

General Terms and Conditions of Purchase of NMH GmbH

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§ 1 Scope

1. These General Terms and Conditions of Purchase (hereinafter referred to as GTC) apply to the purchase of goods, the commissioning of work and the commissioning of other services in accordance with the contract concluded between us and the service provider.
2. Our GTC shall also apply exclusively and without further express reference to all future orders placed with the service provider. They shall also apply to all future transactions and to all business contacts with the service provider, such as the commencement of contract negotiations or the initiation of a contract, even if they are not expressly agreed again or if no further express reference is made to them.
3. We do not recognise any deviating terms and conditions of the service provider unless we have expressly agreed to their validity in writing. The validity of the service provider's general terms and conditions is expressly rejected. Our General Terms and Conditions shall also apply if we accept the service without reservation in the knowledge that the service provider's terms and conditions conflict with or deviate from our terms and conditions.
4. Previous agreements and previous versions of our terms and conditions of purchase are superseded by these terms and conditions of purchase.
5. The execution of our ordered delivery or service shall be deemed acceptance of the validity of these General Terms and Conditions.

§ 2 Order, offer documents, conclusion of contract

1. We place our orders, order changes and delivery calls in writing, by remote data transmission, in particular by email or fax. In case of doubt, the content of verbal and telephone agreements (discussions) is only binding if it has been confirmed by us in writing.
2. Every order, order change and delivery schedule must be confirmed immediately in writing by the service provider. If we submit an offer with our order, it can only be accepted within 5 working days of receipt by means of a written order confirmation (). If we place orders with shorter delivery times, the order confirmation must be



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received by us in good time before dispatch. The service provider must state our order number in the order confirmation. For orders that we have placed on the basis of existing offers, the order confirmation must be issued within 3 working days of receipt of the order. Delivery schedules become binding if the service provider does not object to them within seven working days of receipt.

3. The quotations or cost estimates sent to us by the service provider are binding. They must be prepared by the service provider free of charge.
4. The service provider is obliged to indicate the company abbreviations specified in our non-binding enquiry or in our written order in all correspondence. In any case, our order number, our item number, if already assigned by us, and the name of the contact person in our company must be indicated.
5. Any reference to business relations with us in advertising materials or reference documents or the use of trademarks and logos to which we are entitled requires our prior written consent.

§ 3 Subject matter of the service

1. The service provider is obliged to deliver or perform the delivery/service ordered by us in accordance with the contractual agreements. Deviations are only permitted with our written consent. The service provider guarantees that the delivery/service will be carried out using suitable materials and in accordance with the recognised rules of technology, the statutory and official safety regulations and the environmental protection regulations that constitute applicable law or that have already been adopted with a transition period and will definitely come into force.
2. The service provider must package the products with the care of a prudent businessman. Several items in a shipment may be delivered in one transport container, but must be packaged separately and be identifiable.
3. If we order products that the service provider manufactures according to a drawing, sketch or model specified by us, the service provider must, at our request, submit a test report with the delivery of the service object, from which the product characteristics such as dimensions, etc. can be ascertained.



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- 3.1. If the service provider makes changes to the composition of the processed material or to the design of its products or services compared to similar deliveries or services previously provided to us, it is obliged to inform us of this circumstance without delay. Changes require our consent in principle.
- 3.2. The service provider must carry out the orders assigned to it in its own business. The transfer of orders to third parties requires our written consent. If our contract with the service provider involves consulting services or other services which, in terms of their content, are based on personal performance by a specific person, the service provider is obliged to have the services performed personally by the respective person.

§ 4 Prices and terms of payment

1. The agreed prices are generally fixed prices. If no prices are specified in the order, the service provider's list prices with the customary trade discounts shall apply. If the service provider reduces the prices for the ordered products prior to delivery, the reduced prices shall apply.
2. Payment periods shall commence on the specified delivery or service date, at the earliest on the date of receipt of the goods or the date of complete performance of the service, acceptance thereof – if agreed or provided for by law – and proper invoicing. If the issuance of further certificates () or material testing certificates has been agreed, the payment periods shall not commence before receipt of these documents. These documents form an essential part of the delivery and must be submitted no later than five days after receipt of the goods or invoice.
3. Unless otherwise agreed in writing, we will pay the amount net within 45 days of receipt of the invoice.
4. We are entitled to set-off and retention rights to the extent permitted by law; claims against us may only be assigned to third parties with our written consent. Payments made do not constitute acceptance of the service as being in accordance with the contract.



