General Terms and Conditions of Sale and Delivery

flexlog GmbH - Zur Gießerei 4 - 76227 Karlsruhe

(As of August 2026)

§ 1 Scope of Application

(1) All deliveries and services provided by flexlog GmbH (hereinafter "Seller") are made exclusively in accordance with these General Terms and Conditions of Sale and Delivery. These terms and conditions form an integral part of all contracts that the Seller enters into with its contractual partners (hereinafter also referred to as the "Customer") regarding the deliveries or services it offers. They also apply to all future deliveries and services to the Customer, even if they are not separately agreed upon again.

(2) The Customer's or a third party's terms and conditions shall not apply, even if the Seller does not specifically object to their applicability in individual cases. Even if the Seller refers to a letter that contains or refers to the Customer's or a third party's terms and conditions, this does not constitute consent to the applicability of those terms and conditions.

(3) These General Terms and Conditions of Sale and Delivery apply only to business entities within the meaning of Sections 14 and 310(1) of the German Civil Code (BGB), as well as to legal entities under public law or special funds under public law.

§ 2 Offer and Conclusion of Contract

(1) All offers made by the Seller are subject to change and non-binding, unless they are expressly designated as binding or specify a particular acceptance period. The Seller may accept orders or contracts within 8 days of receipt.

(2) The sole basis for the legal relationship between the Seller and the Customer is the purchase contract concluded in writing or the Seller's order confirmation, including these General Terms and Conditions of Sale and Delivery. The sales contract or the order confirmation fully sets forth all agreements between the contracting parties regarding the subject matter of the contract. Verbal commitments made by the seller prior to the conclusion of this contract are not legally binding, and any verbal agreements between the contracting parties are superseded by the written contract, unless it is expressly stated in each instance that they remain binding.

(3) Additions and amendments to the agreements reached, including these General Terms and Conditions of Sale and Delivery, must be in writing to be effective; transmission via telecommunications, in particular by fax or email, is sufficient for this purpose.

(4) Information provided by the Seller regarding the subject matter of the delivery or service (e.g., weights, dimensions, tolerances, and technical data), as well as representations thereof (e.g., drawings, presentations, illustrations, and catalog content), are only approximate unless usability for the contractually intended purpose requires exact conformity. They do not constitute guaranteed characteristics, but rather descriptions or identifications of the delivery or service. Deviations customary in the trade and deviations resulting from legal requirements or constituting technical improvements, as well as the replacement of components with equivalent parts, are permissible provided they do not impair the suitability for the contractually intended purpose.

(5) The Seller reserves ownership or copyright in all offers and cost estimates submitted by it, as well as in drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids made available to the Client. The customer may not, without the seller's express consent , make these items available to third parties—either in their original form or in terms of their content—disclose them, use them, or reproduce them, either directly or through third parties. Upon the Seller's request, the Buyer must return these items in full to the Seller and destroy any copies made, if they are no longer required by the Buyer in the ordinary course of business or if negotiations do not result in the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of standard data backup.

§ 3 Prices and Payment

(1) The prices apply to the scope of services and deliveries specified in the contract or in the order confirmation. Additional or special services will be billed separately. Prices are quoted in EUR ex works from the Seller's facility, plus packaging, plus applicable sales tax, and, for export deliveries, plus customs duties, fees, and other public charges. To the extent that Incoterms are agreed upon in the contract or in the order confirmation, the version of the International Chamber of Commerce (ICC) current at the time of contract conclusion shall apply.

(2) If a currency other than the euro is agreed upon, the customer bears the risk of exchange rate fluctuations that occur after the date of the order confirmation and result in a reduction of the euro equivalent received by the seller. All bank, correspondent bank, transfer, and currency conversion costs incurred in connection with the payment shall be borne by the buyer. Payments must be made in such a way that the full invoice amount is credited to the seller without any deductions.

(3) If the agreed prices are based on the Seller's list prices and delivery is not scheduled to take place until more than four months after the conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (in each case less any agreed percentage or fixed discount).

