

General Terms and Conditions of Rausch International Group GmbH, Rausch GmbH, Rausch Electronics GmbH, Rausch Rehab GmbH

Section 1 General information, scope of application, form

- (1) These General Terms and Conditions (hereinafter referred to as “**GTC**”) shall apply to Rausch International Group GmbH, Rausch GmbH, Rausch Electronics GmbH and Rausch Rehab GmbH. These GTC shall govern the business relationship between the aforementioned companies and their respective customers (hereinafter referred to as the “**customer**”). Rausch International Group GmbH, Rausch GmbH, Rausch Electronics GmbH, and Rausch Rehab GmbH shall hereinafter each be referred to as “**Rausch**”.
- (2) These GTC shall apply exclusively; any terms and conditions of the customer that conflict with (or deviate from) these GTC shall not be recognised unless Rausch has expressly agreed to their validity in writing. These GTC shall also apply should Rausch render the delivery or service to the customer without reservation and in full knowledge of the fact that the customer’s terms and conditions conflict with (or deviate from) these GTC. These GTC shall also apply to future transactions with the customer.
- (3) All agreements pertaining to deliveries and services (hereinafter collectively referred to as the “**service**” or “**subject matter of the contract**”) established between Rausch and the customer shall be set out in writing in the relevant contract, as well as any supplementary agreements. The text form of Section 126 b German Civil Code (BGB) shall suffice, in order to comply with the written form requirement within the meaning of this Section 1 (3) and the following provisions. Legally relevant declarations and notifications to be made by the customer vis-a-vis Rausch subsequent to the conclusion of contract (e.g. setting of deadlines, notifications of defects, declaration of cancellation or reduction) must, therefore, be made in text form, in order to be effective – including e-mails.
- (4) Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall, in any case, take precedence over these GTC. Subject to the presentation of proof to the contrary, a written contract or written confirmation by Rausch shall be decisive for the content of such agreements.
- (5) Any references made to the validity of statutory provisions shall, therefore, be for clarification purposes only. Even without such a clarification, the statutory provisions shall, therefore, apply unless they are directly amended or expressly excluded in these GTC.
- (6) These GTC shall only apply if the customer is an entrepreneur within the meaning of Section 14 German Civil Code (BGB), a legal entity under public law or a special fund under public law.

Section 2 Offers, offer documents and conclusion of contract

- (1) If an order by the customer is to be qualified as an “offer” pursuant to Section 145 German Civil Code (BGB), Rausch may accept this offer within two (2) weeks of receipt. Offers from

Rausch shall be subject to change unless they are expressly labelled as binding (or contain a specific acceptance period).

- (2) Rausch may accept the offer by way of written declaration (order confirmation) or by rendering the underlying services.
- (3) The content of Rausch's order confirmation – or, in case of immediate order fulfilment, the service actually rendered together with the delivery note – shall be exclusively decisive for the scope and subject matter of the service owed by Rausch. In the event of any recognisable discrepancies between the order confirmation and the customer's order, the customer shall be deemed to have agreed to the content of the order confirmation if the customer does not object to said order confirmation in writing within eight (8) working days of receipt. In any case, however, consent shall be deemed to have been granted at the latest when the customer accepts the rendered service without objecting in writing within the scope of the inspection and complaint obligations set out under Section 8 (3).
- (4) Verbal commitments prior to the conclusion of the contract shall not be legally binding, and verbal agreements between the parties shall be replaced by a written contract, unless it is expressly stated in each case that they shall continue to be binding.
- (5) Information provided by Rausch on the subject matter of the service (e.g. weights, dimensions, utility values and technical data), as well as representations of the same nature (e.g. drawings and illustrations) shall only be understood as approximate, unless the usability for the contractually intended purpose requires exact conformity. Length specifications for cables and ropes shall always be subject to a tolerance of +5% on the total length. The corresponding information shall not constitute a guarantee or assurance of certain quality features, but simply serve as a description or designation of the service in question. Rausch shall be entitled to modify the service due to prevailing legal regulations or technical improvements, as well as to replace aspects of said service by equivalent parts without the customer's consent, provided that this does not impair the usability for the contractually intended purpose
- (6) Protective devices shall only form part of the service if this is required by law or expressly agreed. The electrical safety of Rausch products complies with the applicable standards of the Association of German Electrical, Electronic & Information Technologies (VDE). Deviations shall be permitted if the same level of safety is guaranteed by way of other means.
- (7) It remains the customer's sole responsibility to ascertain whether the service is suitable for the purposes desired. Rausch shall only assume liability for a specific application/use or a specific suitability of the service to the extent that this has been expressly agreed in writing – excluding the text form.
- (8) Rausch hereby stipulates its reservation of title or copyright to all offers and cost estimates submitted by Rausch, as well as drawings, illustrations, calculations, brochures, catalogues, models, plates, tools and other documents and aids made available to the customer. The customer may not render these items accessible to third parties, disclose them, use them himself (or allow them to be used by third parties) or reproduce them

