













4. In the event that the Customer ceases to use the product or the services due to an (alleged) infringement of third party's Proprietary Rights in order to reduce damages or for any other substantial reason, the Customer shall be obliged to advise the third party asserting the infringement of the Proprietary Rights that the ceasing of the use shall not be deemed as acknowledgment of the infringement of Proprietary Rights.
5. Any Customer's claims with respect to an infringement of third parties Proprietary Rights shall be excluded insofar as the Customer himself is liable for such infringement of Proprietary Rights.  
Furthermore, any Customer's claims shall be excluded in the case that the infringement of Proprietary Rights of a third party was caused by a specific instruction by the Customer or by any use which was unforeseeable for the Supplier, or due to a modification effected or joint use with other products or services not performed by the Supplier, by the Customer.  
With respect to any remaining claims regarding the infringement of Proprietary Rights of third parties the stipulations as per Sec. XIII shall apply.
6. Any and all claims with respect to the infringement of Proprietary Rights of third parties shall be subject to as limitation period of twelve months, such period starting with the transfer of the risk of the respective accomplished delivery or service. Such limitation period, however, shall not apply with respect to any claims on damages due to a liability of the Supplier by compulsory law either without fault, or in case of intention or gross negligence, or in case of death or bodily injury or damage to health due to at least negligence; in such cases, the limitation periods pursuant to the legal provisions shall apply.
7. Any and all further claims or other claims not stipulated in this Sec. XIV 1. to 6 with respect to the infringement of Proprietary Rights of third parties shall be excluded, unless otherwise determined by compulsory law.

## **XV. Secrecy / limited use**

1. The Customer shall be obliged to keep all depictions, plans, drawings, sketches, calculations and other technical documentations as well as know-how and other technical information of the Supplier strictly confidential and in particular not to disclose or otherwise make available to any third party, and only to make use of it within and for the duration of the respective contract. The obligation to secrecy and limited respective after termination or ceasing of the contract interdicted use shall continue to last and shall only cease if and insofar the technical knowledge embodied in these depictions, plans, drawings, sketches, calculations and other technical documentations as well as know-how has become generally known.
2. The existence of the business and contractual relations with the Supplier as well as all contractual terms and conditions as well as all related commercial and technical details and also all provided deliveries and services and their details shall be deemed business secrets of the Supplier. The Customer shall not be entitled to disclose them or make them otherwise available to third parties without prior written approval by the Supplier.

## **XVI. Governing law / place of jurisdiction**

1. Place of jurisdiction shall be Berlin-Charlottenburg (Germany). However, the Supplier at his option shall also be entitled to institute legal proceedings to any other competent court.
2. The law of Germany shall apply.

## **XVII. Miscellaneous**

1. Place of performance shall be the place of business of the Supplier.
2. For the sake of good order the Supplier herewith points out that he is bound with respect to the export of goods and services to the domestic and international statutory laws and regulations. Thus all deliveries and services to be rendered by Supplier are therefore subject to the condition that the relevant permits and licenses have been granted and also all other export requirements have been met.

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