

General Terms and Conditions of Sale and Delivery of Comet Technologies Germany GmbH

of March 2026

1 SCOPE, EXCLUSIVITY AND BINDING CHARACTER

1.1 These General Terms and Conditions of Sale and Delivery ("Terms of Sale") apply to all deliveries, installations, repairs, consulting services and other services of Comet Technologies Germany GmbH ("Comet"). The Terms of Sale form the basis and contents of the offers submitted by Comet to its customers ("Buyers") and the agreements concluded with them regarding the sale and delivery of goods and services etc. ("Agreement"), unless otherwise agreed in writing. In case of conflicting provisions, the Agreement shall take precedence over the Terms of Sale. The Buyer's general business terms are expressly excluded, except if expressly acknowledged by Comet in writing.

1.2 The current version of the Terms of Sale is available on the Comet homepage. They shall become part of the Agreement upon order placement and shall apply, subject to change, also to all other future offers and deliveries by Comet.

2 OFFER, ACCEPTANCE AND CHANGE

2.1 All offers by Comet are free of charge and without commitment, unless otherwise noted. By ordering the desired products, the Buyer makes a binding offer to conclude a purchase agreement.

2.2 An Agreement shall be concluded if Comet has confirmed the order in writing, in text form (fax, email) or by Electronic Data Interchange (EDI) or has executed the order. Any amendment or supplement to the Agreement shall only be valid if made in writing or text form (fax, email). In particular, Comet employees and agents shall not be authorised to make verbal collateral agreements, give any assurance or make verbal agreements regarding amendments to the Agreement. Such collateral agreements, assurances or agreements shall oblige Comet only following a relevant supplement to the order acknowledgement made in writing or text form (fax, email).

3 PRICES

3.1 All prices offered and confirmed are always net prices, unless otherwise agreed in writing. They are quoted ex works, excluding incidental costs such as freight, customs and packaging, without discounts and other abatements or deductions, plus the value added tax (purchase price) applicable on the day of delivery, unless otherwise agreed. Any price confirmed shall apply only if the quantity confirmed is purchased.

3.2 Should more than four months have passed between conclusion of the Agreement and the delivery date scheduled for the entire, or any part of, the delivery and should the costs of the delivery item increase by more than 5% after conclusion of the Agreement, in particular due to price increases by Comet's suppliers, Comet shall be entitled to reasonably (i.e. to the extent to which the product costs increase) increase the price for those parts of the total delivery that are scheduled for delivery after four months. Should the price increase claimed by Comet exceed the price of the total delivery by more than 5%, the Buyer shall be entitled to withdraw from the Agreement within two weeks of receipt of Comet's notification of the price increase by sending Comet a written notice.

4 DELIVERIES, PASSING OF RISK AND ACCEPTANCE INSPECTION

4.1 The delivery dates and delivery periods are quoted ex works and result from Comet's written acknowledgement pursuant to Section 2.2. All delivery dates and delivery periods are quoted for guidance only and shall be binding only if specified as binding by Comet expressly and in writing.

4.2 The goods shall usually be handed over to the Buyer in accordance with the CIP INCOTERMS in effect at the time of conclusion of the Agreement. Unless otherwise agreed, "Carriage and Insurance Paid to" ("CIP") shall apply to shipments. Handover to the forwarder at Comet's plant or any other place of loading shall be deemed delivery to the Buyer, and all risks of loss or damage during transport shall pass to the Buyer at that time, irrespective of the existing terms of shipment.

4.3 The general mode of shipment for each delivery item shall be selected in accordance with the procedure specified by the Buyer. However, Comet reserves the right to determine the precise shipping procedure and to make

partial deliveries at its own discretion, all partial deliveries being invoiced separately and falling due for payment at the payment date stated in the invoice irrespective of further deliveries.

4.4 Any delay in the case of delivery of partial deliveries shall not release the Buyer from its obligation to accept the remaining deliveries.

4.5 Where the Buyer is entitled to claim justified compensation for damage caused by delay, such claim shall, in the case of ordinary negligence on the part of Comet, be limited to 0.5% of the net price (value of the goods to be delivered) for each full calendar week of delay, however, in the aggregate to a maximum of 5% of the value of the goods to be delivered that are delivered late. If the Buyer, in addition to this, wishes to withdraw from the Agreement and/or to claim damages instead of performance, it shall have to fix a reasonable time limit for Comet to make delivery. Where the Buyer is entitled to claim damages instead of performance, such claim shall be limited to a maximum of 10% of the agreed purchase price in the case of ordinary negligence. Should Comet, while being in default of delivery, become unable to deliver by accident, Comet shall be liable within the liability limitations agreed above. Comet shall not be liable if the damage had occurred also if delivery had been on schedule. Comet shall be entitled to prove a lesser damage.

