

## GENERAL TERMS AND CONDITIONS FOR DELIVERIES, WORK AND SERVICES

### I. General.

1. These General Terms and Conditions for Deliveries, Work and Service (the "Terms and Conditions") govern any sale of equipment and/or parts (the "Goods") and/or services (the "Services") by Mühlbauer, Inc. and its affiliates ("Seller") to its Buyer ("Buyer"). Unless Seller has expressly accepted additional or different terms in writing, Seller rejects any terms or conditions of Buyer that are in addition to or in conflict with these Terms and Conditions and any such additional or conflicting terms shall be of no force or effect with regard to any sale by Seller (regardless of whether any Goods are sent or Services are performed in connection therewith). These Terms and Conditions apply to all purchase orders, Seller order confirmations, quotations, schedules or ancillary agreements (collectively, the "Purchase Order"), even if they are not explicitly referenced.

### II. Buyer Offer.

1. Any Purchase Order issued by Buyer constitutes an offer, which must be accepted by Seller in writing in order to form a binding contract. If accepted, these Terms and Conditions shall be applicable to any such Purchase Order.

### III. Terms of Delivery.

1. The delivery of Goods is "ex works" EXW (INCOTERMS 2020) at Seller's factory designated in the Seller offer and/or order confirmation. The parties may agree in advance in writing for Seller to arrange for freight and/or insurance and advance such costs on behalf of Buyer, in which case Buyer will reimburse Seller immediately upon receipt of Seller's invoices therefore. Unless otherwise agreed by Seller and Buyer, Seller has no obligation to obtain insurance for Buyer covering Goods in transit.
2. The date of delivery of the Goods shall be agreed on by the parties and set forth on the applicable order confirmation. Seller undertakes to exert its commercially reasonable efforts to meet the anticipated date of delivery; however, such delivery date is an estimate only and Seller shall not be liable for any delay. Partial shipments are permissible and must be accepted by Buyer.
3. Should Buyer need to request a delay in delivery, it must notify Seller in writing as soon as possible after it discovers the need for the delay and in no event less than one (1) week before the agreed date of delivery. Seller, at its option, may store the Goods until Buyer accepts delivery. Buyer shall be liable for all related costs and expenses (including without limitation, storage and insurance) as a result of a Buyer requested delay in delivery.
4. If Buyer is responsible for picking up the Goods at Seller's facility or another location and fails to do so within eight (8) days after the agreed date of pickup, Seller may, at its option, ship the Goods to Buyer's facility at Buyer's expense.
5. Buyer is responsible for the disposal of packaging of the Goods (except for pallets) at its expense.

### IV. Risk of Loss.

1. Unless otherwise agreed to by the parties, Goods shall be deemed to be delivered and risk of loss shall pass to Buyer at such time as possession of such Goods is given to a transportation carrier. If delivery is delayed at the request of Buyer or in case of default of acceptance, the risk of loss will pass when Seller provides Buyer with written notice that the Goods are ready for shipment. In this case, Buyer will bear the expense of storage of the Goods until they are delivered.

### V. Prices and Payment Terms.

1. Seller's prices for Goods and Services shall be Seller's current prices and charges in effect at the time of shipment, unless otherwise provided in a Purchase Order duly accepted in writing by Seller. Prices are exclusive of sales, use, excise, or other taxes, duties and charges of any kind imposed by or payable to any governmental authority. Buyer shall be responsible for all such taxes, charges and costs; provided that, Buyer shall not be responsible for any taxes imposed on Seller's income. Seller may charge, and Buyer must pay to Seller, any of these charges and/or taxes in addition to the purchase price for the Goods and/or Services.
2. The Seller shall be entitled to unilaterally increase prices accordingly in the event of an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges, if these directly or indirectly influence the goods production or procurement costs or costs of the contractually agreed services and if there are more than four months between the conclusion of the contract and delivery. An increase in the aforementioned sense is excluded if the cost increase in any or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors with respect to the total cost impact for the delivery. If the new price is 20% or more higher than the original price due to the aforementioned right of price adjustment, the Buyer shall be entitled to withdraw from contracts that have not yet been fully performed. However, the Buyer may assert this right only immediately after notification of the increased price.

