

# General Terms and Conditions of Sale of the Coop Systems GmbH

## 1. General provisions

1. These General Terms and Conditions of Sale ("**GCS**") apply to all business relationships between Coop Systems GmbH ("**Coop Systems**", "**we**", "**us**") and our customers. Our offers are always made on the basis of the GCS.
2. The GCS shall apply in particular to contracts for the sale and/or delivery of movable goods ("**Goods**"), irrespective of whether Coop Systems manufactures the Goods itself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GCS in the version valid at the time of the Customer's order or in any case in the version last notified to the Customer in text form shall also apply as a framework agreement for similar future contracts without Coop Systems having to refer to them again in each individual case.
3. The GCS are accepted by the customer by placing the order or accepting the delivery for the duration of the entire business relationship.
4. These GCS shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Customer shall only become an integral part of the contract if and to the extent that Coop Systems has expressly consented to their validity. This requirement of consent shall also apply in particular if Coop Systems provides the services to the Customer without reservation in the knowledge of the Customer's General Terms and Conditions.
5. Individual agreements made with the customer in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GCS. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
6. The GCS shall only apply if the customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

## 2. Conclusion of contract

1. Offers from Coop Systems are subject to change and non-binding.
2. The Customer shall submit a binding offer for the subject matter of the contract with its order. Unless otherwise stated in the order, Coop Systems shall be entitled to accept the offer within twenty (20) working days after submission.
3. Acceptance of the offer shall be declared by Coop Systems to the customer (e.g. by sending an order confirmation).
4. Upon receipt of the declaration of acceptance by the customer, a binding contract is concluded between the parties.

## 3. Offer documents, ownership and confidentiality

1. The illustrations, drawings, CAD data, information on weights and dimensions as well as other technical data and performance descriptions contained in these GCS, the offer and the associated documents, as well as references to DIN, VDE, UL, SAE or other company or inter-company standards, are to be understood exclusively as quality specifications which serve to

describe the subject matter of the contract. These specifications do not constitute a quality guarantee.

2. The written order confirmation of Coop Systems shall be authoritative for the content and scope of the contract, subject to proof to the contrary. Subsidiary agreements, amendments, supplements, etc. shall require the written confirmation of Coop Systems.
3. Illustrations, drawings, CAD data, photographs, calculations, models, samples and other documents which Coop Systems has provided to the Customer ("**Coop Systems documents**") shall be the property of Coop Systems. Coop Systems reserves the property rights and copyrights to the documents of Coop Systems. This shall also apply to Coop Systems documents marked as "confidential".
4. Towards third parties as well as suppliers and competitors of Coop Systems (together "**third parties**") the documents of Coop Systems as well as the documents of Coop Systems marked as "confidential" (together "**confidential documents of Coop Systems**") shall be kept secret during the term of the contract as well as for a period of five (5) years after termination of the contract. The Customer shall not disclose Coop Systems Confidential Documents as such or their contents to third parties or make them accessible to third parties in any other way, disclose them, use them himself or through third parties, exploit them for his own business purposes or reproduce them without the express prior written consent of Coop Systems. The customer shall also impose this obligation on his employees insofar as they require confidential documents of Coop Systems for the performance of their duties.
5. At the request of Coop Systems, the customer shall immediately return the documents of Coop Systems, including any copies made thereof and any recordings made therefrom, to Coop Systems in full, destroy them or delete them on its own (mobile) devices or storage media if they are no longer required by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. If Coop Systems is required to destroy the documents of Coop Systems, a written certificate to this effect shall be issued to it by the customer.
6. After termination of the contract, the customer shall immediately return all documents of Coop Systems made accessible to him, in particular documents, written materials, copies, models as well as samples, etc., without request by Coop Systems and delete them on his own (mobile) devices or storage media. The customer shall not be entitled to assert a right of retention in this respect. At the request of Coop Systems, the customer shall assure that he no longer has any documents, including copies thereof or other multiple copies, also not in electronic form, in his possession or the possibility of gaining access thereto. The obligation to delete or destroy shall not apply to copies which are required for compliance with statutory retention obligations on the part of the customer.
7. If the customer culpably violates the above confidentiality obligations, para. 20.7.

