

General Terms and Conditions of Sales and Delivery – 04/2026

General:

All our deliveries and/or services (hereinafter called "Deliverables") shall exclusively be carried out according to this General Terms and Conditions of Sale and Delivery (hereinafter called "GTC") in its most current version, being available under www.teufelberger.com, if not expressly agreed upon otherwise in writing. Any differing terms of the Buyer of the Deliverables (hereinafter called "Buyer") shall be invalid, even if the same have not been expressly contradicted. Deviations from these GTC intended by the Buyer shall only be valid when acknowledged by us in writing. These GTC explicitly apply for any purchase orders placed by the Buyer based on these GTC („Purchase Orders“), contracts with the Buyer, and all transactions between the Buyer and us entered into in the future, even if these GTC are not referred to separately on a case-by-case basis. All agreements by our representatives are only applicable after a written confirmation of acceptance by us.

1. Orders

1.1 Orders by the Buyer, even upon our offer, and any alterations of our GTC contained in the delivery contract, need our written confirmation.
 1.2 Orders without any preceding offer by us shall be made in writing, by email, or orally confirmed in writing to our address, telephone number, and email address, which is available at the Teufelberger Website Teufelberger | Locations Worldwide.
 1.3 Contracts are made by our subsequent written confirmation of the orders or a corresponding delivery. It is expressly agreed that we are not obliged to confirm an order, e.g. due to capacity constraints, etc. Order confirmations are sent to the Buyer's most recently provided address, which is also true for ongoing business relationships. Upon confirmation by us, the order becomes binding on the Buyer.
 1.4 Subject matter of a respective delivery contract are solely those Deliverables which are stated in the confirmation of the order. Further Deliverables are calculated separately and shall be agreed on separately between the parties.

2. Delivery

2.1 Deliverables are supplied by our respective factory plant being stated in the order confirmation (Incoterm: EXW Incoterms 2020) unless otherwise agreed in writing.
 2.2 If delivery to the Buyer is agreed in writing, we are free to choose the means of transport and the transport route to be taken. From the transfer of Deliverables to the carrier the Deliverables are forwarded at the risk and cost of the Buyer, even if the delivery is executed free destination (INCOTERM CPT). Transport insurance is arranged only on the expressive request of the Buyer and at its cost.
 2.3 The date of delivery is the day when the Deliverables leave the plant or the storage in transit or are put at the disposal of the Buyer and ready for shipment/collection. We will inform the Buyer when the Deliverables are ready for collection. Five working days after the time - in case of delivery EXW - when the Buyer has been informed that Deliverables are ready for collection, the Deliverables are stored at the risk and costs of the Buyer.
 2.4 We are entitled to carry out part- and advance deliveries and to separately invoice (part) amounts for them.
 2.5 Delivery dates are non-binding unless we explicitly assure the binding nature in writing.
 2.6 Buyer assumes all liability for ensuring local compliance and safe use of the Deliverables upon delivery, including regulatory obligations in the country of destination, and will fully indemnify us and hold us harmless in case of non-compliance with this obligation.
 2.7 We reserve the right to change or modify any of the Deliverables' inherent physical characteristics and technical specifications without prior notice.

3. Interruptions or delays of delivery:

3.1 In case we do not deliver in time, the Buyer must set a reasonable cure period for the delivery in writing of at least 30 days.
 3.2 We are only liable for default based on gross negligence or willful misconduct. Section 14 applies accordingly.
 3.3 If the Buyer does not collect the Deliverables within the period of one week after having been informed that they are ready for collection, or if it does not send a written information about the means of transport or the transport route to be used within a week's time after having been informed that they are ready for collection, we have the right to deliver the Deliverables to the Buyer at the risk and costs of the Buyer. The place of transport and transfer of risk in such case is the handing over of the Deliverables to the carrier.
 3.4 If the Buyer refuses collection (if applicable) on the due date, in particular if the Incoterm clause FCA applies to the delivery in question and no carrier appears from the Buyer at the agreed delivery time, it shall nevertheless make full payment of the purchase price. In such instances, we store the Deliverables at the risk and expense of the Buyer; at Buyer's request, we shall insure the Deliverables at Buyer's expense. Upon Buyer's failure to collect the Deliverables within 14 (fourteen) days of our offering, we are entitled to rescind the contract or claim damages for non-fulfillment.
 3.5 If there is a divisible performance, the Buyer, however, is only entitled to a withdrawal in relation to the Deliverables which have actually not been delivered.