without the express and prior consent of Rausch. At the request of Rausch, the customer shall return these items to Rausch in full and destroy any copies made if they are no longer required by it in the ordinary course of business, or if negotiations do not lead to the conclusion of a contract. The storage of data provided electronically for the purpose of standard data backup efforts is hereby excluded.

Section 3 Delivery period and delay in delivery

- (1) The performance deadlines specified by Rausch shall be non-binding and subject to change, unless otherwise expressly stipulated in the agreement concluded.
- (2) The delivery period shall commence on the day of receipt of Rausch's declaration of acceptance by the customer, but not before the submission of any authorisations, documents or releases to be obtained or provided, nor before compliance with the agreed terms of payment or other obligations incumbent on the customer has been ensured.
- (3) The delivery period shall be deemed to have been met at the time when Rausch notifies the customer within the delivery period that the goods are ready for delivery or – if a sale by way of dispatch has been agreed (cf. Section 4 [1] Sentence 2) – hands over the goods for delivery to the customer to a forwarding agent, freight carrier or any other person or organisation designated to perform the shipment operation.
- (4) Any delays for which the customer is deemed responsible shall interrupt and extend the delivery period accordingly
- (5) If services are to be rendered by Rausch on call by the customer, the customer shall be obligated to accept partial deliveries in approximately equal quantities, unless otherwise agreed. Otherwise, the entire service shall be deemed to have been called off by the customer one calendar month after expiry of the period agreed for said call-off or – in the absence of an agreed period – three calendar months after conclusion of the contract.
- (6) Partial deliveries and services shall be permitted to a reasonable extent.
- (7) Should Rausch itself not be supplied, not supplied correctly or not supplied on time – although Rausch has placed congruent orders with reliable suppliers – Rausch shall be released from its obligation to perform and may withdraw from the contract. Rausch shall be obligated to immediately inform the customer about the non-availability of the service and to immediately refund any consideration already rendered by the customer. Rausch shall not be deemed at fault in this case.
- (8) Serious events – such as, in particular, instances of force majeure, labour disputes, unrest, armed or terrorist conflicts and pandemics – which entail unforeseeable consequences for the performance of the underlying service, including (and, in particular, through the involvement of suppliers), shall release the parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they are in default. An automatic cancellation of the contract shall not be associated with this, unless the delivery subsequently becomes unreasonable for one of the parties due to the unfolding of such

events. The parties must notify each other immediately after becoming aware of a corresponding event.

- (9) The occurrence of a delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, an express reminder by the customer shall be required.
- (10) Should Rausch be deemed to be in default with a delivery or service, or if said delivery or service becomes impossible for Rausch – irrespective of the reason – Rausch’s liability for damages shall be limited in accordance with Section 9 of these GTC.

Section 4 Delivery, transfer of risk, acceptance, default of acceptance

- (1) Delivery shall be ex works from Rausch, which shall also be the place of fulfilment for the delivery and any subsequent performance (debt to be discharged at the place of performance). At the customer’s request (and expense), the goods shall be dispatched to a destination specified by the customer (sale by way of dispatch). Unless otherwise agreed, Rausch shall be entitled to determine the type of dispatch (in particular, transport company, dispatch route, packaging) itself.
- (2) The risk of accidental loss (and deterioration) of the underlying goods shall pass to the customer at the latest when the goods are handed over to the customer (or the customer’s vicarious agent). However, in the case of a sale by way of dispatch, the risk of accidental loss and accidental deterioration of the goods and the risk of delay shall pass to the customer when the goods are handed over to the forwarding agent, freight carrier or another individual or organisation tasked with performing the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the prevailing statutory provisions on contracts for work and services shall also apply accordingly to an agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- (3) Should the customer be deemed in default of acceptance, if he fails to co-operate or if the delivery is delayed for other reasons for which the customer is responsible, Rausch shall be entitled to demand compensation for the resulting damage – including additional expenses (e.g. storage costs). In the event of a delay in acceptance, Rausch shall charge a flat rate of compensation in the amount of 0.05% of the delivery value for each completed calendar week of the delay in acceptance, but not more than a total of 5% of the delivery value of the goods delivered late. Proof of higher damages and the assertion of statutory claims of Rausch (in particular, reimbursement of additional expenses, reasonable compensation, cancellation) shall hereby remain unaffected; however, the flat rate shall be offset against any further monetary claims. The customer shall be entitled to prove that Rausch has not incurred any damage, or only significantly less damage than the above flat rate.

