International Conditions of Sale for Customers not Resident in Germany, as of August 1st 2026

I. Application of the International Conditions of Sale

1. These International Conditions of Sale apply to all customers of **SynFlex Elektro Service GmbH** - hereinafter referred to as SYNFLEX - if the place of business of the customer concluding the contract is **not in Germany**. For customers whose place of business is in Germany, the General Conditions of Sale (Allgemeine Verkaufsbedingungen) of SYNFLEX apply, which will be forwarded on request.

2. These International Conditions of Sale apply to all contracts made on or after **August 1st 2026** whose preponderant object is the **sale of goods**. Additional obligations assumed by SYNFLEX do not affect the application of these International Conditions of Sale.

3. Conflicting or deviating t**erms of business of the customer** do not bind SYNFLEX, even if SYNFLEX does not separately object or unconditionally renders performance or accepts the customer's performance. Similarly, SYNFLEX shall not be bound if the customer's terms of business, irrespective of the contents of these International Conditions of Sale, deviate from statutory provisions.

4. These International Conditions of Sale do not apply if the customer buys the goods for **personal, family or household use** and if SYNFLEX knew or should have known that at the time of the formation of the contract.

II. Formation of the Contract

1. The customer is under an obligation to give **written notice to SYNFLEX prior to the formation of a contract** if

- he concludes the contract for a third, undisclosed person, or
- the goods to be delivered are intended for uses deviating from the uses or intensities of use recommended by SYNFLEX, or
- the goods to be delivered are to be fit not only for normal use or the customer orders on the assumption of a particular purpose or his expectations are based on public statements, advertising messages or other circumstances outside the specific contract, or
- the goods to be delivered will be used in circumstances which are unusual, or which present a particular risk to health, safety or the environment, or which require a more demanding use, or
- there is a risk of atypical damages or unusual amounts of loss, in particular exceeding the limits set up in section VII.-1.-e), of which the customer is or ought to be aware, or
- the goods to be delivered are intended for use in a region/country subject to economic sanctions by the EU or one of its Member States or the US, or in case of resale such use cannot be excluded, or
- the goods to be delivered are intended for use by a natural or legal person, entity or body listed on a sanctions list of the EU or one of its Member States or the US or is 50% or more owned or otherwise controlled by one or more persons listed therein, or in case of resale such use cannot be excluded, or
- the customer is involved in proceedings for violation of foreign trade regulations, or

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- the customer acquires the goods for the sole purpose of end use.

2. **Orders of the customer** are to be placed in writing. If the customer's order deviates from the proposal or the tender submitted by SYNFLEX, the customer will emphasize the differences as such. Illustrations and drawings just like measure and weight indications featuring in SYNFLEX´s proposals or offers are only there as guidelines.

3. All orders, in particular also those received by employees of SYNFLEX, will take effect **exclusively if followed by a written acknowledgement** of the order by SYNFLEX. The actual delivery of the goods ordered, any other conduct of SYNFLEX or silence on the part of SYNFLEX does not allow the customer to assume the formation of the contract. SYNFLEX can dispatch such written acknowledgement of the order up to and including **fourteen (14) calendar days after** the customer's order has been received by SYNFLEX. Until this time, the customer's order is irrevocable.

4. The written **acknowledgement of the order** by SYNFLEX shall be **received in time** if it is received by the customer within seven (7) calendar days after its date of issue. If, however, SYNFLEX requests a signature by the customer of the acknowledgement of the order, the contract only comes into effect if SYNFLEX receives a copy of the **acknowledgement of the order legally signed** by the customer, within fourteen (14) calendar days from the date of the written acknowledgement of the order. The customer will inform SYNFLEX without delay in writing if the written acknowledgement of the order is not received within seven (7) calendar days after its date of issue.

5. The written acknowledgement of the order by SYNFLEX sets out all the **terms of the contract** and brings the **contract into effect** even if - except for the description, the price for the goods and the quantity to be delivered - the written acknowledgement does not coincide with the declarations of the customer in every respect, especially with reference to the exclusive application of these International Conditions of Sale. There are no verbal collateral agreements. The contract will only fail to come into existence if the **customer objects in writing** that the acknowledgement of the order by SYNFLEX is not completely consistent with his declarations, the customer specifies the deviations not accepted by him in writing and if the objection is received by SYNFLEX within a short time, at the latest seven (7) calendar days, after receipt of the written acknowledgement of the order by the customer.

6. **Particular wishes** of the customer, namely particular expectations of the customer regarding the usage or the condition of the goods, guarantees or warranties with reference to the goods or the performance of the contract, as well as performance declarations, instruction manuals or safety-related information requested by the customer, require express written confirmation by SYNFLEX in every case.

