General Terms and Conditions of Sale and Delivery

Burghart Messtechnik GmbH, Holm

1. Scope of Application

1.1 These General Terms and Conditions of Sale and Delivery (“GTC”) shall apply to all business relationships of Burghart Messtechnik GmbH, Uetersener Straße 6, 25488 Holm, Germany (hereinafter referred to as “Seller”) with entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law (hereinafter referred to as “Customer”), the subject matter of which is the sale and delivery of goods, service and repair activities and the provision of services. These GTC shall not apply to consumers within the meaning of § 13 BGB; the Seller does not conclude contracts with consumers on the basis of these GTC.

1.2 All services of the Seller – including the provision of the associated software – shall be performed exclusively in accordance with these GTC. Any deviating terms and conditions of purchase of the Customer shall not apply unless the Seller has expressly agreed to them in text form. These GTC shall also apply if the Seller carries out the delivery to the Customer without reservation in the knowledge that the Customer’s terms and conditions conflict with or deviate from these GTC.

1.3 Individual agreements made with the Customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or the Seller’s electronic order confirmation shall be authoritative for the content of such agreements.

1.4 These GTC shall also apply to all future transactions with the Customer, insofar as they are legal transactions of a related nature. The version valid at the time the contract is concluded shall be authoritative.

1.5 In the case of business relationships established on a continuing basis, the Seller shall be entitled to amend these GTC for the future, provided that the amendment is reasonable for the Customer taking into account the Seller’s interests. The nature, scope and quality of the services owed, the remuneration and the provisions on term and termination may not be amended by this procedure. The Seller shall notify the Customer of the intended amendment in text form no later than six weeks before the intended effective date, shall present the amended and the previous terms side by side and shall point out the right to object and the applicable period. If the Customer does not object in text form within one month of receipt of the notification, the amendment shall be deemed to have been accepted. If the Customer objects, the business relationship shall be continued on the previous terms; in this case either party may terminate the business relationship giving one month’s notice. Individual orders already placed shall remain unaffected by any amendment.

2. Offer and Acceptance

2.1 The offers of the Seller, including those on the website https://www.burghart-mt.de and in the online shop https://www.burghart-mt.de/online-shop/, are subject to change. This shall also apply to individual orders placed by the Customer. Orders are only binding for the Seller if the Seller confirms them in text form or fulfils them – in particular in the case of catalogue components – by delivery.

2.2 Ancillary agreements and amendments must be confirmed by the Seller in text form in order to be effective. The Customer remains free to prove a deviating individual agreement by other means.

2.3 The Seller reserves the right to make changes in design and weight, insofar as they serve technical progress, do not impair the agreed quality or the suitability for the use contemplated under the contract, and are reasonable for the Customer.

2.4 Drawings and documents enclosed with the offer are for the use of the recipient only and may not be reproduced or made available to third parties without the Seller’s express permission. The Seller reserves all rights of ownership and copyright in them.

2.5 Obvious errors as well as printing, calculation, typing and computational errors are not binding on the Seller and do not give rise to any claim for performance. Claims for damages of the Customer shall be governed by clause 9.

3. Prices and Payment

3.1 The prices are exclusive of statutory value added tax at the applicable rate and exclusive of packaging costs. Unless expressly stated otherwise, all prices shall be ex works (EXW) Holm (Incoterms 2020).

3.2 In the case of sale by delivery to a place other than the place of performance, the Customer shall bear the transport costs ex works as well as the costs of any insurance requested by the Customer against theft, breakage, transport, fire and water damage as well as against other insurable risks.

3.3 Unless otherwise agreed, the purchase price, assembly costs, repair costs, costs for product information, training fees and other costs shall be payable net cash when due. Unless otherwise agreed, the Seller's invoices shall be due for payment within 14 days after receipt of the invoice and delivery or acceptance of the products. The deduction of any discount must be specifically agreed in text form.

3.4 When ordering via the online shop https://www.burghart-mt.de/online-shop/, the Customer can pay by credit card (Visa and Mastercard), purchase on account, prepayment or PayPal. For orders outside the online shop, payment can be made by bank transfer, advance payment, invoice or PayPal. Any foreign bank charges incurred shall be borne by the Customer. The online shop is directed at entrepreneurs within the meaning of clause 1.1. Excepted are the articles marked in the online shop as intended for consumers (currently Duft-Quartett and Duft-Quartett 2); their sale to consumers is governed exclusively by the Seller's General Terms and Conditions for Consumers.

