

General Terms of Sale and Delivery
of Liveo Research GmbH with its registered office at Radebeulstraße 1,
79219 Staufen – Deutschland
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1. General, Scope of Application

- 1.1 Sales, deliveries and other services by Liveo Research GmbH („Liveo“) to customers named in Section 1.2 shall be made exclusively on the basis of these General Terms of Sale and Delivery („Terms of Delivery“), which shall be accepted by the customer by the placing of an order or the receipt of delivery. Unless agreed otherwise, these Terms of Delivery serve as a framework agreement (§ 305 para. 3 German Civil Code (*Bürgerliches Gesetzbuch*)) and also apply to future contracts in the meaning of Section 1.1 sentence 1 with the same customer without Liveo having to refer to them in each individual case. Liveo's Terms of Delivery shall apply exclusively. Conflicting, deviating or supplementary terms and conditions of the customer are hereby rejected and shall not become part of the contract unless Liveo expressly agrees to their applicability.
- 1.2 The Terms of Delivery shall only apply where the customer is an entrepreneur within the meaning of § 14 German Civil Code (*Bürgerliches Gesetzbuch*), a legal entity under public law or a special public fund (*öffentlich-rechtliches Sondervermögen*).

2. Conclusion, Content of the Contract

- 2.1 Our quotations are non-binding unless they are expressly marked as binding or they contain a binding deadline by which an offer must be accepted. A contract shall not become effective until it has been expressly confirmed by Liveo in a written confirmation of order and shall be governed exclusively by the contents of the confirmation of order and these Terms of Delivery. Individual agreements with the customer take precedence over these Terms of Delivery (§ 305b German Civil Code (*Bürgerliches Gesetzbuch*)). With regard to the content of such agreements, a written contract or Liveo's written confirmation shall be decisive.
- 2.2 Any statements and information which the customer sends after the contract has been concluded and which are of legal relevance (e.g. deadlines, reminders, declaration of withdrawal or reduction) are valid only if they comply with written-form requirements (e.g. letter, email, facsimile). Statutory mandatory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
- 2.3 References to the applicability of statutory provisions shall only have clarifying significance. The statutory provisions shall also apply without such reference, unless they are amended or excluded in these Terms of Delivery.
- 2.4 Information provided in sales catalogues, price lists, brochures and any other informative literature provided by Liveo to the customer as well as any other descriptions of the goods to be delivered („Goods“) shall under no circumstances constitute a guarantee for any specific quality of the Goods; such specific guarantees must explicitly be agreed in writing. Other than procurement risks and guarantees expressly agreed upon, there are no risk assumptions or guarantees whatsoever. Liveo's suppliers/subcontractors are not vicarious agents within the meaning of § 278 German Civil Code (*Bürgerliches Gesetzbuch*).

3. Reservation of rights, confidentiality, right of modification

- 3.1 Liveo reserves all title to, and copyright and intellectual property rights in all documents and materials and other items furnished to the customer by Liveo, in particular offers, catalogues, price lists, quotes, plans, sketches, images, product descriptions, manuals and prototypes/samples and/or other physical and/or electronic documents, information and material. Reverse engineering is prohibited. The customer may not exploit, use, copy or modify the aforementioned items or make them or their content available to third parties or own employees not involved. If such documents or other information are marked as confidential or, in the absence of such marking or designation, if from the nature of the information and the specific circumstances and manner of its disclosure it would be apparent beyond a reasonable doubt to an objective recipient exercising the care of a prudent business person that this information is not generally known or readily accessible, either as a whole or in the precise arrangement and composition of its components, to persons that normally deal with this type of information and is therefore of commercial value, they have to be treated as confidential, kept confidential from third parties and may solely be used for the contractually permitted purposes and must be returned to Liveo in their entirety after completion/termination of the contract; any copies (including digital copies) must be destroyed/deleted, unless they are still required for compliance with statutory records retention duties. At Liveo's request, the customer shall confirm that it has returned, destroyed or deleted all documents, materials and items, or show which of the aforementioned documents, materials or items are still thought to be required and on what grounds. The duty to keep confidential shall only expire if and insofar as the knowledge contained in the documents and items handed over becomes part of the public domain.
- 3.2 Liveo retains the right to modify the design and material to the extent the agreed function and optical appearance is not changed hereby and the modifications are acceptable for the Customer. Any further modifications require the Customer's consent.

