended if and insofar as the provision of the service owed by STOOF is delayed and/or disrupted for reasons for which STOOF is not responsible. STOOF shall notify the Client immediately of the beginning, duration and end of such obstacles to performance. The Client may request STOOF to declare whether STOOF is withdrawing from the contract, terminating it or performing within a reasonably extended period. If STOOF does not make a declaration without delay, the Client may withdraw or terminate the contract. In the event of withdrawal or termination, STOOF shall immediately reimburse any consideration paid by the Client, unless it is the remuneration for a partial service already provided or accepted.
- 4.10 The deliveries and services (fulfillment of the contract) are subject to the proviso that there are no obstacles to fulfillment due to national or international regulations, including but not limited to export control regulations as well as embargos or other restrictions. The Parties undertake to provide all information and documents required for the export/transfer/import. Delays due to export inspections or licensing procedures shall invalidate deadlines and delivery times. If required approvals are not granted, the contract shall be deemed not to have been concluded with regard to the parts concerned; claims for damages shall be excluded in this respect and due to the aforementioned exceeding of deadlines. Client's liability for an incomplete and/or untruthful End-Use Certificate pursuant to clause 2.4 of these GTC remains unaffected.

## **5. Cooperation and duties of the Client**

- 5.1 The Client shall be obliged to provide STOOF with all necessary documents as well as information and supplies required for the performance of the contractual service in full and in good time before the agreed services are performed. In particular, the Client shall hand over to STOOF the components / products / vehicles to be provided in a condition ready for testing or processing at STOOF's site in Borkheide or send them to STOOF by prior arrangement.

- 5.2 Unless expressly agreed otherwise, the Client shall perform all cooperation services and preparatory acts on his part free of charge. This shall also apply to all employees deployed for the performance of the agreed service or other persons employed by the Client who are called in or deployed to fulfil the Client's duties to cooperate.
- 5.3 STOOF may claim compensation within the meaning of Section 642 BGB, if the Client does not fulfil its obligations to cooperate or does not do so in good time and this results in delays or additional work. If the Client cancels or postpones the dates or deadlines promised by him in the context of his acts of cooperation three days before the planned date of execution, STOOF may demand a flat-rate compensation sum of EUR 5,000.00 per day on which STOOF has kept capacities free and scheduled for the Client. Both parties reserve the right to prove that no, less or more damage has been incurred.
- 5.4 Further claims by STOOF in the event of failure by the Client to comply with a duty to cooperate shall remain unaffected.
- 5.5 The Client is obliged to dispose of safety-relevant substances and product parts in accordance with the relevant environmental and disposal regulations at its own expense, unless otherwise agreed.
- 5.6 If the Client uses products in STOOF's environment that pose or could pose a health or safety risk to STOOF's employees, the Client must inform STOOF of this.
- 5.7 STOOF is assured that the Client is the owner of the exclusive rights of use to the products, documents (e.g. drawings) and tools provided within the framework of the contract, as well as that no rights of third parties are infringed by STOOF when performing according to the contract. This shall apply in particular insofar as specifications or goods for processing have been provided by the Client for a vehicle specification.
- 5.8 If claims are made against STOOF by third parties for infringement of their rights, including but not limited to patents, copyrights or trademarks, the Client shall indemnify STOOF against these claims insofar as the Client is responsible for the infringement. The legal costs necessary in this context shall be covered by this indemnity claim.

## **6. Retention of title**

- 6.1 The items delivered shall remain the property of STOOF until full payment of all claims to which STOOF is entitled against the Client arising from the entire business relationship. The inclusion of individual claims in a current account as well as the striking of a balance and the acknowledgement thereof shall not affect the retention of title.
- 6.2 The Client shall grant STOOF irrevocable and unhindered access to the premises where STOOF's property is located in the event that STOOF exercises its right to take back the goods delivered under retention of title.