3.5 The payments owed shall only be deemed to have been effected when the amount is finally available in one of the Seller's business accounts. Upon expiry of the payment period specified in clause 3.3, the Customer shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. The Seller reserves the right to assert further damage caused by default.

3.6 If the agreed delivery period is more than four months, the Seller shall be entitled and obliged to adjust the agreed price if the costs relevant to the performance – in particular for materials, intermediate products, energy, transport, wages or statutory levies – increase or decrease by more than 5 % in total between the order confirmation and the date of delivery. The adjustment shall be made to the extent to which the costs per unit of performance have actually changed; cost reductions shall be passed on to the Customer on the same basis and without separate request. The Seller shall provide evidence of the change in costs at the Customer's request. If a price increase exceeds 10 % of the price originally agreed, the Customer may withdraw from the contract within two weeks of receipt of the notification. The Seller shall pass on to the Customer any unforeseen change in costs due to mandatory statutory provisions, irrespective of the delivery period.

3.7 The Customer may only offset counterclaims that have been legally established, are ready for decision, are undisputed or have been recognised by the Seller. The Customer shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship. The Customer's rights under § 320 BGB shall remain unaffected.

3.8 In the case of justified doubts about the Customer's solvency, in particular in the case of payment arrears, the Seller shall be entitled to revoke payment terms granted and to demand advance payment or securities for further deliveries.

4. Deliveries and Delivery Periods

4.1 The Seller's delivery obligation shall be subject to correct and timely delivery to the Seller. The Seller may invoke this proviso only if it has concluded a congruent hedging transaction, is not responsible for the failure to be supplied and informs the Customer of the unavailability without undue delay. In this case, any consideration already rendered shall be refunded without undue delay.

4.2 Unless otherwise agreed in text form, the Seller shall deliver ex works (EXW) Holm (Incoterms 2020).

4.3 The Seller shall be entitled to make partial deliveries insofar as this is reasonable for the Customer and does not result in additional costs for the Customer.

4.4 The delivery period shall commence upon dispatch of the order confirmation, but where prepayment has been agreed not before receipt of payment by the Seller. However, this shall only apply if all technical and commercial details have been clarified at that point in time and the Seller has received any necessary approvals and releases.

4.5 Compliance with the delivery period shall be subject to the fulfilment of the Customer's contractual obligations, insofar as these are necessary for the rendering of the services.

4.6 Delivery periods do not constitute fixed dates unless otherwise agreed in text form. The delivery period shall be deemed to have been complied with if, by the time of its expiry, the delivery item has left the factory or the Customer has been notified that it is ready for dispatch.

4.7 The delivery period shall be extended appropriately in the event of force majeure and other unforeseen obstacles outside the Seller's sphere of influence and for which the Seller is not responsible, insofar as

the obstacles demonstrably have a significant influence on completion or delivery. This includes, in particular, operational disruptions, delays in the delivery of essential raw materials and components, epidemics and pandemics as well as official measures to contain them, shortages of energy and raw materials, cyber attacks and failures of telecommunications or IT infrastructure, embargoes, sanctions and other sovereign measures, natural disasters as well as strikes and lockouts. The Seller shall inform the Customer without undue delay of the occurrence and the expected duration of the obstacle. If the obstacle continues for more than four months, either party shall be entitled to withdraw from the contract with regard to the affected part of the performance.

4.8 If the Seller is unable to meet the delivery deadlines for reasons for which it is not responsible, it shall inform the Customer of this without undue delay and at the same time notify it of the expected new delivery deadline. If the performance is also not available within the new delivery period, the Seller shall be entitled to withdraw from the contract in whole or in part; the Seller shall refund without undue delay any consideration already rendered by the Customer. Statutory rights of withdrawal and termination of the Customer shall remain unaffected.

4.9 The Customer's rights in the event of a delay in delivery shall be governed by the statutory provisions; claims for damages shall exist in accordance with clause 9.

