

## GENERAL TERMS AND CONDITIONS OF SALE PAUL WILD GmbH & Co. KG

### 1. GENERAL PROVISIONS

1.1 These General Terms and Conditions of Sale (hereinafter "GTCS") shall apply to all contractual relationships of Paul Wild GmbH & Co. KG (hereinafter referred to as: "Supplier") with its customers (hereinafter referred to as: "Customers" or, individually, "Customer"). The GTCS shall apply only if the Customer is an entrepreneur (Unternehmer) (within the meaning of Section 14 of the German Civil Code, "BGB") a legal entity under public law or a special fund under public law.

1.2 In particular, the GTCS shall apply to contracts for the sale and / or supply of movable items (hereinafter referred to as: "Goods"), irrespectively of whether the Supplier produces the Goods itself or sources them from suppliers (Sections 433 and 651 BGB). The GTCS, as amended from time to time, shall also apply as a framework agreement to future contracts with the same Customer for the sale and / or delivery of movable items, without any requirement on the part of the Supplier to make additional future reference to the GTCS in each individual case.

1.3 These GTCS shall apply exclusively. Any general terms and conditions of the Customer that depart from, conflict with or supplement the GTCS shall form part of the contract only if and to the extent that the Supplier has expressly consented to the validity of such in written form. This requirement of consent shall apply in all cases, including, without limitation, in cases where the Supplier unconditionally carries out a delivery to the Customer in the knowledge of the Customer's general terms and conditions.

1.4 Individual agreements (e.g. framework supply agreements) and specifications in the Supplier's order confirmations shall prevail these GTCS. In case of doubt, commercial terms shall be construed in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) as applicable on the date of the contract. References to the validity of statutory provisions are for clarification purposes only, i.e. statutory provisions are applicable also without such clarification unless they are expressly altered or excluded under these General Terms.

1.5 Legally relevant declarations and notifications by the Customer with respect to the contract (e.g. deadlines, notice of defects, withdrawal or reduction) shall be issued in written form. **Written form in the meaning of these GTCS shall include written and text form (e.g. letter, email, text message (SMS), messages via messenger services, telefax).** Statutory form requirements and further evidence, especially in case of doubt regarding the legitimacy of declarants, shall remain unaffected.

### 2. CONCLUSION OF THE CONTRACT

2.1 Offers of the Supplier shall be subject to change and shall not constitute binding offers. This applies also if the Supplier has sent or made available to the Customer catalogues, brochures, technical documentation (e.g. specifications, drawings, plans, calculations), models or other product descriptions – also in electronic form –, to which the Supplier reserves property rights and copyrights.

2.2 The placing of an order for the Goods by the Customer shall be deemed a binding contractual offer. Unless the order stipulates otherwise, the Supplier shall be entitled to accept such contractual offer within four weeks of such offer being received by it. Product descriptions are subordinate to service descriptions in the offer, unless and to the extent they are explicitly designated as binding and prior-ranking. In case of discrepancies between the service description in the offer and product descriptions, the service description in the offer shall prevail. Oral statements issued before the offer are not legally binding and will be replaced by the contract

unless it is expressly stated that they continue to apply with binding effect. Product details as well as product illustrations of the Supplier (e.g. drawings and images) are only approximative unless and to the extent the usability for the contractual purpose requires an exact match. They do not constitute agreed or guaranteed characteristics, but merely descriptions or designations of the Goods.

2.3 Acceptance can be declared either in written form (e. g. by confirmation of the order) or by delivery of the Goods to the Customer. The Supplier's staff is not authorised to refrain from the written form requirement for the acceptance of orders unless acceptance takes place in the form of delivery, or to make promises that differ in content. Any changes to a concluded contract are subject to the Supplier's express written confirmation.

### 3. PRICES AND PAYMENT CONDITIONS

3.1 The prices shall be on an basis ex warehouse of the Supplier in D-55743 Kirschweiler, Germany, (hereinafter "exwarehouse basis") and shall exclude packaging, insurance and any applicable sales tax (Umsatzsteuer).

