

## **General Terms and Conditions of Sale of Jurchen Technology GmbH**

### **11/2020**

#### **1. Application and customer base**

(1) All goods, services and offers of Jurchen Technology GmbH (hereinafter also called "JURCHEN") are made solely on the basis of these General Terms and Conditions of Sale (hereinafter also called "General Terms and Conditions of Business" or "GTCB"). These constitute an integral part of all contracts which JURCHEN concludes with its contractual partners (hereinafter also called the "Customer") in respect of the goods and services offered by JURCHEN.

(2) The GTCB also apply for all future goods, services or offers to the Customer even if they were not separately agreed.

(3) The terms and conditions of business of the Customer or third parties do not apply even if JURCHEN has not separately objected to their application in a specific case. Even if JURCHEN refers to a letter or other communication which contains the terms and conditions of business of the Customer or a third party or makes reference to such, this does not constitute agreement to the application of those terms and conditions of business. The purchaser's offers are only deemed to be accepted if we expressly state them to be so. Failure to react to such an offer does not constitute acceptance. The same also applies for commercial confirmation communications in electronic form unless reciprocal electronic transmission has been agreed for the business relationship and such communications are sent to the address expressly specified for the receipt of declarations of this nature.

(4) The JURCHEN product range is intended for entrepreneurs (*Unternehmer*) within the meaning of Section 14, Paragraph 1 of the German Civil Code (*Bürgerliches Gesetzbuch*).

#### **2. Offer and contract conclusion**

(1) All JURCHEN's offers are subject to final confirmation and are not binding in so far as they are not expressly marked as binding and include a specific period for acceptance.

(2) The conclusion of a contract comes into being through an offer and an acceptance. JURCHEN may accept orders and assignments within 14 (fourteen) days after receipt.

(3) If the Customer still has to submit documents in connection with his offer, the period for acceptance commences one week after receipt of the Customer's documents.

(4) Information about properties and performance characteristics of goods in catalogues, drawings, illustrations, dimensions, weights, technical documentation are only binding if this has been expressly agreed in writing.

(5) The contract concluded in writing including the GTCB are the sole documents which are authoritative for the legal relationship between JURCHEN and the Customer. This contract reflects all agreements between the contractual parties on the subject of the contract in their entirety. Oral commitments by JURCHEN prior to the conclusion of this contract are not binding in law and oral agreements between the parties are replaced by the written contract.

(6) Additions to and amendments of the agreements made including these GTCB must be made in writing to be valid. With the exception of General Managers (*Geschäftsführer*) or persons holding a general commercial power of attorney (*Prokuristen*) the staff of JURCHEN are not authorised to conclude oral agreements diverging from the above. Transmission by telecommunication, particularly by fax or email, satisfies the requirement for written form in so far as the copy of the signed statement is transmitted.

(7) Information provided by JURCHEN on the object of the delivery or service (e.g. weights, dimensions, value in use, capacity, tolerances and technical data) as well as JURCHEN's representations of the same (e.g. drawings and illustrations) are only approximations in so far as the usability for the purpose anticipated in the contract does not presuppose a precise agreement. They do not constitute guaranteed characteristics but are descriptions or characterisations of the goods or services. Differences customary in the trade resulting from legal requirements or constituting technical enhancements and the replacement of components by equivalent parts are permitted in so far as they do not prejudice usability for the purpose envisaged in the contract.

(8) JURCHEN retains title to and/or copyright of all offers and estimates made by JURCHEN and all drawings, illustrations, computations, brochures, catalogues, models, tools, calculations and other documents and resources placed at the Customer's disposal. This applies in particular to written documents marked as "confidential". The Customer may not make either these documents themselves or their contents accessible to third parties or disclose them or cause them to be used by third parties or copied by them. If so requested by JURCHEN, the Customer must return them in their entirety to JURCHEN and destroy any copies which have been made if they are no longer needed by the Customer in the normal course of business or if negotiations do not lead to the conclusion of a contract.

