

## **HIK GmbH General Terms and Conditions** **Status 06/2023**

### **1. Applicability**

- a. Our General Terms and Conditions apply exclusively; we do not accept any opposing, deviating or supplementing terms and conditions of buyers, unless we have expressly agreed to such terms in writing.
- b. We hereby expressly object to references to stipulations of buyers and further reference by buyers to stipulations of third parties. We specifically object to the subsidiary applicability of clauses and stipulations to which the buyer refers.
- c. Our General Terms and Conditions apply to all legal claims of the buyer, regardless of the legal reason.
- d. Our General Terms and Conditions also apply if we perform our services without reservations, in knowledge of contrary or deviating terms.
- e. Our General Terms and Conditions apply in relation to businesses, legal entities of public law and public-law investment funds.

### **2. Contractual partner**

- a. The contractual partner of HIK GmbH is the buyer, who has submitted the purchase order and received confirmation of the order.
- b. HIK GmbH performs its services exclusively for the buyers named in the quotation or order confirmation. Liability toward third parties or buyers not indicated by name in the order confirmation is hereby expressly excluded.

### **3. Information by telephone and verbal information**

- a. Information given by telephone and verbal information shall be legally non-binding.
- b. To receive binding information, the potential buyer must specify the objects of delivery in writing (e.g. dimensions, properties and condition, special requirements) including the requested quantities and delivery details (desired delivery time, type of shipment, transfer of risk), as a reliable check is not possible otherwise.

### **4. Quotation, reservations, properties and condition**

- a. All quotations of HIK GmbH are subject to change.

b. The quotations of HIK GmbH are expressly subject to the reservation of receipt of upstream deliveries. HIK GmbH undertakes to inform the buyer immediately of any non-availability and refund any payment already received without delay.

c. HIK GmbH reserves the right of prior sales for all quotations. HIK GmbH undertakes to inform the buyer immediately of any the occurred non-availability at such time and refund any payment already received without delay.

d. Quotations are made on the proviso that the buyer is accepted by the commercial credit insurer as qualified for receiving insurance cover.

e. HIK GmbH reserves mistakes and spelling errors in the written quotations.

f. If the quotation is bound by a validity period, the quotation will become void if it is not accepted within the period.

g. If an order is placed after expiration of the quotation period, HIK GmbH shall not be obligated to accept the order. In particular, the delivery periods and prices stated in the expired quotation will no longer be valid.

h. Items from the catalogue are offered only with the properties and conditions indicated in the catalogue and the datasheets for the respective product, whereas the datasheets reflect the technical state of the properties and conditions that are relevant for the quotation. HIK GmbH reserves the right to make technical changes. Use and suitability for a specific purpose are not covered by the quotation.

i. If an order is made according to an initial model to be produced and if the buyer thereupon grants release for the initial model, the properties and condition will be according to the released initial model.

j. The buyer shall ensure compliance with the applicable standards, regulations and legal requirements for the further use of the object of delivery.

## **5. Order confirmation**

a. The contract with HIK GmbH will take effect on receipt of the written order confirmation on the conditions specified in the order confirmation.

b. If no order confirmation is issued, the content of the contract shall be determined according to the quotation from HIK GmbH.

## **6. Change of the order, cancellation**

a. A change made to the order will become effective only if it is confirmed in writing by HIK GmbH.

b. The original delivery period will become invalid by a change of the order.

c. The buyer is not entitled to cancel the order. HIK GmbH can insist on the acceptance of the ordered objects of delivery and payment of the full purchase price in spite of a cancellation by the buyer.

## **7. Prices and costs, advance payment, security**

a. HIK GmbH has the right to demand advance payment. In particular, new customers will receive delivery only upon advance payment.

b. In the case of international business, the buyer, at the choice of the company HIK, shall either make advance payment or provide a documentary letter of credit without payment target.

c. The prices specified in the quotations and order confirmations are net prices EX-WORKS without packaging, without postage, without insurance, without customs duties, and without shipment costs.

d. Packaging, shipment, loading and unloading costs, as well as potential customs duties, taxes and fees shall be borne by the buyer.

e. Unless agreed otherwise, the buyer shall also bear the costs for cargo insurance.

f. The respectively valid and applicable value added tax shall be borne by the buyer.

