

## **Part A General provisions for all types of contract**

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### 1. Scope and structure of these General Terms and Conditions; defence clause

(1) These General Terms and Conditions of Contract of MionTec GmbH (hereinafter referred to as 'we') shall apply exclusively to contractual partners (hereinafter referred to as 'Purchaser') who are entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

(2) Any terms and conditions of the Customer that conflict with or deviate from our General Terms and Conditions of Contract shall not be incorporated into the contract.

(3) Unless otherwise agreed in individual cases, these General Terms and Conditions of Contract shall also be included in all future contracts with the Customer without the need for a further express reference to these General Terms and Conditions of Contract.

(4) These General Terms and Conditions of Contract are divided into 'Part A: General provisions for all types of contract', 'Part B: Special provisions for certain types of contract' and 'Part C: Additional special provisions for certain types of services'. In the event of mutually contradictory provisions, the applicable provisions in Part C shall take first priority, the applicable provisions in Part B shall take second priority and the applicable provisions in Part A of these General Terms and Conditions of Contract shall take third priority.

### 2. Offers, prices and terms of payment

(1) Offers contained in our brochures, adverts or other advertisements are subject to change and non-binding. This applies in particular with regard to prices, information on the type and scope of execution as well as technical and time-related information.

(2) If a unit price contract has been agreed, invoicing shall be based on the services actually performed by us. If a lump-sum price contract has been agreed, our services listed in the contract shall be compensated by the lump-sum price. If further services are required for the defect-free production of a work which are not listed in the contract, these services and other costs incurred shall be remunerated additionally.

(3) Unless otherwise agreed, our prices are ex works excluding packaging and dispatch and plus VAT at the applicable rate. The costs of packaging and despatch shall be invoiced separately, as shall the applicable value added tax.

(4) Payment of our remuneration shall be made exclusively to our account specified on the invoice. The deduction of a discount is only permitted if expressly agreed.

(5) Unless otherwise agreed, our remuneration shall be payable without deduction within 30 days of receipt of the invoice by the customer. Interest on arrears shall be charged at the statutory rate or at the rate specified in the offer and order confirmation. We reserve the right to claim higher damages caused by default.

(6) If the contract includes both the delivery of goods (e.g. appliances) by us and their installation and/or assembly by us at the customer's premises, we shall be entitled to invoice the part of the agreed price attributable to the delivery of the goods even before installation and/or assembly at the customer's premises has taken place, as soon as the goods to be delivered have arrived at our premises and we have notified the customer that they are ready for installation and/or assembly. The same shall apply if the contract provides for the customer to collect the goods to be delivered from our premises and we have notified the customer that the goods are ready for collection; in this case, a contractual obligation on our part to set up and/or assemble the goods shall not be relevant.

(7) We are entitled to demand a reasonable advance payment on the contract price from the customer, which in particular covers the value of the items to be procured by us for the fulfilment of our contractual performance. Until receipt of the advance payment, we are entitled to refuse our contractual performance.

(8) Unless otherwise agreed in individual cases, we shall charge the customer for necessary or appropriate expenses incurred during the performance of the contract, e.g. costs for the procurement and disposal of laboratory chemicals and other consumables or accommodation costs, in the amount actually incurred by us. In the case of external work, we charge a daily rate per employee and day specified in advance in the quotation, which covers the statutory daily rates and accommodation costs. In the case of travel, a lump sum per kilometre travelled and employee as specified in advance in the quotation shall be charged to cover travel costs and travel time.

### 3. Offsetting and right of retention

(1) The customer shall only be entitled to set-off if his counterclaims have been recognised by declaratory judgement or are undisputed. This shall not apply if the enforcement of the customer's counterclaims would be permanently thwarted by the prohibition of set-off due to special circumstances such as insolvency or financial collapse on our part.

(2) The customer is only authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

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### 4. Time of delivery or performance

(1) The time of delivery or performance shall be determined by the agreements between the contracting parties. Our adherence to it presupposes that all commercial and technical questions between the contracting parties have been clarified and that the customer has fulfilled all obligations incumbent on him, such as the provision of the necessary information, documents, official certificates or authorisations or the payment of a deposit. If this is not the case, the delivery or performance period for us shall be extended by the period of the delay for which the customer is responsible (notwithstanding the provisions in para. 5 and para. 6).

