

1. Scope

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all contractual agreements regardless of their nature and content (hereinafter referred to as "Individual Agreements"), in particular concerning the provision of services, the grant of use and/or the making available of goods, products and merchandise, whether material or immaterial (hereinafter referred to as "Contractual Services"), between FEMTO Messtechnik GmbH (hereinafter referred to as "FEMTO") and contractual partners of FEMTO (hereinafter referred to as "Contractual Partner") in the version valid at the time an order is being placed. All offers and services provided by FEMTO are subject to these GTC unless the parties have agreed otherwise. Any terms and conditions of the Contractual Partner deviating from these GTC shall only become part of the Individual Agreements with the prior written consent of FEMTO.

1.2 The following provisions only apply to entrepreneurs within the meaning of § 14 German Civil Code (BGB) as well as to legal entities and/or special funds under public law. Section 2.1. however also applies to consumers within the meaning of § 13 BGB.

2. Conclusion of contract/declarations of intent

2.1 Offers of FEMTO are not directed at consumers as defined in § 13 BGB. Contractual Partners assure that when making their offer they are acting as entrepreneurs within the meaning of § 14 BGB or as legal entities and/or special funds under public law. FEMTO reserves the right to make the acceptance of orders dependent on a prior examination of the Contractual Partner's entrepreneurial status. Contracts between FEMTO and Contractual Partner may be concluded in German and English language.

2.2 Unless otherwise specified in the respective offer, all offers made by FEMTO on the Internet and/or in written or electronic correspondence do not constitute binding offers in the legal sense and are always subject to change. They serve solely to present the Contractual Services. An Individual Agreement regarding the Contractual Services by FEMTO is only concluded when FEMTO has accepted the Contractual Partner's order in writing (hereinafter "Contract Confirmation") or when FEMTO has commenced performance of the Contractual Services. A confirmation sent by FEMTO to the Contractual Partner after receipt of an order (hereinafter: "Order Confirmation") does not yet constitute acceptance of the Contractual Partner's offer.

2.3 An order of Contractual Services placed by FEMTO shall only be binding when it has been submitted or confirmed in writing. The Contractual Partner is obliged to explicitly draw attention to obvious errors (e.g. typing and calculation errors) and deficiencies of the order including the order documents for the purpose of correction or completion before acceptance.

2.4 FEMTO shall be bound by the offers and/or orders submitted to Contractual Partner only until such time as FEMTO may reasonably expect to receive a reply from Contractual Partner.

3. Subject matter/FEMTO's performance obligations

3.1 The scope of performance owed by FEMTO shall be governed exclusively by the features set out in the relevant Individual Agreement, additionally by these GTC, as well as by the statutory provisions.

3.2 Contractual Services generally comprise the provision of physical objects (hereinafter "Contractual Products") by FEMTO. Non-physical components which are necessary for the contractual use of Contractual Products - in particular software and firmware - are only subject to FEMTO's contractual obligations if and to the extent that this is specified in the relevant offer or has been expressly agreed. By conclusion of contract, Contractual Partner does not acquire ownership of these components, but only a right of use within the meaning of the following provisions. Installation on the premises of Contractual Partner (and/or a third party designated by Contractual Partner) and/or integration of the Contractual Products into an existing system shall only become part of the Contractual Services if this has been expressly agreed upon. In addition to the provision of Contractual Products, FEMTO shall only be obliged to provide work, adaptation and support services if/as expressly agreed in the Individual Agreement.

3.3 Notwithstanding warranty rights of Contractual Partner, any inspection, maintenance, repair and/or calibration of Contractual Products by FEMTO shall be carried out exclusively at FEMTO's registered office and shall require a separate agreement. Unless expressly agreed otherwise, FEMTO's cost estimates, cost information and cost quotations are not binding. As to cost quotations, the statutory provisions of § 649 BGB shall apply. Contractual Partner shall be obliged to – at his own expense and risk – make available to FEMTO at FEMTO's registered office those Contractual Products which are subject of the work referred to hereunder.

