

# Safety instructions, Warranty and Terms & Conditions of XIMEA GmbH

## 1. Safety instructions and precautions

This chapter describes safety instructions and precautions valid for XIMEA cameras and special considerations regarding XIMEA board level cameras. In order to avoid harm or damage to your XIMEA camera, please handle it as described in this manual, paying special attention to the cautions shown in the following table:

### 1.1. Disassembling

No disassembling of the camera is allowed, except for conversion to CS-Mount. Any other disassembly will automatically void any warranties.

There are no switches or parts inside the cameras that require attention or mechanical adjustment. Please note that the warranty is voided by opening the camera housing.

### 1.2. Mounting / Fastening

Use only the designated threaded holes for mounting the camera. Use only the specified screws and torques when fastening.

### 1.3. Connections

Use only recommended connectors and cables.

### 1.4. Power supply

Use only the recommended electrical power supply via the USB cable. Power cannot be supplied to the camera via the I/O connector.

### 1.5. Environment / protect against water

Camera may only be used in suitable environment.

Do not let camera get wet. Protect the camera against contact with water.

Damages may be caused by:

- Overheating
- Contact with water
- Operation in an environment with condensing humidity
- Mechanical shock
- Dust
- Electrostatic discharge

### 1.6. Recommended light conditions.

Do not expose the camera to light sources with intense energy, e.g. laser beams or X-ray.

Light intensity or exposure time exceeding the saturation of the sensor may damage the sensor irreparably. This may occur e.g. in (but is not limited to) the following situations:

- High-energy laser light hitting the sensor directly
- Bright light sources hitting the sensor directly (burn-in)
- Camera is exposed to X-rays

The warranty does not cover damaged cameras caused by X-ray applications or too much light / laser light.

## 1.7. Protect the optical components

Do not touch the optical components with hard or abrasive objects or with chemicals other than specified blow for cleaning.

When handling the camera, avoid touching the lenses and filter glasses. Fingerprints or other impurities may affect the image quality and may damage the surfaces.

Mount / dismount lenses and additional filters only in a dust free environment.

Do not use compressed air as this could push dust into the camera (and lenses).

## 1.8. Mechanical loads

Avoid excessive shaking, throwing, dropping or any kind of mishandling of the device.

## 1.9. Camera / lens cleaning

Please follow instructions described below.

- Use only optical quality tissue / cloth (dry cotton) a standard camera lens cleaning kit, if you must clean a lens or filter. Do not apply excessive force.
- Use only optics cleaner (e.g. 60% ethyl alcohol, 40% ether). Never use aggressive cleaners like gasoline or spirits. Such cleaners may destroy the surface.
- Do not use compressed air.

## 1.10. Protect against static discharge (ESD)

Image sensors and the PCB are easily damaged by electrostatic discharge (ESD).

- Only handle the cameras (especially board-level cameras) in ESD controlled environments.
- Please use anti-static gloves, clothes and materials. Also use conductive shoes.
- Wear an ESD protection wrist strap.
- Install a conductive mat on the floor and / or working table to prevent the generation of static electricity.

## 1.11. Safety instructions for board level cameras

Abuse or misapplication of the board level camera may result in limited warranty or cancelation of warranty. Due to the exposed electronics, special rules apply:

- Only qualified personnel is allowed to handle, install and operate the board level cameras.
- Board level cameras are delivered without housing. Handle the PCB and the sensor with care. Do not bend the boards. Do not touch the components or contacts on a board. Hold the board by its edges only.
- Protect the board level camera against electrostatic discharge (see above "Protect against static discharge (ESD)").
- Do not hold any components of your board level cameras against your clothing, even if you are wearing a wrist strap.
- Do not remove the board level camera from its anti-static packaging unless your body is grounded.
- To protect the boards from radiation of other modules or devices a housing or shielding may be required.
- Be sure that the board level camera has no contact to any electrical source before mounting or making connections to the board level camera.
- Do not connect or disconnect any cables or use the board level camera during an electrical storm.
- Avoid any mechanical forces to the board level cameras, especially torsional, tensile and compressive forces. Any of these forces may result in damage of the board level cameras.
- Make sure that only clean boards will be put into operation.
- To protect the boards from dirt like dust or liquids always use the board level cameras in clean room environment or use a protective housing.