#### 4. Production release

1. The customer is obliged to release the production of the goods in writing before the start of production. The release of the production of the goods shall be equivalent to the customer releasing the production samples in writing. If the customer does not fulfill his obligation to release the production, Coop Systems shall not be obliged to start the production of the goods until the written release.
2. As a rule, production samples shall be made available to the customer by Coop Systems or by a third party commissioned by Coop Systems before the start of production. Production samples are in particular all samples, prototypes, pre-series parts and parts which are made available to the customer for testing and approval before the start of production. The costs associated with the production and provision of the production samples shall be borne by the Customer, unless the parties agree otherwise.
3. Coop Systems does not carry out any testing of the production samples. The customer is exclusively responsible for the inspection of the production samples. If the customer culpably does not carry out the inspection of the production samples and nevertheless gives Coop Systems the production release or the production sample release, the customer shall be exclusively responsible for the defects and damage caused thereby.
4. Upon receipt of the production samples, the customer shall immediately conduct a comprehensive test of the production samples. This testing of the production samples shall include, among other things, comprehensive testing of the production samples under real conditions (i.e., where applicable (i.e., if applicable, by installing the production samples in a complete system to test the proper functioning of the production sample) as well as comprehensive tests, among others, with regard to the functioning, media resistance, leak tightness, weather resistance, temperature resistance, pressure resistance, geometry of the production samples as well as the interaction of the production samples with other components in the system or the dimension and material of the production samples, as well as, if applicable, durability test, vibration test, EMC test, electrical tests, in addition, the customer shall perform assembly tests. The customer also checks the suitability of the packaging as well as marking, printing and labels.
5. After completion of the checks and tests, the customer shall inform Coop Systems in writing of the result and any improvements or necessary changes.
6. If the Customer requests improvements or changes to the production samples, Coop Systems shall carry out any improvements or necessary changes at the Customer's expense and/or have them carried out by a third party commissioned by it.
7. If the production samples pass the inspections and tests carried out by the customer, the customer shall immediately give written release of the production samples. If the customer does not fulfill his obligation to release the production samples, Coop Systems shall not be obliged to start the production of the goods before the customer has released the production samples or the production of the goods in writing.
8. If the customer has not yet released the production samples, due to a circumstance for which the customer is responsible,

and if the customer nevertheless requires Coop Systems to start production of the goods, the customer shall be solely responsible for any defects and damage caused thereby.

#### 5. Prices and terms of payment

1. Unless otherwise specified by Coop Systems (in particular in the order confirmation), all prices quoted by Coop Systems are ex works (EXW Incoterms® 2020), exclusive of transport, insurance, taxes, customs duties, public charges and similar associated fees.
2. All prices are in euros and are subject to the statutory sales tax. The statutory sales tax is shown separately in the invoice.
3. In addition, our prices do not include the cost of packaging. These costs will be invoiced separately to the customer. The packaging used by Coop Systems is intended exclusively for the transport of the goods and is consequently transport packaging. If the Customer requires special packaging and/or transport packaging of the goods, this shall require a separate agreement between the parties. The Customer shall bear the costs incurred for this. In addition, the Customer shall provide Coop Systems with packaging instructions.
4. Coop Systems reserves the right to adjust its prices accordingly if cost reductions or cost increases occur after the conclusion of the contract, in particular due to collective wage agreements, currency fluctuations or material price changes (e.g. copper price). Coop Systems shall prove this to the customer upon request.
5. Unless otherwise agreed between the parties, prices shall be due for payment within thirty (30) days after receipt of the invoice and delivery (documented by a receipted delivery bill) or acceptance of the goods. Anything to the contrary shall be governed by clause 18.5 for special tools. However, Coop Systems shall be entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. Coop Systems shall declare a corresponding reservation at the latest with the order confirmation.
6. The customer shall be in default of payment upon expiry of the aforementioned or differently agreed payment period. During the period of default, interest shall be charged on the prices at the applicable statutory default interest rate. Coop Systems reserves the right to assert further damage caused by default. With respect to merchants, the claim to the commercial due date interest rate (§ 353 HGB) shall remain unaffected.
7. Prices are to be paid without deduction of any cash discount. A cash discount requires a special written agreement.
8. The customer shall only be entitled to rights of set-off or retention to the extent that its claim is undisputed or has been finally determined by a court of law. In the event of defects in the delivery, the customer's counter rights shall remain unaffected.
9. If, after conclusion of the contract, it becomes apparent that our claim to the price is jeopardized by the customer's inability to perform, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal

immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

## 6. Scope of delivery and services

Customary excess or short deliveries are permissible up to 5%. In the event of short deliveries, the customer who has duly notified the short delivery in accordance with § 377 HGB shall only owe the price corresponding to the quantity actually delivered. Excess deliveries of up to 5% shall be owed by the customer if the customer has not duly given notice of the short delivery in accordance with § 377 HGB. In this case, the customer shall also owe the proportionally increased price attributable to the excess delivery. If, in the case of an additional delivery, the Customer has duly given notice of defect in accordance with § 377 HGB, he shall not owe the additional amount proportionately attributable to the additional delivery if he has no interest in the additional delivery and informs Coop Systems of this within the time limits applicable to the notice of defect in accordance with § 377 HGB. However, the Customer shall then be obliged to return the excess goods to Coop Systems upon request. Excess or short deliveries shall not entitle the Customer to refuse acceptance or to withdraw from the contract.

## 7. Acceptance

1. Unless otherwise agreed, the customer undertakes to take delivery of the blanket order quantity agreed in a blanket order within eighteen months of submission of the blanket order.
2. If the acceptance of the goods or the shipment is delayed for a reason for which the customer is responsible, if the customer does not issue a shipping order by the end of the delivery period or the blanket order period, or if the customer culpably fails to comply with a contractually agreed call-off obligation, Coop Systems shall be entitled, without prejudice to any other or further rights, to demand immediate payment of the purchase price after setting and expiry of a fourteen-day grace period, or to withdraw from the contract, or to reject performance and demand damages instead of the entire performance, at its discretion.
3. If the shipment or acceptance of the goods is delayed at the request of the Customer or for reasons for which the Customer is responsible, Coop Systems shall be entitled, starting from the time from which the goods should have been shipped or the Customer should have accepted the goods, to store the goods at the sole risk of the Customer and to charge the Customer for the storage, holding and financing costs caused thereby.
4. In addition, Coop Systems shall be entitled to dispose otherwise of the goods which are the subject matter of the contract after expiry of the deadline and to supply the customer again within a reasonable period of time.

## 8. Delivery periods and delivery dates

1. Compliance with the delivery periods and delivery dates of Coop Systems requires the timely and proper fulfillment of the obligations of the customer. This includes the clarification of all order-relevant and technical questions as well as the release of samples. Furthermore, the customer shall provide Coop Systems with all documents and data that may be required for the fulfillment of the contract as well as materials to be provided by the customer in due time or on the agreed delivery date

and in an appropriate form. Delivery deadlines of Coop Systems shall only commence after clarification by Coop Systems of all questions necessary for the fulfillment of the contract (in particular all order-relevant and technical questions). The objection of non-fulfilment of the contract remains reserved.

2. The delivery dates stated by us are non-binding unless they have been expressly confirmed by us in writing as a "binding delivery date".
3. The delivery period shall be agreed individually in writing (i.e. in writing or text form) or stated by Coop Systems in writing upon acceptance of the order. Delivery periods may be agreed as binding or non-binding. If delivery periods have not been agreed or indicated upon acceptance, the delivery period shall be approximately three (3) months from the conclusion of the contract.
4. If Coop Systems is unable to meet binding delivery deadlines for reasons for which Coop Systems is not responsible (non-availability of the service), Coop Systems shall inform the Customer of this without delay and at the same time notify the Customer of the expected new delivery deadline. If the service is also not available within the new delivery period, the parties shall be entitled to withdraw from the contract in whole or in part; Coop Systems shall immediately refund any consideration already paid by the Customer. A case of non-availability of the service in this sense shall be deemed to be in particular the non-timely self-delivery by suppliers of Coop Systems, if Coop Systems has concluded a congruent covering transaction, neither Coop Systems nor its suppliers are at fault or Coop Systems is not obliged to procure in the individual case.
5. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required.
6. The rights of the customer according to para. 14 and the statutory rights of Coop Systems, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

## 9. Delivery and transfer of risk

1. Unless otherwise declared in writing by Coop Systems (in particular in the order confirmation), the delivery of the goods shall be "ex works" (EXW Incoterms® 2020).
2. At the request and expense of the Customer, the goods shall be shipped to another destination ("sale by delivery to a place other than the place of destination"). Unless otherwise agreed, Coop Systems shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself.
3. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the time the goods are handed over. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. Insofar as an 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 services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.

