

## GENERAL TERMS AND CONDITIONS FOR ENTREPRENEURS

### 1. General provisions

- 1.1 The following General Terms and Conditions ("**GTC**") apply to all business relationships between NADDCON GmbH, Lichtenfels ("**NADDCON**"), and their customers ("**Customer**", together with NADDCON "**Parties**").
- 1.2 The GTC shall apply only if the Customer is an entrepreneur (Section 14 BGB (*German Civil Code*)), a legal entity under public law, or a special fund under public law.
- 1.3 The GTC apply in particular to
  - contracts for research and/or development to be carried out by NADDCON ("**R&D Contracts**") and/or
  - consulting services such as the implementation of feasibility studies ("**Service Contracts**") and/or
  - contracts for the delivery of movables ("**Goods**"), irrespective of whether NADDCON manufactures the Goods themselves or purchases them from suppliers (Sections 433, 650 BGB) ("**Supply Contracts**").
- 1.4 Unless NADDCON agrees otherwise with the Customer, the GTC in the version valid at the time of the Customer's order or order placement or in any case in the version last submitted to them in text form shall also apply as a framework agreement for similar future contracts without NADDCON having to reference them time and again in each individual case.
- 1.5 The GTC of NADDCON apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer, in particular, purchasing terms and conditions, only become part of the contract if and insofar as NADDCON has expressly agreed to their application. This requirement of consent applies in every case, for example, even if the Customer refers to their general terms and conditions in the context of the order, and NADDCON does not expressly object to this.
- 1.6 Individual agreements (for example, framework supply agreements, quality assurance agreements) and details in NADDCON's order confirmation take precedence over the GTC. In case of doubt, commercial clauses shall be interpreted pursuant to the Incoterms® published by the Paris International Chamber of Commerce (ICC) in the version valid at the time of contract conclusion.
- 1.7 Legally relevant declarations and notifications of the Customer in relation to the contract (e.g., deadlines, notice of defects, withdrawal, reduction or termination) must be made in writing. The concept of the written form within the meaning of these GTC includes the written and text form (e.g., letter, e-mail, fax). Legal formal requirements and other evidence, in particular, in the case of doubt regarding the legitimacy of the person making the declaration, shall remain unaffected.
- 1.8 References to the applicability of statutory provisions shall only be of a clarifying nature. Therefore, even without such clarification, the statutory provisions shall apply to the extent to which they are not directly amended or expressly excluded in these GTC.

### 2. Contract conclusion

- 2.1 NADDCON's offers are subject to change without notice and non-binding. This also applies if NADDCON has provided the Customer with catalogs, technical documentation (for example, drawings, plans, evaluations, calculations, references to DIN standards), and other product descriptions or documents – also in electronic form.
- 2.2 It shall be considered a binding offer of contract when the Customer orders Goods or places an order. Unless it can be reasonably assumed from the order or the order placement, NADDCON shall be entitled to accept this offer of contract within 14 days of its receipt by NADDCON.
- 2.3 Acceptance can be declared in writing (for example, by order confirmation), by delivery of the Goods to the Customer, or by the commencement of the research and development activity.

### 3. Subject matter of R&D Contracts/Service Contracts

- 3.1 The subject matter of an R&D Contract is the implementation of research and/or development activities with regard to a contractually defined research and/or development objective.
- 3.2 The subject matter of a Service Contract is the provision of consulting services with regard to specific, contractually specified tasks.
- 3.3 When performing an R&D Contract or a Service Contract, NADDCON is obliged to exercise scientific care as well as to comply with the generally accepted rules of technology. However, unless the Parties agree otherwise, NADDCON does not assume any warranty for the actual achievement of a specific research and/or development result or its usability and/or the usability of consulting services.

### 4. Processing times for R&D Contracts/Service Contracts

- 4.1 The term for processing the services under R&D Contracts or Service Contracts shall be agreed upon individually and/or specified by NADDCON upon acceptance of the order.
- 4.2 If NADDCON realizes that a binding processing time or a binding deadline cannot be observed, they will inform the Customer of the reasons for the delay and agree on an appropriate adjustment with the Customer.