## 2. Warranty

In addition to the provisions of Article VIII of the Standard Terms & Conditions of XIMEA GmbH (see below) the following additions and specifications apply:

XIMEA warrants to the Original Purchaser that the Camera provided is free from material and manufacturing defects. XIMEA will also warrant the operation of the camera within specifications for a period of 2 years. Should a unit fail during this period, XIMEA will, at its option, repair or replace the damaged unit. Repaired or replaced Products are covered for the remainder of the original Product warranty period.

Please note our explanations regarding the usage and handling of board level cameras and related restrictions of warranty (see above).

Warranty is void if any labeling is removed. This warranty does not apply to units that, after being examined by XIMEA, have been found to have failed due to customer abuse, mishandling, alteration, improper installation or negligence. If the original camera module is housed within a case, removing the case for any purpose voids this warranty. This warranty does not apply to damage to any part of the optical path resulting from removal or replacement of the protective glass or filter over the camera, such as scratched glass or sensor damage. If the camera is disassembled, reworked or repaired by anyone other than a recommended service person, XIMEA or its suppliers will take no responsibility for the subsequent performance or quality of the camera.

XIMEA expressly disclaims and excludes all other warranties, express, implied and statutory, including, but without limitation, warranty of merchantability and fitness for a particular application or purpose. In no event shall XIMEA be liable to the Original Purchaser or any third party for direct, indirect, incidental, consequential, special or accidental damages, including without limitation damages for business interruption, loss of profits, revenue, data or bodily injury or death except in case of willful misconduct by XIMEA or employees of XIMEA.

## 3. Changes to warranty due to filter glass removal

All XIMEA cameras are delivered with a filter glass that serves two purposes:

- to block light with wavelengths that could lead to a reduction in sensitivity or resolution of the cameras and
- to provide protection against mechanical damage to the sensor and electronics, as well as protection against dust and water ingress.

Removal of the filter glass is not permitted and will completely void the warranty.

For users who wish to operate the camera without a filter glass, XIMEA offers the cameras without filter glass as a factory option.

For these cameras the following reduced warranties apply:

- XIMEA offers the same warranty for cameras without filter glass, except
  - Any mechanical damage to the sensor or the electronics is excluded from the warranty
  - Any damage to the sensor or electronics due to dust ingress is excluded from the warranty
  - Any damage due to ingress of liquids is excluded from the warranty.
  - Any warranties that cover the optical path are void.

Any damage falling into any of the above categories will be handled as a standard repair outside the warranty period.

## 4. Changes to warranty for board level cameras

XIMEA offers board level cameras as a factory option. For these cameras the following reduced warranties apply:

- XIMEA offers the same warranty for cameras with housing, except
  - Any mechanical or electrical damage to the sensor or the electronics is excluded from the warranty
  - Any damage to the sensor or electronics due to dust ingress is excluded from the warranty
  - Any damage due to ingress of liquids is excluded from the warranty.

- Any damage due to electrostatic discharge is excluded from the warranty

Any damage falling into any of the above categories will be handled as a standard repair outside the warranty period.

## 5. Disclaimer of Warranty

In addition to the provisions of Article XII of the Standard Terms & Conditions of XIMEA GmbH (see below) the following apply:

Although XIMEA has taken care to ensure the accuracy of the information contained herein it accepts no responsibility for the consequences of any use thereof and also reserves the right to change the specification of goods without notice.

XIMEA does not assume any liability for damage that is the result of improper use of its products or failure to comply with the operating manuals or the applicable rules and regulations.

## 6. List Of Trademarks

XIMEA, xi, xiMedia, and CURRERA are trademarks or registered trademarks of XIMEA GmbH in Germany, Slovakia, USA and other countries.

Microsoft, Windows, Windows 11, Windows 10, and Windows 7 are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. Apple, the Apple logo and MacOS are trademarks of Apple Computer, Inc. Linux is a trademark of Linus Torvalds. Sony, Pregius, Pregius S, and Starvis are trademarks of the Sony Corporation. USB3 Vision is trademark owned by the AIA.

All other brands, service provision brands, and logos referred to are brands, service provision brands, and logos belonging to their respective owners.