(4) Invoice amounts are payable within thirty days without any deductions, unless otherwise agreed in writing. The date of payment shall be determined by the date of receipt by the seller. If the client fails to pay by the due date, interest shall accrue on the outstanding amounts at a rate of 9 percentage points above the base interest rate from the due date; the right to claim higher interest and further damages in the event of default remains unaffected. Payments for international deliveries must, as a general rule, be made by the client via an irrevocable, confirmed letter of credit.

(5) Offsetting against counterclaims of the customer or withholding payments due to such claims is permitted only to the extent that the counterclaims are undisputed, have been legally established, or arise from the same order under which the relevant delivery was made.

(6) The seller is entitled to make outstanding deliveries or provide outstanding services only against advance payment

or the provision of security if, after the conclusion of the contract, the seller becomes aware of circumstances that are likely to significantly impair the client's creditworthiness and that jeopardize the client's payment of the seller's outstanding claims arising from the respective contractual relationship (including from other individual orders covered by the same framework agreement) is jeopardized.

§ 4 Delivery and Delivery Time

(1) Deliveries are made ex works from the seller's facility.

(2) Deadlines and dates for deliveries and services indicated by the seller are always approximate, unless a fixed deadline or date has been expressly promised or agreed upon. If shipment has been agreed upon, delivery deadlines and dates refer to the time of handover to the freight forwarder, carrier, or other third party commissioned with the transport. The delivery period begins upon dispatch of the order confirmation, but not before all details regarding order fulfillment have been clarified and not before receipt of an agreed-upon advance payment or the provision of materials.

(3) Notwithstanding the Seller's rights arising from the Customer's default, the Seller may require the Customer to extend delivery and performance deadlines or postpone delivery and performance dates by the period during which the Customer fails to fulfill its contractual obligations to the Seller. If, at the Customer's request, additional services are performed or agreed-upon services are modified during the performance of the contract, the deadlines for deliveries and services shall be extended in accordance with the duration of such performance. If an agreed-upon delivery or service date cannot be met, default shall not occur until after the expiration of a grace period of at least two weeks granted by the Customer in writing.

(4) The seller shall not be liable for the impossibility of delivery or for delays in delivery to the extent that these are caused by force majeure or other events unforeseeable at the time the contract was concluded (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transportation delays, strikes, lawful lockouts, labor shortages, shortages of energy or raw materials, difficulties in obtaining necessary official permits, governmental measures—including lockdown measures due to epidemics and/or pandemics—or the failure of the Seller's suppliers to deliver, or to deliver correctly, completely, or on time), for which the Seller is not responsible. If such events significantly impede or render impossible the Seller's delivery or performance and the hindrance is not merely temporary, the Seller is entitled to withdraw from the contract. In the case of temporary impediments, the delivery or performance periods shall be extended, or the delivery or performance dates shall be postponed, by the duration of the impediment plus a reasonable start-up period. To the extent that the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, the Customer may withdraw from the contract by immediately notifying the Seller in writing.

(5) The seller is entitled to make partial deliveries only if

- the partial delivery is usable by the buyer for the contractual purpose,
- the delivery of the remaining ordered goods is guaranteed, and
- this does not result in any significant additional effort or costs for the buyer (unless the seller agrees to bear these costs).

(6) If the seller defaults on a delivery or service, or if a delivery or service becomes impossible for the seller for any reason whatsoever, the seller's liability for damages shall be limited in accordance with § 10 of these General Terms and Conditions of Sale and Delivery.