4. Force majeure

4.1 If such disruption shall last for longer than sixty (60) days, both parties shall be entitled to cancel the contract subject to these GTC.
 4.2 During the duration of force majeure events, statements of us about delivery dates as well as dates in general, forecasts and lead times are not binding.

5. Quality

5.1 For all Deliverables a merchantable quality is agreed. The quality level stated in the order confirmation is considered as decisive for the execution of the order. Deviations

in color and quality customary in trade are reserved due to the fact that raw material varies regularly. Such deviations with respect to the material do not constitute a defect.

6. Quantity

6.1 We may deliver, for reasons of packaging, up to 10% (ten percent) more or less of the value of the Deliverables ordered without being in breach of contract. In such event, the quantity actually delivered shall be billed.

7. Packaging

7.1 We pack the Deliverables at our own discretion. The packing is not collected and taken back by us and it is invoiced separately, except as agreed otherwise in writing. The Buyer shall properly dispose of all packaging delivered to it.

8. Instructions

8.1 Instructions in brochures, instructions for use (IFU), user manuals, and other product information provided by us ("Instructions") must be strictly followed. The Instructions define a field of application for the Deliverables ("Intended Use"). Without prior written consent of us, the Deliverables must not be used and/or handled outside the Intended Use and/or other Instructions. Furthermore, the Deliverables must not be combined with other products and/or substances, except if such combination is clearly deferrable from the Instructions. We hereby expressly warn against the use and/or the handling of the Deliverables and/or combination with other products and/or substances without our prior written consent.
 8.2 The Buyer is obliged to strictly adhere to the content of the documents made available to it by us and may not amend them. Insofar as a contractual territory is agreed, the Deliverables may only be used within such territory. The Buyer shall inform all further buyers (customers) or users accordingly.
 8.3 We shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information contained in technical documents, product descriptions, sales brochures, instruction manuals, or any other documents prepared by the Buyer, which are in any manner provided or made available to the customer or user. The same shall also apply if we have authorized or given our consent to such documents, because such authorization or consent shall be limited merely to the layout and compliance with corporate identity and shall not pertain to content. If a translated IFU is required for Product registration, the translation of the IFU shall be provided by us.

9. Use of trademarks:

9.1 Use of our trademarks by the Buyer needs our prior written approval. If approved by us for the term of the contractual relationship between us and the Buyer, the Buyer confirms and warrants that our trademarks are solely used as foreseen by us and any amendment and/or deviation of our trademarks is strictly prohibited.

