

Standard Terms and Conditions (dated 01 April 2020)

§ 1 Scope of Application

(1) These Standard Terms and Conditions shall apply exclusively to businesspersons, legal persons governed by public law or special funds governed by public law within the meaning of § 310 subsection 1 BGB (German Civil Code). Adverse or standard business terms of the Customer deviating from these Terms and Conditions shall only apply after being explicitly acknowledged by us in writing.

(2) These Terms and Conditions shall also apply to all future business done with the Customer in so far as these are related legal transactions.

§ 2 Offer and Conclusion of Contract

(1) Unless otherwise agreed in the offer, offers shall be valid for a period of four weeks. They are subject to prior sale. Obligations of neoplas GmbH shall only be established by a Customer's explicit confirmation of the offer. If the offer provides for the conclusion of a contract, obligations of neoplas GmbH shall only be established upon concluding the contract.

(2) Offers on research and development services of neoplas GmbH describe the task with regard to the specific intended use, the content and scope of activities, the handling period and the research and development objectives. If the confirmation of an offer contains deviations from the offer made, such deviations shall only be deemed agreed upon the explicit confirmation in writing.

(3) As soon as neoplas GmbH realises that the planned handling period is insufficient, it will submit to the Customer proposals for changes in writing for a consensual prolongation of the handling period stating the reasons.

(4) Unless explicitly declared to be binding in the offer on research and development services, the customary approximate values shall be valid for all specifications, material data, etc. Notices in the event of change shall only be given if a guarantee of quality is affected.

(5) neoplas GmbH warrants to use scientific accuracy and to observe the accepted rules of technology but not to factually achieve a research and development objective.

(6) neoplas GmbH shall not be answerable for any infringement of third parties' industrial property rights in the course of utilizing its results of research and development. However, as it comes to know of them, it shall inform the Customer forthwith about third parties' industrial property and copyrights, which may be infringed by utilizing the results of its research and development.

(7) The Customer guarantees for a research and development service that by carrying out research and development no infringement of any industrial property rights will arise from products, drawings or samples provided by the Customer or third parties. The Customer shall handle defence lawsuits at own costs and reimburse related expenses to neoplas GmbH.

§ 3 Surrendered Documents

neoplas GmbH shall reserve property rights and copyrights to all documents like e.g. calculations, drawings, etc. surrendered to the Customer in connection with the offer. These documents must not be disclosed to third parties unless neoplas GmbH gives its explicit consent in writing to the Customer to do so. Inasmuch as the Customer does not accept the offer made by neoplas GmbH within the time limit of § 2 subsection 1, these documents shall be immediately returned to neoplas GmbH.

§ 4 Pledge of Secrecy, Data Protection

(1) neoplas GmbH and the Customer undertake to keep confidential all information received from the other party in connection with the handling of the contract. This obligation shall continue to apply after the expiry of the Contract. This information may only be disclosed with the written consent of the Customer. Disclosure of information forwarded by neoplas GmbH to its parent company for the sake of fulfilling the Contract shall remain unaffected by this provision. In such an event neoplas GmbH shall be responsible for obliging its parent company to secrecy towards third parties.

(2) Confidentiality does also include the pledge of secrecy for staff working at neoplas GmbH and at the Customer's.

§ 5 Prices and Payment

(1) Unless neoplas GmbH is to perform the subject of the contract at the Customer's place of business and unless otherwise agreed in writing prices shall apply from receipt of the contractual object at the recipient's excluding packaging, insurance and transport, plus VAT at the amount applicable. Costs of packaging, insurance and transport are invoiced separately.

(2) Payment of the monetary compensation shall be made exclusively to the account stated in the invoice. Deducting an early payment discount shall only be admissible upon a special agreement in writing.

(3) Unless otherwise agreed the monetary compensation shall be payable by the 10th of the following month. Default interest will be demanded at an amount of eight percentage points above the basis interest rate p.a. Claiming a higher damage caused by delay shall remain reserved.

(4) Unless a fixed-price agreement was reached adequate adjustments of the monetary compensation due to changed costs for labour, materials and distribution for deliveries taking place three months after conclusion of the contract or later shall be reserved. In the event of the changes reaching or

exceeding 20 % on the agreed monetary compensation the Customer shall be entitled to withdraw from the Contract.

§ 6 Setting Off and Right of Retention

Customers shall only be entitled to set off if their counterclaims are legally determined or undisputed. The Customer shall only be entitled to use the right of retention inasmuch as the Customer's counterclaim is based on the same contractual relationship.

