

**I. General Provisions**

- These General Terms and Conditions of Delivery and Sale (hereinafter "GTD") govern all Sale Agreements between Eidotech and the Client and constitute an integral part of the Sale Agreement concluded between Eidotech and the Client, unless the Parties expressly exclude applicability of these GTD or particular provisions thereof or explicitly amend particular provisions of these GTD in the Sale Agreement.
- These GTD along with the Sale Agreement form the basis of the sale by Eidotech to a respective Client. For the avoidance of doubt, these GTD do not apply to consumers.
- No other provisions, documents or representations shall constitute any basis for the formation of a legal relationship of the Parties, unless the Parties expressly agree otherwise in the Sale Agreement, in particular the Client's or any third party's general terms and conditions (if any) are excluded from the agreement and do not apply to the agreement between Eidotech and the Client.
- Eidotech's offers are subject to acceptance within the time specified in the offer or, if there is no such time specified, within 14 (fourteen) days of the date of the offer.
- In case of any discrepancies between the Sale Agreement and these GTD, the Sale Agreement (exclusive of these GTD) shall prevail.

**II. Definitions**

Unless expressly stated otherwise, all terms in these GTD beginning with capitalised letters shall have the following meaning:

**„Client“**

means a businessperson ("Unternehmer") within the meaning of art. 14 German Civil Code, a public sector legal entity or a special body or fund under public law, excluding consumers within the meaning of art. 13 of the German Civil Code, being a party to the Sale Agreement;

**„Confidential Information“**

means the fact that the Sale Agreement has been negotiated and signed and any information of technical, financial or other commercial or confidential nature concerning the Parties and the terms and conditions of the Sale Agreement, including correspondence related to the Sale Agreement, disclosed by one Party to the other Party directly or indirectly either before or after the Sale Agreement is signed;

**„Shipping Note“**

means a document based on which the Goods are released to the Client signed by the Client or person authorised by the Client or a carrier, in particular but not limited to a shipping note or handing over protocol;

**„Eidotech“**

means EIDOTECH GmbH (limited liability company) with its registered office in Berlin and business address at Schlesische Str. 38, 10997 Berlin, Germany, entered into the commercial register of Local Court Berlin (Charlottenburg) under No HRB 114231, TAX ID No 37/273/30157;

**„Force Majeure“**

means any circumstance or event beyond the control and without the fault or negligence ("Verschulden") of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent. Force Majeure includes in particular (but is not limited to) the events of:

- war, invasion, acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
- epidemics, pandemics, earthquakes, flood, fire or other physical natural disaster, including but not limited to weather conditions such as e.g.

hurricanes, inundations, snow storms, regardless of severity;

- strikes and lawful lock-outs at national level or other industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected Party, its subcontractors or its suppliers and which is specific to the performance of the Sale Agreement.

**„Goods“**

means any movable objects new or used being for sale in Eidotech's offer.

**„Made-to-order goods“ or „specially manufactured Goods“**

means Goods manufactured exclusively at the Client's request or according to the Client's specification. This category includes any Goods for which additional testing, programming etc. is required.

**„Parties“**

means Eidotech and the respective Client, being the parties to the Sale Agreement.

**„Sale Agreement“**

means the sale agreement executed between Eidotech as a seller and the respective Client, as a buyer, based on proposed by Eidotech terms and conditions accepted by the Client and subsequently confirmed by Eidotech, all Client's orders accepted and approved by Eidotech, and any arrangement of the Parties made in writing or by electronic means (e-mail), in particular covering:

data identifying the Client and the Client's representatives responsible for the performance of the Sale Agreement;

type and number/quantity of the Goods and their specification(s);

amount and date of payment of the price, as net value;

date, place and conditions of delivery/collection of Goods;

Client's declaration of these GTD's acknowledgement.

For the avoidance of doubt, Eidotech's accepted offers, order confirmations, delivery notes, as well as any purchase contract document, signed or approved by authorized representatives of Eidotech and the Client, constitute valid Sale Agreement binding upon the Parties.

