

GENERAL BUSINESS CONDITIONS OF LEEL COILS EUROPE s.r.o. valid from 1st of July 2018

The following general business conditions (the "Conditions") of LEEL COILS EUROPE s.r.o., a company incorporated under the laws of the Czech Republic, with its registered office at Vrážská 143, 153 00 Praha 5 - Radotín, Czech Republic, ID No. 25057499, registered in the commercial register maintained by the Municipal Court in Prague under file C 45948 (the "Vendor"), form an integral part of the contents of all agreements on sale (the "Sale Agreement(s)" "Contract(s)") of the items (the "Equipment") sold by the Vendor in ordinary course of its business concluded between the Vendor and third party purchasers ("Purchaser(s). Any contents in the Sale agreement(s) which derogate from the standard commercial terms shall prevail over the text of the standard commercial terms.

This Sale Agreement, including its validity, construction, interpretation and performance shall be governed entirely by the laws of the Czech Republic, mainly by an act number 89/2012 Sb., at its latest amendments (civil code) (hereinafter referred to as „NOZ”)

Any dispute in any connection with this Sale Agreement shall be finally settled by the general courts of the Czech Republic. The contracting parties (also herein after the "Parties") hereby irrevocably agree, that the courts of the Czech Republic will have jurisdiction over any disputes arising under this Sale Agreement or in connection with this Sale Agreement. Factual and local jurisdiction of the general courts is directed by the residential address of the Vendor, regardless which Party files a plaintiff or is a defendant.

The validity of a juridical act, respectively the juridical act related to the Sale Agreement made in written form requires the signature of the acting person. The signature may be replaced by mechanical means. It is considered that the juridical act is valid if any facsimile is contained in the juridical act. Any other mechanical mean is valid, if the contracting party can be identified and it is a common business practice. Also the act is valid if is made in accordance to the business practices. The written form can be expressed also by electronic means, especially by e-mail.

The Conditions are available on the Vendor's website [https://leelcoils.eu/ under section downloads](https://leelcoils.eu/under_section_downloads). An inseparable part of the Conditions are two attachments, the storage, installation, operation and maintenance instructions (DOC-011) and the standard design pressures and temperatures (DOC-008). These attachments are also available on the Vendor's website [https://leelcoils.eu/ under section downloads](https://leelcoils.eu/under_section_downloads).

1. SALES AGREEMENT

1.1 By the Contract, the Vendor is obliged to deliver the Equipment which constitutes the subject of the Contract to the Purchaser and allows him to acquire the right of ownership therein, and the Purchaser is obliged to take over the Equipment and pay the Vendor the negotiated purchase price. If the price is not negotiated by the contractual parties, the Purchaser is obliged to pay a price in accordance to provision § 2085 (2) NOZ, unless stated otherwise in the Contract. The Vendor is entitled to issue an invoice. The invoice might reflect the negotiated terms and conditions of the Sale Agreement.

1.2 Any prospective Purchaser may request the Vendor to provide an informal quote of price, delivery date and terms of sale of a particular Equipment (the "Quote"). The Quote will also visibly indicate that by placing an Order (as defined below), the Purchaser will confirm that it is familiar with the Conditions of Leel Coils Europe s.r.o., which are available up to date on the website [https://leelcoils.eu/ under section downloads](https://leelcoils.eu/under_section_downloads) and it is the Purchaser's responsibility to be informed with the Conditions and to keep a copy of the Conditions. The Conditions are either attached to the informal Quote or a reference to a link on the website address, which contains the Conditions, is given by the Vendor. The informal Quote suggests possible variation and only leads to further negotiation of the possible provisions of the Sales Agreement. It is not a direct offer to conclude the Sales Agreement.