4. Transport packaging and all other packaging in accordance with the Packaging Ordinance shall not be taken back by Coop Systems; this does not apply to loan packaging. The customer shall be obliged to dispose of packaging in accordance with the regulations at its own expense. Upon request, the Customer shall provide Coop Systems with written proof of disposal in accordance with the regulations.

## 10. Force majeure

1. Force majeure is 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, cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the circumstances, and is also not to be accepted by the affected party due to its frequency. This includes in particular official measures, riot, war, government measures, natural disasters, pandemic, epidemic, quarantine, lockout, fire, flood, strike or any other extraordinary event which is beyond the control of a party and which makes the performance of the service unreasonable, impossible or illegal or poses a significant risk to the health or safety of the parties.
2. If Coop Systems is prevented in whole or in part from fulfilling its obligations under the contract due to force majeure or other circumstances the elimination of which cannot be economically expected of Coop Systems, these obligations shall be suspended for the duration of the force majeure or other circumstances and an appropriate start-up phase. In this case, Coop System shall have no claim to counter-performance. Coop System shall notify the customer immediately and shall use technically and economically reasonable means to ensure that the prerequisites for performance of the contract are restored. If the duration of the force majeure or other circumstances exceeds four (4) months, the customer may withdraw from the contract. Other rights of withdrawal shall remain unaffected.
3. In addition, COVID-19 pandemic-related situations that involve governmental, public health, municipal, regulatory, police or similar actions (e.g. official travel restrictions, entry or exit bans, closure of national borders for import and export or airports) or internal or intra-company measures of the parties and directly or indirectly result in the fulfillment of the obligations under the contract being wholly or partially prevented or significantly impeded and for this reason the respective party is unable to provide the service in accordance with the contract, shall be treated as force majeure.

## 11. Default of acceptance

The customer is obliged to accept the goods. If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, Coop Systems shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs).

## 12. Deviations and changes

1. The manufacturer reserves the right to make changes to the design or shape of the goods, deviations in color and changes to the scope of delivery during the delivery period, provided that the changes or deviations are reasonable for the customer, taking into account the interests of Coop Systems. Insofar as Coop Systems or the manufacturer uses signs or numbers to designate the order or the ordered goods, no rights can be derived from this alone with regard to the specification of the goods or the scope of delivery.
2. Insofar as we offer the Customer improvements to the ordered goods developed by us or solutions to problems arising at the Customer in connection with the ordered goods ("**Developments**") and the Customer accepts these improvements and/or solutions, all ownership and intellectual property rights to these Developments including the development documents (e.g. drawings and CAD data) shall remain with Coop Systems.

## 13. Defect rights of the customer

1. The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title, unless otherwise stipulated below. In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed goods to a consumer (§ 13 BGB), even if the consumer has processed them further (supplier recourse pursuant to § 478 BGB). Claims from supplier recourse are excluded if the defective goods have been further processed by the customer or another entrepreneur, e.g. by incorporation into another product.
2. The basis of Coop Systems' liability for defects is primarily the agreement reached on the quality of the goods. All product descriptions and manufacturer's specifications which are the subject of this contract or which were publicly announced by Coop Systems (in particular in catalogs or on the Coop Systems Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods.
3. Insofar as the quality has not been agreed upon, it is to be judged according to the legal regulation whether a defect exists or not (§ 434 para. 1 p. 2 and 3 BGB). However, we shall not assume any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements) to which the customer has not drawn our attention as being decisive for the purchase.
4. Coop Systems shall in principle not be liable for defects of which the customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the customer's claims for defects shall require that he has complied with his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). In the case of goods intended for installation or other further processing, an inspection must in any case take place immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, Coop Systems shall be notified thereof in writing without delay. In any case, obvious defects shall be notified in writing within five (5) working days from delivery and defects not detectable during the inspection within the same period from discovery. If the Customer fails to carry out the proper inspection and/or to give notice of defects, the

liability of Coop Systems for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

5. If the goods are defective, Coop Systems may initially choose whether Coop Systems shall provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). The right of Coop Systems to refuse subsequent performance under the statutory conditions shall remain unaffected.
6. Coop Systems shall be entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.
7. The customer shall give Coop Systems the time and opportunity required for the subsequent performance owed, in particular to provide and/or make accessible the goods complained about for inspection purposes. In the event of a replacement delivery, the Customer shall return the defective item to Coop Systems in accordance with the statutory provisions. The supplementary performance shall neither include the removal of the defective item nor the renewed installation if Coop Systems was not originally obliged to install the item.
8. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs shall be borne or reimbursed by Coop Systems in accordance with the statutory provisions if there is actually a defect. Otherwise Coop Systems may demand reimbursement from the customer of the costs incurred as a result of the unjustified request for rectification of the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the customer.
9. If the supplementary performance has failed or if a reasonable period to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the contract or reduce the purchase price for the goods complained about. In the case of an insignificant defect, however, there is no right of withdrawal.
10. Claims of the customer for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with clause 14 and are otherwise excluded.