g. HIK GmbH shall have the right to adjust prices if the price for procurement incurred by HIK GmbH compared to the price valid at the time when the quotation was submitted changes due to not previously anticipated new, additional, changed customs duties, levies or similar costs. HIK GmbH shall present proof of this by submission of verifiable documents. HIK GmbH is granted the right to adjust the price of the affected objects of delivery accordingly or to cancel the order. In the case of cancellation by HIK GmbH, the buyer shall waive potential damage compensation claims against HIK GmbH. In the case of a price adjustment, the buyer shall be granted the right to withdraw from the contract.

h. The invoice total shall be payable without deductions immediately on receipt of the invoice. The buyer will be in default without further warning after the payment deadline agreed with it was exceeded. If no separate payment deadline has been agreed with the buyer, the buyer will be in default 21 calendar days from receipt of the invoice. HIK GmbH is entitled in legal transactions in which no consumer is involved to demand default interest from the buyer in the amount of 9 percentage points above the base interest rate (as published by Deutsche Bundesbank).

i. Payments shall be made without deduction free to the supplier's paying agent.

j. HIK GmbH has the right to make deliveries or perform services that are still outstanding only against advance payment or provision of security if, after the contract is concluded,

- a) the financial position is threatened to deteriorate; or
- b) the commercial credit insurer lowers or cancels the limit for the buyer; or
- c) the buyer continues to make merely partial payments; or

- d) the buyer is in default with its payments to date; or
- e) the buyer has discontinued payments.

### **7.1. Pricing of cables and wires**

a. It is commercially customary in the German cable industry to specify the costs of metal ("Metal Surcharge") separately due to the large share of metal in the materials. HIK GmbH is therefore permitted to indicate the costs of metal ("Metal Surcharge") separately. It remains at the discretion of HIK GmbH in international business to offer prices based on full costing.

b. Metal calculation for copper:

Unless agreed otherwise in writing, the net "copper" prices include a copper base amount of EUR 150 per 100 kg of copper. Exceptions from this are underground cables: Cu base 0 and telephone cables: CU base: €100.

c. The charge is calculated based on the listed daily LME exchange price, which is fixed on each trading day in tonnes and USD. The conversion into kg and € is made daily based on the BFIX Frankfurt. We additionally apply the common market surcharges as regards surcharges for cathodes. Additionally, 1.0% of the costs for procurement and supply will be charged.

d. Other Metal Surcharges (e.g. for aluminium, nickel, lead) are treated analogously to the copper charge. The basis for this are the values indicated in our quotations. All Metal Surcharges apply in purely net amounts.

### **7.2. Minimum order value, award of contract**

a. We are not obligated to accept orders for a net price below EUR 150.00.

b. HIK GmbH reserves the right to charge a short quantity surcharge for orders below the minimum order value.

### **7.3. Cargo and shipment costs**

a. The terms of delivery are stated in the quotation and the order confirmation.

b. The costs for international shipments shall be borne by the buyer and they are defined in the respective quotation.

### **7.4 Packaging costs**

b. The packaging for shipment will be calculated or be provided on loan. Delivery on Euro pallets will be made for exchange. Single-use packaging and single-use barrels will be charged and these cannot be returned.

## **8. Delivery quantities**

a. Delivery shall be made as indicated in our order confirmation. Partial deliveries are expressly acknowledged to be permissible.

## **9. Return, costs of return**

a. The buyer has no right to return products that have been delivered without defects.

b. If HIK GmbH declares as an exception to be willing to take back objects of delivery, the condition of the products shall be assessed firstly. For this purpose, the buyer shall send the objects of delivery back to HIK GmbH at its own cost. HIK GmbH will inspect the quantity and condition of the returned objects of delivery upon receipt.

c. In consideration of the age and condition, HIK GmbH will make an offer for the return.

d. If the buyer accepts the offer for return, HIK GmbH shall either credit or refund the price payable in exchange for the return to the buyer.

e. If the buyer does not accept the offer for return, it shall pick up the objects of delivery it has offered for return at its own cost. If the items are not picked up within one month in spite of request, HIK GmbH shall be entitled to have the items in question be scrapped and to invoice the costs for this to the buyer.

## **10. Right to refuse performance, withholding, set-off**

a. The buyer's right to refuse performance (defence of a lack of performance of the contract) is excluded if the buyer must make payment in advance or provides a letter of credit.

b. Rights of withholding pursuant to Sec. 273 BGB [German Civil Code] apply only to due and fully valid claims a) if the claims are either based on the same order or b) if the order must be regarded as a continuation of contract concluded at an earlier time, provided that these are uncontested or established as final and absolute.

c. Set-off shall be permitted only against counter claims that are uncontested or established as final and absolute.

d. A due claim that is the subject of a legal dispute and ready for decision shall be held equal to an uncontested claim.