3.4 Should Contractual Services constitute work services as set forth under Sec. 631 BGB, the right of the Contractual Partner to terminate the Individual Agreement at any time (§ 648 BGB) shall be excluded; as far as Contractual Services are provided in accordance with rental provisions, FEMTO shall – contrary to Sec. 536a para 1 BGB – only be liable to compensation for initial defects in the event of default on behalf of FEMTO. When FEMTO provides Contractual Partner with samples of Contractual Products prior to the conclusion of an Individual Agreement, provisions set forth herein shall apply with the exception of payment claims (Section 4) as well as warranty (Section 10). Section 7 of these GTC shall not apply.

3.5 Subject to the fulfilment of any contractual and legal obligations regarding participation of Contractual Partner, FEMTO will perform the Contractual Services

within the deadlines agreed in writing in the relevant Individual Agreement, otherwise within reasonable time limits. In the event of delays for which FEMTO is not responsible, the date of performance shall be postponed by the respective period of delay plus a reasonable grace period. Withdrawal from the Individual Agreement by Contractual Partner within the meaning of Sec. 323 para 1 BGB shall only be feasible under the additional condition that FEMTO is responsible for the delay. FEMTO shall pay compensation for damage caused by delays in delivery exclusively under the conditions and in accordance with the provisions of Section 9 below. Payment of lump sum compensations and/or contractual penalties is excluded.

3.6 Place of performance for the provision of Contractual Services by FEMTO shall be FEMTO's registered office. If the subject of an Individual Agreement is a purchase and/or lease/loan of the Contractual Products or the performance of work as referred to in Section 3.3, FEMTO shall notify the Contractual Partner in writing when/if the Contractual Products are ready for dispatch. Contractual Products must be collected by Contractual Partner at his own expense within five (5) working days following receipt of the notification of readiness for dispatch; FEMTO may otherwise arrange for Contractual Products to be stored at the expense of Contractual Partner.

3.7 Risk of accidental loss and accidental deterioration of Contractual Products shall pass to Contractual Partner upon receipt of the notification of readiness for dispatch. Between receipt of the notification of readiness for dispatch and collection by Contractual Partner or by a third party acting on behalf of Contractual Partner, FEMTO shall only be obliged to exercise the care that FEMTO would normally exercise in his own affairs within the meaning of Sec. 277 BGB ("customary care").

3.8 FEMTO shall be entitled to subcontract services of third parties for the provision of Contractual Services and the creation of Contractual Products without consent of Contractual Partner. FEMTO shall not be obliged to inform Contractual Partner of any such involvement of third parties in the provision of Contractual Services and/or the identity of such third party/parties and/or any other data relating to the identity of such third party/parties.

4. Prices and terms of payment

4.1 All prices quoted by FEMTO are net prices and do not include the applicable rate of value added tax or any other fees of a statutory nature. Any discounts granted by FEMTO on Contractual Services are subject to payment within the agreed payment period.

4.2 Notwithstanding any deviating agreements, all amounts invoiced by FEMTO are due for payment without deduction within 10 working days, beginning with the receipt of invoice by Contractual Partner. Date of payment within the meaning of § 362 BGB shall be the date of receipt of the amounts owed in the bank account of FEMTO previously communicated to the Contractual Partner. Deviating from the provision of § 366 Sec. 2 BGB, all payments of Contractual Partner without determination as regards the redeemed debt within the meaning of § 366 Sec. 1 BGB will primarily be offset against FEMTO's claims which have become due within the last two weeks before receipt of such payment. Subsequently, the order of § 366 Sec. 2 BGB shall apply.

4.3 FEMTO shall be entitled to make provision of Contractual Services conditional upon advance payment. If, after the conclusion of an Individual Agreement without such advance payment arrangements, doubts arise as to the ability or willingness of Contractual Partner to pay, inter alia as Contractual Partner in default of his payment obligations or due to circumstances become known after conclusion of the Individual Agreement which are likely to affect FEMTO's claim for payment, FEMTO shall be entitled to make the performance under the Individual Agreement dependent on advance payment or the provision of security by Contractual Partner.