3.2 Any custom duties, fees, taxes and other public charges shall be borne by the Customer. The Supplier complies with Section 15 German Packaging Law (Verpackungsgesetz) by taking back emptied used packaging material that the Supplier has brought into circulation against reimbursement of the costs associated with collection and disposal at his place of business.

3.3 Payments must be made to the Supplier free of all charges and without any deductions, unless otherwise agreed by both parties in writing. The Supplier is entitled at any time to perform a delivery in whole or in part against advance payment only, also in the scope of an ongoing business relationship. In this respect, the Supplier will declare a reservation with the order confirmation at the latest.

3.4 Invoices shall be payable in full within 30 days, unless otherwise agreed between Supplier and Customer. The Customer shall be in default of payment upon expiry of such payment period. Interest shall be payable on the purchase price for the duration of the default at the applicable statutory default interest rate. The Supplier reserves the right to assert claims in respect of default losses in excess of such interest. This shall be without prejudice to the Supplier's right to claim commercial default interest (kaufmännischer Fälligkeitszins) from business persons (Kaufleute) (Section 353 of the German Commercial Code, HGB).

3.5 The Customer shall have a right to offset against claims (Aufrechnung) only if its counterclaim has been established by a final and binding decision or is undisputed. The same shall apply to the right of retention, the valid exercise of which shall further require that the counterclaim of the Customer must arise under the same contractual relationship. In case of defects in delivered Goods, the counterclaims of the Customer shall remain unaffected.

3.6 If it becomes obvious after conclusion of a contract (e.g. by filing for insolvency proceedings) that the Supplier's claim for the purchase price is endangered due to insufficient liquidity of the Customer, the Supplier shall be entitled to refuse performance in accordance with statutory law or – after setting a grace period, as the case may be – to rescind the contract (Section 321 BGB). In case of contracts on the manufacture of non-fungible goods (customised product), we may declare rescission immediately; the statutory provisions on the dispensability of a deadline shall remain unaffected.

### 4. DELIVERY TIMES; FAILURE TO DELIVER AND TO TAKE DELIVERY

4.1 Times set for deliveries can only be observed if all documents to be supplied by the Customer, necessary permits and clearances, are received in time, and if agreed terms of payment and other obligations are fulfilled by the Customer. If these conditions are not fulfilled in time,

the Supplier shall be entitled to extend the times by a reasonable degree; this shall not apply where the Supplier is responsible for the delay.

4.2 The Supplier shall not be liable for impossibility or delay in delivery or services as far as and to the extent these are caused by force majeure or other events unforeseeable at the date of conclusion of the contract, which are beyond the Supplier's scope of control and for which the Supplier is not responsible (e.g. operational disruptions of any kind; difficulty in procuring materials or energy; transport delays; strikes; lawful lockouts, shortage of labour, energy or raw materials; difficulties in obtaining necessary official approvals; pandemics or epidemics; administrative measures; non-delivery, incorrect or untimely delivery by suppliers despite a congruent cover transaction concluded by the Supplier). As far as such events significantly complicate or render impossible the delivery or performance, the Supplier will promptly inform the Customer on the occurrence and cessation of such events. If such impairment is not only of a temporary nature, the Supplier is entitled to rescind the contract in whole or in part; any consideration already provided by the Customer will be reimbursed without undue delay. In case of temporary impairments, periods of delivery or performance will be extended or dates of delivery or performance will be postponed by the duration of the impairment plus a reasonable start-up period. As far as and to the extent the acceptance of delivery or performance becomes intolerable to the Customer as a consequence of the delay, the Customer may rescind the contract by immediate written declaration directed to the Supplier. Section 4.3 shall apply accordingly.

4.3 At the Supplier's request, the Customer shall declare within a period of two weeks whether the Customer is rescinding the contract due to the delayed delivery. If the Customer fails to make such declaration within this period, its right to rescission shall be lost.

