General Terms and Conditions of Sale of Photonics Systems GmbH

1. Scope of Application

1.1. These General Terms and Conditions of Sale (hereinafter "GTCS") apply to all business relationships of Photonics Systems GmbH, Pionierstraße 6, 82152 Krailling, Germany (hereinafter "Seller") with its customers (hereinafter "Buyer"). The GTCS apply only if the Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

1.2. The GTCS apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB).

1.3. Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order, or in any event in the version most recently communicated to the Buyer in text form, shall also apply as a framework agreement to similar future contracts, without the Seller having to refer to them again in each individual case.

1.4. These GTCS apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that the Seller has expressly consented to their validity. This consent requirement applies in all cases, for example even if the Buyer refers to its own general terms and conditions in the context of the order and the Seller does not expressly object to them.

1.5. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in the Seller's order confirmation shall always take precedence over these GTCS. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract is concluded.

1.6. Legally relevant declarations and notifications by the Buyer in relation to the contract must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g. letter and e-mail). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.

1.7. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply unless they are directly amended or expressly excluded in these GTCS.

2. Order and Order Confirmation, Conclusion of Contract

2.1. The Seller's offers are subject to change and non-binding. This also applies if the Seller has provided the Buyer with catalogues, technical documentation (e.g. drawings, calculations, cost estimates, plans or references to applicable DIN standards), other product descriptions or documents – including in electronic form – in which the Seller reserves property rights and copyrights.

2.2. The order placed by the Buyer shall be deemed a binding offer. Unless otherwise stated in the Buyer's order, the Seller is entitled to accept this contractual offer within 21 calendar days of its receipt.

2.3. Acceptance may be declared either in writing (e.g. by sending an order confirmation) or by delivery of the Goods to the Buyer.

2.4. Drawings, illustrations, dimensions, weights or other performance data are only binding if this has been expressly agreed in writing.

3. Delivery Period and Delay in Delivery

3.1. The delivery period is agreed individually between the contracting parties or specified by the Seller upon acceptance of the order.

3.2. If the Seller is unable to meet binding delivery periods for reasons for which it is not responsible (hereinafter "non-availability of performance"), the Seller shall inform the Buyer of this without undue delay and at the same time notify the Buyer of the expected new delivery period. If the performance is also not available within the new delivery period, the Seller is entitled to withdraw from the contract in whole or in part; in this case, the Seller shall reimburse any consideration already rendered by the Buyer. Non-availability of performance exists, for example, in the event of late delivery to the Seller by its supplier if the Seller has concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for instance due to force majeure, or if the Seller is not obliged to procure in the individual case.

3.3. The occurrence of a delay in delivery is determined in accordance with the statutory provisions. In any event, however, a reminder from the Buyer is required.

3.4. The rights of the Buyer pursuant to Section 8 of these GTCS and the statutory rights of the Seller, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

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

4.1. Deliveries are made EXW in accordance with ICC Incoterms 2020. At the Buyer's request and expense, the Goods will be shipped to another destination (sale by dispatch). Unless otherwise agreed, the Seller is entitled to determine the type of shipment itself, in particular the transport company, the shipping route and the packaging.

4.2. The risk of accidental loss and accidental deterioration of the Goods passes to the Buyer at the latest upon handover. In the case of a sale by dispatch, however, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay already pass upon delivery of the Goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

4.3. If acceptance has been agreed, this is decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services also apply accordingly to an agreed acceptance. It is equivalent to handover or acceptance if the Buyer is in default of acceptance.

4.4. If the Buyer is in default of acceptance, fails to cooperate or if the Seller's delivery is delayed for other reasons for which the Buyer is responsible, the Seller is entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For this purpose, the Seller shall charge a lump-sum compensation of 0.1% of the purchase price per calendar day, beginning with the delivery period or – in the absence of an agreed delivery period – with the notification that the Goods are ready for dispatch.

4.5. The proof of higher damage and the Seller's statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer is permitted to prove that the Seller has incurred no damage at all or only significantly less damage than the aforementioned lump sum.

4.6. Partial deliveries are permissible insofar as they are reasonable for the Buyer.

5. Prices and Terms of Payment

5.1. Unless otherwise agreed in individual cases, the Seller's prices current at the time the contract is concluded apply, ex warehouse, plus statutory value added tax.

5.2. In the case of a sale by dispatch (cf. Section 4.2), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

5.3. The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the Goods. However, the Seller is entitled at any time, including within the framework of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. The Seller shall declare a corresponding reservation at the latest with the order confirmation.

