

## General Terms and Conditions of Sale and Delivery of ECOMAL UK Limited

### I. General, scope

1. In these conditions:
  - a) "Customer" means the person or firm who purchases the Goods from the Seller.
  - b) "Conditions" means the terms and conditions set out in this document.
  - c) "Contract" means the contract for the purchase and the sale of the Goods in accordance with these Conditions.
  - d) "Ex works" means an international trade term of Incoterms that describes when a seller makes a product available at a designated location, and the buyer of the product must cover the transport costs.
  - e) "Goods" means the goods (or any part of them) set out in the Order.
  - f) "Incoterms" means the version of the international trade terms prepared by the International Chamber of Commerce in force at the time of the Contract.
  - g) "Manufacturer" means the actual manufacturer of the Goods;
  - h) "Order" means the Customer's order for the Goods sent by the Customer to the Seller requesting the supply of Goods or confirming an oral order for Goods.
  - i) "Reserved Goods" means Goods which have been delivered but for which title has not yet passed to the Customer under the provisions of Article IV.
  - j) "Seller" or "We" means ECOMAL UK Limited (registered in England and Wales with Company Number 04286911).
  - k) "Warehouse" means the Seller's European central warehouse in Kirchzarten, Germany.
  - l) "Writing" includes faxes and emails.
2. These Conditions apply to all present and future business relationships with any Customer.
3. **We operate on a business-to-business basis only.** By entering into a Contract the Customer warrants and represents that it does so in connection with its or its employer's trade, business, craft or profession, and that it is not an individual consumer intending to use the Goods wholly or mainly for its personal use only.
4. Any reference in these Conditions to:
  - (a) any provision or version of a statute, legislation or trade terms shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time and such reference includes any subordinate legislation made under that statute as amended or re-enacted.
  - (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - (c) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  - (d) a reference to writing or written includes fax and email.
  - (e) a party includes its successors and permitted assigns.
  - (f) any words in singular shall include plural and in plural shall include singular.
5. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

### II. Offers and conclusion of the contract, product specifications

1. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate. In particular, all requests for bespoke product modifications for Goods (the "**Modifications**") must be submitted to the Seller within an Order, or if requested following acceptance of an Order, will be subject to the Seller's separate written acceptance of the modifications.
2. The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, or (if earlier) upon dispatch of the Goods from the Seller's Warehouse, at which point the Contract shall come into existence.
3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.
4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any deviating or supplementary terms and conditions of the Customer shall only become part of the Contract if and insofar as the Seller has expressly agreed to their applicability in writing.
5. Unless otherwise expressly stated, the prices indicated by the Seller in any quotation shall be valid for 30 days; apart from that, the Seller's offers are non-binding and do not constitute an offer.
6. Any product samples drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures or website of the Goods are considered as non-binding illustrative pieces and for demonstration purposes only. They shall not form part of the Contract or have any contractual force.
7. Unless otherwise agreed between the parties in writing, all Orders for the Goods (including any Modifications specified by the Customer) shall be fulfilled on the basis of the delivery and technical specifications set out in the Seller's Order confirmation, invoice or other relevant Contract documentation, including the technical data sheet of the respective Goods valid at the time of the Contract coming into force, and any supplementary terms in the Seller's written acceptance of the Order.
8. An Order which has been accepted by the Seller may not be cancelled except with the Seller's agreement in writing, and on terms that the Customer shall indemnify the Seller in full against all loss, damages, charges and expenses incurred by the Seller as a result of cancellation.