3. Buyer shall pay invoices due net in the currency stated on the applicable invoice within fourteen (14) days from the date of invoice. Any amounts not paid within fourteen (14) days will accrue interest at a rate of 1.5% per month or the maximum permitted by applicable law, whichever is less. Buyer agrees to pay all expenses of collection, including reasonable attorneys' fees, in the event that amounts owed by Buyer are not paid when due.
4. Partial deliveries may be invoiced by Seller separately.
5. Buyer shall not be entitled to withhold or offset amounts due to Seller for any reason, including but not limited to, a claim by Buyer that Goods or Services are nonconforming.
6. If, after Seller has accepted a Purchase Order, Seller reasonably believes that Buyer may not pay its obligations to Seller when due, Seller may request assurances from Buyer, including but not limited to a bank guarantee or advance payment. If Buyer is unable to provide such assurances, Seller may, at its option, cancel the Purchase Order without liability to Seller and recover any damages from Buyer, including but not limited to reasonable attorney's fees.

### VI. Security Interest.

1. As security for the full payment of the purchase price, Buyer hereby grants to Seller a security interest in the Goods and all Proceeds thereof. For purposes hereof, "Proceeds" shall have the meaning given in Section 8.9A-102(a)(64) of the Code of Virginia (as amended). Buyer authorizes Seller to execute and file financing statements covering the Goods and Proceeds. Buyer agrees to cooperate and take such action as Seller deems reasonably necessary to protect its security interest in the Goods. Buyer shall notify Seller in writing within thirty (30) days of any change of Buyer's name or state of organization. The security interest granted hereunder, and any security agreement or other security interest between the parties, whether granted directly or assigned, shall survive any termination of any agreement between the parties and remain in full force and effect until payment in full of the purchase price for the Goods and/or Services.
2. Until Buyer has paid in full the purchase price and other charges due to Seller hereunder, Buyer shall have the right to resell the Goods only with Seller's prior written consent to such resale. Resale with Seller's consent shall be on a cash basis and, if not on a cash basis, shall be only on such terms and conditions as have been approved in advance by Seller in writing. Any and all cash proceeds of resale shall be fully accounted for by Buyer and promptly paid to Seller to be applied to the payment of Buyer's indebtedness hereby secured. Buyer shall deliver to Seller all documents and agreements with respect to the resale by Buyer, including, but not limited to, a copy of the executed sales contract between Buyer and its Buyer covering the Goods, any chattel paper arising therefrom, any notes associated therewith, and any and all other documents relating to the resale. Buyer shall execute and deliver to Seller such additional documentation as Seller, in its sole discretion, deems appropriate, including without limitation assignments of such sales contracts, other chattel paper, notes, and security documents.
3. Buyer shall insure the Goods in amounts equal to at least the value of the Goods until the purchase price of the Goods is paid in full and shall provide Seller with a certificate of insurance from Buyer's insurer evidencing such insurance. The certificate of insurance shall name Seller as an additional insured.
4. Buyer assigns to Seller any and all claims that it has against a third party for ensuring Seller's claims against Buyer, which arise out of the commingling of the Goods with other items.
5. During the time period from the date of delivery until the Goods are paid in full, Buyer must perform system maintenance at least every six (6) months, using qualified technicians of Seller at Buyer's sole cost and expense. Thereafter, if maintenance and inspection are reasonably necessary, Buyer must perform such maintenance and inspection in a timely manner and at its own expense.
6. If, in the case of deliveries abroad, certain additional measures and/or declarations beyond the agreement on the retention of title are required on the part of the Buyer in the importing country in order for the aforementioned retention of title or the other rights of the Seller designated therein to become effective, the Buyer shall notify the Seller thereof in text form and shall carry out or submit such measures and/or declarations without undue delay at its own expense. The Seller shall cooperate in this to the necessary extent. If the law of the importing country does not permit a reservation of title, but allows the Seller to reserve other rights to the delivery item, the Seller may exercise all rights of this kind. To the extent that an equivalent security of the Seller's claims against the Buyer is not achieved thereby, the Buyer shall be obliged to promptly procure for the Seller, at the Seller's expense, other suitable securities in the delivered goods or other securities at the Seller's reasonable discretion. The Buyer's right to judicial review and correction of the Seller's equity decision shall remain unaffected.