Section 5 Price, price adjustment, payment, refusal of performance and cancellation

- (1) Unless otherwise agreed in individual cases, the prices stated in Rausch's offer shall apply ex works, plus the applicable statutory value added tax.
- (2) In the case of sale by way of dispatch, the customer shall bear the transport costs ex works, as well as the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes and other public charges shall be borne by the customer. This shall also apply to costs attributable to any approvals, expert opinions or certificates required by the customer from authorities or testing centres; these shall be invoiced separately.
- (3) Should the agreed performance period be more than four months after conclusion of the contract, Rausch hereby reserves the right to adjust the prices accordingly if – subsequent to conclusion of the contract and up to delivery – cost changes occur, in particular, due to collective labour agreements, changes in raw material prices, other price changes of suppliers or exchange rate fluctuations, for which Rausch is not responsible and which were not foreseeable with sufficient certainty. Upon request, Rausch shall provide the customer with evidence of the reasons for the price adjustment. Should the price increase by more than 20 %, the customer may withdraw from the contract. The right of cancellation must be exercised within one (1) week of receipt of the declaration of the price increase by the customer.
- (4) Unless otherwise agreed in individual cases, the purchase price shall be due and payable upon delivery or acceptance of the goods. However, Rausch shall be entitled at any time – even within the scope of an ongoing business relationship – to make a delivery in whole or in part only against advance payment. Rausch shall declare a corresponding reservation at the latest with the order confirmation.
- (5) Should the customer be in default after being served a corresponding reminder by Rausch, interest shall be charged on the purchase price during the period of default at the applicable statutory default interest rate. Rausch hereby reserves the right to assert further claims for damages caused by delay. Rausch's claim to commercial maturity interest (Section 353 German Commercial Code [HGB]) against merchants shall hereby remain unaffected.
- (6) The customer shall only be entitled to set-off or retention rights to the extent that his claim has been legally established by a court of law (or is otherwise undisputed). In the event of material defects, the customer's counter-rights shall remain unaffected, in particular, in accordance with Section 8.
- (7) Should it become apparent subsequent to conclusion of the contract (e.g. by filing for insolvency proceedings) that Rausch's claim to the purchase price is jeopardised by the customer's inability to pay, Rausch shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (Sections 321, 323 German Civil Code [BGB]). In the case of contracts for the manufacture of non-fungible goods (customised products), Rausch may declare its withdrawal from the contract immediately and without setting a deadline; statutory provisions pertaining to the dispensability of setting a deadline shall remain unaffected.

Section 6 Retention of title

- (1) Until full payment of all present and future claims of Rausch arising from the contract and the ongoing business relationship with the customer (secured claims), Rausch shall retain title to the goods sold.
- (2) The goods subject to retention of title may not be pledged to third parties or assigned as security until the secured claims have been paid in full. The customer shall immediately notify Rausch in writing if an application for the opening of insolvency proceedings is filed, or if third parties seize the goods belonging to Rausch (e.g. by way of attachment).
- (3) In the event of breach of contract by the customer – in particular, non-payment of the purchase price due – Rausch shall be entitled to withdraw from the contract in accordance with prevailing statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for surrender shall not, at the same time, include a declaration of cancellation; rather, Rausch shall be entitled to demand only the return of the goods and to reserve the right to cancel the contract. Should the customer fail to pay the purchase price due, Rausch may only assert these rights if it has previously set the customer a reasonable deadline for payment without success or if such setting of a deadline is dispensable according to the statutory provisions.
- (4) The customer shall be authorised to resell and/or process the goods subject to retention of title in the ordinary course of business, unless Rausch revokes the customer's authorisation pursuant to Section 6 (4) letter (c). In the event of a resale and further processing, the following provisions shall apply in addition hereto.
 - a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of Rausch's goods, whereby Rausch shall be deemed to be the manufacturer. If – in the event of processing, mixing or combining with goods of third parties – their right of ownership remains, Rausch shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered that are subject to retention of title.
 - b) The customer hereby assigns to Rausch by way of security all claims against third parties arising from the resale of the goods or the product in total, respectively, in the amount of the possible co-ownership share pursuant to Section 6 (4) letter (a). Rausch hereby accepts said assignment. The obligations of the customer stated in Section 6 (2) shall also apply with regard to the assigned claims.
 - c) The customer remains authorised to collect the claim in addition to Rausch. Rausch hereby undertakes not to collect the claim as long as the customer fulfils his payment obligations vis-a-vis Rausch, there is no deficiency in his ability to pay and Rausch does not assert its retention of title by exercising a right pursuant to Section 7 (3). If this is the case, however, Rausch may demand that the customer informs Rausch of the assigned claims and their debtors, provides all information deemed necessary for collection, hands over the relevant documents and informs the debtors (third parties) of said assignment. In this case, Rausch shall also be entitled to revoke the customer's authorisation to resell and process the goods subject to retention of title.