## 7. Standard Terms & Conditions of XIMEA GmbH

### General Conditions

for the Supply of Products and Services of the Electrical and Electronics Industry ("Grüne Lieferbedingungen" – GL)

for commercial transactions between businesses

recommended by ZVEI-Zentralverband Elektrotechnik- und Elektronikindustrie e. V.

as of January 2022 (with 24-month warranty period and No-Russia / No-Belarus Clause), and listed below

### Article I: General Provisions

1. Legal relations between Supplier and Purchaser in connection with supplies and/or services of the Supplier (hereinafter referred to as "Supplies") shall be solely governed by the present GL. The Purchaser's general terms and conditions shall apply only if expressly accepted by the Supplier in writing. The scope of delivery shall be determined by the congruent mutual written declarations.
2. The Supplier herewith reserves any industrial property rights and/or copyrights and rights of use pertaining to its cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents shall not be made accessible to third parties without the Supplier's prior consent and shall, upon request, be returned without undue delay to the Supplier if the contract is not awarded to the Supplier. Sentences 1 and 2 shall apply mutatis mutandis to the Purchaser's Documents; these may, however, be made accessible to those third parties to whom the Supplier has rightfully subcontracted Supplies.
3. The Purchaser has the non-exclusive right to use standard software and firmware, provided that it remains unchanged, is used within the agreed performance parameters, and on the agreed equipment. Without express agreement the Purchaser may make one back-up copy of standard software.
4. Partial deliveries are allowed, unless they are unreasonable to accept for the Purchaser.
5. The term „claim for damages" used in the present GL also includes claims for indemnification for useless expenditure.

## Article II: Prices, Terms of Payment, and Set-Off

1. Prices are ex works and excluding packaging; value added tax shall be added at the then applicable rate.
2. If the Supplier is also responsible for assembly or erection and unless otherwise agreed, the Purchaser shall pay the agreed remuneration and any incidental costs required, e. g. for traveling and transport as well as allowances.
3. Payments shall be made free Supplier's paying office.
4. The Purchaser may set off only those claims which are undisputed or non-appealable.

## Article III: Retention of Title

1. The items pertaining to the Supplies ("Retained Goods") for which the purchase price claim is due immediately or for which a payment period of up to and including 30 days after delivery, delivery with installation/assembly or receipt of invoice has been agreed for the due date of the purchase price claim shall remain the property of the Supplier until payment has been made in total.
2. In all other cases, the items pertaining to the Supplies ("Retained Goods") shall remain the Supplier's property until each and every claim the Supplier has against the Purchaser on account of the business relationship has been fulfilled. If the combined value of the Supplier's security interests exceeds the value of all secured claims by more than 20 %, the Supplier shall release a corresponding part of the security interest if so requested by the Purchaser; the Supplier shall be entitled to choose which security interest it wishes to release.
3. For the duration of the retention of title, the Purchaser may not pledge the Retained Goods or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment.
4. Should Purchaser resell Retained Goods, it assigns to the Supplier, already today, all claims it will have against its customers out of the resale, including any collateral rights and all balance claims, as security, without any subsequent declarations to this effect being necessary. If the Retained Goods are sold on together with other items and no individual price has been agreed with respect to the Retained Goods, Purchaser shall assign to the Supplier such fraction of the total price claim as is attributable to the price of the Retained Goods invoiced by Supplier.
5. (a) Purchaser may process, amalgamate or combine Retained Goods with other items. Processing is made for Supplier. Purchaser shall store the new item thus created for Supplier, exercising the due care of a diligent business person. The new items are considered as Retained Goods.  
(b) Already today, Supplier and Purchaser agree that if Retained Goods are combined or amalgamated with other items that are not the property of Supplier, Supplier shall acquire co-ownership in the new item in proportion of the value of the Retained Goods combined or amalgamated to the other items at the time of combination or amalgamation. In this respect, the new items are considered as Retained Goods.  
(c) The provisions on the assignment of claims according to No. 4 above shall also apply to the new item. The assignment, however, shall only apply to the amount corresponding to the value invoiced by Supplier for the Retained Goods that have been processed, combined or amalgamated.  
(d) Where Purchaser combines Retained Goods with real estate or movable goods, it shall, without any further declaration being necessary to this effect, also assign to Supplier as security its claim to consideration for the combination, including all collateral rights for the prorate amount of the value the combined Retained Goods have on the other combined items at the time of the combination.
6. Until further notice, Purchaser may collect assigned claims relating to the resale. Supplier is entitled to withdraw Purchaser's permission to collect funds for good reason, including, but not limited to delayed payment, suspension of payments, start of insolvency proceedings, protest or justified indications for overindebtedness or pending insolvency of Purchaser. In addition, Supplier may, upon expiry of an adequate period of notice disclose the assignment, realize the claims assigned and demand that Purchaser informs its customer of the assignment.
7. The Purchaser shall inform the Supplier forthwith of any seizure or other act of intervention by third parties. If a reasonable interest can be proven, Purchaser shall, without undue delay, provide Supplier with the information and/or Documents necessary to assert the claims it has against its customers.

