

1. Application

- 1.1 These General Terms and Conditions ("GTC") shall only apply if the customer is an entrepreneur (§ 14 of the *Bürgerliches Gesetzbuch* (the German Civil Code, the "BGB")), a legal entity under public law or a public-law special fund.
- 1.2 Offers, contracts, deliveries and other services ("*Delivery*") of TRELLEBORG ANTIVIBRATION SOLUTIONS GERMANY GmbH ("*TAVSDE*") shall take place solely based on the following GTC as amended from time to time. These GTC are available online at "<https://www.trelleborg.com/anti-vibration-solutions/home/about-us/avs-terms-and-conditions>" freely at any time and may be saved by the customer in a reproducible form and printed.
- 1.3 These GTC shall apply, unless otherwise agreed, as a master agreement in the version valid at the time of the order, or in any case in the version last disclosed to the customer in the text-form (*Textform*), also for any future transactions concerning the sale and/or delivery of movable objects to the same customer without TAVSDE having to refer to them again in every single case.
- 1.4 Purchasing conditions, as well as any other provisions of the customer, such as quality assurance, warranty or logistics agreements, are hereby expressly objected to. Deviating agreements concerning the GTC of TAVSDE shall apply exclusively if they are confirmed by TAVSDE in writing as an addendum to these GTC – and in so far only for the specific case. This confirmation requirement shall apply in any case, e.g. also if TAVSDE performs the delivery to the customer without reservations in spite of knowing of the above conditions of the customer.

1.5 The ineffectiveness of individual provisions shall be without prejudice to the validity of these conditions apart from that.

2. Entering into the contract, type and scope of delivery, documents, property rights and on-call orders

- 2.1 Our offers are subject to confirmation and may be made in writing or in the form of an email. A contract shall – in the absence of a special agreement – be entered into at receipt of the order confirmation submitted by TAVSDE in writing or by email by the customer. If we do not confirm the order, the contract shall be entered into at the latest when the order is executed.
- 2.2 Our order confirmation shall be solely dispositive for the type and scope of our delivery. If such an order confirmation is not present, but TAVSDE made an offer with a time commitment and this order was accepted by the customer in time, this offer shall decide about the type and scope of delivery.
- 2.3 There are no verbal side agreements at entering into the contract. Any individual agreements expressly entered into from case to case between the customer and TAVSDE (including any side agreements, restatements and amendments) shall in each case take precedence over these GTC – provided that they were entered into after execution of the contract. For the content of such individual agreements, a written contract or – if there is none – TAVSDE's order confirmation in accordance with item 2.1 to the customer shall be dispositive subject to the counter-evidence by the customer.
- 2.4 We reserve title and copyright in any cost estimates, drafts, drawings and other documents; they must not be changed and must only be made accessible to any third parties upon our express advance written consent. Any drawings and other documents submitted by us for offers shall be returned at any time upon request, and in any case if the order is not placed.
- 2.5 If we have supplied any objects according to the drawings, models, samples or other documents provided by the customer, the customer shall assume the warranty for third-party property rights not being infringed. If any third parties forbid us specifically to produce and deliver such objects with reference to property rights, we shall – without being obligated to review the legal situation – have the right to cease any further work in this respect and – as far as the customer is at fault for the violation of property rights – to claim compensatory damages (on this, also see item 11.5). The customer shall indemnify TAVSDE without undue delay for any claims

of third parties, costs and other damage (including lawyers' fees) that arises for TAVSDE in connection with documents provided to it from violation of the provisions of this item 2.5 due to the fault of the customer.

- 2.6 In case of on-call orders, we shall have the right to procure the material for the entire order, and to produce the entire amount ordered at once. Therefore, any change requests of the customer can no longer be considered after the order is placed, except if this was expressly agreed.