7. Confirmations of the contract produced by the customer are of **no effect** without any objection by SYNFLEX being necessary. In particular, neither the actual delivery of the goods, any other conduct of SYNFLEX or silence on the part of SYNFLEX shall give rise to any belief by the customer in the relevance of his confirmation.

8. **Amendments** to the concluded contract always require written confirmation by SYNFLEX.

9. SYNFLEX´s **employees**, consultants, commercial agents, or other sales intermediaries are not authorized to dispense with the requirement of a written acknowledgement of the order by SYNFLEX, to make commitments which differ from its content, or to give guarantees. Whether and to what extent such persons are authorized to make or receive declarations with effect for or against SYNFLEX, is to be determined according to German law.

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III. Obligations of SYNFLEX

1. Subject to a failure of delivery on part of his suppliers irrespective of a congruent covering transaction, or subject to an exemption according to section VII.-1. c) SYNFLEX must **deliver the goods** specified in the written acknowledgement of the order and transfer the property to them. SYNFLEX is **not obliged to perform obligations** not stated in the written acknowledgment of the order by SYNFLEX or in these International Conditions of Sale, in particular SYNFLEX is under no obligation if not explicitly agreed upon in writing to render planning-services, to ensure compatibility of the goods with services or products of other contractors, to furnish documents or certificates regarding the goods, to carry out assemblies, to deliver accessories, or to advise the customer.
2. SYNFLEX's obligations under the contract made with the customer are owed only to him. **Third parties not involved** in the formation of the contract, in particular the customer's clients, are not entitled to assert any claim arising from the customer's contract with SYNFLEX. The customer's entitlement to take delivery continues to exist even if he **assigns rights to third parties**.

3. Taking account of the **tolerances customary** in trade, SYNFLEX undertakes to deliver to the customer goods of the agreed description and quantity in a quality that complies with SYNFLEX's quality control system specifications and ensures that at the time of delivery the goods are free from rights or claims of private third parties which could prevent its use within the European Union. If the goods cannot be delivered in the condition offered at the time of the formation of the contract because technical improvements to goods of series production were made, SYNFLEX is entitled to deliver the goods with the technical improvements. SYNFLEX makes no other warranties and expressly disclaims any express or implied warranties, including, but not limited to, any implied warranty of fitness of the goods for a particular purpose or their suitability under Article 35(2) UN Sales Convention or their conformity with any regulations relating the making available of the goods on a market outside Germany. SYNFLEX

4. If further **specification** is required in relation to the goods to be delivered, SYNFLEX will carry this out having regard to his own interests and to the identifiable and legitimate interests of the customer. A request to the customer to specify the goods, or to participate in the specification, is not required. SYNFLEX does not undertake to inform the customer of the specification he has made or to give the customer the option of a differing specification.

5. SYNFLEX undertakes to place the goods in the packaging customary at SYNFLEX and with the markings and labels customary in Germany **at disposal for collection by the customer FCA (Incoterms 2020)** at the place of delivery indicated in the written acknowledgement of the order or - if a place of delivery is not indicated - at the premises in 32825 Blomberg/Germany at the agreed time of delivery. Previous separation or marking of the goods or notification to the customer of the goods being placed at disposal is not required. Under no circumstances is SYNFLEX obliged to inform the customer of the delivery or a failure to take delivery of the goods in time, to examine the goods with respect to their conformity with the contract on the occasion of delivery, to check the operational safety of the means of transport or safe loading for transportation or to furnish proof that the delivery has been made. The agreement of other clauses of the Incoterms or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; besides that, the provisions laid down in these International Conditions of Sale remain applicable.

6. The **transport** and the insurance of the goods beyond the place of delivery are none of SYNFLEX's obligations. However, if the customer does not give a counter instruction in writing in time, SYNFLEX is entitled to contract in the customer's name and at the customer's expense on terms usual in Germany for carriage of the goods at the customer's risk and for reasonable insurance of the transport to the destination

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indicated by the customer and - if such a destination is not indicated - to the place of business of the customer. SYNFLEX informs the customer of the conclusion of the contracts.

7. Delivery time-periods begin after the date of the written acknowledgement of the order by SYNFLEX. Moreover, delivery times are only approximate and depending upon the customer opening letters of credit and making payments as agreed. In addition, compliance with agreed **delivery times** shall be conditional upon the customer providing containers for the transport of the goods in good time, providing documents, releases, permits, approvals, licences or any other authorizations or consents to be obtained by him in good time and performing all other obligations incumbent upon him properly and in good time, documents issued by official authorities being able to be obtained in good time and official pre-shipments inspections not causing any delay. SYNFLEX is entitled to select the date of delivery within the agreed period for delivery. Notifying the customer of the delivery date SYNFLEX is entitled to deliver earlier than at any agreed delivery time or to make part deliveries and to invoice them separately.

