

General Terms and Conditions

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I. General Provisions

1. These general terms and conditions (GTC) shall apply in particular to contracts for the sale and/or delivery of movable goods, in particular hardware with pre-installed firmware as well as the standard application software ("SOFTWARE") together with the associated user documentation (hereinafter also referred to as: "GOODS"), between PLATH SIGNAL PRODUCTS GmbH & Co KG ("PLATH SIGNAL PRODUCTS"/"US"/"WE") and a buyer of such GOODS ("BUYER"/"YOU") irrespective of whether PLATH SIGNAL PRODUCTS manufactures the goods itself or purchases them from suppliers (§§ 433, 650 BGB). The SOFTWARE is delivered as an executable file; the SOURCE CODE and the OBJECT CODE are not provided. The installation and preparation of the technical readiness for operation, the provision of minor adaptation services, the installation and running of the standard application software or instruction shall be ordered separately. Project, maintenance and support services are not the subject of these GTC and must be ordered separately. The agreed quality of the GOODS is conclusively defined in the user documentation and the offer individually prepared and supplied by PLATH SIGNAL PRODUCTS. The technical data, specifications, explanations of the functions and possible uses and other information in the user documentation and the individual offer are to be understood exclusively as a description of the quality within the meaning of Section 434 (1) sentence 1 of the German Civil Code (BGB) and not as an independent guarantee, quality or durability guarantee.

2. The GTC in their respective version shall also apply as a framework agreement to future contracts for the sale and/or delivery of GOODS with the same BUYER without US having to refer to them again in each individual case.

3. These General Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the BUYER shall only become effective if and to the extent that WE have expressly agreed to their validity in writing. The requirement of consent shall apply in any case, for example even if WE carry out the delivery to the BUYER without reservation or accept payments in the knowledge of the BUYER's GTC.

4. Individual agreements made with the Buyer (including ancillary agreements, supplements and amendments) shall take precedence over these GTC. A written contract (e.g. framework agreement) or our written confirmation shall be binding for the content of such agreements.

5. Legally relevant declarations and notifications to be made to US by the BUYER after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in writing to be effective. The written form requirement is also met by sending an e-mail containing a scanned original of the relevant declaration and/or notification (Sect. 126 b German Civil Code).

6. Partial deliveries and transshipments are permitted.

7. PLATH SIGNAL PRODUCTS may award contracts to subcontractors and external service providers for the performance of the contract.

II. Conclusion of Contract

1. Our offers are subject to change and non-binding. This also applies if WE have provided the BUYER with technical documentation (e.g. drawings, plans, calculations, references to standards), other product descriptions or documents, also in electronic form. WE also reserve the property rights and copyrights to cost estimates, drawings and other documents prepared by US; these may also only be made accessible to third parties with OUR prior consent.

2. The order of the GOODS by the BUYER shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, WE shall be entitled to accept this offer of a contract within four (4) weeks after its receipt by US.

3. Acceptance of the order can be declared either in writing (e.g. by order confirmation), in text form, or by way of delivery of the goods to the BUYER.

III. Retention of Title

1. The items which are part of the scope of delivery (the "Retained Goods") remain the property of PLATH SIGNAL PRODUCTS until the BUYER has fully satisfied any claims arising from the business relationship. If the value of the security interests exceeds the value of the secured claims by more than

20%, PLATH SIGNAL PRODUCTS will release a corresponding part of the security interests upon the BUYER's request; PLATH SIGNAL PRODUCTS will decide which security interests it will release.

2. During the period of retention of title, the BUYER may not pledge the goods subject to retention of title or use them as collateral and resellers are only permitted to resell the goods within the scope of their usual business activities and only on condition that they receive payment from their customers or make the transfer of ownership dependent on the fulfilment of the payment obligation by their customer.

