Morooka Europe GmbH

General Terms and Conditions
for the Sale of Products (GTC)

(As of March 2026)

1. Scope

1.1. These general purchase and delivery terms (“**GTC**”) for the sale of goods and products (**“Products”**) and the provision of services (“**Services**”) by Morooka Europe GmbH (“**MOROOKA**”) shall exclusively apply to any agreement on the sales of Products and provision of Services to the respective customer (each a “**Buyer**”).

1.2. These GTC shall be applicable exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, “**BGB**”).

1.3. Any terms and conditions of the Buyer shall not apply. They shall not become part of the contract between MOROOKA and the Buyer even if MOROOKA has not expressly objected to the use of the Buyer's terms and conditions. Deviations from these GTC shall only apply if MOROOKA has expressly acknowledged them in writing.

1.4. The present GTC shall govern any future sales and/or service contract (“**Sales/Service Contract**”) between MOROOKA and the Buyer.

1.5. These GTC, the individual Sales/Service Contract and any other document attached to the Sales/Service Contract shall collectively constitute a legally binding relationship between the contractual partners (“**Agreement**”). In case of a conflict between these GTC and the Sales/Service Contract, the Sales/Service Contract shall prevail, unless agreed otherwise.

1.6. MOROOKA is entitled to amend the GTC at any time. The Buyer will be informed of the amendment in writing or by email and has the right to object to the amended GTC within one month of notification with regard to ongoing continuing obligations. If the Buyer does not object within this period, ongoing continuing obligations shall continue to exist under the amended GTC. If the Buyer objects in due time, such continuing obligations shall continue to exist under the original GTC; however, MOROOKA shall be entitled to terminate the Agreement ordinarily.

2. Conclusion of Sales/Service Contract

2.1. An Agreement shall become effective if the Buyer accepts MOROOKA’s offer. Each offer shall be submitted by MOROOKA to the Buyer in writing, whereby an email shall be sufficient. Each such offer shall be deemed a legally binding offer for the conclusion of an individual Sales/Service Contract, provided that the offer clearly states the date of order, the Product(s), the quantity of the Products and/or Services and the requested delivery date.

2.2. The Buyer shall accept or reject an offer without undue delay. The Buyer is deemed to have accepted the offer by any of the following:

2.2.1. Signing and returning a copy of the Sales/Service Contract to MOROOKA;

2.2.2. Sending MOROOKA a written acknowledgment of the Sales/Services Contract, whereby an email shall be sufficient;

2.2.3. Giving instructions to MOROOKA respecting manufacture, assortment, or delivery of the Products (including instructions to bill and hold) following receipt of the Sales/Services Contract;

2.2.4. Accepting delivery of all or any part of the Products and/or Services;

2.2.5. Paying for all or any part of the Products and/or Services;

2.2.6. Indicating the acceptance of the Sales/Service Contract in any other manner.

2.3. The Buyer shall be responsible to MOROOKA for ensuring the accuracy of the terms of any order submitted by the Buyer, and for giving MOROOKA all necessary information relating to the Products or Services within a sufficient time to enable MOROOKA to perform the Sales/Service Contract in accordance with its terms.

2.4. If Products are to be manufactured or any process is to be applied to the Products and/or any Services are to be provided by MOROOKA in accordance with a specification submitted by the Buyer, the Buyer shall indemnify MOROOKA against all loss, damages, costs and expenses awarded against or incurred by MOROOKA in connection with or paid or agreed to be paid by MOROOKA in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial property or intellectual rights of any person which results from MOROOKA's use of the Buyer's specification.

2.5. Where the Products are to be supplied, or the Services are to be provided to MOROOKA's specification, MOROOKA reserves the right to make any changes in the specification of the Products or Services which are required to conform with any applicable statutory requirements or where such changes do not materially affect the quality of the Products or Services. The provisions of Section 12 shall remain unaffected.

3. Prices and Payment

3.1. The pricing shall be subject to the Sales/Service Contract. Regarding prices for Services, Section 6.4 shall apply.

3.2. MOROOKA reserves the right, by notification to the Buyer at any time before delivery, to increase or lower the price of the Products to reflect an increase or decrease in the costs of MOROOKA which is due to any factor beyond the control of MOROOKA (such as foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of materials or labour or other costs of manufacture) and in the event that the price adjustment cannot be avoided by offsetting the price-increasing factors against the price-reducing factors. The same shall apply to any change in delivery dates.