4.7 Should the Buyer not take delivery of the goods ordered, Comet shall be entitled to withdraw from the Agreement or claim damages for non-performance upon expiry of a period of 30 days. Moreover, the Buyer shall be liable to Comet for all additional handling, storage and/or other costs incurred and for the risk of loss in connection with the goods ordered. If Comet stores the goods, the storage costs shall be (0.1%) of the purchase price of the goods stored for each full week. The parties shall each have the right to claim higher and to prove lower storage costs.

Moreover, Comet shall have the right to retain further deliveries irrespective of whether or not they are connected with the goods not taken delivery of.

4.8 Where acceptance inspection is to be carried out, the goods shall be deemed accepted if

- a) delivery has been made and, if Comet also owes installation, installation has been completed;
- b) Comet has notified the Buyer of this, pointing to the implied acceptance pursuant to this Section 4.8, and has asked it to carry out the acceptance inspection;
- c) ten working days have passed since delivery and/or installation or the Buyer has started to use the goods (e.g., has put the goods into operation) and, in that case, five working days have passed since delivery and/or installation; and
- d) the Buyer has failed to declare acceptance within that period of time for any reason other than a defect of which it has notified Comet that makes use of the goods impossible or significantly impairs such use or has not declared itself.

4.9 Buyer shall be responsible for the proper disposal of all packaging material at its own expense. Notwithstanding the above, where Comet provides reusable packaging, in particular reusable pallets and plastic side-pieces, Buyer shall return such at its expense and risk to Comet.

5 TERMS OF PAYMENT

5.1 The Buyer undertakes to pay the invoice amount net within 14 days of the invoice date, unless otherwise agreed in writing.

5.2 Irrespective of the method of payment, any payment shall be deemed to have been made only at the time at which Comet can freely dispose of the amount.

5.3 Should the Buyer be in default of payment, Comet may fix a reasonable period of grace in writing for performance or supplementary performance, without prejudice to the other rights under these Terms of Sale. Upon expiry of the period of grace without the required performance, Comet shall be entitled to withdraw from the Agreement by means of a written statement and/or to claim damages instead of performance. Should the Buyer be in default of

payment, Comet shall be entitled to make deliveries only against prepayment by the Buyer. In the event of default of payment, an interest rate for late payment pursuant to Section 288 (2) BGB [German Civil Code] shall apply.

5.4 The Buyer shall have a right of set-off or retention only to the extent that its claim has been determined without further legal recourse or is undisputed. The Buyer's counter-rights (Gegenrechte) shall not be affected in case of defects of the delivery. Comet's agents are not authorised to receive payments.

6 RETENTION OF TITLE

6.1 Comet retains title to the goods until all claims arising from the current business relationship between Comet and the Buyer have been settled in full.

6.2 For the duration of the retention of title, the Buyer may not pledge the retained goods or use them as security and resale shall be permitted only to resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customers or makes the reservation that title shall not pass to the customer until the Buyer has fulfilled its payment obligations.

6.3 If the delivered item is combined with other items not belonging to the Comet, Comet acquires co-ownership of the new item as per the ratio of the value of the processed item to the new item at the time of processing. If the processing is carried out in such a way that the new item produced by the Buyer should be considered as the main item, then the Buyer transfers the pro-rata co-ownership of this item to Comet. If the Buyer resells the delivered goods in accordance with their intended use, it hereby assigns to Comet the claims against its buyers arising from the sale, including all ancillary rights, until all its claims have been settled in full.

6.4 At the request of Comet, the Buyer is obliged to notify the third party buyers of the assignment and to provide Comet with the information and documents required to assert its rights.

6.5 Comet will release the securities held by it to the extent that their value exceeds the claims to be secured by more than 10% in total.

7 WARRANTY AND LIABILITY

7.1 Except where the Parties agree otherwise in writing, Comet's warranty is restricted to the specifications for the goods in question as publicly available and/or published at the time of order confirmation.

7.2 Any warranty for specific quality requirements and/or any intended usage is subject to a corresponding prior, written agreement signed by the Parties. For the sake of clarification, where Comet provides an initial offer based on specific requirements provided by Buyer, such additional requirements only apply where agreed upon in writing in such offer.