(2) Agreed performance deadlines for the services to be rendered by us shall be subject to the reservation of our own timely delivery, insofar as deliveries or services of third parties are necessary for the performance of the service to us or have been agreed with the customer. In this case, we are obliged to inform the customer immediately of any failure of our own deliveries and the likely (temporal) consequences thereof. The reservation of our own timely delivery shall not apply if we have culpably caused our own failure to deliver or have not previously concluded a congruent hedging transaction.

(3) Unless otherwise agreed, it shall be sufficient for us to comply with an agreed delivery period if the delivery item has left our works or readiness for dispatch has been notified by the expiry of the period. If acceptance is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.

(4) If our failure to comply with the delivery or performance time is due to force majeure, labour disputes or other events beyond our control, the delivery or performance time shall be extended by the duration of the obstacle. We shall inform the customer of the beginning and end of such circumstances as soon as possible.

(5) If a time, period or deadline has been agreed for the provision of our service, this agreement shall also be binding for the customer. The customer must do everything necessary on his part in good time to enable us to provide the service at the agreed time, in the agreed period or within the agreed period; the automatic extension of our performance period in accordance with para. 1 shall not be taken into account when considering the performance period to be observed by us with regard to the customer's obligation to cooperate. The customer shall reimburse us for any additional costs incurred by us as a result of non-fulfilment or poor fulfilment of this obligation to cooperate for which the customer is responsible. If it is necessary to store the items already procured by us for the provision of the service, we shall also be entitled to charge the customer a flat-rate cost of 0.25% of the purchase price paid by us for the items in question for each additional week or part thereof by which our provision of the service is delayed for reasons for which the customer is responsible, after the expiry of two weeks after the agreed date, the agreed period or the agreed deadline for our provision of the service. This lump sum shall be set off against our claim for reimbursement of the costs actually incurred by us.

(6) If, for reasons for which the Customer is responsible, our performance can only be rendered more than four months after conclusion of the contract and if, by this time, the generally accepted market price of corresponding services has increased compared to the general market price at the time of conclusion of the contract, we shall be entitled to invoice the Customer additionally for this price difference (but not more than an amount corresponding to the percentage increase in the general market price multiplied by the contractually agreed price for the service in question). This claim shall be in addition to our claims pursuant to para. 5.

(7) If it is agreed in the contract that a delivery or assembly date is still to be determined by the customer or depends on circumstances from the customer's sphere, this is subject to the proviso that the delivery and/or assembly can take place no later than two months after conclusion of the contract. If the delivery and/or assembly cannot take place by this time, without us being solely or predominantly responsible for this, we shall determine the delivery and/or assembly date at our reasonable discretion. The same shall apply if no agreements on the delivery or assembly date have been made in the contract.

(8) If we are in default with the performance to be rendered by us, the customer shall be entitled to withdraw from or terminate the contract under the conditions provided for by law. The following clause 5 shall apply to any claims for damages and reimbursement of expenses on the part of the customer.

### 5. Liability

(1) We shall not be liable for expenses and/or property damage and financial loss incurred by the customer as a result of simple (slight) negligent behaviour on our part, on the part of our bodies, representatives, employees, staff, agents, subcontractors, vicarious agents or assistants. This shall not apply in the event of a breach of a material contractual obligation, the fulfilment of which the customer may regularly rely on and compliance with which is essential for the proper performance of the contract (hereinafter: cardinal obligation).

(2) In the event of a simple (slightly) negligent breach of a cardinal obligation by us, our bodies, representatives, employees, staff, agents, subcontractors, vicarious agents or assistants, our liability for damages and reimbursement of expenses shall be limited to the amount of foreseeable damages and expenses typical for the contract.

