

General Terms and Conditions of Sale and Delivery of airinotec GmbH (as per February 2021)

I. General

1. The following General Terms and Conditions ("**Terms**") shall apply to the business relationship between airinotec GmbH (Kulmbacher Str 127, 95445 Bayreuth, Germany, registered in the Commercial Register of the local court of Bayreuth under HRB 4529) ("**Supplier**" or "**we**") and the Customer ("**Customer**"). These Terms shall only apply vis-à-vis entrepreneurs as well as legal persons under public law or special funds under public law within the meaning of Section 310 para. 1 BGB.
2. All deliveries, services and offers of the Supplier are subject to these Terms as well as any separate contractual agreements. The Terms shall form an integral part of all contracts concluded by the Supplier with its Customers. Unless otherwise agreed, the Terms in the version valid at the time of the Customer's order or in the version amended in accordance with clause I.3 shall also be deemed to be a framework agreement for similar future deliveries, services or offers to the Customer without the need to refer to the Terms again in each individual case.
3. The Supplier is entitled to amend or supplement these Terms at any time. The Customer shall have the right to object to any such amendment or supplement. If the Customer does not object within 6 weeks after receipt of a respective notice of amendment, the amendments and supplements shall become effective. The Supplier shall inform the Customer of this right of objection when sending the notice of amendment.
4. Deviating, conflicting or supplementary general terms and conditions of the Customer or third parties shall only become part of the contract if and to the extent that the Supplier has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we perform the service to the Customer without reservation in the knowledge of the Customer's general terms and conditions.
5. The Supplier reserves the property rights and copyrights to all offers and cost estimates submitted by him as well as to all illustrations, calculations, brochures, catalogues, models, tools, samples, drawings and similar information, documents and resources of a physical and non-physical nature - including electronic form - made available to the Customer. They may not be made accessible to third parties neither as such nor in respect of their content, nor may they be disclosed, used or reproduced by the Customer itself or by third parties. At the Supplier's request, the Customer shall return these items in full to the Supplier and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

6. If the goods are to be manufactured or otherwise processed or treated by the Supplier and the Customer has submitted a specification for that purpose, the Customer shall indemnify the Supplier against any loss, damage, costs or other expenses incurred by the Supplier which the Supplier has to pay or is prepared to pay because the processing of the good in accordance with the contract has turned out to infringe any patent, copyright, trade mark or other proprietary right of any third party due to the Customer's specification.
7. The Supplier reserves the right to change the description of the goods with regard to the specification insofar as legal requirements are to be taken into account, as long as no deterioration of the order with regard to quality and usability occurs as a result of this change. We also expressly reserve the right to make changes that serve the technical improvement of the products. Minor changes, in particular in the case of rectification or replacement delivery (e.g. deviations in tolerances, color and quality) are permissible.
8. These Terms shall apply to all principal or ancillary services of the Supplier, in particular to the delivery, assembly and commissioning of machinery and equipment, the delivery, assembly and commissioning of spare parts as well as maintenance and repair services.

II Offer and Conclusion of Contract

1. All offers of the Supplier are non-binding and subject to change, unless they are expressly marked as binding or contain a specific acceptance period. This also includes cost estimates for repairs. The Supplier can accept orders or commissions within fourteen days of receipt.
2. In the absence of a specific agreement, a contract shall be concluded with the order confirmation in writing of the Supplier. Verbal commitments made by the Supplier prior to the conclusion of this contract are not legally binding and oral agreements between the contracting parties shall be replaced by the written contract unless it is expressly stated that they shall continue to be binding.
3. Information provided by the Supplier concerning the supply or service item (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as the corresponding representations (e.g. drawings and illustrations) are deemed to be approximations, unless the suitability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but merely descriptions or specifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose.