3. Tools

- 3.1 All tools, pressing molds, dies and models, as well as test facilities, shall remain the property of TAVSDE unless otherwise agreed upon with the customer. After processing of the respective order, these objects shall remain in possession of TAVSDE and shall be kept by TAVSDE for future orders for an appropriate period to be determined by TAVSDE without any obligation. Any commercial property rights and the copyright that may be present in these tools or materials underlying them – e.g. drawings, etc. – shall remain with TAVSDE. As far as there are such rights, reproduction of the above objects is prohibited.
- 3.2 Any tool costs invoiced by TAVSDE shall always be prorated tool costs only. These prorated costs shall include the regular and preventive maintenance, monitoring of production piece numbers, execution of any required repairs, storage/keeping of the tools, their insurance and the warranty that these tools are ready for operation with the exception of appropriate maintenance and repair times.
- 3.3 Subsequent tools, i.e. the tools that will replace tools previously used in production when the agreed output quantity is reached, will be at the expense of the customer and shall be invoiced separately.

4. Service description

- 4.1 The properties of the delivery and service object shall be finally described by expressly agreed performance characteristics (e.g. specifications, markings, release, other information). Other properties of the deliveries and services than those expressly agreed shall not be owed. Any warranty exceeding the warranty for this agreement on properties concerning a specific purpose or suitability, duration of use or durability after passing of the risk shall only be assumed as far as this has been expressly agreed in writing at entering into the contract; apart from this, the risk of suitability and use shall be with the customer exclusively. We reserve commercial or technically unavoidable deviations of physical and chemical values, including colors, recipes, procedures and the use of raw materials, as well as the right to deliver order quantities deviating in quantity within a reasonable scope, provided that this is not unreasonable for the customer.
- 4.2 Information on the delivery and service object (e.g. in catalogues, product information, electronic media or on labels) shall be based on our general experience and shall only be references or markings. Both these product details and expressly agreed performance characteristics/usage purposes shall not release the customer from testing the suitability of the goods for the intended purpose.
- 4.3 Information on properties and usage options of our goods shall not include any guarantees, specifically not in accordance with §§ 443, 444, 639 BGB, unless these are expressly designated as such in writing at entering into the contract.

5. Delivery and delivery term

- 5.1 Delivery time indications shall – even if a delivery date is agreed with the customer – only be approximates and non-binding, except if the delivery date has been expressly agreed as fixed, i.e. if it has been determined in writing that the customer is no longer interested in the delivery after the deadline has passed. A confirmed delivery date shall be subject to correct, complete and timely delivery to us by our upstream suppliers. The delivery term shall be complied with if the delivery object has left our factory by its end or if we have informed the customer of readiness for dispatch. The delivery term shall not commence while the customer has not properly met its obligations, such as provision of technical data and documents, approvals and downpayments or handovers of a payment guarantee.