**III. Prices and Payment Terms**

1. Unless otherwise agreed, the price of the Goods shall be at the Seller's quoted price at the time of entering the Contract. The prices are made in the currency as stated in the order confirmation or invoice, and on the basis of delivery being completed on an "ex works" basis at the Seller's Warehouse.
2. The price of the Goods excludes any additional VAT, any insurance, transport and packaging costs and any other taxes or duties which may be applicable to the Order, in particular where the Seller agrees to deliver the Goods at a location other than its Warehouse. The Customer shall be liable to pay such additional charges incurred by the Seller upon presentation of an invoice and/or valid VAT invoice as chargeable on the supply of the Goods.
3. Payment for Goods made on an "ex works" basis from the Seller's premises at its Warehouse will be subject to any applicable terms of the Incoterms.
4. The Seller may invoice the Customer for the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Seller may invoice the Customer for the Goods at any time after the Seller has notified the Customer that the Goods are ready for collection or the Seller has to deliver the Goods.
5. Invoices are payable in the currency as indicated in the invoice within 30 calendar days after delivery and invoicing without any deductions. Time is of the essence for payment of any invoices issued under the Contract. Any discounts granted to the Customer shall only apply subject to the timely payment of the Customer.
6. Notwithstanding Article III Section 4 above, the Seller shall be entitled at any time to invoice the Customer for the Goods prior to delivery or to make delivery contingent on payment of a deposit for the Goods, without stating reasons.
7. If the Customer fails to meet the payment deadline, the Customer shall be in default without the need for further notice from the Seller. Without limiting any other rights or remedies available to the Seller in respect of the default (including the right to claim further damages), the Seller shall be entitled to:
  - (a) Cancel the Contract or suspend any further deliveries to the Customer;
  - (b) Charge interest on all overdue sum from the due date until payment of the overdue sum, whether before or after judgment, in accordance with the statutory default interest rate applicable at the time of the Contract under the Late Payment of Commercial Debts (Interest) Act 1998 (the "**Late Payment Act**") (where applicable), or where the Late Payment Act does not apply, at a daily rate of 8%.
8. The Customer shall only be entitled to set-off and to assert a right of retention if the counterclaims are undisputed or have become final and absolute, or if they are subject to reciprocity with the Seller's claims.
9. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
  - (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

**IV. Retention of Title**

1. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, Seller reserves title to all Reserved Goods until the earlier of:
  - (a) the Seller receiving payment in full (in cash or cleared funds) for the Goods and all other goods agreed to be sold by the Seller to the Customer, in which case title to the Goods shall pass at the time of payment; and
  - (b) the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer immediately before the time at which resale by the Customer occurs. The Customer resells any such Goods under this Article IV Section 1(b) as principal and not as the Seller's agent. The Seller's retention of title to the Goods under this Section 1(b) shall also apply to replacement or exchange parts supplied by the Supplier, unless those parts become irrevocably incorporated into another product.
2. Notwithstanding any retention of title in the Goods by the Seller under Section 1(b), risk of damage to or loss of the Goods shall pass to the Customer:
  - (a) in the case of Goods to be delivered at the Seller's premises at its Warehouse, at the time when the Seller notifies the Customer that the Goods are available for collection; or
  - (b) in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if Customer wrongfully fails to take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods.
3. Until title to the Goods passes to the Customer, the Customer is entitled to use the Reserved Goods in its ordinary course of business, but shall:
  - (a) at its own expense, carefully store the Reserved Goods separate from those of the Customer and third parties and clearly identified as the Seller's property, and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.
  - (b) keep all Reserved Goods properly stored, insured, maintained and repaired as necessary against all risks for their full price (including against damage, fire, water damage, burglary and theft) from the date of delivery.
  - (c) notify the Seller immediately if it becomes subject to any of the events in Article IX Section 2(d).
  - (d) give the Seller such information as the Seller may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.
  - (e) deliver up all Reserved Goods which have not been re-sold or irrevocably incorporated into another product at the Seller's request at any time. Should the Customer fail to do so promptly, the Seller reserves the right to enter upon any premises of the Customer or any third party where the Goods are stored and re-possess the Goods. In respect of this right:

- (i) Such request from the Seller to deliver up the Reserved Goods will not be considered a termination of the Contract unless expressly confirmed as such by the Seller; and
  - (ii) the Seller may, at its full discretion and subject to prior notification to the Customer, sell the reclaimed Reserved Goods to offset any proceeds against any outstanding payments owed by the Customer.
- (f) Not pledge or in any way charge by way of security for any indebtedness any Reserved Goods, but if the Customer does so Article V Section V.12 will apply.