8. Without prejudice to his continuing legal rights, SYNFLEX is entitled to fulfil his obligations **after the time agreed upon**, if the customer is informed that SYNFLEX will exceed the deadline and provided an appropriate and reasonable time period for late performance is communicated to the customer. Subject to aforesaid conditions, SYNFLEX is entitled to make repeated attempts at late performance. The customer can object to late performance within reasonable time if the late performance is unreasonable. An objection is only effective if it is received by SYNFLEX before commencing late performance. SYNFLEX will reimburse necessary additional expenditure, proven and incurred by the customer as a result of exceeding the time agreed upon to the extent that SYNFLEX is liable for this under the provisions laid down in section VII.-1.

9. **Risks as to price and performance** even in relation to goods which are not clearly identifiable to the contract and without it being necessary for SYNFLEX to give notice to the customer about the goods being placed at disposal, pass to the customer with delivery pursuant to section III.-5., albeit irrespective thereof with readiness for delivery by SYNFLEX according to the originally agreed delivery times, if these are postponed on the customer's request, or as soon as the title to the goods has passed to the customer. The agreement of other clauses of the Incoterms or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; besides that, the provisions laid down in these International Conditions of Sale remain applicable.

10. Notwithstanding the provisions of an Incoterm clause to the contrary, SYNFLEX is neither obliged to clear the goods for export nor to arrange customs advance declarations. However, SYNFLEX will apply for necessary export licenses and operate **customs formalities necessary for the export** if the customer has requested SYNFLEX to do so and has furnished SYNFLEX with the data essential for the export in a written notification exclusively for this purpose. If the goods are not cleared for export through no intentional or grossly negligent fault of SYNFLEX, SYNFLEX shall not be responsible for this and shall be entitled to take appropriate remedies, including avoidance of the contract in whole or in part without compensation. The agreement of other clauses of the Incoterms or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; besides that, the provisions laid down in these International Conditions of Sale remain applicable.

11. Unless expressly agreed otherwise in written form, SYNFLEX is **not obliged** to procure any proof of delivery, certificates of origin, **documents**, certificates, licences, or other authorizations necessary for the export, transit or import, or to achieve **security clearance** of the goods required for the carriage or otherwise or to render assistance to the customer in obtaining them. The agreement of other clauses of the Incoterms or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; besides that, the provisions laid down in these International Conditions of Sale remain applicable.

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12. SYNFLEX is in no case liable to perform duties associated with the making the goods available on the market **outside Germany,** to bear levies, duties and charges accruing outside Germany, to comply with weight and measuring systems, or registration or certification obligations applicable outside Germany or to comply with any other legal provisions applicable to the goods outside Germany. The customer will arrange for translations in any language other than German of instructions, safety information, performance declarations or other written materials about the goods at his risk and expense.

13. Without prejudice to his continuing legal rights and without a previous notice to the customer being necessary, SYNFLEX is entitled to **suspend the performance of his obligations** for as long as, in the opinion of SYNFLEX, there are grounds for concern that the customer will wholly or partly fail to fulfil his obligations in accordance with the contract. In particular, the right to suspend arises if the customer insufficiently performs his obligations to enable payment to SYNFLEX or a third party or pays late or if the limit set by a credit insurer has been exceeded or will be exceeded with the forthcoming delivery. Instead of suspending performance SYNFLEX may at his own discretion make future deliveries, even if confirmed, conditional on payment in advance or on opening of a letter of credit confirmed by a major German commercial bank. SYNFLEX is not required to continue with performance of his obligations if an assurance given by the customer to avoid the suspension does not provide adequate security or could be challenged pursuant to an applicable law.

14. Without prejudice to his continuing legal rights, SYNFLEX is entitled to **suspend the performance of his obligations** for as long as, in the opinion of SYNFLEX, there are grounds for concern that SYNFLEX may be exposed to government sanctions as a result of the contract with the customer, or that there is a risk of breaching anti-sanctions or blocking rules.

15. SYNFLEX is only obliged to inform the customer of **possible disruptions in performance,** once the commencement of the disruption is unavoidably definite for SYNFLEX.

IV. Obligations of the Customer

1. If the customer shall open a **Letter of Credit** in favour of SYNFLEX, the Letter of Credit shall be irrevocable and transferable, shall be issued or confirmed by and available with one of the big banks in Germany and shall be available by sight payment upon presentation of the documents agreed in writing between the customer and SYNFLEX. This is a fundamental obligation. The Letter of Credit shall be issued/confirmed subject to the current ICC Uniform Customs and Practice for Documentary Credits (UCP 600).

