



Job Shop

General Terms and Conditions

Nikon SLM Solutions AG

This *Job Shop General Terms and Conditions* (hereinafter referred to as "**JS GTC**") shall apply to all parts additively manufactured by SLM Solutions Group AG, Estlandring 4, D-23560 Lübeck, registered in the Commercial Register at Lübeck under HRB 13827 HL (hereinafter referred to as "**SLM Solutions**") for and on behalf of its customers (hereinafter referred to as "**Customer**") (hereinafter referred to as "**Parts**"). SLM Solutions and Customer together hereinafter referred to as "**Parties**" and each individually designated as "**Party**".

1. JOB SHOP AGREEMENT

With each order of Parts by the Customer, a service contract is concluded between the Customer and SLM Solutions in accordance with these JS GTC (hereinafter referred to as "**Job Shop Agreement**"). By entering into the first Job Shop Agreement the Customer acknowledges that the JS GTC apply to the entire term of the business relationship between the Parties. Any conditions or contract modifying provisions of the Customer are contradicted. They shall only be effective towards SLM Solutions if their validity has been expressly agreed in writing by SLM Solutions. Such consent shall only apply to the individual case, not to previous or future deliveries and services. SLM Solutions JS GTC shall also apply if SLM Solutions supplies Customer without reservation knowing that the Customer has contrary terms and conditions or such which diverge from SLM Solutions. SLM Solutions JS GTC apply to all future transactions with the Customer.

These JS GTC apply only if the Customer is an entrepreneur (sec. 14 BGB, *German Civil Code*), a legal entity under public law or a special fund under public law and are not intended for consumers.

A Job Shop Agreement between the Customer and SLM Solutions is only concluded, if SLM Solutions accepts Customer's order after completion of the ordering process by a separate declaration of acceptance e.g. by e-mail to Customer (hereinafter referred to as "**Order Confirmation**"). Upon the Order Confirmation, a contract between Customer and SLM Solutions is concluded based on the JS GTC for the selected products and services, if not otherwise agreed by the Customer and SLM Solutions in writing.

2. CUSTOMER'S RESPONSIBILITY AND PARTS SPECIFICATIONS

The Customer is responsible for submitting all specifications and datasets necessary for the manufacture of the required Parts, where required in machine-readable datasets (in "slm.file" format). The Parties agree that specifications of the Parts shall only become subject matter of the Job Shop Agreement insofar as the contents of the corresponding Purchase order and Order Confirmation are identical.

Furthermore, the Parties agree that only those specifications can become subject matter of the Job Shop Agreement that can be realized by means of additive manufacturing according to the state of the art. An unadjusted reference to parameters from conventional manufacturing technology is thus excluded.

3. CAD FILE

The Parties agree that Parts will be printed by SLM Solutions in accordance with the CAD File provided by the Customer. Accordingly, the responsibility for the CAD file lies exclusively with the Customer.

SLM Solutions assumes no liability whatsoever for the content of the datasets submitted by Customer and the associated usability. A potential inspection and notification duty, for example, with respect to faultiness of the data, expressly does not exist on the part of SLM Solutions. SLM Solutions will import the datasets received from the Customer unchanged and without a prior inspection onto a respective additive manufacturing machine, supply it with the materials provided and required by the Customer and start the building process. The results of such a building process will be taken off of the machine immediately after completion and forwarded unprocessed to the Customer. The Customer is solely responsible for process engineering and quality control. SLM Solutions undertakes to perform the agreed services but does not warrant any specific results. It is in no case part of the contractually owed services of SLM Solutions that the transmitted data are checked, optimized or adjusted. A corresponding advice of the Customer is not owed and is expressly rejected.

The Customer is aware that any type of use of the Parts can only occur after a comprehensive inspection regarding potential defects and suitability for the intended use. The organization and implementation of the quality control and the further use of the respective Parts shall exclusively occur under the Customer's responsibility.