## **11. Reservation of title, objection to resale, consumption and processing, ownership of tools**

a. HIK GmbH reserves the title to the objects of delivery up to the complete and unconditional settlement of the invoice total for the respective object of delivery.

b. HIK GmbH reserves the title and the copyrights to all cost estimates, documents, information, drawings and models that HIK GmbH has made available to the buyer. Rights of use require the prior written agreement of HIK GmbH.

c. HIK GmbH hereby objects to resale, consumption, and processing prior to the complete payment of the purchase price. This applies in particular also to any insolvency administrator of the buyer.

d. If an action of the buyer results in the destruction of HIK GmbH property subject to the reservation of title or if the return becomes impossible due to this action, this shall establish a claim for damage compensation against the buyer. Besides the buyer, the legal representatives in the case of legal entities shall be personally liable for damage compensation.

e. The buyer undertakes to immediately inform HIK GmbH on any enforced collection measures taken by third parties against the products that are subject to the reservation of title. Moreover, the buyer shall inform the third party of the reservation of title.

f. The buyer assigns the claims it receives from the transactions with its own customers as security to HIK GmbH on this day already and up until the satisfaction of all claims for the purchase price in the case of resales or rentals of the products that are subject to the reservation of title. HIK GmbH accepts this assignment as security.

g. HIK GmbH shall receive the direct ownership of any object newly produced object by processing of the products subject to the reservation of title, their modification or combination with another object. The new object shall then be deemed the product subject to the reservation of title.

h. If the value of the security exceeds the unsettled purchase price claims of HIK GmbH by more than 20%, HIK GmbH shall release securities at the choice of HIK GmbH to the corresponding extent on the buyer's request.

i. Unless the transfer of the ownership of tools, which have been manufactured or procured by the supplier specifically for the manufacturing of the products to be delivered to the buyer, has been expressly agreed in writing, these tools shall remain the property of the supplier. The buyer shall not acquire a claim to the transfer of ownership of the tools either in the case of complete payment of the manufacturing costs for these tools.

## **12. Delivery date, delayed delivery**

a. All indications of the delivery date are approximate indications. Exceedance of an approximate date shall not mean that an expiry date occurs nor that a delivery is delayed.

b. HIK GmbH is also permitted to make partial deliveries. HIK GmbH will not be in delay as regards partial deliveries made on time.

c. The delivery date will be met by timely handover to the carrier.

d. The expiry date of the delivery will be induced only by setting an appropriate period. The period shall be set in writing.

e. HIK GmbH shall be in default only upon a warning given after the expiry date of the delivery. The warning shall be given in writing.

f. In cases of force majeure (see Section 20), the delivery dates shall be extended appropriately.

g. If the delivery cannot be made because HIK GmbH itself has not received supply, HIK GmbH shall be entitled to withdraw from the contract in reference to the affected objects of delivery. The buyer's claims shall be limited in this case to the refund of potential payments made by the buyer. Further claims of the buyer shall be excluded in the case of absent upstream supply.

### **13. Place of performance, transfer of risk**

a. The place of performance is the place of the registered office of HIK GmbH in 64760 Oberzent, Germany.

b. HIK GmbH will have performed its services on notification of the readiness for shipment or handover to the carrier.

c. Unless determined otherwise in the order confirmation, the delivery is agreed as "ex-works."

d. The risk of accidental destruction or accidental deterioration, unless agreed otherwise between the Parties, shall transfer to the buyer on the handover to the carrier in the case of a sale by delivery to a place other than the place of performance.

e. The buyer shall arrange for unloading at its own cost. If the buyer does not perform the unloading, it will be in default of acceptance.