§ 7 Delivery Time and Passage of Risk

(1) Delivery times shall commence upon the complete technical and commercial clearance and end upon receipt of the goods or services inside the corporate area of the Customer. Furthermore, observing delivery times requires to observe Customer's obligations including but not limited to possible payment duties.

(2) Commencement of the delivery time stated by neoplas GmbH shall require the timely and proper fulfilment of the Customer's obligations including but not limited to clearing all technical issues in good time and fulfilling all Customer's duties to collaborate. If these requirements are not fulfilled in good time, the time limits shall be extended respectively. This shall not apply if neoplas GmbH is responsible for the delay. The defence of non-performance of the Contract shall be reserved.

(3) If the Customer is in default of acceptance or culpably violates other duties to collaborate, neoplas GmbH shall have the right to demand compensation for damages occurred including possible additional expenditures. Further claims shall be reserved. Given the above requirements the risk of accidental loss or accidental impairment of the contractual object shall pass over to the Customer upon the latter's default of acceptance or debtor's delay.

(4) Events of force majeure and other events complicating the service materially or rendering it impossible temporarily including but not limited to the absence of timely and proper self-supply shall entitle neoplas GmbH to defer fulfilment of its service for the period of obstruction and an adequate warm-up time or, in the event of long-lasting obstructions, to withdraw from the Contract. Industrial disputes and similar circumstances are equivalent to force majeure inasmuch as they are unforeseeable, serious and without fault. In this event neoplas GmbH is obliged to inform the Customer about these circumstances immediately after their occurrence and, in the event of withdrawal, to restitute to the Customer all the latter's compensations immediately.

(5) Further legal claims and rights of the Customer due to a delivery default shall remain unaffected.

(6) The risk of accidental loss or accidental impairment will pass to the customer as soon as the goods delivered or the services rendered by neoplas GmbH reach the Customer's corporate area or the contractually agreed performance is being accepted.

§ 8 Customer's Duties to Collaborate

The Customer shall be obliged to make all reasonable efforts to support neoplas GmbH and to create all preconditions in the Customer's corporate sphere required to properly execute the order; in particular the Customer has to provide in good time all documents required or significant for performing the Contract. The Customer shall, on the request of neoplas GmbH, confirm in writing the correctness and completeness of Customer's information, oral statements and documents presented to neoplas GmbH.

§ 9 Retention of Title

(1) neoplas GmbH shall reserve its proprietary rights to the contractual object delivered or to the research and development results delivered until the complete payment of any and all accounts receivable arising from the supply contract. This shall also apply to all future deliveries even if neoplas GmbH may not always explicitly refer to this fact. neoplas GmbH shall be entitled to retract the contractual object if the Customer violates the Contract.

(2) The Customer shall be obliged to handle with care the contractual object including the research and development result delivered for the period the title has not yet passed to the Customer. The Customer shall particularly be obliged to insure it sufficiently and at his own cost against theft, damage by fire and water at reinstatement value. If maintenance or inspection works are necessary, the Customer will be required to carry these out timely at his own expense. As long as the title has not yet passed, the Customer shall have to inform neoplas GmbH immediately in writing if the contractual object delivered is subject to levy of attachment or other interferences of third parties. Inasmuch as the third party is not able to reimburse to neoplas GmbH the judicial and extra-judicial costs of action pursuant to § 771 ZPO (Code of Civil Procedure), the Customer shall be liable for the loss incurred by neoplas GmbH.

(3) The Customer shall be entitled to resell the reserved contractual object in the course of usual business operations. As early as now the purchaser's claims from reselling the reserved contractual object shall be assigned to neoplas GmbH by the Customer to the amount of the agreed final invoice sum including VAT. This assignment shall be valid independent of whether the contractual object was resold without or after being processed. The Customer shall continue to be entitled to collect these claims even after the assignment. The right of neoplas GmbH to collect these claims itself shall

remain unaffected. neoplas GmbH shall not collect the claim as long as the Customer meets his payment duties from revenues incurred, is not in default and is in particular not faced with petitions to commence insolvency proceedings and no cessation of payments exist.