### 5. Delivery period and default in delivery for delivery contracts

- 5.1 The delivery period for delivery contracts is agreed upon individually and/or specified by NADDCON upon acceptance of the order. If this is not the case, the delivery period shall be approx. 4 weeks after contract conclusion.
- 5.2 If NADDCON is unable to meet binding delivery dates for reasons for which NADDCON is not responsible (unavailability of the service), NADDCON will inform the

Customer of this immediately while at the same time communicating the expected new delivery period. If the service is unavailable also within the new delivery period, NADDCON shall be entitled to withdraw from the contract in whole or in part. NADDCON will immediately return any return service already rendered by the Customer. If NADDCON has concluded a congruent hedging transaction, neither NADDCON nor their suppliers are at fault, or NADDCON is not obliged to procure in the individual case, in particular, the late self-delivery by NADDCON's suppliers shall be considered a case of unavailability of performance in this sense.

- 5.3 The occurrence of default in delivery on the part of NADDCON is determined pursuant to the statutory provisions. In any case, however, this requires a reminder by the Customer. If NADDCON defaults on delivery, the Customer can demand lump-sum compensation for the damages caused by default. The lump-sum compensation amounts to 0.5 % of the net price (delivery value) for each completed calendar week of the default, however, at most, 5 % of the delivery value of the Goods in default. NADDCON has the right to provide evidence that the Customer has not incurred any damages at all or considerably less damage than the aforementioned lump sum.
- 5.4 The rights of the Customer in accordance with Clause 17 of these GTC and the statutory rights of NADDCON, in particular in the event of an exclusion of the obligation to perform (for example, due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.
- 6. Delivery, passage of risk, acceptance, default of acceptance for delivery contracts**
- 6.1 Delivery is ex-works, which is also the place of performance for the delivery and any subsequent performance. The Goods may be shipped to another destination (sale by dispatch) at the Customer's request and account. Unless otherwise agreed, NADDCON shall be entitled to determine the type of shipment (in particular, forwarding agent, shipping route, packaging) themselves.
- 6.2 The risk of accidental loss and accidental deterioration of the Goods passes to the Customer at the latest when the Goods are handed over. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the Goods, as well as the default risk, shall pass to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment upon delivery of the Goods to them. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and labor shall apply accordingly to any agreed acceptance. If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- 6.3 If the Customer defaults on acceptance, fails to collaborate or if our delivery is delayed for other reasons attributable to the Customer, NADDCON shall be entitled to demand compensation for the damage resulting therefrom,

including additional expenses (e.g., warehouse charges).

- 7. Duties to collaborate of the Customer, acceptance**
- 7.1 The Customer is obliged to collaborate appropriately across the entire contract period. This includes the provision of all objects, data and information from their own sphere in an appropriate quality and quantity, which are required for the performance of services by NADDCON, e.g., within the scope of an R&D Contract.
- 7.2 Disadvantages arising from a lack of or delayed collaboration shall be to the disadvantage of the Customer.
- 7.3 If work performance has been agreed upon, it shall be accepted after completion. The Parties may agree on interim acceptance dates. In the case of substantial defects in the development results, the Customer may refuse acceptance until the defects have been rectified; NADDCON shall be entitled and obliged to rectify the defects within a reasonable period of time. Otherwise, the Customer must declare formal acceptance, if necessary, by listing any defects which are to be rectified by the contractor within a reasonable period of time. Apart from that, Section 640 BGB shall apply.
- 8. Rights of use to research and development results**
- 8.1 In accordance with the R&D Contract, the results under the R&D Contract are made available to the Customer after the completion of the services under the R&D Contract.
- 8.2 Unless the Parties have agreed otherwise, the Customer shall receive a non-exclusive, non-transferable and non-sub-licensable free right of use for inventions which NADDCON has made during the performance of the R&D Contract and for industrial property rights applied for by and granted to NADDCON in respect of such inventions for the underlying intended purpose of the R&D Contract.
- 8.3 Instead of a right of use pursuant to Clause 8.2, NADDCON may, upon request and in return for payment, grant the Customer an exclusive right of use for the underlying intended purpose of the R&D Contract to the inventions made while performing under the R&D Contract and to the industrial property rights applied for by and granted to NADDCON. Such granting of rights shall be agreed upon by the Parties in a separate written agreement. The Customer shall declare such a request according to Sentence 1 in writing to NADDCON within three months after notification of the invention. In this respect, NADDCON retains a non-exclusive, free right of use for internal research and development purposes.
- 8.4 NADDCON shall decide on the registration of industrial property rights to the inventions made during the performance of an R&D Contract. In principle, the Customer has no right to the registration of industrial property rights. If NADDCON decides to apply for industrial property rights, NADDCON shall do so in their own name.
- 8.5 The Customer shall receive a non-exclusive, non-transferable and non-sub-licensable free right of use for the underlying intended purpose of the R&D Contract to the