4.10 If the shipment is delayed at the request of the Customer, the Seller shall be entitled, after expiry of a reasonable period notified to the Customer in advance, to otherwise dispose of the delivery item and to supply the Customer with a correspondingly extended period.

5. Passing of Risk and Acceptance

5.1 The risk of accidental loss or accidental deterioration of the goods shall pass to the Customer, including in the case of partial deliveries, upon handover to the Customer or, in the case of sale by delivery to a place other than the place of performance, upon delivery of the goods to the forwarding agent, the carrier or the person otherwise designated to carry out the shipment.

5.2 If the Seller has assumed the installation, assembly or commissioning in addition to the delivery, the risk shall pass to the Customer upon acceptance or upon completion of the commissioning.

5.3 If the shipment or acceptance is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer from the date of readiness for shipment or acceptance.

6. Retention of Title

6.1 The delivered goods shall remain the property of the Seller until full payment of all currently existing and future claims arising from the business relationship with the Customer, irrespective of the legal grounds. In the case of a current account, the retention of title shall be deemed security for the Seller's balance claim.

6.2 If the retention of title is not effective under the law of the country in whose territory the Seller's products are located, the next effective legal security corresponding to the retention of title in that country shall be deemed agreed. The Customer shall, if necessary, take all measures required for the creation and maintenance of such a right.

6.3 The Customer is obliged to handle the reserved goods with the care of a prudent businessman and to insure them against the usual storage risks at its own expense. The Customer hereby assigns its claims under the insurance contracts to the Seller in the amount of the value of the reserved goods; the Seller accepts the assignment.

6.4 Should the Customer act in breach of contract, in particular be in default of payment, the Seller shall be entitled, after the unsuccessful expiry of a reasonable period set for the Customer, to withdraw from the contract and to take back the products, and the Customer shall be obliged to surrender them. The assertion of the retention of title or the seizure of the products by the Seller shall only be deemed a withdrawal from the contract if the Seller expressly declares this.

6.5 The Customer is revocably entitled to resell the delivered goods in the ordinary course of business. However, the Customer hereby assigns to the Seller by way of security all claims against third parties arising from the resale of the delivered goods in the amount of the final invoice amount agreed with the Seller (including any value added tax); the Seller accepts the assignment. The Customer shall remain authorised to collect the claim even after the assignment. At the Seller's request, the Customer shall be obliged to disclose the assignment to third parties for the purpose of payment to the Seller and to provide the Seller with the information and documents necessary to assert its rights.

6.6 The Customer is not entitled to pledge the reserved goods or the assigned claims to third parties or to transfer them as security. In the event of seizure or other access by third parties to the reserved goods or the assigned claims, the Customer shall notify the Seller without undue delay in text form. Insofar as the Seller successfully brings an action pursuant to § 771 of the German Code of Civil Procedure (ZPO) and the third party is not in a position to reimburse the Seller for the judicial and extrajudicial costs, the Customer shall be liable for the loss incurred by the Seller.

6.7 The Customer shall be permitted to process, transform and combine the reserved goods with other items. The processing or transformation shall be carried out for the Seller without any obligations arising for the Seller as a result. The Seller shall become the direct owner of the item produced by processing or transformation. The processed or transformed item shall be deemed to be reserved goods. In the event of processing, transformation or combination with other items not belonging to the Seller, the Seller shall be entitled to a co-ownership right in the new item in the amount of the share resulting from the ratio of the value of the processed, transformed or combined reserved goods to the value of the new item. If the goods subject to retention of title are combined by the Customer with real property or movable property, the Customer shall also assign its claim to which it is entitled as remuneration for the combination, together with all ancillary rights, to the Seller by way of security without any further declarations being required.

6.8 The Seller shall release the securities to which it is entitled at the Customer's request to the extent that the realisable value of those securities exceeds the claims to be secured by more than 10 %; the Seller shall be responsible for selecting the securities to be released.

7. Burghart Software

7.1 The Burghart software is executable on the hardware products specified by the Seller.

7.2 In return for payment, the Customer shall receive a non-exclusive right, unlimited in time, to use Burghart software of any kind and the associated documentation on a specific hardware product or a hardware product to be specified in the individual case. The Customer may transfer the right of use in a program copy supplied permanently against a one-off payment to a third party if it completely and permanently ceases its own use, deletes or hands over all copies in its possession and obliges the third party to comply with these terms and conditions. The Customer shall notify the Seller of the transfer in text form.

