

## 1. General Points and Scope of Application

- 1.1. These General Terms and Conditions (GTC) apply exclusively to all purchase and delivery contracts for all products and equipment sold by ROTORCOMP Verdichter GmbH (hereinafter referred to as "ROTORCOMP"), including accessories and spare parts, as well as for services such as installations, maintenance, repairs and training. Stipulations differing from these GTC, in particular any Customer's terms and conditions which contradict these GTC, shall only be deemed to be agreed if they are specifically confirmed in writing by ROTORCOMP as being applicable in place of these terms and conditions. These GTC shall also apply if ROTORCOMP supplies to the Customer without reservation, despite being aware of contradictory or differing Customer terms and conditions.
- 1.2. These GTC shall apply in a personal respect exclusively to business transactions with companies as well as to any legal person under public law and special assets under public law.
- 1.3. In the event of an ongoing business relationship, the valid version of these GTC shall also apply to all future business transactions without specific notification of this or reference to it. This shall apply particularly in the event of call orders or follow-up orders made by telephone or verbally.
- 1.4. Business correspondence, such as order confirmations, invoices, credit notes, account statements and payment reminders, printed by ROTORCOMP by means of data processing methods or sent by email are valid and legally binding even without a signature.

## 2. Offers and Conclusion of a Contract

- 2.1. Offers of ROTORCOMP are non-binding and are non-binding subject to appropriate supplies to UNICOMP, provided nothing to the contrary has been expressly agreed in writing. Orders shall only become binding on the basis of written order confirmations unless the performance ordered has already been provided by ROTORCOMP or has already been invoiced. With respect to electronic business correspondence, the parties hereby waive application of the stipulations in Section 312i, Paragraph 1, Sentence 1, Nos. 1 to 3 BGB (German Civil Code). Confirmation of the receipt of electronic orders (e-mail) does not constitute binding acceptance of the order. However, the confirmation of receipt may be sent together with the declaration of acceptance. In the event of orders by electronic means, the text of the contract will be stored by ROTORCOMP and will - upon request - be sent to the Customer by e-mail together with these GTC.
- 2.2. ROTORCOMP's product description shall be deemed agreed as the quality of the goods or services. ROTORCOMP shall only be liable for public statements, in particular in advertising, if ROTORCOMP has initiated them and if the Customer's purchase decision has actually been influenced by them. The information, drawings, illustrations, performance descriptions, measurements and weights or other performance data contained in catalogues, price lists, brochures, circulars, other advertisements, other publications or in the documents belonging to the offer are, within the scope of what is customary in the industry, approximately correct and, to their own limited extent, authoritative. They only contain guarantees if they have been expressly designated as such in writing. Any reference to standards (e.g. DIN and ISO) merely serves to provide a more detailed description of the goods and does not constitute a guarantee, unless this has been expressly agreed.
- 2.3. ROTORCOMP reserves the right to make design changes to equipment without prior notice, provided such changes are customary in the trade and reasonable for the contractual partner. The Customer cannot demand for devices which have already been delivered to be retrofitted in the case of design changes within an ongoing series.
- 2.4. ROTORCOMP shall retain ownership and copyrights, in particular reproduction and distribution rights, to illustrations, drawings, calculations and other documents which come into the possession of the Customer in connection with an offer by ROTORCOMP. These documents may not be made accessible to third parties except in cases of intended resale and must be returned to ROTORCOMP upon request if the contract is not concluded or fails.
- 2.5. The Customer is responsible for the correctness of the documentation he provides, such as e.g. samples and drawings. Should the manufacture of the goods according to the drawings, samples, or other information of the Customer lead to a violation of protected rights of third parties, the Customer shall release ROTORCOMP from any and all claims made by the rights holder.
- 2.6. If ROTORCOMP requires an export licence for the performance of its obligations, the contract shall be concluded subject to the condition precedent that an export licence is granted. ROTORCOMP shall be obliged to apply to the competent authority for approval. If the application is rejected, ROTORCOMP shall have no further obligations. The conclusion of the contract shall be subject to the condition precedent that the performance of the contract by ROTORCOMP or its affiliated companies is not hindered by any applicable domestic, foreign or international provisions of foreign trade law, embargoes or sanctions.