- d) If the realisable value of the securities exceeds the claims asserted by Rausch by more than 10%, Rausch shall release securities at the request of the customer at the discretion of Rausch.

Section 7 Material defect claims of the customer

- (1) Statutory provisions shall apply to the rights of the customer in the event of material defects (including incorrect and shortfall deliveries, as well as improper assembly or defective assembly instructions), unless otherwise specified below.
- (2) The basis for liability for defects shall primarily be the agreement reached on the quality of the goods. Only those product descriptions that have expressly become the subject of the individual contract shall be deemed to be an agreement on the quality of the goods.
- (3) The customer's claims for defects presuppose that he has fulfilled his statutory inspection and complaint obligations (in accordance with Sections 377, 381 German Commercial Code [HGB]). If a defect becomes apparent upon delivery, inspection or at any subsequent point in time, Rausch must be notified thereof in writing without delay. In any case, obvious defects must be reported in writing within 7 working days of delivery, and defects not recognisable during the inspection within the same period from discovery. Should the customer fail to properly inspect the goods and/or report defects, Rausch's liability for the defect not reported, or not reported in time, or not reported properly shall, be excluded in accordance with prevailing statutory provisions.
- (4) Rausch shall examine a contractual item that is the subject of complaint by the customer, in order to determine whether there is a defect that already existed or was present at the time of delivery. If the fault or malfunction is due to wear and tear, incorrect operation, etc. instead of a defect, the customer shall bear the costs of the inspection.

Should the inspection reveal a defect that already existed or was present at the time of delivery, Rausch may initially choose whether to provide subsequent fulfilment by remedying the defect ("subsequent improvement") or by delivering a defect-free contractual item ("replacement delivery"). Rausch's right to refuse subsequent fulfilment under prevailing statutory conditions shall hereby remain unaffected.

- (5) As part of the replacement delivery, the customer shall, where necessary, accept a new version of the software, unless this leads to unreasonable impairments.
- (6) Rausch shall be authorised to provide the warranty on the customer's premises. In suitable cases, Rausch shall also fulfil its obligation to rectify defects by making updates with an automatic installation routine available for download on its own homepage, or by offering the customer telephone support, in order to rectify any issue that may arise.
- (7) Rausch shall be entitled to make the subsequent fulfilment owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.
- (8) The customer shall grant Rausch the time required for the subsequent fulfilment owed and afford Rausch the opportunity to inspect the goods, in particular, by handing over the

rejected goods. In the event of a replacement delivery, the customer shall return the defective item to Rausch in accordance with prevailing statutory provisions. Subsequent fulfilment shall include neither the removal of the defective item nor its re-installation, if Rausch was not originally obligated to install it. In this case, removal and installation shall be performed at the expense and risk of the customer.