**V. Terms of Delivery and Delay, Documentation of Transport Damage**

1. Delivery of the Goods will be complete upon of unloading the Goods at the Seller's Warehouse, or such other location as agreed between the Parties (upon request and at the expense of the Customer, to include additional Goods insurance), in both cases on an "ex-works" basis under the Incoterms. For the avoidance of doubt, the costs of packaging are excluded from the delivery costs, quoted to the Customer.
2. Unless expressly stated in writing as binding, delivery dates indicated by Supplier to its Warehouse are approximate only and time for delivery shall not be of the essence. If alternative delivery or shipment arrangements have been agreed with the Customer, delivery periods and delivery dates will be in accordance with the delivery timeframes provided by all third-party carriers of the Goods, and the Seller takes no responsibility for any changes or delays to the delivery dates arising from the actions of such third-party carriers.
3. If, after conclusion of the contract, the Customer requests a later delivery date than originally agreed upon by the parties, payment shall be made as if the delivery was carried out on time on the original delivery date.
4. Deliveries in instalments are permissible with prior agreement of the Seller, if the partial delivery can be used by the Customer within the scope of the contractual purpose, the Customer remains liable for all remaining Goods in the Order, and the Seller would incur no significant additional expenses or additional costs to do so.
5. Subject to prompt notification of any material defects with the Goods in accordance with Section 6 of this Article V below, the Customer is obliged to accept the Goods as soon as possible following notice of completion of delivery, and in any event no later than seven days after such notification. Delivery of any Goods will be considered as accepted when the Customer collects the Goods from the Warehouse, or where delivery has been made to an alternative location as agreed between the parties, the Customer signs for the relevant delivery and no notice of material defect has been submitted to the Seller within seven days of delivery.
6. The Customer has seven days from delivery of the Goods (in accordance with Section 1 of this Article V above) to give written notice of rejection to the Seller for any material defects by reason of which the Customer alleges the Goods do not comply with the warranties provided in Article VI below and which were apparent on reasonable inspection. In the event of externally visible damage to the goods or packaging (especially transportation damage), the Customer shall ensure that the damage is documented (in particular by taking pictures of the damaged packaging or Goods) and that the damage is noted on the receipt of the freight service provider or the Seller. The Customer may not refuse acceptance in case of a non-material defect. For the purposes of this clause a "material defect" means a defect in the Goods, whether tangible or intangible, that substantially prevents the Goods from functioning as designed or according to its (their) specifications.
7. Compliance by Seller with any agreed delivery dates shall be subject to the timely receipt of all documents to be provided by the Customer in order to fulfil the Order, including but not limited to approvals and permits required (e.g. approvals of technical drawings and plans), as well as Customer's compliance with the agreed payment terms and other obligations of the Customer under the Contract. Otherwise, the deadline shall be extended accordingly; this, however, shall not apply if the Seller is responsible for the delay.
8. In case of delay in delivery for reasons for which the Customer is responsible, the delivery date shall be considered as met if the Seller has notified the Customer within the agreed deadline that the goods to be delivered are ready for dispatch.
9. If the Customer is in default of acceptance or if the Customer negligently or intentionally breaches other obligations that result in a delay of the delivery, the Seller shall be entitled to claim liquidated damages in the amount of 0.5% of the invoiced amount per calendar week, but no more than a total of 5% of the invoiced amount, beginning at delivery date or – in the absence of a delivery date – after the Seller has notified the Customer that the goods are ready for dispatch. Both parties shall reserve the right to prove higher or lower damages.
10. The Seller is not liable for impossibility of delivery or delays in delivery, as far as they are due to force majeure (e.g. natural disasters, war, riots, epidemics, pandemics) or other unforeseeable events at the time of conclusion of the contract (e.g. breakdowns of all kinds (incl. unavailability of the IT system e.g. due to hacker attacks, viruses), delays in transport, strikes, legitimate lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary regulatory approvals (incl. licenses), regulatory action or the lack of incorrect or untimely supply from upstream Sellers) which the Seller is not responsible for. If such events make the delivery or service significantly more difficult or impossible for the Seller and cannot be foreseen that the Seller can provide its services within a reasonable period – at the latest within two months – the Seller is entitled to withdraw from the Contract. In the case of obstacles of a temporary duration, the delivery or service periods shall be extended, or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable ramp-up period.
11. If dispatch or delivery of the goods is delayed at the Customer's request, the Seller is entitled to charge warehouse fees in the amount of 0.5% of the invoice amount per calendar week, but not more than a total of 5% of the invoiced amount, beginning one month after notification of readiness for dispatch. Both parties shall reserve the right to prove higher or lower damages.
12. All payments payable to the Seller by the Customer under the Contract shall become immediately due and payable on i) termination of the Contract for any reason or ii) a breach by the Customer of Article IV Section IV.3(f). This includes the price of all Goods which have already been ordered, dispatched or stored on behalf of the Customer following agreement between the parties (under an Order or otherwise), regardless of whether they have yet been delivered, invoiced or paid. In respect of such Goods for which no invoice has been submitted, the Seller shall submit

