

# General Terms and Conditions

## 1. Validity, Formal Requirements

(1) These General Terms and Conditions ("GTCs") apply to all contracts concluded by and between ourselves

**MURTFELDT GmbH & Co. KG**, Heßlingsweg 14-16, 44309 Dortmund, Germany, Local Court – Registration Court – Dortmund, HRA 74077, VAT ID no.: DE 272 780 793, tel.: +49 (0)237 20609-0, fax: +49 (0)231 251027, email: info(at)murtfeldt.de

and you as our customer ("**Customer**", "**Buyer**" or "**User**").

(2) These General Terms and Conditions apply exclusively. We do not recognize any conflicting or deviating terms and conditions unless we have expressly agreed to the validity of the same in writing. These General Terms and Conditions shall also apply when we fulfill deliveries to the Buyer without reservation in the knowledge of the Buyer's conflicting or deviating terms and conditions.

(3) Unless agreed otherwise, the version of the General Terms and Conditions valid at the time the Buyer placed their order or, in any case, the version most recently communicated to the Buyer in text form shall also serve as a framework agreement for similar future contracts without requiring us to reference these General Terms and Conditions again in each individual case.

(4) These General Terms and Conditions apply to both entrepreneurs and consumers. "Entrepreneur" means any natural person, legal entity, or partnership with legal capacity acting in the exercise of their commercial or independent professional activities when concluding the contract. "Consumer" means any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor part of their independent professional activities.

(5) The Customer must make legally relevant declarations and notifications with respect to the contract (e.g. setting deadlines, notifying us of defects, withdrawal, etc.) in text form (as per Section 126b of the German Civil Code (BGB)) as a bare minimum. Statutory formal requirements and additional evidence requirements, particularly in cases of doubt concerning the legitimacy of the declarant, remain unaffected.

## 2. Offer and Conclusion of the Contract

(1) Our offers are subject to change and are non-binding. We consider the Customer's order of goods to be a binding offer to conclude a contract. Unless stated otherwise in the order, we may accept this offer to conclude a contract within two weeks of receiving the same (order confirmation).

## General Terms and Conditions

(2) Product presentations and advertising in our online shop do not constitute offers to conclude a purchase contract. The Customer can select products from our range and collect them by clicking on the "Add to Cart" button. By submitting an order through the online shop by clicking on the "Place Order" button, the Customer places a legally binding order that they remain bound to for a period of two (2) weeks.

The Customer can change and review their data before submitting the order. However, the Customer can only place and transmit orders if they accept these General Terms and Conditions as part of the contract by clicking on the "Accept Terms and Conditions" button. We will then email the Customer automatic confirmation of receipt, listing the order. This automatic confirmation of receipt merely documents the fact that we received the order and does not constitute acceptance of an offer. The contract is only concluded when we issue a declaration of acceptance, which is sent in a separate email (order confirmation). We store the contract text (consisting of the order, the terms and conditions, and the order confirmation) in compliance with applicable data protection regulations and shall make the same available to the Customer on request.

### 3. 3D Printing – Online Platform

(1) We also provide an online platform that allows users to have their 3D designs created by means of 3D printing ("online service"). We carry out production in accordance with DIN 16742 TG6 NW.

(2) The online service allows users to upload their own 3D models and order them for a fee. The User can choose between materials and various post-processing steps. We do not make the content uploaded for this purpose publicly available.

(3) Using the online service requires the Customer to have unrestricted legal capacity. By registering, the Customer confirms that they are at least 18 years old and have unlimited legal capacity. No-one is entitled to registration and participation with us.

(4) The User can use our online service without any need for registration. However, payment by invoice requires registration and the creation of a user account (among other conditions). The User registers by selecting a username ("login name") and a password (collectively referred to as "login credentials" in these GTCs). Following registration, the User receives an email containing a link to confirm activation and verify their email address.

Registration only becomes complete following activation of the link. We process the collected data electronically. The User must provide the registration data – particularly their postal address and email address – both truthfully and completely. The User commits to keeping their

## General Terms and Conditions

data current and making respective updates to the online service immediately and without being prompted to do so. The User must keep their login credentials secret. Disclosure of login credentials and third parties' use of the same is prohibited. We accept no liability for damages resulting from unauthorized use of login credentials.