3.3. Except as otherwise agreed in writing between the Buyer and MOROOKA, all prices shall be given by MOROOKA on an EXW (ex works) (Incoterms 2020) basis, and where MOROOKA agrees in the Sales/Service Contract to deliver the Products to another location than MOROOKA's premises, the Buyer shall be liable to pay MOROOKA's charges for transport, packaging and insurance.

3.4. The charging of claims from the same contract or of counterclaims from other business operations between the parties is not admissible, unless the claim has become res judicata in court or is not contested.

3.5. The Buyer shall pay in accordance with the payment terms as set forth in the Sales/Service Contract. Otherwise, the following provisions set out in Sections 3.6-3.8 shall apply.

3.6. Payment shall be made by wire transfer to the bank account of MOROOKA (or any named third party) indicated in the Sale/Service Contract; no cheque or bill of exchange will be considered as fulfilment of the payment obligation.

3.7. Payment shall be deemed to have been made on the date when it is credited to the bank account of MOROOKA in the amount received.

3.8. If the Buyer fails to make any payment by the due date, without prejudice to any other right or remedy available to MOROOKA, MOROOKA shall at its sole discretion be entitled to:

3.8.1. rescind (*zurücktreten*) the Agreement or suspend any further deliveries to the Buyer; and/or

3.8.2. charge the Buyer interest (*Verzugszinsen*) on the outstanding amount at the rate of nine (9) percentage points above the valid base interest rate of the Deutsche Bundesbank per annum on the basis of 360 days per annum, until payment in full is made. The right of MOROOKA to claim further damage shall remain unaffected.

4. Delivery Conditions

4.1. Unless otherwise agreed in the Sales/Service Contract, delivery of the Products shall be deemed to be the time when MOROOKA notifies the Buyer that the Products are available for collection ("ex works", Incoterms 2020). At this time, also the risk of damage or loss of the Products shall pass on to the Buyer.

4.2. MOROOKA can comply with agreed delivery times only if all documents to be supplied by the Buyer, necessary permits and releases, especially concerning plans, are received in due time and if agreed terms of payment and other obligations of the Buyer, which are necessary for MOROOKA'S delivery of the Products, are fulfilled. Where these conditions are not fulfilled or not fulfilled in due time, delivery times shall be deemed extended appropriately; this shall not apply where MOROOKA is responsible for the delay.

4.3. If non-observance of delivery times is attributable to force majeure (Section 7.5), such delivery times shall be deemed extended accordingly.

4.4. At MOROOKA's request the Buyer shall declare within a reasonable period of time whether the Buyer rescinds the Sales/Service Contract due to the delayed delivery or insists the delivery to be carried out.

4.5. If a dispatch or shipment is delayed at the Buyer's request by more than one month after notice of the readiness for dispatch was given by MOROOKA, the Buyer may be charged storage costs of 0.5 per cent of the price of the items of the delivery for every month commenced, but in no event more than a total of five (5) per cent. The Buyer and MOROOKA may prove that higher or, as the case may be, lower storage costs have been incurred. Section 3.8.1 shall remain unaffected.

4.6. Partial deliveries shall be admissible.

5. Retention of Title

5.1. Notwithstanding delivery and the passing of risk in the Products, or any other provision of these GTC, the property in the Products shall not pass to the Buyer until MOROOKA has received payment in full of the price of the Products and all other products agreed to be sold by MOROOKA to the Buyer for which payment is then due ("**Reserved Products**"). The Buyer shall be responsible for conspicuously labelling the Reserved Products as the property of MOROOKA or otherwise making sure that the Buyer can comply with all obligations under this Section 5.

5.2. If the Buyer fails to comply with these GTC - in particular in the case of default in payment (*Zahlungsverzug*) - MOROOKA shall be entitled, after the expiry of a reasonable period of time for payment without result, to retake, sell, further exploit (*verwerten*) or seize (*pfänden*) the Reserved Products in whole or in part.

5.3. To the extent MOROOKA retakes, or sells, exploits or seizes the Reserved Products, MOROOKA shall be deemed to have rescinded (*zurückgetreten*) the Sales/Service Contract. The Buyer shall bear the transportation costs of retaken, sold, exploited, or seized Reserved Products. The proceeds from any sale, exploitation, or seizure of the Reserved Products shall reduce the amount owed by the Buyer to MOROOKA, provided that MOROOKA shall be entitled to reduce the proceeds by reasonable costs of the sale, exploitation, or seizure.