(3) The above exclusions and limitations of liability in accordance with paragraphs 1 and 2 shall not apply to damages resulting from injury to life, limb or health, to claims under the German Product Liability Act (ProdHaftG) and to damages resulting from an intentional or grossly negligent breach of duty. Furthermore, the above exclusions and limitations of liability pursuant to paragraphs 1 and 2 shall not apply to claims for damages and reimbursement of

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expenses due to defects if we have fraudulently concealed the defect or have breached a guarantee of quality given by us.

(4) We are not responsible for force majeure of any kind, unforeseeable operational, traffic or shipping disruptions, fire, explosion, natural disasters, floods or low water, unforeseeable shortages of labour, energy, raw materials or auxiliary materials, strikes, lockouts, war, political unrest, acts of terrorism, official decrees, epidemics, pandemics or other unavoidable events.

(5) Unless expressly agreed otherwise, we shall not be liable under the contract concluded with the customer to third parties who are not themselves parties to the contract. Accordingly, no third parties shall be included in the protective effect of the contract unless expressly agreed otherwise by the parties.

(6) If a claim is made against us by the customer for damage for which a third party is also responsible, we shall only be liable to the customer in the same proportion as we are liable to the third party. We can also demand that the customer, with our support, first makes a serious effort to enforce its claims out of court with the third party. This shall apply in particular if the customer still has a right to rectification vis-à-vis the third party.

(7) The above exclusions and limitations of liability in accordance with this clause 5 shall also apply to any claims of the customer against our bodies, representatives, employees, staff, agents, subcontractors, vicarious agents and assistants.

(8) In the event of a claim against us, we may demand that we be entrusted with the elimination of the damage or its planning, coordination and monitoring in order to minimise the damage.

### 6. Limitation period

(1) The limitation period for all claims of the Customer - on whatever legal grounds - shall be 24 months, unless otherwise stipulated in these General Terms and Conditions or in individual contracts or unless the law provides for a shorter limitation period.

(2) In deviation from para. 1, the statutory limitation periods shall apply to claims of the customer due to intentional or fraudulent behaviour on our part as well as to claims of the customer under the Product Liability Act.

### 7. Acceptance of services that are not work services

(1) If acceptance by the Customer has been contractually agreed for contractual services which by their nature are not work services, Part B., Section I., Clause 5. of these General Terms and Conditions shall apply accordingly.

### 8. Changes to services/change requests

(1) If the Customer wishes to make changes to our agreed contractual performance after conclusion of the contract (hereinafter referred to as: change in performance), it must send us a corresponding enquiry in text form (Section 126b BGB) (hereinafter referred to as: change request).

(2) We shall not be obliged, but shall endeavour, to comply with a Change Request of the Customer insofar as our capacities allow this and there are no technical or other reasons to the contrary.

(3) Unless otherwise agreed, we shall invoice the additional expenditure incurred by us as a result of the change in performance on a time basis. In principle, the agreed hourly or daily rates shall apply. In the absence of agreed hourly or daily rates, we shall base our invoicing on our usual hourly or daily rates at the time of performance.

(4) The Customer shall also be obliged to bear any additional costs arising from any additional or different material to be procured by us as a result of the change in performance. We shall base this on our usual prices at the time of the provision of the changed service.

(5) If the customer wishes us to prepare a cost estimate of the additional costs likely to be incurred as a result of the change in performance before commissioning a change in performance, we shall also be entitled to charge the customer for the time required to prepare this cost estimate. Paragraph (3) shall apply accordingly.

### 9. Miscellaneous

(1) The contract between us and the Customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The provisions of the conflict of laws do not apply.

(2) The place of fulfilment for all contractual services is our registered office (Leverkusen), unless otherwise agreed.

(3) Our registered office (Leverkusen) is agreed as the place of jurisdiction for all disputes in connection with the contract on which these General Terms and Conditions of Contract are based, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law; however, we are also entitled, at our discretion, to sue the Customer at its general place of jurisdiction. The above agreement on the place of jurisdiction shall not apply to legal disputes concerning non-pecuniary claims which are assigned to the local courts irrespective of the value of the subject matter of the dispute, or if an exclusive place of jurisdiction is established by law for the action.

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(4) Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a legally permissible provision that comes closest to the economic purpose of the invalid provision.