4.4 In the event of default as set forth in Sec. 286 BGB, FEMTO may charge default interest at a rate of 9 percentage points above the base rate applicable at the respective time. FEMTO reserves the right to claim further damages caused by such default.

5. Retention of title

5.1 FEMTO retains title to all Contractual Products (hereinafter: "Retention Products") for as long as FEMTO is still entitled to any receivables, on whatever legal grounds, arising from the business relationship with Contractual Partner.

5.2 Contractual Partner shall, at his own expense and from the time of the transfer of risk, visibly mark Retention Products with a label indicating FEMTO's ownership, keep them free from access by third parties and protect them from interference by third parties. Contractual Partner shall immediately notify FEMTO in writing of any imminent or actual enforcement measures, seizures, claims arising from alleged liens, etc. and shall bear any intervention costs incurred by FEMTO.

5.3 Being subject to revocation by FEMTO, Contractual Partner shall be entitled to legally dispose of Retention Products to any third parties (hereinafter: "Customer") within the scope of his proper business operations. In the event that Contractual Partner only temporarily entrusts Retention Products to Customers, Contractual Partner shall ensure that the obligations incumbent on Contractual Partner in relation to FEMTO are always observed by Customer. If Contractual Partner hands over/delivers the Retention Products to Customer before the purchase price has been paid by Customer, he must inform the Customer of the existing reservation of title to the Retention Products. Contractual Partner hereby assigns to FEMTO all claims for payment, including bills of exchange and cheques, to which he is entitled against the Customer as a result of the disposal of the Retention Products in order to secure the claims of FEMTO arising from the business relationship with Contractual Partner as set forth in Sec. 5.1. He is not entitled to put in pledge Retention Products or to assign

them as means of security. FEMTO accepts this assignment and authorizes Contractual Partner to collect such payment claims from Customer. Should Contractual Partner be in default with his payment obligations, FEMTO is entitled to revoke this authorization to resell and collect the payment claims at any time. Irrespective of this, FEMTO is at any time entitled to disclose this assignment of the claim to Customer and to demand payment to FEMTO. In such an event, Contractual Partner is obliged to immediately hand over to FEMTO all documents and information necessary for the collection of such claims.

5.4. If Retention Products are processed by Contractual Partner, the processing shall be deemed to be carried out in the name and for the account of FEMTO as manufacturer and FEMTO shall acquire direct ownership or - if the processing is carried out using materials from several owners or the value of the processed item is higher than the value of Retention Product - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the Retention Product to the value of the newly created item. In the event that FEMTO does not acquire such ownership, Contractual Partner hereby assigns to FEMTO as security his future ownership or - in the above-mentioned proportion - co-ownership (fractional ownership) of the newly created item. If Retention Products are combined or inseparably mixed with other items to form a single item and if one of the other items is to be regarded as the main item, Contractual Partner shall, insofar as the main item belongs to him, transfer to FEMTO co-ownership of the single item on a pro rata basis in the above-mentioned proportion.

5.5 In the event that Retention Products are delivered to a Customer abroad and the law of the country in whose territory the Retention Products are located does not permit retention of title but permits similar rights, FEMTO shall be entitled to exercise such rights

5.6 Should the value of securities granted by Contractual Partner exceed the claims to be secured by more than 20%, FEMTO will - at Contractual Partner's request and at FEMTO's discretion - release any excess securities and/or cause their release. Should FEMTO be legally obliged to do so, FEMTO will transfer the affected claims to a third party. When selecting the securities to be released, FEMTO shall take into account the legitimate interests of Contractual Partner. Any further claim of the Contractual Partner to the release of securities is not affected thereby.