## 3. Prices and Conditions of Payment

- 3.1. The prices quoted by ROTORCOMP in offers and stated in price lists are net prices (unpacked ex ROTORCOMP's registered office); they include neither VAT nor any other taxes, tariffs, fees or government charges related to the acquisition of the product in question by the Customer. Packaging, postal fees, shipping costs and transport insurance shall be invoiced separately. Confirmed prices are valid only upon purchase of the confirmed amount. Deliveries and work not included in the offer (e.g. in the event of a retroactive modification of the contract), shall be invoiced separately.
- 3.2. Unless something to the contrary has been specifically agreed, if the valid list price at the time of delivery is higher than that agreed with the Customer, the higher list price shall apply if the items are supplied more than four months after the contract has been concluded for reasons for which the Customer is answerable, unless the invoice has already been issued and has been paid by the Customer.
- 3.3. The purchase price shall be payable net without deductions within seven days of the invoice date, unless otherwise agreed. Any payment target other than these shall be shown on the invoice. All Customer payments shall be made exclusively to ROTORCOMP. ROTORCOMP reserves the right to request pre-payment.
- 3.4. The acceptance of checks or bills of exchange requires the consent of ROTORCOMP and is on account of payment only. Discount charges and other incidental charges shall be borne by the Customer.
- 3.5. If the Customer defaults on payments due, ROTORCOMP shall be entitled to default interest in accordance with the statutory provisions. ROTORCOMP reserves the right to assert further claims for damages. In addition, ROTORCOMP is entitled to withhold delivery from other orders placed by the Customer. Insofar as payment of the amounts in arrears is then effected, ROTORCOMP is entitled to make a new delivery taking account of other delivery commitments at their reasonable discretion (Section 315 German Civil Code).
- 3.6. If the Customer does not meet his obligation to pay (e.g. if he does not cash in a cheque or bill of exchange) or if insolvency proceedings have been applied for or have been instituted against the Customer, ROTORCOMP is entitled to accelerate maturity of the whole claim for payment immediately, disregarding the period of accepted bills of exchange. Furthermore, ROTORCOMP shall then be entitled to retain due deliveries until receipt of prepayment or securities. If ROTORCOMP does not receive prepayment or securities after granting the Customer an appropriate deadline, ROTORCOMP may withdraw from the contract with regard to goods and services not yet provided. In such case, all claims of the Customer concerning these goods and services shall become extinct. In such cases, instead of declaring the withdrawal from the contract, UNICOMP may also claim damages or assert their rights to the retention of title under the following Section 8.
- 3.7. The Customer may only offset his own claims if these have been established by declaratory judgement, or are uncontested or are accepted by ROTORCOMP. Any right of retention or any other right of the Customer to refuse performance can only be asserted against ROTORCOMP if and insofar as they concern the same contractual relationship. Even in the case of an ongoing business relationship each single order shall be considered a separate contract. Notices of complaints, of whatsoever nature they may be, do not entitle the Customer to withhold payment, unless the defects reported are established by declaratory judgement, or are uncontested or are accepted by ROTORCOMP.

## 4. Delivery and Acceptance

- 4.1. The dates and terms of delivery or performance stated by ROTORCOMP are only roughly binding unless a calendar date has been specified in writing. The stated period for delivery begins when written confirmation of the order is sent, however, not before the Customer supplies the docu-

ments required and/or approvals, and not before reception of any official certification or permits that may be required and fulfils any other duties of cooperation. If the Customer is obliged to make advance payments, the delivery period shall begin to run upon the complete fulfilment of said payment to ROTORCOMP.