1.3 Unless provided otherwise in cl. 1.4 below, a Sales Agreement between the Vendor and the

Purchaser is concluded only if the Purchaser makes a direct offer to the Vendor, which indicates the will of the Purchaser to be bound by the Sales Agreement if the offer (also herein after as "Order") is accepted (also herein after as "Acceptance") and the Order is afterwards confirmed by the Vendor. By placing the Order, the Purchaser confirms, he is informed with the Conditions and with all the attachments to the Conditions. The Order must contain at least identification and quantity of the Equipment and the Sales Price, and the reference to the Quote, placed by the Purchaser with the Vendor.).

1.4 In case the Purchaser stipulates in the Order or otherwise any clauses which are in contradiction or in addition to the Conditions, which has been stated in the informal Quote and enclosed at the attachment, no Sales Agreement is concluded unless such clauses are expressly accepted by the Vendor in the Acceptance. The Vendor is entitled to reject any Order containing such clauses. In the Acceptance, the Vendor may stipulate clauses in contradiction or in addition to the Conditions. In such a case, the Sales Agreement is only concluded when the Purchaser notifies the Vendor in writing of its acceptance of such clauses. The Vendor and the Purchaser may agree on any other clauses in contradiction or in addition to the Conditions and may conclude the Sales Agreement in any other manner provided that their agreement is evidenced in writing and signed by the Parties.

2. DESIGNS AND PROJECTS

2.1 All designs and documents of whatever nature handed over or sent by the Vendor to the Purchaser shall remain the property of the Vendor and must be returned to the Vendor at its request unless they are also the subject of a Sales Agreement.

2.2 The designs and documents pursuant to cl. 2.1 above are provided to the Purchaser free of charge unless specifically agreed otherwise in the Sales Agreement.

3. DELIVERY OF THE EQUIPMENT

3.1 Unless another Incoterms trade definition is specifically agreed in the Sales Agreement, delivery of the Equipment to the Purchaser (the "Delivery") shall always take place FCA (Free Carrier)) with the premises of the Vendor (registered office, factories or warehouses) indicated in the Acceptance as the named place.

3.2 The Equipment to be delivered to the Purchaser must be, at the time of Delivery, clearly earmarked as intended for the particular Purchaser under the particular Sales Agreement.

3.3 Delivery shall be carried out on the agreed dates or within the agreed time periods. If no such date or periods are indicated, Delivery shall be made within a reasonable period, taking into account the size of the order and the difficulties of carrying it out. The Purchaser may not reject early Delivery and the Vendor may make partial Deliveries. The time period for Delivery starts from the last of the following dates: (i) the date when the Sales Agreement is concluded pursuant to cl. 1.3 or 1.4 above; or (ii) the date of reception by the Vendor of the first installment of the Sale Price under the Sales Agreement if payment in installments is specifically agreed in the Sales Agreement.

3.4 If shipment of the Equipment is delayed for any reason whatsoever which is beyond the Vendor's control and the Equipment is still at the disposal of the Vendor, the Vendor may consent to storing and handling the Equipment, if necessary, at the expense and risk of the Purchaser. Such consent does not modify the Purchaser's obligations of payment for the Equipment, nor can they be considered as a modification of the Sales Agreement.

3.5 Delay in Delivery does not constitute grounds for termination of the Sales Agreement by the Purchaser. Contractual penalty cannot be claimed by the Purchaser unless specifically agreed in the Sales Agreement. Any contractual penalty so agreed cannot be deducted from the last installment of the Sale Price. Claim for a contractual penalty so agreed excludes a claim by the Purchaser for compensation of any loss caused by the delay with Delivery.

3.6 The Vendor is not liable for any loss caused to the Purchaser by delay with Delivery caused by circumstances excluding liability, Also the Vendor is not liable for any damages or losses due to

late Delivery which occurred to the Purchaser, even though the liability of the late delivery is given, if the Vendor before the Sale Agreement has not notified the Vendor of the Purchaser's other obligations or liabilities, which could be violated due to late delivery.