(5) The online service uses cookies. If the User's browser settings do not allow cookies, registration with or use of the online service may be impossible or significantly restricted.

(6) To use the online service, the User needs certain technical system requirements and suitable online access that technically enables access to the online service. Use of the online service requires suitable computer hardware and software provided by the User. The User shall bear any connection costs incurred.

(7) When using the online service, we accept orders by sending a confirmation of receipt subject to the condition precedent of technical feasibility of the ordered 3D print. The ordering process for a 3D print job follows the sequence outlined below:

- After uploading the design and completing configuration with all the parameters, we display the price for the 3D print order to the Customer in the online service interface. For orders, the Customer must make advance payment to us, and the displayed price becomes due immediately on triggering the order, as described in detail below and at [www.murtfeldt-as.de](http://www.murtfeldt-as.de).
- The Customer can then click on the "Add to Cart" button. The online service's "Shopping Cart" page summarizes all of the order items, the individual prices and total amounts, plus the applicable shipping costs.
- The Customer can continue the ordering process by clicking on the "Checkout" button. This leads a view of the personal data we have stored for the Customer, including the delivery and billing addresses and electronic payment processing data. The Customer can correct or supplement this data here and must confirm it by clicking on the "Continue" button.
- An "Order Overview" screen then appears, providing the Customer with a complete overview of all of the order items (including the delivery time).
- When we receive the order, the Customer automatically receives an email notification on their provided email address. This notification constitutes acceptance of the Customer's offer, subject to the condition precedent of our technical ability to produce a 3D print of the desired design.
- We fulfil this condition if we do not notify the Customer by email within 14 days of payment of the purchase price that we cannot produce the ordered 3D print for technical reasons. If production of the desired design is not technically possible for us and/or our cooperation partners, we will refund the purchase price to the Customer without delay.

## General Terms and Conditions

(8) The User can terminate their user account with us at any time.

(9) We may block a User's access to the online service without prior notice and/or delete a user account, thus terminating membership, if the User violates these General Terms and Conditions.

(10) On termination of membership, we may delete all or part of the content that the User posted at our own discretion. We delete all stored user data on membership termination. Please refer to our data protection information with respect to the use of personal data.

(11) We strive to make the online service available 24 hours a day, seven days a week. However, no-one is entitled to constant availability of the online service.

(12) We reserve the right to change the content offered through the online service at any time and to remove individual content – either in whole or in part – from the range of products and services we offer without prior notice.

### 4. Manufacturing and prices

(1) The products covered by the contract will be manufactured by us or by a third party commissioned by us.

(2) Our prices in offers and order confirmations are net prices in EUR ex works (Incoterms 2020) excluding packaging, which we invoice separately. The same applies to statutory sales tax, if applicable.

(3) For online orders, we show the prices for our services on the overview page before order completion. We list any shipping costs incurred in the order and show them separately on the invoice.

(4) If duties or fees affecting the movement of goods (such as customs duties, freight charges, or taxes) increase following conclusion of the contract, we may adjust our prices accordingly if this was not foreseeable at the time the contract was concluded. The same shall apply to unforeseeable wage increases and supplier price changes that only take effect following conclusion of the contract and that were previously unknown to us.

### 5. Payment Terms, Payment Default, Offsetting, Retention

(1) Payment is generally due in advance. We provide the Customer with our bank details in the order confirmation for this purpose. The Customer must transfer the invoice amount to our account within 10 days of receiving the order confirmation. We will not begin processing the order until payment has been received in full.

(2) In consultation, especially with existing customers, we shall grant the option of payment by invoice. Our invoices are due within 30 days net, without any deductions, from the invoice date.

## General Terms and Conditions

(3) When using our online shop, the Customer can choose to pay by credit card, PayPal, direct debit, or other payment options offered during the ordering process. In exceptional cases, we shall grant the option of payment by invoice.