2. Irrespective of continuing obligations of the customer to guarantee or to enable payment, the customer undertakes to pay the **agreed price for the goods** in the currency specified in the written acknowledgement of the order **remitting the same** without deduction and free of expenses and costs to one of the financial institutions designated by SYNFLEX**.** This is a fundamental obligation. To the extent that a price for the goods has not been agreed, the price which is at the time of delivery SYNFLEX's usual selling price for the goods will apply. Insofar as the delivery shall not take place within four (4) months after the conclusion of the contract, SYNFLEX can increase the agreed price by a reasonable amount having regard to the increases in the cost of materials, personnel, or energy in the meantime. SYNFLEX's employees, consultants, commercial agents or other sales intermediaries are not authorized to accept payments.

3. The payment to be made by the customer is in any event **due for payment** at the time specified in the written acknowledgement of the order or - if a time for payment is not indicated - on receipt of the invoice. The due time for payment arises without any further pre-condition and does not depend on whether the customer has already taken delivery of the goods or the documents or has had an opportunity to examine the goods or

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whether the goods have been cleared for export. Discounts must be set out in every case in the written acknowledgement of the order by SYNFLEX and are subject to full and timely payment of all SYNFLEX's accounts receivable pertaining to the customer. P**eriods granted for payment** will cease to apply and outstanding accounts will be due for immediate payment, if insolvency proceedings relating to the assets of the customer are applied for, if the customer without providing a justifiable reason does not meet fundamental obligations due towards SYNFLEX or towards third parties or if the customer has provided inaccurate information regarding his creditworthiness.

4. Regardless of the currency and of the jurisdiction of any arbitral tribunal or court, SYNFLEX is entitled at his own discretion to **set off** incoming payments against claims existing against the customer by virtue of his own or assigned rights at the time of payment.

5. The customer undertakes to provide SYNFLEX with the data for applying for **customs formalities** according to section III.-10. in reasonable time ahead and in writing, to make agreed call-offs and **to take delivery** of the goods at the place of delivery resulting from section III.-5. and at the delivery time without taking any additional period of time. These obligations are of a fundamental character. The customer is only entitled to refuse to make agreed call-offs or to take delivery of the goods if he avoids the contract in accordance with the provisions in section VI.-1. The loading of the goods at the place of delivery as well as their transport and insurance beyond it are incumbent upon the customer. The customer shall ensure that the carrier is obliged to load and stow or to check the loading or stowage of the goods carried out by SYNFLEX or third parties.

6. The customer warrants to have the goods transported abroad, not to transfer the right of disposal to third parties as long as the goods are located in Germany, and to fulfil all legal requirements and present all documentations which German **customs and VAT law** provides for the processing of the contractually agreed services. To the extent that SYNFLEX has to pay German or foreign customs duties, or German or foreign value added tax, the customer will indemnify SYNFLEX in all and every respect without prejudice to any continuing claim by SYNFLEX. The indemnity is granted by the customer waiving any further requirements or other defences, in particular waiving the defence of limitation or prescription and includes the reimbursement of the expenses incurred by SYNFLEX.

7. Irrespective of any statutory provisions, the customer shall at his own cost take care of or in any other way ensure renewed utilization, material recycling or otherwise prescribed **waste-disposal** of the goods delivered by SYNFLEX to the customer and of the packaging material.

8. The customer will not agree to or undertake any actions in relation to the goods purchased from SYNFLEX which are **prohibited** under applicable laws. In particular, the customer undertakes to act in accordance with all applicable (re-)export control and sanctions regulations – including regulations of third countries – insofar as this does not conflict with German or EU law. In any event, the customer will comply with the applicable sanctions and (re-)export control regulations of the Federal Republic of Germany and the EU. To the extent that the customer is unsure whether such prohibitions exist, the customer shall seek consultation with SYNFLEX in writing.

9. Statutory rights of the customer to **set-off** against claims of SYNFLEX, to **withhold payment** or making call-offs or taking delivery of the goods, to **suspend** the performance of his obligations or to **raise defences or counterclaims** are excluded, except where the corresponding claim of the customer against SYNFLEX is in the same currency, is founded in the customer's own right and is either due and undisputed or has been finally adjudicated or where despite written warning by the customer SYNFLEX has committed a fundamental breach of his obligations due and arising out of the same contract, and has not offered any adequate assurance.