3.7 The Vendor's obligation to make a Delivery is suspended for as long as (i) the Purchaser does not abide by the conditions of payment of the Sale Price pursuant to cl. 9 below; or (ii) the information and/or parts agreed to be provided by the Purchaser are not delivered to the Vendor and then for a further reasonable period following their delivery needed by the Vendor to effect the Delivery; or (iii) circumstances excluding liability, as defined by the Czech law, persist. The Vendor shall keep Purchaser informed in writing and within a reasonable period of any of the above mentioned events.

3.8 LEEL COILS EUROPE s.r.o., ("LCE") is capable to provide storage of the Equipment. Unless stated otherwise in the incoterms or partial Sale Agreement, the Purchaser must organize to pick up the Equipment within 14 days from the date the Purchaser has been notified of availability to take over the Equipment. If the Equipment would not be picked up within the period stated above or within the negotiated dispatch date, the Purchaser is in default and a transfer of risk of damage of the Equipment from the Vendor takes place. First day after the Purchaser's default, the Vendor is entitled to store the Equipment at a suitable place in his warehouse and request a storage fee. In this event, subsidiary the provision of storage contract conducted by the provision of § 2415 NOZ and the following provisions is applicable. The provisions of storage contract do not affect the negotiated terms of the Sale Agreement.

3.9 Under the event stated in cl. 3.8 of this Contract, the Vendor is entitled to charge a storage fee, which is calculated by the formula: $1m^2 * 0.3$ EURO per day. In order to avoid any doubts, $1m^2$ counts for each commenced m^2 and per day means every day in which the default commenced.

3.10 The Purchaser is obliged to pay for the storage within 30 days after the invoice has been sent to the address provided by the Purchaser. The provisions of validity of the juridical act are not excluded. The Vendor is entitled to issue an invoice every 3 months of storage and also after the factual picked up of the Equipment. If the Equipment would not be taken over till 4months from the date the of the default, The Vendor is entitled to sell the stored Equipment to a third party, without notifying the Purchaser. Subsidiary the provision of §2428 is applicable.

3.11 In the case of Purchaser's default, the Vendor is entitled to a contractual penalty of 0.25% of the purchase price per every single day of the default, per day means every day in which the default commenced. Although the contractual penalty is stipulated, the Vendor is entitled to compensation for damage resulting from any breach of the obligations which is subject to the contractual penalty. The contractual parties hereby exclude the provision of § 2050 NOZ. In the case the Equipment is sold to a third party, the Vendor is entitled to set off any claim, which he possesses against the Purchaser.

4. QUALITY AND PACKAGING OF EQUIPMENT

4.1 The Equipment shall be delivered in a quality and make which is in compliance with the following standards: (i) standards expressly agreed in the Sales Agreement; (ii) technical conditions contained in the catalogue effective at the time of conclusion of the Sales Agreement, if the catalogue was enclosed or if the Vendor sent a direct reference to a link on the website with the catalogue content. (iii) Czech and European Union standards as effective at the time of conclusion of the Sales Agreement; or, in their absence (iv) professional standards common in the trade with goods equivalent to the Equipment.

4.2 Information appearing on catalogues, brochures, price lists and diagrams of dimensions available on the website of the Vendor are given as indications by the Vendor who may make any modification it sees fit to the arrangement, dimensions, the origin of the components and materials and the nature of these materials used in its devices, machines and parts of these machines.

4.3 In the absence of a specific agreement in the Sales Agreement regarding the manner of packaging of the Equipment, the packaging is prepared by the Vendor acting in the best interests of

the Purchaser and in accordance with commercial standards and practices. Packaging must be paid for by the Purchaser as a part of the Sales Price and will not be recovered by the Vendor, unless specifically agreed otherwise in the Sales Agreement.

5. TRANSFER OF RISK AND PROPERTY

5.1 The moment of transfer of risk of damage on the Equipment is determined by the Incoterms of trade condition applicable to the Sale Agreement. If not stated otherwise in the Incoterms or in the Contract, the moment of transfer of the risk from the Vendor comes into effect by the event of handling over the Equipment to the Purchaser or third party for delivery, and if the Equipment is delivered by the Vendor, by a date in which the Purchaser is allowed to dispose with the Equipment.