- 5.2 We shall have the right to make partial deliveries at a scope that is reasonable for the customer.
- 5.3 Events of force majeure, as well as other circumstances for which we are not at fault and that make timely execution of orders assumed impossible shall release us from the delivery obligation assumed by us for the term of their presence. Accordingly, we do not assume any procurement risk. We shall have the right to withdraw from the contract if we do not receive the delivery object in turn in spite of the prior entering into of a corresponding purchasing agreement with a supplier; such shall be without prejudice to our responsibility for intent or negligence according to the proviso of item 11. We will inform the customers without delay about the lack of timely availability of the delivery object and reimburse any remuneration paid to us already without undue delay in case of withdrawal by us.
- 5.4 As a rule, the return of sold goods that are free from defects shall be excluded.
- 5.5 The application for opening of bankruptcy proceedings, making of an affidavit in accordance with § 807 of the *Zivilprozessordnung* (the Code of Civil Procedure), arising payment issues or any essential deterioration of the asset situation of the customer becoming known shall entitle us to cease deliveries immediately and to refuse performance of current contracts unless the customer pays the remuneration or provides appropriate collateral upon our request.
- 5.6 If the customer enters default of acceptance or culpably violates any other secondary obligations, we shall have the right to demand reimbursement for the damage incurred by us in this respect, including any additional expenses. Further claims are reserved. If the customer has entered default of acceptance or payment, the risk of accidental destruction or accidental deterioration of the goods shall pass to the customer.
- 5.7 If the goods are sent to the customer or to a third party at the customer's request, the risk of accidental destruction or accidental deterioration of the goods shall in doubt pass to the customer at dispatch, and at the latest when it leaves the factory/warehouse. This shall apply independently of whether the goods are dispatched from the warehouse or who bears the freight costs.
- 6. Reservation of title**
- 6.1 All deliveries shall remain the property of TAVSDE until complete payment of all claims of TAVSDE that exist at the time of entering into the contract from the delivery relationship with the customer. If TAVSDE has accepted checks in lieu of performance in the customer's interest, all deliveries shall remain the property of TAVSDE until complete settlement of such liabilities. The inclusion of individual claims in a current invoice, as well as balancing and acceptance of this shall not affect the reservation of title.
- 6.2 The customer shall have the right to process and finish the delivered objects within the scope of its common business operation. The customer shall perform finishing and processing of the delivered objects for TAVSDE, without TAVSDE incurring any obligations from this. In case of processing, combining, mixing or blending of the delivered objects with any other goods not delivered by TAVSDE, TAVSDE shall be due a shared property in the new object at the ratio of the value invoiced for the delivered objects to the remaining goods processed at the time of processing, combination, mixing or blending. If the customer acquires sole property in the new object by law, it hereby grants TAVSDE shared title at the ratio described above in the new object, and commits to keep the object free of charge for TAVSDE.
- 6.3 If the customer sells the delivered object or the object subject to shared title in accordance with item 6.2, or together with goods not belonging to TAVSDE, the customer hereby assigns the claims resulting from further sale to TAVSDE at the amount of the value of the delivered objects, including all ancillary rights. TAVSDE accepts the assignment. If the sold object is subject to shared title of TAVSDE, assignment of the claim shall cover the amount that corresponds to the value of TAVSDE's share in the shared title. TAVSDE authorizes the customer, subject to revocation, to collect the claims assigned to TAVSDE. If the customer enters default with its obligations towards TAVSDE, the customer shall report any debtors of the claims assigned to TAVSDE. Furthermore, the customer must report the assignment to the debtors. TAVSDE also shall have the right in this case to disclose the assignment as such towards the respective debtors and to make use of the collection rights of TAVSDE.
- 6.4 If the customer does not act in accordance with the contract, and specifically if the customer enters default of its payment obligations, or violates its obligation to treat the delivered object with care, TAVSDE shall have the right to withdraw from the contract upon issuing a warning and setting a grace period, and to recover the delivered object. In this case, the customer is obligated to release the object after declaration of withdrawal by TAVSDE.
- 6.5 The customer shall only be authorized and entitled to further sale of the delivered object in the common, proper course of business and only with the proviso that any claims assigned to TAVSDE according to the above item 6.3 also actually pass to TAVSDE. The customer shall not have the right to make any other disposals of the delivered objects. The customer specifically also must not pledge the delivered object or transfer it as collateral.
- 6.6 The customer must inform TAVSDE without undue delay about any enforcement measures of third parties concerning the delivered object subject to reservation of title or the claims assigned to TAVSDE and provide the documents required for objection.
- 6.7 A customer not resident within the country shall take any actions required by law or otherwise in order to make the reservation of title of TAVSDE as intended in these terms and conditions of sale and delivery effective in the country to which the delivery takes place.
- 6.8 TAVSDE commits to releasing collateral upon the customer's request at the choice of TAVSDE if the value that can be realized from the collateral granted to TAVSDE exceeds the claims of TAVSDE by more than 10%.
- 7. Prices and payment**
- 7.1 Unless otherwise agreed on in writing, our prices are given in EURO ex delivery works, and are stated exclusive of VAT and packaging costs.
- 7.2 Raw material, wage, energy and other cost changes not foreseen by us and not due to our fault shall entitle us to adjust the prices accordingly. For partial deliveries, each delivery may be invoiced separately. If no prices have been agreed at entering into the contract, our prices valid at the day of delivery shall apply.
- 7.3 Our invoices shall be due for payment at once and payable without deduction. Deduction of discount shall only be permitted at separate written agreement.
- 7.4 We are not required to accept any bills of exchange, checks and other payment promises; they shall always be accepted in lieu of performance.
- 7.5 The date of receipt of the payment shall be the day on which the amount is available to us or credited to our bank account. In case of payment default of the customer, we shall have the right to charge interest at 9% p.a. above the base interest rate for the duration of the default, as well as a flat rate of EUR 40 in accordance with § 288 para. 4 BGB. The right to assert any further compensation claims shall not be limited by this.
- 7.6 We do not pay any interest for advance or down payments.
- 8. Set-off and retention rights**
- 8.1 Set-off against counter-claims – as far as they are not undisputed or have not been finally determined – are prohibited.
- 8.2 The retention of due payments due to any claims of the customer against TAVSDE shall be excluded, except if the retention right is based on claims of the customer from the same contractual relationship with TAVSDE.