- 4.2. Delivery and fulfilment deadlines shall be deemed met, if the supplied object has left the works or warehouse of ROTORCOMP or if readiness for dispatch has been announced to the Customer or the service has been fulfilled by the expiry of the period. ROTORCOMP is entitled to make partial deliveries within reasonable bounds. If approval is required, the date of inspection and secondarily the date of announcement of readiness for inspection shall be relevant, except for a case of justified refusal of acceptance.
- 4.3. Should ROTORCOMP be prevented from complying with agreed delivery dates for reasons for which ROTORCOMP is not responsible (e.g. due to force majeure, acts of God, catastrophes, war, riot, or a strike within the scope of its own operations, delivery facilities, suppliers or in the area of means of transport), ROTORCOMP shall inform the Customer thereof without delay. In this case, ROTORCOMP shall be entitled to make good the delivery after the obstacle has ceased to exist. If supply is delayed by more than four months, the Customer is entitled to reject the delivery and withdraw from the contract. The Customer has no other rights or claims for non-supply or delayed supply due to causes such as those above listed, even if these causes only obtained once the supply deadline had already been exceeded or ROTORCOMP was in arrears.
- 4.4. If the delivery and performance period is exceeded, the Customer shall be entitled to his statutory rights. In any case, however, default in delivery shall only occur after expiry of a grace period set by the Customer. Claims for damages, irrespective of their legal grounds, are excluded, unless ROTORCOMP be guilty of intent or gross negligence. If the delay in delivery is due to intentional or grossly negligent behaviour on the part of ROTORCOMP, the Customer shall be entitled to demand lump-sum compensation. This compensation shall amount to 0.5% for every complete week, but is not to exceed a maximum of 5% of the net delivery value of those parts of the total delivery which it is not possible to use in time or not in accordance with the contract. ROTORCOMP reserves the right to prove to the Customer that the damages caused by delay amount to less than this. The aforementioned lump sum for damages shall then be adjusted accordingly or amounts paid in excess shall be refunded to ROTORCOMP.
- 4.5. If the Customer is in default of acceptance or if the delivery is delayed for other reasons for which the Customer is responsible, the Customer shall be charged, starting one month after notification of readiness for shipment, for the costs incurred by storage and all other damages and costs. ROTORCOMP shall be entitled to demand a lump sum for damages amounting to 0.5% of the invoice amount of the goods for every complete week, but is not to exceed a maximum of 5% of the net delivery value of those parts of the total delivery which it is not collected on time or in accordance with the contract starting one month following notification of readiness for shipment or expiry of the delivery period. The Customer is entitled to prove lower damages and costs, while ROTORCOMP may prove and claim higher damages caused by delay.
- 4.6. The compliance with a term of delivery or performance is subject to the Customer's observance of his contractual duties. The Customer shall be under the obligation, when requested to do so by UNICOMP, to confirm in writing the completion of any necessary preparatory work before delivery. If the Customer refuses to do this or refuses acceptance of the goods he will come into default of acceptance with the consequence outlined above.
- 4.7. Deliveries from ROTORCOMP are made ex works ("ex works", EXW). Unless otherwise specified in the individual order, the place of delivery shall be ROTORCOMP VERDICHTER GmbH Logistics Centre c/o GLX Global Logistics Services GmbH, Schorn 1, 82319 Starnberg, Germany. If the parties agree on a different type of delivery in individual cases, the following shall apply: ROTORCOMP will decide on the kind and means of dispatch, the transportation route, the forwarding agent, the carrier, the kind and scope of required securities and the packaging at its sole discretion after due assessment of the circumstances. Due diligence provided, UNICOMP shall not be liable for losses or damages during transport. At the request of the Customer ROTORCOMP will insure the consignment at the Customer's expense against theft, breakage and other damages from transport, fire or water and further insurable risks.
- 4.8. ROTORCOMP is entitled to assign payment claims to third parties.
- 4.9. If the transaction is based on a contract for work and services, the Customer shall be in default of acceptance of the work if he does not carry out acceptance within one week of handover, notification of completion or invoicing. Acceptance shall be deemed to have been effected if the Customer uses the work for a period of 14 days without complaint after handover, notification of completion or invoicing and ROTORCOMP has pointed out this consequence at the time of handover, in the notification of completion or at the time of invoicing.

## 5. Transfer of Risk

- 5.1. The risk of accidental loss and accidental deterioration shall pass to the Customer as soon as ROTORCOMP makes the goods available for collection or delivery ("ex works", EXW), even if ROTORCOMP assumes further services, e.g. delivery or shipping costs. If the parties expressly agree on a different type of delivery, the risk shall pass to the Customer upon handing over of the goods to the carrier, the forwarding agent or the collecting person, even if the consignment is free or free at Customer's address. Solely if the transport is executed by ROTORCOMP, ROTORCOMP shall bear the risk until delivery at the place of reception. These stipulations shall also apply to partial deliveries.
- 5.2. Notwithstanding his rights from Clause 6, the Customer is obliged to accept delivered objects even if they present unsubstantial defects. It is the Customer's obligation to assert claims in the event of transport damage vis-à-vis the forwarding agent, the carrier, insurance companies or similar in a timely manner.