(4) Our invoices are due within 30 days net, without any deductions, from the invoice date. If the Customer pays by credit card, we shall reserve the purchase price on the credit card at the time of order placement. We actually debit the Customer's credit card account when we ship the goods to the Customer. If the Customer pays by direct debit, they shall bear any costs incurred from chargebacks of payment transactions due to insufficient funds or due to incorrectly transmitted bank account details. In case of prepayment, we provide the Customer with our bank details in the order confirmation. The Customer must transfer the invoice amount to our account within 10 days of receiving the order confirmation. In case of prepayment by bank transfer, we will not begin processing the order until we have received payment in full.

When paying via PayPal, the payment service provider PayPal (Europe) S.à.r.l. et Cie, S.C.A. [partnership limited by shares], 22–24 Boulevard Royal, L-2449 Luxembourg ("PayPal") handles payment processing in accordance with PayPal's Terms of Use (available at <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>) or – if the Customer does not have a PayPal account – in accordance with the terms and conditions for payments without a PayPal account (available at [https://www.paypal.com/il/legalhub/paypal/guest-tnc?locale.x=en\\_IL](https://www.paypal.com/il/legalhub/paypal/guest-tnc?locale.x=en_IL)). The Customer can log into their PayPal account with their PayPal email address and PayPal password to initiate payment. Alternatively, the Customer can pay via PayPal with a credit card or bank transfer without any need to register with PayPal.

(5) No discounts will be granted unless agreed otherwise.

(6) We may, at any time, and even in the context of an ongoing business relationship, make deliveries wholly or partly contingent on advance payment. We shall declare such reservations with the order confirmation at the latest. The Customer shall immediately enter into default on expiration of our reasonable payment period specified therein.

(7) If the Customer defaults on payment, we may charge default interest at a rate of 9 percentage points above the respective base rate. On presentation of appropriate evidence, we may claim further damages for default.

(8) In case of payment default or justified doubts about the Customer's solvency or creditworthiness, we may, without prejudice to our other rights, demand securities or advance payments for outstanding services and declare all claims arising from the business relationship immediately due and payable. If the Customer refuses to provide security or fails to make advance payment even after we send them a reminder, we may, at our discretion, withdraw from the contract and/or claim damages for non-performance.

## General Terms and Conditions

(9) The Customer may exercise set-off or retention rights only to the extent that their claim has been legally established or we have recognized it. However, the Buyer's counterclaims remain unaffected in case of delivery defects.

(10) The Buyer may exercise their right of retention only to the extent that their counterclaim is based on the same contractual relationship.

### **6. (Partial) Delivery, Packaging, Availability of Goods, Delivery Times and Obstacles, Delivery Delay, Acceptance Delay**

(1) Delivery shall take place ex works. Unless agreed otherwise, we shall determine the type of packaging.

(2) If the customer is a business, they are responsible for ensuring that the packaging is disposed of or recycled in accordance with the relevant regulations. Alternatively, they can return it to us at their own expense.

(3) If the product that the Customer selected is unavailable when the Customer places the order, we shall inform the Customer to this effect immediately in the order confirmation.

(4) If the product that the Customer specified in the order is only temporarily unavailable, we shall also inform the Customer to this effect immediately in the order confirmation.

(5) We specify the (approximate) delivery time in the order confirmation. It only becomes binding if we expressly promise or agree to a specific deadline or fixed date.

(6) If design documents, models, samples, approvals, or other provisions necessary for executing the order must be provided by the Customer ("provisions"), the delivery time shall only commence when the Customer makes the provisions available.

(7) If we cannot meet binding delivery dates for reasons beyond our control (non-availability of service), we shall inform the Customer to this effect immediately and, at the same time, notify them of the expected new delivery date. If the service remains unavailable within the new delivery date, we may withdraw from the contract either in whole or in part and shall immediately reimburse any consideration that the Customer has already paid. In this context, non-availability of service includes, in particular, late delivery by our supplier when we have concluded a matching covering transaction, when neither we nor our supplier are at fault, or when we are not obligated to procure goods in individual cases.

(8) In case of disruptions to business operations that we are not responsible for, particularly strikes/work stoppages and lockouts, as well as cases of force majeure based on unforeseeable and/or non-culpable events leading to serious operational disruptions (this also applies to our upstream suppliers), we shall extend the delivery periods according to the duration of such obstacles. If these exceed a period of six weeks, both Parties may withdraw from the contract with regard to the affected scope of services. No other claims shall then exist on either side.