5.7 Contractual partner is not entitled to pledge, assign or transfer Retention Products as security. Contractual Partner shall be obliged to progressively keep record of Retention Products and, at FEMTO's request, make available at any time a current written overview clearly indicating the storage location of Retention Products.

6. FEMTO's rights in Intellectual property

6.1 All rights to intellectual property and business secrets or trade secrets in or relating to the Contractual Products, Contractual Services and/or FEMTO's business - including, without limitation, trademarks, designs, patents, utility models, copyrights, related rights and know-how (hereinafter: "IP Rights") - are owned in full and exclusively by FEMTO and/or third parties by whom FEMTO has been authorized to use them. Their use by Contractual Partner is subject to the following provisions. Contractual Partner shall refrain from any action that would impair the existence of the IP Rights and/or their attribution to FEMTO and/or the relevant third party. In particular, Contractual Partner shall not be entitled to make or have made IP rights and/or parts of IP rights the subject of his own intellectual property rights application. FEMTO also retains ownership to all rights regarding documents, sketches and drafts handed over to Contractual Partner in the course of contract initiation or performance under the Individual Agreement. Contractual Partner shall protect FEMTO's know-how against disclosure to the same extent as his own know-how of the same kind, but at least by taking the security measures customary in the industry.

6.2 Contractual Partner shall be granted a non-exclusive right of use regarding the IP Rights, which is limited in content to the use of Contractual Services by Contractual Partner as regulated in the Individual Agreement. Notwithstanding the foregoing, the scope of any right derived by FEMTO to use IP Rights of third parties may be limited or extended by the license terms of such third party of which FEMTO will notify Contractual Partner separately. Contractual Partner shall not have the right to edit, benchmark, reverse engineer and/or decompile IP Rights, notwithstanding Contractual Partner's maintenance, service and repair obligations. Furthermore, Contractual Partner shall only be entitled to lease, transfer and/or otherwise sublicense IP Rights in connection with the Contractual Product only in the course of permissible resales and/or transfers of Contractual Product.

6.3 All rights of use granted to Contractual Partner shall expire with termination of the Individual Agreement through cancellation, withdrawal and/or expiry of an agreed contract period. Any use of IP Rights must be discontinued upon termination of the Individual Agreement. Contractual Partner is also obliged to hand over to FEMTO all documents and to delete all data provided by FEMTO in connection with and/or for the purpose of implementing the terminated Individual Agreement, in particular technical drawings, tables and presentations. This does not apply to documents and data that are necessary for Contractual Partner to exercise the rights granted to him under the Individual Agreement and/or that he is obliged to keep by law and/or administrative order. A possible legal exhaustion of IP rights is not affected by the provisions of this section 6.3.

7. Insurance

7.1 With passing of risk until the expiration of FEMTO's retention of title, Contractual Partner is obliged to properly insure Contractual Products against any risk of loss, destruction or damage, in particular by fire, natural hazards, theft and water, at the

nominal value and to extend any existing business liability insurance to the Contractual Products, to provide proof thereof to FEMTO at any time and to hand over a security certificate upon FEMTO's request. Before FEMTO's retention of title expires, Contractual Products may only be put to use under the condition of a sufficient insurance covering.

7.2 Contractual Partner hereby irrevocably assigns to FEMTO all rights derived from such insurance policies and his claims against any third parties responsible and against their insurance policies; FEMTO accepts this assignment. Section 5.4 shall apply accordingly.

8. Grant of rights by Contractual Partner/Warranty

8.1 Contractual Partner shall grant FEMTO all rights of use in respect of its intellectual property rights and/or the intellectual property rights of third parties that are necessary for FEMTO to perform its rights and obligations under the Individual Agreement and these GTC, in terms of time, place and content.