- (9) The expenses required for the purpose of inspection and subsequent performance – in particular, transport, travel, labour and material costs and, where applicable, removal and installation costs – shall be borne or reimbursed by Rausch in accordance with prevailing statutory provisions if a defect actually exists. Otherwise, Rausch may demand compensation from the customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular, inspection and transport costs), unless the lack of defectiveness was not recognisable to the customer.
- (10) In urgent cases, e.g. if operational safety is jeopardised or to prevent disproportionate damage, the customer shall have the right to remedy the defect itself and to demand compensation from Rausch for the expenses objectively necessary for this (“self-performance”). Rausch shall be notified immediately – if possible in advance – of any such self-remedy. The right of self-remedy shall not exist if Rausch would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions.
- (11) If subsequent fulfilment is deemed to have failed or a reasonable deadline to be set by the customer for the subsequent fulfilment has expired without success (or is dispensable according to prevailing statutory provisions), the customer may withdraw from the purchase contract or reduce the purchase price. However, there shall be no right of cancellation in the event of an insignificant defect.
- (12) The assertion of customer claims for damages or reimbursement of futile expenses shall only exist in accordance with Section 9, even in the case of defects, and are otherwise hereby excluded.
- (13) Any delivery of used contractual products agreed with the customer in individual cases shall be made to the exclusion of any warranty.
- (14) In addition thereto, the warranty conditions set out in the warranty documentation shall apply. These can be downloaded from the Rausch website.

Section 8 Industrial property rights

- (1) Rausch hereby warrants in accordance with this Section 8 that the subject matter of the contract is free from industrial property rights of third parties in the country of the place of manufacture and the place of delivery. Property rights in this sense shall be understood to mean patents, utility models and designs, trade marks – including their respective applications – as well as copyrights. Rausch and the customer shall notify each other immediately in writing if claims are asserted against them due to the infringement of such rights.

- (2) In the event that the subject matter of the contract infringes an industrial property right of a third party, Rausch shall – at its option and its expense – modify or replace the subject matter of the contract in such a way that no rights of third parties are infringed any more, but the subject matter of the contract continues to fulfil the contractually agreed functions, or it shall procure the right of use for the customer by concluding a licence agreement. Should Rausch fail to do so within a reasonable period of time, the customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the customer shall be subject to the limitations of Section 9 of these GTC.
- (3) In the event of the infringement of rights pertaining to products of other manufacturers (co-)supplied on the part of Rausch, Rausch shall, at its own discretion, assert its own claims against the manufacturers and upstream suppliers for the account of the customer or assign them to the customer. In such cases, claims against Rausch shall only exist in accordance with this Section 8 if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, for example, due to insolvency.

Section 9 Other liability

- (1) Unless otherwise provided for in these GTC – including the following provisions – Rausch shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) Rausch shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, Rausch shall only be liable subject to a lesser standard of liability in accordance with prevailing statutory provisions (e.g. for care in its own affairs):
 - a) for damages resulting from injury to life, body or health, and
 - b) for damages arising from a significant breach of a material contractual obligation (an obligation, the fulfilment of which is deemed essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies [and may rely]); in this case, however, liability shall be limited to compensation for foreseeable damages that may typically occur.
- (3) The limitations of liability resulting from Section 9 (2) shall also apply to breaches of duty by (or in favour of) persons for whose fault Rausch is responsible according to prevailing statutory provisions. These shall not apply if Rausch has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods, as well as for claims of the customer under the German Product Liability Act (Produkthaftungsgesetz).
- (4) The customer may only withdraw from (or cancel) the contract due to a breach of duty that does not consist of a defect if Rausch is responsible for the breach of duty. A free right of cancellation of the customer (in particular, according to Section 650, 648 German Civil Code [BGB]) is hereby excluded. In all other respects, the statutory requirements and legal consequences shall apply.

Section 10 Statute of limitations

- (1) The limitation period for warranty rights shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. However, this restriction does not apply
 - a) if a defect was fraudulently concealed or
 - b) if a guarantee has been issued for the quality of the subject matter of the contract (in this respect, the guarantee regulation or limitation period resulting from the guarantee may apply) or
 - c) in the cases of Section 438 (1) No. 2 German Civil Code (BGB) or
 - d) for claims stemming from supplier recourse (Sections 478 et seq., 445 et seq. German Civil Code [BGB]).
- (2) In the event of claims for damages, this limitation shall not apply in the following cases:
 - a) Injury to life, body or health,
 - b) Intent
 - c) Gross negligence on the part of executive bodies or executive employees of Rausch
- (3) The above limitation periods shall also apply to the assertion of contractual and non-contractual claims for damages of the customer which are based on a defect in performance, unless the application of the regular statutory limitation period (Sections 195, 199 German Civil Code [BGB]) would lead to a shorter limitation period in individual cases. However, the assertion of claims for damages by the customer under the German Product Liability Act (Produkthaftungsgesetz) shall lapse exclusively in accordance with the statutory limitation periods.

