

Clause 1 Scope

(1) In the absence of a separate written contractual agreement, these General Terms and Conditions ("**T&C**") shall apply to any and all equipment or material ordered, sold or delivered, as well as the provision of any design or installation services associated with such equipment or material, on the Purchaser's premise (the "**Site**") as described in the Quotation (the "**Works**") by an entity of the SSI Schäfer Group (the "**Contractor**").

(2) Notwithstanding anything to the contrary in the Purchaser's standards conditions of purchase, these T&Cs supersede all agreements and customs being contrary hereto, unless otherwise stated in writing in a document signed by both Parties.

(3) These T&Cs shall also be valid for future business transaction between the Parties. Modifications of or deviations from the T&C shall not apply unless agreed in writing by both Parties.

Clause 2 Subject of these T&Cs

(1) No order from the Purchaser shall become binding unless and until the Contractor has confirmed its acceptance in writing. However, if the Contractor commences performance of the Works (including procurement, manufacture, or delivery of any Equipment, or commencement of the Works) without having issued a written acceptance, such performance shall constitute acceptance of the Order exclusively on these Terms and Conditions ("**T&C's**").

(2) Upon acceptance of an order by the Contractor in accordance with paragraph (1), a contract comprising the following documents shall be formed and become binding on both Parties (Together, the "**Contract**"): (i) the written agreement executed by both Parties (the "**Agreement**"), if any, or a formal written order confirmation issued by the Contractor in SSI's standard form and expressly referring to these T&Cs ("**SSI Order Confirmation**"), as the case may be,

(ii) These T&Cs;
(iii) The Contractor's quotation (the "**Quotation**"); and
(iv) the Purchaser's order (the "**Order**"), excluding any of its terms inconsistent with or additional to the foregoing.

Where the Purchaser signs and returns the Contractor's Quotation (to which these T&Cs are attached or expressly referenced), such signed Quotation shall be deemed the "Agreement" for the purposes of paragraph (2)(i).

(3) The Contractor shall perform the Works pursuant to the provisions of the Contract. The stated order of the parts of the Contract also defines their priority in case of contradictions, inconsistencies, and ambiguities that may arise between the parts of the Contract. In case of any inconsistency or conflict between the documents, the order of priority shall apply.

Clause 3 Performance of Works and the Purchaser's obligations

(1) The Contractor 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 the Contractor can fulfill its obligations under the 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 as defined in the Quotation shall be treated as a precondition by the Contractor 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.
- The Contractor must be granted unrestricted access to and egress from the Site, which must be suitable, in accordance with the schedule included in the Quotation, for the Contractor's purposes under the 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 the Contractor, which must be capable of supporting the loads specified by the Contractor, 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 the Contractor 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 Site 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 Site, 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 the Contractor 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 Site with regard to the applicable regulations.

Clause 4 Price and Retention of title

(1) The Contractor shall carry out the Works for the amount as set out in the Quotation (net), plus statutory VAT (the "**Price**"), the Purchaser shall pay to the Contractor the Price, within 30 calendar days after receipt of invoice, as specified pursuant to the payment schedule in the Quotation.

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

Clause 5 Delivery time

(1) The Contractor shall hand over the Works to the Purchaser no later than on the date set out in the Quotation (the "**Acceptance Date**") and must be accepted by the Purchaser within five (5) calendar days. Any operational use prior to acceptance requires the written consent of the Contractor. 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 set out in the Quotation.

(2) The Contractor 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 as per Clause 3.

Clause 6 Acceptance and transfer of risk

(1) The acceptance conditions according to the technical specification and the performance parameters included in the Quotation shall be decisive for carrying out acceptance (the "**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 the 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 set out in the Quotation shall apply. The Purchaser shall not refuse Acceptance in the event of minor defects.

(3) Provided that the Contractor's performance complies with the Contract, the Purchaser shall declare Acceptance within five (5) calendar days of the Acceptance, by signing the Acceptance report provided by the Contractor. If the Purchaser does not declare Acceptance within ten (10) calendar days, despite a written request by the Contractor, 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, with the exclusion of any other contractual remedy, an additional deadline shall be established through mutual consent of the Parties, and the Contractor 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 ten (10) calendar days, the Works shall be deemed to have been accepted, without objections.

(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.

Clause 7 Liability for defects ("Warranty")

(1) Provided that the Works are used as intended, the Contractor warrants for a period of twelve (12) months (the "**Warranty Period**") that, at the time of the 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 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) The Contractor further warrants that the Works are constructed in compliance with the statutory regulations in force at the time of conclusion of the Contract and with any applicable standards and guidelines from the relevant professional associations.