(9) We may make partial deliveries, provided that they are reasonable for the Customer.

(10) The Customer may not refuse to accept our deliveries due to minor defects.

(11) If the Customer defaults on acceptance, fails to cooperate, or delays our delivery for other reasons that the Customer is responsible for, we may demand compensation for the resulting damages, including additional expenses (such as storage costs). For this, we shall charge flat-rate compensation of 0.5% of the net order value per calendar day, up to a maximum of 10% of the net order value, beginning with the delivery period or, in the absence of a delivery period, with notification that the goods are ready for shipment. Proof of higher damages and our statutory claims/rights (particularly compensation for additional expenses, reasonable compensation, termination) remain unaffected. However, we shall offset the flat rate against further monetary claims. The Customer is free to prove that we have incurred no damage at all or less damage than the above flat rate.

## General Terms and Conditions

### 7. Scope of Delivery, Advice/Information, Customer Provisions

(1) Our written order confirmation determines the scope of delivery. We reserve the right to over- or under-deliver up to 70% of the ordered quantity.

(2) We reserve the right to make changes to the product's design and form, provided that they do not affect the product quality bindingly agreed with the Customer and that they are reasonable for the Customer. We reserve the right to make changes insofar as the product quality has been bindingly agreed with the Customer, they are made based on mandatory legal regulations, and they are reasonable for the Customer. If they deem the changes unreasonable, the Customer has the right to withdraw from the contract. The Customer's right to assert further claims is then excluded.

(3) Where we provide technical information or advice that is not expressly included in the contractually agreed scope of services, we shall do so free of charge and exclude any liability, except in cases of intent.

(4) The Customer must make materials that they provide for product manufacture available to us in a timely manner and free of charge in the required quality and quantity (taking into account sufficient tolerances for rejects and waste that may arise during manufacturing).

(5) If the Customer does not take back residual quantities of materials that they provided within a reasonable period following our request that they do so, we may, at our discretion, sell the residual quantities or store or dispose of them at the Customer's expense.

# General Terms and Conditions

## 8. Cancellation Policy for Consumers

### (1) Right of Withdrawal

If you are a consumer, you have the right to withdraw from this contract within fourteen (14) days without any need to state a reason for doing so.

The withdrawal period is fourteen (14) days from the day on which you or a third party named by you, who is not the carrier, took possession of the last goods.

To exercise your right of withdrawal, you must inform us (MURTFELDT GmbH & Co. KG, Heßlingsweg 14–16, 44309 Dortmund, Germany) of your decision to withdraw from this contract by making a clear statement to this effect (e.g. a letter sent by post, fax, or email). You can use the sample withdrawal form below, but doing so is not mandatory.

To meet the withdrawal deadline, you need only send notification that you are exercising your right of withdrawal before the withdrawal period expires.

### (2) Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse you for all payments that we received from you, including delivery costs (except additional costs resulting from your choice of a delivery type other than the cheapest standard delivery we offer), immediately and no later than fourteen (14) days from the day on which we receive notification of your withdrawal from this contract. We will use the same payment method for this refund that you used for the original transaction, unless we expressly agree otherwise. We will not charge you for this refund in any case.

We may refuse to refund you until we receive the goods back or until you provide proof that you have returned the goods, whichever occurs earlier.

You must return or hand over the goods to us immediately and, in any case, no later than fourteen (14) days from the date on which you notify us that you are canceling this contract. The deadline shall be deemed met if you send the goods before the fourteen (14) day period expires.

You shall bear the direct costs of returning the goods.

You shall only be liable for any loss in the goods' value if this loss in value results from handling the goods in a manner beyond what is necessary for testing their condition, properties, and functionality.

## General Terms and Conditions

### (3) Exclusion of Right of Withdrawal

No right of withdrawal exists for distance contracts for the delivery of goods that are not prefabricated and for whose manufacture an individual selection or determination by the consumer is decisive or which are clearly tailored to the consumer's personal needs.