It is expressly pointed out to the Customer that SLM Solutions provides a service for the benefit of the Customer only and that the delivery of the manufactured Parts by SLM Solutions to the Customer does not yet constitute the placing of the same on the market (*kein "Inverkehrbringen"*). It is the sole responsibility of the Customer to take all necessary measures for placing the parts on the market. The scope of application of

the Product Liability Act for the Parts manufactured by SLM Solutions by way of service is therefore not established with regard to the services provided by SLM Solutions.

The provisions of Clauses 8.2 and 10 shall remain unaffected.

4. OWNERSHIP AND ACCEPTANCE

SLM Solutions retains ownership of the Parts until the complete fulfillment of the payment by the Customer (*Eigentumsvorbehalt*). Until then the Customer is prohibited from reselling, pledging, or transferring ownership by way of security. The Customer shall without undue delay notify SLM Solutions in writing of any pledging or seizure by third parties.

5. DELIVERY DATES AND DEADLINES

The dates and deadlines given by SLM Solutions are non-binding, unless otherwise expressly agreed in writing in the Job Shop Agreement. With regard to agreed delivery dates, SLM Solutions is only liable to the extent that due delivery is reasonable.

The Parties agree that a delay due to an official decision or lack thereof, in particular an export license of the German Federal Office of Economics and Export Control (*Bundesamt für Wirtschaft und Ausfuhrkontrolle, BAFA*), shall not constitute a delay at the expense of SLM Solutions.

Delivery deadlines and deadlines will be extended automatically by an appropriate period if the Customer does not fulfil his contractual obligations or other duties to cooperate or other obligations. In particular, the Customer is responsible for providing SLM Solutions without undue delay with all documents, permits, information, samples, specimens and other information required to deliver the Parts in a contractual manner.

If SLM Solutions does not deliver on the date agreed in the Job Shop Agreement, the Customer must set SLM Solutions a reasonable grace period in writing. After its futile expiry, the Customer may terminate the Job Shop Agreement or if the delay concerns only a part performance under the Job Shop Agreement, terminate the respective part of the Job Shop Agreement. If the Customer is in default of acceptance on the due date, he must still pay the purchase price. In these cases, SLM Solutions is entitled to store the Parts at the risk and expense of the Customer. At the request of the Customer, SLM Solutions will insure the Parts for the duration of storage at the Customer's expense.

6. PASSING OF RISK

Unless otherwise agreed in writing in the Job Shop Agreement, delivery free carrier [named place of delivery] (FCA – Incoterms®2020) shall be agreed upon. The risk of damaging or losing the Parts passes to the Customer as a matter of principle as soon as the Parts

are handed over to the first carrier. The Customer is further responsible for the entire customs clearance.

7. DELIVERY

The following shall apply to the delivery of the Parts:

- transport or other packaging may not be returned to SLM Solutions; and
- SLM Solutions shall only procure transport insurance if agreed upon in writing in the Job Shop Agreement, and the transport insurance is made up to the account of the Customer; and
- if the Customer is in default with acceptance, if he fails to cooperate as required or if SLM Solutions performance is delayed for other reasons for which the Customer is responsible, SLM Solutions may charge for any ensuing damage, including additional expenditure which SLM Solutions incurs such as storage costs.

8. WARRANTY

8.1.

The Customer's rights in the case of material and/or legal defects (including incorrect delivery and insufficient quantities, faulty assembly or instructions) are subject to statutory requirements unless otherwise stated or qualified in Clause 8 and/or the JS GTC.

8.2.

Claims of the Customer due to defects become time-barred twelve (12) months after delivery of the respective Parts to the Customer. The statutory limitation period shall apply:

- for damages resulting from a grossly negligent or intentional breach of obligations on the part of SLM Solutions, its legal representatives or vicarious agents; and/or
- for fraudulently concealed defects; and/or
- for claims under the German Product Liability Act or other mandatory statutory liability provisions; and/or
- if and to the extent that we SLM Solutions has subject to provisions of the JS GTC assumed a guarantee; and/or
- in the event of culpable injury to life, limb or health.

8.3.