### VII. Warranty.

1. Seller warrants that the Goods will be free from material defects in material and workmanship when used and operated in conformance with Seller's specifications and/or documentation, including routine and required maintenance, for a period of twelve (12) months from the date of shipment. Notwithstanding the foregoing, the warranty period for any spare or

replacement Goods furnished under this warranty shall not extend beyond the warranty period of the original Goods that they replace. Buyer's sole remedy in the event of a breach of this limited warranty shall be, at Seller's option, the repair or replacement of the defective Goods or the refund of the portion of the purchase price already paid to Seller for the particular defective Goods.

2. The limited warranty in Section VII.1 above shall not apply to, and specifically excludes, damage or defects resulting from (i) any Force Majeure Event, as defined below, (ii) any use of the Goods not in strict conformance with the Seller specifications, (iii) abuse, misuse or failure to maintain the Goods, (iv) repair or modification of the Good, or any part thereof, by any person or party other than Seller, (v) hardware, software, product or other good or service provided or licensed by any third party.
3. Wear parts, such as cutting punches, stencils, milling cutters, bearings, consumables, metering devices and needles, contact equipment, etc., are specifically excluded from the limited warranty in Section VII.1 above. If such items are covered by a third party warranty, Seller will, to the extent permitted, pass the warranty along to Buyer.
4. Products manufactured by a third party ("Third Party Products") may constitute, contain, be contained in, incorporated into, attached or packaged together with, the Goods. Such Third Party Products are not covered by the limited warranty in Section VII.1. For avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE. If any Third Party Product is covered by a warranty given by such third party, Seller will, to the extent permitted, pass such third party warranty on to Buyer.
5. Seller warrants that the Services will be performed in a workmanlike manner. Buyer's sole remedy in the event of a breach of this limited warranty shall be, at Seller's option, re-performance of the Services at no additional cost or a refund of amounts paid for such Services.
6. THE WARRANTIES SET FORTH IN THIS SECTIONS VII.1 AND VII.4 ARE THE ONLY WARRANTIES APPLICABLE TO THE GOODS AND SERVICES, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES WITH RESPECT TO THE GOODS OR SERVICES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES STATED IN SECTIONS VII.1 AND VII.4 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. TO BUYER FOR ANY BREACH OF THE RESPECTIVE WARRANTIES SET FORTH IN SECTIONS VII.1 AND VII.4. SELLER DOES NOT ASSUME ANY OTHER OBLIGATION OR RESPONSIBILITY WITH RESPECT TO THE GOODS AND SERVICES AND HAS NOT AUTHORIZED ANY PERSON TO ASSUME ANY OTHER OBLIGATION OR LIABILITY ON ITS BEHALF.

#### VIII. Limitation of Liability.

1. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFITS, LOSS OF DATA, OR DIMINUTION IN VALUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHER THEORY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OR ANY AGREED OR OTHER REMEDY OR ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM LIABILITY, IF ANY, OF SELLER, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR OTHER THEORY IS LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY BUYER FOR THE PARTICULAR DEFECTIVE GOODS OR SERVICES.

#### IX. Intellectual Property.

1. Seller shall retain all intellectual property rights, title and interest in and to the Goods, as well as any drafts, drawings, software, products, articles, equipment and other materials (the "Property") that it has provided to Buyer even if Buyer has borne the expense for the development of the Property.
2. Seller shall defend, at its own expense, any claim or suit brought by a third party against Buyer based upon a claim of infringement of a United States patent or copyright resulting from the sale or use of the Goods and shall pay all reasonable costs, settlements or damages finally awarded as a result of such claim or suit. Seller's indemnification obligations under this Section IX are expressly conditioned on: (i) Buyer's prompt notification of Seller of any such claim or suit; (ii) Buyer's reasonable cooperation with Seller in the defense and/or settlement of any such claim or suit; and (iii) Buyer allowing Seller exclusive control over the defense and/or settlement of any such claim or suit, including without limitation the selection of counsel. Seller shall not have any liability for any settlement or