5.4. Until such time as the property in the Reserved Products passes to the Buyer, the Buyer shall hold the Reserved Products as MOROOKA's fiduciary agent, and shall keep the Reserved Products properly stored, protected and insured.

5.5. If any third party seizes or otherwise enforces rights into (*vollstrecken*) the Reserved Products, the Buyer shall immediately notify MOROOKA in order to enable MOROOKA to seek a court injunction in accordance with Section 771 of the German Code of Civil Procedure (*Zivilprozessordnung*, "**ZPO**"). If the Buyer fails to do so in due time, it will be held liable for any damages caused.

5.6. Until rescission in accordance with Section 5.3, the Buyer shall be authorised to resell and/or process the Reserved Products in the ordinary course of business. In this case, the following provisions shall additionally apply:

5.6.1. The retention of title extends to the full value of the products created by processing, mixing or combining, whereby MOROOKA is deemed to be the manufacturer. In the event of processing, mixing or combining of third-party products, their ownership rights remain in force. MOROOKA acquires co-ownership in proportion to the invoice values of the processed, mixed or combined products. In all other respects, the provisions of these GTC applicable to the Reserved Products shall apply.

5.6.2. The Buyer shall keep the proceeds from the sale or other process of the Retention Products, including insurance proceeds, separate from its own funds or assets or from the funds and assets of third parties.

5.6.3. The Buyer hereby assigns to MOROOKA as security all claims against third parties arising from the resale of the Reserved Products, either in full or in the amount of MOROOKA's co-ownership share. MOROOKA accepts the assignment.

5.6.4. The Buyer shall remain authorised to pursue the claim alongside MOROOKA. MOROOKA shall undertake not to pursue the claim as long as the Buyer meets its payment obligations to MOROOKA, there is no deficiency in its ability to pay and MOROOKA does not assert its retention of title by exercising tis right of rescission in accordance with Section 5.3. If the latter is the case, MOROOKA may demand that the Buyer disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment. In this case, MOROOKA shall also be entitled to revoke the Buyer's authority to resell and process the Reserved Products.

5.6.5. On demand of the Buyer, MOROOKA shall release any part of the collateral if the value of the collateral held in favour of MOROOKA exceeds the value of the claims being secured.

6. Specific Terms and Conditions for the Provision of Services

6.1. If and to the extent agreed between the Buyer and MOROOKA, MOROOKA shall provide certain Services to the Buyer, to which also the following provisions of this Section 6 shall apply. The scope of the Services will be set out in the Sales/Service Contract. Unless specifically set out otherwise, Services shall always be provided as time-based services. Insofar as Services are owed by MOROOKA, these shall be services according to Section 611 BGB and no particular success shall be owed.

6.2. Subject to the Buyer's policies and required approvals, MOROOKA may be granted physical access to all necessary facilities at the Buyer's premises (e.g. production plants, development laboratories, etc.). Any such access may only be used to perform Services pertaining to the Agreement. Any information provided to or otherwise obtained by MOROOKA regarding the facilities of the Buyer shall be subject to the same strict confidentiality as that stipulated in Section 11 for Confidential Information.

6.3. MOROOKA shall be granted access to the Buyer's facilities during the hours defined in the Sales/Service Contract, or during usual business hours of the Buyer. If MOROOKA's employees are required to perform Services under the Agreement on-site, Buyer shall, at MOROOKA's request, arrange for a designated contact person to provide reasonable support to MOROOKA's employees in their performance of the Services.

6.4. Unless agreed otherwise, fees for Services payable by the Buyer shall be subject to the Sales/Service Contract. MOROOKA shall be entitled to modify the list prices within the framework of its general pricing policy; it shall provide the Buyer with an amended price list no later than two (2) weeks before said prices will take effect. Sections 3 and 4.2 to 4.5 shall apply *mutatis mutandis* (*analog*) in respect of all other matters.

6.5. Any claims based on malperformance, or poor performance of Services, shall be subject to a limitation period (*Verjährung*) of twelve (12) months commencing on the date of completion of the Service rendered.