### (4) Sample Withdrawal Form

*(If you wish to withdraw from the contract, please fill out and return this form.)*

*- To [Insert the entrepreneur's name, address, and, if applicable, fax number and email address]:*

*- I/We (\*) hereby withdraw from the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service(\*)*

*- Ordered on (\*)/Received on (\*)*

*- Name of the consumer(s)*

*- Address of the consumer(s)*

*- Signature of the consumer(s) (for paper notifications only)*

*- Date*

*(\*) Delete as appropriate*

## 9. Retention of Title

For Consumers:

(1) The goods remain our property until the Customer pays the remuneration/purchase price in full.

For Entrepreneurs:

(2) Items from our deliveries (reserved goods) remain our property until the Customer fulfills all claims against them arising from the business relationship. If the value of all security interests that we are entitled to exceeds the amount of all secured claims by more than 10%, we shall release a corresponding part of the security interests at the Customer's request. We may choose between different security interests when releasing them.

## General Terms and Conditions

(3) During the retention of title period, the Customer may not pledge or transfer ownership by way of security. Resale is only permitted in the ordinary course of business, and only on the condition that the Customer (reseller) receives payment from their customer or makes the reservation that ownership will pass to the customer only when the latter has fulfilled their payment obligations.

(4) If the Customer resells goods subject to retention of title, they shall hereby assign to us by way of security their future claims against their customers arising from the resale, including all ancillary rights, such as any balance claims, without any need for further specific declarations. If the Customer resells goods subject to retention of title together with other items without agreeing on an individual price for the goods subject to retention of title, the Customer shall assign to us that part of the total price claim corresponding to the price we invoiced for the goods subject to retention of title.

(5)(a) The Customer may process goods subject to retention of title or mix or combine them with other items. They may perform processing on our behalf. The Customer shall store the new item created in this way for us with the care of a prudent businessperson. We shall consider the new item to be goods subject to retention of title.

(5)(b) We and the Customer hereby agree that, in case of combination with other items that do not belong to us, we shall, in any case, be entitled to co-ownership of the new item in the amount of the share resulting from the ratio of the value of the combined or mixed reserved goods to the value of the remaining goods at the time of combination or mixing. We shall consider the new item to be reserved goods in this respect.

(5)(c) The provision regarding the assignment of claims according to paragraph (3) above shall also apply to the new item. However, the assignment shall apply only up to the amount corresponding to the value of the processed, combined, or mixed goods subject to retention of title that the Customer invoiced.

(5)(d) If the Customer combines goods subject to retention of title with real estate or movable property, they shall also assign to us by way of security their claim that they are entitled to as remuneration for the combination, with all ancillary rights, in the amount of the ratio of the value of the combined goods subject to retention of title to the other combined goods at the time of combination, without any need for further specific declarations.

## General Terms and Conditions

(6) The Customer is authorized to collect assigned claims from the resale until we revoke this authorization. If due cause exists, particularly payment default, suspension of payments, institution of insolvency proceedings, bill protest, or justified indications of over-indebtedness or imminent insolvency on the Customer's part, we may revoke the Customer's collection authorization. Additionally, after prior warning and subject to reasonable notice, we may disclose the assignment for security purposes, realize the assigned claims, and demand that the Customer disclose the assignment for security purposes to their customers.

(7) If third parties seize, confiscate, or otherwise dispose of or intervene in the goods, the Customer must notify us to this effect immediately. If the Customer substantiates a legitimate interest, they must immediately provide us with the information necessary to assert our rights against their customer(s) and hand over the necessary documents.

(8) If the Customer breaches their duties, particularly by defaulting on payment, we may, following the unsuccessful expiry of a reasonable performance period that we set for the Customer, not only to take back the goods, but also to withdraw from the contract. The statutory provisions concerning the dispensability of setting deadlines shall remain unaffected. The Customer is obligated to surrender the goods. Our taking back or asserting retention of title or seizing goods subject to retention of title does not constitute withdrawal from the contract, unless we expressly declare such withdrawal.

(9) For deliveries abroad: We may register retention of title on delivered goods in the retention of title register at the Customer's place of business until the Customer fulfills all our claims in full. The Customer is obligated to cooperate in the registration process and must inform us immediately if they or the goods change their place of business or location.