**III. Deliveries**

- The period for delivery shall commence on the date on which the Sale Agreement is executed. The delivery date given in the Sale Agreement is an approximate date, unless it is explicitly confirmed by Eidotech as a fixed date.
- Delivery of Goods shall take place at the place agreed between the Parties. Unless and to the extent expressly agreed otherwise between the Parties, delivery of the Goods shall be made EXW (Incoterms 2020) from Eidotech's warehouse.
- Unless stated otherwise in the Sale Agreement, any transport of the Goods to the Client organized by Eidotech at the Client's request shall be at the Client's expense.
- The Client shall check the completeness of the Goods and their technical condition without undue delay upon their receipt, but no later than within 3 days upon their receipt, and shall report to Eidotech any defects of the Goods that can be detected by a reasonable inspection without undue delay. By receiving the Goods and / or signing the Shipping Note, the Client confirms, to the extent the Client does not report any defect pursuant to phrase 1 of this section 4, the Goods' completeness, efficiency and fitness for the intended purpose. Where Eidotech provides the Client with guidelines for the inspection of incoming Goods, the Client shall follow such guidelines.
- Eidotech reserves the right to inspect the reported defect at the place of delivery. If the inspection shows no defects in the Goods and the Client could have realized this, the Client shall be liable for costs incurred by Eidotech in connection therewith.

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**General Terms and Conditions of Delivery and Sale (GTD)**

6. If the Client fails to notify of a defect that was or could have been detected in the checks upon receipt within a period mentioned in section 4 above or fails to notify of a defect detected later without undue delay after its detection, the Client will have no claim on the basis of such defect.
7. In the event that a delivery of the Goods is delayed for reasons attributable to the Client, the risk shall pass to the Client at the time Eidotech or the carrier notifies the Client that the Goods are released or ready for dispatch, whichever is applicable.
8. Unless otherwise specified, packing of the Goods shall be in conformity with Eidotech's practice for the transport involved. Costs for special packing at the request of the Client are not included in the price of the Goods and shall be paid by the Client.
9. The ownership of the Goods shall be transferred to the Client at the time of paying the full price for the provided Goods (including taxes or other charges and fees if they were added to the price - or default interest for late payment). Unless in the event that the Client pays the full amount due for the delivered Goods before delivery, as long as the Client has not fully satisfied other obligations arising from its relationship with Eidotech, Eidotech retains ownership of the provided Goods until full payment of any such outstanding receivables due to the Eidotech from the Client. The Client shall handle, store, maintain and repair any Goods delivered to it subject to a retention of title by Eidotech with due care, and insure them at its own cost against fire, water damage, breaking and entering and theft. The Client shall promptly notify Eidotech of any damage to such Goods and provide the insurance policy to Eidotech for inspection upon request. The Client assigns all claims against the insurance company arising out of the insurance contract to Eidotech in advance. Eidotech accepts said assignment. If the Client has not adequately insured the Goods, Eidotech is entitled but not obliged to insure the Goods at the Client's cost. The Client shall promptly notify Eidotech in writing if any Goods delivered to it subject to a retention of title by Eidotech are attached or otherwise encroached upon by third parties. The Client shall be entitled to sell Goods delivered to it subject to a retention of title by Eidotech in the ordinary course of business so long as the Client is not in default of payment. Such Goods may not be pledged or title thereto transferred as security. The Client hereby assigns to Eidotech as security all claims that may arise consequent to a sale by it of such goods or for some other legal reason (in particular, transfer of ownership, insurance claims and claims in tort). Eidotech accepts said assignment. Eidotech revocably authorizes the Client to enforce the assigned claims in its own name, for Eidotech's account. If the Client is in breach of the contract, including but not limited to by delaying any payment, Eidotech may require the Client to disclose the assignment to the respective third party buyer and to hand over to Eidotech the information and documents necessary to enforce the claim and Eidotech may demand the return, at the Client's cost, of any Goods delivered to the Client subject to a retention of title by Eidotech, subject to Eidotech having first set a reasonable deadline. After the Goods have been returned to Eidotech, Eidotech shall be authorized to exploit them. The proceeds from any such realization, less the reasonable realization costs, must be offset against the amount owed by the Client. If any Goods delivered to the Client subject to a retention of title by Eidotech accede to other objects, the retention of title shall be valid and continue in respect of the newly created object. Eidotech shall thereby acquire co-ownership in such object commensurate to the value of the Goods delivered to the Client subject to a retention of title. If one of the joined objects ("verbundene Sache") is considered to be the principal object ("Hauptsache"), the Client shall transfer to Eidotech co-ownership in the joint object commensurate to the value of the Goods delivered to the Client subject to a retention of title. The Client shall keep any object in respect of which Eidotech has acquired joint ownership in safe custody free of charge. If Goods delivered to the Client subject to a retention of title by Eidotech are resold as an integral part of a new object, the assignment of claims that arise consequent to such sale as per this section 10 shall apply only in the amount of the invoice value of the Goods delivered to the Client subject to a retention of title by Eidotech. If the law of the country, in which any delivered Goods are located, does not permit or recognise a retention of title or does so only in a limited form, Eidotech may reserve other rights in the Goods. The Client shall be under a duty to cooperate with Eidotech in relation to all measures (e.g. registration) necessary to effect the retention of title or to create such other rights, as may appropriately protect the interests of Eidotech in lieu of a retention of title. The Client shall cooperate in the enforcement of such rights.
10. If the Client refuses to accept the delivery of ordered Goods without a reason entitling the Client to do so under the applicable law, Eidotech shall reserve the right to withdraw ("Rücktrittsrecht") from the Sale Agreement in whole or in part and charge the Client with the incurred costs, in particular of invoicing, document dispatch, Goods preparation, storage and transport from and back to Eidotech. If the Client fails to collect the Goods at the agreed day of delivery, Eidotech shall be entitled to charge warehousing costs incurred due to such failure.