an invoice, which shall be payable by the Customer immediately on receipt. This Section 12 is without prejudice to any right to claim for interest under the law or under the Contract.

**VI. Warranties**

1. The Seller warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:
  - (a) conform in all material respects with their description and specification;
  - (b) be free from material defects in material and workmanship.
2. Subject to Section 3 of this Article VI, if:
  - (a) the Customer gives notice in writing to the Seller during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause Section 1 of this Article VI (the "**Warranty Notice**");
  - (b) the Seller is given a reasonable opportunity of examining such Goods and assessing the validity of a notification of defects; and
  - (c) the Customer (if asked to do so by the Seller) returns such Goods to the Seller's Warehouse, or keeps the relevant Goods stored at an agreed location for inspection by an expert, as far as possible including in its original packaging, the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods appropriate in relation to the defect.
3. The Seller's obligations in Article VI Section 2 to repair, replace or refund any defective Goods are subject to the following:
  - (a) Subject to review and agreement of the validity of the defect claims made in the Warranty Notice, the Seller will be responsible for any reasonable transport, labour and material costs arising from its elected option to repair or replace any defective Goods, including reasonable shipping and storage costs for returning the defective Goods. Should the defect claims within the Warranty Notice prove to be unjustified, the Seller will be entitled to reimbursement from the Customer for the expenses incurred.
  - (b) Article VI Section 3 (a) assumes that the Goods will be directly stored at or delivered to/from the place of their intended use. The Customer will be responsible for any additional storage and/or delivery costs arising from the Goods being located at a place other than the place of intended use.
4. The Seller shall not be liable for Goods' failure to comply with the warranty set out in Article VI Section 1 in any of the following events:
  - (a) the Customer fails to inspect and test the Goods within a period of seven days from the date of delivery and (where applicable) fails to give notice to the Seller of any non-compliance with the warranty that ought to have been evident from reasonable inspection at delivery;
  - (b) the Customer makes any further use of such Goods after giving notice submitting a Warranty Notice or notice of rejection of delivery;
  - (c) the defect arises because the Customer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - (d) the defect arises as a result of the Seller following any drawing, design or specification supplied by the Customer;
  - (e) the Customer or a third party alters or repairs such Goods without the written consent of the Seller;
  - (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (g) the Goods differ from their description or the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
  - (h) the Customer fails to pay the price of Goods by the due date for payment under Article V, although the Customer will be entitled to a refund or retain a part of the purchase price appropriate to the defect should the defect claims in the Warranty Notice be valid.
5. If the defect is based on a defect of a third-party product, the Seller is entitled to assign its warranty claims against its Seller to the Customer. In this case, the Customer can only assert warranty claims against the Seller if the judicial enforcement of the aforementioned claims against the Seller or manufacturer of the defective third-party product was unsuccessful or is – for example, due to insolvency – hopeless.
6. The Customer shall inform the Seller without delay if the assigned claims are asserted in court and shall obtain the prior consent of the Seller for all agreements concerning the assigned claims.
7. Except as provided in this Article VI, the Seller shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Article VII Section VII.1 or other defects with the Goods.
8. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
9. These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

**VII. Liability for Defects, Statute of Limitations**

1. Nothing in these Conditions shall limit or exclude the Seller's liability for:
  - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - (d) defective products under the Consumer Protection Act 1987.
2. Subject to Article VII Section 1 the Seller's total liability to the Customer shall not exceed the total price, paid by the Customer for the Goods.