5.2 The Vendor remains an owner of the Equipment delivered pursuant to a particular Sales Agreement until the Sale Price of the Equipment has been paid for in full, upon which payment the ownership title to the Equipment transfers to the Purchaser. Upon termination of the Sales Agreement for late payment pursuant to cl. 9.4 (iv) below, the Vendor shall be entitled to seek recovery and other legal accessories of the unpaid-for Equipment by all legal means available at the expense and risk of the Purchaser.

5.3 The Purchaser shall ensure that the Equipment shall always be identifiable as delivered pursuant a specific Sales Agreement. In case such identification is not possible, the Vendor shall have the right to treat all such Equipment as subject to the extradition of title pursuant to this cl. 5, unless the Purchaser proves that particular Equipment has been paid for. The Vendor may at any time unilaterally and immediately draw up an inventory of the Equipment not paid for and held by the Purchaser.

5.4 In the case of resale by the Purchaser of the Equipment not paid for or Equipment into which such Equipment was incorporated to a third party purchaser, the Purchaser shall immediately pledge to the Vendor its claim for payment or assign the claim to the Vendor, which arises from the obligation to pay the purchase price by the third party.

5.5 Only the Vendor can enforce the provisions of this cl. 5, which is exclusively for its benefit. The Purchaser must not use the provisions of this cl. 5 to oblige the Vendor to take back the Equipment that has not been paid for.

6. TRANSPORT, INSURANCE, ETC.

6.1 All transport, insurance and handling operations in relation to delivering the Equipment to the Purchaser's site shall be at the Purchaser's expense and risk., unless stated otherwise in the Sales Agreement.

6.2 The Purchaser shall always be responsible for checking shipments on arrival and, if necessary, for lodging claims against the transport company. The Vendor will provide cooperation with the claim if necessary.

7. INSPECTIONS AND TESTS

7.1 Tests of the Equipment may be carried out at the Purchaser's request at the Vendor's premises where the Delivery is to take place before Delivery. Costs of such tests shall be borne by the Purchaser.

7.2 If, after Delivery, the Purchaser disputes the Equipment's characteristics and performance, the Purchaser may request the Vendor to make measurements on the Purchaser's premises, if this is possible and with the Vendor's consent. In this case, the Purchaser shall pay the Vendor's expenses; unless it is proven that the services of the Vendor were carried out incorrectly or under the eligible claim during the Guarantee as stated below in cl. 8.

8. GUARANTEE

8.1 Subject to the provisions of this cl. 8, the Vendor undertakes to repair any defect of the Equipment's operation stemming from a fault in the manufacture of the Equipment delivered by

the Vendor under a Sales Agreement (the "Guarantee"). The Guarantee is only given, if the Purchaser obeys the instructions given in the in the storage, installation, operation and maintenance instructions (DOC- 011) and in the standard design pressures and temperatures (DOC-008). The instructions are available up to date on the website <https://leelcoils.eu/> under section *downloads*. and it is the Purchaser's responsibility to be informed with the instructions and to keep a copy of the instructions written in the documents DOC-011 and DOC-008. The instructions are either attached to the informal Quote or a reference to a link on the website address, which contains the Conditions and which contains the documents DOC-011 and DOC-008, is given by the Vendor. If the repair is not possible, the Vendor is entitled under the given Guarantee to supply the Purchaser of the new Equipment. If neither the repair nor the supply of the Equipment is possible, the Purchaser is entitled to a reasonable discount, if the Equipment is still usable at least for a similar purpose. It is considered that the fault which can be resolved under the given Guarantee by the procedure stated above, does not constitute the right from a fundamental breach of a contract, respectively does not constitute the right to withdraw from the Sales Agreement under the provision of § 2106 NOZ. The Guarantee is made to the benefit of the Purchaser only and shall not benefit any third party to whom the Equipment may be resold. The Purchaser shall notify the Vendor by written notification of the defect or without undue delay thereafter. It is considered that written notification must be made within 14 days from the date the fault was identified and supply the Vendor all necessary proof of the alleged defect. The Purchaser must do everything possible to facilitate the Vendor's inspection of the defect and its repair. Furthermore, the Purchaser must abstain, in the absence of a specific written consent of the Vendor, from carrying out the repair itself or having it carried out by a third party, though it may take such conservation measures as it considers vital.