9. Complaint about defects

- 9.1 The customer shall meet its examination and complaint obligations in accordance with §§ 377, 438 of the *Handelsgesetzbuch* (the Commercial Code, the "HGB"). TAVSDE does not waive the objection of delayed complaint about defects. Any warranty claims against TAVSDE for defects not reported or reported too late shall be excluded.
- 9.2 A complaint concerning obvious defects shall be excluded as soon as the goods have been processed or integrated into another object. Defects of a part of the delivery cannot lead to any complaint concerning the entire delivery, except if it is unreasonable for the customer to accept the defect-free part of the delivery.
- 9.3 The complaint about defects must show which defect is reported specifically. The defect must be described as precisely as possible, e.g. for example the type of defect or the functional issue must be indicated. The customer must give TAVSDE the opportunity of inspecting the alleged defect at its office.

10. Claims for defects

- 10.1 We are liable for any complaints reported in accordance with item 9 of these GTC in the goods delivered by us only in accordance with the following provisions:
- 10.2 At delivery of defective goods, we must initially be given opportunity to sort out and remove defects or make a subsequent delivery before commencement of production (processing or installation), except if this is unreasonable for the customer, and only as far as the customer proves that the defect was present at passing of the risk already.
- 10.3 If the defect is only found after start of production or commissioning in spite of meeting the obligation in accordance with item 9 and § 377 HGB, the customer may demand subsequent performance (at our choice either by improvement or by replacement delivery), provided that the customer proves that the defect was present already at passing of the risk.
- 10.4 The customer shall give us the opportunity to inspect the goods subject to complaint without undue delay in case of complaint; in particular, the goods subject to complaint shall be provided to us upon our request and at our expense. TAVSDE may demand that the customer reimburse it for any costs resulting from the unjustified demand for removal of defects (in particular testing and transport costs), except if the customer was unable to recognize that there was no defect. In case of replacement delivery, the customer shall be obligated to return the defective goods upon request. Only to defend against unreasonably high damage or at default of removal of defects by TAVSDE shall the customer have the right to improve upon the advance written consent of TAVSDE or to demand reimbursement for adequate costs for this.
- 10.5 The place of subsequent performance shall be at the site of delivery. This shall not apply if TAVSDE chooses improvement as subsequent performance and the delivered object to be improved cannot be transported to TAVSDE.
- 10.6 If there are any defects, the customer shall have a retention right in the purchasing price only as far as this is at an appropriate ratio to the defects and the expected costs of subsequent performance, and its counter-claim is based on the same contractual relationship.
- 10.7 If the subsequent performance fails, i.e. if TAVSDE lets any appropriate grace period set for TAVSDE for subsequent performance pass, two improvements or one replacement delivery are performed and the reported defect was not remedied by this, or if TAVSDE refuses any required improvement or replacement delivery without justification, improperly delays it or if improvement is not reasonable for the customer for any other reasons, and if the prerequisites of §§ 281 para. 2 or 323 para. 2 BGB are met, or if TAVSDE rightfully refuses subsequent performance due to disproportionality (cf. item 10.8 GTC) may the customer generally assert the legally intended remedy of withdrawal or reduction instead of improvement and subsequent delivery, as well as claims to compensatory damages or reimbursement for expenses, but the latter within the scope of item 11 GTC. However, the customer shall not have any withdrawal rights in case of only minor defects.

