

GENERAL TERMS OF DELIVERY

of

NEURA Robotics GmbH
Gutenbergstraße 44,
72555 Metzingen
(hereinafter referred to as „NEURA“)

Applicable in business transactions with buyers provided that they are entrepreneurs.

The delivered goods, products and systems are hereinafter referred to as "Products".

1. Scope, Form

- (1) These General Terms of Delivery (hereinafter referred to as "**GTD**") shall apply to all contracts between Neura Robotics GmbH (hereinafter referred to as "**NEURA**") and Buyers (NEURA and the Buyer hereinafter each individually also a "**Party**" and jointly the "**Parties**"). These GTD shall only apply if the Buyer is an entrepreneur (§ 14 German Civil Code, hereinafter "**BGB**"), a legal entity under public law or a special fund under public law.
- (2) These GTD shall apply in particular to contracts for the sale and/or delivery of movable goods and systems (hereinafter "**Products**") - irrespective of whether NEURA manufactures the Products itself or purchases them from suppliers (§§ 433, 650 BGB).
- (3) Deliveries of the Products by NEURA shall be exclusively subject to these GTD. Any terms and conditions conflicting with or deviating from these GTD shall not apply unless NEURA has expressly agreed to their application. The following terms and conditions shall also apply if NEURA carries out the delivery to the Buyer without reservation in the knowledge that the Buyer's terms and conditions are contrary to or deviate from these GTD.
- (4) Individual agreements concluded between the Parties in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTD. Subject to proof to the contrary, the content of such agreements shall be governed by a contract between the Parties or by NEURA's confirmation in writing or text form (e.g. letter or e-mail).
- (5) Legally relevant declarations and notifications by the Buyer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) shall be made in writing or text form (e.g. letter or e-mail). Legal formal requirements and further evidence, in particular in case of doubt about the legitimacy of the Party making a declaration, remain unaffected.
- (6) Unless otherwise agreed, these GTD shall apply in the version valid at the time of the Buyer's order, in any case in the version last communicated to the Buyer in text form, as a framework agreement also for similar future contracts, without NEURA having to refer to the validity of these GTD again in each individual case.
- (7) References to the applicability of statutory provisions shall only be of a clarifying nature. Therefore, even without such clarification, the statutory provisions shall apply, unless they are directly amended or expressly excluded in these GTD.

2. Conclusion of Contract

- (1) Offers made by NEURA shall always be subject to change and non-binding, unless otherwise indicated. This shall also apply if NEURA has provided the Buyer - also in electronic form - with catalogs, technical documentation, such as drawings, plans, calculations, references to DIN standards, other Product descriptions or documents.
- (2) The order of Products by the Buyer shall be deemed a binding offer of the Buyer to enter into a contract. Unless otherwise stated in the order, NEURA shall be entitled to accept the Buyer's offer within five (5) business days after receipt of the order ("**business days**" in the sense of these GTD shall be all days from Monday to Friday with the exception of public holidays at NEURA's registered office). NEURA shall normally accept the Buyer's offer either by confirming the order (e.g. by letter or e-mail) or by delivering the ordered Products. NEURA's order confirmation shall constitute a binding acceptance, unless NEURA declares otherwise in the order confirmation.
- (3) If NEURA has explicitly sent a binding offer to the Buyer in a particular case, the Buyer shall be entitled to accept NEURA's offer within five (5) business days after receipt of the offer.
- (4) The subject of the contract are the Products listed in the order confirmation.
- (5) After confirmation of the order by NEURA, Buyer's desired changes and amendments to the agreement (if any) are admissible only upon a separate agreement between the Parties.