8.2 Contractual Partner warrants that the exercise of such rights of use by FEMTO and/or its agents referred to in section 8.1 does not infringe the rights of third parties and/or any other legal provisions, in particular criminal provisions or competition law provisions. Should third parties take action against FEMTO and/or its agents on the basis of an alleged infringement of such rights or regulations, the contracting partner shall indemnify FEMTO and/or its agents against such claims at first request and reimburse FEMTO and/or its agents for the legal costs incurred in defending itself against such claims. If the rights of third parties are violated intentionally and/or through gross negligence on the part of FEMTO, its vicarious agents and/or FEMTO's representatives, the claim for indemnification pursuant to § 254 BGB shall be reduced by FEMTO's share of fault.

9. Liability

9.1 FEMTO is liable for damages and expenses only insofar as these are based on gross negligence or intentional breach of duty on the part of FEMTO or one of its legal representatives or any person, FEMTO assigns with performing its obligations under the Individual Agreement and/or these GTC. This limitation of liability does not apply to damages,

- which are based on the breach of an obligation, the fulfilment of which is essential for the proper performance of the Contract and on the observance of which the Contractual Partner may regularly rely (essential contractual obligations),
- which result from injury to life, limb or health.

9.2 Liability of FEMTO according to the Product Liability Act and the Basic Data Protection Regulation remains unaffected by the above limitations of liability.

9.3 In any case of liability, liability of FEMTO shall be limited to the amount of the damage foreseeable at the time of the conclusion of the Individual Agreement and typical for this type of transaction.

9.4 All liability claims against FEMTO will get time-barred after six months as far as they are due to breaches of contract not resulting from the defectiveness of Products. The regulation of § 202 Abs.1 BGB remains unaffected thereby.

10. Warranty

10.1 FEMTO's warranty extends to the characteristics of Contractual Services warranted in the Individual Agreement, its suitability for the purpose expressly agreed therein and the granting and/or transfer of rights necessary for the Contractual Services to be used in accordance with Section 6 above. FEMTO does not guarantee the compatibility and function of Contractual Products with the services, systems or products of third parties and/or Contractual Parties.

10.2 FEMTO shall support Contractual Partner in the proper use of Contractual Product by providing Contractual Partner with an operating and user manual, designed for a user sufficiently familiar with the basic functions and intended use of Contractual Products. FEMTO shall not be obliged to fulfil any further information requirements. FEMTO does not warrant existence and/or continued existence of IP Rights. The choice of the means of supplementary performance as set forth in Sec. 439 BGB is at FEMTO's sole discretion.

10.3 The choice of the means of remedy is at FEMTO's discretion. Section 3.6. shall apply accordingly. Contractual Partner may only assert warranty claims within the meaning of Sections 437 No. 2 and 3, 634 No. 2, 3 and 4 BGB provided that supplementary performance by FEMTO has failed twice and/or FEMTO has finally refused supplementary performance. Contractual Partner's rights in the event of contractual and/or supplementary performance being impossible within the meaning of § 275 BGB shall not be restricted thereby. Contractual Partner's claims for damages in addition to contractual performance shall also remain unaffected.

10.4 There shall be no warranty for the Products beyond this scope. Notwithstanding the provisions above, warranty of FEMTO shall in particular not extend to any purpose/success pursued by Contractual Partner Products outside the properties and intended purpose of use in accordance with Section 10.1.

10.5 Contractual Partner shall inspect the Contractual Products immediately after handover/delivery to Contractual Partner and/or the person named by Contractual Partner as the recipient and, if a defect becomes apparent, inform FEMTO immediately - at the latest five (5) working days after discovery - and in written form. Otherwise, the Products shall be deemed to be in accordance with the Contract, unless the defect was not identifiable during the inspection. Rejection of the Contractual Services due to insignificant defects is not permissible.

10.6 FEMTO's warranty does not cover any alterations, modifications and installations made by Contractual Partner to Contractual Services, nor does it cover

any material defects and/or defects of title in Contractual Services also caused by such alterations, modifications and installations.