### **14. Warranty**

#### **14.1. Properties and condition, installation information, notification of defects, warranty period**

a. The objects of delivery are defect-free if they have the properties and condition specified in the datasheets and the catalogue or if they have been manufactured according to the initial model release.

b. The buyer is obligated to use only qualified and approved trained personnel for the installation of the objects of delivery. It is mandatory to follow the installation information of HIK GmbH for the installation. The warranty does not cover objects of delivery that are installed in disregard of the installation instructions or by non-qualified or non-approved trained personnel. If the buyer believes that the installation instructions are erroneous or

incomplete, the buyer shall inform HIK GmbH in writing about the supposed mistake or the supposed ambiguity and perform the installation only after clarification.

c. HIK GmbH cannot assess or verify the suitability for any specific purpose of use nor the environmental conditions nor the feedback from an electrical system. Neither the suitability for any specific purpose of use nor the suitability for certain environmental conditions shall become part of the contract.

d. If HIK GmbH makes recommendations, these are made on the proviso that the buyer's information was complete and substantively correct, and that no particularities of any kind had to be noted.

e. The buyer shall inspect the respective objects of delivery immediately upon its delivery and if a defect is apparent, it shall directly give notification of the defect to HIK GmbH. The notification of the defect shall indicate the invoice number, article number, the quantity affected, and each individual defect shall be notified separately. Successive or partial deliveries require inspection and notifications of defects upon each delivery.

f. The obligation for immediate inspection includes in particular the testing of the objects of delivery for functionality and compliance with the data according to the information in the datasheet and the catalogue or in the order confirmation.

g. The obligation for immediate inspection and notification of defects applies to each individual processing step. If the buyer fails to make an immediate notification of defect in the respective processing step, the objects of delivery will be deemed approved.

h. HIK GmbH hereby objects to all clauses according to which the inspection obligation is shifted to HIK GmbH. There is de facto no possibility for HIK GmbH to conduct inspections in the respective processing steps anyway, as HIK GmbH does not perform the further processing.

i. If the buyer does not make an immediately notification of defects, the objects of delivery will be deemed approved.

j. On approval, all potential claims of the buyer for subsequent performance and damage compensation for whatever legal reason shall be excluded.

k. The warranty period is 12 months from the delivery of the respective objects of delivery.

#### **14.2. Clarification of technical facts, buyer's duties to cooperate**

a. The buyer is obligated to ship samples of the allegedly defective objects of delivery to HIK GmbH so that HIK GmbH can have them tested in a laboratory if necessary.

b. The buyer further has to provide HIK GmbH access to the installation situation so that HIK GmbH can test the effects working on the objects of delivery (heat, voltage, current strengths, rectifiers, fuses, etc.)



c. The warranty is excluded if the buyer breaches the aforementioned duties, unless HIK GmbH recognises the defectiveness of the objects of delivery.

### **14.3. Arbitration clause**

a. If the Parties cannot agree on whether or not the objects of delivery are defective, the Parties agree that the contested facts shall be decided bindingly by an arbitrator in accordance with Sec. 317 seqq. BGB.

b. The arbitrator must be a publicly appointed and sworn expert.

c. If the Parties cannot agree on an arbitrator, each Party can request the Chamber of Commerce / Chamber of Commerce Abroad to appoint an arbitrator. The arbitrator appointed by the Chamber of Commerce / Chamber of Commerce Abroad can be rejected only if the reasons for rejection, analogous to the rejection of a judge, are constituted in the person of the arbitrator. The costs for the arbitration opinion shall be borne according to success and defeat.

### **14.4. Settlement, credit, subsequent performance**

a. The buyer usually requires replacement products even before it is clarified whether the objects of delivery have in fact been defective at all. It is therefore customary in the cable industry to deliver replacement products only against an invoice and grant credit to the extent of the actual receipt of the uninstalled products only once the facts have been clarified. This procedure is rooted in the fact that the predominant part of the price is allocated to the installed metal, e.g. copper. HIK GmbH applies this general commercial practice and delivers replacement products only against invoice.

b. The buyer is normally interested in the fastest possible delivery of the replacement product. HIK GmbH is therefore also entitled to deliver equivalent objects of delivery of identical design from other manufacturers as replacement products.

c. As soon as the technical inspection of the complained objects of delivery and the environmental conditions is completed, HIK GmbH will inform the buyer of the result of the inspection.

d. If HIK GmbH considers the notification of defect to be justified, HIK GmbH shall credit the payment received for the complained objects of delivery as soon as it has received them.

e. No credit can be granted for products that are not returned. This rule is rooted in the fact that the metal content (e.g. copper) has a high value. The disprovable assumption that the objects of delivery can still be used will apply in addition in the case of an omitted return.

