

**General Terms and Conditions (AGB) of ProMik Programmiersysteme
for Mikroelektronik GmbH, Südwestpark 100, D-90449 Nuremberg
(rev. December 2006)**

Part I: General Conditions of Purchase

1. General - Scope

- 1.1 Our Conditions of Purchase apply exclusively. We do not recognize any conditions of the supplier that contradict or deviate from our Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Conditions of Purchase also apply if we unconditionally accept the supplier's delivery while aware of supplier conditions that contradict or deviate from our Conditions of Purchase.
- 1.2 All agreements made between us and the supplier for the purpose of executing this contract must be set down in this contract in writing. Verbal side agreements are only valid if they have been confirmed by us in writing.
- 1.3 Our Conditions of Purchase also apply to all future transactions with the supplier.
- 1.4 If we have concluded framework agreements/fixed-price agreements with the supplier, these shall take precedence. To the extent necessary, such agreements shall be supplemented by these Conditions of Purchase.
- 1.5 The supplier must treat all concluded contracts confidentially, and may only name us as a reference to third parties with our written permission.

2. Offer

- 2.1 Offers from suppliers are considered binding; they must be complete and comprehensive.
- 2.2 Additional expenses incurred after the granting of additional orders are not automatically ordered and approved by way of the underlying order, but must be set and negotiated separately.
- 2.3 The supplier must inform us of more cost-effective or more technically logical or innovative alternatives.

3. Ordering and order confirmation; binding nature

- 3.1 We can withdraw the order if the supplier has not accepted it in writing within two weeks after receipt (order confirmation). After the end of these two weeks, orders and call-offs shall also be considered accepted without an order confirmation if the supplier does not dispute them in writing in advance.
- 3.2 Orders and agreements are only binding if they are issued or confirmed in writing by the Purchasing department. Services for which no written order has been issued shall not be binding for us and shall not be compensated even if such services are performed at the request of our personnel.
Retroactive agreements must be confirmed by us in writing in order to be binding for us. The execution of an order is considered an acknowledgement of these Conditions of Purchase by the supplier.
The supplier shall be responsible to the ordering party for complying

with all contractual obligations.

- 3.3 The granting of jobs/orders to sub-contractors requires our permission in advance. If sub-contractors are used, the supplier shall be held responsible for their actions to the same extent as for its own.

4. Prices

- 4.1 The price given in the order is binding. If no written agreement exists to the contrary, the price shall include delivery free of charge to the delivery address we have specified, including packaging and any operation-ready assembly.
- 4.2 This price shall compensate all services and supplementary services that are included in the acceptance-ready production of the overall service named in the contract, according to the offer documents and drawings or the supplier's catalogs. Also compensated are any and all additional fees, taxes and duties, customs formalities and toll charges, with the exception of value-added tax.
- 4.4 If, in individual cases, a price has expressly been agreed to "ex works" or "ex warehouse," we shall only assume the most cost-effective freight costs. All costs incurred up to the time of transfer, including loading, shall be borne by the supplier. The pricing terms shall not affect the agreement regarding place of fulfillment.

5. Packaging

Delivery items must be packaged in a way that prevents transport damages. Dangerous substances must be packaged and labeled according to the applicable laws, and corresponding safety data sheets must be included. In the same way, hazardous materials must be packaged and labeled according to the applicable laws; the hazardous-materials classification or, where applicable, the comment "not hazardous material" must be included on the delivery slip. Packaging must be made of environmentally friendly materials and must be manufactured without CFCs and be chlorine-free, chemically inert, groundwater-neutral and non-poisonous when burned. At our request, the supplier must remove and dispose of its waste, packaging, etc. at its own expense. If the supplier does not comply with this request, the disposal shall be carried out at the supplier's expense without further notice.

6. Transfer of risk - shipping

- 6.1 As long as no written agreements have been made to the contrary, delivery shall be free of charge.
- 6.2 For deliveries involving setup or assembly and for services, risk shall be transferred upon acceptance; for deliveries without setup or assembly, upon receipt by the receiving location we have designated.
- 6.3 All shipments must include a packing slip with information about the contents as well as the complete order reference number. If this is missing, we shall not be responsible for delays in processing. Partial or remainder deliveries must be labeled as such. In addition, shipment notices must be sent to the Purchasing department and the specified address on the date of shipping.