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10. Within the bounds of what is legally possible as well as within what is usual in the trade, the customer is in his commercial relationships with his clients obliged to **limit his liability** both in principle and in amount.

11. The customer will **monitor the goods** purchased from SYNFLEX **in the market** and will inform SYNFLEX without delay in writing of any concern that the goods might pose a risk for third parties or the environment. Moreover, the customer will, without any demand being necessary, inform SYNFLEX in writing if SYNFLEX has to observe any particular duties of reporting or registration or providing information or prior notification or other **requirements for access to market** or has to comply with **obligations to retain documents**, under the provisions which apply in the country of the customer or due to the use of the goods initiated by the customer.

12. The customer shall fulfil all the **duties imposed** by the contract and these International Conditions of Sale and insofar as not regulated therein by the rules of the ICC for the use of the agreed clause of the Incoterms® 2020 and by statutory provisions.

V. Non-conforming Goods or Goods with Defective Title, Remedies

1. Without prejudice to any reduction of liability of the seller provided by law, goods do **not conform with the contract** if the customer proves that, taking into account the terms in section III., at the time the risk passes the packaging, labelling, marking, quantity, quality or the description of the goods is significantly different to the specifications laid down in the written acknowledgement of the order, or in the absence of agreed specifications, the goods are not fit for the purpose which is usual in Germany. Changes in design, construction or material which reflect technical im-provements do not constitute a lack of conformity with the contract. Regardless of the stipulation established in sentence 1, the goods shall be deemed to conform with the contract to the extent that the regulations applicable at the place of business of the customer do not prevent the usual use of the goods.
2. Any assurance or guarantee required by the customer must always be agreed to as such in the written acknowledgement of the order, also in subsequent dealings. To the extent that the written acknowledgement of the order by SYNFLEX does not contain an explicit statement to the contrary, SYNFLEX is in particular **not liable** for the goods being fit for a purpose, application or environment which are not usual in Germany or for complying with further reaching expectations of the customer or for possessing the qualities of a sample or a model or for their compliance with the legal regulations existing outside Germany, for instance in the customer's country. In particular, slogan-like definitions, references to generally accepted norms, the use of brands, trademarks, adverts or prospectus do not constitute a guarantee. SYNFLEX shall also not be liable for any non-conformity with the contract that occurs after the transfer of risk. Insofar as there is no imminent danger and the customer makes attempts not coordinated with SYNFLEX to remove non-conformities SYNFLEX will be released from his liability.

3. The customer is obliged vis-à-vis SYNFLEX to **examine or to have examined** every single delivery comprehensively for any discoverable or typical lack of conformity of the goods with the contract and moreover as required by law.

4. Without prejudice to any reduction of liability of the seller provided by law, goods have a **defect in title** if the customer proves that the goods are not free from enforceable rights or claims of private third parties at the time risk passes. Without prejudice to further legal requirements, third parties' rights or claims founded on industrial or other intellectual property constitute a defect in title only to the extent that the rights are registered, made public and in legal force in the European Union and prevent the usual use of the goods in the European Union. Regardless of the stipulation established in sentence 1, title to the goods shall be

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deemed not to be defective to the extent that the regulations applicable at the place of business of the customer do not prevent the usual use of the goods.

5. Without prejudice to the statutory obligations of the customer to give notice within reasonable time, the customer is obliged **to give notice** to SYNFLEX of any lack of conformity of the goods or any defect in title at the latest within one (1) year after taking delivery in accordance with section IV.-4. Such notice must be made directly to SYNFLEX, formulated in writing in such a precise manner as to enable SYNFLEX to effect remedy measures and to secure claims against SYNFLEX's suppliers, specify the root cause of the nonconformity, and moreover as required by law. SYNFLEX's employees, consultants, commercial agents or other sales intermediaries are not authorised to accept notices outside SYNFLEX's premises or to make any statements concerning a lack of conformity with the contract or a defect in title or their consequences. Statements by SYNFLEX as to the lack of conformity with the contract or as to the defect in title as well as investigations or analyses in this respect are for the purpose of explaining the factual position and investigating the facts only, but do not represent any waiver by SYNFLEX of the requirement of proper notice.

6. After correct notice in accordance with section V.-5., the customer may demand in accordance with the terms of the UN Sales Convention **delivery of substitute goods or repair** of SYNFLEX **or reduce the price for the goods**. The delivery of substitute goods or repair does not lead to a recommencement of the limitation period. The reduction of the price for the goods is limited to the damages suffered by the customer. The customer shall have no remedies not provided for in these International Conditions of Sale or claims of a non-contractual nature. SYNFLEX is always entitled in accordance with the provision in section III.-8. to repair goods which do not conform with the contract or to supply substitute goods or to avert the customer's remedies by giving him a credit note of an appropriate amount.