3. Prices, Payment Terms

- (1) Unless there is an individual agreement on prices with the Buyer, the prices for the Products shall generally result from NEURA's offer. If no prices are stated in an offer, the prices valid at the time of the Buyer's order shall apply. As a rule, the prices shall be exclusive of the statutory value added tax. A calculation of the value added tax shall only be omitted in cases in which the conditions for a tax exemption of export deliveries are met.
- (2) Prices are with conventional product packaging but without shipping, i.e. ex works NEURA (Ex Works NEURA according to Incoterms® 2020). When placing an order, the Buyer may also request shipment of the Products, special or custom packaging, such as pallets, boxes or other additional shipping services. In such case, NEURA shall on the quotation to Buyer indicate the price for (i) shipping of the Products to a delivery address (doorstep or agreed unloading location) designated by Buyer, (ii) special or custom packaging, or (iii) additional shipping services or shall notify Buyer of the price upon request. Any customs duties, fees, taxes and other public charges shall be borne by Buyer.
- (3) Unless separate payment terms exist between the Parties, 50% of the invoice amount shall be due for payment within a period of 14 calendar days after receipt of the invoice. The remaining 50% of the invoice amount shall be due for payment within 14 calendar days after delivery of the Products. Payments shall be made to the account specified in the invoice from NEURA.
- (4) If the Buyer fails to meet its payment obligations, fails to do so properly or fails to do so on time, or if circumstances become known which make the creditworthiness of the Buyer appear doubtful, NEURA shall be entitled to declare all outstanding payments of the Buyer immediately due for payment. The same shall apply if the Buyer's business is no longer conducted in an orderly manner, in particular if an attachment is levied against the Buyer or if insolvency proceedings are filed against the Buyer.
- (5) The Buyer shall only be entitled to rights for set-off or retention to the extent that its claim has been legally binding established or is undisputed. This shall not apply to the Buyer's rights of retention based on counterclaims of the Buyer arising from the same contractual relationship. In the event of defects in the delivery, the Buyer's counter rights shall remain unaffected, in particular in accordance with Section 9 of these GTD.
- (6) If, after the conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that NEURA's claim for payment is jeopardized by the Buyer's inability to perform, NEURA shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to rescind the contract. In the case of contracts for the production of individually made items (customized Products), NEURA may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a time limit shall remain unaffected.
- (7) Replacement part deliveries and the return of repaired Products shall be made, insofar as these are not effected within the scope of a subsequent performance obligation on the part of NEURA, against the charging of a reasonable flat-rate shipping and packaging fee plus reasonable compensation for the service rendered by NEURA.

4. Delivery, Transfer of Risk, Acceptance, Default of Acceptance

- (1) Delivery of the Products shall be made ex warehouse of NEURA (Ex Works NEURA pursuant to Incoterms® 2020), which shall also be the place of performance (Section 269(1) of the German Civil Code) for the delivery and any subsequent performance. Upon Buyer's request and at Buyer's expense, NEURA shall ship the Products to another destination (sale by delivery to a place other than the place of performance, see clause 3(2)). Unless otherwise agreed, NEURA itself shall be entitled to determine the mode of shipment (in particular carrier, shipping route and packaging). The Buyer shall be responsible for taking out transport insurance at its own expense.
- (2) NEURA shall be entitled to make partial deliveries, provided that the Buyer is not unreasonably disadvantaged thereby. NEURA shall bear any additional shipping costs caused by partial deliveries.
- (3) The risk of accidental loss and accidental deterioration of the Products shall pass to the Buyer upon handover at the latest. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the Products as well as the risk of delay shall pass to the Buyer upon delivery of the Products to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. Also in all other respects, the statutory provisions of the law on contracts for work shall apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the Buyer is in default of acceptance.
- (4) If the Buyer is in default of acceptance, fails to perform a required act of cooperation, or if the delivery of the Products is delayed for other reasons for which the Buyer is responsible, NEURA shall be entitled to claim compensation from the Buyer for the resulting damage (e.g. storage costs). For each commenced week of delay NEURA shall be entitled to claim from the Buyer a lump-sum compensation in the amount of 0.5% of the invoice amount (net) of the Products which the Buyer is in default of accepting. The compensation shall be limited to a total of 5% of the invoice amount regarding the Products of which the Buyer is delayed with the acceptance. NEURA's claims for damages against the Buyer exceeding the liquidated damages and NEURA's further statutory claims (in particular reimbursement of additional expenses, reasonable compensation, rescission) shall remain unaffected; the liquidated damages shall be credited against NEURA's claims for damages exceeding the liquidated damages. The Buyer shall be entitled to prove that NEURA has not suffered any damage at all or that the damage suffered is substantially less than the lump-sum compensation to be paid as liquidated damage.

5. Delivery Dates, Delay in Delivery

- (1) Delivery dates and deadlines promised by NEURA (together "Delivery Period") shall always be approximate only and shall be non-binding for NEURA as an estimated delivery period, unless a fixed period or date has been expressly promised or agreed upon. Unless a binding delivery time has been agreed, the delivery period shall be a maximum of 25 weeks from the date of the order confirmation ("general delivery period").