- 6.3 The Client is only entitled to resell the items delivered under retention of title in the normal course of business. Pledging or assignment of the items as security is not permitted.
- 6.4 In the event of resale or possible processing, the Client hereby assigns to STOOF the claims to which he is entitled against his customer to the amount of STOOF's claim, without the need for any further or express declaration of assignment. STOOF hereby accepts this assignment.
- 6.5 Notwithstanding the assignment and the simultaneously existing right of inclusion, the Client shall be entitled to collect the assigned claims for as long as he fulfils his obligations to STOOF arising from the entire business relationship.
- 6.6 The application to open insolvency proceedings entitles STOOF to withdraw from the contract and to demand the immediate return of the delivery item.
- 6.7 The Client shall pay any monies collected into a separate account and keep them safe for STOOF. At the request of STOOF, the Client shall provide STOOF with the information necessary for payment of the assigned claims, in particular the name and address of the debtor, as well as a precise description of the claim and the handing over of the necessary documents, and shall inform his customers of the assignment.
- 6.8 The Client is not entitled to dispose of the claim assigned in advance to STOOF in any way whatsoever, in particular not to place the claim in a current account relationship or to conclude a factoring agreement on the claim. If, for any reason whatsoever, a current account is nevertheless effectively set up, the Client hereby assigns to STOOF the claims arising from the respective individual balances in his favour, as well as the right to terminate the current account relationship. STOOF accepts the assignment.
- 6.9 If the value of the existing securities exceeds STOOF's claims by more than 20% in total, the securities available to STOOF shall be reduced accordingly.
- 6.10 STOOF is entitled, after prior notification with a reasonable deadline, to realise the object it has retrieved by private sale at the best possible price, without prejudice to the Client's continuing payment obligations.

## **7. Warranty**

### **Material defects:**

- 7.1 Deliveries and services that prove to be defective as a result of a circumstance that occurred prior to the transfer of risk shall be repaired or replaced free of charge at STOOF's discretion. STOOF must be notified immediately in writing of the discovery of such defects in accordance with clause 7.2 of these GTC. STOOF shall be entitled to make several attempts at rectification (at least three attempts at rectification). Replaced parts become the property of STOOF. The Client shall, after consultation with STOOF, give STOOF the necessary time and opportunity to carry out all repairs



and replacements that STOOF deems necessary. Otherwise, STOOF shall be exempt from liability for the consequences arising thereof.

7.2 The Client or a third party designated by him shall inspect the goods delivered by STOOF and the work performed by him immediately after delivery or performance. If STOOF has not received a notice of defect in text form within ten working days of delivery or performance of the service with regard to obvious defects or defects that can be detected by inspection or use in accordance with the general standards of care, or in the case of other defects within ten working days of discovery of the defect, the goods delivered and work performed shall be deemed to have been approved, i.e. if the Client fails to carry out the proper inspection and/or report the defect, STOOF shall not be liable for the defect that has not been reported. The Client shall bear the full burden of proof for the time of detection of the defect and for the timeliness of the notice of defect for all claim prerequisites. The duty to inspect and notify under Sections 377, 381 of the German Commercial Code (HGB) shall remain unaffected.

7.3 Insofar as the quality has not been expressly agreed, it is to be decided in accordance with the statutory regulation of Section 434 (2) and (3) no. 1, 2 a, 3, 4 BGB whether a defect exists or not. STOOF is not liable for public statements made by the manufacturer or other third parties (e.g. advertising statements). The acceptance of a guarantee by STOOF requires an express declaration.

7.4 Only in urgent cases of danger to operational safety or to prevent disproportionate damage shall the Client be entitled to remedy the defect himself or have it remedied by third parties and to demand compensation from STOOF for the necessary expenses. This presupposes that the Client has informed STOOF without delay.

7.5 Within the framework of the mandatory statutory provisions, the Client has a right to withdraw from the contract if STOOF - taking into account the statutory exceptions - allows a set reasonable deadline for rectification or replacement delivery due to a material defect to expire fruitlessly.

7.6 If there is only an insignificant defect, the client shall only be entitled to a reduction of the contract price.

7.7 The limitation period for claims based on material defects in the case of the delivery of an item, including a movable item to be manufactured or produced, or the provision of work services is one (1) year from the delivery of the item or acceptance of the work service. These reductions in the statute of limitations shall not apply to damage resulting from a grossly negligent or intentional breach of obligations on the part of STOOF, its legal representatives or its vicarious agents, or in the event of injury to life, limb or health.