5.4. Upon expiry of the above payment period, the Buyer shall be in default. During the period of default, interest shall accrue on the purchase price at the applicable statutory default interest rate. The Seller reserves the right to claim further damage caused by default. In relation to merchants, the Seller's claim to commercial interest on maturity (Section 353 of the German Commercial Code (HGB)) remains unaffected.

5.5. The Buyer is only entitled to rights of set-off or retention insofar as its claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's counter-rights remain unaffected.

5.6. If, after conclusion of the contract, it becomes apparent (e.g. through an application for the opening of insolvency proceedings) that the Seller's claim to the purchase price is jeopardised by the Buyer's inability to pay, the Seller is entitled, in accordance with the statutory provisions, to refuse performance and – if necessary after setting a deadline – to withdraw from the contract pursuant to Section 321 BGB. In the case of contracts for the manufacture of non-fungible items (custom-made products), the Seller may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

6. Retention of Title

6.1. The Seller retains title to the Goods sold until full payment of all current and future claims of the Seller arising from the purchase contract and an ongoing business relationship (secured claims).

6.2. The Goods subject to retention of title may neither be pledged to third parties nor transferred as security before full payment of the secured claims. The Buyer must notify the Seller in writing without undue delay if an application is made for the opening of insolvency proceedings or if third parties access the Goods belonging to the Seller (e.g. seizures).

6.3. In the event of conduct by the Buyer in breach of contract, in particular non-payment of the purchase price due, the Seller is entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the Goods on the basis of the retention of title. If the Seller takes back the Goods, this constitutes a withdrawal from the contract. If the Buyer does not pay the purchase price due, the Seller may only assert these rights if it has previously set the Buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.

6.4. Provided the Buyer is not in default, it is entitled to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions apply in addition.

6.5. The retention of title extends to the products resulting from the processing, mixing or combining of the Seller's Goods at their full value, whereby the Seller shall be deemed the manufacturer. If, in the case of processing, mixing or combining with goods of third parties, their title remains, the Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In

all other respects, the same applies to the resulting product as to the Goods delivered subject to retention of title.

6.6. The Buyer hereby assigns to the Seller by way of security the claims against third parties arising from the resale of the Goods or the product, in full or in the amount of the Seller's possible co-ownership share in accordance with the preceding paragraph. The Seller accepts the assignment. The obligations of the Buyer set out in Section 6.2 also apply with regard to the assigned claims.

6.7. The Buyer remains authorised to collect the claim alongside the Seller. The Seller undertakes not to collect the claim as long as the Buyer meets its payment obligations towards the Seller, there is no deficiency in its ability to pay and the Seller does not assert the retention of title by exercising a right pursuant to Section 6.3. If this is the case, however, the Seller may demand that the Buyer discloses the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment. In addition, in this case the Seller is entitled to revoke the Buyer's authorisation to further resell and process the Goods subject to retention of title.

6.8. If the realisable value of the securities exceeds the Seller's claims by more than 10%, the Seller shall, at the Buyer's request, release securities of its choice.

7. Warranty Claims for Defects

7.1. The Buyer's rights in the event of material defects and defects of title are governed by the statutory provisions, unless otherwise stipulated below.

7.2. In all cases, the statutory provisions on the sale of consumer goods (Sections 474 et seq. BGB) and the Buyer's rights under separately issued guarantees, in particular from the manufacturer, remain unaffected.

7.3. The basis of the Seller's liability for defects is primarily the agreement reached on the quality and the intended use of the Goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by the Seller (in particular in catalogues or on its website) at the time the contract was concluded shall be deemed an agreement on quality in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether or not a defect exists (Section 434 (3) BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the Goods, take precedence over statements made by other third parties.

7.4. Insofar as software is part of the delivered Goods, it is always inherent to the performance, and its use for other services or systems is prohibited. In the case of goods with digital elements or other digital content, the Seller shall only owe the provision and, where applicable, updating of the digital content insofar as this is expressly stated in an agreement on quality between the parties.

7.5. To this extent, the Seller assumes no liability for public statements made by the manufacturer and other third parties.

7.6. In principle, the Seller is not liable for defects of which the Buyer is aware at the time of conclusion of the contract or of which it is unaware due to gross negligence (Section 442 BGB). Furthermore, the Buyer's claims for defects presuppose that it has complied with its statutory obligations to inspect and give notice of defects (Section 377 HGB). If a defect becomes apparent upon delivery, inspection or at any later time, the Seller must be notified of this in writing without undue delay. In any event, obvious defects must be notified in writing within 5 (five) working days of delivery, and defects not recognisable during inspection within the same period from discovery.