(7) Call-off orders must be called off and accepted by the customer in a timely manner and in the agreed partial quantities. For call-off orders without agreed lead times, production lot sizes, and acceptance dates, the seller may demand a binding specification of these terms no later than 3 months after order confirmation. If the customer fails to comply with this request within 3 weeks, the seller is entitled to set a two-week grace period and, upon its fruitless expiration, to withdraw from the contract or refuse delivery and claim damages. If the contract quantity is exceeded by the individual call-offs, the seller is entitled, but not obligated, to deliver the excess. The excess may be invoiced at the prices in effect at the time of the call-off or delivery. No later than three months before the expiration of the agreed term of the call-off order, the buyer must bindingly schedule the remaining quantity not yet called off for specific delivery dates. Delivery of the remaining quantity must take place no later than the end of the agreed term, unless the parties expressly agree otherwise. If the schedule is not provided or is not provided on time, the seller is entitled, at its sole discretion, to deliver and invoice the outstanding remaining quantity within the remaining term or to grant the buyer a reasonable grace period to provide the schedule. Any further claims by the seller remain unaffected.

§ 5 Place of Performance, Shipping, Packaging, Transfer of Risk, Acceptance

(1) The place of performance for all obligations arising from the contractual relationship is D-76227 Karlsruhe, unless otherwise specified.

(2) The method and route of shipment, as well as the packaging, are subject to the Seller's reasonable discretion; the Seller assumes no obligation to use the cheapest shipping method. Special requests shall be at the Client's expense.

(3) Risk passes to the customer no later than upon handover of the delivered goods (with the start of the loading process being decisive) to the freight forwarder, carrier, or any other third party designated to carry out the shipment. This also applies if partial deliveries are made or if the seller has undertaken other services (e.g., shipping or installation) . If shipment or handover is delayed due to circumstances attributable to the customer, the risk shall pass to the customer as of the day on which the delivery item is ready for shipment and the seller has notified the customer thereof.

(4) Storage costs after the transfer of risk shall be borne by the customer. If the seller is responsible for storage, the

storage costs shall amount to 0.25% of the invoice amount for the items to be stored per week that has elapsed. The seller reserves the right to claim and provide evidence of higher or lower storage costs.

(5) The shipment will be insured by the seller against theft, breakage, transport damage, fire, water damage, or other insurable risks only at the express request of the customer and at the customer's expense.

(6) To the extent that acceptance is required, the purchased goods shall be deemed accepted when

- the delivery and, if the seller is also obligated to perform commissioning, the commissioning have been completed,
- the Seller has notified the Client of this, referring to the deemed acceptance under this § 5 (6), and has requested acceptance,
- fifteen business days have elapsed since delivery or commissioning, or the customer has begun using the purchased item (e.g., has put the delivered equipment, vehicle, or similar into operation) and, in this case, ten business days have elapsed since delivery or commissioning, and
- the buyer has failed to accept the goods within this period for a reason other than a defect reported to the seller that renders the use of the purchased goods impossible or significantly impairs such use.

§ 6 Warranty, Material Defects

(1) The warranty period is one year from delivery or, if acceptance is required, from the date of acceptance or deemed acceptance. This period does not apply to the customer's claims for damages arising from injury to life, limb, or health, or from intentional or grossly negligent breaches of duty by the seller or its vicarious agents, which are subject to the statutory limitation periods. This period also applies to the statute of limitations for recourse claims in the supply chain pursuant to Section 445b(1) of the German Civil Code (BGB). The suspension of the statute of limitations pursuant to Section 445b(2) of the German Civil Code (BGB) remains unaffected.

(2) The delivered items must be carefully inspected immediately upon delivery to the buyer or to a third party designated by the buyer. With respect to obvious defects or other defects that would have been detectable during an immediate, careful inspection, the items shall be deemed approved by the buyer unless the seller receives a written notice of defects within seven business days of delivery. With respect to other defects, the delivered items shall be deemed accepted by the customer if the notice of defect is not received by the seller within seven business days after the time at which the defect became apparent; if the defect was already apparent at an earlier time under normal use, however, that earlier time shall be decisive for the start of the notice period. At the seller's request, a delivery item that is the subject of a complaint must be returned to the seller with shipping costs prepaid. In the event of a justified notice of defect, the seller shall reimburse the costs of the most economical shipping method; this does not apply to the extent that the costs are increased because the delivery item is located at a place other than the place of intended use. To remedy the defect, the customer must grant the seller the time and opportunity deemed necessary at the seller's reasonable discretion. Replaced parts become the property of the seller.