3. In the event that the BUYER resells GOODS under retention of title, the BUYER hereby assigns to PLATH SIGNAL PRODUCTS as security all claims against its customer arising from the resale, including all liens and balance claims, without the need for further declarations in this regard. If the GOODS under retention of title are sold with other items without a separate price being agreed for the GOODS under retention of title, the BUYER shall assign to PLATH SIGNAL PRODUCTS the fraction of the total price resulting for the price invoiced by PLATH SIGNAL PRODUCTS for the GOODS under retention of title.

4. (a) The BUYER may process, combine and mix the GOODS subject to retention of title with other objects. Processing shall be carried out for and on behalf of PLATH SIGNAL PRODUCTS. The BUYER shall store newly created items for PLATH SIGNAL PRODUCTS with the reasonable care of a prudent businessman. These new items shall be deemed to be GOODS subject to retention of title.

(b) If GOODS subject to retention of title are combined or mixed with other objects not belonging to PLATH SIGNAL PRODUCTS, PLATH SIGNAL PRODUCTS and the BUYER agree already now that PLATH SIGNAL PRODUCTS becomes co-owner of the new objects in the proportion of the value which the GOODS subject to retention of title combined or mixed with other objects have at the time of the combination or mixing. In this respect, the new items shall be deemed to be GOODS subject to retention of title.

(c) The provisions on the assignment of claims under Clause 3 shall also apply to new items. However, the assignment shall only apply to the amount PLATH SIGNAL PRODUCTS has invoiced for the GOODS subject to retention of title which have been processed, mixed or combined.

5. If the BUYER does not fulfil his obligations, does not pay open charges when due or violates his obligations in any other way, PLATH SIGNAL PRODUCTS may withdraw from the contract and take back the GOODS subject to retention of title, in case of a continuing failure after expiry of a reasonable remedy period set by PLATH SIGNAL PRODUCTS; the statutory provisions according to which no remedy period is required shall remain unaffected. The BUYER shall return the GOODS subject to retention of title. The return of the Retained Goods by PLATH SIGNAL PRODUCTS, its exercise of the

retention of title or the seizure of the Retained Goods shall not constitute a rescission of the contract unless PLATH SIGNAL PRODUCTS expressly so declares.

IV. Delivery Time; Delays

1. Delivery times for the scope of delivery are only binding if all documents to be provided by the BUYER, required permits, supplies and approvals have been submitted in due time and the BUYER has fulfilled the agreed terms of payment and his other obligations.

2. If the BUYER does not fulfil his obligations according to clause IV. 1 and if he is at least predominantly responsible for this failure, PLATH SIGNAL PRODUCTS can

(a) reasonably extend the delivery dates/delivery periods and/or

(b) send a reminder to the BUYER with a reasonable deadline to perform the delayed action.

3. If the BUYER fails to meet the deadline, PLATH SIGNAL PRODUCTS shall be entitled to terminate or withdraw from the contract. In addition, any payments agreed for partial deliveries shall become due at the agreed times without further request. In case of withdrawal, the payments are subject to claims for damages.

4. If the set deadlines are not met because of

(a) force majeure, such as general mobilisation, war, terrorist attacks, riots or comparable events (e.g. strikes or lockouts), epidemics or pandemics,

(b) of viruses or other attacks on the IT systems of PLATH SIGNAL PRODUCTS that occur despite existing protective measures that comply with the principles of due diligence,

(c) obstacles arising from German, US or other national law, EU or international regulations on foreign trade or other circumstances for which PLATH SIGNAL PRODUCTS is not responsible; or

(d) the fact that PLATH SIGNAL PRODUCTS has not received its own deliveries on time or in the form owed, these deadlines shall be extended accordingly.

5. If the acceptance of the delivery items by the BUYER is delayed by more than one month due to circumstances for which the BUYER is responsible, PLATH SIGNAL PRODUCTS is entitled to charge storage costs of 0.5% up to a maximum of 5% of the price of the delivery items for each additional month. The contracting parties may prove that higher or lower storage costs have been incurred.