4. Delivery and Performance Periods and Dates

- 4.1 Any delivery times or dates which Liveo has indicated for supplies and services (delivery and performance periods) are only binding if they have been expressly confirmed by Liveo.
- 4.2 Any agreed delivery and performance periods shall commence upon conclusion of the contract, however, they will be extended automatically by an appropriate period if the customer does not fulfil its contractual (also unwritten) obligations to cooperate or other obligations. In particular, the customer is responsible for providing Liveo promptly and in the correct format with all documents, information and items which it is required to provide, to timely provide any necessary approvals and fully clarify and answer any product-related questions to be answered by the customer and to provide details of the required performance to be provided by the customer, in particular the required equipment of the delivery item.
- 4.3 Delivery and performance periods are deemed complied with if the customer has received Liveo's dispatch notice/notice that goods are ready for collection by that date or – if shipping is agreed – if Liveo has handed over the goods to the carrier or freight company or, in case of non-appearance or non-punctual appearance of the carrier or freight company, could have handed over the goods. If delivery is delayed due to reasons for which Liveo is responsible, Liveo shall only be liable to the extent specified under Section 9.
- 4.4 If Liveo can see that a delivery and performance period cannot be met, Liveo will inform the customer accordingly without undue delay, providing indication of the probable new delivery time.
- 4.5 Liveo shall not be liable for delay or impossibility insofar as they are due to a force majeure or other event beyond Liveo's control which was not foreseeable at the time the contract was entered into (e.g., disruptions to operations of any kind, fire, natural disasters, epidemics, pandemics, weather events,

floods, war, riots, acts of terrorism, transport delays, strikes, lawful lock-outs, a shortage of workers, a shortage of energy or raw materials, delays in the issue of requisite regulatory approvals, regulatory action/sovereign acts). Failure by Liveo's suppliers to supply Liveo on time, correctly or at all, shall constitute such an event if Liveo is not at fault for the failure and a corresponding supply commitment with Liveo's supplier was in place at the time the contract was entered into. This also applies if Liveo entered into such corresponding supply commitment without undue delay after concluding the contract with the customer. If Liveo becomes aware of an event in the aforementioned sense, Liveo will inform the customer immediately. The delivery and performance periods shall be extended automatically by the duration of the occurrence of such event plus a reasonable start-up period. If such events make the provision of the contractually agreed performance significantly more difficult or impossible and are not only of temporary duration, i.e. last longer than three months, both contracting parties are entitled to withdraw from the contract.

- 4.6 If the customer is in default of acceptance, fails to cooperate as required or if Liveo's performance is delayed for other reasons for which the customer is responsible, Liveo is entitled to demand compensation for the damage including additional expenditure which Liveo incurs as a result of this. For storage on Liveo's premises, a storage fee will be charged at the customary local rate.
- 4.7 If Liveo is in delay with the delivery or performance as a result of negligence, the compensation for damages due to the delay in delivery or performance, which can be claimed in addition to the delivery/performance, is limited to 0.75% of the value of the delivery/performance for each completed week of delay, but to a maximum of 5% of the value of the delivery/performance. Liveo reserves the right to prove that the customer has not suffered any damage or that the damage is significantly less than the aforementioned fixed rate. If the customer claims damages instead of delivery or performance in the aforementioned cases, this claim for damages is limited to 15% of the delivery/performance value. The limitations of liability according to the above sentences 1 and 2 shall not apply in the event of delay due to gross negligence, nor in the event of injury to life, body or health, nor in the event of a transaction where time is of the essence (*Fixgeschäft*), i.e. in the event of a transaction in which the transaction stands or falls with the observance of the fixed time of performance. In addition, any liability of Liveo shall be limited in accordance with Section 9, if Liveo is in default with a delivery or performance or if it becomes impossible, regardless of the reason.
- 4.8 Liveo's statutory rights, in particular regarding the exclusion of Liveo's obligation to perform (e.g. due to final or temporary impossibility or unreasonableness of performance and/or subsequent performance) and in the event of default of acceptance or performance by the customer, shall remain unaffected.