(3) In the event of material defects in the delivered items, the seller is initially obligated and entitled, at its discretion to be exercised within a reasonable period, to either repair the item or provide a replacement. In the event of failure—i.e., impossibility, unreasonableness, refusal , or unreasonable delay in repair or replacement—the buyer may rescind the contract or reduce the purchase price appropriately.

(4) If a defect is attributable to the seller's fault, the buyer may claim damages under the conditions specified in § 10.

(5) Returns of any kind must be reported to the Seller by the Customer prior to shipping the defective item.

(6) In the case of defects in components from other manufacturers that the Seller cannot remedy for licensing or practical reasons, the Seller shall, at its discretion, either assert its warranty claims against the manufacturers and suppliers at the Customer's expense or assign such claims to the Customer. Warranty claims against the Seller for such defects shall exist, subject to the other conditions and in accordance with these General Terms and Conditions of Sale and Delivery, only if the judicial enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful or, for example due to insolvency, is futile. During the duration of the legal dispute, the statute of limitations on the customer's relevant warranty claims against the seller is suspended.

(7) The warranty shall be void if the Customer modifies the delivered item or has it modified by third parties without the Seller's consent, and this renders the rectification of defects impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs incurred for rectifying the defects as a result of the modification.

(8) If it turns out that the basis for a notice of defect issued by the customer is unfounded and the customer is responsible for the defect, the seller may charge the customer for all costs incurred in connection with the inspection and rectification.

(9) Any delivery of used items agreed upon with the customer on a case-by-case basis is made with the exclusion of any warranty for material defects.

§ 7 Software and Firmware in Connection with Hardware

(1) This § 7 applies to all computer programs, firmware, apps, user interfaces, interfaces, documentation, and other digital content provided by the Seller that are part of a delivered item, a component, machine, system, or equipment, or that are provided together with them (collectively, "integrated software"). The nature, scope of functions, and intended use are set forth in the contract, the order confirmation, or the respective service description.

(2) Unless expressly agreed otherwise, upon full payment for the associated delivered item, the Customer shall receive a simple, non-exclusive, and perpetual right to use the integrated software exclusively in conjunction with the

delivered item for which it is intended, the relevant plant, or the agreed-upon system, in accordance with its intended purpose. A transfer is permitted only together with the associated delivered item.

(3) All rights to the integrated software, in particular copyrights, industrial property rights, and rights to source codes, data models, interfaces, and further developments, remain with the Seller or the respective rights holder. Source codes, development documents, administration tools, or work-in-progress are only to be provided if this has been expressly agreed upon.

(4) The Client may not reproduce, modify, distribute, rent, sublicense, or transfer the integrated software to third parties in isolation, unless this has been expressly agreed upon or is mandatory under law. Reverse engineering, decompilation, and disassembly are permitted only in cases mandatory under law and in compliance with the statutory requirements. Labels, intellectual property notices, and technical protection measures may not be removed, altered, or circumvented.

(5) Updates, patches, and bug fixes are provided only to the extent contractually agreed upon. If reproducible errors occur within the warranty period, the seller may, at its discretion, provide remedial performance through an update, patch, workaround, replacement version, remote access, or other reasonable error correction. The Client must report errors immediately and in a verifiable manner and must implement the provided error corrections in accordance with the Seller’s instructions within a reasonable period of time or enable their installation.

(6) If rectifying a defect via remote access, an update, or a patch is not possible or not practical, the Seller may require that the affected components be returned to the Seller following prior consultation. The Seller is entitled to rework, reprogram, repair, or replace the components. In the event of a valid complaint regarding a defect, the Seller shall bear the reasonable costs of the most economical method of return and redelivery; otherwise, the Client shall bear the costs.