10.8 Apart from this, TAVSDE shall not be obligated to make an improvement or replacement delivery if this is only possible at disproportionate costs. Any form of subsequent performance may be refused by TAVSDE if both the expected costs for improvement and those for replacement delivery would exceed the purchasing price for the contractually owed delivered object by 100%.

10.9 There shall be no claims due to defects if there are only minor deviations of the goods from the agreed properties, minor impairment of usability and, if the defect is due to violation of operating, maintenance and installation provisions, unsuitable or improper use or storage, defective or negligent treatment or installation, natural wear or actions taken by the customer or by any third parties on the delivered object. Claims and costs of the customer that are applied within the scope of subsequent performance, reversal and/or claims for compensatory damages, in particular for transport, travelling, work and material costs, shall be excluded as far as they have resulted because the goods delivered by us were taken to a different location than the agreed place of performance after passing of the risk. This shall not apply as far as transport of the goods corresponds to their intended use and this is known to us.

10.10 For any goods that we do not deliver as new goods according to the agreement any claims for strict liability regardless of fault – e.g. claim for subsequent performance (repair or replacement delivery), withdrawal or reduction - shall be precluded without prejudice to any other right.

10.11 Compensatory damages and reimbursement for expenses must only be demanded according to the proviso of item 11.

11. Liability

11.1 The customer may assert claims for compensatory damages, no matter the legal reasons, as far as these are due to willful or grossly negligent violation of the contract or any such violation of duty at contract negotiations by TAVSDE, legal representatives or vicarious agents of TAVSDE.

11.2 In case of violation of cardinal duties, i.e.

- (a) in case of essential violations of duties that endanger achievement of the contractual purpose, or
- (b) in case of violation of duties the performance of which is required for proper execution of the contract and the compliance with which the customer may regularly rely on ("Cardinal Duties"),

TAVSDE shall also be liable in case of slight negligence, but limited to reimbursement for the typical and foreseeable damage from the customer's interest in performance recognizable for TAVSDE at entering into the contract.

11.3 Unless otherwise agreed in these provisions, all compensation claims of the customer for damages of any kind, also of reimbursement claims for expenses and indirect damage, such as production standstill, shall be excluded. This shall apply specifically to any claims due to any violations of duties from the contractual relationship and tort. The exclusion of liability shall apply even if TAVSDE has used any servants or vicarious agents.

11.4 This exclusion of liability shall not apply to any claims from the *Produkthaftungsgesetz* (the Product Liability Act) or if any guarantee was assumed for the properties of the object of delivery or the procurement risk and if TAVSDE maliciously concealed any defect of the delivered object. Furthermore, the exclusion of liability shall not apply to any damage from injury to life, limb, or health. The exclusion shall also not apply to the last seller recourse according to §§ 474, 478 BGB.

11.5 Concerning any infringements of property rights in connection with sale of our goods, we shall be liable according to the above provisions, if and to the extent that such property rights that are valid in the Federal Republic of Germany and published at the time of our delivery are infringed by proper use of our goods. This shall not apply to the extent that we have produced the delivered objects according to drawings, models or other descriptions or information of the customer that were provided by the customer and did not know or did not have to know in connection with the products developed by us that this infringes any third-party property rights. In this

case, our customer shall be liable for any property rights infringements that have occurred already or that will occur in future (cf. item 2.5 above). The customer shall be liable for informing us without undue delay about any possible or alleged property rights infringements that become known to it and indemnify us for any third-party claims and any costs and expenses arising from this.