10.7 All warranty claims based on material defects or defects of title shall become time-barred within one year. This does not apply to Contractual Partner's claims that are due to a defect fraudulently concealed by FEMTO and/or in the event that FEMTO has issued a guarantee for the quality of Contractual Products. The provision of § 202 Abs. 1 BGB remains unaffected thereby. All claims for damages, which do not result from the defectiveness of Products shall be governed by section 9.4 above.

11. Obligations of Contractual Partner

11.1 Provided that FEMTO is dependent on the participation of Contractual Partner in order to perform the Contractual Services in accordance with the Individual Agreement, Contractual Partner will provide FEMTO with the necessary support, in particular provide technical, legal and constructional documents and/or information in good time after the conclusion of the Individual Agreement. In addition, Contractual Partner shall grant FEMTO immediate access at all times - to the extent necessary for the proper provision of Contractual Services - to the premises, employees, agents and data required for the provision of Contractual Services. This includes in particular the relevant information/data relating to the intended use of the Contractual Products by Contractual Partner and to the structural and technical conditions/facilities at the place of use of Contractual Services which FEMTO may require in order to provide the Contractual services. FEMTO will take due account of the confidentiality interests of Contractual Partner.

11.2 Contractual Partner shall also instruct his employees and agents in accordance with section 11.1 and, if necessary, ensure that such employees and agents who know and have mastered the processes and applications relevant to the Contractual Services are available with the required technical qualifications and in the required numbers as well as in the required scope and time.

11.3 In the event that special statutory or operational safety regulations must be complied with when providing Contractual Services, Contracting Partner shall inform FEMTO thereof without delay and provide a complete reproduction of these regulations in good time prior to provision of Contractual Services.

11.4 Contracting Partner shall immediately examine all documents, data and information provided by FEMTO in connection with the performance under the Individual Agreement and shall notify FEMTO within three (3) working days of receipt of any circumstances of which it is aware which might prevent proper/timely performance of the Individual Agreement using such documents, data and information.

11.5 As far as Contractual Services are subject to acceptance as work services, Contractual Partner shall, upon notification of the readiness for acceptance by FEMTO, (i) carry out the acceptance test within ten (10) working days, (ii) enable FEMTO to participate in the acceptance test and (iii) if the Contractual Service does not have any significant defects, declare acceptance in writing without delay. Acceptance shall also be deemed to have been declared if Contractual Partner (a) puts the contractual service into operation/use or (b) does not carry out an acceptance test within the aforementioned period and/or has notified FEMTO of at least one significant defect.

11.6 Notwithstanding any liability for defects or defects in title on the part of FEMTO, Contractual Partner shall ensure that Contractual Products are used exclusively in such a way that no rights of any third party and/or other legal provisions - in particular provisions of criminal and/or penal nature, competition law, public law - are violated. Contractual Partner also assures that he possesses all necessary official approvals and will observe and comply with all applicable legal requirements for acquisition, import, possession, contractual use and/or resale/transfer of Contractual Products. In the event that any third parties and/or public authorities proceed against FEMTO with any claims based on an alleged violation of such rights or regulations, Contractual Partner shall - at first request - indemnify and hold harmless FEMTO against such claims and reimburse FEMTO for all legal defense costs incurred when repelling such claims. Contractual Partner shall also indemnify and hold harmless FEMTO against all legal costs, fees, contributions, fines and taxes arising from and/or as a result of the possession and/or use of Contractual Products.

11.7 Contractual Partner may only subcontract services of third parties for the performance of his obligations towards FEMTO if FEMTO agrees to this in writing. FEMTO shall be entitled to refuse such consent only if there is reason to believe that such participation of the third party will prejudice FEMTO's legitimate interests. In any event, Contractual Partner shall in all cases oblige said third party in accordance with his own obligations towards FEMTO under these GTC and/or the Individual Agreement.

11.8 If Contractual Partner fails to fulfil the above obligations in a timely manner - at the latest by the deadlines set out in the Individual Agreement - FEMTO may request a reasonable adjustment to the timetable set out in the Individual Agreement. FEMTO shall not be responsible for any delays in the provision of the Contractual Services. In addition, FEMTO is entitled to claim compensation for any additional time spent as a result of the failure of Agreement to fulfil his obligations.