proprietary works created by NADDCON in the course of the performance of the R&D Contract, including software programmed by NADDCON and know-how created.

8.6 If the Parties have made joint inventions during the performance of the R&D Contract, i.e., with the participation of employees of both Parties, and the shares in the invention cannot be applied for separately by each party, the Parties shall own the inventions jointly according to their share in the invention. The Parties shall agree on the details contractually in the individual case.

8.7 Clause 8.6 shall apply to the extent to which it may be applicable, accordingly to proprietary works, including software and know-how, which are jointly created by the Parties in the course of the performance of the R&D Contract.

8.8 If the Customer requires already existing industrial property rights used by NADDCON during the performance of the R&D Contract for the exploitation of the results from the R&D Contract, NADDCON shall, in return for payment, grant them a non-exclusive right of use to be agreed separately for the underlying intended purpose of the R&D Contract, provided that no other obligations of NADDCON exclude this. The Customer must declare such a request in writing to NADDCON within six months after handover of the results under the R&D Contract.

**9. Conflicting property rights in R&D Contracts and Supply Contracts**

9.1 Unless expressly agreed otherwise, NADDCON does not conduct any patent research and research for conflicting property rights when performing R&D Contracts and Supply Contracts. NADDCON does not assume any liability that the results obtained under the R&D Contract and/or the Goods do not violate third-party industrial property rights.

9.2 The Parties shall inform each other of any third-party industrial property rights they become aware of before and during the performance of the R&D Contract and/or the Supply Contract and which might be relevant to the other Party.

9.3 The Parties shall mutually agree in which way industrial property rights that have become known shall be considered in the further performance of the R&D Contract or the delivery.

**10. Prices, remuneration and terms of payment**

10.1 Unless otherwise agreed in individual cases, NADDCON's current prices at the time of contract conclusion shall apply ex-works plus any statutory value added tax.

10.2 If the Parties agree on remuneration in individual cases, in particular, for the performance of an R&D Contract, this remuneration shall be a fixed price unless the Parties have agreed otherwise in individual cases.

10.3 In the case of sale by dispatch (Clause 6.1), the Customer shall bear the shipping costs ex-works and the costs of any transport insurance requested by the Customer. The Customer shall pay any customs duties, fees, taxes and other public charges.

10.4 The purchase price and/or remuneration are due and payable within 30 days of invoicing. However, NADDCON is entitled at any time, even within the framework of an ongoing business relationship, to carry out a delivery or the performance of research and/or development work in whole or in part only against advance payment. NADDCON declares a corresponding reservation at the latest with the order confirmation.

10.5 The Customer shall be in default upon the expiry of the aforementioned payment period. During the default, the purchase price shall yield interest at the applicable statutory default interest rate. NADDCON reserves the right to assert further damages caused by default. NADDCON's claim to the commercial default interest (Section 353 HGB (*German Commercial Code*)) shall remain unaffected with respect to businesspeople.

10.6 The Customer is only entitled to set-off or retention rights insofar as their claim has been legally established or is undisputed. Offsetting with counterclaims which are synallagmatically linked to the offset main claim remains unaffected. The Customer's reciprocal rights remain unaffected, in particular, in the event of defects in the Goods, especially in accordance with Clause 12.5 Sentence 2 of these GTC.

10.7 If, after contract conclusion, it becomes apparent (for example, through an application for the opening of insolvency proceedings) that NADDCON's claim to the purchase price is jeopardized by the Customer's inability to pay, NADDCON shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (Section 321 BGB). In case of contracts about the production of non-fungible Goods (customized products), NADDCON can immediately declare their withdrawal; the legal regulations concerning the dispensability of a time limit shall remain unaffected by this.