(7) The Client is obligated to perform complete and functional data backups prior to installing updates, prior to making any changes to the system, and at appropriate regular intervals. No claims for defects may be asserted for malfunctions or damage attributable to unauthorized modifications, unsuitable system environments, operator errors, failure to back up data, or failure to install provided bug fixes, unless the Client proves that these circumstances were not the cause of the defect.

(8) To the extent that the integrated software contains third-party components or open-source software, the relevant license and terms of use shall apply in addition. Claims for damages in connection with integrated software shall be governed exclusively by § 10 of these General Terms and Conditions of Sale and Delivery.

Section 8: Standalone Software Products and Licenses

(1) This § 8 applies to computer programs, apps, user interfaces, databases, interfaces, documentation, and other digital content that are provided, transferred, or licensed independently of any hardware delivery (collectively, “standalone software”). The type, scope of functions, form of provision, licensing model, system requirements, and agreed scope of use are set forth in the contract, the order confirmation, or the respective service description.

(2) The Client is granted a simple, non-exclusive, and—unless expressly agreed otherwise—non-transferable right of use to the extent contractually agreed. The right of use may be limited, in particular, by users, workstations, devices, locations, clients, systems, servers, transactions, or other licensing metrics. Use is restricted to the Client and its own business purposes. Group companies, affiliated companies, service providers, and other third parties are only authorized to use the software if they have been expressly included in the scope of the license.

(3) The duration of the right of use is determined by the agreed-upon licensing model. In the case of a perpetual license, the right of use takes effect upon full payment of the agreed-upon license fee. In the case of time-limited, rental, or subscription-based licenses, the right of use exists only for the agreed-upon contract term and is contingent upon timely payment. Upon expiration or termination, use must be discontinued immediately; copies of the program, license keys, and access data must be deleted or returned upon request, provided that no statutory retention obligations preclude this.

(4) Provision may take place via download, electronic access, license key, data carrier, remote installation, or on-site installation. The standalone software is deemed to have been provided as soon as it has been made available to the Client in the agreed-upon form. To the extent that installation, configuration, customization, or acceptance are expressly required, the conditions for these are governed by the contract and, in addition, by Section 5(6) of these General Terms and Conditions of Sale and Delivery.

(5) The Client may use the standalone software only within the agreed scope of the license and may create the number of backup copies required for this purpose. Any reproduction, modification, translation, distribution, public disclosure, rental, sublicensing, transfer to third parties, or use for the purposes of third parties beyond this scope is not permitted, unless expressly agreed upon or required by law.

(6) Reverse engineering, decompilation, and disassembly are permitted only in cases expressly permitted by law and in compliance with the applicable legal requirements. Labels, intellectual property notices, license information, serial numbers, and technical protection measures may not be removed, altered, or circumvented. All rights to the standalone software, in particular copyrights, industrial property rights, and rights to concepts, source codes, data models, interfaces, and further developments, remain with the Seller or the respective rights holder.

(7) The Client is obligated to establish and maintain the agreed-upon technical and organizational prerequisites for installation and operation. Changes to the system environment after the conclusion of the contract fall within the Client’s area of responsibility, unless support for such

changes has been expressly agreed upon. Prior to installation, updates, or interventions in the system, as well as at appropriate regular intervals, the Client must perform complete and functional data backups.

(8) Updates, patches, bug fixes, maintenance services, and new versions are provided only to the extent contractually agreed upon. A claim for functional enhancements, upgrades, new major versions, or adaptations to operating systems, browsers, hardware, interfaces, or third-party products that have changed after the conclusion of the contract exists only if this has been expressly agreed upon.

(9) If reproducible errors occur within the warranty period, the Client must report them immediately and in a verifiable manner, specifying the steps taken, effects, system environment, and error messages. Rectification may be provided, at the Seller's discretion, through an update, patch, workaround, replacement version, remote access, or other reasonable error correction. The warranty is contingent upon the software being used in accordance with the contract and within the agreed-upon system environment.