7.3 Where Buyer requests additional requirements, whether before or after any acceptance by Comet as per subsection 2 above, any acceptance thereof is subject to Comet's written acceptance. In particular, in such cases Comet reserves the right to require additional remuneration, e.g. for forwarding cost increases.

7.4 Buyer represents and acknowledges that it used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the goods and/or (ii) in the selection, provision, or designation of any specification or set of specifications for the goods agreed upon by Buyer and Comet; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Comet, its employees, agents and/or representatives to Buyer. Without limiting the foregoing, Buyer agrees that Comet shall not be liable for, and assumes all risk of, inaccurate or unsuitable specifications, designs or information provided, selected, or designated by Buyer.

7.5 Comet reserves the right to make modifications without informing Buyer to assist technical progress, to secure the supply chain and/or to react on market variations. Such changes can be related – but are not limited to – to the goods in process, ingredients/raw materials/parts and/or auxiliary materials.

7.6 Where goods contain third party digital elements or other digital content, Comet shall only be liable for the provision and, if necessary, for the updating of the digital content, to the extent that this is expressly provided for in an

explicit agreement in writing concerning specific quality requirements as described above under sub-section a. Comet accepts no liability for public statements made by the manufacturer or other third parties about such third party digital elements or other digital content.

7.7 Where Comet provides Services, these shall be provided in accordance with the state of the art then current as of the acceptance of the order in question. Comet does not provide any further warranty except as provided for in an explicit agreement in writing concerning specific quality requirements. For the avoidance of doubt, where Comet provides technical advice and/or assistance, this is typically provided as a courtesy. Such consultation shall only be deemed an extension of the warranty where it forms the basis of a concrete contract for Services in a written agreement as described above.

7.8 Comet's warranties only extend to the Buyer. No other party shall be a third-party beneficiary thereof nor be entitled to make a warranty claim or similar claim against the Comet.

7.9 All prototypes, goods in development, test or trial goods and samples are provided by Comet to Buyer "AS IS" without warranty of any kind whether express or implied and are expressly not covered by the warranties set forth herein. Buyer agrees not to make any warranty claims nor other claims against Comet with respect to such prototypes, goods in development, test goods, and samples.

7.10 EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON INFRINGEMENT, ARE EXCLUDED. COMET DOES NOT WARRANT THAT ANY GOODS SHALL BE INTEROPERABLE OR COMPATIBLE WITH ANY OTHER GOODS, AND BUYER IS SOLELY RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE USE OF GOODSS IN CONJUNCTION WITH OR AS A COMPONENT OF ANY OTHER GOODS OF BUYER OR ANY THIRD PARTY.

7.11 To be eligible for a warranty claim, Buyer (i) must fulfill its inspection and notification obligations as described below, (ii) must upon Comet's request return or otherwise provide Comet with access to such allegedly non-conforming Goods, (iii) must upon Comet's request allow Comet to reasonably participate in any root cause analysis conducted in connection with such allegedly non conforming goods, (iv) must upon Comet's request provide Comet with access to any applicable warranty related data related to the non-conforming goods and (v) must submit such claim to Comet during the warranty period.

7.12 Buyer is obliged to inspect all goods immediately upon receipt and to notify Comet immediately in writing of any defects. If Buyer fails to notify Comet as per above, then the goods are deemed approved and accepted as is, unless the defect is one which was not apparent on inspection, in which case it shall only be deemed approved and the Goods in question accepted where Buyer fails to notify Comet without undue delay of the (hidden) defect promptly upon discovery. Comet does not under any circumstances waive the objection of late, insufficient, or unfounded notice of defects through negotiations concerning a complaint. Any acknowledgement of a defect must be made in writing to be binding.

7.13 Subject to the conditions above, where goods are not as warranted, then Comet shall at its sole option, and as Buyer's sole remedy, either (i) refund to Buyer the purchase price less shipping and handling of the non-conforming goods or (ii) repair or replace the non-conforming goods. Except as specifically provided in these Conditions of Sale, Buyer shall have no right to return goods to Comet.

7.14 Except to the extent that mandatory provisions of law require otherwise, the warranty period for claims for defects shall end with the expiration of twelve months from delivery of the goods. This period shall not be extended by subsequent performance. If a formal acceptance is agreed, the warranty period shall commence with acceptance.