### **3. Delivery item**

(1) We reserve the right to make changes in design and shape due to the advance of technology or legal requirements in so far as the delivery item is not significantly modified and the modifications are reasonable for the Customer.

(2) If it should no longer be possible to supply the delivery item which was ordered, JURCHEN reserves the right to deliver a different but equivalent product in its place.

(3) Delivery does not include installation and commissioning.

(4) If assembly and installation are expressly agreed, the Customer must promptly undertake and provide the following at his own expense: all excavation, building and other ancillary work not related to the sector including any necessary specialist and ancillary labour, construction materials and tools, the items and materials necessary for the assembly and commissioning such as scaffolding, lifting equipment and other devices, fuels and lubricants, energy and water at the point of use including the connections, heating and lighting, sufficiently large, suitable, dry and lockable premises at the assembly site for storing machine parts, apparatus, materials, tools etc., also suitable workshops and recreation rooms for the assembly personnel including sanitary equipment suitable for the circumstances; in all other respects the Customer must take those measures for the protection of the property of JURCHEN and the assembly staff which the Customer would take for the protection of his own property and provide protective clothing and protective devices needed due to the particular circumstances of the construction site.

(5) Prior to the commencement of assembly work and without being so requested, the Customer must provide the necessary information about the position of concealed power, cables and gas and water pipes or similar equipment as well as the necessary structural information.

(6) Prior to the commencement of assembly or installation the supplies and Customer's items needed for the commencement of work must be at the assembly or installation site, and all preparatory work must have progressed before commencement of the erection to the extent that the assembly or installation can commence as agreed and continue without interruption. Access roads and the assembly or installation site must be levelled and cleared.

(7) If the assembly, installation or commissioning is delayed for reasons for which JURCHEN is not responsible, the Customer must bear the reasonable costs for waiting time and any additional journeys needed by JURCHEN or the assembly staff.

(8) The Customer must provide evidence promptly every week on the duration of the working time of the installation staff and the end of the assembly, installation or commissioning.

#### **4. Delivery and delivery time**

(1) Deliveries are free carrier (FCA Incoterms 2010). The time of the despatch from the works is authoritative for compliance with delivery periods and dates. All delivery periods and dates are subject to unforeseeable production disruption and the prompt delivery of incoming raw or semi-finished materials and, to the extent that these are commodities, subject to availability and prompt delivery of incoming materials.

(2) Periods and date for goods and services planned by JURCHEN are always deemed to be only approximate unless a fixed period or fixed date was promised or agreed. In so far as shipment was agreed, delivery periods and delivery dates relate to the time when the goods are handed over to the haulier, forwarding agent or any other third party tasked with the transport.

(3) The delivery period commences with the despatch of the order confirmation but not before any documents, permits approvals to be procured by the Customer if necessary have been provided and not before the receipt of any advance payment.

(4) JURCHEN is not liable if delivery is impossible or for delayed delivery in so far as these are caused by force majeure or other events which were unforeseeable at the time of the conclusion of the contract and for which JURCHEN is not responsible (e.g. disruption to business operations of all kinds, difficulties in procuring materials or energy, delays in transport, strikes, lawful lock-outs, shortages of labour, energy or raw materials, difficulties in the procurement of necessary official approvals, actions by public authorities or incorrect or late deliveries by suppliers or failure to deliver by suppliers). In so far as such events materially impede JURCHEN in the supply of the goods or performance of the services or render such supply or performance impossible, and the hindrance is not just of a temporary nature, JURCHEN is entitled to withdraw from the contract. In the event of hindrances of a temporary duration, the delivery periods for the goods and services are extended or the delivery dates for the goods and services are postponed by the duration of the hindrance plus a reasonable start-up period. In so far as it is unreasonable for JURCHEN to supply the goods or perform the services as a result of the delay, JURCHEN may withdraw from the contract by an immediate written statement made to the Customer.