8. Where the Purchaser fails to fulfill its duties, fails to make payment due, or otherwise violates its obligations the Supplier shall be entitled to rescind the contract and take back the Retained Goods in the case of continued failure following expiry of a reasonable remedy period set by the Supplier; the statutory provisions providing that a remedy period is not needed shall be unaffected. The Purchaser shall be obliged to return the Retained Goods. The fact that the Supplier takes back Retained Goods and/or exercises the retention of title, or has the Retained Goods seized, shall not be construed to constitute a rescission of the contract, unless the Supplier so expressly declares.

#### **Article IV: Time for Supplies; Delay**

1. Times set for Supplies shall only be binding if all Documents to be furnished by the Purchaser, necessary permits and approvals, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Purchaser are fulfilled. If these conditions are not fulfilled in time, times set shall be extended reasonably; this shall not apply if the Supplier is responsible for the delay.
2. If non-observance of the times set is due to:
  - (a) force majeure, such as mobilization, war, terror attacks, rebellion or similar events (e. g. strike or lockout);
  - (b) virus attacks or other attacks on the Supplier's IT systems occurring despite protective measures were in place that complied with the principles of proper care;
  - (c) hindrances attributable to German, US or otherwise applicable national, EU or international rules of foreign trade law or to other circumstances for which Supplier is not responsible; or
  - (d) the fact that Supplier does not receive its own supplies in due time or in due form such times shall be extended accordingly.
3. If the Supplier is responsible for the delay (hereinafter referred to as "Delay") and the Purchaser has demonstrably suffered a loss therefrom, the Purchaser may claim a compensation as liquidated damages of 0.5 % for every completed week of Delay, but in no case more than a total of 5 % of the price of that part of the Supplies which due to the Delay could not be put to the intended use.
4. Purchaser's claims for damages due to delayed Supplies as well as claims for damages in lieu of performance exceeding the limits specified in No. 3 above are excluded in all cases of delayed Supplies, even upon expiry of a time set to the Supplier to effect the Supplies. This shall not apply in cases of liability based on intent, gross negligence, or due to loss of life, bodily injury or damage to health. Rescission of the contract by the Purchaser based on statute is limited to cases where the Supplier is responsible for the delay. The above provisions do not imply a change in the burden of proof to the detriment of the Purchaser.
5. At the Supplier's request, the Purchaser shall declare within a reasonable period of time whether it, due to the delayed Supplies, rescinds the contract or insists on the delivery of the Supplies.
6. If dispatch or delivery, due to Purchaser's request, is delayed by more than one month after notification of the readiness for dispatch was given, the Purchaser may be charged, for every additional month commenced, storage costs of 0.5 % of the price of the items of the Supplies, but in no case more than a total of 5 %. The parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.

#### **Article V: Passing of Risk**

1. Even where delivery has been agreed freight free, the risk shall pass to the Purchaser as follows:
  - (a) if the delivery does not include assembly or erection, at the time when it is shipped or picked up by the carrier. Upon the Purchaser's request, the Supplier shall insure the delivery against the usual risks of transport at the Purchaser's expense;
  - (b) if the delivery includes assembly or erection, at the day of taking over in the Purchaser's own works or, if so agreed, after a successful trial run.
2. The risk shall pass to the Purchaser if dispatch, delivery, the start or performance of assembly or erection, the taking over in the Purchaser's own works, or the trial run is delayed for reasons for which the Purchaser is responsible or if the Purchaser has otherwise failed to accept the Supplies.