7.15 Except as otherwise provided for herein, Comet is liable as per the statutory provisions for damages resulting from its willful and/or gross negligent breach of duty as well as in cases of culpable injury to life, body, and health, and where mandatory provisions of law require such (e.g., where provided for in the products liability act). Where Comet negligently breaches a so-called cardinal duty (an obligation the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner may regularly rely), Comet's

liability is limited to the foreseeable damage typically occurring in comparable cases. Otherwise, Comet's liability is excluded.

7.16 Limitations of liability contained herein shall also apply in the event of breach of duty by Comet's legal representatives or vicarious agents. To the extent Comet's liability is excluded according to these provisions, this shall also apply to the personal liability of Comet's employees and vicarious agents.

7.17 Comet disclaims any and all liability for or related to matters for which it is not responsible e.g.: (i) equipment or goods or personnel not supplied or manufactured by Comet hereunder, including but not limited to equipment and goods that are attached to, combined with or used in conjunction with Comet's goods, (ii) any system or the operation thereof into which the Comet's goods are incorporated, (iii) any designs, specifications or requirements provided by Buyer, (iv) Services performed in connection with goods that are not manufactured by Comet, (v) defects resulting from misuse, abuse, careless handling, defacement, modifications or alterations by any person other than Comet, and (vi) defects resulting from failure to observe or follow any Goods information or instructions provided by Comet.

7.18 IN NO EVENT SHALL COMET BE LIABLE FOR LOST PROFIT, LOST BUSINESS AS WELL AS FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY, EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTIES REFERENCED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE COMET. ALL CLAIMS OF BUYER AGAINST COMET IN CONNECTION WITH THE PROVISION OF GOODSS HEREUNDER MUST BE MADE WITHIN 12 MONTHS OF DELIVERY, OR WHERE A FORMAL ACCEPTANCE HAS BEEN AGREED UPON WITHIN 12 MONTHS THEREOF, OR ELSE SHALL BE DEEMED WAIVED.

7.19 If Buyer distributes or resells the goods and/or provides services in connection with such resale or distribution, Buyer represents and warrants that it will cause its customers to receive and accept the warranty and remedy limitations set forth herein.

7.20 Buyer furthermore acknowledges that Comet has furnished to Buyer goods information which includes warnings and safety and health information concerning the goods.

7.21 Buyer represents and agrees that it will disseminate such information to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors, and customers. Buyer agrees to hold harmless and indemnify Comet from and against any losses, damages, and expenses, including without limitation attorney fees and litigations costs, from or relating to Buyer's failure to satisfy its obligations under this paragraph.

8 FORCE MAJEURE

8.1 Any delay in delivery and/or service provision caused by unforeseen events beyond Comet's control, such as war, threat of war, riot, use of force by a third party against persons or things, acts of sovereignty, including monetary and trade measures (e.g. economic sanctions), industrial action at Comet or its suppliers or forwarders, interruption of the traffic connections intended to be used, natural disaster, fire, shortage of raw materials (e.g. semiconductors and other electronic components), energy scarcity or any other disruption of operations at Comet or its suppliers for which Comet is not responsible, shall extend agreed delivery periods and deadlines for the time the impediment persists. This shall apply also if Comet already is in default of delivery or if the impediments to performance existed already prior to conclusion of the Agreement but were unknown to Comet. Comet shall without delay notify the Buyer of impediments of the abovementioned nature.

8.2 Should any delay in delivery attributable to the events specified in Section 9.1 continue for longer than four months, both parties shall be entitled to withdraw from the Agreement. However, the Buyer can withdraw only if Comet, at the Buyer's request, fails to declare within one week's time whether Comet wishes to withdraw or make delivery within a reasonable period of time. The same right of withdrawal shall arise irrespective of the abovementioned time limit if performance of the Agreement has become unacceptable to either of the parties in view of the delay that has occurred.

9 INTELLECTUAL PROPERTY

9.1 Drawings, samples, drafts, designs etc. shall remain the property of Comet. Their use, reproduction or disclosure to a third party without the prior written consent of Comet is prohibited. Unless otherwise agreed, all intellectual property rights (including know-how) to products supplied by Comet shall remain with Comet.

9.2 Where Comet manufactures items based on drawings, models or templates which the Buyer has provided to Comet, all responsibility for infringement of intellectual property rights or violation of a provision of the German Act Against Unfair Competition (Gesetz gegen den unlauteren Wettbewerb) and for resulting claims is rejected. The Buyer shall fully indemnify Comet from and against third-party claims on first demand by Comet.