5. Scope of Delivery, Shipment, Passing of Risk, Transport Insurance

- 5.1 Liveo is entitled to render part performance, if (a) part performance is suitable for the contractually intended use, (b) rendering of the remaining performance is secured and (c) the customer does not face significant additional cost or Liveo agrees to bear these costs.
- 5.2 Unless otherwise agreed, all shipments are made EXW Incoterms (2020) from warehouse, which is also the place of performance. Notwithstanding this and only if agreed with the customer, Liveo will ship the goods to the place of destination stipulated by the customer (*Versendungskauf*) at the customer's expense. Unless otherwise agreed, Liveo is entitled to specify the type of shipment, the freight company and the packaging at Liveo's due discretion.
- 5.3 Risk shall pass to the customer upon the customer's receipt of Liveo's dispatch notice or at the latest when the goods are handed over to the carrier or freight company or other person responsible for transportation. This also applies if partial deliveries are made and/or the costs of transport or shipping are borne by Liveo due to a special agreement. Insofar as an acceptance (*Abnahme*) has to take place, this shall be decisive for the transfer of risk.

5.5 A transport insurance shall be taken out only upon request and at the expense of the customer.

6. Prices

6.1 Unless agreed otherwise, all prices are EXW Incoterms 2020 from warehouse and are exclusive of packaging, shipping, insurance as well as tax and other duties related to the delivery.

6.2 The statutory sales tax is not included in Liveo's prices; it will be shown separately on the invoice at the statutory rate.

7. Payment Terms, Credit Standing of Customer

7.1 Unless agreed otherwise, invoices by Liveo shall be due for payment by the customer without any deductions within 14 days from the date of invoice and delivery of the goods. Delivery shall mean arrival at the customer of Liveo's dispatch notice/notice that goods are ready for collection or, if shipment has been agreed, handover of the goods to the carrier or freight company or other person responsible for transportation. Payment shall only be deemed to have been effected once Liveo is able to dispose of the full amount (receipt of payment).

7.2 Liveo shall be entitled to issue separate invoices for partial deliveries and/or partial performance as defined in Section 5.1.

7.3 Any payment shall be made without deduction and in Euro (€) by bank transfer to the bank account specified in Liveo's invoice.

7.4 The customer may only exercise a right of set-off and a right of retention if its counterclaim is either undisputed, ripe for adjudication or have been declared final and binding by a court of law or, in the case of set-off, is in a reciprocal relationship to Liveo's claim against which the customer is setting off or, in the case of exercising a right of retention, is based on the same contractual relationship as Liveo's claim against which the customer is exercising its right of retention.

7.5 If the customer is in default of payment, Liveo shall be entitled, irrespective of any other remedies it may have, to demand default interest in the amount of 9 percentage points above the respective base interest rate p.a. Furthermore, Liveo is entitled to payment of a lump sum in the amount of EUR 40.00 in the event of default in payment of a payment claim. This also applies if the payment claim is a partial payment or other installment payment. The assertion of further damage caused by default shall remain unaffected. The default lump sum in the amount of EUR 40.00 shall be credited against a claim for damages owed, insofar as the damage is justified in costs of legal prosecution.

7.6 If, after conclusion for the contract, Liveo learns of circumstances (e.g. insolvency petition of or against the customer) that justify reasonable doubt as regards the customer's solvency or credit standing and due to which Liveo's payment claim under the contract may be jeopardized, Liveo shall be entitled to perform outstanding deliveries and/or render performance under this contract only if the customer makes prepayment or furnishes a security and the customer has paid any other amounts due under the business relationship that are economically related to the contract. Furthermore, Liveo shall be entitled to rescind the contract in full or in part and to request damages unless the customer has fulfilled its obligations mentioned in sentence 1 above within a reasonable time period set by Liveo. In the case of contracts for the manufacture of unjustifiable items (custom-made products), Liveo may declare withdrawal immediately. This does not affect the statutory provisions on the dispensability of setting a deadline, § 321 German Civil Code (*Bürgerliches Gesetzbuch*) and the other provisions of this Section 7.