III Price and Payment

1. The prices apply to the scope of services and deliveries stated in the order confirmations. Any additional or special services (additional services) will be charged separately.
2. The price shall be the price stated by the Supplier or, where this has not been specified, the price set out in the Supplier's current price lists as applicable at the time of the order.
3. If the contractually agreed delivery period is more than four months, the Supplier reserves the right, unless a fixed price agreement has been made, to increase the price of the goods, after timely notification of the Customer and before delivery of the goods, in the manner and to the extent necessary due to general price developments beyond the Supplier's control (such as exchange rate fluctuations, currency regulations, changes in customs duties, significant increases in material or manufacturing costs) or due to changes in suppliers, provided the increase is acceptable for the Customer, taking into account the interests of the Supplier.
4. Unless otherwise stated in the offer or the sales price lists or unless otherwise agreed in writing between the Supplier and the Customer, all prices stated by the Supplier are in Euro and on an ex works basis. Insofar as the Supplier is prepared to deliver the goods to other locations, the Customer shall additionally bear the costs of transport, packaging and insurance as well as, in the case of export deliveries, customs duties and fees and other public charges.

The prices are exclusive of value added tax, which the Customer must additionally pay to the Supplier.

5. In the absence of a special agreement, payment for the delivery and assembly of machines and units is to be made as follows: 30 % down payment after receipt of the order confirmation, 30 % after delivery, 30 % after assembly and 10 % after acceptance ("*Abnahme*"). In the absence of a special agreement, the purchase price for spare parts is to be paid after delivery, and the remuneration for maintenance work is to be paid after the service has been rendered. A corresponding invoice will be issued by the Supplier in each case.
6. Invoice amounts are to be paid to the Supplier's bank account within fourteen days without any deductions, unless otherwise agreed in writing. Receipt of the money by the Supplier, usually with the crediting of the account, is decisive for timely payment. Cheques shall only be deemed to be payment after they have been cashed. Upon expiry of the aforementioned payment period, the Customer shall be in default. During the period of default, the purchase price shall bear interest at a rate of nine (9) percentage points above the

base rate per annum; the right to claim higher interest and further damages in the event of default shall remain unaffected.

7. The Customer shall only be entitled to withhold payments or to offset them against counterclaims insofar as his counterclaims are undisputed or have been legally established. In case of defects of the delivery, the rights of the Customer remain unaffected.
8. All claims arising from the entire business relationship shall become due immediately if the Customer defaults on a payment in whole or in part.
9. If, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the Customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions, to perform outstanding services only against advance payment or provision of security and - if necessary after setting a deadline - to revoke the contract (Section 321 BGB). In the case of contracts for the manufacturing of non-fungible items (custom-made products), we may revoke the contract immediately; the statutory regulations on the dispensability of setting a deadline remain unaffected.
10. In export business, it may be agreed between the contracting parties that the Customer shall open a documentary letter of credit through his bank (or a [different] bank acceptable to the Supplier). In this individual case, it is stipulated that the letter of credit shall be opened in accordance with the ICC Uniform Customs and Practice for Documentary Credits, ICC Publication 600 (ERA 600), revision version 2006.

IV. Delivery Time, Delay in Delivery

1. The delivery time results from the agreements of the contracting parties. Compliance with the delivery time by the Supplier requires that all commercial and technical questions between the contracting parties have been clarified and that the Customer has fulfilled all obligations incumbent upon him, such as the provision of the necessary official certificates or approvals or the payment of a deposit. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if the Supplier is responsible for the delay.
2. Compliance with the delivery period is subject to correct and timely delivery to us. The Supplier shall inform the Customer as soon as possible of any delays that become apparent.
3. The delivery period shall be deemed to have been complied with if the delivery item has left the Supplier's works or notification of readiness for dispatch has been given by the time the delivery period expires. Insofar as acceptance is to take place, the acceptance date shall be decisive - except in

the case of justified refusal of acceptance - alternatively the notification of readiness for acceptance.