#### **14. Liability of Coop Systems**

1. Unless otherwise stipulated in the contract, including the following provisions, Coop Systems shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
2. Coop Systems shall only be liable for damages in the event of culpable injury to life, limb or health or other damage resulting from an intentional or grossly negligent breach of duty by Coop Systems, its legal representatives and/or its vicarious agents. In the event of culpable breach of essential contractual obligations, Coop Systems shall also be liable; however, in the event of slight negligence and provided that the damage does not result from culpable injury to life, body or health, liability shall be limited to compensation for the foreseeable, typically occur-

ring damage. Material contractual obligations are those obligations which the contract has to grant according to its content and purpose as well as those obligations the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely, e.g. the obligation to deliver the purchased product.

3. The above limitations of liability shall also apply in the event of breaches of duty by the legal representatives and vicarious agents of Coop Systems.
4. The above limitations of liability shall not apply insofar as Coop Systems has fraudulently concealed the defect or has assumed a guarantee for the quality of the item.
5. The provisions of the Product Liability Act shall remain unaffected in all cases.
6. Coop Systems shall not be liable for defects which arise as a result of faulty assembly of the goods by the customer (in particular in the case of assembly which does not correspond to the state of the art or has not been carried out competently or assembly which is contrary to the assembly instructions, if provided by Coop Systems) and for which Coop Systems is not responsible. The customer must demonstrate and prove that the assembly was carried out in accordance with the state of the art and assembly instructions and in a competent manner.
7. If goods are manufactured according to drawings, construction documents, recordings, CAD data or other documents of the customer, Coop Systems shall not be liable for defects of the goods resulting from the defectiveness of such documents. This shall not apply if Coop Systems is responsible for the defect. If claims are asserted against Coop Systems by third parties due to damage caused by the defectiveness of the Customer's documents, the Customer shall indemnify Coop Systems against such third party claims, provided that the Customer is responsible for the defectiveness.

#### **15. Spare parts**

1. Coop Systems shall ensure that a supply to the Customer of replacement requirements or spare parts for the goods is possible for a period of one year after the last delivery at reasonable conditions customary in the trade. If the parties do not agree on a spare parts price within six (6) months after the last delivery, Coop Systems shall be released from its obligation to supply spare parts to the Customer.
2. Coop Systems shall also be entitled to supply spare parts comparable in type and function if Coop Systems can no longer procure the spare parts or has them in stock and Coop Systems has notified the Customer of this in advance.

#### **16. Limitation**

1. For claims arising from material defects and defects of title not covered by § 438 para. 1 no. 2 BGB and § 634a para. 1 no. 2 BGB, the limitation period shall be one year from the statutory commencement of the limitation period, e.g. from delivery (§ 438 para. 1 no. 3 BGB) or with acceptance (§ 634a para. 1 no. 1 BGB).
2. These limitation periods shall not apply to claims for damages by the customer arising from injury to life, body or health or in the event of intentional or grossly negligent breaches of duty

by Coop Systems or its legal representatives or its vicarious agents or in the event of fraudulent intent. These claims as well as claims under the Product Liability Act shall become time-barred exclusively in accordance with the statutory provisions.