7. Invoices

- 7.1 Invoices cannot be included with the goods, but must be sent separately by mail, with the order number listed on them.
- 7.2 Invoices must include the order reference number and the numbers for each individual item. Invoices cannot be paid until this information is given. Copies of invoices must be labeled as duplicates.
- 7.3 Value-added tax must be listed separately.

8. Payments

- 8.1 Unless otherwise agreed, payments shall take place
- within 14 days at a 3 % discount
 - or within 30 days at a 2 % discount
 - or within 90 days without discount.
- 8.2 The payment period shall begin as soon as the delivery or service has been provided in full and without faults, and once a properly issued invoice has been received. If the supplier is required to provide material tests, testing protocols, quality documents or other materials, the completeness of the delivery and service shall also depend on the receipt of these materials. A discount is also permissible if we are offsetting charges or retaining appropriate payment amounts due to defects. The payment period shall begin as of complete rectification of any defects.
- 8.3 Payments, startup of operations or use / processing shall not constitute a recognition of contractually provided deliveries or services.
- 8.4 We shall be entitled to offsetting and retention rights within the legally permissible scope.
- 8.5 The supplier's claims against us shall only be assigned to third parties with our permission.

9. Delivery date

- 9.1 The delivery date established in the order, as well as all other scheduling information given by the supplier, shall be binding. The timeliness of a delivery shall be determined based on its receipt at the receiving location we have specified; the timeliness of deliveries involving setup or assembly, as well as services, shall be determined based on their acceptance.
- 9.2 The supplier must inform us in writing immediately if circumstances occur or are made known to the supplier that will prevent the agreed-upon delivery date from being met. The obligation to meet the agreed-upon deadlines shall remain unaffected.
- 9.3 In the event of a delay in delivery, we shall be entitled, after an appropriate grace period has elapsed without delivery, to have the unperformed service carried out by a third party at the supplier's expense, or to request damage compensation in place of the service. In addition, the legal regulations shall apply.
- 9.4 Deliveries made ahead of schedule, deliveries outside the goods receiving hours we have specified, and partial or excess deliveries require our permission in advance.
- 9.5 To the extent that the parties are prevented from meeting the deadlines due to force majeure, the deadlines shall be extended by the length of the hindrance, plus an appropriate start-up period. Only war and natural catastrophes are considered force majeure events.

10. Quality

- 10.1 The deliveries and services must correspond to the agreed-upon specifications, be free from material damages and suitable for the purpose we have specified.
- 10.2 The supplier must constantly adjust the quality of its products and services for us according to the latest standards, and must inform us of any opportunities for improvement or technical modifications.
- 10.3 The supplier must set up and maintain a documented quality assurance system of appropriate type and scope, corresponding to the state of the art. The supplier must create records, particularly regarding its quality controls, and provide us with these upon request.
- 10.4 The supplier hereby authorizes quality audits to determine the effectiveness of its quality assurance system, to be performed by us or an agent whom we appoint, with participation by our customer where appropriate.

11. Warranty and guarantees

- 11.1 We are obligated to inspect the goods within an appropriate amount of time to determine any deviations in quality or quantity. Defect notifications are considered timely if we send them within 5 business days, calculated as of the receipt of goods, for obvious defects; or calculated as of their discovery for hidden defects. The postmark date shall be definitive. If the inspection reveals a defect, the supplier shall also bear the costs of the goods inspection, regardless of any other claims asserted.
- 11.2 We shall be entitled to assert all statutory warranty claims without restriction. Regardless of these, we shall be entitled to request either a rectification of defects or replacement delivery from the supplier at our discretion. In this event, the supplier must bear all costs relating to defect rectification or replacement delivery, including all ancillary costs. The right to compensation for damages, particularly in place of services, is expressly excluded.
- 11.3 The warranty period shall be 36 months as of the transfer of risk unless an alternate agreement has been made in the order.
- 11.4 Improvements can be carried out at the supplier's expense without setting a deadline if the delivery was in default and if we have an interest in an immediate improvement to avoid default on our part or for other urgent reasons.
- 11.5 Defects in a delivery or service shall entitle us to withdraw from all contractual relationships with the supplier that involve the regular delivery of goods or the regular provision of services or work if reasonable suspicion exists that the defects or faults in a delivery or service will also affect other deliveries or services in the long term. This shall not apply if the supplier can show convincingly that defects of this type will no longer occur in the future.
- 11.6 Service parameters established by the supplier shall be considered guarantees.
- 11.7 We shall be entitled to recourse claims in the sense of §§ 478, 479 BGB even if the end customer is not a consumer, but an entrepreneur.
- 11.8 The supplier hereby agrees to keep replacement parts for the delivered goods in reserve for a period of 10 years.