7.3 The Seller shall remain the owner of the copyright and all other industrial property rights. The right to make copies exists for the purpose of data backup and to the extent provided for in §§ 69d and 69e UrhG (German Copyright Act). Copyright notices may not be removed. Beyond the cases permitted by mandatory law, modification, decompilation and reverse engineering of the software are not permitted.

7.4 The provision of the software to third parties for the purpose of resale requires the prior consent of the Seller in text form. In this case the Customer shall ensure that the third party accepts these terms and conditions. Clause 7.2 sentence 2 shall remain unaffected.

7.5 If the Customer culpably breaches the provisions of clauses 7.3 or 7.4, the Seller may demand a contractual penalty, the amount of which shall be determined by the Seller at its reasonable discretion and which may be reviewed for appropriateness by the competent court in the event of a dispute. The contractual penalty shall be limited to 10 % of the order value per individual breach and to 20 % of the order value in total. Any contractual penalty incurred shall be set off against a further claim for damages; the right to assert damages in excess thereof is reserved. The Customer remains free to prove that no damage or substantially less damage has occurred.

7.6 The Customer shall only be entitled to the provision of updates, upgrades or support insofar as this has been separately agreed. The Seller shall provide security-relevant updates during the agreed product life cycle within the scope of what is technically and economically reasonable. Statutory update obligations shall remain unaffected.

8. Warranty, Notice of Defects, Guarantee

8.1 The quality of the goods shall be determined exclusively by the agreements made in the order confirmation, the product specification and the associated data sheets. Public statements by third parties and advertising claims which have not expressly become part of the contract shall not constitute quality. The parties agree that the goods need only meet the requirements set out in sentence 1 and no objective requirements going beyond these within the meaning of § 434 (3) BGB, unless otherwise separately agreed. A guarantee shall only exist if it is expressly designated as such.

8.2 The Customer shall inspect the goods without undue delay after delivery and shall give notice of any material defects, incorrect deliveries or deviations in quantity in text form without undue delay, but no

later than one week after delivery. In the case of partial deliveries, this obligation shall apply to each individual partial quantity. If timely notice is not given, the goods shall be deemed approved with regard to the defect concerned; this shall also apply to Customers who are not merchants. § 377 HGB (German Commercial Code) shall otherwise remain unaffected.

8.3 The Customer shall give notice of hidden defects in text form without undue delay after discovery.

8.4 The limitation period for claims based on defects shall be 12 months from delivery of the item. This reduction shall not apply to claims for damages arising from injury to life, body or health, to claims for damages caused intentionally or by gross negligence, to claims arising from a guarantee assumed by the Seller or in the event of fraudulent concealment of a defect, to claims under the Product Liability Act, or in the cases of §§ 438 (1) no. 1 and no. 2, 445b and 634a (1) no. 2 BGB. In these cases the statutory limitation periods shall apply.

8.5 In the event of timely and justified notices of defects, the Customer's claims based on defects shall initially be limited, at the Seller's discretion, to removal of the defect or delivery of a defect-free item. In the case of defects in the Burghart software, subsequent performance shall be effected by providing a defect-free program version; the provision of a workaround is permissible if the use of the software is thereby no more than insignificantly impaired.

8.6 After notification of the defect, the Customer shall give the Seller the time and opportunity required for subsequent performance. In urgent cases of danger to operational safety or in order to avert disproportionately large damage, the Customer shall have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary costs from the Seller; the Customer shall inform the Seller thereof without undue delay. Further statutory rights of the Customer in the event of the Seller's default in subsequent performance shall remain unaffected.

8.7 If subsequent performance fails, is refused by the Seller or is unreasonable for the Customer, the Customer may reduce the purchase price or, at its option, withdraw from the contract. Claims for damages in accordance with clause 9 shall remain unaffected.

8.8 Claims based on defects shall not exist insofar as a defect results from unsuitable or improper use or storage, from faulty assembly by the Customer or third parties, from unauthorised repair or modification, or from natural wear and tear, negligent handling, or chemical or electrical influences over which the Seller has no influence. If the Customer modifies the delivered goods or software without the Seller's consent, claims based on defects shall lapse only with regard to defects that are attributable to the modification. The burden of presentation and proof shall be borne by the Customer in accordance with the statutory provisions.