10 SOFTWARE

10.1 To the extent that software ("SW") is part of the scope of supply, the Buyer shall receive the transferable and non-exclusive right to use the contractual software on the delivery item intended for the purpose. Use of the software on more than one system is prohibited.

10.2 The SW supplied by Comet may be reproduced, modified, translated or converted from object code to source code only to the extent this is permitted by law (Section 69a et seq. UrhG [German Act on Copyright and Related Rights]). SW must not be passed on to a third-party without the prior written consent of Comet. Such consent shall as a rule be withheld only for an important reason.

10.3 The Buyer is not granted any further rights to use and exploit the SW.

10.4 The Buyer shall ensure that none of its employees and no other third party will use the SW supplied by Comet for any purposes other than those contractually agreed.

10.5 On request and where Comet has a legitimate interest, the Buyer shall allow Comet or a third party assigned by Comet to audit whether the use of the SW is within the bounds of the rights granted herein. The Buyer shall to the best of its ability assist Comet with the performance of such audits.

10.6 Comet shall have no warranty obligation if any alteration has been made to the SW without the express written permission of Comet. The warranty claim shall likewise be forfeited if the Buyer uses the SW in any hardware or software environment other than that approved by Comet, in the case of improper operation and/or if the defect is attributable to other events outside of Comet's sphere of responsibility.

The SW supplied by Comet is basically as described in the product description. Claims for defects cannot be asserted in case of insignificant deviation from the agreed or supposed quality and in case of merely insignificant impairment of usability. Unless specified as such in a separate written agreement, product descriptions shall not be deemed to be guarantees. In the case of delivery of updates, upgrades and new versions, claims for defects shall be limited to the extent of the functions newly introduced by the update, upgrade or new version compared to the old version. Notice of defects of the SW shall be given in writing, describing the error indications in a comprehensible way and proving them, if possible, by written records, hard copies or other documents illustrating the defects. The notice of defects shall enable reproduction of the error.

10.7 With respect to the SW, Comet shall be liable without limitation for damage caused by wilful intent or gross negligence on the part of Comet or its legal representatives or executive employees and for damage caused wilfully by other vicarious agents. Comet shall be liable without limitation for damage resulting from injury to life, body or health caused by wilful intent or negligence on the part of the licensor or its legal representative or vicarious agents. Comet shall be liable for damage due to the absence of warranted characteristics up to the amount that was covered by the purpose of the warranty and was identifiable by Comet when it provided the warranty. Comet shall be liable for product liability losses in accordance with the provisions of the German Product Liability Act. Comet shall be liable for the loss of data only up to the amount that would have been incurred for recovery had the data been backed up properly and regularly.

11 CONFIDENTIALITY

The Buyer shall be obliged to treat the information about Comet and its products as confidential which the Buyer has obtained in the context of the business relationship and to bind to confidentiality its employees and vicarious agents that use such information. Should the Buyer or any of its employees or vicarious agents breach the obligation of confidentiality, the Buyer shall owe Comet a contractual penalty of EUR 50,000.00. Payment of the contractual penalty shall not release the Buyer from its obligation of confidentiality. The assertion of further claims for damages shall be reserved.

12 PRODUCT RECALL

12.1 If there are essential reasons for Comet to recall a product from the market, the Buyer shall be obliged to support Comet in the best way possible in its relevant efforts.

12.2 The Buyer undertakes to take all suitable measures to be able at all times to return products to Comet in the event of a recall. The Buyer shall in particular take measures to ensure the traceability of the products.

12.3 Upon request by Comet, the Buyer shall be obliged to return all products to Comet that are affected by a recall. This shall also apply to products that are already in the possession of end consumers. The Buyer shall request these end consumers to return the products to it.

12.4 Comet shall bear the costs associated with a recall only in those cases in which Comet is guilty of having caused the reason of the recall. To the extent permitted by law, takeover of

indirect or consequential costs, such as for business interruption, loss of earnings, third-party claims etc., is excluded expressly.

13 EXPORT COMPLIANCE

13.1 Buyer unconditionally and irrevocably agrees that it shall always comply with all applicable national and international (re-)export control regulations, including any applicable embargos, sanctions or other restrictions concerning the export of goods, software, services or technology (hereinafter "Export Control Laws"). Buyer agrees that it shall not, directly or indirectly, export, re-export, transfer, sell, resell, ship, or divert any product, material, technology, technical data, software or service furnished to it by Seller to any company, country, entity, or person in violation of the Export Control Laws or of necessary licensing requirements and that the goods and/or the Software are not intended for a prohibited or licensable armaments-related, nuclear or weapons related use, unless all necessary licenses have been obtained.