8.2 The following is excluded from the Guarantee unless specifically agreed otherwise in the Sales Agreement: (i) any installations into which the Equipment is or is liable to be incorporated (the "Installation"); (ii) any Installation that has not been assembled according to the Vendor's instructions in the storage, installation, operation and maintenance instructions (DOC-011) and in the standard design pressures and temperatures (DOC-008) and according to professional practice; (iii) defects in the Equipment's operation stemming from a fault in materials or parts provided by the Purchaser; (iv) Equipment and/or its accessories modified by the Purchaser without the Vendor's prior written consent; (v) defects in the Equipment's operation occurring as a result of circumstances excluding liability; (vi) defects in the Equipment's operation resulting from wear, abrasion and the corrosion of the material, abnormal vibrations, deterioration or accidents resulting from negligence or poor surveillance, maintenance or storage of the Equipment and/or non-compliance with the Vendor's recommendations; (vii) defects in the Equipment's operation resulting from contamination external to the Equipment (including contamination caused by the Installation), (viii) defects in the Equipment's operation resulting from special technical requirements and specific constraints in the Equipment's use which have not been made known to the Vendor in writing at the time of the relevant Order; (ix) defects in the operation of the Equipment which has been started-up by the Purchaser contrary to the express written request of the Vendor to be present; (x) any replacements of a fluid; (xi) any expendable components of the Equipment (filters, fan belts, etc.); and (xii) defects in the operation of the Equipment which has not been used normally and in conformity with its common purpose and the Vendor's instructions.

8.3 Unless specifically agreed otherwise in the Sales Agreement, the Guarantee only applies to defects or faults occurring within a period of 12 months from the day of Delivery (the "Guarantee Period"). The repair, modification and the replacement of a part during the Guarantee Period shall in no way extend the period of Guarantee of the Equipment. In the case where a spare part is supplied following a claim made under the Guarantee, such a spare part shall be covered by the Guarantee for a period equal to that of the initial Guarantee and under the same conditions.

8.4 The Purchaser cannot use a claim made under this Guarantee as a pretext for stopping or

delaying payment.

8.5 The Vendor shall reserve the right, if necessary, to modify the Equipment in such a way as to fulfill its obligations. The works performed under the Guarantee shall in principle be carried out in the Vendor's workshops after the Purchaser has sent to the Vendor the defective Equipment or parts for repair or replacement. The costs of disassembly on site and transport shall be at the Purchaser's expense. In the case where repairs must take place at the site, due to the installation in question, the Vendor shall not be responsible for the corresponding labor and transport costs. In no way shall the Vendor take on the expense of time spent on preliminary work or on disassembly and reassemble operations made necessary by the Equipment's use or by the way it has been installed and concerning elements not included in the supplies in question. If the claim is eligible, the Purchaser has the right to claim the purposeful cost occurred with the dispatch.

8.6 The Vendor's responsibility for defects of the Equipment is limited to its liability arising from the given Guarantee. The Purchaser is not entitled to claim any damages occurred from the third party contract liability, unless the Purchaser notified the Vendor of such possible liability before the Sales Agreement was concluded. The Vendor is entitled, in its sole discretion, to grant to the Purchaser an appropriate discount from the Sale Price of the defective Equipment. If the discount is granted and accepted, no such damage from the same legal reason can be later claimed.