4. In the event of an agreed delivery period or delivery date having been assured by the Supplier, the Customer shall grant the Supplier a reasonable period of grace in writing if the Supplier is in default. If this period expires without result, the Customer may revoke the contract in respect of the goods which have not been notified as ready for dispatch by the expiry of the period of grace. The Customer may only revoke the entire contract if the partial services rendered are of no interest to him. In addition, the Customer is entitled to claim compensation for delay, provided that he can prove that he has suffered damage as a result of the delay. Such compensation shall amount to ½ per cent (of the value of that part of the total delivery which cannot be used in time or in accordance with the contract as a result of the delay) for each full week of delay, but in total not more than 5 per cent. We reserve the right to claim and prove lower delay costs.
5. The Customer may not reject partial deliveries unless the acceptance of partial deliveries is unreasonable for him. This is the case if
 - the partial delivery is not usable for the Customer within the scope of the contractually intended purpose,
 - the delivery of the remaining ordered goods is not ensured, or
 - the Customer incurs substantial additional expenditure or costs as a result (unless the Supplier agrees to bear such costs).
6. Events of force majeure shall entitle the Supplier to postpone delivery for the duration of the hindrance and a reasonable start-up period. Force majeure shall be deemed to include strikes, lock-outs, mobilization, war, blockades, export and import bans, shortages of raw materials and fuel, fire, traffic blockages, disruptions of operations or transport, pandemics (e.g. the Corona pandemic) and other circumstances for which the Supplier is not responsible, irrespective of whether they occurred at the Supplier's, the Supplier's sub-supplier's or one of its sub-suppliers' premises. If such events make it considerably more difficult or impossible for the Supplier to deliver or perform and if the hindrance is not only of a temporary nature, the Supplier shall be entitled to revoke the contract in whole or in part regarding the part of the contract not yet fulfilled. The Customer may request the Supplier to declare whether it will revoke the contract or deliver within a reasonable period of time. If the Supplier does not make such a declaration, the Customer may revoke the contract.

V. Passing of Risk, Acceptance

1. The risk shall pass to the Customer when the delivery item has left the factory, even if partial deliveries are made or the Supplier has assumed other

services, e.g. the shipping costs or delivery and installation. Insofar as acceptance is to take place, this shall be decisive for the passing of risk. Acceptance must be carried out immediately on the acceptance date, alternatively after the Supplier has notified the Customer that the goods are ready for acceptance and that any contractually agreed testing of the goods has taken place. The Customer may not refuse acceptance in the event of a non-essential defect.

2. Insofar as acceptance is to take place, the delivery item shall also be deemed to have been accepted when
 - the delivery and, if the Supplier also owes the installation, the installation has been completed,
 - the Supplier has notified the Customer thereof with reference to the deemed acceptance pursuant to this Clause V. 2 and has requested the Customer to accept the delivery item,
 - ten (10) business days have elapsed since delivery or installation or the Customer has started to use the delivery item and in this case five (5) business days have elapsed since delivery or installation, and
 - the Customer has failed to accept the delivery item within this period for a reason other than a defect notified to the Supplier which makes the use of the delivery item impossible or substantially impairs it.
3. If dispatch or acceptance of the delivery item are delayed for reasons for which the Customer is responsible, the risk shall pass to the Customer from the date of notification of readiness for dispatch or acceptance. In addition, the costs incurred by the delay shall be charged to him. In the event of storage by the Supplier, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per full week. In the case of storage by third parties, the actual storage costs incurred shall be charged. The Customer reserves the right to prove that lower costs were incurred. The Supplier reserves the right to claim higher costs and/or further damages.

VI Retention of Title

1. The delivered goods shall remain the property of the Supplier until full payment of all claims against the Customer arising from the business relationship, irrespective of the legal grounds. This shall also apply in particular if payments are made for specially designated claims. The goods as well as the goods covered by the reservation of title taking their place according to clause VI.5 are hereinafter referred to as Reserved Goods.
2. The Customer shall store the Reserved Goods free of charge for the Supplier. As long as ownership has not yet passed to the Customer, the Customer shall be obliged to treat the Reserved Goods with care. If maintenance and

inspection work has to be carried out, the Customer shall carry this out in good time at its own expense.