6. If the contractually agreed delivery is not available because PLATH SIGNAL PRODUCTS has not been supplied by its delivery companies or because the stock of GOODS required for the order is exhausted at PLATH SIGNAL PRODUCTS, PLATH SIGNAL PRODUCTS may make a delivery

equivalent in quality and price. If PLATH SIGNAL PRODUCTS is unable to make a delivery equivalent in quality and price, it may withdraw from the contract.

V. Granting of Rights

1. PLATH SIGNAL PRODUCTS grants the BUYER a simple, non-exclusive, permanent right to use the SOFTWARE designated in the offer in accordance with the use and the purpose specified in the offer subject to prior payment of the agreed remuneration.

2. The BUYER may only use the software for its own purposes. If agreed, use of the software is also permitted in the companies affiliated with the BUYER within the meaning of § 15 AktG ("group companies"). The BUYER shall not be entitled to publicly reproduce, rent, lend or otherwise make the SOFTWARE temporarily available to third parties by wire or wireless means (in particular within the scope of a data centre operation for third parties, an Application Service Providing [ASP] or in the form of Software as a Service [SaaS]), unless this has been expressly agreed or PLATH SIGNAL PRODUCTS has given its prior written consent. Third parties are not the BUYER's employees who need access to the SOFTWARE in order to fulfil their contractual obligations.

3. Copies of the SOFTWARE are only permitted for its intended use. The BUYER is entitled to make a backup copy if this is necessary to secure future use. Furthermore, the BUYER is authorised to copy the SOFTWARE within the scope of a regular data backup in accordance with the state of the art. The user documentation provided may only be reproduced to the extent that this is necessary for the intended use of the SOFTWARE.

4. The BUYER is only entitled to make changes, adaptations or alterations to the SOFTWARE in the sense of Sect. 69c No. 2 German Copyrights Act (UrhG) according to § 69d para. 1 UrhG if this is necessary for the agreed use of the SOFTWARE including the removal of an error in the SOFTWARE. Before elimination of errors by the BUYER or a third party commissioned by the BUYER, the BUYER has to grant PLATH SIGNAL PRODUCTS the possibility of at least two attempts of error corrections. If PLATH SIGNAL PRODUCTS eliminates the errors by way of an update or a new program version of the SOFTWARE, the provisions of this clause V. shall apply.

5. The BUYER shall be permitted to copy or decompile the SOFTWARE in order to establish interoperability with other programmes within the framework of Section 69e of the German Copyright Act (UrhG) under the conditions stated therein if the additional condition is met that the PLATH SIGNAL PRODUCTS has not provided the BUYER with the necessary data for this purpose within a reasonable period of time following a written request. The BUYER shall treat the information obtained through the decompilation or made available by PLATH SIGNAL PRODUCTS as confidential.

6. The BUYER is entitled to permanently transfer or sell the SOFTWARE once to a third party if the following conditions are cumulatively fulfilled:

(i) He shall hand over the acquired copy of the SOFTWARE on the original data carrier, if any, together with the handed-over user documentation to the third party, completely relinquishing his own use and deleting all copies of the SOFTWARE made by him,

(ii) promptly notifies PLATH SIGNAL PRODUCTS in writing of the name and address of the third party; and

(iii) he has obliged the third party in writing to comply with the terms of use of this contract.

7. any use beyond the contractually agreed scope is not permitted and requires an additional grant of rights by PLATH SIGNAL PRODUCTS.

8. If the SOFTWARE is subject to licence conditions of third parties ("Third Party Software"), the licence conditions of the third party shall have priority and be exclusive.

9. Copyright and patent notices as well as serial numbers or marks may not be removed or changed from the hardware, the SOFTWARE or the user documentation. Copies of the SOFTWARE or user documentation made by the BUYER shall be identified as such and provided with a copyright notice of the manufacturer.