## Article VI: Assembly and Erection

Unless otherwise agreed in written form, assembly and erection shall be subject to the following provisions:

1. Purchaser shall provide at its own expense and in due time:
  - (a) all earth and construction work and other ancillary work outside the Supplier's scope, including the necessary skilled and unskilled labor, construction materials and tools;
  - (b) the equipment and materials necessary for assembly and commissioning such as scaffolds, lifting equipment and other devices as well as fuels and lubricants;
  - (c) energy and water at the point of use including connections, heating and lighting;
  - (d) suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the erection personnel, including sanitary facilities as are appropriate in the specific circumstances; furthermore, the Purchaser shall take all measures it would take for the protection of its own possessions to protect the possessions of the Supplier and of the erection personnel at the site;
  - (e) protective clothing and protective devices needed due to particular conditions prevailing on the specific site.
2. Before the erection work starts, the Purchaser shall unsolicitedly make available any information required concerning the location of concealed electric power, gas and water lines or of similar installations as well as the necessary structural data.
3. Prior to assembly or erection, the materials and equipment necessary for the work to start must be available on the site of assembly or erection and any preparatory work must have advanced to such a degree that assembly or erection can be started as agreed and carried out without interruption. Access roads and the site of assembly or erection must be level and clear.
4. If assembly, erection or commissioning is delayed due to circumstances for which the Supplier is not responsible, the Purchaser shall bear the reasonable costs incurred for idle times and any additional traveling expenditure of the Supplier or the erection personnel.
5. The Purchaser shall attest to the hours worked by the erection personnel towards the Supplier at weekly intervals and the Purchaser shall immediately confirm in written form if assembly, erection or commissioning has been completed.
6. If, after completion, the Supplier demands acceptance of the Supplies, the Purchaser shall comply therewith within a period of two weeks. The same consequences as upon acceptance arise if and when the Purchaser lets the two-week period expire or the Supplies are put to use after completion of agreed test phases, if any.

## Article VII: Receiving Supplies

The Purchaser shall not refuse to receive Supplies due to minor defects.

## Article VIII: Defects as to Quality

The Supplier shall be liable for defects as to quality ("Sachmängel", hereinafter referred to as "Defects",) as follows:

1. The Supplies are free from Defects if upon the passing of the risk they comply with the subjective requirements, the objective requirements and the installation requirements pursuant to Sec. 434 German Civil Code ("Bürgerliches Gesetzbuch"). 2 If the parties have agreed on the quality of the Supplies ("Beschaffensvereinbarung"), the question whether the Supplies meet the objective requirements shall be determined exclusively by such agreement. 3 Sentence 2 shall not apply if the last contract in the supply chain is a sale of consumer goods.
2. Defective parts or defective services shall be, at the Supplier's discretion, repaired, replaced or provided again free of charge, provided that the reason for the Defect had already existed at the time when the risk passed.
3. Claims for repair or replacement are subject to a statute of limitations of 24 months calculated from the start of the statutory statute of limitations; the same shall apply mutatis mutandis in the case of rescission and reduction. This shall not apply:
  - where longer periods are prescribed by law according to Sec. 438 para. 1 No. 2 (buildings and things used for a building), and Sec. 634a para. 1 No. 2 (defects of a building) German Civil Code ("Bürgerliches Gesetzbuch"),
  - in the case of intent,
  - in the case of fraudulent concealment of the Defect or
  - non-compliance with guaranteed characteristic ("Beschaffensgarantie").



Claims for the reimbursement of expenses on the part of the Purchaser in accordance with Sec. 445a BGB (entrepreneur's right of recourse) shall likewise be subject to a statute of limitations of 24 months from the start of the statutory statute of limitations, provided the last contract in the supply chain is not a sale of consumer goods.

4. The legal provisions regarding suspension of the statute of limitations ("Ablaufhemmung", "Hemmung") and recommencement of limitation periods shall be unaffected. The suspension of the statute of limitations according to Sec. 445b para. 2 BGB (limitation of right of recourse) shall in any case end no later than 5 years after the date on which the Supplier delivered the concerned item to the seller. This shall not apply if the last contract in the supply chain is a sale of consumer goods or in cases that are according to No. 3 Sentence 2 above.