3. The Customer is entitled to resell, process and handle the Reserved Goods in the normal course of business under his normal terms and conditions as long as he is not in default. Pledging or transfer of ownership by way of security is not permitted. The Customer may only resell the Reserved Goods subject to the proviso that the claim arising from the resale is transferred to the Supplier to the extent determined in the following provisions. The Customer shall not be entitled to any other disposition regarding the Reserved Goods. By way of security, the Customer hereby assigns in advance and to the full extent any and all claims arising from the resale of the goods, including, if applicable, any altered, mixed or blended goods (see VI. 5); the assignment is accepted. If the realizable value of the assigned claims exceeds our claims against the Customer by more than 10%, we shall release securities of our choice at the request of the Customer.
4. The Customer shall be entitled to collect the claims assigned to the Supplier until revocation or as long as it is not in default vis-à-vis the Supplier. The Supplier shall be entitled to revoke the authorization for good cause, in particular if the Customer is in default vis-à-vis the Supplier. In such a case, the Supplier shall be entitled to revoke the authorization to sell the Reserved Goods and to collect the claims assigned to him. Furthermore, in such a case the Supplier shall be entitled to demand the return of the Reserved Goods, without the Customer being entitled to a right of retention against this claim for return and without the Supplier thereby revoking the contract, unless he has declared the revocation to the Customer in writing. In addition, the Supplier may inform the third-party debtor of the assignment; for this purpose, the Customer shall provide the Supplier with the necessary documents and give the necessary information.
5. In the event of processing, mixing or blending of the Reserved Goods with other goods not belonging to the Supplier, it is agreed that a corresponding co-ownership share in the new item or the new stock in the ratio of the value of the goods delivered by the Supplier to the total value of the new item or the new stock shall be due to the Supplier and shall take the place of the former Reserved Goods. If the Reserved Goods are resold together with other goods, irrespective of whether this occurs without or after processing, connecting, mixing or blending, the advance assignment agreed above shall only apply in the amount of the value of the Reserved Goods which, together with the other goods, are the subject of the sale transaction.
6. If third parties gain access to the Reserved Goods, in particular by seizure, the Customer shall immediately notice them of the Supplier's ownership and inform the Supplier thereof in order to enable the Supplier to enforce its ownership rights. If the third party is not capable to reimburse the Supplier for the court or out-of-court costs incurred in this connection, the Customer shall be liable for these costs to the Supplier.

7. The Supplier shall be entitled to insure the delivery item against theft, breakage, fire, water and other damage at the Customer's expense, unless the Customer can prove that it has taken out the insurance itself.
8. If the Supplier revokes the contract due to breach of contract by the Customer - in particular default in payment - (enforcement event), the Supplier shall be entitled to demand the return of the delivery item. The Supplier is entitled to realize the Reserved Goods after receiving them back. After deduction of a reasonable amount for the costs of realization, the proceeds of realization shall be set off against the amounts owed to the Supplier by the Customer.

VII Warranty

Material and Legal Defects

1. The statutory provisions shall apply to the rights of the Customer in the event of material and legal defects (including incorrect and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. We do not assume any warranty and/or liability for public statements of any manufacturer or other third parties (e.g. advertising statements) to which the Customer has not referred to us as being decisive for his purchase.
2. The Customer's claims for defects are subject to the condition that he has fulfilled his statutory obligations to inspect and give notice of defects (Sections 377, 381 HGB). If a defect becomes apparent upon delivery, inspection or at any later time, the Supplier - and not any commercial agents, which is ineffective - shall be notified thereof in writing without undue delay. In any case, obvious defects shall be notified in writing within seven working days of delivery and defects not apparent on inspection within the same period of time from discovery. If the Customer fails to carry out the proper inspection and/or to give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.
3. Upon request, the Customer shall give the Supplier the opportunity to examine the goods subject to the complaint in the condition in which they are at the time of the discovery of the defect and to verify whether they are really defective. The Customer shall also give the Supplier the opportunity to do so in terms of work and space. He shall give the Supplier the opportunity to remedy the defect within a reasonable period of time. If the Customer fails to comply with these obligations without justification, all claims for defects concerning the consequences resulting from this failure shall be forfeited.
4. In the event of material defects in the delivered items, the Supplier shall initially be obliged and entitled to – at the Supplier's discretion – repair the defect or to make a replacement delivery in accordance with the statutory provisions within a reasonable period of time. The cure ("*Nacherfüllung*") shall

neither include the removal of the defective item nor its re-installation if we were not originally obliged to install it. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the Customer may revoke the contract or reduce the purchase price appropriately in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of revocation.