4.4 If the Customer enters into default of acceptance, fails to cooperate or if delivery is delayed for another reason for which the Customer is responsible, the Supplier is entitled to claim compensation of the arising damage including additional expenses (e.g. storage). In particular, in case of a delay of one month, the Customer may, for every commenced week after the one-month-period, be charged storage and insurance costs of 0.5 % of the gross price of the Goods to be delivered, but no more than a total of 5 % of the gross price of the Goods. The parties to the contract reserve the right to prove that higher or lower storage and insurance costs as well as other damages including additional expenses have been incurred. The fixed sum storage and insurance costs are to be offset with any more extensive monetary claims.

4.5 Where a contractual right to return the Goods has been agreed upon, the Customer shall bear the packaging and dispatch costs. The risk of deterioration, theft, loss and possible destruction shall be borne by the Customer up until receipt of the returned Goods.

## 5. DELIVERY, TRANSFER OF RISK

5.1 The delivery shall take place EXW Incoterms® on an ex warehouse basis; this place of delivery shall also constitute the place of performance (Erfüllungsort) for all deliveries, services, and supplementary performance, if any. At the request and expense of the Customer, the Goods may be dispatched to a different location (sale by delivery, *Versendungskauf*). Unless agreed otherwise, the Supplier shall be entitled to determine the type of delivery (including, without limitation, the transport company, method of delivery, packaging) itself. If the Supplier accepts to ship a consignment "free domicile", the Supplier will assume the costs of transport; this does not constitute an obligation to perform at the Customer's location.

5.2 The risk of accidental destruction and accidental deterioration of the Goods as well as the risk of delays shall, also in the case of freightfree delivery, pass to the Customer as follows:

5.2.1 In the case of a sale by delivery, the risk shall pass upon the Goods being passed to the carrier, freight forwarder or any other person or organization appointed for the delivery of the

Goods. At the request and expense of the Customer, the delivery shall be insured by the Supplier against the standard risks of transportation;

5.2.2 Where an acceptance (Abnahme) of the Goods by the Customer has been agreed upon, the passing of risk shall take place upon such acceptance. Also in other respects, the provisions of statutory law on contracts for work and services (Werkvertragsrecht) shall apply for acceptances in analogy.

5.3 It shall be deemed equivalent to handover or acceptance if the Customer is in default of acceptance.

5.4 The Customer may not refuse a delivery on the basis of minor defects. Partial deliveries shall be permissible if such partial delivery is usable to the Customer in the scope of the contractual purpose, the delivery of the other ordered Goods is assured, and the Customer does not incur any substantial additional expenditure or additional costs unless the Supplier agrees to assume such costs.

## 6. SELECTION OF SAMPLES

6.1 These GTCS shall also apply to the delivery of Goods for testing and/or viewing (selection). If Goods are delivered to the Customer for selection (hereinafter referred to as: "Samples"), the Supplier shall remain the owner of the Samples even after delivery of the Samples. The costs of selecting the Samples are borne by the Customer. The Samples are delivered to the Customer on sample. The purchase contract is subject to the condition precedent that the Customer approves the Sample within a period of six weeks or a longer period specified in the attached bill of lading. Approval is given by explicit declaration to the Supplier or by the expiry of the deadline by the Customer. If the Customer does not approve the Sample, which he must have declared within the period specified in the preceding sentence (receipt by the Supplier), he will bear the costs of the return shipment.

6.2 With the handing over of the Samples to the Customer or, in the case of dispatch, to the carrier, all risk, in particular that of accidental destruction, loss or accidental deterioration of Samples, shall pass to the Customer. With the return of the Sample to the Supplier (the handover to the Supplier is decisive), the risk passes back to the Supplier.

6.3 Until the Sample is approved or returned, the Samples must be stored by the Customer in a separate place from other goods and clearly marked as the property of the Supplier. The Customer shall immediately notify the Supplier of any events that may affect the Supplier's ownership of the Samples, in particular of access to the Samples by third parties. If necessary, the Customer must object to access to the Samples by third parties and immediately take measures himself to protect the rights of the Supplier. During normal business hours, the Supplier is entitled to inspect the Samples himself or through third parties and to check their condition and proper storage by the Customer.