(4) Treatment and processing or reformation of the contractual object by the Customer shall always be in the name and by order for neoplas GmbH. In this event the Customer's expectant right in the reformed contractual object shall continue. If the contractual object is processed together with other items not belonging to neoplas GmbH, neoplas GmbH shall acquire co-ownership of the new object at the ratio of the objective value of its contractual object to the other items processed at the time of their processing. The same shall apply for the event of mixing. If mixing happens in a way that the Customer's item should be regarded the main item, it shall be agreed that the Customer assigns to neoplas GmbH a pro rata coownership and shall keep the sole property or co-property arising from that for neoplas GmbH.

(5) neoplas GmbH undertakes to release the securities it is entitled to on Customer's request inasmuch as their value exceeds the claims to be secured by more than 20 %.

§ 10 Warranties and Notice of Defects, Recourse, Manufacturer's Recourse

(1) The warranty rights of the Customer require that the latter has properly observed his owed duties to examine and give notice of defects according to § 377 HGB (German Civil Code). This shall also be valid for research and development results and contractual objects, which are no bought objects. After the chance of taking the contractual object the Customer shall inspect these immediately and, if defects occur, shall inform neoplas GmbH about them forthwith in writing.

(2) Claims in respect of defects are time-barred 12 months after the ensued supply of the contractual object delivered by neoplas GmbH or handing over of the elaborated research and development results to the Customer of neoplas GmbH. The above provisions shall not apply if the law stipulates longer periods according to § 438 subsection 1 No. 2 BGB, § 479 subsection 1 BGB and § 634a subsection 1 BGB (German Civil Code). The consent of neoplas GmbH shall be obtained before a possible return of the contractual object. Return shall initially be effected at the objector's cost by the transport company preferred by neoplas GmbH. In the event of a justified warranty claim neoplas GmbH shall refund the Customer the costs required for returning.

(3) If despite all applied care the contractual objects delivered or the services rendered show defects that existed as early as at the time of passing the risk, neoplas GmbH at its own choice shall, subject to notice of defects in good time, either repair the contractual objects or services rendered or supply a replacement or carry out the services again. neoplas GmbH shall be given the chance to supplementary performance within a reasonable period of time. Recourse claims shall remain unaffected without restrictions by the above regulation.

(4) If a supplementary performance fails, the Customer may, notwithstanding possible damage claims, rescind the Contract or reduce payment.

(5) Claims in respect of defects shall not exist in the event of merely immaterial derivations from the agreed quality, of merely immaterial impairment of usefulness, of natural wear or tear and in the event of damages arising after the passage of risk as a result of wrong or negligent treatment, excessive use, inappropriate equipment, defective construction works, unsuitable building ground or due to special external influences that are not assumed by the Contract. If the Customer or a third party effect improper repairs or amendments, no claims in respect of defects shall exist for those and the consequences thereof.

(6) Inasmuch as expenditures rise because goods delivered by neoplas GmbH were subsequently taken to a place different from the Customer's branch office, Customer's claims on the grounds of expenditure required for the sake of supplementary performance including but not limited to costs of transport, infrastructure, labour, and material, are excluded unless the transfer corresponds to its intended use.

(7) The Customer's recourse claims against neoplas GmbH shall exist only to the extent that the Customer did not conclude any agreements exceeding the legally stipulated claims in respect of defects with his acceptor. Furthermore subsection 5 shall apply to the scope of the Customer's recourse claims against neoplas GmbH respectively.

(8) In the event of malicious concealment of a defect or in the event of granting a guarantee for the quality of the contractual object at the time of passage of risk in the meaning of § 444 BGB (German Civil Code) Customer's rights shall exclusively follow the legal provisions.

§ 11 Liability

Liability of neoplas GmbH, its legal representatives and aids in the event of violation of Contract shall be limited to cases of wrongful intent and gross negligence. This shall not apply to the violation of the Customer's life, body, and health, to claims due to violating cardinal duties and to compensating damage caused by delay.

§ 12 Publication, Advertisement

(1) After prior coordination with neoplas GmbH the Customer shall be entitled to publish the results of research and development mentioning the author and neoplas GmbH. Coordination shall be done with a view to avoid negative impacts to e.g. doctoral and diploma theses or industrial property rights applications. The Customer may use the results for the purpose of

advertising mentioning neoplas GmbH only with the latter's explicit consent in writing.

(2) Publications by neoplas GmbH regarding the intended use, and for which the Customer claims exclusive rights shall be agreed with the Customer in good time. The Customer shall not refuse his consent to publishing without a serious reason. Unless the Customer objects to a publication presented to him within four weeks after receiving the documents his consent shall be deemed granted. neoplas GmbH shall be entitled to publish basic scientific-technological statements not affecting the Customer's interests even without the Customer's consent.