(5) Six weeks after JURCHEN has exceeded a non-binding delivery period or delivery date the Customer may demand that JURCHEN must supply the goods or perform the service. JURCHEN is in default at the end of the period specified in the demand. If the Customer wishes to withdraw from

the contract or assert a claim for compensation, he must grant JURCHEN a reasonable grace period for delivery after the end of the 6 (six) weeks.

(6) JURCHEN is only entitled to make partial deliveries if (i) the Customer is able to use the partial delivery within the framework of the intended contractual use, (ii) delivery of the remainder of the goods which were ordered is certain and (iii) the partial delivery does not cause any significant additional costs or effort for the Customer - unless JURCHEN states that it is prepared to pay these costs.

(7) If JURCHEN is in default in respect of a delivery or service or if a delivery or service becomes impossible for JURCHEN for any reason, JURCHEN's liability for compensation is limited as set out in Clause 11 of these GTCB.

## **5. Place of performance, despatch, packaging, passage of risk, acceptance**

(1) The place of performance for all the obligations arising from the contractual relationship is Helmstadt unless specified otherwise. If JURCHEN has contracted to install the goods, the place of performance is the installation site.

(2) The method of delivery and the packaging is at the professional discretion of JURCHEN; the purchaser will bear the costs.

(3) Risk passes to the Customer not later than at the time the goods are handed over to the haulier, forwarding agent or any other third party tasked with the transport; the commencement of the loading process is definitive for this. This also applies to partial deliveries or if JURCHEN has accepted to perform other services (e.g. delivery or installation). If despatch or the hand-over is delayed by a circumstance caused by the Customer, risk passes to the Customer from the day on which the delivery item was ready for despatch and JURCHEN has so informed the Customer.

(4) The Customer will bear storage costs after risk has passed. If the goods are stored in JURCHEN's premises the storage costs are 2 (two) percent of the net invoice price of the delivery items per week or part week. Rights are reserved on proof of additional or lesser storage costs.

(5) The German Packaging Regulation (*Verpackungsverordnung*) provides for the return of the packaging but no obligation to collect the packaging. This means that JURCHEN will not pay the costs for the return transportation of the packaging. Packaging returned "freight forward" will not be accepted.

(6) In so far as goods are subject to formal acceptance, the subject of the contract is deemed to have been accepted if (i) the supply and, in so far as JURCHEN is also responsible for installation, installation is finished, (ii) JURCHEN has so informed the Customer and referred to the assumed acceptance under this clause and the Customer has been requested to accept the goods, (iii) 12 (twelve) working days have passed since the delivery or installation or the Customer has commenced to use the subject of the contract (e.g. has commissioned the plant which was supplied) and in this case 6 (six) working days have passed since the delivery or installation, and (iv) the Customer has failed to accept the goods within this time period for a reason other than the notification to JURCHEN of a defect which renders the use of the subject of the contract impossible or significantly impairs its use.

## **6. Prices and payment**

(1) The prices apply to the scope of the goods and services listed in the order confirmation. Additional or special services will be invoiced separately. The prices are expressed in Euros (EUR) ex

works plus packaging, Value Added Tax as imposed by law, freight and in the case of export deliveries, customs duties as well as fees and other official charges. The consignment will only be insured by JURCHEN against theft, damage caused by breakage, transportation, fire and water or other insurable risks if so explicitly requested by the Customer; in such a case the latter will bear the costs.

(2) In so far as the agreed prices are based on JURCHEN's list prices and delivery is to be made more than 4 (four) months after the conclusion of the contract, the JURCHEN list prices valid at the time of delivery apply.

(3) Service orders will be invoiced on a time and expenditure basis. The costs of working and travelling time and any supplements defined in collective agreements as well as the consumption of components/materials will be invoiced separately. If it is impossible to rectify a defect as no description is provided, the Customer must bear the resultant testing costs. The invoice rates for working and travelling time are stated in the price list applicable at the time; these rates will be invoiced.

(4) Unless otherwise agreed, the purchase price is payable in advance.

(5) If the Customer fails to pay on due date, the outstanding amounts will bear interest at 7 (seven) percent per annum from due date; the assertion of claims for higher interest and additional losses or damage in the case of default remain unaffected.