## 17. Retention of title

1. The ownership of the goods shall remain with Coop Systems until full payment of all current and future claims of Coop Systems arising from the purchase contract and an ongoing business relationship ("**secured claims**"). Should the Customer's cooperation be required for the retention of title of the goods, the Customer undertakes to undertake all necessary actions required for the retention of title (i.e. in particular to undertake acts of cooperation; to provide documents and records in a suitable form).
2. The customer is obligated to treat the goods with care; in particular, he is obligated to sufficiently insure them at replacement value against destruction, damage, lightning, fire, water and theft risk at his own expense. If maintenance and inspection work is required, the customer must carry this out in good time at its own expense.
3. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. In the event of seizure of the goods subject to retention of title by third parties or other interventions by third parties, the Customer must inform the third party of the ownership of Coop Systems and notify Coop Systems immediately in writing so that Coop Systems can enforce its ownership rights. If the third party is not in a position to reimburse Coop Systems for the judicial and/or extrajudicial costs incurred by Coop Systems in this connection, the Customer shall be liable for these.
4. In case of breach of contract by the Customer, in particular in case of non-payment of the purchase price due, Coop Systems shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; Coop Systems shall rather be entitled to demand only the return of the goods and to reserve the right of withdrawal. If the Customer does not pay the due price, Coop Systems may only assert these rights if Coop Systems has previously set the Customer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.
5. Until revoked, the customer shall be entitled to resell the goods subject to retention of title in the ordinary course of business. The customer already now assigns to Coop Systems the claims against his customers or third parties arising from the resale of the goods in total or in the amount of any co-ownership share of Coop Systems (in particular in the case of processing). Coop Systems accepts the assignment. The customer shall remain authorized to collect the assigned claims until revoked even after the assignment. The authority of Coop Systems to collect the assigned claims itself shall remain unaffected. Coop Systems undertakes not to collect the claims itself as long as the customer meets his payment obligations in accordance with the contract, there is no deficiency in his ability to pay, and Coop Systems does not terminate the retention of

title by exercising a right in accordance with item . 17.4 shall be asserted. If one of the latter circumstances has occurred, the Customer shall, at the request of Coop Systems, provide Coop Systems with all information necessary for the collection of the assigned claim and hand over the relevant documents as well as inform the debtors concerned (third parties) of the assignment. In addition, Coop Systems shall be entitled in such cases to revoke the Customer's authority to resell the goods subject to retention of title. The rights set forth in clause 17.3 shall also apply with regard to the assigned claims.

6. In the event that the realizable value of the securities of Coop Systems exceeds the claims to be secured by more than 20%, Coop Systems shall be obliged to release the securities to which Coop Systems is entitled to this extent at the request of the customer. The selection of the securities to be released shall be incumbent upon Coop Systems.
7. Until revoked, the customer shall be entitled to process the goods subject to retention of title in the ordinary course of business. The retention of title shall extend to the products resulting from the processing, mixing or combination of the goods of Coop Systems at their full value. Processing, mixing or combining by the customer shall always be carried out for Coop Systems. Coop Systems shall be deemed to be the manufacturer. If in the case of processing, mixing or combining with goods of third parties their right of ownership remains, Coop Systems shall acquire co-ownership of the new item in proportion to the invoice values of the processed, mixed or combined goods (final invoice amount, including VAT). If the goods subject to retention of title are mixed in such a way that the Customer's goods are to be regarded as the main item, it shall be deemed agreed that the Customer shall transfer co-ownership to Coop Systems on a pro rata basis. The customer shall keep the sole ownership or co-ownership thus created for Coop Systems. In all other respects the same shall apply to the resulting product as to the goods delivered under retention of title. In the event that the Customer fails to meet his payment obligations in accordance with the contract, or if there is a deficiency in his ability to perform and/or if Coop Systems exercises the reservation of title by exercising a right in accordance with section 17.4 Coop Systems shall be entitled to revoke the Customer's authorization to process, mix and combine the goods subject to retention of title.

## 18. Tools

1. Coop Systems retains title and copyright to all of its tools, parts, molds, fixtures, test assemblies, machines and equipment (collectively, "**Tools**").
2. For the production of the goods it may be necessary that tools are required which have to be planned and manufactured according to specific specifications of the customer ("**special tools**"). If the customer orders the planning and production of such special tools, the special tools shall be planned and produced by Coop Systems or by a third party commissioned by Coop Systems according to the specifications of the customer. Coop Systems reserves the property rights and copyrights to the manufactured special tools including the planning documents prepared for their manufacture. As long as the customer meets his payment and acceptance obligations, the planning documents and special tools shall be used by Coop Systems or by the third party commissioned by Coop Systems exclusively

for the manufacture of the goods ordered by the customer. Coop Systems or a third party commissioned by Coop Systems shall store and maintain the special tools at the expense of the Customer. After the last delivery to the customer, Coop Systems or a third party commissioned by Coop Systems shall store the special tools for a period of one year for the manufacture of further goods ordered by the customer. After the expiry of the aforementioned period, the parties shall agree whether the special tools shall be stored or destroyed or disposed of at the expense of the customer.