6.6. The Sales/Service Contract shall have no fixed term and shall end with the performance of all agreed Service time units by MOROOKA. Each contracting party may terminate the Sales/Service Contract partly (*teilkündigen*) in writing for good cause. Good cause shall be deemed to be in particular:

6.6.1. circumstances in which the terminating party, taking into account all circumstances of the individual case and weighing the interests of the other party, cannot reasonably be expected to continue the Sales/Service Contract with regard to the Services. This shall in particular be the case if the other party intentionally violates a material contractual obligation and does not immediately - at the latest within forty-five (45) days after receipt of the warning - completely remedy this violation, and/or

6.6.2. if a substantial deterioration of the financial situation (*wesentliche Verschlechterung der Vermögensverhältnisse*) of the other party is threatening or has arisen, and thereby the performance of any of the other party's obligations is jeopardised, or if within fourteen (14) days after written request of one party, the other party fails to provide details with respect to its financial situation that would allow the requesting party to assess whether the performance of any of the other party's obligations is jeopardised.

7. Liability

7.1. MOROOKA shall only be liable for damage claims, irrespective of their legal nature, including, in particular, breach of contractual duty or tort, in the following cases:

7.1.1. wilful misconduct;

7.1.2. culpable injury to life, body or health;

7.1.3. to the extent MOROOKA (i) is subject to a guarantee obligation, and/or (ii) has expressly assumed the risk of the non-availability of certain Products by written agreement, (iii) is subject to any product liability claims according to the German Product Liability Act (*Produkthaftungsgesetz*) and/or (iv) in the event of unlawful processing of personal data pursuant to Article 82 GDPR;

7.1.4. gross negligence; and/or

7.1.5. in other cases, in the event of a breach of a material contractual obligation (*wesentliche Vertragspflichten*), i.e., an obligation whose fulfilment is essential for the proper execution of the Agreement and on whose fulfilment the Buyer regularly relies on and may rely, and/or whose breach jeopardizes the purpose of the Agreement.

7.2. In the event of negligently caused property damage and financial loss and in the cases specified in Section 7.1.5, MOROOKA's liability shall be limited to typical and foreseeable damage.

7.3. Apart from Sections 7.1 and 7.2, MOROOKA's liability shall be excluded.

7.4. The exclusions and limitations of liability pursuant to Sections 7.1 to 7.3 shall also apply to any acts of MOROOKA's legal representatives and vicarious agents, provided that MOROOKA shall not be liable for the grossly negligent breach of non-essential contractual obligations by simple, non-managing vicarious agents.

7.5. MOROOKA shall not be liable for the non-fulfilment of its obligations if the non-fulfilment is due to force majeure. Force majeure shall be deemed to exist if there is an external influence that is extraordinary and unavoidable, such as in cases of operational disruptions, riots, war, natural disasters, political unrest, pandemics, official orders and other unavoidable events. As long as force majeure exists, the obligation of MOROOKA to fulfil its obligations shall be suspended. If MOROOKA does not perform its obligations due to force majeure for a period of more than thirty (30) days, either party may rescind from the Agreement without judicial intervention and without any obligation to pay compensation.

7.6. Claims by the Buyer for reimbursement of expenses pursuant to Section 445a (1) BGB shall be excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products

(Sections 445c sentence 2, 327 (5), 327u BGB). Claims by the Buyer for damages or reimbursement of futile expenses (Section 284 BGB) shall also only exist in the event of defects in the Products in accordance with this Section 7.

8. Claims based on Defects of the Products

8.1. Defects as to quality

8.1.1. All Products delivered by MOROOKA shall be free from defects as to quality. Defects as to quality (*Sachmängel*; hereinafter "**Defects**") shall mean that the Products do not feature the contractually agreed characteristics (*Beschaffenheitsangaben*) or the Products are not suitable for the contractually agreed use. Defects of minor relevance shall remain unconsidered. If certain specifications have been agreed for the delivery of Products, the Products shall be deemed to be free from Defects if they comply with the specifications, unless otherwise agreed.

8.1.2. The Buyer shall examine the Products for any Defects without undue delay after delivery. In all other respects, Sections 377 et seq. of the German Commercial Code (*Handelsgesetzbuch*, “**HGB**”) shall apply.

8.1.3. Notwithstanding the provisions of Section 7, MOROOKA's responsibility for Defects shall be restricted as follows:

a. MOROOKA shall not be liable in respect of any Defects arising from any design or specification supplied by the Buyer;

b. MOROOKA's liability shall not extend to parts, materials or equipment manufactured by or on behalf of the Buyer unless such liability is covered by a guarantee given by the manufacturer of those parts to MOROOKA; specifications made in documents, however, do not describe any guarantee by MOROOKA; guarantees shall be binding only if and to the extent made expressly and in writing (i.e., signed by MOROOKA).