**IV. Payments**

1. Prices do not include any taxes, fees, transport and Delivery costs or similar charges that are due now or shall be payable in the future with regard to the Goods. Taxes, fees (including import fees) and similar charges shall be added by Eidotech if under the law Eidotech is obliged or entitled to pay or collect them and the Client is obliged to pay them together with the price.
2. The Client bears also the costs of Eidotech's additional services ordered by the Client, including fees for tests, programming, etc. of Made-to-order goods or specially manufactured Goods, which shall arise, unless otherwise expressly agreed, in accordance with Eidotech's price list for such services as applicable at the time of the order or, to the extent no list price exists, in accordance with the usual remuneration for such services.
3. Unless otherwise agreed, the Client is obliged to make an advance payment for the ordered Goods in full upon conclusion of the Sale Agreement and receipt of the invoice. For clarity, Eidotech is not entitled to ask for advance payment in full for services performed by Eidotech in connection with this Sales Agreement but may demand a down payment in accordance with applicable statutory provisions.
4. All payments to Eidotech shall be made to the bank accounts indicated on the accounting documents. The day of payment shall be considered the day of crediting to the bank account of Eidotech.
5. Culpable failure to observe the payment due date by the Client shall authorize Eidotech to calculate a statutory interest due for each day of the delay.
6. Even if it is agreed in the Sale Agreement that no advance payment is owed by the Client, Eidotech shall be entitled to require the Client to make an advance payment for the ordered Goods if the Client has failed to observe agreed payment due dates or if a considerable deterioration of Client's finances gives Eidotech reason to believe that the Client will not comply with the agreed payment terms, unless the Client provides sufficient payment security.
7. If the Client violates any obligation to pay any amounts due, fees or charges, including an advance payment, or violates any other material obligation towards Eidotech being due, Eidotech shall be entitled to refuse to perform the services in connection with this Sale Agreement until all outstanding payments have been made and all material obligations have been fulfilled. In addition, Eidotech may suspend, delay or cancel the delivery of the Goods or other services of Eidotech. The aforementioned rights represent Eidotech's additional empowerment and shall not supersede any other rights and remedies available under the Sales Agreement or under the law.
8. Submission of a complaint shall not release the Client from the obligation to pay the full, agreed upon price for the Goods within the specified deadline. In case of any defect in any Goods for which the Client is entitled to remedies pursuant to section VI hereof, the Client may withhold payment of a reasonable part of the purchase price, proportionate to the defect.