7.7 Unless agreed otherwise, any payments by the customer received by Liveo shall redeem the customer's debts in the order of their due date according to Section 7.1.

8. Defectiveness, Notice of Defect, Duty to Inspect the Goods, Customer's Rights in case of Defects

- 8.1 The relevant statutory provisions shall govern the customer's rights in the case of defects in quality and defects of title (including wrong delivery and short delivery as well as faulty assembly or faulty assembly instructions), unless otherwise stipulated below. In all cases, the special statutory provisions of the supplier's recourse shall remain unaffected, unless the defective goods have been further processed by the customer or another entrepreneur, e.g., by installation in another product, and only insofar as an equivalent compensation has not been agreed otherwise.
- 8.2 Liveo only warrants that the goods have the quality expressly agreed upon at the time of the conclusion of the contract and that they are suitable for the use expressly agreed upon in the contract (e.g. in the product specifications or the product description). Insofar as requirements regarding a specific feature of the goods have been agreed, this excludes other requirements related to the feature, even if these would correspond to the objective requirements for the subject matter of the contract. Public statements, recommendations or advertising by Liveo do not constitute a contractual quality of the goods. Liveo assumes no liability for public statements by third parties (e.g., advertising statements).
- 8.3 Unless acceptance has been expressly agreed, the customer's claims for defects shall be subject to the condition that the customer has complied with its statutory obligations to inspect the goods and to give notice of defects (§§ 377, 381 German Commercial Code (*Handelsgesetzbuch*)). If a defect becomes apparent upon delivery, inspection or at any later point in time, Liveo must be notified of this immediately in writing (stating the order and item number, the designation of the defective goods and – if possible – photographic documentation of the defect). In any case, obvious defects must be reported in writing within 7 working days from delivery and defects that are not visible during the inspection after delivery must be reported within the same period from discovery. The inspection after delivery of the goods must not be limited to external appearances and delivery papers. It must also adequately cover quality and functionality. In the case of goods intended for installation or other processing, the inspection must take place prior to these steps; it is the customer's responsibility to refrain from these steps in the event that defects are found. If the customer fails to properly inspect and/or report defects, Liveo's warranty obligation and liability for the defect not reported or not reported in a timely or proper manner shall be excluded in accordance with the statutory provisions. § 442 German Civil Code (*Bürgerliches Gesetzbuch*) remains unaffected. None of Liveo's statements, actions or omissions shall be construed as a waiver of the requirements and legal consequences of §§ 377, 381 para. 2 German Commercial Code (*Handelsgesetzbuch*) and/or this Section 8.3.
- 8.4 If the delivered goods are defective, Liveo shall be entitled to choose to provide subsequent fulfilment by remedying the defect (rectification) or by delivering of a defect-free replacement (subsequent delivery). Liveo's right to refuse subsequent performance under the statutory conditions remains unaffected.
- 8.5 Liveo has the right to make subsequent fulfilment dependent on the customer paying the due purchase price, whereby the customer has the right to withhold a proportion of the payment commensurate with the defect until completion of the subsequent fulfilment.
- 8.6 In any event, the customer must allow Liveo the time and the opportunity needed for subsequent fulfilment, in particular it must handover the goods concerned for examination purposes. If Liveo supplies a replacement, the customer must return the defective goods as provided for by statute. Subsequent fulfilment shall not include the removal of the defective goods or the re-installation of the defect-free goods if Liveo's original obligations did not include installation.
- 8.7 Liveo shall bear or refund to the customer the necessary costs of examination and subsequent fulfilment, in particular the costs of transport, travel expenses, work and materials pursuant to statutory provisions,

if there is actually a defect. If a demand from the customer for subsequent fulfilment turns out to be unjustified, Liveo can demand that the customer refunds the costs incurred hereby (in particular examination and transportation costs), unless the lack of defectiveness was not recognizable to the customer.