- (2) Compliance with a bindingly agreed delivery time or the general delivery period shall be subject to the fulfillment of the obligations to cooperate, in particular the timely receipt of all provisions, documents, approvals, examinations, releases to be provided by Buyer and compliance with the agreed terms of payment by Buyer. NEURA may - without prejudice to its rights arising from default of the Buyer - demand from the Buyer an extension or postponement of the agreed delivery time or the general delivery period, as the case may be, by the period during which the Buyer fails to comply with its contractual obligations towards NEURA.
- (3) If NEURA is unable to meet a binding delivery time or the general delivery period for reasons for which NEURA is not responsible (non-availability of the Products), NEURA shall inform the Buyer thereof without undue delay and at the same time inform the Buyer of the expected new delivery time. If the Product is still not available within the new delivery time, NEURA shall be entitled to withdraw from the contract in whole or in part; NEURA shall immediately reimburse the Buyer for any consideration already paid by the Buyer. A case of non-availability of the Products in this sense shall in particular be (i) the failure of NEURA's suppliers to deliver the Products to NEURA in due time, if NEURA has entered into a congruent cover transaction, or (ii) if neither NEURA nor its suppliers are at fault.
- (4) NEURA shall not be liable for impossibility of delivery or for delays if and to the extent caused by Force Majeure. "Force Majeure" shall mean any event beyond the control of NEURA, which could not be foreseen at the time of the conclusion of the contract, in particular operational disruptions of any kind, difficulties in obtaining materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures or pandemics and epidemics. If such events make it substantially more difficult or impossible for NEURA to render the contractual performance and if the impediment is not only of temporary duration, NEURA shall be entitled to withdraw from the contract. In the event of interferences of temporary duration, the delivery dates and delivery periods shall be extended or postponed by the period of the interference plus a reasonable start-up period.
- (5) If NEURA is in default with the delivery, the Buyer shall, at NEURA's request, declare within a reasonable period of time whether it insists on the delivery or asserts its other statutory rights. In the event of a delay in delivery, the Buyer may rescind the contract within the scope of the statutory provisions only to the extent that NEURA is responsible for such delay.
- (6) The rights of the Buyer pursuant to Sections 9 and 12 of these GTD and the statutory rights of NEURA, in particular in case of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

6. Return Shipments

The Buyer may not return any Products to NEURA unless NEURA has expressly agreed to the return. The foregoing provision shall not apply to the extent that the Buyer has validly rescinded the contract (§§ 323 et seq. BGB) or the return is legitimately made in the context of subsequent performance (§ 439 BGB).