12. Product liability - exemption - liability insurance

- 12.1 To the extent that the supplier is responsible for a product defect / product damage, it must exempt us from third-party damage claims as per German or other law upon first request. The supplier is particularly considered responsible if it has set the cause within its own domain and organizational area, and if it is also liable externally.
- 12.2 In the context of its liability for damage events in the sense of Para. 1, the supplier is also obligated to compensate any expenses as per §§ 683, 670 BGB and as per §§ 830, 840, 426 BGB that particularly arise from or in conjunction with a recall on our part and/or legal action. We shall inform the supplier, wherever possible and reasonable, of the content and scope of the recall measures to be taken and give it an opportunity to respond. Other legal claims shall remain unaffected.
- 12.3 The supplier hereby agrees to take out product liability insurance with a coverage amount of at least € 5 million per personal/property damage event - as a flat rate, applicable at least throughout Europe - and to provide evidence of this at our request. If we are entitled to further damage compensation claims, these shall remain unaffected.

13. Industrial property rights

- 13.1 The supplier guarantees that no third-party rights either inside or outside the Federal Republic of Germany are violated in connection with its delivery.
- 13.2 If we are subject to third-party claims for this reason, the supplier must release us from these claims upon first written request and must bear all costs and expenses that we incur in this context.
- 13.3 We are entitled to obtain approval from the authorized party, at the supplier's expense, for use of the industrial property rights that have been violated.
- 13.4 The supplier's indemnity obligation applies to all expenses that we necessarily incur from or in conjunction with claims asserted by a third party.

14. Implementation materials, drawings, tools

- 14.1 We expressly reserve the ownership rights and copyrights to all illustrations, drawings, calculations, drafts, samples and other materials as well as to devices, models, tools and other means of production that we give to the supplier. We shall be entitled to ownership of tools and other means of production for which we have paid as long as no alternate arrangements have been made in a separate tool agreement.
- 14.2 The abovementioned objects can neither be made accessible to third parties nor destroyed without our express written permission. They are to be used exclusively for production on the basis of our order, and the supplier must carefully store and insure them while carrying out the contract. The care, maintenance and parts replacement of these objects shall be based on the agreements between us and the supplier in each case. After the order has been processed, they must be returned to us unrequested as long as no alternate arrangements

have been made in writing.

- 14.3 We hereby reserve all rights to the following items produced according to our instructions: software (including source code), drawings, products or data of all kinds, as well as to processes and inventions that we have developed. The supplier shall immediately provide us with all necessary information and materials in this context, to the extent necessary for registering industrial property rights or protecting intellectual property.
- 14.4 All usage and exploitation rights for the materials given to us by the supplier shall be transferred to us.

15. Provision of parts and objects

- 15.1 If we provide the supplier with parts, we shall retain ownership of these parts. The supplier shall provide processing or transformation on our behalf. If our goods subject to reservation of title are processed with other objects that do not belong to us, we shall be granted co-ownership of the new item corresponding to the value of our item (purchase price plus VAT) in relation to the other processed items at the time of processing.
- 15.2 If the item we have provided is inseparably combined with other items that do not belong to us, we shall be granted co-ownership of the new item corresponding to the value of the item subject to reservation of title (purchase price plus VAT) in relation to the other combined objects at the time they are combined. If the combination takes place in such a way that the supplier's item becomes the main item, the supplier agrees to grant us proportional co-ownership. The supplier shall retain sole ownership or co-ownership for us.

16. Confidentiality

- 16.1 The supplier hereby agrees to keep strict confidentiality with regard to all information it obtains in the context of the business relationship (particularly all illustrations, drawings, calculations, specifications, reports, microfilms, software and software-related documentation received). The information can only be used in conjunction with the respective order, and cannot be given or otherwise made accessible to unauthorized third parties. The supplier must take all necessary measures to preserve confidentiality (e.g. require its employees, or sub-contractors whom we have approved, to sign a corresponding confidentiality agreement).
- 16.2 This confidentiality obligation shall apply beyond the end of the respective order and beyond our business relationship with the supplier, and shall only end if and to the extent that individual pieces of information have become generally known.
- 16.3 At our request, the supplier must sign a separate, more specific confidentiality agreement.