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7.7. If the Buyer fails to carry out the proper inspection and/or notification of defects, the Seller's liability for the defect not notified, or not notified in time or properly, is excluded in accordance with the statutory provisions. In the case of Goods intended for installation, mounting or fitting, this also applies if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the Buyer shall in particular have no claims for reimbursement of corresponding costs ("removal and installation costs").

7.8. If the delivered item is defective, the Seller may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by the Seller is unreasonable for the Buyer in the individual case, the Buyer may reject it. The Seller's right to refuse subsequent performance under the statutory conditions remains unaffected.

7.9. The Buyer must give the Seller the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected Goods for inspection purposes. In the event of a replacement delivery, the Buyer must return the defective item to the Seller at the Seller's request in accordance with the statutory provisions; however, the Buyer has no claim to its return.

7.10. The expenses necessary 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 the Seller in accordance with the statutory provisions and these GTCS if a defect actually exists. Otherwise, the Seller may demand reimbursement from the Buyer of the costs arising from the unjustified request to remedy the defect if the Buyer knew or could have recognised that there was in fact no defect.

7.11. Claims of the Buyer for reimbursement of expenses pursuant to Section 445a (1) BGB are excluded, unless the last contract in the supply chain is a sale of consumer goods (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u BGB). Claims of the Buyer for damages or reimbursement of futile expenses (Section 284 BGB) shall exist, even in the case of defects in the Goods, only in accordance with Sections 8 – 10 of these GTCS below.

8. Other Liability

8.1. The Seller is liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions, unless otherwise stated in these GTCS, including the following provisions.

8.2. The Seller is liable for damages – regardless of the legal basis – within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, the Seller is liable, subject to statutory limitations of liability (e.g. care in its own affairs or insignificant breaches of duty), only

8.3. for damages resulting from injury to life, body or health;

8.4. for damages resulting from the breach of a material contractual obligation, i.e. an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the compliance with which the contractual partner regularly relies and may rely. In this case, however, the Seller's liability is limited to compensation for the foreseeable, typically occurring damage.

8.5. The limitations of liability resulting from Section 8.2 also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault the Seller is responsible for under statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee for the quality of the Goods has been assumed, nor to claims of the Buyer under the German Product Liability Act (Produkthaftungsgesetz).

8.6. The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if the Seller is responsible for the breach of duty. A free right of termination of the Buyer (in particular pursuant to Sections 650, 648 BGB) is excluded.

9. Intellectual Property and Confidentiality

9.1. Copyrights, patents, trademarks and other industrial property rights as well as know-how, trade secrets and rights to the associated non-public experiential knowledge, as disclosed by the Seller, where applicable, in offers, drafts, drawings, calculations, projects, software or other documents – including in electronic form – remain with the Seller. The Buyer is merely granted a simple, non-transferable and revocable right to use the items and information provided to the extent necessary for the purpose of the contract. Further rights of use require an express written agreement.

9.2. Without the Seller's prior written consent, the Buyer is not entitled to reproduce, modify, otherwise use, pass on to third parties or disclose the items and information referred to in Section 9.1 beyond the use stipulated in the contract. Reproductions required for use in accordance with the contract and disclosure to third parties engaged to perform the contract (e.g. vicarious agents, advisors) who are subject to a corresponding obligation of confidentiality remain permissible. Dismantling, tracing back or any other reverse engineering of the Goods or of information requiring confidentiality is not permitted. The Buyer is obliged to treat as strictly confidential all non-public information, documents and knowledge made available to it by the Seller or otherwise obtained in connection with the business relationship which are marked as confidential or whose confidentiality is evident from the circumstances, to use them exclusively for the purposes of the business relationship and not to pass them on or make them accessible to third parties.

9.3. The confidential information remains the property of the Seller. At the Seller's request, but no later than upon termination of the business relationship, the Buyer must, without undue delay, return all confidential information, including all copies, reproductions and records, to the Seller or – at the Seller's option – destroy or permanently delete it and, upon request, confirm the complete return or destruction in writing. Statutory retention obligations remain unaffected.

9.4. The Seller's rights under the German Trade Secrets Act (Geschäftsgeheimnisgesetz) remain unaffected.

10. Limitation Period

10.1. In derogation from Section 438 (1) no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period begins with acceptance.

10.2. Special statutory provisions on limitation remain unaffected.

10.3. The above limitation periods under sales law also apply to contractual and non-contractual claims for damages of the Buyer based on a defect in the Goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case.

10.4. Claims for damages by the Buyer within the scope of fault-based liability in the event of intent, pursuant to Section 8.2.1 of these GTCS and under the German Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

11. Export Control

11.1. The Seller's deliveries are subject to the proviso that there are no obstacles due to national or international export control regulations, in particular in the form of embargoes or sanctions.