7. The customer is **not entitled to remedies** for delivery of non-conforming goods or goods with a defect in title, insofar as the customer is liable vis-à-vis third parties for conditions of the goods or their fitness for a use which are not subject of the contract with SYNFLEX, or if the customer's claim is based on foreign law.

8. In the event of **notice not having been properly given**, the customer may only rely on remedies if SYNFLEX has intentionally concealed the lack of conformity of the goods or the defect in title.

9. In case of **unjustified assertion of remedies** for delivery of non-conforming goods or goods with a defect in title, although the customer is or ought to have been aware that a non-conformity or a defect in title does not exist or that the cause for such non-conformity or defect in title claimed is not to be attributed to SYNFLEX, the customer is obliged to reimburse SYNFLEX for expenses incurred due to the unjustified assertion of claims.

VI. Avoidance of the Contract

1. The **customer** is entitled to declare the contract avoided, if the applicable legal requirements are complied with and after he has threatened SYNFLEX in reasonable time after the facts justifying the avoidance of the contract had occurred with avoidance of the contract in writing and an additional period of time of reasonable length for performance fixed in writing has expired to no avail. In any event, the customer must give notice of avoidance of the contract within reasonable time after the additional period of time has expired in writing and to SYNFLEX directly. If the customer claims delivery of substitute goods, repair or other performance, he is bound for a reasonable period of time to the chosen remedy, without being able to exercise the right of declaring the contract avoided.

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2. Without prejudice to his continuing legal rights, **SYNFLEX** is entitled to avoid the contract in whole or in part if the customer objects to the application of these International Conditions of Sale, if the implementation or performance of the contract is or becomes prohibited by law in whole or in part, if on grounds for which SYNFLEX is not responsible the written acknowledgement of the order by SYNFLEX is received by the customer more than seven (7) calendar days after its date of issue, if the goods are not cleared for export, if insolvency proceedings relating to the assets of the customer are applied for, or if for other reasons SYNFLEX cannot be expected to fulfil his obligations by means which - taking into consideration his own interests and that of the customer as far as ascertainable and legitimate at the time of formation of the contract - are unreasonable, in particular in relation to the agreed counter-performance and efforts to reach an amicable solution have failed.

3. Without prejudice to his continuing legal rights, SYNFLEX is entitled to avoid the contract in whole or in part after **prior warning** if the customer does not place call-offs as agreed, if he does not furnish SYNFLEX with the data necessary to apply for customs formalities in due time, if without providing a justifiable reason he does not meet fundamental obligations due towards SYNFLEX or towards third parties, if he has provided inaccurate information regarding his creditworthiness or to the extent that the cover given by a credit insurer is reduced on grounds for which SYNFLEX is not responsible.

4. Without prejudice to his continuing legal rights, upon effective avoidance SYNFLEX is hereby authorized by the customer to claim the **handing over of the goods** to SYNFLEX from the person in whose possession they are. This provision entitles SYNFLEX in particular to claim that the goods be handed over to him from a carrier, terminal, warehouse or alike.

VII. Damages

1. Without waiving the legal requirements, **SYNFLEX** is only obliged to **pay damages** for breach of obligations resulting from contracts concluded with the customer, from contractual negotiations carried on with the customer or from the business relation with the customer in accordance with the following provisions. These provisions apply equally for all of SYNFLEX's obligations to **reimburse expenses** or to pay **penalties** or **liquidated damages**.

a) The customer is obliged in the first instance to claim damages from other parties and can only claim damages from SYNFLEX to the extent that **compensation** cannot be obtained **from another party**.

b) Thereafter, the customer is required in the first instance to **rely on other remedies** and can only claim damages from SYNFLEX in the event of a continuing deficiency. The customer cannot claim damages as an alternative to other remedies.

c) **SYNFLEX is not liable** for the conduct of suppliers, subcontractors, carriers, or freight-forwarders, for damages to which the customer has contributed or for the consequences of customer interfering with the security and/or safety measures of the goods. SYNFLEX is not liable if the contract cannot be performed as agreed at the time of its formation due to statutory or sovereign measures or due to attacks on his IT-systems occurring despite protective measures. Neither is SYNFLEX liable for impediments which occur, as a consequence of natural or political events, pandemics, industrial disputes, sabotage, accidents, terrorism, biological, physical or chemical processes or comparable circumstances and which cannot be controlled by SYNFLEX with reasonable means. Moreover, **SYNFLEX is only liable** for injury culpably caused to life, body or health of persons or to the extent that the customer proves that the executive bodies or members of staff of SYNFLEX have deliberately or grossly negligent breached obligations owed to the customer.