- 11.6 The customer shall only have a recourse claim against us as far as the customer and its purchaser have not concluded any agreements exceeding the claims for defects and liability standards required by law. Unless otherwise agreed in writing, the scope of a potential recourse claim of the customer against us shall be subject to the provisions in the items 10 and 11.1 to 11.6 and 12 accordingly.

12. Limitation of claims due to defects

- 12.1 The statute of limitations of § 438 para. 1 no. 3 BGB, § 445b para. 1 BGB or § 634a para. 1 no. 1 BGB for any claims from defects shall be twelve (12) months after handover of the delivered objects or – if acceptance was agreed – from acceptance of the delivered object, unless deviating agreements have been entered into from case to case. The tolling of the statute of limitations from § 445b para. 2 shall end after three (3) years.

- 12.2 In derogation therefrom, the statutory limitation periods shall apply in the scope of application of § 438 para. 1 no. 3 BGB, § 445b para. 1 and para. 2 or § 634a para. 1 no. 1 BGB:

- for any damage from injury to life, limb, or health caused by any defect for which TAVSDE is at fault,
- if the defect is based on a willful or grossly negligent violation of duty by TAVSDE,
- in case of malicious concealing of a defect,
- in case of guarantees (§§ 444 and 639 BGB), and
- if the last contract in the delivery chain in accordance with § 445a BGB is a consumer contract (as contemplated by § 474 BGB).

- 12.3 Such shall be without prejudice to the claims from the Product Liability Act and the legal provisions concerning tolling of the statute of limitations, suspension and recommencement of the periods.

- 12.4 The claims to reduction and exercise of a right of rescission shall be excluded to the extent that the claim to performance or subsequent performance has lapsed, no matter if we cite the lapsing of the above claims.

13. Place of performance, venue, other agreements

- 13.1 The customer shall be entitled to assign its claims from the contractual relationship only with our advance written consent.

- 13.2 The customer shall keep any knowledge and information of a technical and business nature ("*Secret Information*") received from us within the scope of the delivery relationship secret from any third parties even beyond the duration of the delivery relationship, as long as and to the extent that the customer cannot prove that the Secret Information was already known or obvious to it at the time it was acquired by the customer or became oblivious later without its fault, or was developed verifiably entirely independently by the customer or acquired from a third party without any violation of duties of secrecy. Any documents disclosed by us concerning Secret Information, specifically any drawings that are exchanged in the scope of cooperation are and remain our property and must be returned to us upon our request, at the latest at termination of the delivery relationship. Any type of license in Secret Information shall require a written agreement. The customer shall not be entitled to any right of retention concerning Secret Information or the corresponding documents or materials.

- 13.3 The customer guarantees that it does not directly or indirectly maintain any business or other connections to terrorists, terror associations, or other criminal or unconstitutional organizations. In particular, the customer shall take appropriate organizational measures to ensure implementation of the EC regulations no. 2580/2001 and 881/2002 and the corresponding US and/or other corresponding provisions applicable in the context of the delivery relationship within the scope of its business operation, in particular by using

appropriate software systems. As soon as any goods have left our respective operating site, the customer shall be solely responsible for compliance with the above provisions and shall indemnify us against any claims and costs asserted against us due to any corresponding infringement of rights by the customer, its affiliated companies or employees, representatives and/or vicarious agents – including appropriate lawyer's and consultant's fees or administrative fees or fines resulting from the named violations of rights.

- 13.4 We shall properly observe such provision directly applicable to us from the European chemicals regulation no. 1907/2006 ("*REACH*") and are responsible for this according to the proviso of item 8. The customer shall be solely responsible for any negative consequences due to insufficient information of the customer, specifically due to any wrong or incomplete instructions for use within the supply chain.

- 13.5 The place of performance of any claims arising from the business relationships, specifically from our deliveries, shall be the respective site from which the delivery is performed.