3. Subject to Article VII Section 1, the Seller shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract. The restrictions on liability in this Article VII apply to every liability arising under or in connection with the Contract, and for the personal liability for any personal liability of the Seller's legal representatives, employees and other vicarious agents in connection with the Contract.
4. Save as stated otherwise in the Contract (in particular any warranty claims under Section VI), the limitation period for all claims under the Contract will expire in accordance with the Limitation Act 1980 or other applicable statutory periods.

#### **VIII. Intellectual Property Rights**

1. Insofar as the Customer provides specifications for deliveries and services, the Customer warrants that manufacture and use of the Goods, insofar as the Seller delivers them in accordance with the Customer's specifications, do not infringe any third-party rights.
2. The Customer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses suffered or incurred by the Seller as a result of any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or manufacturing of the Goods in accordance with the Customer's specifications, to the extent that the claim is attributable to the acts or omissions of the Customer.
3. Save as expressly set out above, the following shall apply: If a third party asserts a justified claim against the Customer based on an infringement of third-party intellectual property rights by the Goods and used by the Customer in accordance with the reasonably expected uses of the Goods in the Customer's ordinary course of business, the Seller shall be liable to the Customer as follows:
  - (a) The Seller shall, at its own discretion, obtain a right of use for the respective delivery item or modify or replace it in such a way that no third-party rights are infringed anymore, and the delivery item continues to fulfil its contractually agreed functions. However, if this is not possible for the Seller with reasonable effort, the Customer shall be entitled to withdraw from the Contract or to demand a reduction of the purchase price in accordance with the statutory provisions.
  - (b) The Seller's obligation to pay compensation for damages shall be subject to the provisions of Article VII.
  - (c) The Customer must not make any admissions as to the alleged occurrence or breach of any third-party claims without the prior express consent of the Seller and must inform the Seller without undue delay in writing as soon as claims regarding the infringement of third-party rights are asserted against the Customer. Failure to comply will these obligations the Seller's obligations under this Article VIII Section 2 will no longer apply.
  - (d) The Seller retains the right to take control of all defence measures and negotiate a settlement directly with the third party, and the Customer will provide all reasonable assistance required by the Seller in connection with such Seller actions.
  - (e) Any claims brought by the Customer under this Section 3 must be brought within the 12-month period following acceptance of the Goods following delivery.
4. The Seller will have no liability to the Customer under this Article VIII:
  - (a) to the extent the Customer is responsible for the alleged acts of infringement of the third-party intellectual property rights;
  - (b) if the infringement of the third-party intellectual property rights was caused by an application or use of the respective good not foreseeable for the Seller or not agreed by the parties, or arises from the Customer modifying the Goods or using it together with products that were not delivered by the Seller, unless the Seller has agreed in advance
5. The limitations of Article VII shall apply to all Customer's claims made under this Article VIII.
6. In the event of product modifications according to the Customer's specifications, all intellectual property rights in any drawings and documents provided by the Customer shall remain the property of the Customer. However, the Seller shall be entitled to make the drawings and documents provided by the Customer available to third parties (in particular manufacturers) to whom the Seller has permissibly transferred supplies or services. Furthermore, the Seller may store any data electronically provided by Customer within the scope of his standard data backup system.

