

GENERAL SALES AND DELIVERY TERMS – SSI SCHÄFER GROUP

Section 1 Subject of the Contract

(1) This terms and conditions govern the planning, delivery, and/or installation works provided by SSI as prescribed in SSI's Quotation ("Quotation" / "Contract") to the Customer at the location (the "Site") SSI as described in the Quotation (Annex 1) and in the technical specification as specify therein (the "**Works**").

SSI shall perform the Works pursuant to the provisions of the Quotation. The following documents, in the specified order of precedence, shall form the basis for implementation/performance and are integral parts of this Contract:

1. this General Sales and Delivery Terms

2. Annex 1: SSI's Quotation

(2) The stated order of the parts of this Contract also defines their priority in case of contradictions, inconsistencies, and ambiguities that may arise between the parts of this Contract. There is only a contradiction, if the requirements and/or works have different definitions in the parts of the Contract.

(3) Our deliveries and services are based exclusively on these conditions, in the absence of separate contractual agreements in written form, excluding the validity of the buyer's terms of business, unless these have been expressly accepted.

(4) All quotations are non-binding unless explicitly stated as binding.

(5). Orders become only binding upon our order confirmation.

(6) Verbal explanations from our staff, subcontractors or other representatives only form part of the contract upon written confirmation.

(7) Should any individual clause be, or become, ineffective, the effectiveness of the remaining clauses shall remain unaffected.

Section 2 Purchaser's obligations and SSI's obligations

(1) SSI must check the drawings and other documents provided for performing the Works, including those provided by specialist engineers, to the extent that they are relevant for the Works. Any inconsistencies discovered

during checking must be reported to the Purchaser in writing.

(2) The Purchaser reserves the right to request changes to the design. Any costs that may arise in this regard shall be borne by the Purchaser.

(3) To ensure that SSI can fulfill its obligations under this Contract, the Purchaser must have fulfilled the following obligations, always subject to the reservation that the proper and on-time fulfillment of the above conditions by the Purchaser in accordance with the project schedule (the "**Schedule**") shall be treated as a precondition by SSI for the fulfillment of its contractual obligations:

- All accurate and final building layouts, including building technology must be provided, prior to the first delivery.

- All Contractor layouts must be checked and approved with regard to escape routes, permitted loads, required passageways, and other local safety provisions, prior to the first delivery.

- SSI must be granted unrestricted access to and egress from the Site, which must be suitable, in accordance with the Schedule, for SSI's purposes under this Contract, prior to the first delivery and 24 hours a day (including during the night), throughout the period of the project.

- The floor slab must be handed over to SSI, which must be capable of supporting the loads specified by SSI, prior to the first delivery.

- Continuous supply of utilities, e.g., water, gas, telecommunication, heat, compressed air, electricity, and LAN and WLAN internet network connection, must be guaranteed free of charge for SSI starting from the day of the first delivery and throughout the period of the project thereafter.

- The availability of a sufficient number of mobile cranes, forklifts and a sufficient number of unskilled employees at the location during the installation period of the project must be ensured.

- Operating, technical, and support personnel from the Purchaser must be provided during the testing, commissioning and acceptance phases.

(4) Permits: The Purchaser warrants

and undertakes to obtain, prior to shipment of the delivery items to the location, all licenses, permits (e.g., building permit, operating permit), business visas, consents, sheets, and approvals that are required as per the applicable laws, rules, regulations, and orders (including those from local and other authorities) and/or laws that are required for SSI to be able to perform the Works at the Site.

(5) Environment: To comply with applicable legislation relating to toxic and hazardous substances, it is assumed that the Purchaser has control and management rights for the location with regard to the applicable regulations.

Section 3 Price

(1) SSI shall carry out the Works for mutually agreed Price, excluding VAT, the Purchaser shall pay to SSI the Price as specified below pursuant to the payment schedule in Section 4.

(2) The Price includes for the costs and charges for packaging and disposal of same, transportation, unloading, and the ready-to-operate installation of the system.

(3) The Parties agree that price escalation shall apply to the Price as more fully detailed in Annex 1.

Section 4 Payments and retention of title

- The Purchaser shall pay the Price without discount within thirty (30) calendar days of receipt of the invoices, pursuant to the following payment schedule: 30% of the Price on conclusion of the Contract;

- 60% of the Price on first delivery;

- 10% of Price on completion of the installation of the Works.