6.4 Until the Sample is approved or returned, the Customer is solely responsible for its proper storage. If any Sample is used by the Customer as exhibit or not kept in the Customer's safe outside business hours of the Customer, the Customer shall bear all risk, including that of accidental destruction, loss or accidental deterioration of the Sample. The Customer undertakes to use a steel safe with several walls to store the Samples; such safe, as well as its installation, has to comply at least with burglary certification class grade 2 according to certification standard EN 1143-1 and/or security level 2 (S2) according to certification standard EN 14450.

6.5 Until the Sample is approved or handed back to the Supplier, the Customer is obliged to insure the Sample against fire, water, theft and damage by third parties at its full value and without the Supplier's deductible. At the request of the Supplier, the Customer must provide proper proof of the existence of this insurance. The Customer hereby irrevocably assigns his

claims against the insurance company to the Supplier in advance. The Supplier hereby accepts this assignment.

6.6 The Customer shall indemnify the Supplier against claims by third parties with regard to Samples caused by improper storage or other breach of duty for which the Customer is responsible.

6.4 Any Sample may only be transferred to a third party for selection once the Customer has effectively imposed to the third party any and all obligations according to sections 6.3 to 6.6 above with regard to such Sample.

## 7. INSPECTION AND ACCEPTANCE

If the Supplier demands an inspection and acceptance of the Goods, the Customer shall carry out such inspection and acceptance within a period of two weeks after delivery. The inspection and acceptance shall be deemed to have taken place unless the Customer reports concrete defects in writing within such period; the date by which such deadline must be met shall be the date on which the written defect report is received by the Supplier. Section 9.2 of these GTCS remains unaffected.

## 8. RETENTION OF TITLE

8.1 The Supplier reserves the right to retain title in the sold Goods, including approved Samples, until full payment on all current and future claims of the Supplier arising under the purchase contract and an ongoing business relationship (hereinafter referred to as: "Secured Claims").

8.2 Prior to full payment on the Secured Claims, the Goods subject to the retention of title may not be pledged to third parties, nor may title therein be transferred for the purpose of security; they are kept by the Customer for the Supplier with care and free of charge. The Customer shall be obliged to notify the Supplier in writing and without delay if an application is filed for the opening of insolvency proceedings over the assets of the Customer or if third parties access Goods subject to retention of title (e.g. seizures). In the event of seizure of the Goods subject to retention of title by third parties or in the event of other encroachments on property by third parties, the Customer must point out the property of the Supplier. If the third party is unable to reimburse the judicial or extrajudicial costs incurred by the Supplier in this context, the Customer shall be liable for this.

8.3 In the event of breach of contract by the Customer, in particular in the event of non-payment of the purchase price due, the Supplier is entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand the return of the Goods on the basis of the retention of title. If the Customer fails to pay the purchase price due, the Supplier may only assert these rights if it has previously unsuccessfully set the Customer a reasonable period of time for payment or if such a deadline is dispensable under the statutory provisions. The demand that the Goods are returned does not at the same time include a declaration of withdrawal (Rücktritt); rather, the Supplier is entitled to demand only the return of the Goods and to reserve the right to withdraw. The seizure (Pfändung) of the Goods by the Supplier always constitutes a withdrawal (Rücktritt) from the contract. After the Goods have been taken back, the Supplier is entitled to dispose of them, and the proceeds of the disposal are to be offset against the Customer's liabilities – less reasonable exploitation costs and offset in accordance with Sections 366 et seq. of the German Civil Code (BGB).

8.4 Until further notice according to Section 8.4.4, the Customer shall be authorized to resell and / or process the Goods that are subject to the retention of title, in the ordinary course of business. In such case, the following additional provisions shall apply.