5. Notifications of Defect by the Purchaser shall be given in written form without undue delay.

6. In the case of claims for Defects, the Purchaser may withhold payments to an amount that is in a reasonable proportion to the Defect. The Purchaser has no right to withhold payments to the extent that its claim of a Defect is time-barred. Unjustified notifications of Defect shall entitle the Supplier to demand reimbursement of its expenses by the Purchaser.

7. The Supplier shall be given the opportunity to repair or to replace the defective good ("Nacherfüllung") within a reasonable period of time.

8. If repair or replacement is unsuccessful, the Purchaser is entitled to rescind the contract or reduce the remuneration; any claims for damages the Purchaser may have according to No. 10 shall be unaffected.

9. There shall be no claims based on Defect in cases of insignificant deviations from the agreed quality, of only minor impairment of usability, of natural wear and tear, or damage arising after the passing of risk from faulty or negligent handling, excessive strain, unsuitable equipment, defective civil works, inappropriate foundation soil, or claims based on particular external influences not assumed under the contract, or from non-reproducible software errors. Claims based on defects attributable to improper modifications, installation/ removal, or repair work carried out by the Purchaser or third parties and the consequences thereof are likewise excluded.

10. The Purchaser shall have no claim with respect to expenses incurred in the course of supplementary performance, to the extent that expenses are increased because the subject matter of the Supplies has subsequently been brought to another location than the Purchaser's branch office, unless doing so complies with the normal use of the Supplies. This applies accordingly to claims for the reimbursement of expenses on the part of the Purchaser in accordance with Sec. 445a BGB (entrepreneur's right of recourse), provided the last contract in the supply chain is not a sale of consumer goods.

11. The Purchaser's right of recourse against the Supplier pursuant Sec. 445a BGB (entrepreneur's right of recourse) is limited to cases where the Purchaser has not concluded an agreement with its customers exceeding the scope of the statutory provisions governing claims based on Defects.

12. The Purchaser shall have no claim for damages based on Defects. This shall not apply to the extent that a Defect has been fraudulently concealed, the guaranteed characteristics are not complied with, in the case of loss of life, bodily injury or damage to health, and/or intentionally or grossly negligent breach of contract on the part of the Supplier. The above provisions do not imply a change in the burden of proof to the detriment of the Purchaser. Any other or additional claims of the Purchaser exceeding the claims provided for in this Article VIII, based on a Defect, are excluded.

#### **Article IX: Industrial Property Rights and Copyrights; Defects in Title**

1. Unless otherwise agreed, the Supplier shall provide the Supplies in the country of the place of delivery only, without infringing any third-party industrial property rights and copyrights (hereinafter referred to as "IPR"). If a third party asserts a justified claim against the Purchaser based on an infringement of an IPR by the Supplies made by the Supplier and used in conformity with the contract, the Supplier shall be liable to the Purchaser within the time period stipulated in Article VIII No. 2 as follows:

(a) The Supplier shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the Supplies concerned or whether to modify the Supplies such that they no longer infringe the IPR or replace them. If this would be impossible for the Supplier under reasonable conditions, the Purchaser may rescind the contract or reduce the remuneration pursuant to the applicable statutory provisions;

(b) The Supplier's liability to pay damages is governed by Article XII;

(c) The above obligations of the Supplier shall apply only if the Purchaser (i) immediately notifies the Supplier of any such claim asserted by the third party in written form, (ii) does not concede the existence of an infringement and (iii) leaves any protective measures and settlement negotiations to the Supplier's discretion. If the Purchaser stops using the Supplies in order to reduce



the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

2. Claims of the Purchaser shall be excluded if it is responsible for the infringement of an IPR.
3. Claims of the Purchaser are also excluded if the infringement of the IPR is caused by specifications made by the Purchaser, by a type of use not foreseeable by the Supplier or by the Supplies being modified by the Purchaser or being used together with products not provided by the Supplier.
4. In addition, with respect to claims by the Purchaser pursuant to No. 1 a) above, Article VIII Nos. 4, 5, 8, and 9 shall apply mutatis mutandis in the event of an infringement of an IPR.
5. Where other defects in title occur, Article VIII shall apply mutatis mutandis.
6. Any other claims of the Purchaser against the Supplier or its agents or any such claims exceeding the claims provided for in this Article IX, based on a defect in title, are excluded.