- 13.6 The exclusive venue for any claims arising from the business relationships, specifically from our deliveries, shall be D-16727 Velten, Berliner Strasse 17, Germany. This venue shall also apply to disputes concerning the development and effectiveness of the contractual relationship. We shall, however, have the right to raise a claim against the customer before the courts competent for its seat as well.

Towards customers headquartered abroad, we shall also have the right to have any differences of opinion or disputes arising out of or in connection with the business relationship decided under exclusion of the proper course of law based on the arbitration rules of the Zurich Chamber of Commerce, through one (1) or three (3) arbitrators appointed in accordance with these rules. The arbitration court shall be located in Zurich, Switzerland. The arbitration proceedings shall be held in the German language. The arbitration award shall be final and binding upon the parties involved. However, in case the customer wants to file a suit against us, the customer shall be entitled to first demand from us that we execute our right to choose or not to choose arbitration.

- 13.7 The law of the Federal Republic of Germany shall apply exclusively, subject to exclusion of its international private law, as far as this refers to application of any other legal rules. Application of the United Nations Convention on Contracts for the International Sale of Goods (C.I.S.G.) and any other bilateral and multilateral conventions targeting at harmonization of international purchases shall be excluded.

14. Data Protection and Confidentiality

- 14.1 TAVSDE processes personal data in accordance with the General Data Protection Regulation (GDPR) and the German Data Protection Act only. TAVSDE is obliged to inform the data subject where personal data are collected from in accordance with section 13 GDPR. Purchaser will find the required information under the following link: <https://www.trelleborg.com/en/anti-vibration-solutions/about-us/terms-and-conditions>

- 14.2 The Purchaser shall maintain strict confidentiality with respect to confidential information the Purchaser gains knowledge of, i.e., all data and information that the Purchaser learns of in connection with the contractual relationship with TAVSDE ("*Confidential Information*"). The Purchaser shall use Confidential Information only for the purposes of the contract entered into with TAVSDE and shall not disclose such to third parties or make such available to third parties in any other manner without TAVSDE's explicit prior written consent. Furthermore, the Purchaser shall safeguard Confidential Information against access by third parties. In doing so, the Purchaser must exercise the same degree of care applied when handling its own Confidential Information; at minimum the Purchaser must exercise reasonable care. The Purchaser shall impose on its employees the same obligations to maintain confidentiality with respect to Confidential Information. The Purchaser shall immediately notify TAVSDE in writing should the Purchaser learn of a breach of the confidentiality clause that is impending or has already transpired or where the Purchaser has become suspicious of such. Purchaser has to refrain from any reverse engineering except as allowed by Sec. 69e German Copyright Act (Urhebergesetz), i.e. backward analysis by observing, inspecting,

dismantling or testing the goods for the purpose of acquiring the trade and business secrets embodied in such items.

- 14.3 The obligation to maintain confidentiality with respect to Confidential Information is not applicable where the Purchaser proves that
- the Confidential Information was already known to the Purchaser before such was communicated by TAVSDE;
 - the Purchaser received the Confidential Information lawfully from third parties without an obligation to maintain confidentiality being imposed;
 - the Confidential Information is public knowledge or has become public knowledge without any breach of the obligation to maintain confidentiality set out herein;
 - this Confidential Information had been or is being developed by the Purchaser independently from the communication of such by TAVSDE.
- 14.4 Under no circumstances TAVSDE grants any property rights, license rights, reproduction rights, rights of use or other rights to TAVSDE's Confidential Information granted hereby, irrespective of whether or not intellectual property rights in such exist.
- 14.5 At TAVSDE's request, the Purchaser must immediately return to TAVSDE or in case of electronic transfer delete all Confidential Information received, with the sole exception (i) of copies that are required to be retained in order to satisfy regulations mandated by law or (ii) for routinely made back-up copies of electronically exchanged data. Sec. 14.1 shall apply to these copies without restriction.
- 14.6 The confidentiality obligation shall survive for a period of three (3) years after the end of the contract.