8.4.1 The retention of title shall extend to products created as a result of the processing, mixing or combining of the Goods of the Supplier, to the extent of their full value (including VAT); in such case, the Supplier shall be deemed the producer.

8.4.2 If, in the case of processing, mixing or combining with goods of third parties, the proprietary right of a third party continues to exist, the Supplier shall acquire proportionate coownership of the finished product on the basis of the value of the relevant Goods as invoiced by the Supplier vis-à-vis the Customer. In all other respects, the same applies to the finished product as to the Goods delivered under retention of title.

8.4.3 For the purpose of security, the Customer hereby fully assigns to the Supplier all claims arising against third parties in connection with the resale of the Goods or of the finished product in the case of Section 8.4.1 and / or in the case of Section 8.4.2 above in the amount of the Supplier's coownership share according to Section 8.4.2. The Supplier hereby accepts such assignment. The Customer's obligations set forth in Section 8.2 shall also apply with regard to the assigned claims.

8.4.4 The Customer shall, in addition to the Supplier, remain authorized to enforce the third party claim. The Supplier undertakes to refrain from enforcing the third party claim as long as and to the extent that the Customer continues to meet its payment obligations towards Supplier and does not default on payment; that no application for the initiation of insolvency proceedings has been filed in respect of the Customer's assets; and that there are no other defects in the Customer's ability to meet its obligations. Should this be the case, however, the Supplier may demand that the Customer notifies it of the assigned claims and the respective debtors, provides all other information required for enforcement purposes, supplies related documentation, and notifies the debtors (third parties) of the assignment. In addition, in this case, the Supplier is entitled to revoke the Customer's authorization to resell and process the Goods subject to retention of title.

8.4.5 In the event that the attainable value of the security should exceed the Secured Claims of the Supplier by more than 10 %, the Supplier shall, upon request by the Customer, release securities as selected by the Supplier.

## 9. CLAIMS FOR DEFECTS (GEWÄHRLEISTUNGSRECHTE)

9.1 For rights of the Customer with regard to material defects or defects of title (including wrong or short delivery), the provisions of statutory law shall apply unless provided otherwise below. In any case, the Customer's rights from separately issued guarantees shall remain unaffected.

9.2 As a matter of principle, the Supplier shall not be liable for defects that the Customer knows or is grossly negligent not to know when concluding the contract (Section 442 BGB). Claims of the Customer for defects furthermore depend on compliance of the Customer with its statutory obligations of inspection and notification (as set forth in Sections 377, 381 German Commercial Code (HGB)). For products intended for installation or other further processing, inspection must always take place directly before processing. If a defect appears during delivery, inspection or at any later date, the Supplier shall be notified hereof in writing without undue delay. In any case, obvious defects must be reported in written form within two weeks after delivery; defects that were not obvious during an inspection must be reported in written form within the same period after discovery. If the Customer fails to properly inspect products and/or report defects, the Supplier's liability for the defect not timely and properly reported shall be excluded in accordance with statutory law. For products intended for installation or other further processing, this shall also apply if a defect is discovered only after processing because the above-described obligations were not observed; in such case, the Customer shall in particular not be entitled to compensation of related costs ("removal and installation costs").

9.3 If the delivered Goods are defective, the Supplier shall be free to choose whether supplementary performance is carried out gratuitously by rectification of the defect (repair) or delivery of a defect-free item (replacement). The Customer may reject the method chosen by the Supplier for supplementary performance if it is not tolerable to the Customer in an individual case. The Supplier's right to refuse supplementary performance under the provisions of statutory law shall remain unaffected.

9.4 The Supplier is entitled to make the supplementary performance owed by him contingent on payment of the due purchase price by the Customer. However, the Customer shall have the right to retain a reasonable portion of the purchase price in relation to the defect.