A defect shall not be deemed to exist if the delivered Parts are suitable for standard use (*gewöhnliche Verwendung*) and have a quality which is common for items of the same type and which the Customer could reasonably expect.

Further, SLM Solutions shall not be liable if the Customer modifies the Parts or has them modified by third parties without SLM Solutions prior written consent and if such modification makes it impossible or unreasonably difficult to remedy the defect. In any event, the Customer shall bear any additional costs in remedying the defect caused by such modification.

8.4.

Warranty obligations on the part of SLM Solutions are excluded in the following cases: designing errors in the CAD File provided by Customer, defective CAD Files, unsuitable or improper use, operating errors by the Customer, natural wear and tear, incorrect or negligent handling and storing, external influences or force majeure.

8.5.

The Customer is solely responsible for assessing the suitability of the delivered Parts for his purposes. Insofar as products are manufactured and marketed by the Customer using the Parts, it is the sole responsibility of the Customer to avoid design and manufacturing defects in the products he puts into circulation by means of comprehensive testing and quality control during production. The Customer shall indemnify SLM Solutions from all claims of third parties which arise from a violation of the aforementioned obligation.

8.6.

The Customer's rights in respect of defects are subject to the condition that the Customer has duly complied with his obligations to inspect and issue a notice of defects in accordance with sec. 377 HGB (German Commercial Code).

Unless the Parties have agreed in writing in the Job Shop Agreement that an acceptance shall take place, the Customer shall inspect the Parts delivered without undue delay after delivery to the Customer or a third-party recipient named by the Customer and report any defects without undue delay. Sec. 377, 381 HGB and the provisions in this Clause shall apply accordingly. The notice of defect must be sent to SLM Solutions no later than within seven (7) working days after delivery or – if the defect was not recognizable during the inspection (sec. 377 para. 2, 3 HGB) – no later than within three (3) working days after detection of the defect. In case an acceptance has been agreed, and such acceptance does not take place within seven (7) calendar days after written notification of readiness for acceptance, the material risk shall pass to the Customer after the expiry of this period unless acceptance is refused for reasons for which SLM Solutions is responsible. However, if as the Parts delivered are used by the Customer without reservation, this shall be deemed an acceptance.

8.7.

The Customer must return any Parts reported as defective to SLM Solutions at its request and at the Customer's cost without undue delay. If the claim is justified, SLM Solutions will refund the Customer. Such refund of the Customer's cost shall be based on the most favorable means of dispatch; this shall not apply if the Parts are at a location other than the one stated in the Job Shop Agreement.

8.8.

In any event, the Customer must allow SLM Solutions the time, and the opportunity needed to examine the alleged defects and other complaints and to remedy the defects if any; in particular the Customer is obliged to give SLM Solutions access to the Parts concerned for such purposes. In urgent cases where operational safety is endangered or to prevent disproportionately large damage, SLM Solutions must be informed without undue delay, and the Customer shall be entitled to take all necessary mitigation measures himself or through third parties and to demand reimbursement of the necessary expenses from SLM Solutions. Otherwise, SLM Solutions shall not be liable for the costs and other consequences arising therefrom.

8.9.

If there is a defect, SLM Solutions shall bear the necessary costs of the examination and subsequent performance, in particular, the costs of transport, travel expenses, work and materials. Subsequent performance shall not include removal of the defective Parts or its redelivery if SLM Solutions original obligations did not include the delivery of the Parts in the first place. However, if a demand from the Customer to remedy defects turns out to be unjustified, SLM Solutions can demand that the Customer refunds SLM Solutions the costs incurred hereby.

8.10.

In the event of a warranty claim, SLM Solutions shall have the right, at his own discretion, to redeliver the Parts free of charge. The Customer shall give SLM Solutions the necessary time and opportunity to carry out the redeliveries which SLM Solutions deems necessary, following consultation with SLM Solutions. In the event of a redelivery, the Customer shall be obliged to return the defective Parts at the request of SLM Solutions.

8.11.