(5) The contract shall remain binding in its remaining parts even if individual points are legally invalid.

## Part B Special regulations for certain types of contracts

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### I. Contracts with purchase and/or work contract components

#### 1. Scope of application

If a contract concluded by us with the Customer contains an obligation on our part to deliver and transfer ownership of goods (hereinafter referred to as 'Goods') to the Customer against payment of a fee (expressly stated or included in the agreed total price) and/or to achieve a specific work result (hereinafter referred to as 'Work Performance') - if applicable also using goods to be delivered by us -, the following conditions of this Section I. of Part B of the General Terms and Conditions of Contract shall also apply to this contract in addition to the General Provisions pursuant to Part A of these General Terms and Conditions of Contract.

#### 2. Transfer of risk on despatch

(1) If goods are dispatched by us to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory/warehouse. This shall apply irrespective of whether the goods are dispatched from the place of fulfilment or who bears the freight costs.

(2) If delivery free domicile is agreed, the transfer of risk shall take place upon handover of the object of purchase at the destination.

#### 3. Reservation of title

(1) We reserve title to the goods delivered by us to the customer (hereinafter: reserved goods) until all our claims arising from the contract have been paid in full. This shall also apply to all future deliveries, even if we do not always expressly refer to this.

(2) As long as ownership has not yet been transferred to him, the customer is obliged to treat the goods subject to retention of title with care, to store them separately from other goods, in particular from goods owned by him or third parties, and to label them as goods subject to retention of title in a manner recognisable to third parties. In addition, he is obliged to insure the reserved goods at his own expense against theft, fire and water damage at replacement value if the agreed price for the reserved goods exceeds € 10,000.00 in total. If maintenance and inspection work has to be carried out on the goods subject to retention of title, the customer must carry this out in good time at his own expense.

(3) As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the goods subject to retention of title are seized or exposed to other interventions by third parties.

(4) The customer is authorised to resell the reserved goods in the normal course of business. However, this authorisation ends as soon as an insolvency petition has been filed against the purchaser's assets. The customer hereby assigns to us his claims from the resale of the reserved goods up to the amount of the final invoice amount agreed with us (including VAT). The customer remains authorised to collect the claims assigned to us even after the assignment. Our authorisation to collect the claim ourselves remains unaffected by this. However, we shall not collect the claim as long as the customer fulfils his payment obligations to us, is not in default of payment and no application for the opening of insolvency proceedings against his assets has been filed.

#### 4. Personnel to be deployed; rights to issue instructions; place and time of performance of the work

(1) Unless expressly agreed otherwise, we shall not be obliged to perform any work contractually owed by us with our own personnel. We may also use suitable subcontractors for this purpose at our discretion.

(2) We shall have the right to determine which of our employees or which employees of which subcontractor are to be used to perform the work.

(3) The Customer shall have no direct right to issue instructions to the personnel deployed to perform the work.

(4) Unless otherwise agreed or unless the nature or content of the agreed work performance or the operational requirements of the Customer make this mandatory, we shall be free to determine the place and exact time of performance of the work performance owed by us.

#### 5. Acceptance

(1) If the contractual performance to be rendered by us is a work performance, the performance rendered by us (hereinafter: the work) shall be formally accepted by the customer after its completion, unless otherwise agreed.

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(2) The work shall be deemed to have been accepted by the customer if the customer has been notified by us of the completion of the work and has neither declared acceptance nor refused acceptance despite the expiry of a reasonable deadline set by us for acceptance.

(3) The work shall be deemed to have been accepted by the customer at the latest at the time at which the customer starts using the work after its completion.

### 6. Warranty and notification of defects as well as recourse/manufacturer recourse

(1) Obvious defects in goods delivered by us to the customer and /or in work services provided by us must be reported to us by the customer in text form without delay, but at the latest within 14 calendar days after delivery of the goods (or if a formal acceptance takes place: at the time of acceptance) with a precise description of the defect or the defect phenomenon. In the case of non-obvious defects, the notification of defects must be made in text form immediately after discovery of the defect. If the customer fails to give notice in due time, the service shall be deemed approved.