11.2. The Buyer is obliged to provide all information and documents required for export or transfer.

11.3. Delays due to export checks or approval procedures extend deadlines and delivery times accordingly.

11.4. The Seller is entitled to terminate the contract if termination is necessary for the Seller to comply with national or international legal requirements.

11.5. The Buyer is obliged to comply with the applicable export control regulations.

12. No Re-export to Russia and Belarus

12.1. The Buyer shall not sell, export or re-export, directly or indirectly, (i) to the Russian Federation or for use in the Russian Federation, or (ii) to Belarus or for use in Belarus, any Goods supplied under or in connection with the contract that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or Article 8g of Council Regulation (EC) No 765/2006.

12.2. The Buyer shall undertake its best efforts to ensure that the purpose of Section 12 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

12.3. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section 12.

12.4. The Buyer shall immediately inform the Seller about any problems in applying Section 12, including any relevant activities by third parties that could frustrate the purpose of Section 12. The Buyer shall make available to the Seller information concerning compliance with the obligations under Section 12 within two weeks of a simple request for such information.

12.5. The obligations under Section 12 constitute an essential element of the contract. If the Buyer breaches any of these obligations, the Seller is entitled, without prejudice to further statutory and contractual rights, to withhold ongoing deliveries and to terminate the affected contract or the affected order for good cause with immediate effect or to withdraw from it.

12.6. If the Buyer culpably breaches its obligation under Section 12, it shall pay a contractual penalty for each case of breach, the amount of which shall be determined by the Seller at its reasonable discretion (Section 315 BGB) and which, in the event of a dispute, may be reviewed by the competent court for its appropriateness. The assertion of further damage remains unaffected; any forfeited contractual penalty shall be offset against any claim for damages.

12.7. The obligations under this Section apply without prejudice to directly applicable statutory prohibitions and requirements as well as any authorisation requirements under the applicable foreign trade and sanctions regulations, which apply in addition to the contractual restrictions.

13. Choice of Law, Place of Jurisdiction and Miscellaneous

13.1. These GTCS and the contractual relationship between the Seller and the Buyer are governed by the laws of the Federal Republic of Germany, excluding uniform international law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2. If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Munich. The same applies if the Buyer is an entrepreneur within the meaning of Section 14 BGB. However, the Seller is in all cases also entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or a prior individual agreement, or at the Buyer's general place of jurisdiction.

13.3. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.

13.4. Should individual provisions of the contract or of these GTCS be or become invalid or contain gaps, this shall not affect the validity of the remaining provisions.

General Terms and Conditions of Service

1. Scope of Application

1.1. These General Terms and Conditions of Service apply to all service and maintenance work performed by PHOTONICS SYSTEMS GmbH (hereinafter referred to as "PSG") for the Customer. They also apply to all orders for repairs, deliveries of spare parts, overhauls and other services and work agreed between PSG and the Customer.

1.2. Deviating or supplementary terms and conditions of the Customer shall not become part of the contract unless PSG expressly agrees to their validity in writing. This also applies if PSG performs the services without reservation in the knowledge of conflicting, additional or deviating terms and conditions of the Customer.

2. Conclusion of Contract and Scope of Services

2.1. PSG's service offers, in particular on its website, are non-binding and constitute a non-binding invitation to place an order.

2.2. The scope of services results from PSG's specific offers and from the agreed service contract.

2.3. The purpose of maintenance is to preserve the agreed condition of a system. PSG assumes no responsibility for a particular operating result or a particular availability of the system.

2.4. PSG performs the services in accordance with the generally accepted rules of technology and taking into account the system manufacturer's guidelines known to PSG.

2.5. The service contract and/or an order placed with PSG does not release the Customer from inspections and measures imposed on it by statutory provisions or other regulations, unless this has expressly been made part of the scope of services with reference to the respective provision or regulation.

3. Definitions

3.1. The terms used in the service contract and in these General Terms and Conditions of Service have the following meanings:

3.2. Operating hours are on working days (Monday – Friday, excluding public holidays at PSG's registered office) between 8:00 a.m. and 5:00 p.m.

3.3. Spare parts are original parts of the manufacturer or equivalent components. Removed parts remain the property of the Customer and, where applicable, are to be disposed of by the Customer.

3.4. Repair means any measure to restore the system to the agreed condition.

3.5. Malfunction means a condition of the system that prevents or impairs the use of the system.

3.6. Maintenance: Comprises measures to delay the process of wear, in particular by adjusting the system or replacing materials that are typically subject to wear. The maintenance services are performed by PSG on its own responsibility. In particular, PSG may determine when and in what manner the maintenance services are performed.