8.9 An additional guarantee shall only exist for the goods delivered by the Seller if this was expressly given in the order confirmation for the respective performance. The currently valid General Guarantee Conditions shall be attached to the order confirmation.

9. Liability

9.1 Unless otherwise provided in these GTC including the following provisions, the Seller shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions. In the event of intent and gross negligence, the Seller shall be liable without limitation.

9.2 In the event of simple negligence, the Seller shall only be liable for damages arising from injury to life, body or health and for damages arising from the breach of a material contractual obligation. A contractual obligation is material if its fulfilment is what makes the proper performance of the contract possible in the first place and on the observance of which the Customer may regularly rely. In the event of a breach of a material contractual obligation, liability shall be limited to the foreseeable damage typical for the contract; liability for damages arising from injury to life, body or health shall remain unlimited.

9.3 The above limitations of liability shall not apply insofar as the Seller has fraudulently concealed a defect or has assumed a guarantee for the quality of the item, nor to claims under the Product Liability Act.

9.4 The above limitations of liability shall also apply for the benefit of the Seller's legal representatives, employees and vicarious agents.

9.5 The above provisions do not involve any change in the statutory burden of proof to the detriment of the Customer.

10. Export, Sanctions and Use

10.1 The Seller's deliveries and services may be subject to the export, import and sanctions regulations of the Federal Republic of Germany, the European Union and other states. Performance of the contract is subject to the proviso that no obstacles arising from such regulations stand in its way and that the necessary authorisations are granted.

10.2 The Customer is obliged to comply with the applicable export, import and sanctions regulations. The delivered goods and the software may not be passed on to third parties, to sanctioned persons or organisations or into sanctioned territories. At the Seller's request, the Customer shall provide the information on end use and purpose of use required for an export control check.

10.3 Unless expressly agreed otherwise, the delivered products are not intended for use in applications in which a failure may directly cause personal injury, nor for military or nuclear use. The first half of sentence 1 does not apply to medical devices in so far as they are used in accordance with their intended purpose under clause 11.3.

11. Product Categories, Conformity and Accompanying Documents

11.1 The Seller's product range comprises medical devices of Class I and Class IIa within the meaning of Regulation (EU) 2017/745 (MDR) as well as products which do not fall within the scope of the MDR, in particular machine parts, partly completed machinery and equipment subject to the provisions on machinery or on electrical equipment designed for use within certain voltage limits. The legal framework applicable to a product follows from the order confirmation, the labelling of the product and the accompanying documents.

11.2 For each product the Seller provides the accompanying documents required under the applicable legislation, in particular the EU declaration of conformity or – in the case of partly completed machinery – the declaration of incorporation together with the assembly instructions, as well as the instructions for use or the operating manual. For products whose conformity assessment involves a notified body, the CE marking is accompanied by the identification number of that body.

11.3 The products are to be used exclusively in accordance with their intended purpose or intended use and with the accompanying documents. Any other use is at the Customer's own risk and releases the Seller from responsibility for the conformity of the product.

11.4 The Seller supplies instructions for use and operating manuals in the language versions agreed with the Customer. If the Customer requires further language versions for the Member State of destination, this must be indicated when the order is placed. The Customer is responsible for ensuring that the markets it supplies are provided with the required language versions.

11.5 For regulated products, the Seller will only make changes in design and weight under clause 2.3 insofar as conformity with the applicable legislation is maintained.

11.6 Conformity of the products with the legislation of the European Union (CE marking) is warranted for placing on the market in the European Economic Area. For deliveries to states outside the European Economic Area, the Customer, as importer, is responsible for compliance with the approval, registration, labelling and language requirements applicable there, unless expressly agreed otherwise; on request the Seller shall provide the technical documentation required for this purpose within reasonable limits. The Seller shall, on request, indicate the sales territories which it serves exclusively through distribution partners for individual product groups; orders from such territories may be referred to the distribution partner.