### 10. Warranty, Liability, Limitation Period

#### 10.1 Material Defects and Defects of Title

(1) If the Customer is a consumer, the statutory warranty provisions shall apply.

(2) For entrepreneurs, the statutory provisions shall apply unless specified otherwise in these General Terms and Conditions or below. This shall not affect Section 445a of the German Civil Code (BGB).

(3) If we deliver a defective item, we may first choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory requirements remains unaffected.

## General Terms and Conditions

(4) The Customer may retain a portion of the purchase price that is reasonable in relation to the defect.

(5) The Customer must give us the time and opportunity necessary for the subsequent performance that we owe, particularly to hand over the rejected goods for inspection purposes. In case of replacement delivery, the Customer must return the defective item to us in accordance with the statutory provisions. On request, we shall reimburse the Customer for the expenses demonstrably necessary and reasonable for subsequent performance, particularly transport, travel, labor, and material costs. If these are likely to exceed the expenses normally required for removing the defective item and installing or attaching the repaired or delivered defect-free item and shipping the defective item, the Customer must notify us to this effect together with the notice of defects.

(6) Claims that the Customer asserts for damages or reimbursement of futile expenses shall also exist for defects only in accordance with Section (10.4). Otherwise, they are excluded.

### 10.2 Exclusion of Warranty

(1) If the Customer is an entrepreneur, they shall lose any warranty claims if they fail to comply with their statutory obligations to inspect and give notice of defects. They must report obvious defects immediately, no later than one (1) week after receiving the goods. The Customer must report hidden defects immediately after discovering them.

(2) We accept no liability for public statements made by third parties (such as advertising statements).

(3) The warranty shall not apply to unsuitable and improper use, storage or installation, failure to observe the data sheets and product application information, faulty assembly, programming errors, improper commissioning/maintenance of the delivery item by the Customer or third parties, natural wear and tear, excessive strain or use, use of unsuitable operating materials or replacement tools, cases of force majeure (e.g. lightning strikes), special external influences not assumed under the contract, or other influences/events that we are not responsible for.

(4) The warranty shall also lapse if and to the extent that the Customer modifies the product after delivery or has it modified by third parties, thereby making it impossible or unreasonably difficult to remedy defects. In any case, however, the Customer shall bear the additional costs of remedying the defect incurred due to the modification.

## General Terms and Conditions

(5) We do not guarantee the design or suitability of the product the Customer orders for a specific purpose. The Customer is solely responsible for the design and the risk of use. We strongly recommend that the Customer carefully studies the data sheets and product handling information and contacts us if they have any questions.

**(6) We also expressly point out that:**

- By delivering our 3D prints, we do not guarantee specific functions, uses, or purposes. The same applies to correct material selection and manufacturability. The Customer must ensure that their uploaded design complies with our design guidelines (<https://www.murtfeldt.de/en-GB/Additive-Manufacturing/Design-Tips/>) (such as detailing, resolution, cleaning, wall thicknesses, physical process limits).
- For orders placed through the online service (3D printing), we cannot always guarantee the same component properties (such as alignment, surface, tolerances) as for previous orders/deliveries (due to using different equipment). If the Customer requires uniformity in component properties, they should contact us by email or telephone.

(7) We are not obligated to check the information, data, and details that the Customer provides for the ordered product to ensure completeness or correctness. The same applies with regard to the suitability of the materials the Customer selected for their application. We are also not obligated to examine materials that the Customer provided for any defects. Likewise, we do not guarantee that the Customer's ordered product meets certain regulatory requirements or is marketable. The Customer is solely responsible for this.

### 10.3 Industrial Property Rights

(1) Unless agreed otherwise, we must deliver the goods free of third-party rights, particularly intellectual property rights such as copyrights, patents, utility model rights, or design rights, as well as other industrial property rights ("property rights") only in the country of the delivery location. If third parties assert justified claims against the Customer due to infringement of property rights by deliveries we made and used according to the contract, we shall be liable vis-à-vis the Customer as follows:

(a) At our discretion and at our expense, we will either obtain a right of use for the products in question, modify them so that property rights are not infringed, or replace them. If this is not possible for us under reasonable conditions, the Customer shall be entitled to the statutory rights of withdrawal or reduction.