Deliveries and work performed shall remain the property of SSI until payment has been made in full.

Section 5 Delivery time

(1) SSI shall hand over the Works to the Purchaser no later than the date as stated in the Schedule (the "**Acceptance Date**") and must be accepted by the Purchaser within seven (7) days. Any operational use prior to

acceptance requires the written consent of SSI. The planned deadlines for providing the on-Site work (e.g., completing the floor slab, firewall to the existing building etc.) and the planned delivery time (start of installation) are provided in the Schedule. The Purchaser is responsible for providing a property/floor slab/existing building that is fully suitable for the purposes of this Contract and for (e.g.,) obtaining the required permits.

(2) SSI shall not be entitled to suspend the Works – with the exception of Force Majeure or when following official orders – unless the Purchaser is in default of payment or has not met its contractual obligations to cooperate.

Section 6 Acceptance and transfer of risk

(1) The acceptance conditions according to the technical specification and the performance parameters included in Annex 1 shall be decisive for carrying out acceptance ("**Acceptance**").

(2) The Purchaser must declare Acceptance if the Works are free from material defects, i.e., is suitable for commercial use (meaning the operation or usage of the Works, other than in the context of any test specifically set forth in this Contract, by the Purchaser or any one of its agents, employees, or representatives (the "**Commercial Use**")). The definitions and measurement specifications from the technical specification shall apply. The Purchaser shall not refuse Acceptance in the event of minor defects.

(3) Provided that SSI's performance complies with the Contract, the Purchaser shall declare acceptance within five (5) calendar days of the Acceptance Date, by signing the Acceptance Report (Annex 1). If the Purchaser does not declare acceptance within ten (10) working days, despite a written request by SSI, or refuses to declare acceptance without indicating a material defect, acceptance shall be deemed to have taken place.

(4) If the Purchaser does not accept the Works because of identified material defects, the Works shall be deemed not to have been provided. In this case, SSI reserves the right to carry out subsequent repairs. If Acceptance cannot be declared for reasons for

which the Purchaser is responsible, a commercial solution shall be sought. If an amicable solution has not been reached within thirty (30) days, the Works shall be deemed to have been accepted.

(5) Upon Acceptance or upon the start of early Commercial Use of the Works, whichever occurs first, the risk of accidental deterioration or accidental loss of the Works shall transfer to the Purchaser.

Section 7 Liability for defects ("Warranty")

(1) Provided that the Works are used as intended, SSI warrants for a period of twenty-four (24) months (the "**Warranty Period**") that, at the time of the Date of Acceptance, the Works have the agreed properties (= performance parameters), comply with good engineering practice, do not have defects that nullify or reduce the value or the suitability for customary use or the use that is the premise of the Contract. The Warranty Period shall commence upon the Date of Acceptance or upon the start of Commercial Use, whichever occurs first. Any Warranty event (subsequent repair or subsequent delivery) shall not restart, suspend or interrupt the Warranty Period.

(2) SSI further warrants that the Works are constructed in compliance with the statutory regulations in force at the time of conclusion of this Contract and with any applicable standards and guidelines from the relevant professional associations [e.g., in Germany, DIN, VDI and VDE standards].

(3) SSI shall take into account changes as a result of new regulations, laws, standards, and/or regulatory requirements after the conclusion of this Contract that leads to added or reduced costs and/or a delay to the deadlines specified in this Contract, provided an agreement is reached with the Purchaser regarding the assumption of the relevant costs and the adjustment of the Schedule as per Section 10.

(4) The Warranty does not include defects caused by the Purchaser or third parties, e.g., due to incorrect installation or use not as intended, incorrectly performed repairs or modifications without the prior written consent of SSI and does not include defects caused by external influences. Normal wear and

tear do not constitute a defect and therefore no liability is accepted for normal wear and tear. Components subject to wear and tear are specifically excluded from the Warranty and any liability for defects. The Warranty also does not apply to:

(i) defects due to Force Majeure (as defined in Section 11);

(ii) parts, materials, or goods not manufactured by SSI, unless these parts, materials, or goods are recommended by the Purchaser or are included in the Quotation (Annex 1); with regard to such parts, materials, or goods, the Purchaser shall only be entitled to such Warranty as granted to the Purchaser by the respective manufacturer;

(iii) defects in the Works that result from the drawing, design or specification provided by the Purchaser.