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9. Irrespective of the price and other amounts due and costs indicated in the Sale Agreement or the present GTD, the Client shall be liable to pay contractual penalties in case of occurrence of events stipulated herein and in the amounts indicated in these GTD. Whenever the Sale Agreement and / or GTD provide for the Client's obligation to pay a contractual penalty, it shall not deprive Eidotech of the right to be remedied in full by the Client for any damage to the extent such damage exceeds the amount of the penalty paid by the Client.
10. Unless otherwise agreed in writing by the Parties, the Client shall not be entitled to deduct any sums due to it under the Sale Agreement from any of Eidotech's claims against the Client under the same agreement or from any other sums due between the Parties, unless the respective counterclaims of the Client are undisputed or have become final and absolute („rechtskräftig festgestellt“) or are reciprocal to Eidotech's claims.

#### V. Technical Advice

If Eidotech provides any advice to the Client with respect to selection or use of Goods, such advice is not binding and is made in accordance with its best knowledge excluding all liability, unless Eidotech has expressly and in writing undertaken otherwise. Data and information regarding the Goods' suitability and use provided by Eidotech do not constitute any promise as to their suitability for the Client's purposes and shall not release the Client from carrying out its own tests, examinations and verifications as well as from the necessity of determination of the Goods' suitability for the intended use. If necessary, the Client should use professional advice from third parties.

#### VI. Warranty

1. Any warranty claims („Mangelsprüche“) against Eidotech shall be conditional on fulfilment of the duties incumbent upon the Client under art. 377 German Commercial Code (HGB) to inspect any goods delivered and to report any complaints without undue delay.
2. If the Goods or Eidotech's services prove to be defective, Eidotech shall be under a duty to remedy the defects by, at Eidotech's option, either rectifying the defect or by delivering a replacement („Ersatzlieferung“). In the case of the delivery of a replacement the Client must return the defective Goods to Eidotech in accordance with the statutory provisions. The place of the supplementary performance („Nacherfüllung“) is the original place of performance or delivery of the Goods. The costs of such supplementary performance shall be borne by Eidotech, unless to the extent such costs are increased due to the fact that Goods have subsequently been relocated to another place.
3. Eidotech shall be entitled to make supplementary performance dependent on the Client paying the purchase price. The Client shall, however, be entitled to withhold such part of the purchase price as is reasonable in proportion to the defect.
4. If the supplementary performance fails, the Client shall be entitled to a reduction of the purchase price or to rescind the affected part of the Sale Agreement. There shall be no entitlement to rescind the Sale Agreement in the case of a negligible defect. In addition the Client may claim damages in accordance with section VII. Any other warranty claims are excluded.
5. Save in the case of bad faith („Arglist“) and subject to the provisions of section VII-4, all warranty claims shall prescribe 12 months after delivery or, if acceptance is required, after acceptance of the Goods.
6. Eidotech shall only be liable in accordance with section VII for defects in used Goods, which Eidotech sells as „repaired“ or „used“ goods and not as „reconditioned“ or „as good as new“. If any used Goods sold by Eidotech not as „reconditioned“ or „as good as new“ prove to be defective, Eidotech shall only be under a duty to make one attempt to remedy such defect. If such attempt fails, the Client shall only be entitled to a reduction of the purchase price. The

liability of Eidotech according to section VII remains unaffected. Apart from that, in case of defects in used Goods the Client shall have no rights.