9.5 The Customer shall grant the Supplier the necessary time and opportunity for the owed supplementary performance and in particular hand over to the Supplier the Goods in question for inspection purposes. In case of a replacement delivery, the Customer shall hand back to the Supplier the defective Goods upon request and in accordance with statutory law; however, the Customer shall have no claim for return. Subsequent performance includes neither dismantling, removal or uninstallation of the defective Goods, nor does it cover the assembly, mounting or installation of defect-free Goods if the Supplier was not obliged to perform such services from the start. Claims of the Customer for compensation of related costs ("removal and installation costs") shall remain unaffected.

9.6 The Supplier will reimburse the necessary expenses for the purpose of inspection and supplementary performance, especially transport, travel, labour, and material costs as well as removal and installation costs, if any, in accordance with statutory law and these GTCS if a defect is actually given. Otherwise, the Supplier can demand compensation from the Customer of the costs incurred in connection with an unjustified request for supplementary performance if the Customer knew or should have recognised that no defect was existing.

9.7 The Customer shall not have any claims with regard to the expenses necessary for the purpose of inspection and subsequent performance, including transport, travel, labour and material costs, insofar as the expenses are increased by the fact that the Goods have been moved to a place other than the Customer's registered office, unless this corresponds to their intended use.

9.8 If a reasonable deadline to be set by the Customer for supplementary performance has expired unsuccessfully or is dispensable under statutory law, the Customer may rescind (zurücktreten) the purchase contract in accordance with statutory law or reduce the purchase price. However, in case of an insignificant defect, there shall be no rescission right (Rücktrittsrecht).

9.9 If the Supplier shall supply Goods in accordance with drawings or models provided by the Customer, the Customer guarantees to the Supplier that the Goods thus produced will not breach any third-party property rights. If claims are asserted against the Supplier by a third party in this respect, the Customer shall be obliged to indemnify the Supplier from such claims upon first written request. The Supplier is not authorised to make any agreements with such third party without the Customer's consent or, especially, to agree a settlement. The indemnification to be granted by the Customer shall cover all necessary expenditures incurred by the Supplier in connection with the assertion of claims by such third party. The limitation period for such claims is 10 years, starting upon conclusion of the respective contract.

9.10 As far as delivered Goods have not been manufactured and delivered according to specifications of the Customer and the Goods infringe a third-party property right or copyright, the Supplier will at his own discretion modify or exchange the Goods in a way that no third-party rights are infringed, but the Goods still fulfil the contractually agreed functions. Alternatively, the Supplier may procure for the Customer a right of use by concluding a license agreement

with such third-party. If the Supplier do not succeed to do so within a reasonable period, the Customer shall have the right to rescind the contract or reasonably reduce the purchase price.

9.11 There are no warranty claims (Gewährleistungsrechte),

- in the event of only insignificant deviations of the Goods, that are natural products, from the usual quality, in particular minor deviations in colour, texture, purity and weight, including deviations between a series of Goods of the same type and the same cut, or
- in the event of deviations from declarations concerning the place of origin of the Goods, unless the place of origin has been expressly assured by the Supplier, or
- in then event of customary deviations and deviations based on statutory law or technical improvements as well as the replacement of components by equivalent parts as far as they do not impair the usability for the contractually defined purpose, or
- in the event of only minor impairment of the usual use of the Goods, or
- in the event of natural wear and tear of the Goods, or
- in the event of defects arising after the transfer of risk, or
- in the case of defects that are due to careless handling, excessive stress, unsuitable means and/or special external influences that are not expressly required by the contract, or
- in the case of defects that are due to improper modifications, processing into jewellery or repair work by the Customer or third parties or their consequences, if this makes the elimination of defects impossible or unreasonably difficult. In any case, the Customer must bear the additional costs of remedying the defects resulting from the change.