- 8.8 If subsequent fulfilment has failed or is impossible or if the customer has set a reasonable deadline for subsequent fulfilment and such deadline has expired without success or if there is no statutory obligation to set a subsequent fulfilment deadline, the customer may decide either to withdraw from the contract or to reduce the purchase price. However, the customer may not withdraw from the contract if the defect is immaterial.
- 8.9 The customer may only withdraw from or terminate the contract owing to a breach of duty on Liveo's part which is not attributable to a defect in the goods if responsibility for the breach of duty lies with Liveo. The customer does not have the right to terminate the contract (particularly not pursuant to §§ 651, 649 German Civil Code (*Bürgerliches Gesetzbuch*)).
- 8.10 Claims by the customer for damages or reimbursement of futile expenses in the case of defects shall only exist in accordance with Section 9 and are otherwise excluded.

9. Liability, Damages

- 9.1 Unless otherwise set out in these Terms of Delivery including the following provisions, Liveo shall be liable for a breach of contractual and non-contractual duties as provided for by statute.
- 9.2 Liveo shall be liable for damages – irrespective of the legal basis – within the scope of fault liability in the event of intent and gross negligence (*grobe Fahrlässigkeit*). In the case of negligence (*einfache Fahrlässigkeit*) or slightly negligent (*leicht fahrlässige*) breaches of duty, Liveo is liable, subject to a milder standard of liability in accordance with the statutory provisions (e.g., for care in own affairs) only
- a) for damages arising from injury to life, body or health,
 - b) for damages from the not insignificant breach of a material contractual duty (duty, which must necessarily be fulfilled to enable the proper performance of the contract, and whose compliance the customer would usually rely and be entitled to rely); in such cases, Liveo's liability is limited to the loss or damage that was reasonably foreseeable at the time the contract was entered into.
- 9.3 The limitations of liability resulting from Section 9.2 shall also apply to breaches of duty by or in favor of persons whose fault Liveo is responsible for according to the statutory provisions (legal representatives and vicarious agents of Liveo). They do not apply insofar as Liveo has fraudulently concealed a defect or has assumed a guarantee – which may carry liability for compensation – for the quality of the goods or a procurement risk and for claims of the customer based on a mandatory statutory liability of Liveo, in particular according to the German Product Liability Act (*Produkthaftungsgesetz*) as well as in the case of data protection violations (cf. Section 13.2 on the limitation of liability in the case of data protection violations).

10. Limitation period

Notwithstanding § 438 para. 1 no. 3 German Civil Code (*Bürgerliches Gesetzbuch*), the limitation period for claims – including non-contractual claims – for quality defects and defects in title shall be one (1) year from delivery. This shall not apply in the case of intentional or grossly negligent breach of duty, for damages arising from injury to life, body or health, in the case of fraudulent concealment of a defect and/or in the case of mandatory statutory liability; in these cases, the statutory limitation period shall apply in each case. If acceptance has been agreed, the limitation period shall commence upon acceptance. Special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1,

para. 3, § 444 as well as § 478 para. 2 in conjunction with § 445 b German Civil Code (*Bürgerliches Gesetzbuch*)) remain unaffected.