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§ 5 Models, drawings, sketches, logo

1. If we provide the service provider with models, samples, production equipment, tools, measuring and testing equipment, drawings, work standard sheets or other materials to be provided as part of a delivery/service, these remain our property.
2. The service provider is hereby advised that drawings or sketches may be protected by copyright and our logos may be protected by trademark law. The service provider therefore undertakes not to pass on our logo, drawings or sketches and data, as well as the tools and models manufactured on the basis thereof, to third parties without our prior written consent or to use them for purposes other than those specified in the contract. In the event of any culpable infringement of our copyright or trademark rights, we shall be entitled to claim a reasonable contractual penalty, which shall be fully reviewable by the competent court; the service provider shall be free to prove that we have incurred no or less damage.
3. Upon completion of its service or dispatch of its delivery, the service provider shall transfer ownership of all production equipment, tools and models manufactured by it at our expense and related to the order to us. We accept the transfer of ownership. If these remain with the service provider, the transfer shall be replaced by the production equipment and tools being loaned to the service provider for the execution of the order.
4. Insofar as the service provider produces goods on our behalf and with our assistance – e.g. by providing models, drawings, etc. – the goods of the type in question may only be manufactured, delivered and sold to us.

§ 6 Delivery time, delay in delivery

1. The delivery date specified by us is binding. The service provider is not entitled to make early delivery without our consent. Delivery periods begin to run upon receipt of the order by the service provider. The decisive factor for compliance with the delivery date or performance period is the receipt of the goods or the provision of the service by us. The service provider shall be in default of delivery even without a reminder being issued as soon as the binding agreed delivery date is exceeded.



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2. The service provider shall notify us immediately in writing if it is unable to meet the agreed delivery date, whereby our rights due to delay in performance remain unaffected by this obligation to inform. This notification does not release the service provider from its liability for delay.
3. The service provider may only invoke the absence of necessary documents or information to be provided by us or materials to be supplied by us as an obstacle to performance if it has reminded us in writing to hand over the documents, information and materials and has not received them within a reasonable period of time, insofar as we are obliged to provide them.
4. Early deliveries shall have no effect on the agreed payment due date. Partial deliveries shall only be accepted by express agreement. The remaining delivery shall be listed in the delivery documents. If partial deliveries were not agreed upon, the agreed payment due date shall be calculated from the date of complete delivery at the earliest.
5. If the service provider is culpably in default with the delivery, we may – in addition to further legal claims – demand lump-sum compensation for our damage caused by the delay in the amount of 1.5% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered late. We reserve the right to prove that we have incurred higher damages. The seller reserves the right to prove that we have incurred no damage at all or only significantly lower damage. If the delayed performance is accepted, we shall assert the contractual penalty at the latest upon full payment of the purchase price.

§ 7 Transfer of risk, delivery

1. Unless otherwise agreed, goods are generally shipped in accordance with DDP (Incoterms 2020) or DAP (Incoterms 2020) to the delivery address we have specified. In the case of sales contracts, the risk passes to us only upon receipt of the goods by us, unless otherwise agreed.



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2. All deliveries must be accompanied by delivery notes, and the relevant shipping documents must be sent on the day of dispatch of the goods. Shipping notices, waybills, parcel addresses, delivery notes and invoices must contain the complete order and item numbers. The VAT ID number of the service provider must be clearly visible. Delivery notes and invoices must be issued in duplicate and must contain the delivery note or invoice numbers.

§ 8 Condition and quality of the goods

1. The service provider guarantees that the goods correspond to the specifications in our orders (including any drawings).
2. If the service provider makes changes to the composition of the processed material or to the design of its products or services compared to similar deliveries or services previously provided to us, it is obliged to inform us of this circumstance in good time in advance. Changes require our consent in principle.
3. The service provider shall maintain a quality assurance system which includes, in particular, the maintenance of current quality standards, regular quality checks and an outgoing goods inspection. The service provider shall keep records of this and hand them over to us on request.

§ 9 Warranty for defects, liability

1. The service provider is obliged to carry out a comprehensive outgoing goods inspection, which includes, in particular, checking the functionality and the required quality.
2. We accept delivered goods subject to inspection for defects. We fulfil our obligation to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code) with regard to obvious defects in the delivery/service if we send a notice of defects within 30 working days of receipt of the delivery. Our obligation to inspect is limited to defects that are apparent during our incoming goods inspection upon external examination, including the delivery documents (e.g. transport damage,



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incorrect or short delivery) or that are recognisable during our quality control in random sampling.