13.2 Buyer confirms that neither it or any of its subsidiaries or affiliates or, to the Buyers knowledge after due and careful inquiry, any director, officer or employee of the Buyer or any of its subsidiaries or affiliates involved in the order is (i) listed on any relevant US sanctions list, any relevant EU sanctions list or any other applicable sanctions list; (ii) is located in a country or territory which is a target of US/EU or any other applicable sanctions or whose government is currently the target of afore-mentioned sanctions; (iii) a Person who is directly or indirectly owned or controlled by any Person currently on a US/EU or any other applicable sanctions list, or is directly or indirectly owned or controlled by any Person who is in a country or territory that is target of, or whose government is currently a target of, afore-mentioned sanctions.

13.3 Buyer shall promptly provide Comet with complete and accurate information and documents as may be necessary to ensure compliance with Export Control Laws, including in relation to the end-user, end-use and destination country for the items furnished by Comet, in the format required by Comet.

13.4 Except to the extent and in a manner specifically agreed by Comet in advance in writing and signed by an authorized representative of Comet, Buyer shall in no event (i) provide to Seller any products, information, materials, software, data, or technology subject to restrictions on exportation, release or disclosure pursuant to any applicable Export Control Laws, or (ii) require Comet to design, manufacture, modify, sell or otherwise take action with respect to such export-controlled materials.

13.4 No Russia and No Belarus Clause. In application of Article 12g of Council Regulation (EU) No 833/2014, the Buyer shall not sell, export or re-export, directly or indirectly, any goods (tangible and intangible) and technologies supplied by Comet under this Agreement to:

- i) the Russian Federation, the Belarus or for use in the Russian Federation or in the Belarus (including the Ukrainian territories occupied by the Russian Federation); or
- ii) any individual or entity subject to EU sanctions or restrictive measures, or to any entity owned by, controlled by, or acting for individuals or entities subject to EU sanctions or restrictive measures.

Buyer undertakes to immediately report in writing to Comet any suspicion of violation, any allegation of violation or any actual violation of the provisions set forth in items i) and/or ii) above, and shall immediately cease any such sale, export or re-export of goods (tangible and intangible) and technologies supplied by Comet.

Any violation of this article 13.4 shall be deemed a material breach by the Buyer of its contractual obligations, thereby entitling Comet, without incurring any liability whatsoever whether for damages, by way of an indemnity, for costs or otherwise, to either (i) suspend its performance as long as the breach is not satisfactorily remedied; and/or (ii) terminate the respective agreement with Buyer with immediate effect.

The foregoing paragraph is without prejudice to any damages or remedies which Comet may be entitled to claim under this Agreement or under any applicable legal provisions.

13.5 Buyer shall indemnify and hold Comet harmless for all claims, demands, cost, fines, penalties, fees, expenses, or losses, including the reasonable fees, charges, and disbursements of counsel, arising from Buyer's failure, intentional or unintentional, to comply with the foregoing export and sanctions compliance provisions.

14 DATA PRIVACY

In accordance with applicable data protection regulations, the Buyer is made aware that Comet will store and process its data. The data will be processed in compliance with the applicable legal regulations.

15 SEVERABILITY CLAUSE

Should any of the provisions of this Agreement or these Terms of Sale be or become invalid or should any gap be found in this Agreement, this shall not affect the validity of the remaining provisions. Any such invalid contractual provision shall be replaced with and any gap shall be filled by a legally effective provision that takes account of or comes as close as possible to the parties' intentions apparent from this Agreement and to the economic spirit and purpose of the invalid provision and the entire Agreement. This shall also apply where the invalidity of a provision is based on a measure of performance or time. In that case, a measure of performance or time permitted by law which comes as close as possible to what had been intended shall be deemed to be agreed.

16 GOVERNING LAW, PLACE OF JURISDICTION

16.1 All legal relationships with the Buyer shall be governed exclusively by German law, excluding application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Application of the provisions of private international law (conflict of laws) is excluded.

16.2 The exclusive place of jurisdiction for any disputes between Comet and a Buyer shall be the court competent for Comet that has jurisdiction at Comet's registered seat and over the subject matter. Comet shall be free to bring an action against the Buyer also at the Buyer's place of jurisdiction. Statutory regulations regarding exclusive jurisdiction shall not be affected.