**11. Retention of title and right of use**

11.1 NADDCON retains the title to sold Goods and embodied results from R&D Contracts ("**Goods Subject to Retention**") until full payment of all of NADDCON's present and future claims arising from the current business relationship between the Parties (secured claims).

11.2 The Goods Subject to Retention under 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 NADDCON immediately in writing if an application is made to open insolvency proceedings or if third parties access (e.g., seizures) the Goods Subject to Retention owned to NADDCON.

11.3 In the event of any behavior of the Customer in breach of the contract, in particular, in the event of non-payment of the purchase price due, NADDCON shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or demand the Goods Subject to Retention to be returned on the basis of the reservation of title. At the same time, the request for surrender does not include the declaration of withdrawal; rather, NADDCON is entitled to demand only the surrender of the

Goods Subject to Retention and to reserve the right of withdrawal. If the Customer does not pay the purchase price due, NADDCON shall only assert these rights if NADDCON has previously unsuccessfully set the Customer a reasonable payment period or such a payment period is dispensable according to statutory provisions.

11.4 Until revoked in accordance with (c) below, the Customer is authorized to resell and/or further process the Goods Subject to Retention in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title includes the full value of the products created by processing, mixing or combining our Goods Subject to Retention, whereby NADDCON shall be considered the manufacturer. If, in the event of processing, mixing or combining with Goods of third parties, the ownership rights of these third parties remain, NADDCON shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Goods. In all other respects, the same applies to the resulting product as to the Goods delivered under retention of title.

(b) The Customer hereby assigns to NADDCON by way of security the claims against third parties arising from the resale of the Goods Subject to Retention or the product in total or in the amount of NADDCON's co-ownership share, if any, in accordance with the preceding paragraph. NADDCON accepts the assignment. The obligations of the Customer mentioned in Paragraph 2 also apply in view of the assigned claims.

(c) The Customer remains authorized to collect the claim in addition to NADDCON. NADDCON undertakes not to collect the claim as long as the Customer meets their payment obligations towards NADDCON, there is no inability to pay, and NADDCON does not assert the retention of title by exercising a right in accordance with Paragraph 3. If this is the case, however, NADDCON can ask the Customer to inform NADDCON about the assigned claims and their debtors, give them all the information required for the collection of the debts, hand over all the associated documents and inform the debtors (third parties) about the assignments. In addition, in this case, NADDCON is entitled to revoke the Customer's authority to further sell and process the Goods Subject to Retention.

(d) If the realizable value of the securities exceeds our claims by more than 10 %, NADDCON shall release securities of NADDCON's choice at the Customer's request.

11.5 The Customer only receives the rights of use referred to in Clause 7.3 upon full payment of all current claims of NADDCON arising from the R&D Contract and an ongoing business relationship.

**12. Customer's claims for defects in Supply Contracts**

12.1 Unless otherwise stipulated in the following, the statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including wrong and short delivery as well as improper

assembly/installation or defective instructions). The statutory special provisions on reimbursement of expenses upon final delivery of the newly manufactured Goods to a consumer (supplier recourse according to Sections 478, 445a, 445b or Sections 445c, 327 Para. 5, 327u BGB) shall remain unaffected in any case unless a compensation of the same value has been agreed, for example, within the scope of a quality assurance agreement.

12.2 The basis of NADDCON's liability for defects primarily is the agreement made on the quality and the presumed use of the Goods (including accessories and instructions). All product descriptions and manufacturer's information which are the subject of the individual contract, or which were published by NADDCON (in particular, in catalogs or on NADDCON's website) at the time of contract conclusion are considered an agreement on quality in this sense. Insofar as the quality was not agreed upon, it shall be assessed according to the statutory regulations whether a defect exists or not (Section 434 Para. 3 BGB). Public statements by the manufacturer or on their behalf, in particular, in advertising or on the label of the Goods, take precedence over statements by other third Parties.