(3) The Contractor shall take into account changes as a result of new regulations, laws, standards, and/or regulatory requirements after the conclusion of the Contract that leads to added or reduced costs and/or a delay to the deadlines specified in the Contract, provided an agreement is reached with the Purchaser regarding the assumption of the relevant costs and the adjustment of the schedule set out in the Quotation as per Clause 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 the Contractor and does not include defects caused by external influences. Normal wear does not constitute a defect and therefore no liability is accepted for normal wear. Components subject to wear 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 Clause 11).
- (ii) parts, materials, or goods not manufactured by the Contractor, unless these parts, materials, or goods are recommended by the Contractor or are included in the Quotation; 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 the 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) The Warranty rights under the Contract shall be deemed to have expired after 12 (twelve) months as of the Acceptance.

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

Clause 8 Default and Liquidated Damages

(1) The deadlines in the schedule set out in the Quotation 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 have been completed.

(2) In the event that the Contractor, for reasons solely attributable to the Contractor, exceeds the deadline for the Acceptance Date, the Contractor shall owe the Purchaser, for each full week of the delay, liquidated damages for delay of 0.3% of the Price as per Clause 4 of the Contract, up to a maximum of 3% of the Price, this provision shall constitute the Purchaser's exclusive and conclusive remedy with respect to any and all damages suffered on account of the Contractor's delay (the "**Liquidated Damages for Delay**"). However, it shall not release the Contractor from its other contractual obligations. The Purchaser shall notify the Contractor in writing of the claim for Liquidated Damages for Delay no later than on Acceptance.

(3) Remaining defects of minor significance (minor work) shall not imply any right to Liquidated Damages 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. The Contractor's obligation to comply with the agreed delivery time and the Purchaser's obligation to cooperate shall remain unaffected by the Contract.

Clause 9 Liability

(1) Including the Liquidated Damages for Delay, any liability of the Contractor in connection with the Contract, whether under the 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 50% 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 and to the maximum extent permitted by law, with priority over all other provisions in the Contract, the Contractor, its employees, subcontractors, and suppliers shall not be liable in any event, whether under the 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 Clause 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 the Contractor, the exclusions and limitations of the Contractor's liability agreed in this Clause 9 shall not apply, insofar as they breach mandatory law. For gross negligence by non-executive employees of the Contractor, the Contractor'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 the Contractor towards the Purchaser shall be fault-based (intent and gross negligence).

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

Clause 10 Amendments and requests for amendments to the Contract

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

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

- a) The Contractor shall quote additional work at a fixed price, if possible. The due date for payments must 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, the Contractor 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 set out in the Quotation, the Contractor shall implement the amendment accordingly.

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

(5) The Contractor shall always have the right to reject an amendment request from the Purchaser.

Clause 11 Force Majeure and supply-chain shortages

(1) Definition

An event of Force Majeure shall mean any event beyond the reasonable control of the affected Party, and which prevents, hinders, or delays performance notwithstanding the exercise of reasonable care by the affected Party, and shall include, in particular (without limitation), the following: (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. It is agreed that Force Majeure will not have any effect on the payment obligations of a Party.

(2) Notices and legal consequences

A Party who justifiably 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 within fifteen (15) calendar days as of the occurrence of the Force Majeure event. If Notice is not given within the term established herein, 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 the Contract, each Party shall have the right to terminate the Contract by giving Notice to the other Party within a reasonable period of time of no less than 15 calendar days as of the occurrence of the Force Majeure event. 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, the Contractor

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 its own costs.

(3) Supply chain shortages

Due to difficulties and shortages caused by the supply chain issues at the time the Contract is concluded, the Parties agree that the delivery times specified in the Contract are based on the delivery times of the Contractor's suppliers and subcontractors. Therefore, the Contractor is expressly entitled towards the Purchaser under the Contract, in the event of delays by its suppliers and/or subcontractors which do not match the planned schedule as set out in the Quotation, with the exclusion of any other contractual or legal remedy available to the Purchaser, to corresponding adjustments for the delivery times provided for in the Contract and, in this respect, shall not be in default.

Clause 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 Clauses (3), (4) or (5), then the Contractor may, following Notice with a term of at least ten (10) calendar days, suspend the Works (or reduce the work rate) until the Contractor receives the payment accordingly or the above obligation has been fulfilled, as the case may be and as described in the Notice. The Contractor'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 Clause 12(2), the Contractor shall resume its normal work as soon as this is reasonably possible. If the Contractor 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, the Contractor 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 Price as per Clause 4 of the Contract.