10. Pricing

10.1 All prices are in USD, if not stated otherwise.
 10.2 In general, the purchase price is the price set by us, or if the price has not been set, the price stated in our most recent price lists, as valid at the time of the purchase order.
 10.3 Unless otherwise agreed in individual cases, all prices and charges are net prices exclusive of any statutory value added tax and other taxes or duties, as well as exclusive of packaging surcharges, transport costs and any processing fees that may be incurred.
 10.4 The Buyer shall inform us immediately, if withholding tax is due in the Buyer's country of residence for the Deliverables supplied. Upon receipt of this information, we shall immediately provide the Buyer with all documents necessary to obtain a tax reduction, tax exemption or applicability of a zero-tax rate for the Deliverables supplied. It is the Buyer's responsibility to ensure that the tax authorities in the Buyer's country of residence receive all necessary information in a timely manner so that no or reduced withholding tax is being levied with respect to the Deliverables supplied. Any withholding tax to be borne by us shall in all cases be borne by the Buyer.
 10.5 The Buyer shall be liable for all additional tax payments resulting from incorrect information provided by the Buyer.
 10.6 We shall not be liable for future tax/legal changes; taxes, customs and duties resulting from such tax/custom/legal changes shall be borne by the Buyer. The Buyer must ensure that these taxes are duly reported and paid.
 10.7 We shall be at free to transmit invoices either by post or electronically (e.g. via email).
 10.8 Within the framework of an ongoing business relationship, we reserve the right to raise the price of the Deliverables, especially if necessary based on general price changes beyond our control (such as, but not limited to, exchange-rate fluctuations, currency regulations, customs changes, a rise in costs of materials and manufacture, etc.).

11. Invoices

11.1 Invoice amounts shall be paid within 30 (thirty) days of the invoice date. Payment shall be made in U.S. Dollars by wire transfer or ACH (Automated Clearing House), to the bank account designated by Teufelberger Redaelli USA Inc. Payment shall be deemed made only upon actual receipt of cleared funds in the designated account.
 11.2 All payments shall be made at Buyer's risk and expense. Buyer's payment obligation is fulfilled upon receipt of cleared funds, irrevocably, unconditionally, and in due time credited to the bank account designated by Teufelberger Redaelli USA Inc.
 11.3 Except as expressly permitted under Section 11.6, retention of payment or offsetting by the Buyer based on any counterclaims whatsoever is prohibited.
 11.4 If payment is not received when due, Buyer shall be in default without the need for any notice or demand, and shall owe interest on the overdue amount at a rate of 1.5% per month (18% per annum), or the maximum rate permitted by applicable Texas law, whichever is less, from the due date until payment is received in full.
 11.5 All costs and expenses incurred by us in collecting overdue amounts, including reasonable attorneys' fees and collection costs, whether or not suit is filed, shall be borne by Buyer. Payments received shall be applied first to accu-

ed interest and collection costs, then to the oldest outstanding principal amount. 11.6 Buyer shall have no right to withhold, reduce, or set off any payment owed to us on account of any claim, dispute, or alleged breach by us, except as required by a final, non-appealable court order or as expressly agreed by us in writing. 11.7 In the event of payment default and/or deterioration in the Buyer's credit rating, notwithstanding any further rights of us, we shall be entitled, at our discretion, to (i) cancel the contract subject to these GTC or suspend further deliveries to the Buyer; (ii) shorten the Buyer's payment period; (iii) demand payment in advance; (iv) request security in the value of the delivery; or (v) charge interest at the rate of 18% per annum (1.5% per month), or the maximum rate permitted by applicable Texas law, whichever is less, from the date payment was due until paid in full. 11.8 See Section 11.9 for our rights upon Buyer's insolvency or bankruptcy. 11.9 In the event of Buyer's insolvency, general assignment for the benefit of creditors, appointment of a receiver, or the filing of a voluntary or involuntary petition under any chapter of the U.S. Bankruptcy Code (11 U.S.C. 101 et seq.), we may terminate the contract immediately without granting any additional grace period.