9. SALE PRICE AND PAYMENT

9.1 The Purchaser is obliged to pay for the Equipment the price (the "Sale Price") as stated in the Sales Agreement within 30 days of Delivery in one installment unless specifically agreed otherwise in the Sales Agreement. Loss, destruction, damage or deterioration of Equipment occurring following the transfer of risk does not affect the obligation of the Purchaser to pay the Sale Price.

9.2 All prices and information in catalogues, brochures, price lists and other documents, which are available on the Vendor's website, are only given as indications by the Vendor who may modify them at any time without prior notice. Such prices are for goods under the Incoterms Ex works ("EXW") and do not include tax, unless indicated otherwise.

9.3 All payments to be made by the Purchaser under a Sales Agreement will be made only when the bank account of the Vendor identified in the Acceptance is credited with the full amount of the payment, without any deductions. All letters of credit, promissory notes, bills of exchange and equivalent instruments must be payable at the Vendor's registered office or with a branch of a reputable financial institution located in Prague. The Vendor is obliged to accept such instruments only when it specifically agreed to do so in the Sales Agreement. Handing over and acceptance of such instruments shall not be considered a payment.

9.4 In the case of a delay with a full payment: (i) the sums due under the relevant Sales Agreement shall accrue default interest at the rate of PRIBOR plus 10 per cent per annum until full payment thereof (provided that "PRIBOR" shall mean the 3-month PRIBOR published by the Czech National Bank on the first day of delay with the full payment); and (ii) the Vendor shall be entitled to suspend its performance under any Sales Agreement(s) concluded with the Purchaser; and (iii) the Vendor shall be entitled to demand by a written notice immediate repayment of all sums owed to it by the Purchaser under any Sales Agreement(s) concluded with the Purchaser; and (iv) the Vendor shall be entitled to terminate by a written notice and with immediate effect any Sales Agreement(s) concluded with the Purchaser. The application by the Vendor of these clauses shall not constitute a renouncement of the later use of the Vendor's retention of title pursuant to cl. 5 above.

9.5 Partial payments by the Purchaser will be applied by the Vendor first in payment of the default interest pursuant to cl. 9.4 (i) above, if applicable, and then to the payment of the Sale Price. Partial payments by the Purchaser of the Sale Price under a Sales Agreement, the subject matter of which comprised several items of Equipment will be applied by the Vendor to payment of

the individual items of Equipment in the order in which they are listed on the Acceptance.

9.6 All sums owed to the Vendor by a particular Purchaser become immediately payable, without the requirement of a previous demand by the Vendor, upon the occurrence of any of the following: (i) transfer or pledge of the controlling participation interest in the Purchaser to a third party or acquisition of control over the management and operations of the Purchaser by a third party or a group of third parties in any other manner; or (ii) transfer or pledge of the enterprise of the Purchaser or its substantial part to a third party; or (iii) the Purchaser becoming insolvent or a filing for bankruptcy or settlement or any equivalent insolvency procedure being made against the Purchaser; or (iv) proceedings on enforcement of any judgment, arbitral award, administrative ruling or other ruling or deed being commenced with respect to the Purchaser by the competent body; (v) the Purchaser becoming subject to proceedings or, being a natural person, criminal prosecution, for non-compliance with tax regulations; or (v) a breach by the Purchaser of any of the provisions of the Sales Agreement, other than late payment.

9.7 In the case of Purchaser's default with the payment of the Sale Price, the Vendor is entitled to a contractual penalty of 0.25% of the purchase price per every single day of the default, per day means every day in which the default commenced. Although the contractual penalty is stipulated, the Vendor is entitled to compensation for damage resulting from any breach of the obligations which is subject to the contractual penalty. The contractual parties hereby exclude the provision of § 2050 NOZ.

9.8 If the payment of the Sale Price (eventually each partial payment) is delayed more than 30 days from the date it was payable, it is considered to be a fundamental violation of the Sale Agreement and the Vendor is entitled, however not obliged, to withdraw from the Sale Agreement with immediate effect.