(5) The Warranty primarily covers subsequent repair and subsequent delivery. There shall only be a right to withdraw from this Contract or a right to claim damages in lieu of performance after subsequent repair has definitively failed to remedy material defects, i.e., defects that prevent operation, in the Works.

(6) To the maximum extent permitted by Governing Law, the Warranty rights under this Contract shall be deemed to have expired after 12 (twelve) months from the time the defect is discovered by the Purchaser and can no longer be exercised.

(7) To the maximum extent permitted by Governing Law, the Warranty rights under this Section 7 shall be final, in lieu of any other warranty, and all statutory and implied warranty rights shall be excluded.

Section 8 Default and Liquidated Damages

(1) The deadlines in the Schedule are subject to the reservation that the on-Site works (e.g., completing the floor slab, existing building etc.), and any other obligations to cooperate by the Purchaser as per the interface list included in the Quotation (Annex 1) have been completed.

(2) In the event that SSI, for reasons solely attributable to SSI, exceeds the deadline for providing the Works (Acceptance Date), SSI shall owe the Purchaser, for each full week of the

delay, liquidated damages for delay of 0.5% of the order value as per Section 3 of this contract, up to a maximum of 5% of the order value, this provision shall constitute the Purchaser's exclusive and conclusive remedy with respect to any and all damages suffered on account of SSI's delay (the "**Liquidated Damages for Delay**"). However, it shall not release SSI from its other contractual obligations. The Purchaser shall notify SSI in writing of the claim for Liquidated Damages for Delay no later than on Acceptance Date.

(3) Remaining defects of minor significance (minor work) shall not imply any right to compensation for delay, provided the ability of the Works to function and to be used and therefore the intended purpose of the Works is not significantly affected. SSI's obligation to comply with the agreed delivery time and the Purchaser's obligation to cooperate shall remain unaffected by this Contract.

Section 9 Liability

(1) Including the Liquidated Damages for Delay as per Section 8 of this Contract, any liability of SSI in connection with this Contract, whether under this Contract, indemnity, any law or otherwise (regardless of the legal theory), and to the maximum extent permitted by Governing Law, shall be limited in total to 100% of the Price. Without prejudice to any further limitations elsewhere and to the maximum extent permitted by Governing Law, liability for any breach of Contract shall in any event prerequisite negligence or intentional misconduct of the respective Party in breach.

(2) With the exception of the Liquidated Damages for Delay as per Section 8 of this Contract and, to the maximum extent permitted by law, with priority over all other provisions in this Contract, SSI, its employees, subcontractors, and suppliers shall not be liable in any event, whether under this Contract, indemnity, any law, or otherwise (regardless of the legal theory), for any, lost profits or revenue, financial loss, capital costs, the loss of use of the plant or its equipment, loss of production or interruption of operation, costs for replacement equipment, replacement facilities, or replacement

services, downtime costs, increased operating costs, loss of goodwill, loss of contracts, loss of data, immaterial damage, reputational damage, and/or claims by third parties against the Purchaser for the damage listed in this Section 9(2), indirect damage and or any consequential and/or incidental damage.

(3) For intent and gross negligence and for culpable injury to life, limb, or health, which is attributable by law to SSI, the exclusions and limitations of SSI's liability agreed in this Section 9 shall not apply, insofar as they breach mandatory law. For gross negligence by non-executive employees of SSI, SSI's liability for property damage and financial loss shall be limited to the foreseeable damage typical for the Contract, to the extent permitted by Governing Law. To the maximum extent permitted by Governing Law, any liability or indemnity of SSI towards the Purchaser shall be fault-based.

(4) The above limitations and exclusions of liability shall take precedence over any conflicting clause elsewhere in this Contract.

Section 10 Amendments and requests for amendments to this Contract

(1) At any time, the Purchaser may request an amendment to the Works to be provided by SSI under the provisions of this Contract, provided the amendment does not fundamentally alter SSI's scope of work in terms of type, extent and time. Following a request by the Purchaser, SSI must present a quotation for the Contract amendment on market terms.