3. If costs for special tools are shown in offers of Coop Systems, these only include the costs for the planning and production of the special tools. The indication of costs for special tools does not constitute an offer by Coop Systems to conclude a contract for the purchase or delivery of the special tools or for the transfer of ownership of the special tools to the customer. Special tools including the planning documents prepared for their manufacture shall remain the exclusive property of Coop Systems. The customer cannot demand the surrender of special tools or planning documents. Something different shall apply if the parties have expressly agreed on the transfer of ownership of the special tools and/or planning documents.
4. If the parties agree on the surrender of the special tools to the Customer, the Customer shall bear all costs associated with the surrender, relocation and delivery of the special tools (this includes in particular packaging, insurance and shipping costs, costs of delivery from the production site of a third party commissioned by Coop Systems to the Customer, etc.).
5. The customer shall bear the costs for the production of the special tools ("**special tool remuneration**"). 50% of the special tool remuneration shall be due for payment without deduction of any discount when the customer commissions the manufacture of the special tools and the other 50% when the customer releases the production samples. Payment agreements deviating from this, which may have been agreed with the customer, shall not affect the above provision, unless this agreement also expressly regulates a deviation of the payment agreement with regard to the remuneration for the special tool.
6. In view of the different legal situation in different countries, the parties reserve the right to conclude a deviating agreement on the ownership or the right of possession of tools and special tools.

## 19. Third party tools

1. If the Customer is the owner of the tools (e.g. tools, molds, devices, test setups, machines and equipment) and/or special tools and if the Customer has provided Coop System with the tools for the production of the ordered goods and/or if the Customer has provided Coop System with tools of third parties, Coop Systems shall have the right to refuse to surrender the tools and/or special tools until the Customer has fulfilled its obligations owed under the contract.
2. Coop Systems as well as third parties commissioned by Coop Systems shall be entitled to exclusive use of the tools and/or special tools until the Customer has accepted a minimum number of units agreed between the parties and/or a period of time agreed between the parties has expired. Coop Systems shall mark the tools and special tools of the Customer as third party property and insure them at the Customer's request and

expense. If Coop Systems is obliged to surrender the special tools and the associated transfer of its know-how, Coop Systems shall have a claim against the Customer for reasonable compensation. If the parties cannot agree on such compensation, Coop Systems may refuse to surrender the special tools until the parties have agreed on an appropriate compensation.

3. If the customer is the owner of the tools and/or special tools and has provided Coop System with these for the manufacture of the ordered goods and/or if the customer has provided Coop System with tools of third parties, Coop Systems shall keep these for the customer. The liability of Coop System for the safekeeping shall be limited to that care which Coop Systems is accustomed to apply in its own affairs. Costs for maintenance and insurance of the tools and/or special tools provided by the customer shall be borne by the customer.
4. The custody obligation of Coop Systems shall expire if after completion of the order (e.g. delivery of the goods) and request of the customer by Coop Systems to collect the tools and/or special tools, the customer does not comply with this request within ten (10) working days. After expiry of this period Coop System shall be entitled to return the tools and/or special tools to Customer at Customer's expense.

## 20. Confidentiality

1. Customer shall not disclose to Coop Systems confidential documents, samples, drawings, sketches, tools, business intentions, personal data, problems, data (CAD data, tables, material data, etc.) and/or problem solutions and other know-how, irrespective of their content.) and/or problem solutions and other know-how, irrespective of their content, as well as information obtained visually by inspecting plants/equipment, as well as the content of this contract itself and other documents (together "**confidential information of Coop Systems**"), which have been handed over to him or have become known to him on the occasion of the cooperation, to third parties during the term of the contract and after its termination, or make them accessible to third parties in any other way, disclose them, reproduce them or use them without authorization for his own business purposes. This shall apply accordingly to the conclusion and content of the contract. The customer shall also impose this obligation on its employees, insofar as they require confidential information for the performance of their duties.
2. The Customer shall likewise use technical information, intentions, experience, knowledge or designs which become accessible or disclosed to it in a confidential manner within the framework of the contractual cooperation only within the framework of the cooperation for the contractual purposes and shall treat them confidentially during the term of the contract and after its termination and shall not make them accessible to any third party.
3. The customer is obliged to implement appropriate confidentiality measures, i.e. in particular to comply with the measures specified by Coop Systems for the protection of confidential information and to take appropriate precautions to prevent unauthorized persons from gaining access to the confidential information.
4. This confidentiality obligation does not apply to confidential information that is demonstrably