12. Retention of title

12.1 We shall retain title to the Deliverables until full payment of invoice amounts (retention of title). Retention of title also comprises the processed and manufactured products/Deliverables. Teufelberger Redaelli USA Inc. shall have the right to file UCC-1 financing statements in all appropriate jurisdictions to perfect its security interest in the Deliverables and proceeds thereof under UCC Article 9 (Tex. Bus. & Com. Code Ch. 9). Buyer hereby authorizes such filings and shall execute any additional documents reasonably requested to effect such perfection. 12.2 Until transfer of title, the Buyer shall hold the Deliverables in safekeeping on our behalf upon delivery. It shall store the Deliverables in a due and proper manner at its own expense and protect and insure the Deliverables against destruction and deterioration. In the event of payment default, we shall be entitled without setting a further extension of time to terminate any contract subject to these GTC and to claim return of the Deliverables as well as, if the Buyer fails to comply, to enter upon the Buyer's places of storage or those of third parties in order to repossess the Deliverables at Buyer's costs. 12.3 The Buyer shall not be entitled to use or lend the Deliverables as collateral. 12.4 If the Deliverables to which title is held by us is mixed, combined or integrated with other items, the Buyer shall assign its rights of ownership or co-ownership in the new item to us and shall hold the item in safekeeping on behalf of us with due commercial care. 12.5 The Buyer may sell the Deliverables to which title is held by us only in the context of regular business transactions, and provided it is not in payment arrears. The Buyer hereby assigns to us its purchase-price claims against its customers arising from resale and shall enter the requisite endorsement of validity in its accounts or on its invoices and take all requisite steps to ensure that such assignment is legally valid. 12.6 We have to be informed immediately in case of a seizure by a third party of the Deliverables under retention of title.

13. Warranty

13.1 Unless otherwise agreed in writing, the Deliverables shall conform with a contract subject to these GTC if: (i) the Deliverables are suitable for a particular purpose of which we have been expressly notified upon conclusion of the contract and we have confirmed the same in writing; (ii) it possesses the features of an article which we or the Buyer have presented by way of sample or specimen; or (iii) it is suitable for the purposes for which a Deliverable of the same type is usually used. 13.2 We shall not be liable for the Deliverables if, upon formation of the contract the Buyer knew or should have known of such a defect or material breach. 13.3 We shall not be liable for any use of the Deliverables outside of the Intended Use and/or other Instructions. 13.4 The warranty period shall be no longer than the mandatory period foreseen in applicable law, but maximum the term stated in the instructions for use/product description or 2 (two) years upon delivery, whichever is shorter (transfer of risk to the Buyer in accordance with the agreed Incoterm clause). 13.5 We do not warrant that the Deliverables are free of third parties' intellectual property rights and/or do not infringe third party rights. We shall not be liable for any costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney's fees related to an infringement (alleged or in fact) of third parties' intellectual property rights through any use of the Deliverables. 13.6 The Buyer must immediately, upon receipt of delivery as per section 2 inspect the Deliverables or have it inspected. The Buyer has no claim for damages for non-conforming Deliverables if it fails to notify us immediately after it has or should have discovered the non-conformity or a defect, specifying the nature of the contractual breach. The Buyer shall notify us within 14 (fourteen) days upon delivery as per section 2 about a non-conformity or defect or otherwise forfeit its rights. This is also true for misdirected deliveries and deliveries of unordered goods. 13.7 If a check of the Deliverables is not possible with especially packed Deliverables, the packing has to be checked. If it shows an external damage which may indicate a damage of the packed Deliverables we must immediately be informed - otherwise no liability or damage claim is admissible. 13.8 In case of delivery of non-conforming Deliverables, the Buyer shall provide us a reasonable cure period (not less than 60 days unless otherwise agreed in writing) to fulfill our contractual duties. 13.9 In the event that we are not willing or able to fulfill our duties, the Buyer may: (i) reduce the price in the same proportion as that by which the value of the Deliverables at the time of delivery compares with the value which the contractual Deliverables would have had at the same time; or (ii) terminate the contract subject to these GTC. If, however, we remedy a defect in fulfillment of our duties, or if the Buyer refuses to accept fulfillment by us, the Buyer may neither reduce the price nor terminate the contract which is subject to these GTC. Moreover, the Buyer shall lose the right to cancel the contract subject to these GTC or to claim substitute delivery from us if it is unable to return the Deliverables in the same condition as that in which it was received by the Buyer. 13.10 Return deliveries of Deliverables need an expressive written ap-