8.1.4. MOROOKA’s liability shall not cover Defects in or damage to the Products which are due to improper installation or maintenance, misuse, neglect or any cause other than ordinary commercial application.

8.2. Claims based on Defect

8.2.1. Where any valid claim in respect of any Products, which is based on any Defects of the Products, is notified by the Buyer to MOROOKA in accordance with the provisions of this Section 8, MOROOKA shall first be given the opportunity to supplement its performance (*Nacherfüllung*) within a reasonable period of time. For supplementing its performance, MOROOKA at MOROOKA’s sole discretion shall be entitled to either replace the Products free of charge (*Nachlieferung*) or rework the Products (*Nachbesserung*). If MOROOKA is unwilling or unable to either rework or replace the Products within a reasonable period of time, the Buyer shall be entitled at the Buyer's sole discretion to claim a reduction of price (*Minderung*) or rescind the Sales/Service Contract (*Rücktritt*).

8.2.2. Besides the remedies set out above, and in the event that fault can be attributed to MOROOKA, the Buyer shall be entitled to compensation in lieu of performance (*Schadensersatz statt der Leistung*) or reimbursement of its expenditure. Section 7 shall remain unaffected.

8.2.3. If the supplementary performance of MOROOKA is carried out by replacement of the Product, the Buyer shall return the Product to be replaced within thirty (30) days. Otherwise, MOROOKA shall be entitled to invoice the purchase price for the Products delivered later.

8.2.4. Any claims based on Defects shall be subject to a limitation period of twelve (12) months commencing on the date of delivery.

9. Cancellation

9.1. Cancellation (*Stornierung*) of an order in writing prior to dispatch of the ordered Product is possible at no cost. Only in the case of spare parts the Buyer may cancel its order in writing within ninety (90) days after the order has been shipped ("**Returns**") provided that the Returns are

9.1.1. new, unused, undamaged, and contain all components and documentation originally supplied;

9.1.2. properly stored in accordance with industry standards; and

9.1.3. returned in their original packaging.

In this case the Buyer shall bear the risk of loss and deterioration of the Returns until their receipt at MOROOKA's premises and shall be obliged to pay for the return shipment, as well as a reasonable lump sum compensation of twenty (20) per cent of the net order value. MOROOKA shall be entitled to inspect the Returns upon receipt and reject the Returns if they do not comply with conditions set out in this Section 9.1.

9.2. The lump sum provided for in Section 9.1 takes into account damages typically incurred by MOROOKA for processing, scheduling, procurement, warehousing, reservation, and the loss of profit customary in the industry.

9.3. The Buyer reserves the right to prove that MOROOKA has not incurred any damage at all or has incurred significantly lower damage. MOROOKA reserves the right to prove higher damage.

10. Data Protection

10.1. The parties shall undertake to comply with the provisions of the relevant laws as amended from time to time with regard to the protection of personal data.

10.2. The parties shall inform each other about mandatory requirements of the applicable data protection laws and, if necessary, shall provide the other party with appropriate instructions so that it complies with the requirements of the applicable data protection laws. The parties shall declare their willingness to conclude additional agreements, if necessary, which ensure compliance with the relevant data protection regulations.

11. Confidentiality

11.1. "**Confidential Information**" shall mean all information expressly stated to be confidential, whether disclosed in writing or verbally, provided that (i) written information is marked or otherwise designated as confidential at the time of disclosure, and (ii) verbal information is identified as confidential at the time of disclosure and confirmed in writing to be confidential within fourteen (14) days thereafter, in each case under the parties' Agreement, under these GTC, or by a party, as well as generally all hard copy, verbal or electronic information and data, such as technical or business data, documents or knowledge as well as even prototypes, exchanged by the parties in connection with their Agreement.

11.2. For the term of the parties' Agreement and a period of ten (10) years thereafter, each party commits to use any Confidential Information only for the purpose of fulfilling the parties' obligations pursuant to the Agreement or to exercise any rights granted herein. It will not be made accessible to third parties or rather it shall only be made available to those of the parties' employees or employees of its affiliated companies or anyone acting on behalf of the party and/or its affiliated consultants who need it in connection with the parties' Agreement and who are required to adhere to a confidentiality agreement corresponding to this Section 11, as far as they are not governed by an employment or consultancy agreement with a general confidentiality agreement. Prior to a party providing Confidential Information to an affiliated company or consultant company, it has to ensure that an applicable agreement with the affiliated company or consultant company exists, which obliges that company to treat Confidential Information in a manner corresponding to this Section 11.