- were already known to the customer outside the contractual relationship;
  - have been lawfully disclosed by third parties;
  - are or become publicly accessible; or
  - be released by Coop Systems.
5. The confidentiality obligation for confidential information ends five (5) years after delivery.
  6. The customer is not entitled to use the name, brand, logo or corporate design of Coop Systems for advertising purposes.
  7. The culpable breach of the above confidentiality obligations by the customer constitutes a breach of a material contractual obligation and entitles Coop Systems to demand a contractual penalty from the customer, which shall be at the discretion of Coop Systems and shall be commensurate with the culpable breach of obligation. The minimum amount of the contractual penalty shall be EUR 10,000.00. The Customer shall be entitled to have the amount of the contractual penalty reviewed by the court having jurisdiction under the contract. If the court comes to the conclusion that the contractual penalty is unreasonable, the competent court shall be entitled to reduce the penalty or, if necessary, to increase it. The plea of continuation of the infringement shall be excluded for infringements committed intentionally. The assertion of further claims for damages and for injunctive relief against future unlawful conduct shall remain unaffected.
  8. The customer is aware that the intentional breach of the above confidentiality obligation will have legal consequences under criminal law in addition to civil law. In the event of a deliberate breach of the above confidentiality obligation, Coop Systems therefore expressly reserves the right to take criminal action.

## 21. Changed circumstances at the customer

1. If the financial circumstances (liquidity) of the Customer deteriorate significantly (e.g. in the event of dishonor of a check or bill of exchange as well as in the event of an application for the opening of insolvency or composition proceedings against the assets of the Customer), if the Customer disposes of the goods subject to retention of title outside the ordinary course of business, or if the Customer dissolves his company, Coop Systems shall be entitled to declare all claims due immediately, to repurchase bills of exchange at the expense of the Customer and/or to continue to deliver only against advance payment or the provision of a security.
2. In the event of cessation of payments or over-indebtedness of the Customer or in the event of an application for insolvency or composition proceedings against the Customer's assets, Coop Systems shall be entitled, at its discretion, either to assert the aforementioned rights or to withdraw from the contract in accordance with the statutory provisions.

## 22. Assignment of claims

The customer may transfer or assign the rights and/or obligations arising from the contract to a third party only with the prior written consent of Coop Systems.

## 23. Privacy

Coop Systems is entitled to process all data about the customer that is required for the purpose of executing the contract in

compliance with the applicable data protection regulations. Further information on data protection can be found [here](#).

## 24. Jurisdiction and place of performance

1. If the customer is a merchant, a legal entity under public law or a special fund under public law, the court at the registered office of Coop Systems shall be responsible for all disputes between the customer and Coop Systems arising directly or indirectly from the contractual relationship. The same shall apply if the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, Coop Systems shall also be entitled in all cases to bring an action at the place of performance of the obligations according to the contract or a prior individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
2. The place of performance for all obligations arising from the contractual relationship shall be the registered office of Coop Systems, unless otherwise agreed (e.g. in the order confirmation).

## 25. Applicable law

The contractual relationship between Coop Systems and the customer shall be governed by the laws of the Federal Republic of Germany. The applicability of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, is excluded.

## 26. Amendment of the GCS

1. It may be necessary for Coop Systems to amend or supplement these GCS. Coop Systems therefore reserves the right to amend these GCS for the future, insofar as the amendments or supplements appear necessary and are reasonable for the Customer. Coop Systems shall notify the Customer of any amendments and supplements in text form (e.g. by e-mail) at least six (6) weeks before they are scheduled to take effect. Any amendments and supplements to the GCS shall be deemed approved if the Customer does not object to them in text form within six (6) weeks after receipt of the notification of the amendments and/or supplements. In the notification, Coop Systems shall specifically inform the Customer of his right to object and of the consequences.
2. Correction of obvious spelling or calculation errors does not constitute a change to the GCS and is possible at any time without notifying the customer.

## 27. Severability clause

Should individual provisions of the GCS be or become invalid or unenforceable in whole or in part, this shall not affect the remaining provisions of the GCS. If dispositive law is not available, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that achieves the intended purpose of the contract in a legally permissible manner. The same shall apply to loopholes in this contract.