#### **Article X: Conditional Performance**

1. The performance of this contract is conditional upon that no hindrances attributable to German, US or otherwise applicable national, EU or international rules of foreign trade law or any embargos or other sanctions exist.
2. The Purchaser shall provide any information and Documents required for export, transport and import purposes.

#### **Article XI: Impossibility of Performance; Adaptation of Contract**

1. To the extent that delivery is impossible, the Purchaser is entitled to claim damages, unless the Supplier is not responsible for the impossibility. The Purchaser's claim for damages is, however, limited to an amount of 10 % of the value of the part of the Supplies which, owing to the impossibility, cannot be put to the intended use. This limitation shall not apply in the case of liability based on intent, gross negligence or loss of life, bodily injury or damage to health; this does not imply a change in the burden of proof to the detriment of the Purchaser. The Purchaser's right to rescind the contract shall be unaffected.
2. Where events within the meaning of Article IV No. 2 (a) to (c) substantially change the economic importance or the contents of the Supplies or considerably affect the Supplier's business, the contract shall be adapted taking into account the principles of reasonableness and good faith. To the extent this is not justifiable for economic reasons, the Supplier shall have the right to rescind the contract. The same applies if required export permits are not granted or cannot be used. If the Supplier intends to exercise its right to rescind the contract, it shall notify the Purchaser thereof without undue delay after having realized the repercussions of the event; this shall also apply even where an extension of the delivery period has previously been agreed with the Purchaser.

#### **Article XII: Other Claims for Damages**

1. Unless otherwise provided for in the present GL, the Purchaser has no claim for damages based on whatever legal reason, including infringement of duties arising in connection with the contract or tort.
2. This does not apply if liability is based on:
  - (a) the German Product Liability Act ("Produkthaftungsgesetz");
  - (b) intent;
  - (c) gross negligence on the part of the owners, legal representatives or executives;
  - (d) fraud;
  - (e) failure to comply with a guarantee granted;
  - (f) negligent injury to life, limb or health; or
  - (g) negligent breach of a fundamental condition of contract ("wesentliche Vertragspflichten").

However, claims for damages arising from a breach of a fundamental condition of contract shall be limited to the foreseeable damage which is intrinsic to the contract, provided that no other of the above case applies.
3. The above provision does not imply a change in the burden of proof to the detriment of the Purchaser.

### Artikel XIII: Venue and Applicable law

1. If the Purchaser is a businessman, sole venue for all disputes arising directly or indirectly out of the contract shall be the Supplier's place of business. However, the Supplier may also bring an action at the Purchaser's place of business.
2. This contract and its interpretation shall be governed by German law, to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).

### Article XIV: Severability Clause

The legal invalidity of one or more provisions of this Agreement in no way affects the validity of the remaining provisions. This shall not apply if it would be unreasonably onerous for one of the parties to be obligated to continue the contract.

### Article XV: No-Russia and No-Belarus Clause

1 The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

The Purchaser shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006.

2 The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3 The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 1.

4 Any violation of paragraphs 1, 2 or 3 shall constitute a material breach of an essential element of a sales agreement between Supplier and Purchaser, and the Purchaser shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of this Agreement; and
- (ii) a penalty of 50% of the total value of this Agreement or price of the goods exported, whichever is higher.

5 The Purchaser shall immediately inform the Supplier about any problems in applying paragraphs 1, 2 or 3, including any relevant activities by third parties that could frustrate the purpose of paragraph 1. The Purchaser shall make available to the Supplier information concerning compliance with the obligations under paragraph 1, 2 and 3 within two weeks of the simple request of such information.

## 8. Revision History

Version	Date	Notes
1.10	10/01/2013	Initial version
1.20	10/01/2013	Reviewed version
1.30	06/02/2021	Standard T&C replaced
1.40	03.05.2022	Reviewed version
1.50	04/24/2025	No-Russia and No-Belarus Clause added according to EU-Regulations