SLM Solutions has the right to make the subsequent performance dependent on the Customer paying the due purchase price or, if applicable, the current installment, whereby the Customer has the right to withhold a proportion of the payment commensurate with the defect.

8.12.

If subsequent performance is not possible (*unmöglich*) or has failed or if the Customer has set a reasonable deadline for subsequent performance and such deadline has expired without success or if there is no statutory obligation to set a deadline for subsequent performance, the Customer may decide either to withdraw from the respective Job Shop Agreement, or to reduce the purchase price.

9. PART PERFORMANCE

SLM Solutions is entitled to render part performance, if

- part performance is suitable for the contractually intended use; and
- the rendering of the remaining performance is secured; and
- the Customer does not face significant additional costs owing to the part performance.

10. LIABILITY

10.1.

Unless otherwise set out in the JS GTC, SLM Solutions shall be liable for a breach of contractual and non-contractual duties as provided for by statute.

10.2.

SLM Solutions shall only be liable for damages resulting from an intentional or grossly negligent breach of duty by SLM Solutions or by one of SLM Solutions legal representatives or vicarious agents.

10.3.

In the event of a negligent breach of duty on SLM Solutions part or by one of SLM Solutions legal representatives or vicarious agents SLM Solutions shall be liable only

- i) but without limit – for resultant losses arising from injury to life, limb or health;
- ii) for losses arising from a breach of material contractual duties. Material contractual duties are those duties that are material to proper performance of the contract and on whose fulfilment the customer generally relies or is entitled to rely. In this case, however, the amount of our liability is limited to losses which are typical of this type of contract and which were foreseeable at the time the contract was concluded.

10.4.

The liability limitations arising from Clauses 10.2, 10.3 and 10.6 do not apply where SLM Solutions has maliciously failed to disclose a defect or where SLM Solutions assumed a warranty in respect of the attributes of the Parts or a procurement risk. This shall have no effect on mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

10.5.

Where SLM Solutions liability is excluded or limited under the above provisions, this also applies to the personal liability of SLM Solutions directors and officers, legal representatives, employees, staff and other vicarious agents.

10.6.

In the case of financial losses caused by negligence, SLM Solutions and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but the amount of liability shall be limited to the losses foreseeable at the time of conclusion of the contract and typical for the respective Job Shop Agreement.

11. CONSEQUENTIAL DAMAGES

SLM Solutions shall not be liable for indirect or consequential damage, loss of production, loss of profit or income, financing expenses, loss of data or information, provision or procurement of replacement power and for claims arising from or on the basis of contracts which the Customer has concluded with third parties. The grounds for exclusion of such limitation set out in Clause 10 shall apply *mutatis mutandis*.

12. NO GUARANTY

Unless explicitly agreed in writing in the Job Shop Agreement, the Parties agree that SLM Solutions does not give any guarantees for the Parts, in particular, no guarantees of quality in the sense of sec. 443, 444, 639 BGB. In particular, no specific performance or durability of the Parts are promised or guaranteed.

13. PAYMENT

13.1.

The purchase price shall be due for payment within ten (10) days after receipt of the invoice. The date of payment shall be the day on which the payment is credited to SLM Solutions account.

13.2.

The Customer automatically is in default with payment as soon as the respective deadline for payment pursuant to Clause 13.1 expires. During default, interest shall accrue on the purchase price at the applicable

statutory default interest rate. SLM Solutions is further entitled to the statutory default amount pursuant to sec. 288 para 5 German Civil Code (Bürgerliches Gesetzbuch). SLM Solutions reserves the right to assert claims for any further default losses. In business with merchants this has no effect on SLM's statutory entitlement to interest sec. 352, 353 German Commercial Code (Handelsgesetzbuch) from the due date.

13.3.

Payments shall only be made by bank transfer; payment by bill of exchange or cheque shall not be recognized as fulfilment of the payment obligation.

13.4.

It may be agreed between the Parties that the Customer must open a documentary letter of credit through his bank (or any other bank acceptable to SLM Solutions). In this individual case it is stipulated that the letter of credit will be opened in accordance with the General Guidelines and Customs for Documentary Credits, Revision 2007, ICC Publication No. 600.