11.3. It is agreed by the parties that any violation of the Agreement by a consultant or employee of either party or their affiliates shall be equal to an infringement by that party.

11.4. This confidentiality obligation shall not apply to Confidential Information that

11.4.1. was at the time of its disclosure published or otherwise generally available to the public; or

11.4.2. has after disclosure to the receiving party been published or become generally available to the public other than by breach of the parties' Agreement or the present GTC by the receiving party; or

11.4.3. was already known to the receiving party at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

11.4.4. has at any time after the date of the conclusion of the parties' Agreement been acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of obligation owed by that third party to the disclosing party; or

11.4.5. was developed independently of the work performed under the Agreement by the receiving party.

11.5. Three (3) months after the end of the term of the parties' Agreement, subject to the provisions of Section 12.3, the disclosing party may request from the receiving party in writing the immediate destruction or return of any Confidential Information in hard copy and/or electronic form and all copies thereof, and, if applicable, prototypes, which have been exchanged, as far as such request is compliant with legal obligations. The receiving party will confirm in writing to the disclosing party the return or destruction within fourteen (14) days after receipt of the request.

11.6. Media press releases by the parties will only be allowed with prior written consent of the other party. A process comparable to reverse engineering or back engineering or any other process of MOROOKA's Products by the Buyer to analyse and disclose composition or to obtain other knowledge is not permitted, subject to the provisions in Section 69 e German Copyright Act (*Urheberrechtsgesetz*) and Section 3 a German Trade Secret Protection Act (*Gesetz zum Schutz von Geschäftsgeheimnissen*).

12. Intellectual Property Rights

12.1. The Buyer shall recognise and respect all intellectual property rights, in particular industrial property rights, copyrights and know-how of MOROOKA ("**IPR**") and shall not procure, distribute, market or sell any Products which are counterfeits of the Products or otherwise infringe MOROOKA's IPR in the Products.

12.2. Any IPR in the Products and any Services of MOROOKA supplied and/or otherwise made available to the Buyer shall at all times remain the sole property of MOROOKA. The Buyer may use or exploit the IPR solely in accordance with the purpose of the Sales/Service Contract. In all other respects, the Buyer shall refrain from passing on or disposing of the IPR.

12.3. To the extent that product specifications are developed for the Buyer, all IPR in respect thereof shall belong to MOROOKA. MOROOKA shall be entitled, subject to the corresponding limitation of the provisions of Section 11, to use corresponding specifications in particular for other customer orders and its own product developments.

13. Infringement of Third-Party Property Rights

Should the Buyer learn from a third party that the use of the Products is claimed to infringe the intellectual property rights of a third party, it shall inform MOROOKA thereof without undue delay. To the extent possible, MOROOKA and the manufacturer of the Products may, at their expense, assume the defense against claims asserted on the basis of the alleged intellectual property right infringement and may conduct any negotiations relating to resolving the legal dispute. The Buyer shall support MOROOKA and the manufacturer in such proceedings, to the extent it is reasonable and appropriate to facilitate the defense and settlement discussions. This shall not affect MOROOKA's liability for defects in title.

14. Severability Clause

Should any provision of these GTC be or become entirely or partly invalid, the validity of the Agreement shall not be affected thereby. The parties shall be obliged to replace invalid or impracticable conditions or contractual terms by valid provisions, which, to the extent possible, implement the intent pursued by the invalid provision.

15. General Provisions

15.1. The courts of Darmstadt – Germany shall have exclusive jurisdiction over all legal disputes arising directly or indirectly from the Agreement. However, MOROOKA shall be also entitled to sue at the Buyer's place of business. The place of fulfilment shall be the registered office of MOROOKA Europe GmbH. The Agreement shall be governed exclusively by German law under the explicit exclusion of its collision rules and the UN Convention on the Sale of Goods (CISG).

15.2. Amendments and supplements to the Agreement shall only be legally effective if they have been agreed in writing. This shall also apply to amendments of the written form requirement itself.

15.3. Verbal agreements or ancillary agreements do not exist.

15.4. These GTC have been agreed and shall be binding in the English language. In the event of any contradictions between the German and English versions of these GTC, the English version shall prevail. Where a German term has been inserted in quotation marks, brackets, or italics, such German term alone (and not the English term to which it relates) shall be authoritative for the interpretation of such term in respect of the Agreement.