Section 11 Special notes on the use of the contractual objects

- (1) The subject matter of the contract shall be used in compliance with the descriptions and operating instructions provided by Rausch.
- (2) The customer (and the personnel its employs) shall exercise the necessary care when using the subject matter of the contract, but in any case the customary care of the pipe, sewer and industrial service industry. Specially trained and industry-standard certified specialist personnel must be deployed (e.g. specialists for pipe, sewer and industrial services).

Section 12 Supplementary regulations for repairs

The provisions in this Section 12 shall apply to repair orders and cost estimates outside Rausch's scope of liability for material defects pursuant to Section 7.

- (1) The customer shall be responsible for ensuring that the item to be repaired is his property, respectively, that he has sufficient rights of use to the item to be able to commission Rausch with the repair.

- (2) The customer shall inform Rausch of the scope of the desired repair – including a description of the fault that is as precise as possible – when placing the order via the repair registration form to be completed.
- (3) Repair work shall always be performed in the Rausch workshop. The costs of transport shall be borne by the customer.
- (4) Within the scope of the repair order, Rausch shall also be entitled to rectify such defects which only become apparent during the repair if their rectification is necessary for operational safety, unless the repair order is expressly limited to the rectification of a specific defect or a cost estimate has been submitted which would be exceeded if the additional defect were taken into account.
- (5) Should no order be placed after a cost estimate has been prepared, Rausch may demand compensation for expenses for services rendered (e.g. damage/defect assessment). Devices that are not repaired shall be returned to the customer in a disassembled condition unless the customer expressly requests reassembly and is prepared to bear the additional costs incurred for this.
- (6) Should the customer cancel the repair order without Rausch being responsible for the reasons for cancellation, the customer shall be obligated to reimburse Rausch for the expenses incurred up to the termination of contract, as well as for the expenses directly resulting from the order – including the costs resulting from liabilities that cannot be settled accordingly. In addition thereto, Rausch shall be entitled to flat rate damages in the amount of 50% of the agreed remuneration for the part of the repair work not yet performed (less expenses and costs to be reimbursed to Rausch in accordance with the above provision). The customer shall be entitled to prove that Rausch has not incurred any damage, or only significantly less damage than the above flat rate.
- (7) The customer's rights in the event of a defective repair are set out in Section 7 to Section 10 of these GTC.
- (8) Rausch shall be entitled to a contractual lien on the repair items that have come into Rausch's possession as a result of the order due to Rausch's claim arising from the repair order or an order to prepare a cost estimate. Said contractual lien may also be asserted for claims arising from previously performed work, spare parts deliveries and other services, to the extent that they are related in material terms to the subject matter of the repair order. The contractual lien shall only apply to other claims arising from the business relationship insofar as these are undisputed, or a legally binding title exists and the item to be repaired belongs to the customer.
- (9) Should an item to be repaired not be collected and the remuneration paid within one month of a written request or if acceptance of a return delivery is refused, Rausch's obligation to further storage and Rausch's liability for slight negligence in the event of damage and destruction shall lapse. Subsequent to the expiry of this period, Rausch shall be entitled to sell the item to be repaired at its market value, whereby Rausch shall give the customer one month's notice of the sale. Any additional proceeds shall be paid to the customer.

Section 13 Choice of law and place of jurisdiction

- (1) These GTC and the contractual relationship between Rausch and the customer shall be governed 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. The contract language shall be German
- (2) The parties are aware that services governed by this contract may be subject to export and import restrictions. In particular, there may be authorisation requirements, respectively, the use of the service or associated technologies may be subject to restrictions abroad. The party to which the restriction is addressed shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The contract's fulfilment by the party that is not subject to export and import restrictions, licensing requirements or sanction regulations shall be subject to the proviso that there are no obstacles to fulfilment due to national and international export and import regulations or other statutory provisions.
- (3) If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – and also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of Rausch (as contractual partner of the customer). However, Rausch shall also be entitled to bring legal action at the customer's general place of jurisdiction.
- (4) Should any provision of this contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall replace the wholly or partially invalid / void / unenforceable provision or loophole requiring execution with a valid provision that takes into account the legal and economic content of said wholly or partially invalid / void / unenforceable provisions and the overall content of the contract. Section 139 German Civil Code (BGB) is hereby excluded. If necessary, the parties shall be obligated to make any corresponding new arrangement without delay.