VI. Transfer of risk

1. The risk shall pass upon handover or upon default of acceptance. With regard to any additional assembly and/or installation services to be provided by PLATH SIGNAL PRODUCTS on the basis of an agreement, the transfer of risk shall take place with their written acceptance or performance of a successful test run. If the acceptance is not declared in writing at the agreed date or after setting a reasonable deadline set by PLATH SIGNAL PRODUCTS, the acceptance is deemed to be declared. The same shall apply in the event of operational use of the assembled/erected objects of purchase by the BUYER.

2. The risk shall also pass to the BUYER if dispatch, delivery, start of assembly or erection, acceptance at the BUYER's site or the test run is delayed for reasons for which the BUYER is responsible or because the BUYER has not accepted delivery for other reasons. In such cases, the corresponding payment shall become due without further request to bear the reasonable costs for waiting times and additional travel expenses of PLATH SIGNAL PRODUCTS or the personnel.

VII. Material defects

1. The statutory provisions shall apply to the BUYER's rights and claims in the event of material defects, unless otherwise provided for in the following provisions. The assertion of rights and claims in the event of material defects pursuant to this clause VII. requires that the BUYER complies with its duty to inspect and give notice of defects pursuant to § 377 of the German Commercial Code (HGB). The BUYER shall give notice of defects in writing immediately after their discovery.
2. A material defect is given if the hardware, the SOFTWARE or the user documentation do not have the agreed quality.
3. In case of defects existing at the time of handover PLATH SIGNAL PRODUCTS shall, at the BUYER's request, provide subsequent performance at its discretion by remedying the defect (rectification) or by delivering a defect-free item (new delivery). The BUYER may within a reasonable period of time demand a type of supplementary performance other than the one chosen by PLATH SIGNAL PRODUCTS if the type of supplementary performance chosen by PLATH SIGNAL PRODUCTS is unreasonable for him. The rights of PLATH SIGNAL PRODUCTS according to Sect. 439 para. 3, 275 para. 2 and 3 of the German Civil Code (BGB) remain unaffected.
4. In case of material defects of the SOFTWARE PLATH SIGNAL PRODUCTS is entitled to provide supplementary performance by delivery of a patch, update or new program version, if available. PLATH SIGNAL PRODUCTS is entitled to deliver a new program version of the SOFTWARE, as far as it contains the same functionality as the contractual version and its adoption is reasonable for the BUYER and does not lead to considerable disadvantages. In case of delivery of a new version the BUYER is obliged to return or delete the defective SOFTWARE (Sect. 439 para. 6 BGB).
5. PLATH SIGNAL PRODUCTS is entitled to show the BUYER temporary workaround possibilities and to eliminate the defect later by delivery of the next update or new program version of the SOFTWARE released by PLATH SIGNAL PRODUCTS, provided this is reasonable for the BUYER. If PLATH SIGNAL PRODUCTS makes use of this right, this has to be taken into account when determining the appropriateness of the time limit for supplementary performance according to section VII. para. 7 below.
6. The BUYER shall observe the instructions given to him by PLATH SIGNAL PRODUCTS by telephone, in writing or electronically in the course of the supplementary performance. PLATH SIGNAL PRODUCTS may give such instructions to the BUYER in particular with regard to the installation of patches, updates or new program versions of the software provided for the purpose of supplementary performance as well as to point out temporary possibilities to circumvent errors.
7. If the BUYER sets PLATH SIGNAL PRODUCTS a reasonable period of time for subsequent performance and if the subsequent performance fails within this period of time, the BUYER shall be

entitled to the further rights of reduction or, at the BUYER's option, to withdraw from the contract as well as, if PLATH SIGNAL PRODUCTS is responsible for the defect, to claims for damages instead of performance or for reimbursement of futile expenses within the meaning of Sect. 284 of the German Civil Code (BGB) within the scope of the agreed limitations of liability. However, the BUYER shall only be entitled to withdraw from the contract and to claim damages instead of the entire performance in case of substantial defects. The setting of a grace period, the declaration of withdrawal and the assertion of damages in lieu of performance must be in writing in order to be effective. Setting a deadline by the BUYER is not required in the legally defined cases of Sect. 281 para. 2, 323 para. 2, 440 BGB.