4. Customer's Obligations to Cooperate

4.1. The Customer shall ensure that PSG is given the access to the Customer's premises required for the performance of the services.

4.2. In addition, PSG shall be given the necessary remote access (hereinafter "Remote Access") to all systems required for the performance of the services, as well as sufficient authorisations for these systems. For this purpose, the Customer shall provide PSG with a telecommunications connection to the system.

4.3. In addition to monitoring, Remote Access may also be required to remedy malfunctions. If a malfunction cannot be remedied via Remote Access because the Customer has not established such ac-

cess, and an on-site visit therefore becomes necessary, the costs incurred for this shall be charged on a time-and-material basis in accordance with Section 2.3 of the service contract.

4.4. The Customer is responsible for compliance with data protection regulations and for the permissibility of the Remote Access.

4.5. The Customer shall ensure that PSG is provided, unsolicited and in good time, with all information required for the services.

4.6. A prerequisite for the performance of the services under the service contract is that the Customer does not, without prior agreement, move the system to a location other than that agreed upon conclusion of the service contract, does not modify it and does not operate it under different conditions of use.

4.7. The Customer shall support PSG in every respect in the performance of the services.

4.8. When operating the system, the Customer shall observe the manufacturer's operating instructions and guidelines. The Customer shall notify PSG without undue delay of any irregularities in the system.

5. Response and Restoration Times

Binding response and restoration times only exist if they are expressly designated and agreed as such. Otherwise, they are non-binding guide values.

6. Retention of Title

6.1. The items delivered by PSG to the Customer (spare parts, laser sources, etc.) remain the property of PSG until full payment of all claims arising from the business relationship.

6.2. The Customer may neither pledge the items delivered subject to retention of title nor transfer them by way of security. The Customer must notify PSG in writing without undue delay if an application is made for the opening of insolvency proceedings or if third parties access the items belonging to PSG.

7. Obligations to Inspect and Give Notice of Defects

7.1. The Customer shall inspect PSG's services without undue delay, in particular for completeness and basic functionality and operability.

7.2. Defects must be notified to PSG in writing without undue delay. The notice of defects should contain a description of the defects that is as detailed and specific as possible.

7.3. If the Customer fails to carry out the inspection or to give notice of defects without undue delay, any defect shall be deemed cured.

8. Warranty

8.1. The Customer is entitled to the statutory warranty rights for the services owed under the service contract, unless otherwise provided below.

8.2. PSG is not liable for defects of which the Customer is aware at the time of conclusion of the contract or of which it is unaware due to gross negligence. In the case of a purchase contract, the Customer's claims for defects presuppose that it has complied with its statutory obligations to inspect and give notice of defects.

8.3. In the event of a defect, PSG may choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery).

9. Liability

9.1. Unless otherwise stated in these General Terms and Conditions of Service, PSG is liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.

9.2. PSG is liable for damages – regardless of the legal basis – within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, PSG is only liable (i) for damages resulting from injury to life, body or health, and (ii) for damages resulting from the breach of a material con-

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tractual obligation (i.e. an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, PSG's liability is limited to compensation for the foreseeable, typically occurring damage.

9.3. The limitations of liability resulting from Section 9.2 also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault PSG is responsible for under statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee has been assumed, nor to claims of the Customer under the German Product Liability Act (Produkthaftungsgesetz).

9.4. A free right of termination of the Customer (in particular pursuant to Sections 650, 648 BGB) is excluded.

10. Limitation Period

10.1. The general limitation period for the Customer's claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period begins with acceptance.

10.2. The above limitation periods also apply to contractual and non-contractual claims of the Customer based on a defect, unless the application of the regular statutory limitation period would lead to a shorter limitation period.

10.3. Claims for damages by the Customer based on intentional breaches of duty, for damages resulting from injury to life, body or health and under the German Product Liability Act shall become time-barred exclusively in accordance with the statutory provisions.

11. Assignment, Rights of Set-off and Retention

11.1. The Customer may only assign rights and obligations under this contract with PSG's prior written consent.

11.2. The Customer is only entitled to rights of set-off or retention if its claim has been legally established or is undisputed.

12. Final Provisions

12.1. Should any provision of these General Terms and Conditions of Service be wholly or partially invalid, this shall not affect the validity of the remaining provisions.

12.2. These General Terms and Conditions of Service are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

12.3. The exclusive place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions of Service is Munich. PSG is also entitled to bring an action at the place of performance of the service or at the Customer's general place of jurisdiction.

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