17. Long-term supplier declarations, proof of origin, proof of value-added tax, export restrictions

- 17.1 The supplier shall fundamentally deliver only products from the European Union and from countries with which preferential agreements exist, and at our request it shall present long-term supplier declarations or other proofs of origin for the products it uses,

including all necessary information and with proper signatures. If the supplier cannot do so, it must inform us of this immediately upon receiving our order.

The same applies correspondingly to proofs of value-added tax for foreign and intra-Community deliveries.

- 17.2 The supplier must inform us immediately if a delivery is fully or partially subject to export restrictions according to German or other law.

18. Supplementary provisions, final provisions

- 18.1 With the delivery, the supplier confirms that it has met all applicable statutory and official conditions.
- 18.2 At our request, the supplier shall take out advance payment, fulfillment and/or warranty bonds in our favor.
- 18.3 Unless the order specifies something to the contrary, our headquarters shall be the place of fulfillment.
- 18.4 The place of jurisdiction for all disputes arising from the business relationship between the supplier and us shall be Nuremberg, Germany.
- 18.5 If any provisions in these Conditions should be or become invalid, or if a loophole is discovered in the Conditions, this shall not affect the validity of the other provisions.
- 18.6 To the extent that our Conditions of Purchase do not contain a particular regulation, the legal provisions shall apply.
- 18.7 The laws of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Part 2: Delivery and Payment Conditions

1. Scope

- 1.1. The deliveries, services and offers from ProMik shall take place exclusively on the basis of these Delivery and Payment Conditions. At the latest, the Conditions are considered to have been accepted upon acceptance of the goods or services.

We hereby expressly exclude any conflicting acknowledgements by the supplier that refer to its own business or purchase conditions. Our Conditions of Purchase also apply if we unconditionally provide the delivery or service in the knowledge of customer conditions that contradict or deviate from our Delivery and Payment Conditions.

- 1.2. These Delivery and Payment Conditions shall also apply to all future business relationships even if they are not expressly agreed upon again.
- 1.3. All agreements made between ProMik and the buyer for the purpose of executing this contract must be set down in writing.
- 1.4. Our Delivery and Payment Conditions apply only to entrepreneurs in the sense of § 310 Para. 1 BGB.

2. Conclusion of contract / delivery scope

- 2.1. Our offers are subject to change and are non-binding unless the respective offer specifies something to the contrary.
 For offers that are subject to change and non-binding, any

declarations of acceptance and all orders must obtain confirmation from ProMik in writing, by email or fax in order to be legally valid.

- 2.2. Drawings, illustrations, measurements, weights or other performance data are only binding if this is expressly agreed in writing. For the rest, all information and illustrations in our printed materials apply only approximately, and are not binding when carrying out the order. In particular, we reserve the right to make changes to the technical design.
- 2.3. We reserve ownership rights and copyrights to illustrations, drawings, calculations and other materials. This also applies to written documentation classified as "confidential." Before sharing such materials with third parties, the customer must obtain our express written permission.
- 2.4. ProMik's sales employees are not authorized to make verbal side agreements or give verbal assurances beyond the content of the written contract.

3. Prices

- 3.1. Unless expressly agreed otherwise, prices are calculated ex works, not including packaging.
- 3.2. All prices named in the offers, order confirmations and invoices exclude value-added tax as applicable on the date of delivery.
- 3.3. All pricing information in offers remains subject to change until the conclusion of the contract unless it has expressly been described as binding (temporarily, if applicable) in the offers.

4. Payment

- 4.1. Payments must be provided according to the payment conditions described in the order forms and/or invoices.
- 4.2. Bankable bills of exchange shall only be accepted in lieu of payment - by agreement - and do not constitute fulfillment of the payment obligation. Any applicable bill charges and interest shall be borne by the buyer.
- 4.3. Despite any contrary provisions set by the buyer, ProMik is entitled to first offset payments against its older debts, and shall inform the buyer of the type of offset carried out. If costs and interest have already been incurred, we shall be entitled to first offset the payment against the costs, then the interest and finally against the main service.
- 4.4. Payment is only considered complete once ProMik is able to access the amount. For checks, payment is only considered complete once the check has been cashed.
- 4.5. In the event of a delay, late interest of 1.5% will be charged per month or part thereof.