(10) To the extent that the standalone software contains third-party components or open-source software, the relevant license and terms of use for such components shall apply in addition. These will be provided together with the software, via an electronic notice, or upon request. To the extent that such terms contain mandatory provisions that deviate from these terms, they shall take precedence for the component in question.

(11) In the event of a well-founded suspicion that the agreed-upon scope of the license has been exceeded, the Customer must, upon request, provide the Seller with the information necessary for verification. If the verification reveals an exceedance that is not merely insignificant, the Customer is obligated to obtain additional licenses and pay the applicable fees; further claims remain unaffected.

(12) Claims for damages in connection with standalone software—in particular due to software errors, data loss, business interruption, or lack of availability—shall be governed exclusively by § 10 of these General Terms and Conditions of Sale and Delivery. The Client's statutory rights in the event of failed subsequent performance remain unaffected.

Section 9 Intellectual Property Rights

(1) If the Seller is to manufacture products based on the Customer's drawings, data, models, samples, or other specifications, the Customer warrants to the Seller that such products do not infringe any third-party intellectual property rights. Should this nevertheless occur, the Customer shall fully indemnify the Seller against any and all claims by third parties and shall fully compensate the Seller for any damages incurred. If a third party asserts industrial property rights to which it is entitled, the Seller is entitled to immediately cease the manufacture or delivery of the goods without examining the legal situation.

(2) If the contractual use of an item of delivery or software developed or provided by the Seller infringes the intellectual property rights or copyrights of third parties, the Seller shall, at its own discretion and expense, either secure for the Client the right to continue using the item in accordance with the contract or modify or replace the affected item or service in such a way that the infringement of intellectual property rights is eliminated and the contractual use is essentially maintained.

(3) If a remedy pursuant to paragraph (2) is not possible on economically reasonable terms or within a reasonable period of time, either party is entitled to withdraw from the contract with respect to the affected delivered item or service. In this case, the Seller shall refund the consideration paid for this, less a reasonable amount for the use that occurred up to the termination.

(4) The Customer's claims arising from intellectual property rights infringements shall exist only if the Customer immediately notifies the Seller in writing of any claims asserted, grants the Seller sole control over the legal defense and settlement negotiations, and provides the Seller with appropriate support in this regard. The Customer may not acknowledge any claims or enter into any settlements without the Seller's prior consent.

(5) Claims for infringement of intellectual property rights are excluded to the extent that they are based on specifications, modifications, or combinations provided by the Customer, on use outside the contractually intended purpose, or on combination with products not supplied by the Seller. Claims for damages are governed exclusively by § 10 of these General Terms and Conditions of Sale and Delivery.

§ 10 Liability for Damages Due to Fault

(1) The Seller's liability for damages, regardless of the legal basis—in particular arising from impossibility of performance, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations, and tort—is limited in accordance with this § 10, to the extent that such liability depends on fault.

(2) The Seller shall not be liable in the event of simple negligence on the part of its officers, legal representatives, employees, or other agents, provided that such negligence does not constitute a breach of essential contractual obligations. Essential to the contract are the obligation to deliver and install the subject matter of delivery on time, its freedom from legal defects, and from material defects that impair its functionality or fitness for use to more than a negligible extent, as well as duties of advice, protection, and care intended to enable the customer to use the delivered item in accordance with the contract or to protect the life or physical integrity of the customer's personnel or to protect the customer's property from significant damage.

(3) To the extent that the Seller is liable for damages in principle pursuant to § 10 (2), such liability is limited to damages that the Seller foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or that the Seller should have foreseen had it exercised the care customary in the trade. Indirect and consequential damages resulting from defects in the delivered goods are, furthermore, compensable only to the extent that such damages are typically to be expected when

the delivered goods are used in accordance with their intended purpose.

(4) The foregoing exclusions and limitations of liability apply to the same extent in favor of the Seller's officers, legal representatives, employees, and other agents.