§ 13 Special Regulations for Contracts for Work

A. Acceptance of work produced in accordance with the contract for work

(1) A contract for services is concluded between the Customer and neoplas GmbH unless the offer explicitly defines a work performance.

(2) For performances according to a contract for work neoplas GmbH shall prove to the Customer the fulfilment of performance parameters according to acceptance criteria set forth in the individual contract and through test data and test scenarios provided by the Customer in an acceptance test at the agreed date or after completing the work.

(3) The Customer shall immediately accept the performances rendered according to a contract for work after successfully carrying-out an acceptance test if agreed or after delivery. Immaterial deviations from the performance parameters and acceptance criteria agreed upon shall not entitle the Customer to refuse acceptance. The duty of neoplas GmbH to remove defects according to the provisions of these Standard Terms and Conditions shall remain unaffected. As soon as components or partial results are productively used by the Customer, they shall be deemed accepted. A protocol to be signed by both parties confirming correspondence with the acceptance criteria shall be produced upon acceptance.

B. Amendments of the scope of performance

(1) Both neoplas GmbH and the Customer may apply to the other party in writing for amendments to the agreed scope of performance. After receiving an amendment application the recipient shall examine whether and under what conditions the amendment may be carried out and shall immediately communicate in writing consent or refusal to the applicant and give reasons if need be. If a Customer's amendment application requires a comprehensive review, this shall be agreed upon separately. The expenses for reviewing may be invoiced by neoplas GmbH.

(2) The necessary contractual adjustments of the terms, conditions and performances agreed required for a review and/or an amendment shall be set forth in writing and are accomplished according to § 2.

C. Termination

(1) Both the Customer and neoplas GmbH shall have the right to terminate a contract for work for a material reason with immediate effect. Unless essential progress has been made after a minimum period of six months from the commencement of the works, a termination with one month notice to the end of a calendar month shall be possible.

(2) neoplas GmbH shall hand over the results achieved so far to the Customer within four weeks after effective termination. The Customer undertakes to refund neoplas GmbH the costs incurred by that date.

§ 14 Copyrights and Rights of Use

(1) Unless otherwise agreed in the offer the results generated by neoplas GmbH in carrying out the research and development services agreed in the offer (results of research and development) shall, except for the results subject to industrial property rights, pass over to the Customer upon delivery and complete settlement of all debts (§ 5 to § 9) subject to the rights of neoplas GmbH according to § 14 subsections 2 to 7.

(2) If the results of research and development are protected by copyrights, neoplas GmbH shall, subject to the provision in § 9 pursuant to § 31 German Copyright Act, grant the Customer the non-exclusive, transferable right with unlimited scope in both place and time to make random use of all types of use in changed or unchanged form (including but not limited to duplicate, have duplicated and process) and to grant third parties the right of use for all types of use.

(3) Inventions shall be the exclusively due to neoplas GmbH if generated during research and development and, unless otherwise provided in the offer, shall be filed for application as industrial property rights on behalf of neoplas GmbH and immediately afterwards be made known to the Customer. The applying party shall bear the costs arising.

(4) If neoplas GmbH does not intend to file for application of an invention as industrial property right according to § 14 subsection 3 or does not wish to continue or maintain a licensed industrial property right, it shall inform the Customer hereof.

(5) neoplas GmbH shall concede to the Customer an option to conclude a contract on the exclusive license to use the industrial property rights according to § 14 subsection 3 for applications in the specific field of the project at prevailing market conditions. Rights of use shall be arranged in a license agreement. The term of the option shall be limited to three months from completing the research works. Prolonging the option shall be subject to a fee. The Customer shall exercise the option to neoplas GmbH by registered letter.

(6) Notwithstanding the above regulations neoplas GmbH and its affected staff remain in all cases with an exclusive right of use to results and rights pursuant to § 14, unlimited in both place and time and assignable to their parent company, for their own scientific purposes including contract research.

(7) neoplas GmbH shall remain the holder of its inventions made before carrying out the research and development services and of the industrial property rights filed for and being granted for these inventions just as of those results generated by neoplas GmbH during the implementation period outside the carrying out of the research and development services agreed in the offer.