(2) Claims for defects shall become time-barred 12 months after delivery of the goods supplied by us to the customer. This shall not apply if the law prescribes longer periods in accordance with § 438 Para. 1 No. 2 BGB (buildings and items for buildings), § 479 Para. 1 BGB (right of recourse) and § 634a Para. 1 BGB (building defects). Our consent must be obtained prior to any return of the goods.

(3) If, despite all due care, goods delivered by us have a defect that already existed at the time of the transfer of risk, we shall, at our discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. We must always be given the opportunity for subsequent fulfilment within a reasonable period of time. Recourse claims remain unaffected by the above provision without restriction.

(4) Subsequent fulfilment shall not lead to a recommencement of the warranty period.

(5) If the subsequent fulfilment fails, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration. Subsequent fulfilment shall only be deemed to have failed after two unsuccessful attempts at subsequent fulfilment on our part. Part A, Section 5 of these General Terms and Conditions of Contract shall apply to any claims of the Purchaser for damages and /or reimbursement of expenses.

(6) In particular, claims for defects shall not exist in the event of only insignificant deviation from the agreed quality or only insignificant impairment of usability or in the event of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, the use of unsuitable operating materials, defective construction work or the use of unsuitable building ground on the part of the customer or due to special external influences which are not assumed under the contract. If the purchaser or third parties carry out improper repair work, processing or modifications, no claims for defects shall exist for these and the resulting consequences.

(7) Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a place other than the customer's branch office, unless the transfer corresponds to their intended use.

(8) The customer shall have no rights of recourse against us over and above the statutory provisions.

## II. Contracts with lease components

### 1. Scope of application

If a contract concluded by us with the Customer contains an obligation on our part to temporarily provide the Customer with the use of an item (hereinafter: rental item) against payment of a fee (expressly stated or included in the agreed total price) (hereinafter: rental), the following provisions of this Section II. of Part B of the General Terms and Conditions of Contract shall also apply to this contract in addition to the General Provisions pursuant to Part A of these General Terms and Conditions of Contract.

### 2. Use of the rented object

The customer may only use the rental object for the contractually agreed purpose and is obliged to treat the rental object properly and with care. Insofar as the rental object has operating instructions, the customer must strictly observe the resulting instructions.

### 3. Extension of the rental period; consequences of late return of the rental object

(1) The rental ends at the end of the contractually agreed rental period without the need for further declarations by the parties. A tacit continuation of the rental relationship shall occur if the customer fails to return the rental object to us, unless one of the contracting parties declares its contrary intention to the other party within two weeks.

(2) If the rental object is not returned to us by the customer in good time after the end of the rental period, the customer shall be obliged to pay us compensation for the period of delay in returning the rental object, the amount of which shall correspond to the contractually agreed rental amount for a corresponding period. Further claims on our part (in particular for the return of the rental object and compensation for damages) shall remain unaffected by all the above provisions of this paragraph 2.

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### 4. Liability of the customer

The customer shall be liable in the full statutory amount for damage and deterioration occurring to the rental object during the rental period.

## III. Contracts with service contract components

### 1. Scope of application

If a contract concluded by us with the customer contains an obligation on our part to provide certain services to the customer against payment of a fee (expressly stated or included in the agreed total price) without a specific result being owed in this respect (hereinafter: services), the following conditions of this Section III. of Part B of the General Terms and Conditions of Contract shall also apply to this contract in addition to the general provisions in accordance with Part A of these General Terms and Conditions of Contract.

### 2. Personnel to be deployed; instruction rights; place and time of service provision

(1) Unless expressly agreed otherwise, we are not obliged to provide the services contractually owed by us with our own personnel. We may, at our discretion, also utilise the services of suitable subcontractors for this purpose.

(2) We shall have the right to determine which of our employees or which employees of which subcontractor are used to provide the services.

(3) The customer shall have no direct right to issue instructions to the personnel we deploy to provide the services.

(4) Unless otherwise agreed, or unless the nature or content of the agreed service or the operational requirements of the Customer make this mandatory, we shall be free to determine the place and time of performance of the service owed by us.