## 6. Warranty

- 6.1. Warranty claims shall only exist if the Customer has fulfilled his statutory obligations to examine the goods and to give notice of defects (§§ 377, 381 HGB). It is the Customer's duty to examine the goods upon their reception with due care. He shall make notes of all discernible defects, missing quantities or incorrect goods on the delivery note or consignment note immediately upon receipt of the goods, or at the very latest five working days after receiving them and without fail notify ROTORCOMP in writing before their processing or installation. Otherwise the deliveries will be deemed approved. The customer shall bear the full burden of proof in relation to all preconditions for making a claim based on a defect, particularly with respect to the defect itself, the time when it was ascertained and the timely report of the defect.
- 6.2. If the delivered products are installed by ROTORCOMP, the Customer shall accept delivery of them immediately on the spot. If, however, acceptance is not declared, it is nevertheless deemed as having taken place if the delivered and installed product is put into operation by the Customer. If any installation errors are ascertained, they are to be reported immediately in the presence of the installer or representative of ROTORCOMP. After acceptance has been effected, warranty claims are excluded unless they concern hidden defects.
- 6.3. The warranty period for screw compressors is two years, otherwise twelve months from transfer of risk. If the Customer acquires the goods for resale (possibly after further processing), the warranty shall be extended by the time until resale, but by no more than six months. Claims of the Customer for damages and/or reimbursement of expenses shall only exist in accordance with these General Terms and Conditions even in the event of defects and shall otherwise be excluded. Excluded from the warranty are damages resulting from unsuitable and improper use, faulty or improper assembly or commissioning by the Customer or third parties, wear and tear and natural abrasion, faulty or negligent handling, use of unsuitable operating materials, improper storage and climatic, chemical, electrochemical and electrical influences, insofar as they are not attributable to ROTORCOMP's fault. The same applies to damage resulting from non-observance of the assembly, operating and maintenance instructions as well as from improper modifications or repair work by the Customer or third parties and from the effects of parts of foreign origin as well as from further use despite the occurrence of an obvious defect. If the assembly or operating instructions are disregarded or if prescribed or recommended maintenance work is omitted, the Customer shall be responsible for proving that he is not responsible for the damage incurred. The regulations on the limitation of action concerning the right of recourse against the supplier according to Sections 478, 479 BGB shall not be affected.
- 6.4. The warranty is limited either to rectification (repair) or the replacement of the item at ROTORCOMP's discretion; this shall be free of charge and, within the European Union and the European Economic Area, free of transport costs. The repair ("subsequent performance") shall not include the removal of the defective goods or the installation of the new goods, unless ROTORCOMP originally owed the installation of the goods. Insofar as a defect actually exists, ROTORCOMP shall bear the expenses necessary for the purpose of inspection and subsequent per-

formance, with the exception of the costs for installation or removal, insofar as the installation of the goods was not originally owed. The Customer shall bear the costs incurred in the event of an unjustified request to remedy a defect (e.g. inspection and transport costs). In case of replacement, the ownership title for the defective goods shall pass to ROTORCOMP the moment ROTORCOMP accepts the complaint. Any additional expenses caused by difficult or obstructed access to the item to be replaced, or insufficient workspace or delivery outside the territory of the European Union or the European Economic Area shall be borne by the Customer. If the Customer receives faulty assembly instructions, ROTORCOMP shall merely be obliged to supply faultless assembly instructions. This obligation shall not apply if the defect in the assembly instructions does not prevent proper assembly.

6.5. If the rectification of a defect fails and the Customer then chooses to withdraw from the contract, he is not entitled to any additional claim for damages. If the Customer chooses to claim damages after a failed rectification, the goods shall remain with the Customer, if reasonable. In that case, damages will be calculated as the difference between the purchase price and the value of the faulty items. This shall not apply if ROTORCOMP maliciously or intentionally caused the breach of contract. The Customer can claim damages only under the provisions of Section 7.

6.6. The creation of a warranty obligation shall be subject to the condition that the installation of the equipment and other ROTORCOMP delivery items has been carried out professionally. The warranty obligation shall expire if the delivered goods are modified by third parties or by the installation of parts of third-party origin, unless the defect is not in causal connection with the modification. It also expires if the Customer disregards the regulations for commissioning and a defect is caused as a result.