(2) The following shall apply for determining prices for additional/reduced work:

- a) SSI shall quote additional work at a fixed price, if possible. The due date for payments shall be agreed as part of the applicable amendment to the Contract.
- b) Additional or reduced work shall not be taken into account in the calculation of the Liquidated Damages for Delay, unless otherwise agreed in the individual case.

(3) Unless otherwise agreed in the individual case, SSI shall provide the quotation for a contract amendment within two (2) weeks of the Purchaser's written request as per paragraph (2); the

Purchaser shall decide on the quotation within four (4) weeks at the latest. If the Purchaser does not accept the quotation within the specified period, the existing provisions of the Contract shall remain in effect. After the Parties have agreed on the additional remuneration and the impact on the Schedule, SSI shall implement the amendment accordingly.

(4) Contract amendments shall only be effective if they are documented and signed in writing by the Purchaser and SSI. The right of the Purchaser to impose an amendment (unilateral instruction right) shall be excluded to the maximum permitted by Governing Law.

(5) SSI shall always have the right to reject an amendment request from the Purchaser if, after having reviewed the request as a specialist, it determines – among other things – that the requested amendment:

- Is not technically feasible;
- disproportionately impedes or even puts at risk completing the originally agreed work;
- requires the approval of third parties which SSI cannot obtain or can obtain only with disproportionate difficulty;
- causes additional costs that the Purchaser is not prepared to bear;
- would lead to a delay in the progress of the project and the Purchaser is not prepared to adjust the Schedule accordingly.

Section 11 Force Majeure and supply-chain shortages

(1) Definition

"Force Majeure" for the purpose of this Contract means the occurrence of an event or circumstance that prevents a Party from fulfilling one or more of its obligations under this Contract, if and to the extent that the Party affected by the obstacle proves that: (a) such obstacle is beyond its reasonable control; and (b) such obstacle was not reasonably foreseeable at the time this Contract was concluded; and (c) the affected Party could not have reasonably avoided or overcome the impact of such obstacle.

(2) Presumption for certain events

Until proven otherwise, the following events affecting a Party shall be presumed to meet the requirements under subparagraphs (a) and (b) of

paragraph 1 under this clause: (i) War (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) monetary and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems, or power; (vii) general labor disturbances such as boycotts, strikes, and lockouts, slowdown strikes, occupation of factories and buildings.

(3) Notices and legal consequences

A Party who successfully invokes this clause shall be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of Contract from the time the obstacle substantially prevents, hinders or delays the respective performance, provided that Notice is given immediately without delay. If Notice is not given without delay, such release from obligations shall take effect from the time the Notice reaches the other Party. If the effect of the asserted obstacle or event is temporary, the legal consequences set out above shall only apply for as long as the asserted obstacle prevents the affected Party from fulfilling its contractual obligations. If the duration of the asserted obstacle has the effect of substantially depriving the Parties of what they had a right to expect by virtue of this Contract, each Party shall have the right to terminate this Contract by giving Notice to the other Party within a reasonable period of time. Unless otherwise agreed, the Parties agree expressly that the Contract may be terminated by either Party if the duration of a single obstacle exceeds sixty (60) calendar days or and aggregate period of more than hundred twenty (120) calendar days on account of one or more events during the term of the Contract.

In the event of such termination, SSI shall retain the right to remuneration for

the Works it has performed until the time when termination takes effect and no damages shall be due as a result of such termination. Each Party shall bear with its own termination costs.

(4) Supply chain shortages

Due to difficulties and shortages caused by the supply chain issues at the time this Contract is concluded, the Parties agree that the delivery times specified in this Contract are based on the delivery times of SSI's suppliers and subcontractors. Therefore, SSI is expressly entitled towards the Purchaser under this Contract, in the event of delays by its suppliers and/or subcontractors which do not match the planned Schedule, to corresponding adjustments for the delivery times provided for in this Contract and, in this respect, shall not be in default.