7. Retention of Title

- (1) NEURA shall retain title to the delivered Products (reserved goods) until all claims arising from the business relationship with the Buyer, including all current account balance claims, to which NEURA is entitled and which may still arise, have been satisfied in full.
- (2) If the Buyer acts in breach of the contract - in particular if the Buyer is in default with the payment of a r payment claim - NEURA shall have the right to withdraw from the contract after NEURA has set a reasonable deadline for performance. The transport costs incurred for taking back the goods shall be borne by the Buyer. If NEURA takes back the reserved goods, this shall not in itself constitute a rescission of the contract; NEURA shall rather be entitled to demand only the return of the reserved goods and to reserve the right to rescind the contract. NEURA shall be entitled to dispose of any goods subject to retention of title taken back by NEURA. The proceeds of the realization shall be set off against the amounts owed by the Buyer to NEURA after NEURA has deducted a reasonable amount for the costs of the realization.
- (3) The Buyer shall treat the reserved goods with care. He shall sufficiently insure them at his own expense against fire, water and theft at replacement value. Insofar as maintenance and inspection work is required on the goods subject to retention of title, the Buyer must carry this out in good time at its own expense.
- (4) The Buyer is entitled to use the reserved goods and to resell them in the ordinary course of business as long as it is not in default of payment. However, the Buyer may not pledge the reserved goods or assign them by way of security. The Buyer hereby assigns to NEURA in full, by way of security, the Buyer's claims for payment against its customers arising from a resale of the reserved goods as well as the Buyer's claims with respect to the reserved goods arising from any other legal reason against its customers or third parties (in particular claims in tort and claims for insurance benefits), including all current account balance claims. NEURA accepts this assignment.
- (5) The Buyer may collect the claims assigned to NEURA for its account in its own name on behalf of NEURA as long as NEURA does not revoke this authorization. NEURA's right to collect such claims itself shall not be affected thereby; however, NEURA shall not assert the claims itself and shall not revoke the authorization to collect as long as the Buyer duly meets its payment obligations towards NEURA. However, if the Buyer acts in breach of contract - in particular if the Buyer is in default of payment of a claim for payment by NEURA - NEURA may require the Buyer to notify NEURA of the assigned claims and the respective debtors, to notify the respective debtors of the assignment and to hand over to NEURA all documents as well as to provide all information required by NEURA for the assertion of the claims.
- (6) Any processing or transformation of the reserved goods by the Buyer shall always be carried out for NEURA. If the goods subject to retention of title are processed with other items not belonging to NEURA, NEURA shall acquire co-ownership in the new item in proportion of the value of the goods subject to retention of title (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the new item created by processing as to the goods subject to retention of title.
- (7) If the reserved goods are inseparably combined or mixed with other items not belonging to NEURA, NEURA shall acquire co-ownership of the new item in proportion of the value of the reserved goods (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the Buyer's item is to be regarded as the main item, the Parties agree already now that the Buyer shall transfer co-ownership of such item to NEURA on a pro rata basis. NEURA accepts this transfer. The Buyer shall keep the sole ownership or co-ownership of an item thus created in safe custody for NEURA.
- (8) In case of seizure of the reserved goods by third parties or in case of other interventions by third parties, the Buyer shall point out NEURA's ownership and shall immediately notify NEURA in writing so that NEURA can enforce its ownership rights. If the third party is not able to reimburse NEURA for the judicial or extrajudicial costs incurred in this connection, the Buyer shall be liable for such costs.
- (9) If the Buyer requests so, NEURA shall be obliged to release the securities to which NEURA is entitled to the extent that their realizable value exceeds the value of NEURA's outstanding claims against the Buyer by more than 10%. NEURA shall be entitled to select the securities to be released.

8. Customer Data of the Buyer

- (1) All data protection requirements, in particular the provisions of the German Telemedia Act, the EU General Data Protection Regulation and the German Federal Data Protection Act, are observed by NEURA.
- (2) Personal data of Buyer's customers are stored in principle only for the processing and handling of the specific order, are on our own or on servers for which the law of the Federal Republic of Germany is applicable. Paragraph (3) is to be applied. The Buyer gives its consent that the data can be passed on to the respective, local distributor for the purpose of shipment. The Buyer has the possibility to revoke the consent given with the conclusion of the order for the storage of its personal data in writing or in text form for the future. NEURA will, among other things, for reasons of traceability and for the purpose of fulfilling warranty and other claims, store the personal data of the Buyer's customers within the scope of the statutory provisions and subsequently delete them.
- (3) The Buyer as well as the relevant customer of the Buyer to whom the delivery is made directly, if applicable, may give their consent that their data may be entered in NEURA's CRM/ERP system for advertising purposes. The Buyer as well as the relevant customer have the choice whether to give or refuse consent. This consent can also be revoked at any time for the future. In case of disagreement, the customer's opinion is legally binding for NEURA.

9. Warranty Rights of the Buyer

- (1) NEURA warrants that the Products have the agreed quality and are suitable for the use provided for in the Agreement. Unless expressly agreed, NEURA does not warrant that the Products are suitable for the Buyer's intended use. All descriptions of the Products as well as manufacturer's specifications which are the subject matter of the agreement with the Buyer or which NEURA has made public at the time of the conclusion of the agreement (in particular on NEURA's website or in product catalogs) shall be deemed to be an agreement on the quality. If the Parties have not agreed on the quality, the assessment as to whether a defect exists shall be based on the statutory provisions.
- (2) In the following cases there is no material defect:
 - a. Natural wear and tear;
 - b. Defects of / damage to the Products that occur after the transfer of risk as a result of improper handling, storage or installation, non-compliance with installation and handling instructions or excessive stress or use;
 - c. Conditions of the Products or damage caused by Force Majeure, special external influences not assumed under the contract, or due to the use of the Products outside the use assumed or customary under the contract;
 - d. non-reproducible software errors;

Claims for material defects do not exist if the Products are modified by the Buyer or third parties, unless the defect is not causally related to the modification.