**Defects of title:**

7.8 If the use of the delivery item or service leads to the infringement of commercial property rights or copyrights, STOOF shall, at its own expense, procure for the Client the right to continue using it or modify the delivery item in a manner that is reasonable

for the Client in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Client shall be entitled to withdraw from the contract. Under the aforementioned conditions, STOOF shall also be entitled to withdraw from the contract. The Client may only assert rights on account of the infringement of commercial property rights and copyrights if:

- a) the Client has informed STOOF without delay of the claimed infringement of property rights and/or copyright;
- b) the Client supports STOOF to a reasonable extent in the defence of the claims asserted or enables STOOF to carry out the modification measures in accordance with clause 7.8 of these GTC;
- c) STOOF reserves the right to all defensive measures, including out-of-court settlements;
- d) the defect of title is not due to an instruction of the Client; and
- e) the infringement of rights has not been caused by the fact that the Client has modified the delivery item on its own authority or has used it in a manner not in accordance with the contract.

## **8. Liability**

8.1 Insofar as nothing to the contrary arises from these GTC, including the following provisions, STOOF is liable for a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

8.2 STOOF shall be liable to the Client without limitation for damage, on whatever legal grounds, in the event of

- a) intent and gross negligence;
- b) culpable injury to life, body and health;
- c) in the case of defects which STOOF has fraudulently concealed or whose absence it has warranted;
- d) acceptance of a guarantee for the quality of the contractual performance;
- e) applicability of the Product Liability Act.

8.3 Liability on the part of STOOF for breaches of duty based on slight and/or simple negligence on the part of its legal representatives or vicarious agents is excluded. This exclusion of liability does not apply to liability for damages arising from injury to life, limb or health. Furthermore, the exclusion of liability does not apply if the breach of duty consists of the breach of a main obligation of STOOF or other essential contractual obligations; in this case, however, liability is limited to the foreseeable damage typical of the contract. Essential contractual obligations are those whose fulfilment characterises the contract and on whose fulfilment the Client may rely.

8.4 Claims for damages pursuant to clause 8.3 of these GTC shall become statute-barred within one year after the statutory commencement of the limitation period, provided

that no damages from injury to life, limb or health are affected. The limitation periods of the Product Liability Act shall remain unaffected in any case.

8.5 The exclusion and limitation of liability pursuant to clauses 8.3. and 8.4 of these GTC also apply to the liability of STOOF's legal representatives and vicarious agents.

8.6 STOOF shall not be liable for damage resulting from products, documents (e.g. drawings), tools or instructions provided by the Client, insofar as STOOF has otherwise performed the services in accordance with the contract. STOOF reserves the right to assert further claims against the Client, in particular in accordance with Section 645 BGB.

## **9. Compliance with the law**

9.1 The Client and STOOF shall in particular comply with all the laws mentioned below:

- a) export and import laws and other trade laws applicable in the territories where the Client and STOOF are established, from which the goods (supplies), software, services and technical data are supplied or shipped and in which the goods (supplies), software, services and technical data are received and ultimately used; and
- b) laws to combat bribery, corruption and money laundering.

9.2 The Client undertakes not to use, transfer, release, export or re-export any goods (supplies), software, services or technical data provided by STOOF that violate any export and / or import law, trade law or licence or any required official authorisation.

9.3 The Client acknowledges that its receipt and use of the supplies, services and technology is subject to all applicable import, export control and sanctions laws, rules, regulations and orders, as amended from time to time, including, without limitation, such laws, rules, regulations and orders in the European Union and the jurisdictions in which STOOF and the Client are located or from which supplies may be made, and to the terms of any related permits, authorisations, general licences or licence exemptions.