§ 15 Specific Regulations Concerning Design and Graphics Services and Computer Animation

A Copyright and Rights of Use

(1) A contract on design, graphics and animation is concluded between the Customer and neoplas GmbH insofar as the offer explicitly defines services in design, graphics or animation (design-meets-science). The drafts, graphics and animations produced by neoplas GmbH are works protected by copyright within the meaning of the copyright law. The provisions of the German Copyright Act (UrhG) shall apply even if the threshold of originality required by § 2 of the German Copyright Act is not reached. In principle, proposals or other contributions made by the Customer shall not constitute a joint copyright.

(2) Rights of use shall remain with neoplas GmbH unless otherwise agreed in the contract and/or in § 16 subsections 3 & 4.

(3) Unless otherwise agreed, rights of use to the rendered works protected by copyright will merely be transferred to an extent limited in territory, time or content. The scope of use shall be defined in writing for each work protected by copyright within the framework of the offer or in the contract. A work protected by copyright is always the final product as e.g. the complete film sequence to be produced.

(4) Each and every right to 3D models and 3D single scenes produced by neoplas GmbH and to all construction data produced or provided by neoplas GmbH in the course of implementing the contract shall remain with neoplas GmbH. The Customer shall be granted a non-exclusive, nontransferable, non-sublicensable right of use to use the 3D models inasmuch as this is required for a contractual use of the work protected by copyright.

(5) The rights of use pursuant to the contract and/or § 16 subsections 3 & 4 shall pass over to the Customer as soon as the Customer will have settled completely all claims arising from the contractual relationship. neoplas GmbH shall be entitled to revoke all rights of use granted for the period of default until the Customer will have settled completely all claims arising from the contractual relationship. The provisions of § 9 shall apply additionally.

(6) With the exception of 3D data neoplas GmbH undertakes not to use or disseminate otherwise the work protected by copyright for as long as the Customer himself does not disclose the work protected by copyright to the public or explicitly renounces its further use. However, neoplas GmbH shall be entitled to show the work protected by copyright to potential customers to demonstrate the job done by neoplas GmbH.

(7) All imitations even of parts of the graphics and animations delivered shall require the explicit consent in writing of neoplas GmbH. All the same do reproductions exceeding the agreed proportion or in media other than the ones originally designated for use.

(8) If graphics and animations are used to a larger extent than originally agreed, neoplas GmbH shall have the right to invoice consideration in money for the use subsequently.

(9) The Customer ensures to be entitled to conclude the Contract and to be the owner of all necessary rights of use. With regard to materials provided by the Customer for executing the Contract the Customer guarantees that neoplas GmbH shall receive all rights required for the use of these materials. The Customer shall indemnify neoplas GmbH against all and any potential third-party claims to or from such rights.

B Acceptance, Samples

(1) Samples for checking must be submitted to neoplas GmbH prior to duplication, production or online publishing of a work.

(2) The Customer shall provide neoplas GmbH with five (5) free specimen copies of all duplicated works. neoplas GmbH shall be entitled to use these for self-promotion and to state the Customer's name as a reference.

C Special Services, Incidental Expenses

(1) Unless otherwise agreed, the agreed service in return shall comprise two proofing phases, except for 3D animations (one proofing phase) after submitting the first draft. Proofing requests by the Customer exceeding the above shall be invoiced according to the effort taken. This shall also apply to graphical corrections, i.e. amendments to be made after a previous layout approval.

(2) Expenses for material, postage, couriers, research etc. shall be shown separately and invoiced through without surcharge.

(3) Charges and expenses for business trips to be made in connection with fulfilling the Contract shall be covered by the Customer.

(4) neoplas GmbH is entitled to order external services necessary for fulfilling the Contract on the Customer's behalf and account. The Customer undertakes to vest neoplas GmbH with the relevant authority.

D Acceptance, Defects and Warranty

(1) On principle, the final version of graphics shall be approved by the Customer in writing, by mail or fax (acceptance). After seven days from submitting the work protected by copyright without a feedback the graphic shall be deemed approved or accepted respectively. By approving or accepting graphics, animations, printed matters, etc. the Customer assumes responsibility for the correctness of texts and images.

(2) neoplas GmbH undertakes to carry out the contractual services with the utmost care. Basis shall be the written briefing by the Customer.

(3) The Customer has to examine the work protected by copyright sent to him for defects immediately upon receipt. Defects shall have to be asserted in writing within ten (10) working days after delivery of the work. Upon expiry of this time limit the work shall be deemed accepted without defects, insofar warranty claims are excluded. Features liable to subjective assessment (e.g. colouring, dramatic composition) do not constitute a defect.