- (3) NEURA shall only be liable for the provision or updating of digital content for Products with digital elements or other digital content if this is expressly stipulated in the agreement between the Parties regarding the quality. NEURA shall not be liable in this respect for public statements of third parties.
- (4) NEURA shall not be liable for defects of which the Buyer is aware at the time of conclusion of the contract. If a defect has remained unknown to the Buyer due to gross negligence, the Buyer shall only be entitled to assert claims for defects against NEURA, if NEURA has fraudulently concealed the defect or has assumed a warranty for the quality of the Products.
- (5) The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title, unless otherwise stipulated below. The special statutory provisions on reimbursement of expenses in the case of final delivery of newly manufactured products to a consumer (supplier recourse, §§ 478 BGB, 445a, 445b / §§ 445c, 327 para. 5, 327u BGB) shall remain unaffected in any case.
- (6) If a Product is defective, NEURA shall, at its option, provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). NEURA's right to refuse subsequent performance under the statutory conditions shall remain unaffected. The Buyer may reject the type of supplementary performance chosen by NEURA if it is unreasonable for the Buyer.
- (7) NEURA may make the subsequent performance owed conditional upon the Buyer paying the purchase price due. However, the Buyer may withhold a reasonable part of the price in relation to the defect.
- (8) The Buyer may not refuse to accept deliveries due to insignificant defects.
- (9) The Buyer shall give NEURA the time and opportunity required for the subsequent performance owed. The Buyer shall hand over the defective Product to NEURA for inspection purposes. If NEURA provides subsequent performance by means of a replacement delivery, NEURA shall be entitled to demand the return of the defective Product from the Buyer in accordance with the statutory provisions. However, the Buyer shall have no claim for return against NEURA.
- (10) Unless NEURA was originally obligated to install, attach or fit the Product, subsequent performance shall not include (i) removal, dismantling or disassembly of the defective Product, and (ii) installation, attachment or fitting of the non-defective Product. Any claims of Buyer for reimbursement of corresponding removal and installation costs shall remain unaffected.
- (11) NEURA shall reimburse the Buyer in accordance with the statutory provisions for expenses incurred for inspection and subsequent performance (in particular transport, travel, labor and material costs) if a defect actually exists. The Buyer shall reimburse NEURA for any costs incurred due to unjustified requests of the Buyer to remedy defects (in particular inspection and transport costs), if the Buyer was aware of the lack of defectiveness or was unaware of it due to gross negligence.
- (12) In urgent cases, in particular to avoid disproportionate costs or to prevent safety risks, the Buyer may remedy a defect itself (self-execution) and demand reimbursement from NEURA of the objectively necessary costs thereof. The Buyer shall inform NEURA about any self-performance without undue delay, if possible before the self-performance. If NEURA would be entitled to refuse subsequent performance in accordance with the statutory provisions, the Buyer shall not be entitled to compensation for the costs incurred by NEURA due to self-performance.
- (13) Even in the case of defects, claims of the Buyer for damages or reimbursement of futile expenses shall only exist in accordance with Clause 12 and shall otherwise be excluded. The Buyer may not withdraw from the contract due to an insignificant defect.

10. Inspection of Incoming Goods, Complaints and Notices of Defects

- (1) The Buyer's claims for defects in the case of defective Products shall be subject to the condition that the Buyer has complied with its statutory obligations to inspect the Products and to give notice of defects (§§ 377, 381 HGB). In the case of Products intended for installation or further processing, an inspection must in any case take place immediately before installation or further processing.
- (2) Within the scope of the incoming inspection, the Buyer shall at least be obliged to immediately subject the delivered Product to a basic function test. The corresponding documentation shall be submitted to NEURA upon request.
- (3) If a defect becomes apparent upon delivery, inspection or at any later time, the Buyer shall immediately notify NEURA of the defect in writing or in text form. Obvious defects shall in any case be notified in writing or in text form within three (3) working days from delivery; defects not detectable upon inspection shall be notified in writing or in text form within the same period from their discovery. The date of receipt of the notification by NEURA shall be decisive in each case.
- (4) Package labels, content labels and control slips enclosed with the shipment are to be sent in with the complaint.
- (5) If a notice of defect is unjustified, NEURA shall be entitled to claim compensation from the Buyer for the expenses incurred, unless the Buyer proves that it is not at fault with regard to the unjustified notice of defect.
- (6) NEURA's liability shall be excluded in accordance with the statutory provisions for defects not reported or not reported in time or not reported properly, if the Buyer has failed to inspect and/or report the defect in due time and properly. This shall also apply in the case of Products intended for installation, attachment or installation if the defect becomes apparent only after installation or further processing as a result of a breach of the statutory obligations to inspect and give notice of defects; in this case, in particular, the Buyer shall have no claims for reimbursement of the corresponding costs of removal and installation.