proval by us and are charged to the account and at the risk of the Buyer. 13.11 In case of unjustified notices of defect causing extensive re-examinations, we are entitled to charge the costs for these examinations to the account of the Buyer. 13.12 To claim warranty does not release the Buyer from its obligation to pay (see section 11). 13.13 The Warranty is void if the Deliverable is used in combination with unauthorized components, modified, or further processed without our written approval. 13.14 EXCEPT AS AGREED OTHERWISE IN WRITING, WE EXPRESSLY DISCLAIM ALL FURTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY PRODUCT SPECIFICATIONS, NON-INFRINGEMENT OR FUNCTIONAL ABILITY.

14. Liability

14.1 The parties agree to a full exemption of liability for us, to the extent this does not conflict with mandatory legal provisions, especially applicable Product Liability Law. Especially the following shall be excluded: 14.1.1. To the maximum extent permitted by applicable law, our liability for damages arising from ordinary negligence is excluded. This exclusion does not apply to claims arising from gross negligence or willful misconduct, or to mandatory claims for death or personal injury. 14.1.2. IN NO EVENT SHALL TEUFELBERGER REDAELLI USA INC. BE LIABLE (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) FOR: (I) DAMAGES RESULTING FROM WEAR AND TEAR, UNPROFESSIONAL TREATMENT, OR CIRCUMSTANCES OUTSIDE NORMAL OPERATIONAL CONDITIONS; AND/OR (II) LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF BUSINESS; AND/OR (III) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND; AND/OR (IV) COSTS, DAMAGES, EXPENSES, FINES, LIABILITIES, LOSSES, PENALTIES, INCLUDING ANY LITIGATION EXPENSES AND ATTORNEYS' FEES RESULTING FROM AN INFRINGEMENT (ALLEGED OR IN FACT) OF THIRD PARTIES' INTELLECTUAL PROPERTY RIGHTS OR RIGHTS IN CONNECTION WITH THE USE OF THE DELIVERABLES; AND/OR (V) DAMAGES RESULTING FROM IMPROPER USE, NEGLIGENT HANDLING, FAILURE TO FOLLOW SAFETY INSTRUCTIONS OR TECHNICAL DOCUMENTATION, AND/OR CHANGES THE BUYER MADE TO THE DELIVERABLES OR TO ITEMS CONCERNING THE DELIVERABLES (E.G. INSTRUCTIONS), WHICH DEVIATE FROM THE INTENDED USE AND/OR OTHER INSTRUCTIONS, IRRESPECTIVE OF WHETHER OR NOT THE PARTIES, UPON CONCLUSION OF A CONTRACT SUBJECT TO THESE GTC, CONSIDERED SUCH LOSSES, AND THE SAME WERE INCURRED BY THE BUYER IN CONNECTION WITH SAID CONTRACT AND/OR THE FULFILLMENT THEREOF. 14.2 Our liability in relation to the Buyer in respect of all claims under any contract subject to these GTC, whatever the legal grounds therefor and taking into account the regulation in Section 14.1, shall be limited to the purchase price of the Deliverables giving rise to the claim, or – as an absolute maximum cap – USD 2,000,000.00 (two million U.S. dollars), whichever is lower. The foregoing limitation of liability applies in the aggregate to all claims arising under or in connection with any contract subject to these GTC, regardless of the form of action or the theory of recovery. 14.3 Our oral and written advice, also in sales negotiations, is unbinding and does not free our Buyers from verifying by themselves to which extent the Deliverables are suitable for the intended techniques and purposes. We do not take any responsibility for the applicability of the Deliverables for a special purpose. The fact that the order complies with special directives which are not checked by us, does not oblige us in any way. 14.4 The Buyer is responsible for ensuring compliance with all applicable laws, regulations, and standards in the country or countries where the Deliverables are sold, distributed, or otherwise placed on the market (the "destination country"). This includes, but is not limited to, obtaining all necessary local certifications and approvals required for lawful distribution and use of the products. The Buyer is further obliged to inform us in writing of any product-specific regulatory requirements or restrictions applicable in the destination country, insofar as the Buyer is or reasonably should be aware of them. 14.5 The Buyer shall fully indemnify, defend and hold harmless us and our affiliates (including their officers, directors, stockholders, agents, servants, employees, representatives and/or subcontractors) ("Teufelberger Indemnitees") from and against any and all actions, allegations, claims, causes of actions and/or demands by a third party against any Teufelberger Indemnitee resulting (all 14.5.1-14.5.5. a "Buyer Claim") 14.5.1 from changes made to the Deliverables and/or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions, and/or 14.5.2 from a violation of Section 14.4., and/or 14.5.3 from a combination with other products outside the Intended Use and/or any other Instructions, and/or 14.5.4 from any and all actions, allegations, claims, causes of actions and/or demands by a third party against any Teufelberger Indemnitee arising – also but not limited to – in case of an infringement of intellectual property rights of third parties and/or in case of an indirect infringement of property rights caused by actions of or the use by the Buyer as described in Section 14.5.1, and/or 14.5.5 from any and all actions, allegations, claims, causes of actions and/or demands by a third party against any Teufelberger Indemnitee arising if we produce the Deliverables in accordance with specifications, drawings, specimens or other documents provided by the Buyer which infringe rights, in particular intellectual property rights, of third parties; and/or 14.5.6 all costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorney's fees, arising from or related to a Buyer Claim; at our request, the Buyer shall make advance payments for anticipated reasonable attorney's fees and legal costs of preparation, defense, investigation and proceedings. The liability of the Buyer shall also include the costs for out-of-court dispute settlement attempts and in any case reasonable costs of legal representation; and 14.5.7 any costs or expenses, including any attorneys' fees and litigations costs and expenses, incurred by a Teufelberger Indemnitee to (1) defend a Buyer Claim (but only to the extent Buyer does not timely assume the defense thereof) and (2) enfor-