8. After the unsuccessful expiry of a deadline set for supplementary performance in accordance with Sect. VII. para. 7. above, the BUYER shall declare in writing to PLATH SIGNAL PRODUCTS within a reasonable period of time whether he still demands supplementary performance or whether he asserts the further rights mentioned in Sect. VII. para. 7 sentence 1. If the CUSTOMER continues to demand supplementary performance and if PLATH SIGNAL PRODUCTS thereupon gives notice without delay, the BUYER shall grant PLATH SIGNAL PRODUCTS a further reasonable period of time for this purpose, within which the BUYER is not entitled to assert the rights mentioned in Sect. VII para. 7 sentence 1. Sect. VII para. 7 sentence 4 remains unaffected.

9. If during an error analysis in connection with defects reported by the BUYER it turns out that claims or rights of the BUYER due to defects do not exist, PLATH SIGNAL PRODUCTS shall be entitled to charge the BUYER for the expenses incurred by it in the course of the investigation in accordance with its current price list, provided that the BUYER has recognised or negligently failed to recognise that a defect does not exist but that the cause of the defect complained originates from its own sphere of responsibility.

10. The warranty of PLATH SIGNAL PRODUCTS shall be excluded if the purchased GOODS have been processed or modified by the BUYER or by third parties commissioned by the BUYER, unless the BUYER proves that the defects that have occurred are not attributable to this.

11. Claims of the BUYER due to a defect shall become statute-barred after twelve (12) months. The limitation period shall commence from delivery. In the case of intentional or grossly negligent breaches of duty, fraudulent concealment of a defect, claims in rem for surrender by third parties within the meaning of Section 438 (1) No. 1 of the German Civil Code (BGB), personal injury, claims under the German Product Liability Act (Produkthaftungsgesetz) and the assumption of a quality guarantee, the statutory provisions on the limitation period shall apply; in the case of an assumption of a guarantee, however, this shall only apply insofar as nothing to the contrary results from the respective guarantee agreement.

12. The BUYER shall not be entitled to any costs incurred by him in the course of subsequent performance, such as travel, transport, labour and material costs, insofar as these costs have increased due to the fact that the items of the scope of delivery were subsequently taken to a place other than the BUYER's place of business, unless this corresponds to the customary use of the delivery.

13. The BUYER's right of recourse against PLATH SIGNAL PRODUCTS pursuant to Sect. 445a of the German Civil Code (BGB) shall be limited to cases where the BUYER has not entered into an agreement with its customers which goes beyond the statutory provisions on remedies for defects.

VIII. Defects of title

1. The statutory provisions shall apply to the BUYER's rights and claims in the event of defects of title, unless otherwise provided for in the following provisions.

2. A defect of title is given if the BUYER is not effectively granted the rights necessary for the contractual use of the purchased items.

3. If a third party asserts against the BUYER the infringement of property rights by the SOFTWARE, the BUYER shall (i) immediately notify PLATH SIGNAL PRODUCTS thereof in writing, (ii) authorize PLATH SIGNAL PRODUCTS to conduct the legal dispute and settlement negotiations with the third party at its own expense and as far as possible on its own, (ii) authorise PLATH SIGNAL PRODUCTS to conduct the legal dispute and settlement negotiations with the third party at its own expense and as far as possible on its own, and to take legal action only with the consent of PLATH SIGNAL PRODUCTS, and (iii) assist PLATH SIGNAL PRODUCTS to a reasonable extent and provide PLATH SIGNAL PRODUCTS with the necessary information and documents available to BUYER and with the necessary powers of attorney.