### **14.5. Defects of title**

a. If the objects of delivery in fact infringe on the rights of third parties, HIK GmbH shall

have the choice to either provide objects of delivery that do not infringe on the rights of third parties or reach an agreement with the third party that permits the buyer the use of the objects of delivery in accordance with the contract.

b. This obligation shall not apply, however, if the buyer has caused the infringement on the rights of third parties by requirements it has set for the supplier, or if it has modified the objects of delivery in such a way that the rights of third parties are infringed on for this reason, or the rights infringement arises only from the use in combination with products not manufactured by the supplier, or if the buyer has otherwise caused or is responsible for the rights infringement (e.g. by false advertising statements).

c. The buyer is obligated to inform HIK GmbH immediately of the alleged rights infringement.

#### **14.6. Failure of subsequent performance, reduction, withdrawal from the contract**

a. The buyer shall be entitled to a reduction or withdrawal from the contract only if the subsequent performance has failed.

b. HIK GmbH shall be granted at least two attempts for subsequent performance.

c. If the buyer has reduced the purchase price, it shall demonstrate to what extent the usefulness of the objects of delivery is diminished due to the claimed defect. If the usefulness of the objects of delivery is not diminished in a technical perspective, no amount can be deducted.

#### **14.7. Exclusion of damage compensation claims independent of fault**

a. HIK GmbH shall not owe in particular any lost profit, downtime, or damage compensation for business interruption for reason of a defective delivery or service independent of fault.

#### **14.8. Refund of expenses**

a. The buyer shall have a right to claim the refund of expenses only if the subsequent performance has failed and HIK GmbH has fault for the defectiveness of the objects of delivery or the failure of the subsequent performance.

b. If a defect-free subsequent performance has taken place, claims for the refund of expenses shall be excluded.

c. The refund of expenses can only be claimed instead of compensation in lieu of performance.

d. Useless expenses are understood to mean solely such that have become useless due to the defectiveness of the objects of delivery. These include in particular only expenses that have been spent in trust on the delivery of a defect-free object.

- e. The refund of expenses includes only costs having been incurred after receipt of the order confirmation and having been spent ultimately uselessly.
- f. The claim for the refund of expenses shall not apply if the buyer expected or had to expect that it would not receive the performance.
- g. The claim does not apply in particular to objects of delivery that have been subject to the reservation of receipt of upstream deliveries.
- h. There is furthermore no right to receive a refund of expenses if the expenses are clearly disproportionate to the performed services. This applies in particular if the buyer could have easily obtained comparable objects of delivery from competitors.
- i. The refund of expenses does not include claims for lost profit, downtime, business interruption, and internal labour.
- j. The possible claim for the refund of expenses shall be reduced accordingly if the buyer has not or could not have received any utility from its expenses.

#### **14.9. Damage compensation in lieu of performance**

- a. The buyer shall explicitly set HIK GmbH an appropriate grace period for subsequent performance in writing. Setting a grace period shall be effective only if the owed performance would have been due on the date on which the grace period is set.
- b. The setting of a grace period must clearly and definitively specify the demanded performance and the end of the period. The appropriate grace period shall take into account that the objects of delivery usually still have to be manufactured.
- c. The buyer has no right to demand damage compensation in lieu of performance for received defect-free partial deliveries.
- d. If the buyer has effectively claimed damage compensation in lieu of performance, the buyer's claims for damage compensation in lieu of performance shall be limited to the difference between a possibly higher purchase price for replacement products of the same kind, same quality, and from the same country of origin compared to the purchase price agreed in the order confirmation.
- e. No further claims of the buyer shall apply for the buyer's financial disadvantages for the reason of the omitted delivery, in particular claims based on downtime, business interruption or lost profits. This preclusion shall not apply if HIK GmbH has caused the damage incurred by the buyer through intent or gross negligence.
- f. The aforementioned liability limitations shall not apply to damage compensation claims by natural persons for injury or impairment of body, life or health, nor to inalienable rights (Liability Act, Product Liability Act).

#### **14.10. Damage compensation for breach of duty**

a. If HIK GmbH is responsible for the non-performance of the delivery obligation or the poor performance of the delivery obligation, claims based on downtime, business interruption or lost profit, are excluded. This preclusion shall not apply if HIK GmbH has caused the damage incurred by the buyer through intent or gross negligence.

b. If HIK GmbH is not the manufacturer of the objects of delivery, it shall not be attributed with the fault of the manufacturer.