ce Buyer's defense and/or indemnification and hold harmless obligations under this section, which amounts shall be deemed to arise from and relate to a Buyer Claim.

14.6 The Buyer is also required to maintain adequate liability insurance throughout the duration of the business relationship, for the entire statutory warranty period in the destination country, and for any additional period covered by voluntary guarantees. Upon request, the Buyer shall provide satisfactory evidence of such insurance coverage. The minimum insured amount must be appropriate to the potential liability exposure.

14.7 Failure to maintain the required insurance coverage or to provide proof upon request shall constitute material breach and grounds for immediate contract termination. We further reserve the right to seek damages for any loss arising from such breach.

15. Compliance (in case the Buyer acts as Sales Representative, Dealer and/or Importer)

15.1 The Buyer undertakes to comply with the Teufelberger Code of Conduct (available at [tb_la_supplier-code-of-conduct-a4_en.pdf](#)) in its currently valid version and all applicable and valid laws and regulations, in particular the U.S. Foreign Corrupt Practices Act of 1977 (15 U.S.C. 78dd-1 et seq.), as amended, as well as all applicable antitrust, competition, and anti-corruption laws.

15.2 Neither the Buyer nor any persons acting on its behalf, in particular executives, employees, or agents, may make, offer, or accept any improper payments or gifts, directly or indirectly, to third parties, including their employees, executives, or public officials, representatives of a government agency or authority, or a political party or its candidates. The Buyer agrees that its own contractual partners shall comply with principles that are at least comparable to those of the Teufelberger Code of Conduct.

15.3 We reserve the right to check the Buyer's compliance with the provisions of this terms and conditions and all applicable laws and regulations, including the Teufelberger Code of Conduct, at any time during business hours after prior written notice. In the event of non-compliance, we reserve the right to terminate the respective agreement.