(5) To the extent that the Seller provides technical information or acts in an advisory capacity, and such information or advice is not part of the contractually agreed scope of services owed by the Seller, this is provided free of charge and without any liability.

(6) The limitations set forth in this Section 10 do not apply to the Seller's liability for intentional conduct, for guaranteed characteristics of the goods, for injury to life, limb, or health, or under the Product Liability Act.

§ 11 Retention of Title

(1) The retention of title agreed upon below serves to secure all of the Seller's current and future claims against the Customer (including balance claims arising from a checking account relationship limited to this supply relationship).

(2) The goods delivered by the Seller to the Buyer remain the property of the Seller until all secured claims have been paid in full. The goods, as well as any goods covered by the retention of title that replace them in accordance with the following provisions, are hereinafter referred to as "goods subject to retention of title."

(3) The Customer shall hold the goods subject to retention of title in safekeeping for the Seller free of charge.

(4) The buyer is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the event triggering realization (paragraph 9) occurs. Pledging and transfer of ownership by way of security are not permitted.

(5) If the goods subject to retention of title are processed by the customer, it is agreed that the processing shall be carried out in the name and on behalf of the seller as the manufacturer, and that the seller shall immediately acquire ownership or—if the processing involves materials from multiple owners or if the value of the processed item exceeds the value of the goods subject to retention of title —the Seller shall acquire co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. In the event that the Seller does not acquire such ownership, the Customer hereby assigns its future ownership or—in the aforementioned ratio—co-ownership of the newly created item to the Seller as security. If the goods subject to retention of title are combined with other items to form a single item or are inseparably mixed with them, and if one of the other items is to be regarded as the principal item, the seller shall, to the extent that the principal item belongs to him, transfer to the customer a proportionate share of co-ownership in the single item in the ratio specified in sentence 1.

(6) In the event of the resale of the goods subject to retention of title, the customer hereby assigns to the seller, by way of security, the resulting claim against the purchaser—in the case of the seller's co-ownership of the goods subject to retention of title, on a pro rata basis corresponding to the seller's share of co-ownership. The same applies to other claims that take the place of the goods subject to retention of title or otherwise arise in connection with the goods subject to retention of title, such as insurance claims or claims arising from tort in the event of loss or destruction. The seller revocably authorizes the buyer to collect the claims assigned to the seller in the buyer's own name. The Seller may revoke this authorization to collect only in the event of realization.

(7) If third parties seize the goods subject to retention of title—in particular through attachment—the buyer shall immediately notify them of the seller's ownership and inform the seller thereof to enable the seller to enforce its ownership rights. If the third party is unable to reimburse the seller for the judicial or extrajudicial costs incurred in this connection, the buyer shall be liable to the seller for such costs.

(8) The seller shall release the goods subject to retention of title, as well as any items or claims that have taken their place, to the extent that their value exceeds the amount of the secured claims by more than 20%. The selection of the items to be released thereafter shall be at the seller's discretion.

(9) If the Seller withdraws from the contract due to the Customer's breach of contract—in particular, default in payment (event triggering realization)—the Seller is entitled to demand the return of the goods subject to retention of title.

(10) The Seller is entitled at any time to enter the Customer's warehouse and business premises to remove, separate, or mark the goods subject to retention of title. Upon request, the Customer must provide the Seller with all relevant information regarding the goods subject to retention of title and hand over any necessary supporting documents. The buyer is obligated to fully insure the goods subject to retention of title at its own expense for the benefit of the seller and to provide proof of such insurance to the seller upon request. The buyer hereby assigns to the seller all insurance claims arising therefrom; the seller accepts such assignment.

(11) The assertion of the retention of title shall not be deemed a withdrawal from the contract. The customer's right to possession of the goods subject to retention of title shall expire if the customer fails to fulfill its obligations under this or any other contract. The seller is then entitled to take possession of the goods subject to retention of title and, without prejudice to the customer's payment and other obligations to the seller, to realize their value to the best possible extent through a private sale or by auction. The proceeds from the sale shall be applied toward the customer's liabilities after deduction of costs. Any surplus shall be paid to the customer.