Section 12 Suspension and termination

(1) Suspension

If the Purchaser does not meet its payment obligations or does not fulfill one of its other obligations under Section 2 clauses 3, 4 or 5, then SSI may, following Notice with a term of at least ten (10) days, suspend the Works (or reduce the work rate) until SSI receives the payment accordingly or the above obligation has been fulfilled, as the case may be and as described in the Notice. SSI's action shall not affect the right to other remedies, including financing costs, or to termination. As soon as the Purchaser has remedied its default or non-fulfillment as described above and provided the Contract has not been terminated as per this Section 12 (2), SSI shall resume its normal work as soon as this is reasonably possible. If SSI suffers a delay and/or costs are incurred due to the suspension of the Works (or a reduction of the work rate) as per this subclause, SSI shall be entitled to: (i) an extension of time for such delay if completion is or will be delayed; and (ii) payment of such costs plus a reasonable profit added to the compensation as per Section 3 of this Contract.

(2) Termination

(i) Termination with notice

The Purchaser may terminate this contract at any time and without specifying a reason, provided the Purchaser notifies the Contractor of

such termination in writing at least 28 days in advance. In the event of any termination by Purchaser under this provision, the Purchaser shall be liable to SSI for the remuneration pursuant to Section 3, including any adjustment under this contract, less any costs that SSI demonstrably saves as a result of such termination. However, the Purchaser may not terminate this contract pursuant to this provision in order to perform the work or services itself or to have the work performed by another party.

(ii) Termination for cause

Each Party may terminate the Contract for cause by written Notice. Termination of the Contract for cause applies if:

(a) one of the Parties has filed for insolvency proceedings or insolvency proceedings have been initiated against the assets of one of the Parties, or one of the Parties is subject to protective shield proceedings or goes into liquidation;

(b) either Party's operating permit or other applicable permits for the fulfilment of this Contract have been revoked;

(c) the Purchaser fails to provide SSI with free and proper access to the business premises or Site or fails to meet its payment obligations and the resulting suspension pursuant to the process described in Section 12 (1) lasts longer than (60) days;

(d) one of the Parties commits a material breach of the provisions of this Contract which cannot be cured or which the defaulting Party has refused to cure or has been unable to cure within thirty (30) calendar days of written Notice; or

(e) the suspension of this Contract pursuant to Section 12 (1) lasts longer than 60 days for whatsoever reason.

After termination for cause has taken effect, the Purchaser shall pay SSI within 30 days:

(i) for termination for cause, for which SSI is responsible, the amount of the outstanding remuneration for the services or Works already provided, installed, or performed up to the effective date of termination;

(ii) for termination for cause for which the Purchaser is responsible, the amount of the outstanding remuneration for the services and Works delivered, installed, or performed up to the effective date of termination, plus all

verifiable costs and expenses incurred by SSI in performing this Contract, plus demobilization costs and loss of profit.

Section 13 Written form, Notice and language

(1) All amendments and supplements to this Contract must be in writing as evidence thereof. The validity of the agreements that are made is not thereby affected.

(2) Any Notice, consent, or approval required or permitted in connection with this Contract ("**Notice**") must be made in writing and, if delivered, shall be delivered in person, by courier, or by other personal delivery method, and, if sent, shall be transferred by fax or email. Communication by email is deemed sufficient, subject to the condition that the burden of proof for the content of a particular communication remains with the sender. However, for the delivery of important documents, including the documents at various key stages specified in this Contract, the originals must be delivered to the other Party within ten (10) working days of delivery to the same Party by electronic transfer. Notices that constitute an amendment to the Contract (e.g., pursuant to Section 10 of this Contract), or to the extent required by law or otherwise provided for in this Contract, must be made in writing.

(3) Language: This Contract has been drawn up in English. In the event that schedules, exhibits, or annexes to this Contract are signed in both English and another language, conflicts or inconsistencies between the different language versions shall be resolved by reference to the English language version only.

Section 14 Assignment

Neither the Purchaser nor SSI may assign the Contract or any part of this Contract to any third party without the prior express written consent of the other Party; such consent may not be withheld to the extent that reasonable grounds cannot plausibly be given in good faith. Subject to this reservation, SSI may subcontract part of the Works or services, whereby it is agreed that SSI shall not subcontract the entire Contract. SSI is not required to engage a subcontractor named by the Purchaser if SSI raises reasonable

objections to such subcontractor.