16. Sanctions, Embargoes and Military Use

16.1 The parties are aware that sanctions and/or embargoes or the like („Measures“) may apply to territories, countries, legal entities and/or natural persons under various jurisdictions (e.g. US law, EU law, national law). Both parties undertake to (i) conduct sufficient due diligence and closely monitor their own customers at all times, (ii) ensure that they do not supply products to entities and/or territories subject to such Measures, and (iii) not otherwise violate any applicable Measures that would expose either party and/or its affiliates to export or sanctions penalties.

16.2 Both parties mutually confirm that they have established an effective compliance system to ensure adherence to the measures in their respective companies.

16.3 The Buyer shall not export or re-export any Deliverables in violation of applicable U.S. export control laws and regulations, including without limitation the Export Administration Regulations (EAR, 15 C.F.R. Parts 730–774) administered by the U.S. Bureau of Industry and Security (BIS), OFAC sanctions programs (31 C.F.R. Parts 500–599), and the International Traffic in Arms Regulations (ITAR, 22 C.F.R. Parts 120–130) where applicable. In addition, the Buyer may not export or re-export delivery items that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 and/or Article 8g of Regulation (EU) No. 765/2006 to the Russian Federation and/or the Republic of Belarus, each in its most current version, to the extent such EU regulations are applicable to the transaction.

16.4 The Buyer must ensure that the purpose of the clauses 16.1. and 16.3 is not frustrated by third Parties, including resellers. The Buyer must also establish and maintain an appropriate monitoring mechanism to detect third Party conduct that would frustrate the purpose of the clauses 16.1 and 16.3 .

16.5 We shall not be obliged to fulfill any contract based on this GTC and/or a delivery obligation if obstacles arise due to national or international foreign trade, customs or other measures. The Buyer shall provide all necessary declarations and documents that are relevant for the issuance of the required export licenses. If an export license cannot be issued, replacement delivery items shall be mutually agreed, whereby any additional costs for this shall be borne by the Buyer. Claims against us due to delayed or revoked export licenses are excluded.

16.6 Any breach of the clauses 16.1., 16.3 and/or 16.4 shall constitute a material breach of a material term of the agreement and we shall be entitled to seek appropriate remedies, including but not limited to:

- (i) termination with immediate effect of all individual agreements that are the subject of this GTC, and/or
- (ii) the right to claim liquidated damages (the parties acknowledging that actual damages from a sanctions breach are difficult to calculate and that the following amount represents a reasonable pre-estimate of anticipated harm) in the amount of five (5)% of the total annual value of the relevant individual agreement subject to this GTC or USD 25,000, whichever is higher. In addition, the Buyer shall immediately notify us in writing of any imminent or actual violations of provisions pursuant to the Measures or other problems in the application of the clauses 16.1, 16.3 and 16.4 and provide the relevant documents.

16.7 Unless otherwise required by applicable mandatory law, the Buyer undertakes to fully indemnify, defend and hold us (and our affiliates (including their officers, directors, shareholders, partners, independent contractors and subcontractors)) harmless from and against all claims, demands, damages and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of this Section 16 by the Buyer. In the event of legal action, the Buyer shall be obliged to pay our reasonable legal fees and costs in advance.

17. Confidentiality

17.1 All information disclosed by us within the framework of a contract subject to these GTC shall be deemed confidential unless, at the time of disclosure, it is expressly identified as non-confidential or, by its nature, is clearly non-confidential. All rights in the confidential information shall be reserved to us and title thereto shall continue to be held by us.

17.2 Nothing in these GTC or in a contract between us and the Buyer shall be interpreted as granting the transferring any rights to confidential information by transferring ownership rights in the Deliverables.