compromise made without its express prior written consent. In the event a final judgment is obtained against Buyer's use of the Goods, Seller may, at its option and expense, obtain the right to continued use, substitute substantially equivalent noninfringing Goods, or take back any infringing Goods in Buyer's possession and refund the purchase price less a reasonable charge for use. THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR PATENT AND COPYRIGHT INFRINGEMENT CLAIMS BASED UPON THE SALE OR USE OF THE GOODS.

3. Seller shall not have any liability or obligation to Buyer under this Section IX to the extent any claim of infringement is based upon (i) use of the Goods in connection with or in combination with any equipment, devices or software not supplied by Seller, (ii) use of the Goods in a manner other than as specified in the operations manual, (iii) alteration or modification of the Goods or any software supplied by Seller by Buyer or any third party. Seller shall not be liable for any infringement of patents or other intellectual property rights in countries other than the country where the Goods originated and the country to which Seller ships the Goods.
4. The Goods are embedded with certain software, and/or Seller has available for license certain software that can be installed on, or used solely in connection with, the Goods, and in each case such software is, and shall remain, the property of Seller. A sale of Goods to Buyer does not constitute a sale of any rights, title or interest in or to such software. Such software is licensed to Buyer pursuant to the terms and conditions of the Seller General Software License Conditions found at [www.muhlbauer.com](http://www.muhlbauer.com), which is hereby incorporated by reference and made part of these Terms and Conditions.

#### X. Force Majeure.

1. Seller shall not be liable for any failure, delay in or impairment of performance of all or any party of any Purchase Order resulting in whole or in part from fires, floods, earthquakes, or other catastrophes; strikes, lockouts or labor disruptions; wars, riots, civil commotion, vandalism, terrorist acts, or embargo delays; government allocations or priorities; shortages, delays or failures of transportation equipment; shortages of fuel, labor or materials; severe weather conditions; any applicable governmental or judicial law, regulation, order or decree, or any other circumstance or cause beyond the control of Seller in the reasonable conduct of its business ("Force Majeure Event").

#### XI. Confidential Information.

1. Seller owns valuable research, designs, plans, drawings, specification sheets, manuals, component lists, inventions, trade secrets, proprietary information, know-how, patent applications, and other intellectual property (the "Confidential Information"). Buyer expressly agrees to maintain in strictest confidence at all times any Confidential Information provided to Buyer and to make absolutely no use whatsoever for the benefit of Buyer or any third party of the Confidential Information other than for the sole purpose of enabling Buyer to operate, repair and maintain the Goods. It is expressly understood and agreed by and between the parties that all Confidential Information furnished to Buyer by Seller shall remain at all times the exclusive property of Seller.

#### XII. Dispute Resolution.

1. Applicable Law. These Terms and Conditions shall be governed by the law of the Commonwealth of Virginia, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods and the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by the 1980 Vienna Protocol, are excluded.
2. Exclusive Jurisdiction. With respect to any dispute, claim or controversy arising under, out of, in connection with or relating to the contract, or any course of conduct, course of dealing, statements (oral or written), or actions of Seller or Buyer relating to the contract, Buyer agrees that any action at law, suit in equity or other judicial proceeding for the enforcement of the contract or any provision hereof shall be instituted only in the United States federal or state courts located within the Commonwealth of Virginia, provided that Seller at its option may elect to sue Buyer at its principal place of business or in any jurisdiction in which the Goods or other assets of Buyer may be found.
3. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND WITH THE ADVICE OF COUNSEL WAIVE ANY RIGHTS THAT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, CLAIM OR CONTROVERSY BASED ON THIS CONTRACT OR THE GOODS OR SERVICES, OR RELATING TO, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR THE GOODS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OF SELLER OR BUYER RELATING TO THESE TERMS AND CONDITIONS OR THE GOODS OR SERVICES. THIS WAIVER WILL APPLY REGARDLESS OF HOW ANY CAUSE OF ACTION IS DENOMINATED AND REGARDLESS OF WHAT RELIEF IS SOUGHT. IF THIS WAIVER IS INEFFECTIVE AS TO ONE OR MORE CAUSES OF ACTION FOR ANY REASON, THIS WAIVER WILL REMAIN EFFECTIVE AS TO ALL OTHER CAUSES OF ACTION.
4. Attorney's Fees. In the event of any suit, action or proceeding of any nature related to this contract, the prevailing party shall be entitled to