6.7. Warranty obligations will lapse, if the Customer, after having informed ROTORCOMP of the defect, does not ensure the required time or opportunity for the necessary repairs or replacements to be carried out at the discretion of ROTORCOMP. Only in urgent cases in which operating safety is endangered or to prevent disproportionate damage or if ROTORCOMP is in default with the rectification of the defect, shall the Customer have the right to rectify that defect himself or through a third party and to claim compensation for the necessary expenses from ROTORCOMP. In such a case, too, it is an essential prerequisite that ROTORCOMP be immediately informed of the damage. The Customer's right to remedy the defect himself or have it remedied by third parties shall not exist if ROTORCOMP is not obliged by law to carry out a corresponding supplementary performance.

## 7. General Limitation of Liability

7.1. In all cases of pre-contractual, contractual and non-contractual (e.g. criminal) liability, ROTORCOMP shall be liable to the Customer for damages or reimbursement of futile expenses in the event of intent or gross negligence in accordance with the statutory provisions.

7.2. In other cases not covered by Section 7.1, ROTORCOMP shall only be liable to the Customer – unless otherwise provided for in Section 7.3 – in the following cases

7.2.1. in the event of damage due to a defect in the purchased item, if ROTORCOMP has assumed a guarantee for the quality of the item, or

7.2.2. in the event of damage due to a defect in the purchased goods, if ROTORCOMP has fraudulently concealed the defect, or

7.2.3. in the event of a breach of a contractual obligation, the performance of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely (so-called cardinal obligations). ROTORCOMP's liability in this case being limited to compensation for the foreseeable and typical damage.

In all other cases, ROTORCOMP's liability towards the Customer shall be excluded subject to the provision in Section 7.3.

7.3. The above exclusions and limitations of liability shall not apply to damages resulting from injury to life, limb or health and in accordance with the German Product Liability Act.

7.4. To the extent that ROTORCOMP's liability is not excluded by the provisions in Sections 7.1. to 7.3. above, ROTORCOMP's liability shall be limited to EUR 5 million for property damage and EUR 50,000 million for pecuniary loss.

7.5. Insofar as ROTORCOMP's liability is limited or excluded, this also applies to the personal liability of employees, representatives and other agents of ROTORCOMP.

7.6. The Customer's claims shall fall under the statute of limitations with the expiration of the warranty period according to Section 6.3., except for claims resulting from loss of life, bodily injury or damage to health, or claims based on intentional, malicious or grossly negligent conduct, or based on an infringement of cardinal duties, or on the German Product Liability Law; these claims are subject to the respective statutory limitation periods.

7.7. In the event of a breach of duty which does not constitute a defect in the goods, the Customer may only rescind or terminate the contract if ROTORCOMP is responsible for the breach of duty.

7.8. None of the above provisions shall constitute a change in the legal or judicial distribution of the burden of proof.

## 8. Reservation of Ownership

8.1. Property of the devices and other delivery items shall be transferred to the Customer only after the complete payment of all receivables resulting or to result in future from the business transactions with ROTORCOMP, including accessory claims (current account reservation). Issuance of cheques and bills of exchange shall require the consent of ROTORCOMP and shall not constitute the fulfilment of open claims, but is only on account of payment. Discount charges and other incidental charges shall be borne by the Customer.

8.2. The Customer has the duty to handle delivery items with care and to insure them as new at his own expense against damage by fire and water, as well as against theft and vandalism. Upon request, the insurance policy is to be made available to ROTORCOMP for inspection. With immediate effect, the Customer shall renounce in favour of ROTORCOMP any claim against the insurer. ROTORCOMP hereby accepts this assignment. Moreover, ROTORCOMP declares the retrocession of these claims in favour of the Customer subject to the condition precedent that the title in the reserved goods passes to the customer if all claims by ROTORCOMP have been paid in full. If maintenance and inspection work is necessary, the Customer must carry it out at his own expense and in a timely manner.

8.3. The Customer is entitled to process and to resell or otherwise dispose of the delivery objects in the orderly course of business. Processing or conversion of the delivery objects by the Customer is always performed for ROTORCOMP. If delivery objects are processed or worked upon with other items not belonging to ROTORCOMP, ROTORCOMP then acquires joint ownership of the new item in a ratio equal to the ratio of the value of the delivery object to that of the other processed items. The Customer shall assign to ROTORCOMP his claim arising from such resale in proportion to ROTORCOMP's co-ownership share in the item sold. If the customer places his claim in a current account, he shall assign his claim from the final balance to ROTORCOMP, the amount of which shall be limited to that part of the Customer's claim which corresponds to ROTORCOMP's co-ownership share in the sold item. ROTORCOMP accepts the assignment.