(6) The Customer may only offset such debts as are recognised by JURCHEN or are uncontested or have been judged to be final and absolute. The Customer is only entitled to exercise a right of retention to the extent that his counter-claim is based on the same contractual relationship. The counter-claim must also be recognised, uncontested or judged to be final and absolute.

(7) In spite of any stipulation of the Customer to the contrary, JURCHEN is entitled initially to offset his older debts. JURCHEN will inform the Customer immediately of any offset which has been made. If costs and interest have already been incurred, JURCHEN is entitled to offset the payment in the first instance against the costs, then the interest and then the principle deliverable.

(8) JURCHEN is entitled to execute or perform any outstanding goods or services against prepayment or against a surety if, after the conclusion of the contract, JURCHEN becomes aware of circumstances which are likely to reduce the Customer's creditworthiness materially and, as a result of which, the payment by the Customer of JURCHEN's unpaid receivables arising from the same contractual relationship (including from other individual orders placed under the same frame agreement) are placed at risk.

## **7. Withdrawal and costs of cancellation**

(1) Within the framework of the statutory provisions the Customer may only withdraw from the contract if JURCHEN is responsible for the breach of obligations; however, in the event of defects the statutory conditions apply. In the event of the breach of obligations, the Customer must state within a period of 10 (ten) working days after being so requested by JURCHEN whether he will withdraw from the contract or insist on delivery.

(2) If the Customer withdraws without justification from an order which has been placed, JURCHEN may, without prejudice to the possibility of asserting a claim for greater loss or damage, demand 10 (ten) percent of the sales price for the costs caused by the processing of the order and lost profit. The right is reserved for the Customer to prove that the loss or damage is less.

## **8. Delay in acceptance**

(1) If the Customer fails to comply with his acceptance obligation within 2 (two) weeks of the delivery date or if no precise delivery date was agreed, after notification of readiness for despatch by JURCHEN, the latter may set a grace period of 8 (eight) calendar days for acceptance by the Customer.

(2) If the Customer fails to accept the delivery item within this period, JURCHEN is entitled to withdraw from the contract.

(3) JURCHEN's entitlement for compensation for breach of contract is 15 (fifteen) percent of the net price of the delivery item which is not accepted. The parties are at liberty to prove that the loss or damage is greater or less.

## **9. Warranty, defects as to quality**

(1) The warranty period is 1 (one) year from delivery or, if acceptance is required, from acceptance.

(2) The Goods which are delivered must be checked carefully immediately after delivery to the Customer or to the third party specified by the Customer. Claims for defects only exist if claims for defects are notified in writing without delay; claims for hidden defects must be notified immediately they are discovered. Claims for defects after an agreed acceptance are excluded if these defects could have been detected during the acceptance. If so requested by JURCHEN, a rejected delivery item must be returned to JURCHEN freight prepaid. In the event of a justified rejection, JURCHEN will reimburse the costs of the cheapest delivery method; this does not apply in so far as the costs are increased by the delivery item being located at a place other than the location of its use for the purpose intended.

(3) There is no claim for defects if there is only a negligible deviation from the agreed attribute or if the usability is prejudiced only to a negligible degree.

(4) Claims for defects are also excluded if the equipment was not assembled in accordance with the manufacturer's or JURCHEN's Assembly Instructions. The Assembly Instructions in the version current at the time of the delivery must be followed. Any updates after delivery or prior to assembly must be followed. A further precondition for claims is observance of the requirements in the project-related material planning. Compliance with the Assembly Instructions is also a prerequisite for any manufacturer's guarantee which may be offered by the manufacturer. If the Customer receives a defective copy of the Assembly Instructions JURCHEN is only obliged to supply a copy of the Assembly Instructions which is free from defects; this also applies if the defective copy of the Instructions prevents the proper assembly of the goods.