11. Retention of title

- 11.1 Liveo retains title to the delivery goods until full payment of all claims arising from the respective contractual relationship with the customer as well as all other claims of Liveo against the customer from deliveries and performances existing at the time of the respective conclusion of the contract, including outstanding balance receivables from current account (referred to collectively as „secured receivables“).
- 11.2 The customer shall keep the goods covered by retention of title („reserved goods“) for the duration of the retention of title on Liveo's behalf free of charge, insure them sufficiently at its own cost against fire, water damage, theft or other loss and damage at reinstatement value and treat them carefully. In the event of an application to open insolvency proceedings against the customer's assets and/or in the event of seizure, confiscation, damage and loss of the reserved goods, the customer must make Liveo's position as owner clear and inform Liveo in writing without undue delay.
- 11.3 Until revoked the customer has the right to use, process/alter, combine, mix and/or sell the reserved goods in the proper course of business until the realization. Realization means that Liveo withdraws from the contract because the customer has acted contrary to the contract – in particular if the customer is in default with payment – under statutory requirements. However, the customer is not entitled to pledge the reserved goods to third parties, to transfer title in them as security or to make other dispositions that endanger Liveo's ownership of the reserved goods. The customer hereby assigns its claims against its customers from remuneration from resale of the reserved goods and those claims of the customer in respect of the reserved goods arising from any other reason against its customers or third parties (in particular claims from tortious acts and claims from insurance payments) including any outstanding balance receivables from current account to Liveo as security; in the event that Liveo has co-title in the reserved goods assignment shall refer to Liveo's pro rata co-ownership share. Liveo hereby accepts this assignment. The prohibitions of this Section 11.3 sentence 3 shall apply accordingly to the claims assigned to Liveo.
- 11.4 The customer is revocably authorized to collect the claims assigned to Liveo in trust for Liveo under its own name. This has no effect on Liveo's right to collect such claims itself. However, Liveo will not collect such claims itself and will not revoke the customer's authorization to collect as long as the customer duly meets its payment obligations to Liveo (and in particular does not fall into default with payment), as long an application has not been filed for insolvency proceedings in respect of the customer's assets and as long as the customer is not unable to perform (§ 321 para. 1 sentence 2 German Civil Code (*Bürgerliches Gesetzbuch*)). If any of the aforementioned scenarios occurs, Liveo may revoke the customer's authorization to collect and demand that the customer informs Liveo of the claims assigned and the respective debtor, that it informs the respective debtors of the assignment (which Liveo may also do at its discretion) and release to Liveo whatever documents and provide Liveo with whatever information/data Liveo needs to assert the claims.
- 11.5 If Liveo withdraws from the contract because the customer has acted contrary to the contract – in particular if the customer is in default with payment – under statutory requirements (realization) Liveo has the right to demand that the customer releases the reserved goods. Such request for release of the reserved goods shall constitute a declaration of withdrawal from the contract; if Liveo pledges the reserved goods this shall also constitute a declaration of withdrawal from the contract. All transport costs which arise in connection with Liveo taking back the reserved goods shall be borne by the customer. Liveo may realize reserved goods taken back. The realization proceeds less a reasonable amount for the costs of the realization shall be offset against the amount owed by the customer to Liveo.

- 11.6 If reserved goods are processed or altered such processing or altering will always be carried out for Liveo as manufacturers in Liveo's name and for Liveo's account. Liveo will directly acquire title or – if processing or altering makes use of materials belonging to two or more owners – pro rata co-title in the newly created item commensurate with the ratio of the value of the reserved goods (gross invoice value) to the value of the other processed/altered items/materials at the time of such processing/altering. The customer herewith transfers its future ownership or co-ownership in the ratio set out above in the newly created item as security to cover the eventuality that Liveo does not for some reason acquire ownership or co-ownership. Liveo hereby accepts such transfer. In all other respects, the same shall apply to the item created by processing/altering as to the delivery items covered by retention of title.
- 11.7 If the reserved goods are combined or mixed with items which do not belong to Liveo, Liveo will acquire pro rata co-title in the newly created item commensurate with the ratio of the value of the reserved goods (gross invoice value) to the value of the other combined, mixed items/materials at the time of such combining/mixing. If the reserved goods constitute the principal item, then Liveo acquires sole title. If one of the other items must be regarded as the principal item, to the extent that the principal item belongs to the customer, it is agreed that the customer transfers to Liveo pro rata co-title in the complete item in the above stated ratio. The same shall apply if the reserved goods are connected to a plot of land or building in such a way that they become an integral part of the land or building. Liveo herewith accepts this transfer. The customer shall keep the goods Liveo owns or co-owns free of charge. In all other respects, the same shall apply to the item created by combining/mixing as to the delivery items covered by retention of title.
- 11.8 If the realizable value of the reserved goods granted to Liveo in accordance with the aforementioned provisions exceeds the value of the secured receivables against the customer not only temporarily by more than 10%, Liveo shall release reserved goods to this extent at its own discretion at the customer's request. The aforementioned cover limit of 110% shall be increased by the VAT amount insofar as Liveo is charged VAT on the realization of the reserved goods, which arises from a value added tax delivery by the customer to Liveo.