8.4. If the value of the securities according to Sections 8.1 and 8.3 exceeds the secured (assigned) claims by more than 20% on a more than temporary basis (cover limit), then ROTORCOMP is under the obligation, should the Customer request, to release collateral to the extent of the excess security. ROTORCOMP has the right to choose the securities to be released.

8.5. Valuation of the securities is carried out based on the realisable market price or stock exchange price. If such a price does not exist or cannot be determined, the (sales) list price of ROTORCOMP shall be used as an alternative. If this price cannot be ascertained, then the manufacturer price shall be decisive.

8.6. The Customer is not entitled to pledge, assign as security or take comparable security measures. In the event of attachment and other interference by third parties the Customer shall notify ROTORCOMP without delay, to enable ROTORCOMP to lodge a third-party action against execution in accordance with Section 771 ZPO. (German Code of Civil Procedure). If the third party is unable to compensate ROTORCOMP for all judicial and extra-judicial costs incurred due to the action under Section 771 of the German Code of Civil Procedure, the Customer is liable to ROTORCOMP for the loss caused.

8.7. If the items serving as security are sold in accordance with the above authorisation, the Customer shall hereby now relinquish in favour of UNICOMP all claims resulting therefrom against its contractual partner for the securing of current and future claims from the commercial relationship with ROTORCOMP. ROTORCOMP accepts this assignment. In the event that ROTORCOMP has only partial ownership of the security item, the Customer hereby to ROTORCOMP as security a partial claim in the amount corresponding to the proportion of the ownership interest in the entire item.

8.8. If an assignment prohibition has been agreed between the Customer and his contracting party, the Customer shall not be entitled to resell the secured products unless the claim from said sale of the secured items be placed in a current account relation. In this case the Customer shall assign to ROTORCOMP the current account claim ("causal" balance) against the third party in accordance with Section 8.7. After netting out, it is replaced by the recognised account balance which is assigned up to the amount of the original current account receivable.

8.9. ROTORCOMP revocably authorises the Customer to collect the claims assigned to ROTORCOMP. The authorisation to collect shall also lapse without revocation as soon as the Customer is overindebted and/or insolvent, threatens to become insolvent or a significant deterioration in his financial situation has occurred. If the collection authorisation expires, the Customer shall be obliged to immediately notify the third-party debtors in writing of the assignment of the claims to ROTORCOMP and to notify ROTORCOMP of the notice of assignment. The Customer shall also be obliged to provide ROTORCOMP upon request with all information and documents required to assert the assigned claims.

8.10. If the realisable value of the assigned claims exceeds the sum of ROTORCOMP's secured claims by more than 20% on a more than temporary basis, then ROTORCOMP must release claims to the extent of the excess security should the Customer request. ROTORCOMP is free to choose the claims to be released.

8.11. ROTORCOMP shall only have the right to revoke the authorisation to process and alienate the securities, to make use of the direct debit authorisation for the claims assigned as security and to use the collateral if the Customer comes into arrears with his payment obligations, or if an application has been filed to open insolvency proceedings, or the Customer has conclusively discontinued payments.

8.12. In the cases contemplated under Section 8.11 the Customer must disclose without delay to UNICOMP name and address of third-party debtors and to deliver to ROTORCOMP all the information and documents required for the enforcement of the claim. The Customer shall inform the third-party debtors about the assignments of claims without delay.

8.13. ROTORCOMP is entitled to withdraw from the contract and require the goods be returned if the Customer falls into default with payment or violates his duties pursuant to this Section 8.

## 9. Copyrights and Infringements of Intellectual Property Rights

9.1. The Customer undertakes not to make any copies or imitations of ROTORCOMP products or to have any such copies or imitations made. He acknowledges that ROTORCOMP's products are protected against copying and imitation by patents and other intellectual property rights. Violation of these rights may have substantial criminal consequences and shall give rise to claims for damages and injunctive relief by ROTORCOMP against the Customer.

9.2. To the extent that the scope of delivery also includes operating software subject to licence, ROTORCOMP shall grant the Customer a simple, non-exclusive and transferable right to use this software on the delivered system in the program state (release) valid at the time of delivery, only in conjunction with the associated hardware, upon full payment of the invoice arising from the delivery. Special licence terms apply to user software, which are handed over to the Customer together with the software. The Customer is obliged to install and use software exclusively within the scope of the granted authorisations.