(5) In the event of defects as to quality of the delivery item, is obliged and entitled to rectify or replace the goods at JURCHEN's option which must be exercised within a reasonable period. In the case of rectification, the expenditure necessary for the rectification, particularly the transport, road, labour and material costs will not be borne by JURCHEN in so far as these are increased by the delivery item having been moved to a location other than the location of its intended use. Unless otherwise agreed in individual contracts, the location of the intended purpose is in Germany.

(6) Rectification is deemed to have failed on the second unsuccessful attempt if nothing else arises from the nature of the item or defect or the other circumstances. If subsequent performance has failed - i.e. it is impossible, unreasonable or if JURCHEN has totally refused subsequent performance, the Customer may, at his option, demand a reduction of the purchase price or state that he is withdrawing from the contract.

(7) If the defect is the fault of JURCHEN, the Customer may demand compensation subject to the preconditions set out in Clause 11.

(8) In the case of defective components made by other manufacturers which JURCHEN cannot rectify for reasons associated with legislation on licences or factual reasons, JURCHEN will, at its option, assert warranty claims against the manufacturer and supplier for the Customer's account, or assign the warranty claims to the Customer. In the case of defects of this nature, no warranty claims exist against JURCHEN subject to other preconditions and in accordance with these GTCB.

(9) The warranty lapses if the Customer modifies the delivery item without JURCHEN's consent or causes the delivery item to be modified by a third party. The Customer must also note that any manufacturer's guarantees may lapse as a result.

(10) The supply of used items specifically agreed with the Customer is made without any warranty whatsoever for defects as to quality.

## **10. Protective rights**

(1) In the event that the delivery item infringes an industrial property right or copyright, JURCHEN will, at his option and at his expense, amend or exchange the delivery item in such a way that third party rights are no longer infringed but that the delivery item continues to fulfil the contractually agreed functions, or JURCHEN will procure the right of use for the Customer by the conclusion of a licence agreement. If JURCHEN does not succeed in this within a reasonable period, the Customer is entitled to withdraw from the contract or reduce the purchase price appropriately. Any claims for compensation by the Customer are subject to the restrictions of Clause 11 of these GTCB.

(2) If the products of other suppliers delivered by JURCHEN break the law, the latter will, at his option, assert his claims against the manufacturer and sub-supplier for the Customer's account or will assign such claims to the Customer. In accordance with this Clause 10 no claims exist against JURCHEN in these cases.

## **11. Exclusion of liability**

(1) The liability of JURCHEN for compensation for whatever reason in law especially arising from impossibility, default, defective or incorrect supply, breach of contract, breach of obligations during contractual negotiations and tort is restricted in accordance with this Clause 11 in so far as there is a question of blame.

(2) JURCHEN is not liable in the event of ordinary negligence of its official bodies, legal representatives, staff, or other vicarious agents in so far as no material breaches of obligations are involved. The obligation to deliver or install the delivery item on time, in so far as installation was agreed, the freedom of the delivery item from defects which impair the functionality or usability of the delivery item to a more than only negligible degree, and if applicable, the obligations of the provision of advice, protection and custodial care intended to render the contractual use of the delivery item possible for the Customer or protect the life and limb of the Customer's staff or protect the Customer's property against significant damage are material to the contract.

(3) In so far as JURCHEN is liable for compensation in accordance with Clause 11.2 based exclusively on the cause, this liability is limited to loss or damage which JURCHEN foresaw at the time of the exclusion of the contract as a potential consequence of a breach of contract or which JURCHEN ought to have foreseen with the exercise of due care and attention. Indirect loss or damage or consequential loss or damage due to defects of the delivery item only qualify for compensation in so

far as such loss or damage is typical and to be expected with the use of the delivery item for the purpose intended.

(4) In the case of liability for ordinary negligence, the obligation of JURCHEN to pay compensation for defects as to quality and financial losses arising therefrom is limited to the sum of EUR 3 million for each damage event even if a breach of material contractual obligations is involved.

(5) The above liability exclusions and limitations apply to the same extent to the official bodies, legal representatives, staff and other vicarious agents of JURCHEN.