13.5.

The Customer shall only be entitled to set off and assert a right of retention if (i) his counterclaim used for this purpose is either undisputed or has been legally established, or (ii) in the case of procedural assertion is ready for decision at the time of the last oral hearing, or (iii) is in a reciprocal relationship (Synallagma) with the main claim.

13.6.

SLM Solutions reserves the right, after timely notification of the customer and before delivery of the Parts, to increase the price of the Parts in such a way as is necessary due to general external price increases beyond SLM Solutions control (such as exchange rate fluctuations, currency regulations, changes in customs rates, significant increases in material or manufacturing costs) or due to changes in suppliers, and it assures a price reduction if external costs (such as customs duties) are reduced or eliminated altogether.

13.7.

Unless otherwise stated in the offer or the sales price lists or unless otherwise agreed in writing between the Parties, all prices quoted by SLM are based on "FCA Incoterms@2020". If SLM Solutions is prepared to deliver the Parts to other locations, the Customer shall bear the costs of transport, packaging and insurance.

13.8.

Except as provided for in the JS GTC all levies, dues, taxes, duties and other charges shall be borne by the customer.

14. TERMINATION GOOD CAUSE BY SLM SOLUTIONS

SLM Solutions shall be entitled to terminate a Job Shop Agreement for good cause if:

- the Customer breaches a contractual obligation, has not ceased or remedied this breach of obligation despite a threat of termination with a reasonable deadline — in the case of default in payment this shall be fourteen (14) calendar days — after the end of the deadline; and/or
- insolvency proceedings are instituted against the Customer, the Customer makes a general assignment to his creditors or if a trustee is appointed due to the Customer's insolvency, if such proceedings are not discontinued within forty-five (45) calendar days after their institution; and/or
- the Customer is insolvent or files for bankruptcy or insolvency himself in order to benefit from the statutory provisions on bankruptcy, insolvency, liquidation, composition or reorganization, without notice; and/or
- the Customer, contrary to the provisions of the JS GTC, transfers the JS GTC or rights or obligations hereunder, in whole or in part, to third parties; and/or
- if the ownership or control of the Customer changes and this change has a significant impact on the performance of the JS GTC (e.g. due to a change of shareholders or managing directors in the Customer's company, control of the Customer's company is transferred to a competitor of SLM Solutions).

14.1. SUSPENSION BY SLM SOLUTIONS

SLM Solutions shall have the right to suspend the performance of his contractual obligations in cases where SLM Solutions would be entitled to terminate the respective Job Shop Agreement on the merits. In case of default of payment by the Customer, SLM Solutions shall be entitled to suspend performance already at the beginning of the default. The (payment) obligations of the Customer shall not be affected thereby. The Customer shall furthermore compensate SLM Solutions for all additional costs, damages and expenses incurred by SLM Solutions as a result of such suspension, including loss of profit.

14.2. CONSEQUENCES OF TERMINATION

In the event of termination, the Customer shall compensate SLM Solutions for all work, deliveries and services provided up to the effective date of termination as well as for Parts already ordered.

15. FORCE MAJEURE

A force majeure event (hereinafter referred to as "**Force Majeure**") in the sense of the JS GTC is any influence or circumstance that occurs after the conclusion of the contract and is beyond the responsibility of the Party affected by it. This includes, but is not limited to, strikes and lockouts, war, revolutions and insurrections, natural disasters, sabotage, vandalism and terrorism, transportation accidents and delays, pandemics, chemical, electrochemical and electrical influences and exceptional temperature and weather conditions (announced or actual) such as lightning and flooding. During the period of Force Majeure, SLM Solutions shall be released from the performance of his affected contractual performance obligations, including the obligation to ensure availability.

The Parties agree that the Covid-19 Pandemic and its associated restrictions and (governmental) actions, notwithstanding that they were known or should have been known to the Parties at the time of entering into the respective Job Shop Agreement, constitute a Force Majeure event.