- 2.1** If we have concluded an agreement with the service provider for outgoing goods inspection (e.g. a quality assurance agreement or similar agreements on outgoing goods inspections to be carried out by the service provider), which includes in particular the testing of functionality and other required characteristics, our obligation to inspect is limited to defects that are apparent during our incoming goods inspection, including an external inspection and the delivery documents.
- 2.2** If, in the normal course of business, it is not feasible to inspect the delivery within the period of 30 days, we shall notify the service provider of any obvious defects immediately after the inspection and discovery of the defect.
- 2.3** In this respect, the service provider waives the objection of delayed notification of defects. Notwithstanding our obligation to inspect, our complaint (notification of defects) shall in any case be deemed to have been made immediately and in good time if it is sent within 30 days of discovery or, in the case of obvious defects, within 30 days of delivery.
- 3.** If the service provider's delivery/service has material defects or if the service provider has breached its obligations, we shall be entitled to assert the statutory claims for material defects (warranty and liability claims) or, in the event of a breach of duty.
- 4.** If we are entitled to a statutory claim for subsequent performance, the service provider shall, at our discretion, either remedy the defect or deliver a defect-free item. The provisions of Sections 439 (4) and 635 (3) of the German Civil Code (BGB) remain unaffected by this. Additional costs incurred as a result of our having moved the defective item to another location after delivery shall be borne by the service provider if the move is in accordance with the intended use of the item.
- 5.** If the subsequent performance fails or if the service provider refuses the selected type of subsequent performance, we may withdraw from the concluded contract, reduce the remuneration claim against us or, if the service provider does not prove that he was not at fault for the defects, claim damages instead of performance. The same applies if the subsequent performance by the service provider is unreasonable for us.



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This is particularly the case if the service provider does not immediately fulfil its obligation to remedy the defect despite being requested to do so and there is a risk of acute danger or major damage. In such cases, we are also entitled to carry out the work to remedy the defect ourselves or have it carried out by third parties at the expense of the service provider. This applies in particular if major damage – in particular claims by our customer due to delay – can only be avoided by rectifying the defect ourselves or by third parties commissioned by us. We shall inform the service provider of this. Further legal claims – such as claims for reimbursement of expenses – remain unaffected.

6. The limitation periods shall be suspended for the duration of the service provider's attempts at subsequent performance. The suspension of the limitation periods shall commence at the time of our notification of defects. The suspension of the limitation period shall only end at the point in time at which the delivery item is free of defects and can be used. For parts newly delivered within the limitation period under the warranty for defects, the limitation period shall recommence at the point in time at which the service provider has completely fulfilled our claims for new delivery, unless we had to assume, based on the service provider's behaviour, that they did not feel obliged to take this measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.
7. The limitation period for warranty claims, including claims for damages due to defects, is 36 months from the start of the statutory limitation period, unless otherwise agreed between the parties in an individual contract. Furthermore, the limitation period of 36 months does not apply if the law provides for a longer limitation period than 36 months; in this case, the statutory limitation period applies.
8. If a material defect becomes apparent within six months of the transfer of risk upon delivery of goods, it shall be presumed that the item was already defective at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.



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9. If the service/delivery provided to us by the service provider is subject to legal defects, the service provider shall indemnify us against any claims by third parties, unless the service provider is not responsible for the legal defect.
10. The service provider shall be liable to us for all forms of culpable breach of duty without limitation to compensation, regardless of whether direct or indirect damages, financial losses or other items of damage are claimed. In addition, the service provider shall be liable under the Product Liability Act, provided that the requirements thereof are met.

§ 10 Supplier recourse

1. We are entitled to our statutory recourse claims within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b or 445c, 327(5) and 327u of the German Civil Code (BGB)) without limitation in addition to our claims for defects. In particular, we shall be entitled to demand from the service provider exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (Section 439 (1) BGB) shall not be restricted by this.
2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with Sections 445a (1), 439 (2), (3) and (6) sentence 2, 475 (4) BGB), we shall notify the service provider and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not provided within a reasonable period of time and no amicable solution is reached, the defect claim actually granted by us shall be deemed to be owed to our customer. In this case, the service provider shall be responsible for providing evidence to the contrary.
2. If claims are made against us due to a breach of domestic or foreign or official safety regulations or product liability rules, or due to a defect in our products that can be traced back to deliveries or services provided by the service provider, we may demand compensation from the service provider for the damage caused by its products and indemnification against corresponding claims by third parties. In cases



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of fault-based liability, however, this shall only apply if the service provider is at fault. If the cause of the damage lies within the service provider's area of responsibility, the burden of proof shall lie with the service provider.