12. Data protection

12.1 Both parties and third parties acting on their behalf shall observe the legal provisions on data protection in their currently valid version.

12.2 Contractual Partner shall ensure that FEMTO is informed regarding all relevant facts that go beyond the statutory provisions and that are necessary for reasons of data protection and confidentiality. In the relationship between the parties,

Contractual Partner shall be solely responsible for compliance with the laws and regulations on data protection and confidentiality which apply to it.

13. Secrecy/Confidentiality

13.1 Contractual Partner shall treat all confidential information, business and trade secrets (in particular business documents such as presentations, technical descriptions, service and price quotations, performance reports/results evaluations, etc.) obtained in the course of its business relationship with FEMTO as strictly confidential and shall not disclose such information to third parties or use it in any other way, unless this is necessary for the exercise of its rights and obligations towards FEMTO.

13.2 "Confidential Information" within the meaning of these GTC shall mean all information and documents of FEMTO which are marked as confidential or are to be considered confidential under the given circumstances, in particular the functions, characteristics and operating principles of Contractual Products. The aforementioned confidentiality obligations shall continue to exist after the termination of the Individual Agreement. They shall not apply to such information, knowledge and experience which was already known to Contractual Partner prior to the conclusion of the Individual Agreement or which was known or generally accessible to the public at the time of disclosure.

14. Disposal of old devices

14.1 The symbol of the crossed-out wheeled bin on our devices or on the accompanying information material indicates that these devices are not normal household waste, but must be disposed of at a suitable collection point for waste electrical and electronic devices. All FEMTO waste electrical and electronic equipment is classified as harmless electronic waste.

14.2 In Germany, the return of old electronic devices is regulated by the Electronics Act (Elektrogesetz). The device owner is obliged to dispose of old electrical and electronic equipment separately from other waste. Disposal with normal household waste or at municipal collection points is not permitted.

14.3 At the request of the device owner, we will take back all devices delivered by us that fall under the Electronics Act. This take-back offer applies only to complete, non-disassembled equipment that is free of hazardous contamination and has not been mixed with other waste.

14.4 FEMTO shall bear all costs for the proper disposal of old FEMTO devices. The return sender shall bear the cost of transporting their old electrical and electronic equipment to us.

14.5 If old devices have been provided with personal data, the return sender himself shall be responsible for their removal.

14.6 If the last owner of a device decides not to send it back to us for disposal, then he shall be obliged to dispose of it properly at his own expense.

15. Place of jurisdiction, applicable law

15.1 All disputes arising from and in connection with the GTC or Individual Agreements shall be exclusively governed by the laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that there are no mandatory legal requirements to the contrary.

15.2 Provided that Contractual Partner is a merchant, a legal entity and/or a special fund under public law, Berlin shall be the place of performance and exclusive place of jurisdiction for all disputes arising from and in connection with the GTC or Individual Agreements. FEMTO may also be entitled to institute legal proceedings at Contractual Partner's place of general jurisdiction. The right of both parties to seek interim relief before the competent courts in accordance with the statutory provisions remains unaffected thereby.

16. Final provisions

16.1 Any provisions and/or regulations deviating from these GTC or the Contract shall always be made in writing. This shall also apply to the cancellation or amendment of this form requirement. This shall not affect the validity of provisions and/or regulations agreed upon in the course of an individual contractual agreement.

16.2 Contractual Partner may only transfer claims against FEMTO to third parties with the prior written consent of FEMTO. § 354a Sec. 1 of the German Commercial Code (HGB) remains unaffected thereby.

16.3 Contractual Partner may only set-off against FEMTO's claims with undisputed or legally determined claims. Further, Contractual Partner may only exert a right of retention with respect to such claims that are either undisputed or legally ascertained.

16.4 Should one or more provisions of these GTC be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

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