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d) In the event of liability, SYNFLEX will compensate within the limits of lit. e) the **loss** of the customer to the extent that the customer proves that he has suffered a loss that could not be avoided in any other way, that this loss was caused by a breach of an obligation owed to the customer by SYNFLEX and that the occurrence and the amount of the loss were **foreseeable** for SYNFLEX as a result of the breach of his obligation when the contract was concluded. Moreover, the customer is required to **mitigate his loss** as soon as a breach of contract is or ought to be known.

e) SYNFLEX is **not liable** for loss of profit or damage to reputation. Moreover, the **amount of damages** for late or non-delivery is limited to 0.5 per cent for each full week of delay, up to a maximum of 5 per cent, and in case of remedies because of delivery of non-conforming goods or goods with defects in title is limited to an amount of 200 per cent of the value of the non-conforming or legally defective part of the delivery. Without prejudice to further limitations of liability stipulated by law or in the contract, SYNFLEX's overall liability arising from or related to the contract shall irrespective of the legal basis in the aggregate be limited to 200 per cent of the price agreed for the goods. However, this subparagraph does not apply to injury of life, body or health of persons or to fraudulent concealment of a non-conformity or defect in title of the goods.

f) For breach of contractual, pre-contractual or obligations resulting from the business relation owed to the customer, SYNFLEX is obliged to pay damages exclusively in accordance with the provisions of these International Conditions of Sale. Any recourse to **concurrent bases of claim**, in particular of a non-contractual nature, is excluded. Equally excluded is any recourse against SYNFLEX's company organs, employees, servants, members of staff, representatives and/or those employed by SYNFLEX in the performance of his obligations on grounds of breach of obligations owed by SYNFLEX.

g) Insofar as not already time-barred, claims for damages by the customer – subject to damage caused intentionally – are excluded after the expiry of **six (6) months** from the rejection of the claim for damages by SYNFLEX.

2. Without prejudice to continuing statutory or contractual claims, the **customer** is obliged to pay **damages** to SYNFLEX as follows:

a) In case of **delay in payment,** the customer will pay a lump sum of EUR 50.00 as well as (without evidence being necessary) interest at the rate applicable in 32825 Blomberg/Germany for unsecured short-term loans in the agreed currency, at least however interest at 9 per-cent points over the base rate of the German Federal Bank (Deutsche Bundesbank).

b) In case of the customer **making call-offs or taking delivery** of the goods by more than two (2) weeks late, SYNFLEX is entitled to claim damages without evidence being necessary of 5 per cent of the value of the goods to be delivered. In case of the customer making call-offs or taking delivery of the goods by more than six (6) weeks late, or an entire failure to take delivery, or in the event of non-delivery due to a breach of contract by the customer, SYNFLEX is entitled to claim **damages without evidence being necessary** of 20 per cent of the value of the goods to be delivered. The customer may prove that a damage has not occurred or is substantially less.

c) Without prejudice to the provisions in clauses lit. a) and b), in any case of breach of an obligation owed by the customer, the customer shall be obliged to pay damages in accordance with the statutory provisions plus the costs of arbitral, judicial and extra-judicial means and proceedings, usual and incurred within Germany and abroad.

d) If the customer **avoids the contract** without justification and SYNFLEX agrees to the avoidance, SYNFLEX is entitled to claim damages without evidence being necessary in the amount of 20 per cent of the

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value of the goods to be delivered. The customer may prove that a damage has not occurred or is substantially less.

e) Irrespective of continuing statutory or contractual claims, the customer gives SYNFLEX an unlimited indemnity against all **claims made by contracting partners** of the customer against SYNFLEX invoking the contract between the customer and SYNFLEX.

VIII. Other Provisions

1. **Title of the goods** that have been delivered **remains with SYNFLEX** until settlement of all claims existing against the customer. The customer shall take all measures necessary and expedient under applicable law to secure the retention of title as far as possible. The allocation of risk as to price and performance in section III.-9. is not affected by the reservation of title.

2. In relation to pictures, drawings, calculations and other documents and computer-software, which have been made available by SYNFLEX in a material or electronic form, the latter reserves **all proprietary rights, copyrights, other industrial property rights** as well as know-how rights. The customer hereby agrees to use all reasonable efforts to take such action as may be appropriate to keep them and all information, which is supplied by or on behalf of SYNFLEX and is not generally known, secret and confidential, not to disclose them to third parties or persons except for key employees requiring the information for the performance of their duties under the contract and not to profit from them other than for the purpose of the contract concluded with SYNFLEX. The obligations undertaken in this clause are to be complied with whilst the contract is in force and after its ending. The commercial and trade secrets as well as the know-how of SYNFLEX contain commercially sensitive information.