9.4 In no event shall the Client use, transfer, release, export or re-export the supplies, services or technology in violation of any such applicable laws, rules, regulations or orders or the terms of any related licences, authorisations or licence exemptions. The Client further agrees not to engage in any activity that would place STOOF or any of its affiliates at risk of penalty under the laws or regulations of any applicable law prohibiting improper payments, including, but not limited to, bribes to employees of any government, agency, instrumentality or subdivision thereof, to political parties or officials of political parties or candidates for public office, or to employees of clients or suppliers. The Client undertakes to comply with all applicable legal, ethical and other regulations.

9.5 The Parties are aware that services provided by STOOF may be subject to export and import restrictions. In particular, there may be licensing requirements or the use of the

services provided by STOOF may be subject to restrictions abroad. The Client must comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The performance of the contract by STOOF is subject to the proviso that no obstacles due to national and/or international regulations of export and import law as well as no other legal regulations prevent the performance.

9.6 The Client is obliged to obtain all necessary export licences and/or other necessary documents at its own expense.

## **10. Termination of the contract**

10.1 The contract may be terminated extraordinarily by either party at any time for good cause. The termination must be in writing.

10.2 The contract may be terminated extraordinarily by STOOF for good cause, in particular if

- a) STOOF has unsuccessfully set the Client a reasonable deadline for the fulfilment of his contractual obligations to cooperate and further obligations and the Client does not comply with these or does not comply with them in due time;
- b) the Client does not fulfil his obligation to pay a due invoice even after a reasonable deadline set in a reminder.

10.3 If STOOF terminates the contract for good cause due to a breach of duty for which the Client is responsible, STOOF's entitlement to remuneration for the services provided up to the time of termination of the contract, including the reimbursement of expenses not included in the remuneration, shall remain in force. For all services not yet performed, STOOF may demand a flat rate of 10% of the agreed remuneration for the part not performed as compensation. In this case, the parties reserve the right to prove that no damage, a lesser damage or a higher damage has been incurred.

10.4 The provisions contained in this Clause 10 shall in no way limit any statutory rights and remedies.

## **11. Jurisdiction and Applicable Law**

11.1 The law of the Federal Republic of Germany shall apply to the entire contractual relationship between STOOF and the Client - subject to other individual agreements - to the exclusion of the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2 The place of jurisdiction for all disputes arising from and in connection with the contractual relationship existing between STOOF and the Client, as well as for any disputes concerning pre-contractual obligations or the conclusion of a contract, shall be the court with subject-matter jurisdiction at the registered office of STOOF.

11.3 Notwithstanding the provision under clause 11.2 of these GTC, STOOF is also entitled, at its unilaterally applicable choice, to bring an action at the principal place of business of the Client before the court with subject-matter jurisdiction there.

## **12. Force Majeure and Hardship**

12.1 Force majeure shall be understood to mean an external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, and which cannot be compensated or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the circumstances. These include, but are not limited to, war (declared or undeclared), warlike conditions, terrorism, riots, blockades, strikes, lockouts, floods, storm surges, typhoons, hurricanes or other severe weather on the scale of a catastrophe, earthquakes, landslides, lightning strikes, pandemics and epidemics, cyberattacks, disruption of operations due to power shortages, delay in the delivery of essential components and other materials, import difficulties and other circumstances that make STOOF's performance/delivery significantly more difficult or impossible and which STOOF could not avert despite reasonable care in the circumstances of the individual case.

12.2 The Parties hereby acknowledge that while current events related to the COVID-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

12.3 If a case of force majeure occurs, STOOF shall notify the Customer of the incident.

12.4 In the event of force majeure, STOOF shall not be responsible for the resulting delay. If contractual deadlines cannot be met due to force majeure, the contractual deadlines shall be postponed for the duration of the impediment. STOOF shall also be entitled to withdraw from or terminate the contract, even if STOOF is in default.

12.5 The legal consequences of clause 12.4 of these GTC shall also apply if, due to procurement bottlenecks, materials and/or components are not available on the specified dates despite timely ordering and intensive efforts by STOOF.

## **13. Intellectual and industrial property rights**

13.1 STOOF expressly reserves the property rights and copyrights to all illustrations, drawings, sketches and other documents provided. Any disclosure of data is expressly prohibited, with the exception that disclosure is authorised in writing. If the items are no longer required by STOOF in the ordinary course of business, or if the negotiations do not lead to the conclusion of a contract, the Client shall return the items to STOOF in their entirety at the latter's request and destroy any copies that may have been made.