- 4.6. If we become aware of circumstances that call the buyer's creditworthiness into question, particularly if the buyer does not cash a check or stops payment, or we become aware of other circumstances that call the buyer's creditworthiness into question, we shall be entitled to request immediate payment of the remaining debt even if we have already accepted checks. In this case, ProMik shall also be entitled to request advance payments or a security deposit.
- 4.7. The buyer shall only be entitled to offset, withhold or reduce payments, even if defect complaints or counterclaims have been lodged, if the counterclaims have been legally established or are undisputed. However, the buyer is also entitled to withhold payment due to counterclaims from the same contractual relationship.

5. Delivery and service dates

- 5.1 Delivery dates or deadlines, which can be binding or non-binding, must be made in writing. If they are not expressly agreed to be binding, they are considered only approximate and non-binding.
- 5.2. Delivery and service delays due to force majeure and due to events that significantly hinder ProMik's delivery on a more than temporary basis - including strike, lockout, official requirements, etc., even if these occur to ProMik's suppliers or their sub-suppliers - shall not be the responsibility of ProMik, even for bindingly agreed dates and deadlines. These shall entitle ProMik to move the delivery and/or service forward by the length of the hindrance plus an appropriate startup period, or to withdraw from the contract in full or in part due to the as-yet-unfulfilled portion.
- 5.3. If the hindrance lasts longer than three months, the buyer shall be entitled, after setting an appropriate grace period, to withdraw from the unfulfilled portion of the contract. If the delivery date is extended or if ProMik is released from its obligation, the buyer shall not derive any damage compensation claims from this. ProMik can only invoke the circumstances named here if it informs the buyer of these immediately.
- 5.4. If ProMik is responsible for a failure to meet agreed-upon dates and deadlines or is in default, the buyer shall be entitled to default compensation equal to ½% for each full week of the delay, but up to a maximum equaling 5% of the invoice value of the deliveries and services affected by the delay. Further claims are hereby excluded unless the delay is due to at least gross negligence on the part of ProMik.
- 5.5. ProMik's compliance with the delivery and service obligations assumes that the buyer has fulfilled its obligations in a proper and timely manner.
- 5.6. If the buyer is in default of acceptance, ProMik shall be entitled to request compensation for any damage it incurs thereby; upon default of acceptance, the risk of accidental damage and deterioration shall be transferred to the buyer.

6. Shipping and transfer of risk

- 6.1. In every case, the shipment of goods shall take place at the buyer's expense and risk. This applies even if the goods are delivered using ProMik's own vehicles and if carriage-paid delivery has been agreed upon. The transfer of risk shall take place upon transfer to the shipper or freight forwarder; or, if goods are delivered using ProMik's own vehicles, upon completion of loading into the vehicle.
- 6.2. We do not guarantee the cheapest possible shipping.
- 6.3. If the shipment is delayed due to the customer's behavior or at the customer's request, we shall only be required to apply the care we normally apply to our own affairs; in these cases, the risk shall be transferred upon the report of shipping readiness.

7. Partial services

ProMik is entitled to provide partial deliveries and partial services at any time unless the partial delivery or service is not of interest to the buyer.

8. Buyer's rights due to defects

- 8.1. Defect claims by the buyer require the buyer to have properly fulfilled its inspection and defect notification duties as per § 377 HGB. The buyer must inform ProMik of any defects in writing immediately, but at least within a week of receiving the delivery item. Defects that cannot be discovered within this period despite a careful inspection must be reported to ProMik in writing immediately after their discovery.
- 8.2. If a delivery and/or service defect is found, the buyer shall be entitled to request supplementary performance in the form of defect rectification. In the event of defect rectification, ProMik must bear all necessary costs - particularly transport, road costs, work and material costs - that are involved in rectifying the defect, as long as these do not increase because the purchased item has been delivered to a place other than the place of fulfillment.
- 8.3. If the rectification does not succeed within an appropriate amount of time, the buyer can choose to lower the payment (reduction) or withdraw from the contract.
- 8.4. If operational or maintenance instructions from ProMik are not followed, changes are made to the products, parts are exchanged or consumable parts are used that do not correspond to the original specifications, this shall exclude any claims for defects in the products as long as the buyer does not dispute a corresponding substantiated claim that one of these circumstances first caused the defect.
- 8.5. Liability for normal wear and tear is excluded.
- 8.6. Only the direct buyer can assert claims against ProMik for defects; these cannot be assigned to others.

- 8.7. The limitation period for defect claims is 12 months, calculated as of the transfer of risk.