9.3. The Customer acknowledges that software may contain or embody trademark rights, know-how and other intellectual property and that such rights shall belong to ROTORCOMP or its suppliers. Likewise, work documents for training courses are protected by copyright and may only be reproduced - even in extracts - with the express written consent of ROTORCOMP.

9.4. If third parties assert claims against the Customer due to the infringement of an intellectual property right by using a product provided by ROTORCOMP, the Customer shall immediately notify ROTORCOMP thereof in writing. ROTORCOMP shall, after prior consultation with the Customer and in accordance with the provisions of Section 7. of these General Terms and Conditions, at its own expense meet or defend these claims or settle the disputes by settlement. The Customer shall support ROTORCOMP in its defence in every reasonable way. ROTORCOMP shall, in accordance with the provisions of Section 7. of these GTC, bear all financial burdens resulting from a judgment against the Customer, including damages awarded to a third party and the costs of proceedings. Subject to the foregoing, ROTORCOMP shall bear the costs of any settlement if ROTORCOMP agrees to the settlement. The Customer and ROTORCOMP shall agree by mutual consent on the legal defence to be undertaken and on settlement negotiations. The Customer shall grant ROTORCOMP any necessary powers of attorney in individual cases.

9.5. Should ROTORCOMP come to the conclusion that a product may become the subject of a property right complaint, ROTORCOMP shall be entitled, at its own discretion, to

- at its own expense, obtain for the Customer the right to continue to use the product,
- at its own expense, replace the product to a reasonable extent or modify it in such a way that it no longer infringes the rights of third parties;
- take back the operating software, devices or parts thereof and to reimburse the Customer for the purchase price less a reasonable usage fee.

9.6. ROTORCOMP shall have no obligations if the operating software, machines or parts thereof are modified by the Customer or combined with programs or data not provided by ROTORCOMP and claims of third parties arise therefrom.

## 10. Prohibition Of Use And Export Restrictions

10.1. Without the explicit written authorisation of ROTORCOMP, the Customer may not use any product in connection with the operation or maintenance of

- a plant or facility using nuclear power,
  - mass transportation facilities,
  - facilities for the supervision or monitoring of airspace or aircraft
- . This prohibition does not apply to flight simulators.

10.2. The Customer is aware that the export of the delivered goods including the technical information provided with the delivery may be restricted by the export regulations of the Federal Republic of Germany, by the European Union and other countries, in particular of the United States of America. If the Customer intends to export delivered goods (if necessary also with the aid of services provided by ROTORCOMP), the Customer shall also be obliged to ROTORCOMP to comply with the relevant export regulations.

10.3. The Customer must check and ensure that the (direct or indirect) passing on or (direct or indirect) mediation of contracts for the goods/services of ROTORCOMP does not violate an embargo of the Federal Republic of Germany, the European Union, the United States of America or the United Nations or other national or international regulations of export control law. This shall also apply if the provision of other economic resources in connection with ROTORCOMP's goods violates such an embargo or the aforementioned provisions. In addition, the Customer is obliged to check and ensure that the goods are not intended for prohibited and/or authorisation-relevant use in armaments, nuclear technology or weapons, unless corresponding authorisation has been obtained. The Customer must comply with the regulations of all relevant sanction lists, in particular those of the European Union and the United States of America, with regard to business transactions with the persons, companies and/or organisations named therein. The Customer affirms that he will not make the delivered goods available either directly or indirectly to a natural or legal person, organisation and/or corporation subject to sanctions in accordance with national and international regulations, in particular those of the Federal Republic of Germany, the European Union, the United Nations and the United States of America, and that he will not deliver the delivered goods either directly or indirectly to a country or territory subject to an embargo in the aforementioned sense.

- 10.4 Upon ROTORCOMP's request, the Customer shall immediately provide ROTORCOMP with all information about the final recipient, the final destination and the intended use of the goods delivered by ROTORCOMP as well as any export restrictions applicable in this regard, in particular also in the form of a declaration of final destination (end use certificate – EUC), inter alia to the extent necessary to obtain a required export licence. In addition, the Customer must inform ROTORCOMP of its shareholders and, if necessary, provide an individual company profile for each party involved on the Customer/buyer side so that ROTORCOMP can apply to the Federal Office of Economics and Export Control for any necessary export license or permit.
- 10.5 If authorities and/or other third parties assert claims against ROTORCOMP for breach of the above obligations, the Customer shall indemnify ROTORCOMP in full and reimburse ROTORCOMP for all damages and expenses incurred in this connection.