9.12 Claims by the Customer based on material defects or defects of title shall become statute-barred 12 months after delivery or after acceptance, provided that acceptance has been agreed. This does not apply to the extent that the law (in particular pursuant to Sections 438 para. 1 no. 1, 438 para. 1 no. 2 (buildings and objects used for buildings), 438 para. 3, 444, 445b, 478 para. 2 (right of recourse) or 634a para. 1 no. 2 (construction defects) BGB) prescribes longer deadlines as well as for claims for damages by the customer as well as in cases of death, personal injury or damage to health or in the event of intent or gross negligence as well as in accordance with the German Product Liability Act (ProdHaftG); in these cases the statutory limitation periods shall exclusively apply. The statutory provisions regarding suspension of expiration (Ablaufhemmung), suspension (Hemmung) and recommencement of limitation periods shall remain unaffected. The above limitation periods of the sales law also apply to contractual and non-contractual claims for damages by the Customer that are based on a defect in the Goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case.

9.13 Claims of the Customer for reimbursement pursuant to Section 445a (1) BGB are excluded unless the last contract in the supply chain is a contract for the sale of consumer goods (Sections 478, 474 BGB). Claims of the Customer for damages or compensation of futile expenses (Section 284 BGB) are also given in case of defects in the Goods only in accordance with Section 12 of these GTCS below.

## 10. CONFIDENTIALITY; INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT

10.1 Any catalogues, brochures and technical documentation (e.g. specifications, drawings, designs, studies, plans, calculations, manuals), gemstone cuts, gemstone carvings, prototypes, models, other product descriptions or documents handed over or made available by the Supplier – also in electronic form – are business secrets that have to be treated as confidential. They may not be disclosed to third parties unless they are known to the public or otherwise lawfully known to the Customer. Disclosure to staff of the Customer is only admissible if and to the extent this is necessary for the exercise of the contract. If no contract is concluded or if no



longer needed by the Customer in the ordinary course of business, such material, as described above, shall be returned on request; any generated copies shall be destroyed. This does not apply for the storage of electronically provided data for the purpose of standard data backups. 10.2 The Supplier reserves all copyrights, patent rights, trademark rights and all other property rights regarding the documents and items listed in Section 10.1 of these GTCS including copies and other items that the Supplier has handed or made available to the Customer in the scope of contract initiation and performance.

## 11. IMPOSSIBILITY OF PERFORMANCE

If the Supplier becomes unable to make a delivery incumbent on him in a manner for which he is responsible, the Customer shall be entitled to claim damages only in the amount of 10% of the gross value of that part of the delivery which, owing to the impossibility, cannot be put to the intended use. This limitation shall not apply in the case of mandatory liability based on intent, gross negligence, death, personal injury or damage to health; this shall not result in a change in the burden of proof to the detriment of the Customer. The right of the Customer to rescind the contract shall remain unaffected.

## 12. OTHER CLAIMS FOR DAMAGES

12.1 Unless provided otherwise in these GTCS including the provisions below, the Supplier shall be liable for the breach of contractual and non-contractual obligations in accordance with statutory law.

12.2 The Supplier shall be liable for damages – regardless of the legal grounds – in the scope of fault-based liability for intent and gross negligence. In case of simple negligence (einfache Fahrlässigkeit), the Supplier shall be liable, under reserve of limitations of liability pursuant to statutory law (e.g. diligence in own affairs, insignificant breach of duty), only as follows:

- a) for damage resulting from death, personal injury or damage to health, or
- b) for damage resulting from the breach of a fundamental contractual obligation (wesentliche Vertragspflicht) (an obligation whose fulfilment is essential for the proper exercise of the contract and upon the fulfilment of which the Customer regularly relies or may rely on); in such case, the Supplier's liability is, however, limited to the compensation of the foreseeable, typically incurred damage.

12.3 The limitations of liability set forth in Section 10.2 of these GTCS shall also apply towards third parties and in case of breaches of duty by persons (also for their benefit), for which the Supplier is responsible under statutory law. Such limitations of liability shall not apply if and to the extent a defect has been fraudulently concealed, a guarantee for a certain characteristic of the Goods has been granted or for claims of the Customer under the German Product Liability Act.

12.4 Based on a breach of duty that does not constitute a defect, the Customer may only rescind (zurücktreten) or terminate (kündigen) a contract if the Supplier is responsible for such breach of duty. A free termination right of the Customer (in particular as set forth in Sections 650, 648 BGB) shall be excluded. In all other respects, the provisions and legal consequences of statutory law shall apply.