9. Liability

- 9.1. Damage compensation claims against ProMik are excluded regardless of the type of obligation violated, including unauthorized activities, if this was not intentional or due to gross negligence, or if alternate provisions have been made below.
- 9.2. In the event that significant contractual obligations are violated, ProMik will also be liable for every case of negligence, but only up to the amount of the foreseeable and typical damage. Claims for lost profit, saved expenses, from third-party damage claims and for other direct and subsequent damages cannot be asserted unless a characteristic guaranteed by ProMik protects the buyer from such damages.
- 9.3. The above liability limitations and exclusions do not apply to claims arising from fraudulent behavior on the part of ProMik; to liability for guaranteed characteristics; to claims according to product liability law; or to damages resulting from loss of life, injury to body or health.
- 9.4. To the extent that ProMik's liability is excluded or limited, this shall also apply to the employees, workers, representatives and agents of ProMik.

10. Termination by the buyer

- 10.1. If the buyer has a right of termination and terminates an order that it has properly confirmed and fully accepted, the buyer must assume the incurred costs in full.
- 10.2. Termination of custom-ordered products after order confirmation is only permissible for a significant reason.

11. Reservation of title

- 11.1. Until all of ProMik's current or future claims against the buyer, on any legal basis, have been fulfilled (including all balance claims from open accounts), ProMik shall be granted the following securities. ProMik shall release its choice of these upon request if their value exceeds the claims by more than 20% in the long term.
- 11.2. The goods shall remain the property of ProMik. Their processing or transformation shall always take place for ProMik as the manufacturer, but without obligation. If ProMik's (co-)ownership expires due to processing, it is hereby agreed in advance that the buyer's (co-)ownership of the uniform item shall be transferred to ProMik proportionally to the item's value (invoice value). The buyer shall preserve ProMik's (co-)ownership free of charge. Goods for which ProMik is entitled to (co-)ownership are described below as goods subject to reservation of title.

- 11.3. The buyer shall be entitled to process and sell the goods subject to reservation of title in the proper course of business as long as the buyer is not in default. Pledging and transfers by way of security are not permissible. The buyer hereby fully assigns to ProMik in advance, by way of security, any claims (including all balance claims from open accounts) that arise from further sales or another legal reason (insurance, unauthorized activity) regarding the goods subject to reservation of title. ProMik revocably authorizes the buyer to collect the claims assigned to ProMik on its account and in its own name. This collection authorization can only be revoked if the buyer fails to properly fulfill its payment obligations.
- 11.4. In the event of third-party access to the goods subject to reservation of title, the buyer shall make ProMik's ownership known and inform ProMik immediately so that ProMik can assert its ownership rights. If the third party is unable to compensate ProMik for the judicial or extrajudicial costs incurred in this context, the buyer shall be liable for these.
- 11.5. In the event that the buyer violates the contract - in particular through a delay in payment - ProMik shall be entitled to withdraw from the contract and request the return of the goods subject to reservation of title.

12. Rights of use

- 12.1. ProMik GmbH reserves all rights to the delivered computer programs as well as the trade secrets underlying these programs.
- 12.2. On the condition that the buyer fulfills its contractual obligations, particularly the obligations named in these Delivery and Payment Conditions, ProMik GmbH hereby grants it a perpetual, non-exclusive license to use these computer programs, but exclusively in the form and through the medium in/on which the program is delivered.
- 12.3. The buyer is not permitted to reverse translate the program, to copy it or to apply any technique to uncover the trade secrets underlying the program. If the buyer violates this provision, the license granted to the buyer in this article shall expire without written notice of termination. In this case, regardless of all other legal remedies, ProMik GmbH can request that the program no longer be used, as well as requesting compensation for the damage incurred.

13. Confidentiality

Unless otherwise expressly stipulated in writing, the information provided to ProMik in conjunction with orders shall not be considered confidential.

14. Applicable law, place of jurisdiction, place of fulfillment, partial invalidity

- 14.1. The laws of the Federal Republic of Germany apply to these Delivery and Payment Conditions and to all legal transactions between ProMik and the buyer/customer. The provisions of the UN Convention on

Contracts for the International Sale of Goods do not apply.

- 14.2. If the buyer is an entrepreneur, a legal entity under public law or a special fund under public law, Nuremberg, Germany shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
- 14.3. The place of fulfillment shall be the headquarters of ProMik.
- 14.4. If a provision in these Delivery and Payment Conditions should be or become invalid in the context of other agreements, this shall not affect the validity of all other provisions or agreements.

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