11. Rights of Use, Property Rights and Copyrights

- (1) If the Parties agree that NEURA delivers a standard software with the Product, the Buyer shall receive a non-exclusive, locally unrestricted right to use the same for the duration of the use of the Product. The Buyer shall be entitled to sublicense the same to its customers to the extent set forth above.
- (2) The intellectual property rights in the Products shall remain entirely with NEURA and nothing in these GTD shall be construed as conferring any rights on Buyer other than the right to advertise, distribute and sell the Products.
- (3) The Buyer shall notify NEURA without delay of any claims asserted against it for infringement of industrial property rights or copyrights and shall support NEURA in the defense against the claims upon request.
- (4) NEURA shall not be liable for claims arising from the infringement of industrial property rights or copyrights of third parties (hereinafter: "Property Rights") if the Property Right is or was owned by the Buyer or by a company in which the Buyer directly or indirectly holds a majority of the capital or voting rights.
- (5) NEURA shall not be liable for claims arising from the infringement of Property Rights, provided that the relevant Property Right from the family of Property Rights has been published at the European Patent Office or, insofar as this has not yet taken place, publication has taken place at the German Patent and Trademark Office and the application has been filed at the European Patent Office. The same shall apply to the trademark.
- (6) If it turns out that NEURA is not entitled to grant the agreed right of use or that a Product infringes third party Property Rights, NEURA shall, at its own expense and at its own choice, either procure the required right of use for the Buyer or modify the Product in such a way that it no longer infringes third party Property Rights but continues to comply with the contractual agreement. If NEURA is not in a position to grant the required right of use or to modify the Product accordingly, NEURA shall be entitled to rescind the contract. NEURA reserves the right to take the measures available under this paragraph (5) sentence 1 even if the infringement of copyright or Property Right has not yet been legally established or acknowledged by NEURA.
- (7) In the event of infringement of rights by Products of other manufacturers supplied by NEURA, NEURA shall, at its option, assert its claims against the manufacturers and upstream suppliers for the account of the Buyer or assign them to the Buyer.
- (8) Claims of the Buyer shall be excluded insofar as the Buyer is responsible for the infringement of the Property Right or the Buyer does not support NEURA to a reasonable extent in the defense against claims of third parties. Claims of the Buyer shall also be excluded if the Products have been used in accordance with the specification or the instructions of the Buyer or if the (alleged) infringement of the Property Right results from the use in combination with another item not originating from NEURA or if the Products are used in a manner which NEURA could not foresee.
- (9) NEURA's obligation to pay damages in the event of infringement of Property Rights shall otherwise be governed by Clause 12.
- (10) Further claims or claims of the Buyer other than those regulated in this Clause 11 due to the infringement of third party Property Rights shall be excluded.

12. Liability

- (1) NEURA shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions, unless otherwise provided for in these GTD including the following provisions.
- (2) NEURA shall be liable for damages - irrespective of the legal grounds - within the scope of NEURA's liability for fault in the event of intent and gross negligence.
- (3) Subject to statutory limitations of liability (e.g. diligence in own affairs; insignificant breach of duty), NEURA shall only be liable in cases of ordinary negligence for
 - a. for damages resulting from injury to life, body or health,

- b. for damages resulting from the breach of a material contractual obligation (i.e. an obligation the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the Buyer regularly relies and may rely); in this case, however, NEURA's liability shall be limited to the compensation of the foreseeable, typically occurring damage. With regard to this typical damage, NEURA's liability for damage to property and further financial losses resulting therefrom shall be limited to an amount of EUR 50,000.00 per case of damage.
- (4) The limitations of liability resulting from clause 12 (2) and (3) shall also apply to breaches of duty by or in favor of persons for whose fault NEURA is responsible under the statutory provisions. They shall not apply if NEURA has fraudulently concealed a defect or has assumed a guarantee for the quality of the contractual performance and for claims under the Product Liability Act.
- (5) The Buyer may only rescind the contract due to a breach of duty which does not consist of a defect, if NEURA is responsible for the breach of duty. In all other respects, the statutory requirements and legal consequences shall apply to a rescission of contract.
- (6) A change in the burden of proof to the detriment of the Buyer is not associated with the provisions in this Clause 12.