3. The costs to be reimbursed also include the costs of any necessary recall campaign and the necessary costs of legal action. The service provider shall be informed of the content and scope of the recall campaign to be carried out.
4. The service provider is obliged to take out producer's liability insurance to cover its obligations arising from its liability as the producer of the delivery items, which in particular also covers recall costs. With regard to the amount of damage covered, a sum appropriate to the risk in the specific case shall be agreed, unless a specific minimum sum insured has been contractually agreed between the parties. The service provider is obliged to provide evidence of sufficient insurance cover at our request by submitting suitable documents.

§ 11 Acceptance

1. In the case of work performance that requires acceptance and in cases where we have agreed on acceptance with the service provider, the following shall apply: Acceptance shall take place after completion of the entire service. Acceptance can only take place as formal acceptance. The service provider must request acceptance from us in good time. We are obliged to accept the service if the conditions for acceptance are met.
2. Acceptance cannot be refused on the grounds of minor defects. If we do not declare acceptance within the specified period, the service provider may set us a reasonable deadline for submitting the declaration. The respective result shall be deemed accepted upon expiry of the deadline if we neither declare acceptance in writing within the set deadline nor inform the service provider in writing of any defects that still need to be remedied; however, this legal consequence shall only apply if the service provider has informed us of the consequences of a non-declared acceptance or an acceptance refused without specifying defects when setting the deadline; The notification must be made in writing.



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3. We are entitled to assert rights in respect of defects even before acceptance.
4. There is no entitlement to partial acceptance.
5. Remuneration is due for payment within 30 days of acceptance and delivery of the contractual products and written invoicing by the service provider.
6. The agreed remuneration covers all services necessary for the proper, complete and timely execution of the work. It also covers all other costs incurred by us in fulfilling our contractual obligations.

§ 12 Rights of withdrawal in cases of force majeure

If, due to events of force majeure, in particular epidemics or pandemics, industrial disputes, operational disruptions through no fault of our own, unrest, official measures or other unavoidable events occurring after the conclusion of the contract, without our fault, significantly reduce the demand for the ordered goods, we may withdraw from the contract in whole or in part or demand performance at a later date, without the service provider being entitled to any claims against us, provided that the events described are of not insignificant duration.

§ 13 Property rights, right of use

1. The service provider guarantees that no third-party rights are infringed in connection with its delivery, unless it is not responsible for the infringement.
2. If claims are made against us by third parties as a result, the service provider is obliged to indemnify us against the third party's claims upon first written request, unless he is not responsible for the infringement.
3. If claims are made against us by a third party for alleged infringement of domestic property rights or property rights protected in the EU or a member state of the EU or property rights in the country of destination of the delivery or service, insofar as this is known to the service provider, the service provider is obliged to indemnify us against these claims, unless he is not responsible for the infringement of property rights. The obligation to indemnify shall cover all expenses necessarily incurred as a result of or in connection with the claim by a third party.



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4. If the service provider already owns industrial property rights to the ordered deliveries or services or to processes for their manufacture, these must be communicated to us on request, stating the relevant registration number. We shall receive a temporally unlimited, free, non-exclusive right of use to the extent necessary to achieve the contractually agreed purpose.
5. We shall have exclusive rights to any industrial property rights and other property rights arising in connection with the execution of the order. If, in exceptional cases, these rights arise for the service provider due to mandatory statutory provisions, the service provider shall grant us the right to use the results of the order free of charge, exclusively and without restriction in terms of location, time and subject matter.
6. If the service provider already owns industrial property rights to the ordered deliveries or services or to processes for their manufacture, these must be communicated to us on request, stating the relevant registration number, and we shall receive a time-unlimited, free, non-exclusive right of use.
7. If the service provider is obliged to deliver documents in fulfilment of the order, the service provider must hand these over to us and transfer ownership of them on the due date; the service provider shall have no right of retention.
8. We shall receive the irrevocable, exclusive, geographically unrestricted, free of charge and transferable right in rem to use all copyright-protected work results of the service provider that have been created in the course of the execution of the contract, at the time of their creation, on a permanent basis, to use the work results for all purposes, including those not yet known types of use, in particular to reproduce them, make them accessible on the Internet, further develop or modify them.

§ 14 Ownership of items, retention of title

1. All items, such as tools, presentation pieces, samples or models, which have been handed over to the service provider remain our property. The service provider undertakes to maintain strict confidentiality in this regard and to return them immediately if we so request. Transfer to third parties or use for own purposes (with the exception of the provision of services for us) is not permitted.