3. The **place of delivery** results from section III.-5. of these International Conditions of Sale and applies likewise to the delivery of substitute goods or the repair of delivered goods. The **place of payment and performance** for all remaining obligations arising from the legal relationship between SYNFLEX and the customer is 32825 Blomberg/Germany. These provisions also apply if SYNFLEX assumes the costs of money remittance, renders performance for the customer somewhere else or payment is to be made in exchange of documents or goods or in the case of restitution of performances already rendered. SYNFLEX is also entitled to require payment at the place of business of the customer. The agreement of other clauses of the Incoterms or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; besides that, the provisions laid down in these International Conditions of Sale remain applicable.

4. The customer shall ensure compliance with Regulation (EU) 2016/679 (General Data Protection Regulation) and other legal requirements applicable to the processing of **personal data**, i.e. in particular the lawfulness and transparency of the processing and the transfer to third countries. In case of transfer of personal data from one party to the other, the responsibility of the receiving party starts from the moment of transfer of the personal data.

5. **Data attachments to e-mails** in pdf or TXT format shall be deemed to have been received upon receipt of the e-mail. The transmission of **electronic documents (EDI)** requires special agreements.

6. All communications, declarations, notices etc. are to be drawn up exclusively in **German or English**. Communications by means of fax or e-mail fulfil the requirement of being **in writing**.

7. **Definitions**:
   - Day: ‘Day’ shall mean a period of up to 24 hours, which always ends at 12 midnight.
   - Week: ‘Week’ shall mean any period of 7 consecutive days.

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- Year: 'Year' shall mean any period of 12 consecutive months.
- Extended Meanings: Words importing the singular number include the plural and vice versa and words importing gender include all genders.

IX. General Basis of Contracts

1. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (**UN Sales Convention / CISG**) in the English version governs the legal relationship with the customer. The UN Sales Convention applies above and beyond its own area of application and regardless of reservations adopted by any state, to all contracts to which these International Conditions of Sale are to be applied according to the provisions of section I. above. Where commercial terms are used, in case of doubt the **Incoterms® 2020** of the International Chamber of Commerce apply taking into account the provisions stipulated in these International Conditions of Sale.

2. The **formation of contract**, including but not limited to agreements as to the jurisdiction of courts or arbitral tribunals, its amendments or alterations, and the contractual **rights and obligations of the parties,** also including but not limited to the liability for death or personal injury caused by the goods to any person and for non-compliance with pre-contractual and collateral obligations, as well as the interpretation are exclusively governed by the UN Sales Convention specified in section IX.-1. together with these International Conditions of Sale. Subject to differing provisions in these International Conditions of Sale, the rest of the legal relationship between the parties is governed by the Swiss Code of Obligations (Obligationenrecht).

3. All contractual and extra-contractual disputes as well as disputes under insolvency law, arising out of or in connection with contracts to which these International Conditions of Sale apply, including but not limited to their validity, invalidity, or cancellation as well as other disputes arising out of the business relationship with the customer shall be submitted to the Swiss Arbitration Centre and shall be finally resolved, without recourse to the ordinary courts of law, by arbitration according to the Swiss Rules of International **Arbitration** (Swiss Rules) in force on the date when the Notice of Arbitration is received in accordance with these Rules. The Tribunal shall consist of three (3) arbitrators, one (1) of them shall be nominated by the claimant, one (1) of them by the respondent and the chairman of the Tribunal shall be designated by the two arbitrators so nominated, or if the amount in dispute is inferior to € 250.000 (EURO two hundred and fifty thousand), there shall be one (1) arbitrator appointed according to the Swiss Rules of International Arbitration. The place of the arbitration shall be Zurich/Switzerland, the languages used in the arbitral proceedings shall be German or English or both. The competence of the Arbitral Tribunal excludes especially every statutory competence of state courts, which is provided by reason of a personal or substantive relation. If this arbitration clause is ineffective or ceases to be effective, the non-exclusive local and international jurisdiction of the courts which have jurisdiction for 32825 Blomberg/Germany is agreed for any dispute instead. If the place of business of the customer is within the European Economic Area (EWR) or Switzerland, irrespective of any ineffectiveness of the arbitration clause and instead of bringing an action before the Arbitral Tribunal, SYNFLEX is also entitled to bring an action before the State Court which has jurisdiction for 32825 Blomberg/Germany or the State Court of the customer's place of business, or any national court with jurisdiction according to domestic or foreign law.

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