(2) Termination

(i) Termination with notice

The Purchaser may terminate the Contract at any time and without specifying a reason, provided the Purchaser notifies the Contractor of such termination in writing at least twenty-eight (28) calendar days in advance. In the event of any termination by Purchaser under this provision, the Purchaser shall be liable to the Contractor for the Price pursuant to Clause 4, including any adjustment under the Contract, less any costs that the Contractor demonstrably saves as a result of such termination. However, the Purchaser may not terminate the Contract pursuant to this provision in order to perform the Works or services itself or to have the Works performed by another party.

(ii) Termination for cause

The above provisions shall apply without prejudice to the right of either Party to terminate the Contract for cause by written Notice if:

- (a) one of the Parties is subject to bankruptcy shield proceedings or goes into liquidation;
- (b) one of the Parties' operating permit or other applicable permits have been revoked;
- (c) the Purchaser fails to provide the Contractor 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 Clause 12(1) lasts longer than sixty (60) calendar days; or

(d) one of the Parties commits a material breach of the provisions of the 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 as of the receipt of the written Notice.

(e) the suspension of the Contract pursuant to Clause 12(1) lasts longer than sixty (60) calendar days.

After termination for cause has taken effect, the Purchaser shall pay the Contractor within thirty (30) calendar days:

(i) for termination for cause by the Purchaser, for which the Contractor is responsible, the amount of the outstanding Price for the services or Works already provided, installed, or performed up to the effective date of termination.

(ii) for termination for cause by the Contractor for which the Purchaser is responsible, the amount of the outstanding Price for the services and Works delivered, installed, or performed up to the effective date of termination, plus all verifiable costs and expenses incurred by the Contractor in performing the Contract, plus demobilization costs and lost profit.

Clause 13 Written form, Notice and language

(1) All amendments and supplements to the Contract must be in writing as evidence thereof.

(2) Any Notice, consent, or approval required or permitted in connection with the 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 shall be sufficient for all Notices and contractual communications, and the Parties expressly agree that no hard-copy originals are required for validity or effectiveness of any Notice. Delivery of originals shall not be a condition to validity, enforceability, or timeliness of any Notice unless expressly required by mandatory law. Notices that constitute an amendment to the Contract (e.g., pursuant to Clause 10 of the Contract), or to the extent required by law or otherwise provided for in the Contract, must be made in writing.

(3) Language: These T&Cs have been drawn up in English. All Notices with respect to the Contract must be made in English. In the event that schedules, exhibits, or annexes to the 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.

Clause 14 Assignment

Neither the Purchaser nor the Contractor may assign the Contract or any part of the 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. Notwithstanding the foregoing, the Contractor may assign or transfer the Contract or any part thereof to any of its Affiliates without the Purchaser's consent. The Contractor may further assign or transfer any receivables arising under the Contract to financial institutions or other entities for the purpose of financing, factoring, or securitisation without the Purchaser's consent.

The Contractor may subcontract part of the Works or services at its discretion, provided that the Contractor shall not subcontract the entire

Contract.

The Contractor is not required to engage a subcontractor named by the Purchaser if the Contractor raises reasonable objections to such subcontractor.

Clause 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 the 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, advisers, subcontractors, and other contractors who have or

may have access to such Confidential Information via the same party. 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.

Clause 16 Severability

If individual provisions of the 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.

Clause 17 Independence

The Contractor 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 the Contractor. Employees of the Contractor 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 the Contract or in the Contract documents for the Contract.

Clause 18 Compliance

The Purchaser hereby acknowledges the strict ethical standards in place at the Contractor'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) as defined by the Governing Law;
- 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.

The Contractor and the Purchaser undertake to

comply with the Code of Conduct, available at: <https://www.ssi-schaefer.com/en-ca/about-us/compliance>

Clause 19 Data protection

By providing the Services in accordance with this Contract, SSI Processes Personal Data for the Owner. For this Personal Data Processing, the Data Processing Agreement accessible under <https://www.ssi-schaefer.com/en-de/data-processing-agreements> (English language version) applies.

Clause 20 Governing Law and place of jurisdiction

(1) The Contract shall be construed in accordance with and governed in all aspects by the laws of the country where the SSI entity issuing the Quotation is established, 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) Any controversy or dispute arising out of or in connection with this Contract, its performance or interpretation, shall be subject to the exclusive jurisdiction of the courts having jurisdiction at the registered seat of the SSI entity issuing the Quotation.

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