#### **15. Liability for damages not directly related to the object of delivery**

a. Damage compensation claims against HIK GmbH for damages occurring not directly on the object of delivery shall apply only if HIK GmbH can be held accountable for causing the damage by gross negligence or intent.

b. The buyer shall not hold a claim for damage compensation if it has not informed HIK GmbH in the order that a high financial loss can be incurred in the event of a defective delivery. High financial loss is understood to mean an amount above EUR 50,000.

c. Claims of the buyer for financial losses in particular for lost profit, production outage or business interruption are hereby expressly excluded.

d. HIK GmbH shall not be liable for financial losses that are incurred by the buyer from claims brought by third parties. HIK GmbH shall not be liable in particular for losses that are caused by the buyer's waiver of the obligation to conduct an immediate inspection and notify of defects in relation to its customers or if it has assumed these obligations for its customers.

e. The buyer's possible damage compensation claims shall be limited to the amount of EUR 100,000.

f. To the extent that the liability of HIK GmbH is excluded or limited, the liability exclusions and limitations shall also apply in favour of the executive bodies with power of representation of HIK GmbH, managerial employees, regular employees, as well as vicarious agents and assistants.

g. The foregoing liability limitations shall not apply if claims are brought for reason of death, physical injury, health impairment, or inalienable rights (e.g. Product Liability Act, Liability Act).

h. The aforementioned liability limitations and exclusions shall furthermore not apply if HIK GmbH can be held accountable for causing the damage by gross negligence or intent.

i. The period of limitation for damage compensation claims that do not relate to a defect or damage on the object of delivery itself shall begin as defined by the statutory provisions (Sec. 199 BGB), which shall be one year in deviation from Sec. 195 BGB. The limitation period of one year shall not apply if claims are brought for reason of death, physical injury, health

impairment, or claims pursuant to compulsory regulations (e.g. Product Liability Act, Liability Act).

## **16. Master agreements with acceptance obligation**

a. If we have concluded a master agreement with the buyer providing for an acceptance obligation and the buyer has not made the agreed call-offs within 12 months, we shall be entitled to invoice the buyer for the agreed supply quantity and the supply quantity even if the buyer refuses the acceptance of the products.

## **17. Export, export control**

a. The objects of delivery are intended to remain in the country of delivery agreed with the buyer. Objects of delivery that are subject to embargo regulations must not be exported by the buyer from the agreed country of delivery.

b. The buyer hereby warrants that it will observe under its own responsibility all export and embargo regulations, in particular the German, European, and American export control and embargo provisions. If the buyer culpably breaches this duty, it shall indemnify HIK GmbH from all claims of third parties, including any potential monetary fines, and also assume the costs for the legal defence.

c. It is a responsibility of the buyer to seek independent information on corresponding export and/or import regulations or restrictions and, if applicable, obtain accordant approvals at its own cost and risk.

## **18. Disposal**

a. To the legally required extent, the buyer shall be obligated to dispose of objects of delivery falling under the ElektroG [Electrical and Electronic Equipment Act], the BatterieG [Implementing law of Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators] or the VerpackungsVO [German Packaging Ordinance] under its own responsibility.

The buyer is informed that it is itself the manufacturer of electronics or electrical devices if it uses individual components delivered to it by HIK GmbH and that it is therefore bound by the aforementioned obligations. The buyer accepts all related duties to the legally possible extent, e.g. obligations for payment, organisational measures and for the provision of information.

## **19. Force majeure**

a. If non-compliance with deliveries or performances of HIK GmbH is due to force majeure such as natural disasters, epidemics, war, war-like conflicts, civil war, revolution, terrorism, sabotage, nuclear/reactor accidents, labour disputes, disruptions in supply chains, disruption of logistics chains, rise of energy costs (e.g. electricity, gas) by more than 3

percent per year or other events that are outside of the sphere of influence of HIK GmbH, HIK GmbH shall be exempted from its duties to perform for the duration of the event and the period of delivery shall be extended appropriately.

b. HIK GmbH shall inform the buyer of the beginning and end of such circumstances as soon as possible.

c. If the duration of the event exceeds 3 months, HIK GmbH shall also have a right to terminate the contract.

## **20. Contract language, applicable law, place of jurisdiction**

a. The contract language is German, unless agreed otherwise.

b. The legal regulations of Germany, with the exception of the provisions on a conflict of laws and of the UN Convention on Contracts for the International Sale of Goods (CISG), apply to all claims arising from or in connection with deliveries or services of HIK GmbH, regardless of the legal reason.

b. The place of jurisdiction for all disputes arising from or in connection with the deliveries or services of HIK GmbH is the place of the registered office of HIK GmbH in 64760, Germany.