(6) In so far as JURCHEN provides technical information or advice and such information or advice does not belong to the contractually agreed scope of services, such advice and information is in return for payment and is not subject to any liability whatsoever.

(7) The restrictions of this Clause 11 do not apply to JURCHEN's liability for reason of intent, for guaranteed properties, in respect of loss of life, bodily injury, impairment of health or under the German Product Liability Act (*Produkthaftungsgesetz*).

## **12. Period of prescription**

(1) The period of prescription for claims and rights for reason of defects of the goods for whatever reason in law is one year. However, this does not apply in the cases of § 438, Paragraph 1, Number 1 of the German Civil Code (*Bürgerliches Gesetzbuch* [BGB]) (defects of title of immoveable property), § 438, Paragraph 1, Number 2 of the BGB (structures, items for structures) or § 634 a, Paragraph 1, Number 2 of the BGB (structures or works of which the result consists of the performance of planning or monitoring services for this purpose).

(2) In so far as not specified otherwise, the provisions of law on the commencement of the period of prescription, the suspension of the expiry of the period of prescription, the suspension and recommencement of fixed periods remain unaffected.

(3) A change in the burden of proof to the detriment of the Customer is not associated with the above provisions.

## **13. Protection of the retention of title**

(1) The purpose of the retention of title agreed below is to protect all existing present and future receivables of JURCHEN from the Customer arising from the supply relationship existing between the contractual partners for goods (including debit balances arising from a current account relationship restricted to this supply relationship).

(2) The goods supplied by JURCHEN to the Customer remain the property of JURCHEN until all protected receivables have been paid in full. The goods as well as the goods taking the place of the goods included in the protection of title according to the following provisions are hereinafter called the "Goods subject to Retention of Title".

(3) The Customer will store the Goods subject to Retention of Title free of charge for the seller.

(4) The Customer is entitled to process and sell the Goods subject to the Retention of Title in the normal course of business until the commencement of the enforcement event (Clause 13.9). Hypothecation and transfer by way of security are not permitted.



(5) If the Goods subject to Retention of Title are processed by the Customer, it is agreed that they are processed in the name and for the account of JURCHEN as the manufacturer, and that JURCHEN directly acquires title or, if processing involves materials belonging to several owners or the value of the item which is processed is greater than the value of the Goods subject to Retention of Title, joint ownership (ownership in fractional shares) to the newly created item pro rata to the value of the Goods subject to Retention of Title to the value of the newly created item. In the event that no such acquisition of title should arise for JURCHEN, the Customer hereby assigns to JURCHEN his future ownership or, in the above-mentioned ratio, joint ownership to the newly created item. If the Goods subject to Retention of Title should be combined or inseparably mixed with other items to form a unitary item, and if one of the other items is to be considered as the main item, in so far as the main item belongs to JURCHEN, JURCHEN transfers joint ownership of the unitary item to the Customer in the proportion specified in this clause 13.5.

(6) In the event of the resale of the Goods subject to Retention of Title, the Customer hereby assigns as security the resultant receivable from the purchaser to JURCHEN, or, in the case of joint ownership of JURCHEN in the Goods subject to Retention of Title, ownership pro rata to the share in the joint ownership. The same applies to other receivables which take the place of the Goods subject to Retention of Title, or which otherwise arise with regard to the Goods subject to the Retention of Title such as insurance claims or claims arising from tort on loss or destruction. Subject to revocation, JURCHEN authorises the Customer to collect the receivables assigned to JURCHEN in his own name. JURCHEN may only revoke this collection authorisation should the enforcement event occur.

(7) If third parties access the Goods subject to Retention of Title, particularly by way of distraint, the Customer will immediately inform them of the ownership and also inform JURCHEN so that the latter can enforce his rights of ownership. In so far as the third party is not able to reimburse JURCHEN with the judicial or extra-judicial costs arising in this connection, the Customer is liable for these to JURCHEN.

(8) If so required by the Customer, JURCHEN will release the Goods subject to Retention of Title and the items or receivables taking their place in so far as their value exceeds the amount of the secured receivables by more than 20%. JURCHEN will select the items to be released as a result of the above.