In the event of delays due to Force Majeure, SLM Solutions shall use reasonable efforts to limit the consequences of such delay. The Customer shall continue to pay all amounts owed to SLM Solutions during the period of Force Majeure. Any additional costs incurred shall be borne by the Customer.

16. CONFIDENTIALITY

The Parties undertake not to reproduce or disclose to third parties any documents received, know-how, data or information (hereinafter referred to as "**Confidential Information**") without the prior written consent of the other Party and to use Confidential Information only for the purposes approved by the other Party.

The Parties further undertake to adequately inform their employees who have access to such Confidential Information of the confidentiality obligation and to limit access to such Confidential Information to those employees who need such information in the course of their work.

The Parties agree to protect the Confidential Information sufficiently and with at least the same care that they use to protect their own information of this type. The Parties shall have the right to disclose Confidential Information to their consultants, agents, subcontractors and sub-subcontractors to the extent necessary for the performance of the JS GTC and to the extent that they are obligated to maintain confidentiality at least equivalent to the JS GTC by virtue of their employment contract or by virtue of any other written agreement.

This obligation to maintain secrecy shall not extend to data or information which

- is or becomes common property without the assistance of the recipient; and/or
- is disclosed to the recipient in good faith by a third-party authorized to do so; and/or
- has been or will be demonstrably developed by the Customer independently and without reference to the Confidential Information, or which is known to the Customer prior to disclosure by SLM Solutions; and/or
- which must be disclosed by operation of law, unless special treatment under an appropriate order for the protection of confidentiality is in question and subject to the obligation of the Customer to notify SLM Solutions without undue delay of the need for disclosure.

Confidentiality obligations shall continue for a period of at least (5) years after the termination of the Term or as long as the Customer is in possession of the SLM Products, whatever is the later point in time.

To the extent that the Parties have entered into a separate confidentiality agreement, such agreement shall be deemed to take precedence.

17. SUBCONTRACTORS

Nothing in the JS GTC shall prevent a SLM Solutions from utilizing any subcontractor — including, but not limited to, an affiliate of SLM Solutions — as it deems appropriate to perform SLM Solutions obligations; provided, however, that SLM Solutions shall require his subcontractors to comply with all applicable terms and conditions of the JS GTC and SLM Solutions shall remain primarily liable to the Customer for the performance of such subcontractor.

18. ASSIGNMENT AND TRANSFER

SLM Solutions may assign claims to third parties at any time without the consent of the Customer. SLM Solutions shall also be entitled to assign the rights and obligations in whole or in part to an affiliated company within the meaning of §§ 15 et seq. German Stock Corporation Act (AktG, Aktiengesetz). In all other respects, SLM Solutions may transfer rights and to a third-party if the Customer does not object thereto due to substantial economic disadvantages within four (4) weeks after receipt of a corresponding notice.

SLM Solutions shall be entitled to subcontract the provision of Parts and its other contractual obligations without the consent of the Customer. Subcontracting shall not release SLM Solutions from the performance of SLM Solutions contractual obligations.

19. COMPLIANCE, ANTI-CORRUPTION REGULATIONS

The Customer warrants that he acts in accordance with applicable statutory provisions, in particular anti-

trust law as well as regulations on combating corruption and money laundering and other criminal law provisions.

If there is a justified suspicion that the Customer is in breach of the above obligations, SLM Solutions shall be entitled to withdraw from its contractual obligations if SLM Solutions cannot reasonably be expected to continue the Parties contractual relationship. In the event of such termination:

- SLM Solutions shall be released from any obligation to perform; and
- the Customer shall be obliged to indemnify SLM Solutions and his employees against any and all damages to the extent such damages are based on a culpable breach by the Customer of his obligations under Clause 19.

For each resale, the Customer is responsible for compliance with any export regulations and must release SLM Solutions from all obligations in this respect.