12. Specific Obligations Relating to Medical Devices

12.1 If the Customer further distributes the medical devices supplied, it becomes a distributor within the meaning of Art. 14 MDR and is subject to the obligations set out there. In particular, before making a device available it must verify that the device bears the CE marking, that an EU declaration of conformity has been drawn up, that the labelling and the instructions for use are provided in the language required by the Member State of destination and that – where assigned by the manufacturer – a UDI has been allocated. While the device is under its responsibility, the Customer must comply with the storage and transport conditions specified by the Seller.

12.2 The Customer may not modify the products, may not repackage or relabel them and may not translate the instructions for use, unless the conditions of Art. 16 (2) to (4) MDR are met and the Seller has given prior consent in text form. Otherwise the Customer assumes the obligations of a manufacturer under Art. 16 (1) MDR.

12.3 The Customer shall keep the records required under Art. 25 MDR of the economic operator from which it obtained the products and of the economic operator, health institution or healthcare professional to which it supplied them. It shall retain these records for the period prescribed by law and shall provide information to the Seller and to the competent authorities without undue delay upon request.

12.4 The Customer shall forward complaints, reports of suspected incidents and reports of non-conforming, falsified or recalled products to the Seller without undue delay and no later than two working days after becoming aware of them, to info@burghart-mt.de or +49 4103 80076-0. It shall keep a register of these in accordance with Art. 14 (5) MDR and shall support the Seller in clarifying the matter.

12.5 In the case of field safety corrective actions, including recalls, the Customer shall cooperate without undue delay. It shall pass on the Seller's field safety notices to the customers it has supplied, shall quarantine the affected stock, shall not continue to use it and shall confirm completion to the Seller. The Customer shall keep the contact details required for this purpose up to date.

12.6 If the Customer operates or uses the products itself, it shall comply with the provisions on the operation and use of medical devices, in particular as regards instruction of personnel, the inventory of devices and safety-related and metrological checks, in so far as these apply to the product concerned.

12.7 The products may only be supplied to third parties in the original packaging and together with the instructions for use. If the Customer distributes the products by means of distance sales, it shall comply with Art. 6 MDR.

12.8 Products whose expiry date has passed may not be supplied. The Seller guarantees a minimum remaining shelf life on receipt only where this has been separately agreed.

12.9 Repairs, maintenance and other interventions on medical devices are permitted only in accordance with the Seller's specifications and by suitably qualified personnel. The reprocessing and reuse of single-use devices is not permitted unless expressly allowed under Art. 17 MDR and the national provisions adopted thereunder.

13. Non-Medical Products, Incorporation and Disposal

13.1 Partly completed machinery is supplied with a declaration of incorporation and assembly instructions. It may not be put into service until it has been established that the machinery or installation into which it is to be incorporated complies with the applicable provisions. The conformity assessment of the complete machinery is the Customer's responsibility.

13.2 In the case of equipment subject to the provisions on machinery, on electrical equipment within certain voltage limits or on electromagnetic compatibility, the operating manual and the safety information contained in it must be observed. Modifications to the product may make a new conformity assessment by the Customer necessary; in that case the Customer itself becomes the manufacturer.

13.3 For electrical and electronic equipment intended exclusively for use by users other than private households, the Customer assumes the obligation to dispose of the equipment properly at the end of its use, in so far as this is legally permissible and nothing else has been agreed. The Customer shall indemnify the Seller against take-back and disposal obligations to that extent and shall impose a corresponding obligation on any party to which it passes the equipment on.

13.4 Any batteries and accumulators included must be disposed of in accordance with the applicable provisions and must not be disposed of with household waste.

14. Final Provisions

14.1 These GTC and the contractual relationship between the Seller and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

14.2 The place of performance as well as the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship shall be Holm, Germany. However, the Seller shall also be entitled to bring an action at the Customer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

14.3 Declarations and notices which are to be given in text form under these GTC may in particular be made by e-mail. The statutory written form shall remain unaffected insofar as it is mandatorily prescribed.

14.4 Insofar as the Seller obtains access, in the course of service, maintenance or support activities, to personal data for which the Customer is responsible, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR before the activity commences.

14.5 Should any provisions of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The statutory provisions shall take the place of the invalid or unenforceable provision. The same shall apply insofar as it should turn out that these GTC contain a gap.

14.6 These GTC are drawn up in German. Versions in other languages are for information only; in the event of discrepancies, the German version shall prevail.