12.3 NADDCON is generally not liable for defects which the Customer knows about at the time of contract conclusion or does not know about due to gross negligence (Section 442 BGB). Furthermore, the Customer's claims for defects presuppose that they have fulfilled their statutory duties of examination and notification (Sections 377, 381 HGB). In the case of building materials and other Goods intended for installation or other further processing, an inspection must be carried out immediately before processing in any case. If a defect becomes apparent during delivery, inspection or at any later point in time, NADDCON must be notified of this in writing without delay. In any case, obvious defects must be notified in writing within 14 working days after delivery and defects not perceivable during the inspection within the same period of time from discovery. If the Customer fails to carry out the proper inspection and/or fails to notify defects, NADDCON's liability for the defect not notified or not notified in time or not notified properly is excluded in accordance with the statutory provisions. In the case of Goods intended for assembly, mounting or installation, this also applies if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the Customer shall, in particular, have no claims for reimbursement of corresponding costs ("assembly and disassembly costs").

12.4 If the delivered item is defective, NADDCON may first choose between supplementary performance by removal of the defect (rectification) or by delivery of an item that is free of defects (replacement). If the type of subsequent performance NADDCON selects is unreasonable for the Customer in the individual case, the Customer may reject this. NADDCON's right to refuse subsequent performance under the statutory requirements remains unaffected.

12.5 NADDCON is entitled to make the subsequent performance owed conditional on the Customer paying the

purchase price due. However, the Customer is entitled to retain an appropriate share of the purchase price in relation to the defect.

- 12.6 The Customer is obliged to give NADDCON the necessary time and opportunity required for the owed supplementary performance, in particular, to hand over the complained item for examination purposes. In the event of a replacement delivery, the Customer shall return the defective item to NADDCON upon NADDCON's request in accordance with the statutory provisions; however, the Customer shall not have a claim for return. Subsequent performance does not include the disassembly, removal or deinstallation of the defective item nor the assembly, fitting or installation of a defect-free product if NADDCON was not originally obliged to perform these services; the Customer's claims for reimbursement of corresponding costs remain unaffected.
- 12.7 If a defect is actually present, NADDCON shall bear or reimburse the expenses incurred for the purpose of inspection and subsequent performance, in particular, transport, travel, labor and material costs and, if applicable, assembly and disassembly costs, in accordance with the statutory regulation and these GTC. Otherwise, NADDCON can request the Customer to reimburse the costs arising from the unjustified request to rectify the defect if the Customer knew or was negligent in not knowing that there was actually no defect.
- 12.8 In urgent cases, for example, in the event of any risk to operational safety or to avert disproportionate damage, the Customer shall have the right to rectify the defect themselves and to demand reimbursement from NADDCON of the expenses objectively necessary for this. NADDCON must be notified of such self-execution without delay, if possible, in advance. The right of self-performance does not exist if NADDCON would be entitled to refuse any corresponding subsequent performance in accordance with the statutory provisions.
- 12.9 If a reasonable period for subsequent performance to be set by the Customer has expired unsuccessfully or is dispensable according to statutory provisions, the Customer can withdraw from the purchase contract or reduce the purchase price according to the statutory regulations. In the case of an insignificant defect, however, there is no right of withdrawal.
- 12.10 Claims of the Customer for damages or reimbursement of wasted expenditure shall also exist in the case of defects only in accordance with the provisions of Clause 13 and Clause 17 and are otherwise excluded.

### 13. Warranty for R&D Contracts

- 13.1 NADDCON shall perform the services under R&D Contracts in accordance with the latest published state of science and technology. The statutory provisions of service contract law (Sections 611 et seq. BGB) shall apply.
- 13.2 Insofar as NADDCON expressly confirms the achievement of a specific research and/or development result or NADDCON owes the production of an item corresponding to the accepted state of the art as a research and/or development result, in the event of defects, sales

contract law or the law on contracts for work and labor shall apply subject to Clause 12 accordingly as far as applicable instead of the provisions of the service contracts law (Sections 611 et seq. BGB).

### 14. Warranty for Service Contracts

NADDCON shall perform the services under Service Contracts in accordance with the latest published state of science and technology. The statutory provisions of service contract law (Sections 611 et seq. BGB) shall apply.