The Customer is responsible for compliance with the national laws, ordinances and safety regulations that bind him, in particular with regard to approval, installation, operation, maintenance and repair in respect, but not limited to the Parts and other performances provided by SLM Solutions under the JS GTC and is obliged to comply with them. The Customer is obliged to indemnify SLM Solutions from all claims asserted against SLM Solutions due to the non-compliance with such regulations by the Customer.

20. DISPUTE RESOLUTION AND APPLICABLE LAW

20.1. DISPUTE RESOLUTION

The place of jurisdiction for all disputes arising out or in connection with the JS GTC and/or the respective Job Shop Agreements or concerning their validity shall be Lübeck, Germany.

20.2. APPLICABLE LAW

The JS GTC and/or the respective Job Shop Agreements and their interpretation shall be governed by the laws of the Federal Republic of Germany under the exclusion of the UN Convention on JS GTCs for the International Sale of Goods (CISG).

21. FINAL PROVISIONS

21.1. JS GTC DOCUMENTS

The documents listed below are valid in the following order:

- the JS GTC;
- the Job Shop Agreements.

In the event of contradictions and ambiguities, the higher-ranking document prevails to the extent that

that the provisions stipulated in the respective Job Shop Agreements are not a deliberate deviation and/or concretization in accordance with the formal requirements of the JS GTC.

21.2. NO COLLATERAL AGREEMENTS AND WRITTEN FORM

Unless otherwise agreed, all declarations, notices and information to be given by the Parties shall be in writing. Amendments and supplements to the JS GTC must be made in writing and signed by both Parties. This shall also apply to the amendment of the written form clause. An acknowledgement of claims by SLM Solutions shall only be deemed to exist if expressly stated in writing and signed by SLM Solutions.

If no signature of one or both Parties is required under the JS GTC ("written"), the text form (*Textform*) pursuant to § 126b BGB shall suffice.

The applicability of any general terms and conditions of the Customer is excluded.

21.3. COMPLIANCE WITH EXPORT CONTROL REGULATIONS

SLM Solutions performance shall be subject to the provision that there are no obstacles to performance on the basis of national or international regulations of foreign trade law and no embargos and/or other sanctions.

The Customer shall comply with the respective applicable provisions of national or international (re-)export control law when passing on the Parts and services provided by SLM Solutions hereunder or the services provided by SLM Solutions to third parties and must release SLM Solutions from all obligations in this respect.

21.4. NO WAIVER

Failure by either Party to enforce or require compliance with any Clause of the JS GTC shall not affect the validity of the JS GTC or any part hereof and shall not be deemed a waiver by such Party of the right to enforce such Clause in the future.

21.5. OVERHEAD CHARGES AND PROOF OF COSTS

In the event SLM Solutions is entitled to recover costs under the JS GTC, the Customer shall pay SLM a thirty percent (30 %) overhead markup on each such cost. If SLM Solutions is required to provide evidence of costs under the JS GTC, such evidence may be provided by means of a simple certification from an independent certified public accountant retained by SLM Solutions. SLM Solutions shall not be obligated to disclose to the Customer any information which, in SLM Solutions view, is to be classified as confidential.

21.6. **GENERAL NOTES**

Headings and titles in the JS GTC are for convenience only and shall not be deemed to be a part thereof. They shall not be used in the interpretation and construction of the JS GTC. Words in the singular include the plural, and words in the plural include the singular, in each case as the context may require. The masculine or feminine gender may be used interchangeably throughout the JS GTC. Wherever one gender is used, it shall be construed as meaning the other if the facts or context so require.

Calendar day means each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays and Holidays. The term "day" shall mean calendar day whether or not expressly identified.

Working days means Mondays through Fridays but shall not include Saturdays, Sundays or federal or state holidays in Lübeck, Germany.

21.7. **SEVERABILITY CLAUSE**

If any provision of the JS GTC is or becomes invalid or unenforceable in whole or in part, or if the JS GTC contain a gap, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision or in order to fill the gap, a provision shall apply which, as far as legally possible, comes as close as possible to what the JS GTC intended or would have intended according to the meaning and purpose of the contract.

As of September 2023