- 13.2 The Client fully acknowledges that STOOF is entitled to Intellectual and Industrial Property Rights such as patent rights, utility model rights, copyrights, trade secrets and secret know-how, whether or not such rights have been developed by STOOF, as well as trademarks, service marks, trade names and logos.
- 13.3 The Client acknowledges that STOOF is the sole owner of the Intellectual and Industrial Property Rights. The Client undertakes not to attack or jeopardize STOOF's property or the validity of STOOF's Intellectual and Industrial Property Rights.
- 13.4 The Client undertakes not to remove any copyright or patent notices, trademarks, trade names, service marks, logos, restricted rights notices or protective or confidentiality notices from any part of the services provided by STOOF.
- 13.5 The Client fully acknowledges that any rights of use, modification and exploitation of STOOF's documents, including data on data carriers, granted to the Client by a contract shall in no way alter or transfer to the Client any existing Intellectual and Industrial Property Rights of STOOF.

#### **14. Confidentiality**

14.1 Confidential information is all information and documents that are either expressly marked as "confidential" or whose confidentiality results from the circumstances or the nature of the information itself, as well as any concluded contract with all annexes. Confidential information includes without limitation all business, personal, technical, legal, tax and other information relating to the Parties and/or their business documents. Confidential information also includes information exchanged between the Parties in the context of the conclusion and performance of a contract ("**Confidential Information**").

14.2 Information that

- were already known to the Party taking notice before it became aware of them through notification by the other Party under a contract,
  - were revealed to the Party taking cognisance independently of the cognisance on the basis of its own research, without it having made use of the Confidential Information of the other Party,
  - the Party taking notice received from a third party that is not restricted as to the use or disclosure of such information,
  - are generally known or become known without the fault or inducement of the Party taking notice, or
  - a Party has exempted itself in writing from the requirement of confidentiality vis-à-vis the party taking notice,
- are not to be considered Confidential Information.

14.3 The Parties shall treat all Confidential Information as confidential and use it exclusively for the purpose of providing the service(s). They shall protect Confidential Information from unauthorised access and treat it with the same care

as they apply to their own equally confidential information, but at least with the care of a prudent businessman.

14.4 The Parties shall only disclose Confidential Information to their own employees to the extent that this is necessary for the performance of a contract and shall also oblige these employees to maintain confidentiality to the extent permitted by labour law for the time after the termination of their employment.

14.5 Furthermore, Confidential Information may not be disclosed by the receiving Party to third parties without the prior written consent of the other Party, unless

(a) this is required by mandatory legal provisions or judicial or regulatory orders and the receiving Party has immediately informed the other Party in writing of the respective obligation; or

(b) the Confidential Information is disclosed to the receiving Party's advisers in connection with the interpretation or execution of the Contract documents or any dispute arising therefrom and the adviser has previously given a written undertaking to the receiving Party to maintain confidentiality or is already under a professional obligation to maintain confidentiality.

14.6 The provisions of this clause 14 shall survive contract termination.

## **15. Miscellaneous**

15.1 If the Client falls within the personal protection scope of the Data Protection Act, he agrees to the processing of his data insofar as this is necessary for the purpose of the contract. Information on data processing is contained in STOOF's privacy policy, which is available at the following link: [www.stoof-international.de/datenschutz/](http://www.stoof-international.de/datenschutz/).

15.2 All agreements between STOOF and the Client must be made in writing. This also applies to subsidiary agreements and guarantees of quality as well as to subsequent amendments to the contract.

15.3 The assignment of any contractual claims of the Client against STOOF is excluded.

15.4 The Client is not permitted to set off or withhold payments against STOOF's claims, unless these are undisputed or legally established claims. This shall not apply to counter-rights to which the Client is entitled on account of defects in the service that result from the same contractual relationship as the service complained of.

15.5 Should any provision of these GTC be or become invalid, the remaining provisions shall nevertheless remain valid.