## Part C Additional special provisions for certain types of services

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### I. Seminars and Trainings

#### 1. Scope of application

Insofar as the contract stipulates that we are to provide training, the following conditions of this Section I. of Part C of the General Terms and Conditions of Contract shall apply in addition.

#### 2. Right to determine the content

We shall have the right to determine the specific content of any training we are contractually obliged to provide as well as the content of any training documents we are obliged to provide (within the contractually agreed training topic).

#### 3. No training success owed

We do not owe any specific training success, but only the provision of a training service within the contractually agreed time frame.

### II. Creation of specifications

#### 1. Scope of application

Insofar as the contract stipulates that we must prepare a specification sheet, the following conditions of this Section II. of Part C of the General Terms and Conditions of Contract shall apply in addition.

#### 2. Obligation of the customer to co-operate; requirements specification

(1) The customer shall co-operate in the preparation of the specifications by us by providing all necessary information and documents in a timely and comprehensive manner, granting any necessary access to its facilities, etc.

(2) In particular, the customer shall provide us with a comprehensive requirement specification which is suitable as a basis for the development of a specification by us and from which all circumstances and requirements to be taken into account from the customer's point of view when drawing up the requirement specification and in particular all essential characteristics of the work to be produced later on the basis of the requirement specification can be derived in a clear and comprehensible form.

#### 3. Performance period

If a deadline for the preparation of the specifications has been agreed, this is subject to the condition that the customer provides us with all information required for the preparation of the specifications and in particular the specifications in accordance with Section II. 2. para. 2 no later than three days after conclusion of the contract. If this is not done in due time, the provisions in Part A, Section 4 of these General Terms and Conditions shall apply with regard to the deadline.

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### 4. Acceptance

The customer shall formally accept the specifications completed by us. Unless otherwise agreed, the customer must inspect the specification document within 14 days of delivery of the completed specification document by us and declare acceptance or refusal of acceptance to us. If neither an express declaration of acceptance nor a refusal of acceptance by the customer is made by the end of this period, the specification shall be deemed to have been accepted.

### 5. Remuneration

Unless expressly agreed otherwise, the preparation of a specification document by us shall be remunerated by the customer. If no fixed price has been agreed, we shall invoice according to time spent. In principle, the agreed hourly or daily rates shall apply. In the absence of agreed hourly or daily rates, we shall base our invoicing on our usual hourly or daily rates at the time of performance.

## III. Research and development

### 1. Scope of application

Insofar as the contract stipulates that we are to provide research and/or development services for the customer (e.g. with regard to the development of a new process for a purpose specified by the customer), the following conditions of this Section III. of Part C of the General Terms and Conditions of Contract shall apply in addition.

### 2. No research or development success owed

We do not owe any specific research or development success, but only the provision of research and development services in accordance with the customer's specifications.

### 3. Reports

(1) Unless otherwise agreed, we shall prepare a report on the results and findings achieved by us and deliver this to the customer.

(2) The customer shall be entitled to a non-exclusive right of use to the report we have prepared, unlimited in terms of space, time and content.

### 4. Intellectual property

(1) Insofar as protectable work results (such as inventions, know-how, designs, works protected by copyright or ancillary copyright) are achieved in the course of our research and/or development activities for and, if applicable, in cooperation with the customer, we shall be exclusively entitled to all rights thereto insofar as they relate to the analysis and working methods applied by us.

(2) The rights to protectable work results which do not relate to the methods of analysis and work applied by us shall belong to the contracting party whose employees have achieved the work result in question. If the work result in question was achieved jointly by the employees of both parties, the rights thereto shall belong jointly to both parties, whereby the respective share of each party shall correspond to the share that its respective employees had in the achievement of the work result. In the event of a dispute, an arbitrator to be appointed by the President of the Cologne Chamber of Industry and Commerce shall decide on the share of the right in question to which each party is entitled; the costs of the arbitrator's report shall be borne equally by both parties.

(3) Any deviating provisions on intellectual property in any confidentiality agreement concluded between the parties shall take precedence over the provisions of this Section III. 4. of Part C of these General Terms and Conditions.