^{10.} MISCELLANEOUS PROVISIONS

10.1 Unless provided otherwise by the Conditions or specifically agreed otherwise in the Sales Agreement, any notice or notification to be given by the Parties pursuant to the Conditions may be (i) delivered in person; (ii) delivered by registered mail or by a recognized courier with the confirmation of delivery; (iii) sent by fax; (iv) sent by e-mail in this case the email must be confirmed by the receiving party in accordance to the business practice; or (v) communicated over the telephone addressed, unless the addressee has previously notified the other Party in writing otherwise, as stated below.

Address of the the Vendor:

LEEL COILS EUROPE s.r.o.; Vrážská 143, 153 00 Praha 5 - Radotín, Czech Republic;

Fax Number: +420 257 811

136; Telephone Number:

+420 257 811 129; Attention

of: Financial Controller If to
the Purchaser:

Business name of the Purchaser; Registered office of the Purchaser; Fax Number as specified on the Order or, if none is specified, other fax number of the Purchaser known to the Vendor; E-mail address as specified on the Order or, if none is specified, other e-mail address of the Purchaser known to the Vendor; Telephone Number as specified on the Order or, if none is specified, other telephone number of the Purchaser known to the Vendor; Attention of the contact person as specified on the Order or, if none is specified, attention to the statutory body or its member in case the Purchaser is a legal entity or to the Purchaser itself in case it is a natural person.

10.2 Any such notice or notification shall be in the Czech or English language and shall take effect, in the case of delivery by person, upon delivery, in case of a letter sent by registered mail or courier, at the time of reception of the confirmation of delivery, in the case of fax, at the time of reception of the fax transmission confirmation report, in the case of e-mail as stated in the cl. 10.1.

10.3 Unless provided otherwise in the Conditions, modification of a Sales Agreement shall be

possible only in the form of written amendments to the Sales Agreement expressly referring to the Sales Agreement and signed by authorized representatives of the Parties.

10.4 If any provision of a Sales Agreement is found by any competent authority to be invalid, ineffective or unenforceable, such provision shall be deemed to be deleted from the Sales Agreement and the remaining provisions of the Sales Agreement shall continue in full force and effect, provided that the nature of the relevant provision or its content, or the circumstances under which this provision has been entered into, does not imply that this provision may not be separated from the remaining provisions of the Sales Agreement. In such an event, the Parties shall execute amendments to the Sales Agreement necessary in order to achieve the same or, if not possible, the closest possible effect to the effect of the respective invalid, ineffective or unenforceable provision.

10.5 Any failure to enforce or omission of any entitlement or right arising from a Sales Agreement shall not constitute and shall not be construed as a waiver of such entitlement or right, unless performed in writing, by an entitled person acting for or on behalf of the relevant Party. A waiver of any entitlement or right arising from a Sales Agreement shall not be construed as a waiver of any other entitlement or right.

10.6 Neither of the Parties may disclose to any third party any information about (i) the terms of any Sales Agreement, including the terms of the Conditions; (ii) negotiations in connection hereto; and (iii) the designs or documents pursuant to cl. 2.1 above and their contents without the other Party's prior written consent, with the exception of (i) their advisors, who are bound by confidentiality obligations to the same extent, (ii) relevant state and other authorities and courts, if required to do so in accordance with generally binding legal regulations, or (iii) if the other Party has already made the information publicly available; or (iv) if the information was already generally known regardless of any acts of either of the Parties and without their fault. All information under the Sale Agreement is considered to be a business secret, according to § 504 NOZ and is protected.

10.7 It is not the objective of any of the obligations arising from a Sales Agreement or of any provisions of a Sales Agreement to grant any rights to a person that is not a party to the Sales Agreement, unless otherwise expressly stipulated in the Conditions or specifically agreed in the Sales Agreement.

These Conditions become effective on the 1st of July, 2018.

Attachments: DOC-008, DOC-011