(b) Section (10.4) governs our obligation to pay damages.

## General Terms and Conditions

(c) Our aforementioned obligations shall apply only if the Customer immediately notifies us in writing of the claims asserted by the third party, does not acknowledge any infringement, and reserves all defense measures and settlement negotiations for us. If the Customer ceases using the delivery for damage mitigation or other important reasons, they must inform the third party that ceasing use does not constitute acknowledgement of property right infringement.

(2) We exclude claims asserted by the Customer insofar as they are responsible for the property right infringement.

(3) We also exclude the Customer's claims if the property right infringement is the result of specifications provided by the Customer, by applications that we could not have foreseen, or to the extent that the Customer modifies deliveries or uses them in conjunction with products that we did not supply.

### 10.4 Liability/Damages

(1) In all cases of contractual and non-contractual liability, we shall be liable for damages or reimbursement of futile expenses according to the statutory provisions in cases of intent and gross negligence.

(2) In other cases, we shall be liable – subject to Section (10.4) (3) – only for breach of material contractual obligations ("cardinal obligations"). A contractual obligation is deemed material if its fulfilment is essential for proper execution of the contract and if the Customer can regularly rely and has relied on fulfilment of the same. In this case, however, we limit our liability to compensation for damage typical of the contract and foreseeable when concluding the contract.

(3) The above limitations of liability do not apply to injury to life and limb or harm to health, to defects after assuming a guarantee, to the item quality, and to fraudulently concealed defects. Liability under the German Product Liability Act also remains unaffected.

(4) Insofar as we exclude or limit our liability, this also applies to the personal liability of our employees, representatives, and vicarious agents.

# General Terms and Conditions

## 10.5 Limitation Period

(1) The statutory limitation provisions apply to consumers.

(2) The following applies to entrepreneurs:

(a) The general limitation period for claims arising from material defects and defects of title is one (1) year from the start of the statutory limitation period. This does not affect Section 445b of the German Civil Code (BGB).

(b) The limitation period also applies to contractual and non-contractual claims for damages asserted by the Customer based on defects in the goods.

(c) The limitation period for other claims for damages is one (1) year from the end of the year in which the claim arose and the Customer became aware of the circumstances giving rise to the claim and the debtor's identity, or should have become so without gross negligence. This does not apply in the cases specified in Section (10.3) (1) and (3). In these cases, the statutory provisions shall apply.

## 11. Third-Party Claims, Indemnification

If third parties assert claims against us due to the Customer's use of the product for infringing property rights that are not attributable to us, the Customer must indemnify us against all resulting claims, damage claims, and other costs and expenses, and support us in defending against such claims to the best of their ability.

## 12. Customer Assurances

(1) The Customer confirms and warrants that they do not intend the products they order (or use of the same) for prohibited purposes. The Customer particularly confirms and warrants that the data they transmit (particularly 3D CAD models) will not result in products that fall under weapons legislation or are suitable for use as weapons or as parts for weapons manufacturing. The Customer is prohibited from having us manufacture components that violate third-party rights, in particular copyrights, trademarks, utility model rights, or patent rights, other legal or official regulations (e.g. Section 23 of the German Act on the Protection of Trade Secrets (GeschGehG) (Breach of Trade Secrets), Section 204 of the German Criminal Code (StGB) (Exploitation of Another's Secrets), or otherwise violate public decency). This particularly applies to components

## General Terms and Conditions

that violate Section 130 of the German Criminal Code (Incitement of Masses) or Section 86a of the German Criminal Code (Use of Symbols of Unconstitutional and Terrorist Organizations), or that are weapon replicas or could be considered as such. We expressly distance ourselves from such behavior.

(2) If the Customer violates their obligations under Section (12) (1) above, we may temporarily or permanently suspend manufacturing and delivery of the component either in whole or in part and/or withdraw from the contract. In this case, we are not required to examine the extent to which the alleged infringement is justified. Rather, reasonable suspicion (e.g. reliable information from third parties) is sufficient. Only when we definitively establish that the Customer has committed no infringement will we continue processing the order, and the Customer shall not be entitled to assert any claims for damages against us.