#### **IX. Termination**

1. Each Contract will come into force in accordance with Article II, and will continue in force until the earlier of the later of completion of: (i) delivery of all Goods; and (ii) the receipt by the Company of all amounts due to the Company under the Contract; and (iii) the termination of the Contract in accordance with the provisions of this clause
2. A Contract may be terminated in the following circumstances:
  - (a) either party may terminate a Contract immediately by giving written notice to the other party if the other party commits any material breach of any term of the Contract;
  - (b) the Seller may terminate any Contract immediately by giving written notice to the Customer if the Customer fails to pay to the Seller any amount due under the Contract by the due date for payment;
  - (c) the Seller may terminate any Contract for convenience on 90 days' notice;
  - (d) the Seller may terminate any Contract immediately by giving written notice to the Customer if the Customer: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors.
  - (e) as otherwise provided for in these Conditions or a Contract.
3. Upon termination of a Contract, all the provisions of that Contract will cease to have effect, save that any provisions of that Contract or these Conditions capable of surviving and intended to survive termination will survive and continue to have effect.

4. Termination of a Contract will not affect either party's accrued rights (including accrued rights to be paid for any Goods which have been dispatched or delivered but not yet paid for, and accrued rights to a remedy for breach of condition or warranty) as at the date of termination.
5. Each Order accepted by the Seller in accordance with Article II constitutes a discrete Contract. Should a Customer have multiple Contracts with the Seller, the termination of any one Contract will not affect any other Contracts in force between the parties.

**X. Export Control**

1. The Seller does not sell its products to countries for which the EU or the USA have issued an embargo. Therefore, if, after the conclusion of the Contract, it turns out that the Customer resides or is based in a country for which an embargo is issued or intends to make a further delivery to such country, the Seller is entitled to immediately withdraw from the contract.
2. The Seller is part of a US group of companies. As such, the Seller verifies whether and to what extent a transaction with the Customer is permissible or subject to approval under US sanctions law (to the extent applicable to the Seller).
3. The Customer acknowledges that the products of the Seller are partly manufactured in the USA and may be subject to export restrictions of the USA. In the event of a resale, the Customer shall ensure that, in addition to European restrictions, these restrictions are also complied with and shall also impose this obligation on its Customer.

**XI. Confidentiality**

1. The Customer is obliged to keep all information that become known in connection with the performance of the contract as confidential, neither to use it for his own or third parties' purposes outside of this contract nor to make it available to third parties. This obligation applies for the duration of this contractual relationship as well as after its termination. The Customer shall impose this obligation of confidentiality, including the prohibition of use, on his employees and other representatives and agents. Further confidentiality obligations of any confidentiality agreement or development contract concluded between the parties shall remain unaffected.
2. The obligation to maintain confidentiality and the prohibition of use shall not apply if and to the extent that the information (i) was already known to the Customer before disclosure by the Seller, (ii) is, at the date of conclusion of the contract, generally available or will thereafter be made generally available, (iii) is made available to the Customer from a third party lawfully entitled to do so or (iv) is required to be disclosed to any authorities for the purposes of the contract, or to a court, or on the basis of any statutory obligations, provided that, if legally permissible, the Customer first gives prompt notice to the Seller to permit him to oppose such requirement prior to disclosure remains unaffected.

**XII. Data Protection**

The Seller complies with the applicable provisions of the data protection law when processing any personal data of the Customer. Further information is available at <https://www.ecomal.com/en/information/data-privacy/>.

**XIII. Severability**

1. If any provision of the contract or any provision subsequently added to the Contract is or becomes invalid or void in whole or in part, or if the Contract contains any omission, the validity of the remaining provisions shall not be affected thereby.
2. The parties shall agree on a valid substitute provision that comes as close as possible in meaning and effectiveness to the original provision.

**XIV. Jurisdiction, Applicable Law**

1. The Customer submits to the exclusive jurisdiction of the courts of England and agrees that, in respect of proceedings in England and in any other jurisdiction, process may be served on it in accordance with any agreed notice provisions between the parties and the applicable requirements of the English courts. Nothing in this Article XIV shall limit the right of the Seller to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the Seller from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
2. These Conditions and all other contractual relations between the Seller and the Customer shall be governed by and construed in accordance with English law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

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