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2. Items manufactured at our expense (e.g. moulds, tools, devices) shall be transferred to us by the service provider upon completion of its service or dispatch of its delivery. We accept the transfer of ownership. If the items remain with the service provider, they shall become our property upon creation by the service provider, even without immediate transfer of possession. The transfer is replaced by the items being loaned to the service provider for the execution of the order. Changes to this may only be made with our written consent. The service provider shall be liable within the scope of the existing relationship of possession for any damage and/or loss in accordance with the statutory provisions.
3. If we contribute to the production costs of such items, the service provider shall transfer co-ownership to us in proportion to our contribution to the total production costs. We accept the transfer of ownership. The service provider is only entitled to use the production facilities, tools or models encumbered with our co-ownership for the benefit of other customers with our written consent.
4. The transfer of ownership of the goods to us by the service provider must take place unconditionally and regardless of the payment of the price. However, if, in individual cases, we accept an offer of transfer of ownership by the service provider conditional upon payment of the purchase price, the service provider's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorised to resell the goods even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, simple retention of title extended to resale applies). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing.
5. If we provide the service provider with models, samples, production equipment, tools, measuring and testing equipment, drawings, work specification sheets, print templates or other materials to be provided within the scope of a delivery/service, these remain our property. They shall be stored by the service provider with the care of a prudent businessman, free of charge and separately from other items in his possession, marked as our property and used by the service provider only for the



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fulfilment of our delivery/service. Models and tools made available to the service provider shall be insured by the service provider at its own expense against disasters such as fire, water, theft and loss.

§ 15 CE declaration of conformity, manufacturer's/origin declaration, certificates/approvals

1. Delivery items must comply with all regulations, directives and standards applicable to the respective goods and be delivered with the prescribed certificates and confirmations. If a manufacturer's declaration or a declaration of conformity (CE) is required for the goods, the service provider must prepare this and make it available immediately at its own expense upon request.
2. Delivery items are not subject to any export or boycott restrictions and, in particular, are not covered by Annex I of the EC Dual-Use Regulation. If the delivery items are to be transported abroad by us, the service provider is obliged to provide us with the relevant documents for submission to the Federal Office of Economics and Export Control (BAFA) upon request.
3. If the delivery and service include delivery items that are subject to authorisation in accordance with the export list/ECCN, the service provider must notify us of this separately or via the order confirmation.
4. The service provider is obliged to enclose a declaration of origin with each delivery.

§ 16 Confidentiality

1. During the term of the contract, the service provider undertakes to keep confidential all information made available to it in connection with the contract that is designated as confidential or is recognisable as a business or trade secret due to other circumstances, especially technical and economic information, and not to record, pass on to third parties or exploit in any way, unless expressly approved in writing in advance or necessary to achieve the purpose of the contract. This confidentiality obligation shall remain in force for a further five years after the complete fulfilment or termination of the contract.



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2. The obligations under clause 1 shall also apply to trade secrets within the meaning of § 2 clause 1 GeschGehG.
3. The service provider undertakes to protect trade secrets within the meaning of Section 2 (1) GeschGehG and other confidential information from being obtained by third parties by taking appropriate confidentiality measures in accordance with the circumstances. The confidentiality measures must at least correspond to the customary standard of care () and the level of protection that the service provider applies to its own trade secrets of the same category.
4. This does not apply to information
 - which was already known to the service provider before the start of the contract negotiations or which is communicated by third parties as non-confidential, provided that they do not themselves violate confidentiality obligations;
 - which the Service Provider has developed independently;
 - which is or becomes publicly known through no fault or involvement of the Service Provider; or
 - which must be disclosed due to legal obligations or official or court orders.

If the service provider invokes one of the above exceptions, it is incumbent upon them to prove that the conditions are met.

In the latter case, the service provider must inform us immediately before disclosure. Further legal obligations regarding confidentiality remain unaffected.
5. The service provider is not entitled to obtain trade secrets or other confidential information by observing, examining, dismantling or testing a product or object within the meaning of Section 3 (1) GeschGehG ("reverse engineering") if the product or object has not been made publicly available.

Section 17 Place of performance, place of jurisdiction, applicable law

1. The place of performance is our registered office in Hohentengen, Germany.
2. The exclusive place of jurisdiction for all disputes arising between the parties from the contractual relationship is the Ravensburg Regional Court, insofar as the customer is a merchant, a legal entity under public law or a special fund under public



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law, or the customer does not have a general place of jurisdiction in the Federal Republic of Germany or has moved their place of jurisdiction abroad. As an exception to this, we are also entitled to take legal action against the customer at their general place of jurisdiction (). A merchant is any entrepreneur who is entered in the commercial register or who operates a commercial business and requires a commercially organised business operation. The customer has their general place of jurisdiction abroad if they have their place of business abroad.

3. The law of the Federal Republic of Germany applies; the validity of the UN Convention on Contracts for the International Sale of Goods is excluded.
4. Should any of the above provisions be or become invalid, the validity of the other provisions shall remain unaffected.



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