5. The Supplier is obliged to bear the expenses necessary for the purpose of cure, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, insofar as these are not increased by the fact that the delivery item was taken to a place other than the place of performance, unless the transfer corresponds to its intended use. If and to the extent that a defect did not exist, we may demand reimbursement from the Customer of the costs incurred as a result of the unjustified request to remedy the defect (in particular testing and transport costs), unless the lack of defectiveness was not apparent to the Customer.
6. The Supplier shall be entitled to make the cure owed dependent on the Customer paying the purchase price due. The Customer shall, however, be entitled to retain a reasonable part of the purchase price in relation to the defect.
7. The warranty shall not apply if the Customer modifies the delivery item or has it modified by a third party without the Supplier's consent and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of remedying the defect resulting from the modification.
8. In the event of defects in components of other manufacturers which the Supplier cannot remedy for licensing or factual reasons, the Supplier shall, at its option, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. In the event of such defects, warranty claims against the Supplier shall only exist under the other conditions stated in and in accordance with these Terms if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the Customer against the Supplier shall be suspended.
9. In all cases, the special statutory provisions remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse in accordance with Section 478 BGB).

Property Rights

10. If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own expense, generally procure for the Customer the right to continue using the delivery item or modify the delivery item in a manner reasonable for the Customer in such

a way that the infringement of property rights no longer exists.

If this is not possible under economically reasonable conditions or within a reasonable period of time, the Customer shall be entitled to revoke the contract. Under the aforementioned conditions, the Supplier shall also be entitled to revoke the contract.

In addition, the Supplier shall indemnify the Customer against undisputed or legally established claims of the holders of the property rights concerned.

11. Subject to Section VIII, the Supplier's obligations set out in the previous section shall be conclusive in the event of infringement of industrial property rights or copyrights.

They shall only exist if

- the Customer notifies the Supplier without delay of any asserted infringements of industrial property rights or copyrights,
- the Customer supports the Supplier to a reasonable extent in defending the asserted claims or enables the Supplier to carry out the modification measures in accordance with Section VII. 10,
- the Supplier reserves the right to take all defensive measures, including out-of-court settlements,
- the legal defect is not based on an instruction of the Customer and the infringement of rights has not been caused by the fact that the Customer has modified the delivery item without authorization or has used it in a manner not in accordance with the contract.

VIII. Liability, Revocation

1. Unless otherwise stipulated in these Terms including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
2. We shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty),
 - a) for damages resulting from injury to life, body or health
 - b) for damages resulting from the breach of an essential contractual obligation (any obligation which must be fulfilled to allow proper performance of the contract in the first place, and which the Customer may rely on as being

regularly observed); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.

3. The limitations of liability resulting from clause VIII.2 shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are responsible for according to statutory provisions. They shall not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the Customer under the Product Liability Act.
4. The Customer may only revoke or terminate the contract due to a breach of duty which does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the Customer (in particular according to Sections 650, 648 BGB) is excluded. The statutory requirements and legal consequences shall apply to the revocation.

IX. Warranty Period and Limitation

1. The warranty period for material and legal defects shall be twelve months from delivery or, if acceptance is required, from acceptance. Irrespective of the Customer's knowledge of a defect, the period shall commence from the time of delivery to or acceptance of the Customer. This shall not apply insofar as special statutory provisions on limitation exist (in particular Section 438 para. 1 no. 1, no. 2, para. 3, Sections 444, 445b, 634 a para. 1 no. 2 BGB).
2. The above limitation periods shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case. This shall not apply to the Customer's claims for damages under Clause VIII.2.a) and to claims under the German Product Liability Act; these shall become time-barred exclusively in accordance with the statutory limitation periods.
3. The statutory provisions on suspension of expiry, suspension and recommencement of the limitation period shall remain unaffected.

X. Software Usage

1. Insofar as software is included in the scope of delivery, the Customer shall be granted a temporally and spatially unrestricted, non-transferable and simple, non-exclusive right to use, reproduce and decompile the delivered software including its documentation in accordance with the provisions of this contract upon full payment of the respective purchase price. In the event that third party software is provided, rights shall only be granted to the extent provided by the third party.
2. The software is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited. In this case, system means the computer system in the direct possession of the

Customer for the fulfilment of the purpose of use. Further rights of use are not granted.