4. In the event that rights of third parties should be infringed by the SOFTWARE, PLATH SIGNAL PRODUCTS shall, at its option, provide supplementary performance by (i) modifying the SOFTWARE in such a way that it is no longer infringing while providing a corresponding performance and maintaining the contractual scope of functions for the BUYER, or (ii) acquiring for the BUYER a right of use sufficient for the purposes of the contract to continue the use of the SOFTWARE, or (iii) replacing the SOFTWARE by other software, which is equivalent for the CUSTOMER with regard to the agreed quality of the SOFTWARE, provides a corresponding performance and does not result in any significant disadvantages for the BUYER, or (iv) delivers a new program version whose use in accordance with the contract does not infringe any third-party property rights, which contains the same scope of functions as the previous version and whose adoption is reasonable for the BUYER and does not result in any significant disadvantages for the BUYER.

In the cases of sentence 1 alt. (ii) to (iv), the BUYER is obliged to return or delete the defective SOFTWARE (Section 439 (6) German Civil Code (BGB)).

5. In all other respects, the provisions on material defects in Sect. VII. paragraphs 6, 7, 8, 10 and 11 shall apply mutatis mutandis in the case of defects of title.

IX. Prices, ancillary costs and due date of purchase

1. Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory value added tax.

2. In the case of a sale by delivery to a place other than the place of performance (Sect. IV. para. 1), the BUYER shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the BUYER. If we do not invoice the transport costs actually incurred in the individual case, a lump sum for transport costs (excluding transport insurance) to be determined individually shall be agreed with the BUYER. Any customs duties, fees, taxes and other public charges shall be borne by the BUYER.

3. Unless otherwise agreed, we do not take back transport packaging and all other packaging in accordance with the Packaging Ordinance; in this case, it becomes the property of the BUYER.

4. The purchase price is due and payable within 30 days from the date of invoice and delivery of the goods. However, in the case of contracts with a delivery value of more than € 100,000.00, we are entitled to demand a deposit of 30 % of the purchase price. The down payment is due and payable within 14 days from the date of invoice.

5. Upon expiry of the aforementioned payment deadline, the BUYER shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default. With respect to merchants, our claim to the commercial interest on arrears (§ 353 HGB) remains unaffected.

6. If, after conclusion of the contract, it becomes apparent that our claim to the purchase price is jeopardised by the BUYER's inability to pay (e.g. by an application for the opening of insolvency proceedings), we shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, to withdraw from the contract after setting a deadline (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory regulations on the dispensability of setting a deadline remain unaffected.

X. Performance Condition

1. The performance of this contract is subject to the proviso that there are no obstacles arising from German, US or other national law, EU or international regulations on foreign trade, embargoes and other sanctions.
2. The BUYER shall provide all information and documents required for exports, transports and imports.

XI. Impossibility of Performance

If the performance under the contract is permanently impossible, the BUYER shall be entitled to claim damages, unless PLATH SIGNAL PRODUCTS is not responsible for the impossibility. However, the BUYER's claim for damages shall be limited to the value of the GOODS of that part of the scope of delivery which cannot be used as intended due to the impossibility. This limitation does not apply to liability for intent, gross negligence, death, personal injury and damage to health; the above provisions do not reverse the burden of proof to the BUYER's disadvantage. The BUYER's right to withdraw from the contract remains unaffected.

XII. Other Claims for Damages

1. Except as provided for in these GTC, the BUYER shall not be entitled to claim damages on any legal grounds whatsoever, such as breach of contractual obligations or tort liability.
2. This does not apply to liability:
 - (a) from the German Product Liability Act,
 - (b) due to gross negligence of the owners, legal representatives or officers,
 - (c) for death, personal injury and impairment of health caused by negligence,
 - (d) due to simple negligent violation of essential contractual obligations.

Claims for damages arising from a breach of material contractual obligations shall be limited to the foreseeable damage inherent in the contract, unless it is one of the aforementioned cases.

3. The above provisions do not reverse the burden of proof to the detriment of the BUYER.

XIII. Confidentiality, Data Protection

1. The contracting parties undertake to treat as confidential for an unlimited period of time and only for the purposes of implementing the contract all information or items which constitute business or trade secrets or which are designated as confidential ("Confidential Information") provided or brought to their attention by the other contracting party in the course of initiating or implementing the contract. The

contracting parties shall secure this Confidential Information in such a way that access by unauthorised third parties is excluded. This shall not affect the BUYER's right to pass on the objects of purchase once.