17.3 No confidential information may be disclosed to third parties without our prior written consent.

17.4 Publications of the Buyer in respect of or in connection with Deliverables require our prior written consent.

17.5 The duty of confidentiality will survive the termination or expiry of a contract subject to these GTC.

18. Miscellaneous

18.1 The Buyer grants us the right to name the Buyer as a reference customer by using first/last name or company name, address and company logo. This right is granted free of charge and is unlimited in time, space and content. The Buyer can revoke this consent at any time in writing to us (e.g. via email). The legality of the naming as reference customer up to the revocation is not affected by the revocation of the consent. We will remove, under consideration of our legitimate interests, as far as economically reasonable and/or technically possible, publications already arranged before receipt of the revocation declaration of the Buyer.

18.2 The Buyer is not entitled to assign any claims to third parties arising out of or in connection with any contract with us without our prior written consent and any assignment in violation of this provision is null and void.

18.3 We, as well as all companies with which a Teufelberger company is directly or indirectly associated by way of a holding constituting at least 50% (including sister companies), shall be entitled to undertake offsetting in respect of claims which may or may not be due and payable, including future claims, held by us against the Buyer or held by the Buyer against us.

18.4 Nothing in these GTC and contracts subject to these GTC shall establish a partnership, company or joint venture of any type. Neither party shall be entitled to act as representative of the respective other party for any purpose whatsoever and/or to commit the respective other party or to give undertakings on behalf of the other party. In the event of termination of the contract, the Buyer shall not be entitled to any consideration, indemnification, or remuneration of costs of market development or amortized or non-amortized investments.

18.5 If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of these GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

18.6 These GTC shall be exclusively governed by and construed under the LAWS OF THE STATE OF TEXAS, USA, without regard to any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and any statute, treaty, or convention implementing or incorporating the CISG are expressly excluded and shall not apply.

18.7 Any dispute arising out of or in connection with these GTC and/or in connection with any contractual relationship between us and the Buyer subject to these GTC, including related to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects („Dispute“), shall be settled exclusively by the state or federal courts located in Harris County, Texas. Each party irrevocably submits to the exclusive jurisdiction and venue of such courts and waives any objection based on improper venue or forum non conveniens.

18.8 The Buyer shall not pass on to customers and/or third parties its access data relating to our web portals. In the event of departure of an employee from the Buyer holding such data, we shall be immediately notified, and the said employee's access data must be immediately amended. The Buyer shall change its passwords at regular intervals.

18.9 Each party warrants to the other that it will duly comply with its obligations under all applicable data protection and privacy laws, including without limitation the California Consumer Privacy Act (CCPA), the Children's Online Privacy Protection Act (COPPA), HIPAA (where applicable), and all other applicable U.S. federal and state privacy laws. We apply our privacy practices according to our Data Privacy Statement available at [Data Protection | Teufelberger](#).

18.10 We are entitled to correct obvious errors, like e.g. mistakes in writing and calculation in offers, cost estimates, confirmation of orders, bills of delivery and invoices at any time.

18.11 There are only written agreements valid between the parties to these GTC and agreements being entered based on these GTC. An alteration of the GTC also needs to be in writing. The same is true for giving up the demand of the written form. Oral agreements are not legally binding. The Buyer acknowledges that our employees or third parties are not entitled to make promises deferring from contractually agreed primary obligations (like agreements of payment, quality assurance, terms of delivery), except if agreed by us in writing.

18.12 We are entitled to change the GTC. We will inform the Buyer about these alterations and about the exact date of alteration at least thirty (30) days before the date of alteration. Buyer's placement of a purchase order or continued acceptance of Deliverables after the effective date of any such amendment shall constitute Buyer's acceptance of the amended GTC.

19. JURY TRIAL WAIVER; ATTORNEYS' FEES

19.1 EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE GTC OR ANY CONTRACT BASED HEREON, INCLUDING ANY CLAIM IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. THIS WAIVER IS INTENDED TO ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EITHER PARTY MAY FILE A COPY OF THIS PROVISION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

19.2 In any legal proceeding to enforce these GTC or any contract based hereon, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and litigation expenses from the non-prevailing party.