3. The Customer shall be entitled to make a backup copy if this is necessary to secure future use. The Customer shall visibly affix the note "Backup copy" as well as a copyright notice of the Supplier to the backup copy made.
4. The Customer may only duplicate, revise or translate the software or convert it from the object code into the source code to the extent permitted by law (Sections 69a ff. UrhG (German Copyright Act)), insofar as no permissible restrictions are imposed by these Terms. The right to duplicate or decompile shall only exist under the additional condition that the Supplier has not made the necessary information available to the Customer upon request within a reasonable period of time.
5. The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the Supplier's prior express consent.
6. All other rights to the software and the documentation, including the copies, shall remain with the Supplier or the software supplier respectively. The granting of sublicenses is not permitted.

XI. Obligations of the Customer for Assembly, Repair and Maintenance Services

If the Supplier provides assembly services, the following special regulations shall also apply, which shall apply mutatis mutandis to the provision of repair and maintenance services:

1. The Customer shall at his own expense support the assembly personnel in carrying out the assembly.
2. He shall take the specific measures necessary for the protection of persons and property at the assembly site. He shall also inform the assembly manager of any existing specific safety regulations, insofar as these are of importance for the assembly personnel. He shall inform the Supplier of any infringements of such safety regulations by the assembly personnel. In the event of serious violations, he may, in consultation with the assembly manager, refuse the offending party access to the assembly site.
3. The Customer is obliged to provide technical assistance at his own expense, in particular regarding:
 - Provision of the necessary, suitable auxiliary workers (bricklayers, carpenters, locksmiths and other skilled workers, manual workers) in the amount and for the time required for the assembly; the auxiliary workers must follow the instructions of the assembly manager. The assembly contractor shall not assume any liability for the auxiliary

workers. If the auxiliary workers have caused a defect or damage due to the instructions of the assembly supervisor, Section VII and Section VIII shall apply.

- Carrying out all earthworks, construction, foundation and scaffolding work, including the procurement of the necessary construction materials.
 - Provision of the necessary facilities and heavy tools (e.g. lifting equipment, compressors, portable smithy) as well as the necessary equipment and materials (e.g. construction wood, wedges, base materials, cement, plaster and filler, lubricants, fuels, drive belts and ropes).
 - Provision of heating, lighting, operating power, water, including the necessary connections.
 - Provision of necessary, dry and lockable rooms for the storage of the tools of the assembly personnel.
 - Transport of the assembly parts at the assembly site, protection of the assembly site and materials against harmful influences of any kind, cleaning of the assembly site.
 - Provision of suitable, theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the assembly personnel.
 - Provision of materials and performance of all other acts necessary for the adjustment of the object to be assembled and for the performance of a test as provided for in the contract.
4. The technical assistance of the Customer shall ensure that the assembly can be started without undue delay after the arrival of the assembly personnel and can be carried out without delay until acceptance by the Customer. If specific plans or instructions of the Supplier are required, the Supplier shall make them available to the Customer in good time.
5. If the Customer fails to fulfil his obligations, the Supplier shall be entitled, but not obliged, after setting a time limit, to perform the actions incumbent upon the Customer in the latter's stead and at the latter's expense. The statutory rights and claims of the Supplier shall remain unaffected.
6. If the devices or tools provided by the Supplier are damaged on the assembly site through the fault of the Customer or if they are lost through no fault of the Supplier, the Customer shall be obliged to compensate for such damage. Damage attributable to normal wear and tear shall not be taken into account.

XII Place of Performance, Jurisdiction, Applicable Law

1. The place of performance for all obligations arising from or in connection with the contractual relationship is Bayreuth, unless otherwise specified.
2. This contract shall be governed exclusively by the laws of the Federal Republic of Germany; the applicability of private international law (IPR) and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) is excluded.
3. If the Customer is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, it is agreed that the place of jurisdiction for all legal disputes arising from the contractual relationship, including actions on bills of exchange and cheques, shall be Bayreuth. The Supplier is also entitled to sue the Customer at his general place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
4. The assignment of rights arising from the contractual relationship by the Customer is only permissible with the prior written consent of the Supplier.
5. Insofar as the contract or these Terms contain regulatory gaps, such legally effective provisions shall be deemed to have been agreed in order to fill these regulatory gaps which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these Terms if they had been aware of the regulatory gap.
6. Regarding data protection, please see our data protection information on our website: <https://www.airinotec.com/en/general/data-protection>