(3) We shall inform the Customer immediately of any suspension of our work pursuant to Section (12) (2) and give them the opportunity to comment.

(4) The Customer shall indemnify us against all claims that third parties assert against us due to the Customer breaching their obligations under Section (12) (1).

### 13. Design Services

(1) We expressly reserve the right to invoice design services that we provide specifically for the Customer as part of a quotation separately at the local standard rate. This particularly applies if the Customer does not place a binding order after we provide these services.

(2) We consider design services provided without resulting in a subsequent order from the Customer to be exclusively non-binding proposals that are subject to change. We expressly exclude any liability for such design services – except in cases of intent. If the Customer continues to use the non-binding design services, they do so at their own risk.

### 14. Rights of Use

(1) We reserve all rights, particularly ownership and copyright, to all documents, sketches, production descriptions, drawings, illustrations, images, specifications, plans, calculations, cost estimates, samples, etc., that we provide to the Customer, including those in electronic form. The Customer may use them only within the scope of the contractually intended purpose. The Customer must treat them as strictly confidential. The Customer may not be transmit or otherwise make them accessible to third parties without our prior written consent.

## General Terms and Conditions

(2) We retain all rights, particularly ownership, to the software, tools, molds, technologies, manufacturing techniques, processes, and other working methods, as well as the know-how required for manufacturing the contractual product. This also applies to tools, molds, technologies, etc., that we develop or adapt to fulfill a customer order. The Customer does not acquire any rights to these tools, molds, technologies, etc., even if they bear the costs for their manufacture. However, we will not use tools, molds, technologies, etc., that we specially developed or adapted for a specific order placed by the Customer to fulfill orders for other customers without the Customer's prior consent.

(3) The Customer retains all rights to the 3D CAD model and any materials they provide. We will use these for the purpose of manufacturing the product covered by the contract, either ourselves or via a third party commissioned by us.

(4) The Customer grants us permission to provide raw data (such as technical drawings or CAD design data) to external service providers in anonymized form for analysis purposes, specifically with regard to selected properties (such as geometry data, materials, master data, tolerances, time/cost drivers) to optimize our services in both technical and commercial terms.

### 15. Confidentiality

The Customer must keep our business and technical information confidential from third parties as long as and to the extent that it is not demonstrably public knowledge or we have designated it for disclosure by the Customer. Within the Customer's organization, such information may be made available only to those individuals who absolutely need to use it and who are also bound by confidentiality obligations.

### 16. Reservation of Performance

Fulfillment of the contract is subject to the condition that no obstacles arise from German, U.S., or other applicable national, EU, or international foreign trade regulations, as well as no embargoes or other sanctions. The Customer must provide all the information and documents required for export, transfer, or import.

# General Terms and Conditions

## 17. Data Protection

We collect, process, and store the Customer's personal data for the purpose of initiating, concluding, and/or performing a contract in accordance with the applicable data protection regulations, in particular the German Federal Data Protection Act (BDSG) and the European Union's General Data Protection Regulation (GDPR). Details regarding the nature, scope, and purpose of our collection, processing, and use of personal data can be found in our Privacy Policy, which is available at <https://murtfeldt.de/en-GB/Data-Privacy/>.

## 18. Final Provisions

(1) Modifications to these General Terms and Conditions or to the underlying contract must be made in writing to be valid. This also applies to any waiver of this written form requirement.

(2) The contractual language is German.

(3) Unless agreed otherwise, our registered office shall be the place of performance.

(4) The law of the Federal Republic of Germany governs all legal relationships with the Customer, to the exclusion of international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods (CISG). For consumers, this choice of law applies only insofar as the protection granted by mandatory provisions of the law of the state that the consumer is habitually resident in is not withdrawn.

(5) If the Customer is a merchant, a legal entity under public law, or a special fund under public law, our registered office shall be the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, we may also bring action at the Customer's general place of jurisdiction.

(6) We are neither willing nor obligated to take part in alternative dispute resolution in consumer matters pursuant to Section 36 of the German Consumer Dispute Resolution Act (VSBG).

(7) The contract underlying these General Terms and Conditions, and these General Terms and Conditions, shall remain valid in all other respects, even if individual provisions are legally invalid.