13. Product monitoring, Product Liability

- (1) The Buyer shall monitor the Products in the market and inform NEURA immediately of any anomalies, in particular those relevant to the safety of the Products.
- (2) If Buyer is obliged to recall Products from the market or to issue warnings in this respect due to an official order or if Buyer deems this necessary in its sole discretion and on the basis of the RAPEX Directives (2001/95/EC) or subsequent directives, the Parties shall discuss the modalities of such measures prior to their implementation. However, the Buyer shall have the final decision on any measures, and the Buyer shall provide NEURA with a detailed report if it deems measures necessary in case of a "low" (low) risk. NEURA and Buyer will negotiate an appropriate share of the recall costs in such case. The reasonableness shall be determined in good faith, taking into account the reason for the recall and the implementation of the recall.
- (3) The Buyer shall not modify the Products without NEURA's prior consent. This shall also apply with regard to their equipment and packaging as well as warning notices. If the Buyer violates this obligation, it shall be liable to NEURA in the internal relationship for product liability claims of third parties if and to the extent the damage incurred was caused by the conduct of the Buyer.

14. Limitation

- (1) For claims based on material defects and defects of title of Products, the general limitation period shall be one year from delivery or acceptance, in deviation from § 438 para. 1 no. 3 BGB and § 634a para. 1 no. 3 BGB.
- (2) If the Product is 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 limitation period shall be five (5) years from delivery in accordance with the statutory provision (Sections 438 para. 1 No. 2, 634a para. 1 No. 2 BGB). Further special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall also remain unaffected.
- (3) The limitation periods pursuant to this clause 14 shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the Products, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case.
- (4) Claims for damages by the Buyer under clause 12(2) and clause 12(3)a as well as under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.
- (5) Subsequent performance shall not cause the limitation period to recommence.

15. Export Control

- (1) The Parties are aware that the Products may be subject to export and import restrictions. In particular, there may be licensing requirements and/or the use of the Products or related technologies may be subject to restrictions abroad.
- (2) The Buyer shall comply with the applicable export and import control regulations, in particular of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. NEURA's performance of the contract shall be subject to the proviso that no obstacles based on national and international regulations of export and import law as well as no other statutory provisions prevent performance.

16. Final Provisions

- (1) These GTD as well as the contracts between the Parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods and excluding private international law.
- (2) The exclusive place of jurisdiction for all disputes arising directly or indirectly out of or in connection with the contractual relationship between the Parties shall be Metzingen; NEURA shall, however, also be entitled to bring an action at the Buyer's general place of jurisdiction. In the event that the Buyer is located outside the EU or the EEA, the above agreement on the place of jurisdiction shall be replaced by the following arbitration agreement: Accordingly, all disputes arising out of or in connection with the contractual relationship or its validity shall be finally settled in accordance with the Rules of Arbitration of the German Arbitration Institution (DIS), excluding recourse to the ordinary courts of law. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Stuttgart. The language of the proceedings shall be German.
- (3) Amendments and supplements to these GTD, including this provision, must be made in writing to be effective. This shall also apply to any amendments or supplements to this written form requirement itself.
- (4) If any provision in these GTD is or becomes void, invalid or unenforceable in whole or in part, or if a provision which is necessary in itself is not included, the validity and enforceability of all other provisions of these GTD shall not be affected. In place of the void, invalid or unenforceable provision or in order to fill the gap in the provision, a legally permissible provision shall apply which corresponds as far as possible to what the parties intended or would have agreed in accordance with the meaning and purpose of these GTD if they had recognized the invalidity or the gap in the provision. It is the express intention of the parties that this severability clause does not result in a mere reversal of the burden of proof, but that § 139 BGB is waived in its entirety.
- (5) The Buyer shall not be entitled to transfer and/or assign any rights and obligations arising from the contractual relationships binding the Parties to third parties without NEURA's prior written consent. This prohibition of assignment shall not apply to monetary claims.

As of July 2022