7. The aforesaid notwithstanding, in case of a defect in any Goods Eidotech is willing to assign any claims Eidotech may have as a consequence of such defects against its own supplier to the Client.
8. For clarity, unless otherwise stated, Eidotech does not warrant the conformity of the Goods with regulations, provisions or any other rules applicable outside the European Union.

#### VII. Eidotech's Liability

1. Eidotech shall be liable for any culpable breach of Eidotech's material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterise the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the Client may rely on. However, unless Eidotech's conduct has been either grossly negligent or intentional, Eidotech shall be liable only for the foreseeable damage, which typically occurs.
2. In all other cases Eidotech shall be liable if damage has been caused intentionally or grossly negligently by one of Eidotech's statutory representatives or vicarious agents. Where Eidotech has given a guarantee („Garantie“), or for damage arising out of any injury to life, body or health, Eidotech shall be liable in accordance with the statutory provisions. Otherwise claims against Eidotech for damages arising out of a breach of duty are excluded.
3. Liability under the German Product Liability Act („Produkthaftungsgesetz“) and provisions relating to the sale of consumer goods („Verbrauchsgüterkauf“) shall remain unaffected.
4. The claims for damages under sections 1 to 3 above shall be time-barred according to the statutory periods.
5. A claim for damages due to breach of the obligation to supplementary performance pursuant to art. 437 No. 1, 439 German Civil Code (BGB) shall only exist if a) the Client has requested supplementary performance during the 12-month period of limitation pursuant to section VI-5 and b) Eidotech has breached its obligation to supplementary performance.
6. Both Parties will attempt to inform each other in case of unforeseen events, such as force majeure and will attempt to adapt their obligations to the altered circumstances in good faith.
7. Eidotech shall not be held liable for failure to perform or improper performance of its obligations under these GTD or the Sale Agreement if it has been caused by Force Majeure or by unavailability of Goods beyond the control and without the fault or negligence of Eidotech, resulting, among others, from interruption of the production process or delivery of the Goods by the manufacturer. Eidotech shall notify the Client without undue delay of any event of Force Majeure leading to its failure to perform or improper performance. If the aforementioned events last longer than 3 (three) months (or if it is likely that the delay will continue for more than three months), both Parties shall be entitled to terminate the Sale Agreement in whole or in part without any obligations towards the other Party. If the background reasons for the Force Majeure were apparent to Eidotech when the Sale Agreement was concluded, Eidotech shall not be entitled to terminate the Sale Agreement.

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**VIII. Rescission of the Sale Agreement**

1. The Sale Agreement can be rescinded only for reasons provided by statutory law, on terms and conditions stipulated in this GTD or in the Sale Agreement. Eidotech shall be entitled to rescind the Sale Agreement in the following cases:
  - a. the Client has a delay in payment of the sums due under the Sale Agreement and does not make the payment due within a reasonable period set by a Eidotech's respective dunning notice;
  - b. In the event the Client's financial situation significantly deteriorates after the conclusion of the Sale Agreement in a way making Eidotech reasonably believe that the Client will be unable to fulfil its contractual obligations;
  - c. the Client seriously and finally refuses to accept the delivery of ordered Good without a reason entitling the Client to do so under the applicable law.
2. In the event of rescission of the Sale Agreement for reasons attributable to the Client, the Client shall be obliged to immediately return Goods at its own expense. In the event of failure by the Client to return Goods within 3 (three) days of the rescission of the Sale Agreement, Eidotech shall have the right to collect Goods on its own at the Client's expense. In case of failure to release the Goods on Eidotech's demand, the Client shall pay a contractual penalty amounting to 1% of the Goods' price per day the Client fails to release the Goods following Eidotech's demand, maximum, however, to 10% of the Goods' price.