12. Warranty for third-party property rights

- 1.1 Liveo warrants subject to this Section 12 that the goods are free of property rights and copyrights of third parties in the countries of the European Union and countries in which Liveo manufactures or has manufactured the goods. Each party shall inform the other without undue delay in writing if claims are asserted against it owing to the infringement of such rights.
- 1.2 Claims of the customer arising from infringement of third-party property rights or copyrights are excluded if the infringement is attributable to a directive issued by the customer, a modification initiated by the customer or use of the goods by the customer in a manner which is inconsistent with the contract.
- 1.3 If the goods infringe a property right or copyright of a third party Liveo will modify or replace the goods at Liveo's discretion and at Liveo's own cost such that the third-party rights are no longer infringed, the goods continue to satisfy the contractually agreed functions or such that the customer is granted the right to use the goods by concluding a license agreement. If Liveo does not manage to do this within a reasonable period, the customer may withdraw from the contract or make a reasonable reduction to the purchase price.
- 1.4 If products supplied by Liveo which Liveo has sourced from other manufacturers or suppliers infringe third party rights Liveo will either assert its warranty claims against such manufacturers and suppliers for the customer's account or assign them to the customer, as Liveo sees fit.
- 1.5 Claims for compensation are only possible subject to Section 9 of these Terms of Delivery.

13. Privacy Policy

- 13.1 Liveo shall collect, process or use personal data only within the scope of data protection regulations. For details, please refer to the Privacy Policy of Liveo, which you can access under <https://www.Liveosolutions.com/en/data-privacy> or request from Liveo at any time.
- 13.2 Unless otherwise provided in these Terms of Delivery, Liveo shall be liable for infringement of data protection in accordance with the statutory provisions. Liveo shall be liable for damages within the scope of fault liability in the event of intent and gross negligence (*grobe Fahrlässigkeit*). In the case of negligence (*einfache Fahrlässigkeit*) Liveo is liable, subject to a milder standard of liability in accordance with the statutory provisions (e.g., for care in own affairs) only
- a) for damages arising from injury to life, body or health,
 - b) for damages from the not insignificant breach of a material contractual duty (duty, which must necessarily be fulfilled to enable the proper performance of the contract, and whose compliance the customer would usually rely and be entitled to rely); in such cases, Liveo's liability is limited to the loss or damage that was reasonably foreseeable at the time the contract was entered into.
- 13.3 The limitations of liability resulting from Section 13.2 shall also apply to breaches of duty by or in favor of persons whose fault Liveo is responsible for according to the statutory provisions.

14. Legal Venue, Applicable Law

- 14.1 The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from these Terms of Delivery or the contractual relationship between Liveo and the customer or in connection therewith is the registered office of Liveo. Notwithstanding sentence 1, Liveo is also entitled to sue the customer before the courts at the customer's registered office.
- 14.2 These Terms of Delivery as well as the contractual relationship of the contractual parties shall be governed solely by the laws of the Federal Republic of Germany. The Un Convention on the International Ale of Goods (CISG) and other international uniform law shall not apply.
- 14.3 Mandatory statutory provisions, in particular regarding exclusive places of jurisdiction, shall remain unaffected.

15. Final Provisions

- 15.1 If one or several provisions of the contract including these Terms of Delivery have not become an integral part of the contract or are or become void, invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of the contract including these Terms of Delivery.
- 15.2 In such case, the contracting parties undertake to replace the void, invalid or unenforceable provision by such valid and enforceable provision that comes closest to the intended economic purpose of the original provision. The same shall apply if the contract is incomplete. In this case, the parties shall endeavor to negotiate an agreement with the content on which they would have agreed in terms of the Terms of Delivery if the gap/incompleteness had been known at the time of conclusion of the contract.