2. The Confidential Information includes in particular the object of purchase. The BUYER shall only make these objects of purchase accessible to those employees and other third parties who require access in order to carry out the activities incumbent upon them vis-à-vis the BUYER, and only within the scope of the rights of use granted to the BUYER on the basis of this contract. The BUYER shall instruct employees and third parties who legitimately obtain access to the Confidential Information about their duty of confidentiality and shall oblige these persons in writing to maintain secrecy and use only to the aforementioned extent, unless the respective persons are already obliged to maintain secrecy to the aforementioned extent for another legal reason.

3. The foregoing confidentiality obligations shall not apply to Confidential Information of a Party that (i) is already publicly known at the time of its communication, or (ii) becomes publicly known after its communication by the disclosing Party through no fault of the receiving Party, or (iii) was already lawfully in the possession of the receiving Party at the time of its transmission by the disclosing Party, or (iv) was lawfully transmitted to it by a third party without restriction as to secrecy or use after its transmission by the disclosing Party, (v) developed by the receiving Party without use of the Confidential Information; or (vi) required by law to be disclosed by the receiving Party, provided that the receiving Party promptly notifies the disclosing Party in writing prior to any disclosure and assists the disclosing Party in preventing disclosure by seeking legal remedies.

4. If a contract is not concluded between PLATH SIGNAL PRODUCTS and the BUYER, the BUYER is obliged to return all documents received during the preparation of the contract to PLATH SIGNAL PRODUCTS immediately upon request. If the documents received are stored in the BUYER's IT systems, the BUYER is obliged to delete them immediately upon request and to confirm the deletion in writing to PLATH SIGNAL PRODUCTS.

5. The parties shall comply with all relevant statutory data protection provisions and shall oblige their employees or other vicarious agents to also comply with these provisions prior to commencing their activities in accordance with section 53 of the BDSG and applicable data protection law.

XIV. Set-off, Right of Retention

1. The BUYER may only set off claims of PLATH SIGNAL PRODUCTS against counterclaims which are undisputed, legally binding or ready for decision.

2. The BUYER shall only be entitled to exercise a right of retention insofar as the counterclaim on which it bases the right of retention is undisputed, legally established or ready for decision and is based on the same contractual relationship.

XV. Compliance

1. The parties undertake not to commit or refrain from any actions that may lead to criminal liability for fraud or breach of trust, insolvency offences, offences against competition, granting of advantages, acceptance of advantages, bribery, corruption or comparable offences on the part of persons employed by the parties or other third parties. Furthermore, personal data may only be processed to the extent permitted by the GDPR or the applicable data protection law. The responsibility of the companies extends to all adverse human rights impacts directly associated with the business relationship, the GOODS or services. In particular, the parties undertake to comply with the requirements of the United Nations Global Compact. In the event of a breach of this clause, both parties shall be entitled to withdraw from or terminate all existing legal transactions with the other party without notice and to break off all negotiations. Both parties may claim damages if the other party is involved in agreements restricting competition in connection with obtaining the order (cartelisation) or has granted advantages to employees of the other party in an inadmissible manner (bribery).
2. Without prejudice to the foregoing, the parties are obliged to comply with all laws and regulations relating to the business relationship.

XVI. Jurisdiction and legal system

1. These GTC and the contracts entered into under them shall be governed by the laws of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. All disputes arising out of or in connection with the present GTC and/or an offer accepted under them shall be finally decided pursuant to the Rules of Arbitration of the International of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these rules. The awards and orders of arbitration rendered in the arbitration shall not be published. The place of arbitration is Hamburg, Germany. The language of the arbitration is English.

XVII. Severability Clause

The invalidity of any provision of this contract shall in no way affect the validity of the remaining provisions. This does not apply if the continuation of the contract would be unfairly burdensome for one party.