Section 15 Confidentiality

(1) Confidential information shall mean all information, whether stated to be confidential or not, relating to the one of the Parties or to the project, Works or Site, designs, know-how, price lists, customer lists or any other sensitive information of one of the Parties treated as confidential and not otherwise publicly available, which is exchanged between the Parties (whether in writing, orally or by any other method and whether directly or indirectly) and any information relating to the same obtained during the course of any meetings and the like between the Parties (the "**Confidential Information**"). The Parties shall keep confidential any Confidential Information each receives from the other Party or that otherwise becomes known to that Party in connection with this Contract, and shall not at any time disclose such information to any third party without the prior written consent of the other Party. This shall not apply: (i) to the extent that disclosure is necessary for a Party to fulfill its contractual obligations or to provide the Works; and (ii) where Confidential Information is shared with external advisers, such as advisers and attorneys, who are subject to a professional duty of confidentiality.

(2) Each Party must prevent such Confidential Information from being disclosed or used to a greater extent than is permitted under paragraph (1) of this clause by its employees, Affiliates advisers, subcontractors, and other contractors who have or may have access to such Confidential Information via the same party. For purposes of this Agreement, "Affiliate" or "Affiliates" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, that directly or indirectly, controls, is controlled by, or is under common control with the Recipient. Each Party shall ensure the confidentiality of the other Party's Confidential Information with at least the same level of security that it exercises for its own Confidential Information.

(3) The rights and obligations of the Parties as per this confidentiality clause shall remain in effect during the term of

the Contract and for five (5) years thereafter.

Section 16 Severability

If individual provisions of this Contract are found to be invalid or unenforceable in whole or in part or become invalid or unenforceable as a result of changes in legislation after conclusion of the Contract, this shall not affect the remaining provisions of the Contract or the validity of the Contract as a whole. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the meaning and purpose of the invalid provision.

If omissions are found in the Contract, those provisions shall be deemed to have been agreed which correspond to the meaning and purpose of the Contract and would have been agreed in good faith if the Parties had considered such omissions when concluding the Contract.

Section 17 Independence

SSI is and shall remain an independent contractor throughout the project and not a representative or employee of the Purchaser. There is no relationship of employer and employee between the Purchaser and the employees of SSI. Employees of SSI must not be made available to the Purchaser unless agreed explicitly between the Parties. Neither Party shall have the authority to make any representations, warranties, or commitments of any kind or to take any other action binding on the other Party, except as expressly provided for in this Contract or in the Contract documents for this Contract. It is expressly agreed that it is not the purpose or intention of this Contract to create a partnership or joint operation between Purchaser and Contractor and that the Contract must not be interpreted as such.

Section 18 Compliance

The Purchaser hereby acknowledges the strict ethical standards in place at SSI's business. The Purchaser declares and confirms that it has not, does not, and will not at any time, directly or indirectly, carry out any of the following activities:

- a) Money laundering
- b) Corruption and/or bribery (passive or

active, public or domestic)

c) Terrorist financing

d) Delivery of dual-use goods for defense and military purposes

The Purchaser confirms that it complies with the United States, European Union, and United Nations export control and trade sanctions laws and regulations ("export control and trade sanctions"). In particular, the Purchaser confirms that:

(i) neither the Purchaser, nor its directors, officers, or subsidiaries are designated or sanctioned Parties under export control and trade sanctions; and
(ii) the Purchaser does not use any party designated or sanctioned under export control and trade sanctions.

SSI undertakes to comply with its own Code of Conduct, available at: [https://www.ssi-schaefer.com/en-](https://www.ssi-schaefer.com/en-de/company/compliance)

[de/company/compliance](https://www.ssi-schaefer.com/en-de/company/compliance)

Section 19 Data protection

The Parties acknowledge that SSI shall not process any personal data on behalf of the Purchaser and may not process any personal data on behalf of the Purchaser pursuant to this Contract, unless otherwise determined in writing by both Parties in a separate agreement. If personal data is processed (e.g., for licensing WAMAS® software), the "Data processing agreement" available under the following link: [https://www.ssi-schaefer.com/en-de/data-processing-](https://www.ssi-schaefer.com/en-de/data-processing-agreements) agreements must be signed.

Section 20 Governing Law and place of jurisdiction

(1) The Contract shall be construed in accordance with and governed in all aspects by the law of the country within which SSI's Work is located. The rules of conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 shall not apply (the "Governing Law").

(2) The exclusive place of jurisdiction for all disputes arising from and/or in connection with this contractual relationship shall be in the court of the capital city of the country as abovementioned unless stated otherwise in SSI's Quotation.