### 15. Termination of R&D Contracts

- 15.1 Either party is entitled to terminate an R&D contract with four weeks' notice to the end of a calendar month if no substantial project progress has been made after the expiry of a substantial processing period, at the earliest six months after entering the R&D Contract. Otherwise, there is no ordinary right of termination unless the Parties have agreed otherwise.
- 15.2 Each party is entitled to terminate an R&D Contract extraordinarily for good cause. Good cause for NADDCON shall also exist, in particular, if the Customer fails to collaborate as required for this R&D Contract after setting a deadline.
- 15.3 After the effective termination of an R&D Contract, NADDCON will hand over to the Customer the results under the R&D Contract achieved up to the expiry of the notice period. The Customer is obliged to reimburse NADDCON for the costs incurred up to the expiry of the notice period.
- 15.4 In the event that the termination is due to the fault of one of the Parties, claims for damages shall remain unaffected.

### 16. Termination of Service Contracts

Each party is entitled to terminate a Service Contract with four weeks' notice to the end of a calendar month.

### 17. Other liability

- 17.1 Insofar as nothing to the contrary arises from these GTC, including the following provisions, NADDCON shall be liable in the event of a violation of contractual and non-contractual obligations in accordance with the statutory provisions.
- 17.2 NADDCON is liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of intent and gross negligence. In the case of simple negligence, NADDCON shall be liable, subject to statutory limitations of liability (e.g., diligence in own affairs; insignificant breach of duty), only
- a) for damages from the violation of life, body or health,
  - b) for damages arising from the breach of a material contractual obligation (obligation whose fulfillment is a prerequisite for the proper performance of the contract and on whose observance the contractual partner regularly relies and may rely); in this case, however, NADDCON's liability shall be limited to compensation for the foreseeable, typically occurring damage.

- 17.3 The limitations of liability resulting from Clause 17.2 also apply to third Parties as well as in the case of breaches of duty by persons (also in their favor) whose fault NADDCON is responsible for according to statutory provisions. They do not apply insofar as a defect was fraudulently concealed, or a guarantee for the quality of the Goods was assumed and for claims of the Customer according to the Product Liability Act.
- 17.4 Due to a breach of duty which does not consist of a defect, the Customer may only withdraw or terminate if NADDCON is responsible for the breach of duty. A free right of termination of the Customer (in particular according to Sections 650, 648 BGB) is excluded for delivery contracts. In all other respects, the statutory prerequisites and legal consequences shall apply.
- 18. Statute of limitations**
- 18.1 In deviation from Section 438 Para. 1 No. 3 BGB, the general statute of limitations for Supply Contracts for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed upon, the statute of limitations shall commence upon acceptance.
- 18.2 If the Goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the statute of limitations shall be five years from delivery in accordance with the statutory regulation (Section 438 Para. 1 No. 2 BGB). Other special statutory provisions on the statute of limitations (in particular, Section 438 Para. 1 No. 1, Para. 3, Sections 444, 445b BGB) shall also remain unaffected.
- 18.3 The above statutes of limitations of the law on the sale of Goods also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the Goods unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a statute of limitations in individual cases.
- 18.4 Insofar as the law on sales contracts applies to an R&D contract, Clause 18.1 to 18.3 shall apply accordingly.
- 18.5 Claims for damages by the Customer pursuant to Clause 17 Para. 2 Sentence 1 and Sentence 2(a), as well as pursuant to the Product Liability Act, or arising from breaches of duty under R&D Contracts shall become statute-barred exclusively in accordance with the statutory limitation periods.
- 18.6 In all other respects, claims shall become statute-barred in accordance with the statutory limitation periods.
- 19. Confidentiality**
- The Parties undertake to treat as confidential all information about the Goods and information about and arising from Service and/or R&D Contracts (in particular process information, samples or design documents), other products of the Parties, as well as information about operating procedures which is not generally known, even after the termination of any individual contracts. Insofar as employees and suppliers become aware of confidential information in the normal course of business, the Parties shall oblige them to maintain the same confidentiality.
- 20. Choice of law and place of jurisdiction**
- 20.1 These GTC and the contractual relationship between us and the Customer are governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular, the United Nations Convention on Contracts for the International Sale of Goods.
- 20.2 If the Customer is a businessperson in the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of NADDCON in Lichtenfels, Germany. The same applies if the Customer is an entrepreneur within the meaning of Section 14 BGB. However, NADDCON is also entitled in all cases to take legal action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the Customer's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive jurisdiction, remain unaffected.