**IX. Confidentiality**

1. All technical, commercial and financial data, including the purchase prices offered to the Client, disclosed to the Client by Eidotech in connection with the Sale Agreement constitute confidential information of Eidotech or its affiliates ("Confidential Information"). The Client shall not disclose any such Confidential Information to any third party and shall not use such Confidential Information for any purpose other than as agreed by the Parties..
2. The confidentiality and non-use obligation does not apply to Confidential Information:
  - that is disclosed pursuant to the law to public administrative authorities or courts;
  - that was known to the receiving Party before it was disclosed by the disclosing Party;
  - that has become publicly known without breach of any confidentiality obligation by the receiving Party; or
  - that the Party receiving the Confidential Information lawfully obtained from a third party.

Article 5 of the German Trade Secrets Act ("Geschäftsgeheimnisgesetz") shall remain unaffected.
3. The Client shall neither release nor cause to release any press release or public announcement regarding the Sale Agreement, nor disclose any terms of the Sale Agreement without prior written consent from Eidotech, unless required by generally applicable law, final and non-appealable judgment of the court or authorized state administration bodies.
4. In case of breach of the above-specified obligations, the Client shall be obliged to pay a contractual penalty of EUR 5,000 for each violation.
5. The confidentiality and non-use obligation as referred to in this section IX is not limited in time.

**X. Information for Data Security**

With regard to the processing of any personal data, Eidotech provide its data protection information under the following link [http://www.eidotech.de/datenschutz\\_sub.html](http://www.eidotech.de/datenschutz_sub.html).

**XI. Communication**

1. Any notices under or in connection with execution and performance of the Sale Agreement and this GTD shall be drawn up in writing and delivered by registered mail, courier, facsimile or e-mail with confirmation of receipt by the Party that is to receive the notice, unless the GTD or the Sale Agreement provides for a particular form (e.g. e-mail).
2. Notices will be sent to the addresses or e-mail addresses indicated by the Parties in the Sale Agreement.
3. Notices shall be deemed received:
  - a. notices sent via registered mail, at the moment of acknowledgement of receipt or in the case of the lack of acknowledgement of receipt with the lapse of 7 (seven) calendar days after the day of the second notification of delivery;
  - b. notices sent via courier, at the time of delivery;
  - c. notices sent via e-mail, if they are sent by the sender, provided that the sender does not receive generated automatic information that the message has not been delivered to the recipient's proper e-mail address.
4. The Client is obliged to promptly inform Eidotech about a change of address of its registered office, contact telephone or correspondence address specified in the Sale Agreement and / or the data of the Client's representative appointed to perform the Sale Agreement. Failure to make a notification thereof shall result in the effective receipt of correspondence serviced at the last indicated address.

**XII. Dispute Resolution and Applicable Law**

1. The Parties shall first attempt to settle amicably (especially through negotiation or mediation) any dispute arising out of the Sale Agreement. If the Parties fail to resolve the dispute amicably within 2 (two) weeks it shall be settled by the competent court having territorial and substantive jurisdiction over Eidotech's registered office, unless the Parties agree otherwise in the Sale Agreement. Eidotech is entitled, however, to alternatively sue the Client at the Client's general place of jurisdiction.
2. This GTD shall be governed by and interpreted according to the German law; the United Nations Convention on Contracts for the International Sale of Goods, of April 11, 1980 shall not apply.

**XIII. Final Provisions**

1. The headings of individual articles contained in GTD are only informative and are used only for the purpose of clarity. Where a German term has been included in brackets behind any English term(s) in this Agreement, the meaning of such German term shall take precedence over the meaning of the English term(s) in the event of doubt as to the correct meaning of the English term.
2. Eidotech's rights under the Sale Agreement may be transferred by it to third parties, in whole or in part and at any time without the consent of the Client and the Client shall be notified thereof within 14 (fourteen) days of the date of transfer.
3. The Client shall not transfer any right or obligations under the Sale Agreement to any third parties without express consent of Eidotech.
4. The place of performance of all obligations set forth in the Sale Agreement and these GTD is Eidotech's place of business.
5. Should any of the provisions of GTD and / or the Sale Agreement be or become invalid, the validity of the entire Sale Agreement remains unaffected thereby.

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