(9) If JURCHEN withdraws from the contract in the event of conduct contrary to contract on the part of the Customer (enforcement event), JURCHEN is entitled to demand return of the Goods subject to Retention of Title.

#### **14. Export controls**

(1) All deliveries are subject to there being no barriers to performance by reason of national or international export control rules including embargoes and other sanctions (hereinafter called "foreign trade legislation").

(2) The Customer undertakes to supply all information and documents needed for the export or shipment of the goods. The Customer will place his staff, subcontractors and commercial representatives under an obligation of compliance with foreign trade legislation.

(3) If the delays to the goods / services are caused by foreign trade legislation, an agreed delivery date is extended by the duration of such a delay and the additional time necessary for the resumption of performance.

(4) In the event that the Customer infringes foreign trade legislation, the Customer undertakes to reimburse the supplier for the loss which has arisen and to indemnify him against all third-party claims for compensation and necessary expenditure arising therefrom.

(5) A military end use is excluded. Appropriate confirmation of non-military and non-nuclear use must be submitted to JURCHEN.

(6) JURCHEN is entitled to terminate any contract without notice if termination by JURCHEN is necessary to comply with foreign trade legislation or for the avoidance of loss. In the event of such a termination, the assertion of a claim for compensation or the assertion of other rights by the Customer is excluded.

(7) If the Customer forwards the goods to third parties within Germany and abroad, the Customer must comply with the requirements of foreign trade legislation including the American export control requirements.

## **15. Data protection**

(1) JURCHEN is entitled to process within the meaning of the applicable data protection legislation, as amended, the contact and contractual data which arises in connection with the contractual relationship, and, in so far as is necessary in connection with the contractual relationship and its performance, to transfer this data to companies affiliated with JURCHEN within the meaning of §§ 15 ff of the German Companies Act (*Aktiengesetz* [AktG]).

(2) JURCHEN arranges for individual tasks and services to be performed by carefully selected and retained service-providers, particularly IT service-providers which are based outside the EU/EEA (third countries). Personal data is therefore transmitted to third countries. The data transmission complies with the requirements of the EU's data protection legislation as well as the national data protection legislation of the country in question. To this end, corresponding data protection agreements complying with the legal requirements are concluded with our contractual partners to create a suitable level of data protection; these agreements include standard EU contractual clauses. You can request a copy of these guarantees from JURCHEN.

(3) In order to safeguard JURCHEN's business processes and security requirements, personal data is collected, processed and used in compliance with the appropriate data protection legislation during the course of the execution of the order. This relates in particular to the data and images of the security components (e.g. personal identification documents, systems for the management of personal identification documents, time/access and video systems etc.) of JURCHEN's IT and telecommunication constituents as well as the infrastructures associated with each of these.

(4) Information provided by JURCHEN may not be used for the purposes of promotion, market research or opinion polling or passed to others unless JURCHEN grants his express written consent for this or the agreed service explicitly provides for this.

## **16. Place of jurisdiction - no assignment by the Customer**

(1) If the Customer is a businessman (*Kaufmann*), a legal entity established under public law or a special fund established under public law, or if the Customer has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all possible disputes arising from the business relationship between JURCHEN and the Customer is Würzburg or, at JURCHEN's discretion, the Customer's registered office. However, in the event of actions against JURCHEN the sole place of

jurisdiction is Würzburg in these cases. Mandatory provisions of law on exclusive places of jurisdiction are unaffected by this provision.

(2) The relationships between JURCHEN and the Customer are subject exclusively to the law of the Federal Republic of Germany with the exclusion of the requirements of international private law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 does not apply.

(3) Without prejudice to the assignment of an outstanding debt pursuant to § 354a of the German Commercial Code (*Handelsgesetzbuch*) and without the prior written consent of JURCHEN, the Customer is not entitled to assign his monetary claims against JURCHEN to third parties or to cause them to be collected by third parties.

Jurchen Technology GmbH

01. November 2020