## 11. Confidentiality

- 11.1. Within the framework of the business relationship, the parties may gain access to confidential or legally protected information of the other party ("Confidential Information"). Confidential Information means any information that is directly or indirectly disclosed or made available by or on behalf of a party ("Disclosing Party") and that is identified as confidential or reasonably to be considered confidential or proprietary by reason of the nature or circumstances of such information, including product specifications, pricing, data, offerings, business models, marketing plans and strategic plans, customer and employee information, financial information, software, reports or forms of the Disclosing Party.
- 11.2. The party receiving Confidential Information from the other party ("Receiving Party") undertakes to use such Confidential Information solely for the purpose of fulfilling its respective (contractual) obligations and will take reasonable measures to prevent such unauthorised disclosure or use, including but not limited to measures taken by the Receiving Party to protect its own similar Confidential Information and the processing of the Confidential Information in compliance with legal and contractual provisions on data protection. The latter also includes state-of-the-art technical security measures (Article 32 GDPR) as well as the obligation of employees to maintain confidentiality and data protection (Article 28 Paragraph 3 lit. GDPR). The Receiving Party agrees not to disclose Confidential Information of the Disclosing Party to its employees and agents or consultants of the Receiving Party except to those who need to know such information and/or already have a legal obligation to maintain the confidentiality of such information. The Receiving Party may disclose Confidential Information to the extent that such disclosure is required by applicable law, order or demand of a court, administrative body or other governmental authority, provided, however, that the Receiving Party gives reasonable prior notice to the Disclosing Party. The above obligation shall not apply if (i) the Confidential Information is publicly known and made available to the public through no fault of the Receiving Party; (ii) the Confidential Information is already in the possession of the Receiving Party through no confidentiality obligation at the time of disclosure by the Disclosing Party; (iii) the Confidential Information is disclosed to the Receiving Party by a third party without breach of that third party's confidentiality obligations; (iv) the Con-

fidential Information becomes accessible to anyone or generally available without breach of confidentiality obligations; and (v) the Confidential Information is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

- 11.3. Upon conclusion of this contract, already existing non-disclosure agreements shall become ineffective and shall be replaced by the non-disclosure provision pursuant to this Section 11.

## 12. Information Obligations According to GDPR

The Customer is obliged to inform his employees or other persons involved in the business transaction as follows: In accordance with the Annex "Information Obligations under the General Data Protection Regulation (GDPR)", which can be found on the ROTORCOMP homepage under the link <https://www.rotorcomp.de/customer-support/downloads/>, in order to comply with the information obligations of data subjects under the General Data Protection Regulation (GDPR). The information duties described here are an integral part of these GTC as an appendix.

## 13. Final Provisions

- 13.1 German law is the sole law applicable between the two parties. The United Nations stipulations concerning Contracts for the International Sale of Goods (CISG) and the provisions of international private law are ruled out.
- 13.2. The Customer may only offset his own claims with counterclaims if these have been established by declaratory judgement, or are uncontested or are accepted by ROTORCOMP. Any right of retention or any other right of the Customer to refuse performance can only be asserted against ROTORCOMP if and insofar as they concern the same contractual relationship. Even in the case of an ongoing business relationship each single order shall be considered a separate contract.
- 13.3. The Customer shall not be entitled to assert a right to refuse performance pursuant to Section 320 BGB or a right of retention pursuant to Section 273 BGB, unless such rights are based on a defect in the purchased item for which ROTORCOMP has already received that part of the remuneration which corresponds to the value of its performance, or on counterclaims of the Customer which are undisputed, have been legally established or have been recognised by ROTORCOMP.
- 13.4. The place of performance for all claims arising from the business relationship is Germering near Munich, Germany. Insofar as the contractual party is a merchant, legal person as defined in public law or special fund as defined in public law, the place of jurisdiction for all claims arising from and in connection with the contractual relationship is Munich (Munich I Landgericht [Regional Court]).
- 13.5. Should any provision of these general terms and conditions of business be, or become, fully or partially void, this will not affect the other provisions.
- 13.6. All previous general terms and conditions are hereby invalid.

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