12.5 Claims of the Customer for damages pursuant to Section 12.2 sentences 1 and 2 (a) of these GTCS and under the German Product Liability Act shall lapse only in accordance with statutory limitation periods. All other claims of the Customer shall lapse 12 months after delivery or, where an acceptance was agreed, after acceptance.

### 13. IMPORT AND EXPORT RESTRICTIONS

13.1 The parties are aware that the Goods may be subject to export and import restrictions. In particular, there may be licensing requirements or restrictions on the use of the Goods abroad. The Customer will comply with 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 Supplier's performance of the contract is subject to the proviso that there are no obstacles to its performance due to national and international regulations of export and import law or any other statutory provisions.

13.2 The Customer shall not export, reexport or transfer directly or indirectly, any Goods or technical data received from the Supplier to any country or user if such export, reexport or transfer is restricted under the laws applicable in the country where the Customer is registered or resident, without first obtaining any required governmental license, authorization, certification or approval. If the Customer resells or otherwise disposes of any Goods or technical data purchased hereunder, it will comply with any export restrictions applicable.

### 14. DATA PROTECTION

14.1 The Customer assures that in the scope of exercise of the contract no actions are taken that violate existing regulations of data protection (in particular the GDPR or the German Federal Data Protection Act (BDSG)).

(2) The Supplier is pleased to fulfil his statutory duties of information with regard to the processing of personal data. The Supplier's data protection notice may be viewed at <https://paul-wild.com/privacy-policy/>. Upon request, the Supplier may also provide his data protection notice in written form free of charge. The Customer confirms that it has taken note of the processing of personal data as described in the above-mentioned data protection notice. The Customer undertakes to view the aforementioned data protection notice at regular intervals and make it accessible to its staff to the extent personal data of staff members is processed by the Supplier.

### 15. VENUE AND APPLICABLE LAW

15.1 If the Customer is considered a business person (Kaufmann) according to the German Commercial Code (Handelsgesetzbuch), the sole venue for all disputes arising directly or indirectly from or in connection with the contractual relationship between the Supplier and the Customer shall be the Supplier's place of business. The same shall apply accordingly if the Customer is a trader in the meaning of Section 14 BGB. However, the Supplier may also bring an action at the general place of jurisdiction of the Customer. Any prior-ranking provisions of statutory law, in particular regarding exclusive competence, remain unaffected.

By way of derogation from sentences 1 to 4 above, the following shall apply to international business transactions (with cross-border implications):

(a) The courts at the place of business of the Supplier in Germany shall be the exclusive place of jurisdiction for any disputes arising from or in connection with the contractual relationship between the Supplier and the Customer if, when the dispute is brought before the court, it is established that the requirements stipulated in Regulation (EU) No 1215/2012 of the European Parliament and of the Council, of 12 December 2012, on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters, are met for the recognition and enforcement of a German court decision abroad against the Customer.

(b) In all other cases, any disputes arising from or in connection with the contractual relationship between the Supplier and the Customer shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed under those rules without recourse to the ordinary courts of law. The place of arbitration

shall be the Supplier's place of business in Germany. The language of the proceedings shall be German.

15.2 Legal relations existing in connection with the contractual relationship between the Supplier and the Customer shall be governed by German substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### 16. SEVERABILITY CLAUSE

Should individual provisions of a contract be or become invalid or void in whole or in part, this shall have no impact on the validity of the contract in all other respects. The parties shall undertake to replace the invalid or void provisions by such valid provision that comes as close as possible to the intended economic purpose. If the contract includes a gap, such legally valid provisions shall be deemed as agreed that the parties would have agreed with regard to the economic objectives of the contract if they had been aware of the gap.

#### 17. LANGUAGE VERSIONS

These GTCS are drawn up in the German and English languages. The German version shall prevail in the event of any inconsistencies and/or deviations.