(4) In the event of provable defects the Customer shall be entitled to correction free of charge. Corrections shall be made based on the services agreed in the Contract. If the Customer and neoplas GmbH agree, the consideration in money may be reduced alternatively.

(5) In the event that subsequent improvement work is due to circumstances the Customer is responsible for, including but not limited to wrong data delivered, work caused on these grounds shall be invoiced additionally to the Customer at the relevant prices at that time.

(6) Warranty claims shall be inapplicable if the Customer or third parties carry out repairs, amendments or other interventions on the contractual items. Warranty shall also be excluded for damages and defects due to operating errors or improper handling, extraordinarily long use, insufficient maintenance and repair, applying the items for purposes, or using materials, not designated for by the producer or neoplas GmbH.

E Liability

(1) neoplas GmbH undertakes to execute the Contract with utmost care and to the best of its knowledge and belief, in particular to carefully handle documents, films, displays, layouts, etc. surrendered to neoplas GmbH.

(2) neoplas GmbH shall only be liable for damages occurred through wrongful intent and gross negligence. No liability shall be taken for (subsequent) damages caused directly or indirectly by errors in materials delivered. This shall apply to both Customers and third parties. Liability for damages exceeding the material value shall be excluded.

(3) neoplas GmbH undertakes to select and instruct its agents with the utmost care. Beyond that neoplas GmbH shall not be liable for its agents. If neoplas GmbH orders external services, the relevant contractors shall not be agents of neoplas GmbH. neoplas GmbH shall only be liable for its own faults and only in the event of wrongful intent and gross negligence. neoplas GmbH shall only be liable for ordinary negligence if a duty is breached, which to observe is of particular importance for reaching the purpose of the Contract (cardinal duty).

(4) By approving or accepting drafts, final versions and final artwork by the Customer the latter assumes responsibility for the correctness of texts, images, video and/or audio. No liability at all of neoplas GmbH shall be applicable to graphics, animations, concepts and other works like texts, final versions or final artwork approved or accepted by the Customer.

(5) Neither shall violations of the right of personality that may occur be included in the liability. neoplas GmbH assumes that the contractual services rendered will not be used to such an end. neoplas GmbH shall only be liable for the admissibility and registrability of the works under competition or commodity laws if a corresponding verification was part of the contract.

(6) Liability for loss of data by neoplas GmbH must explicitly be agreed under the data backup section of a contract. Without an agreement any kind of liability for loss of data shall be deemed excluded. Provided that data backup by neoplas GmbH is agreed, liability for the loss of data will be limited to the standard recovery cost thereof that would have incurred through backup copies made regularly and according to the risk involved. neoplas GmbH shall not be liable for recovering data if their loss was caused by viruses, Trojan horses, etc. that got in contact with the software via hubs of telecommunication providers by using programs and files not verified by neoplas GmbH.

(7) neoplas GmbH shall not be liable for interruptions and breakdowns of services caused by force majeure or other unavoidable circumstances beyond the control of neoplas GmbH as e.g. interruptions of telecommunication or lines on the Internet. neoplas GmbH does not accept liability for the contents of linked pages to be found on Internet pages produced by neoplas GmbH. In the event that the Customer is able to amend the website contents himself, neoplas GmbH shall not accept liability for the amended contents either.

(8) The above regulations shall also be valid in favour of the neoplas GmbH staff.

§ 16 Miscellaneous

(1) The offer, these Standard Terms and Conditions and the entire legal relationship between neoplas GmbH and the Customer shall be subject to the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Place of performance and exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of neoplas GmbH unless otherwise agreed.

(3) Modifications and amendments of the offer and these Standard Terms and Conditions shall require the written form. This shall hold true for modifications of this written-form clause likewise. Verbal collateral agreements were not made.

(4) In the event that single provisions of these Standard Terms and Conditions should be or become ineffective or contain a gap, this shall not affect the remaining provisions. neoplas GmbH and the Customer undertake to replace the ineffective provision by such a legally permissible provision that comes as close as possible from the economic point of view to the one intended by the ineffective provision or fills this gap.

Greifswald, 01 November 2019

neoplas GmbH, Greifswald, Commercial Register No.: HRB 6248,

Registration Court: Amtsgericht Stralsund,

CEO: Ulrike Sailer