(12) If the retention of title or the assignment is not effective under the law governing the jurisdiction in which the goods are located, a security interest corresponding to the retention of title or the assignment in that jurisdiction shall be deemed to have been agreed upon. If the customer's cooperation is required in this regard, the customer must take all measures necessary to establish and maintain such rights.

§ 12 Confidentiality

The Customer shall use all documents (e.g., samples, models, files, etc.) and knowledge and information received from the Seller solely for the jointly pursued purposes and shall keep them confidential from third parties with the same care as it would its own corresponding documents and knowledge, if the Seller designates them as confidential or has a demonstrable interest in their confidentiality.

This obligation begins upon initial receipt of the documents, knowledge, and information and ends 36 months after the termination of the business relationship between the Client and the Seller.

This obligation does not apply to documents, knowledge, and information that are generally known or that were already known to the Client at the time of receipt without the Client being under any obligation to maintain confidentiality, or that are subsequently transmitted by a third party authorized to disclose them, or that are developed by the receiving Client without utilizing documents or knowledge subject to confidentiality from the Seller.

§ 13 Code of Conduct

The Client undertakes to comply with the “flexlog Code of Conduct – Rules of Conduct for All Employees and Business Partners” in the version in effect at the time the contract is concluded. The Code of Conduct can be accessed at www.flexlog.de/CoC. Compliance with these guidelines is an essential foundation of the business relationship. www.flexlog.de/CoC

The Client further undertakes to comply with all applicable legal provisions regarding the fight against corruption, bribery, money laundering, and other unfair business practices. The Client shall neither directly nor indirectly offer, promise, grant, demand, or accept any improper benefits.

§ 14 Export Controls and Sanctions

(1) Performance of the contract is subject to the condition that it is not precluded by any national or international foreign trade regulations, in particular export control, embargo, or sanctions regulations.

(2) The Client undertakes to provide all information and documents necessary for the review of and compliance with such regulations. Delays resulting from required reviews or approval procedures shall extend the agreed delivery and performance deadlines accordingly.

(3) If the delivery or service is permanently prohibited or cannot be authorized due to applicable export control or sanctions regulations, the Seller is entitled to withdraw from the contract. In this case, the Customer’s claims for damages are excluded, provided that the Seller is not responsible for the obstacle to performance.

§ 15 Final Provisions

(1) The place of jurisdiction for any disputes arising from the business relationship between the Seller and the Customer shall be, at the Seller’s option, D-76227 Karlsruhe or the Customer’s place of business. However, in such cases, D-76227 Karlsruhe shall be the exclusive place of jurisdiction for actions brought against the Seller. Mandatory statutory provisions regarding exclusive places of jurisdiction remain unaffected by this provision.

(2) The relationship between the Seller and the Customer is governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) does not apply.

(3) The buyer may assign claims arising from the contractual relationship to third parties only with the seller’s prior consent. Consent may not be unreasonably withheld. Section 354a of the German Commercial Code (HGB) and mandatory statutory rights of assignment remain unaffected.

(4) To the extent that the contract or these General Terms and Conditions of Sale and Delivery contain gaps in their provisions, the legally effective provisions shall be deemed agreed upon to fill such gaps—provisions that the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Sale and Delivery had they been aware of the gap.

(5) The Seller shall process the personal data of the Customer and its contacts exclusively in accordance with applicable data protection regulations, in particular the General Data Protection Regulation (GDPR), to the extent necessary for the initiation, performance, and fulfillment of the contractual relationship. Additional information is provided in the Seller’s privacy policy.

(6) Unless a more stringent form is required by law, contract-related declarations and notifications may also be made in text form, in particular via email. Changes to contact information must be communicated to the other contracting party without delay.