recover its reasonable attorney's fees, costs, and expenses incurred in such dispute, including any appeal thereof.

### XIII. Export Control.

1. The Buyer 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 the contractual relationship that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
2. The Buyer 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. Any violation of paragraphs 1 or 2 shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.
4. The Buyer shall immediately inform the Seller about any problems in applying paragraphs 1 or 2, including any relevant activities by third parties that could frustrate the purpose of paragraph 1. The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph 1 or 2 within two weeks of the simple request of such information.
5. The legally binding conclusion of the Contract and Seller's obligation to fulfil the Contract is subject to the provision that neither the conclusion nor the fulfillment is prevented by any impediment arising out of applicable national or international foreign trade and customs requirements or embargoes (or other sanctions).
6. Buyer and Seller must provide all information and documents necessary for the delivery (e.g. export, intra-community transfer, transfer (in-country), transit, import) and/or required by any competent authority or other state institution.
7. Delays due to export control inspections or official approval procedures shall invalidate deadlines and delivery times.
8. If the termination of the Contract is necessary to comply with national and international laws, Seller is entitled to terminate the Contract without notice.
9. Buyer shall not be entitled to claim damages or other rights for the non-fulfillment of this Agreement or for any non-fulfillment or delayed fulfillment resulting from one of the above-mentioned impediments. In the event of termination, the claim for damages or other rights by Buyer due to termination shall be excluded.

### XIV. Miscellaneous.

1. Entire Agreement. These Terms and Conditions, together with the Mühlbauer General Software License Conditions, and the Purchase Order duly accepted by Seller in writing constitute the entire agreement between Seller and Buyer with respect to the matters contained therein, and supersede all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No course of prior dealings and no usage of trade shall be relevant to supplement, explain or modify any terms contained herein.
2. Priority. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase, regardless of whether or when Buyer has submitted a purchase order or such terms and whether any such purchase order has been accepted by Seller and constitutes a Purchase Order as defined herein. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.
3. Effect of Waiver. No delay or failure to exercise any right or remedy accruing to Seller upon any breach or default of Buyer shall impair any such right or remedy or be construed to be a waiver of any such breach or default; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.
4. No Modification. No modification of these Terms and Conditions shall be binding upon Seller unless it is in writing, is signed by an authorized representative of Seller, and refers specifically to the Terms and Conditions and the portion(s) of the Terms and Conditions that it is intended to modify.
5. Relationship. Seller and Buyer are independent contracting parties and nothing in these Terms and Conditions or the Purchase Order shall be construed as constituting or making Seller or Buyer as franchiser, franchisee, partner, broker or agent of the other. Each party is an independent contractor and neither shall have any power, right or authorization to bind the other or to assume or create any obligations or responsibilities, express or implied, on behalf of the other or in the other's name.
6. No Third-Party Beneficiary. The Terms and Conditions and any Purchase Order are for the sole benefit of Seller and Buyer and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions or Purchase Order.
7. Notices. Unless otherwise specified herein, all notices, requests and other communications to any party shall be in writing (including facsimile transmissions and similar writings) and shall be given to such party at its address or facsimile number set forth in the order confirmation or such other address or facsimile number as such party may hereafter specify for that purpose by notice to the other party. Each such notice, request or other communication shall be effective (i) if given by facsimile, when such

telecommunication is transmitted and confirmation of receipt obtained, (ii) if given by mail, five days after such communication is deposited in the mail by certified mail, return receipt requested, first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when delivered at the address specified.

8. Section Headings. The headings of the sections herein are inserted for convenience only and are not intended to affect the meaning or interpretation of the Terms and Conditions.
9. Severability. If any provision of the Terms and Conditions conflicts with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of the Terms and Conditions.
10. Successors and Assigns. The Terms and Conditions shall be binding upon and inure to the benefit of the parties thereto and their respective successors and assigns. Buyer may not assign its rights or delegate its obligations hereunder or under any Purchase Order without Seller's prior written consent, which consent may be withheld in Seller's sole discretion.
11. Effect of Termination. In the event Buyer terminates any contract between Buyer and Seller for convenience, if such termination is permitted by the applicable contract, Buyer shall immediately pay to Seller all amounts then due and owing for any Goods delivered or Services rendered to Buyer up to and through the effective date of termination, for Goods ready for delivery and already procured material.
12. Survival of Provisions. The following provisions of these Terms and Conditions will survive termination of the contract for any reason: Sections VI (Security Interest), VII (Warranty), VIII (Limitation of Liability), IX (Intellectual Property), XI (Confidential Information), XII (Dispute Resolution), and XIII (Miscellaneous).
13. Use of Names. Buyer shall not use the name, logo, or other marks of Seller, or any abbreviation thereof in any manner, including, but not limited to, advertising, trade display, or public statement, or for any commercial purpose without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.
14. Indemnity. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, losses, damages, liability, taxes, penalties, interest and/or costs, including but not limited to reasonable attorney's fees and court costs, however caused, resulting from, arising out of or in any way connected with (i) any breach of these Terms and Conditions by Buyer, or its agents or employees, (ii) any unauthorized use or misuse of the Goods, (iii) death of, or injury to, any person whatsoever, or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of Buyer, or its agents, or employees, or by the Goods furnished by Seller, or (iv) sales and/or use taxes, as applicable, levied or claimed by any governmental entity in any circumstance where Buyer has provided Seller with a certificate, letter or other document or representation indicating that a sale or lease to Buyer or any other transaction is exempt from sales and/or use tax. The indemnity agreement set forth in this paragraph applies to any and all transactions and business relations between Seller and Buyer, including without limitation, the deliveries, work and/or service which is the subject of this contract, as well as any past or future contracts or transactions.
15. Cooperation Obligations. Buyer is obligated to make available to Seller all information, documents, data, specifications and materials pertaining to the order which are necessary for the successful realization of the hardware/software specifications. Furthermore, Buyer is obligated to provide a suitable environment for the correct functionality of the hardware/software to be installed; this includes a suitable climate controlled indoor environment, a suitable electric power/compressed air supply and ventilation system, a proper environment for the software. Buyer is obligated to provide a Personal Computer with access to the internet and a telephone landline for Seller's personnel performing installation, training and any subsequent service/maintenance/upgrades intervention within the scope of the warranty. If Buyer does not purchase the hardware necessary to run the software supplied/sold by Seller, Buyer must provide the necessary hardware, free of charge, for the installation of the software. The Buyer is responsible for ensuring, that the hardware meets the requirements set forth and provided by Seller for the installation of the hardware/software. Buyer must appoint a contact person, who will be responsible for the project management at Buyer's site. Software updates provided by Seller must be installed by Buyer without delay. Buyer is also responsible for adequate backup of data. The usage of the hardware/software shall be performed by the operators of Buyer. Buyer is responsible for the qualification and the quantity of his operators for the use of the purchased goods. Buyer is responsible for suitable quality assurance during production usage of the purchased good including but not limited to input control of utilized blank ID documents/consumables prior to usage of the purchased good and output control of produced material after usage of the purchased good.
16. Personal Data and Direct Marketing. The use and the collecting of personal data will be handled in compliance with the applicable data protection laws. Seller reserves the right to use Buyer's personal data, which Seller has received due to the contractual negotiations or execution of the contract, for advertising purposes of the Mühlbauer Group, for example sending an email newsletter. Buyer may object to this use for advertising purposes at any time by notice to Seller.