

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of Soundcomb GmbH

Version February 2022

A) SCOPE OF APPLICATION

1. The present Terms and Conditions of Sale and Delivery (in short: Terms and Conditions) govern the legal relationship between us, Soundcomb GmbH, as the Contractor / Service Provider on one hand and our Customers on the other hand and apply to any form of order placement (e.g. purchase contract, work and service contract, work performance contract, consultancy contract).
2. Our deliveries, services and offers are made exclusively on the basis of these Terms and Conditions. These Terms and Conditions shall also apply to all future business relationships, even if they are not expressly referred to prior to each individual business event. Deviations from these Terms and Conditions shall only be effective if confirmed by us in writing.
3. Any terms and conditions of business, purchase and acceptance of the Customer shall not take precedence over these Terms and Conditions and shall only be binding for us if they have been expressly accepted by us in writing in each individual business event. We are particularly not obliged to object to terms and conditions applied by the Customer that are in contradiction to these Terms and Conditions. Failure to express objection or to execute the delivery or service on our part shall in no way constitute consent or acceptance, even if we do have knowledge of the Customer's terms and conditions that are in

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contradiction to or deviate from our Terms and Conditions. Any reference to the documents of the Customer on our part shall not constitute any acknowledgement of the Customer's terms and conditions or rules and regulations. Should the Customer first become aware of the existence or the wording of our Terms and Conditions within the framework of our commercial confirmation letter or our order confirmation, these shall be fully acknowledged by the acceptance of the confirmation letter or the order confirmation respectively and without objection.

B) OFFER AND CONCLUSION OF CONTRACT

1. Our offers are non-binding. This applies in particular to the information concerning services and products included in our catalogues, price lists, brochures, information material, leaflets, in the online shop, advertisements at trade fair stands, circulars, advertising mailings or other media, which are non-binding.
2. The information included in our brochures, catalogues or similar documents, in the online shop as well as in our offer, particularly images, digital colour reproductions, drawings, descriptions, dimensions, weight, performance and consumption data, delivery deadlines as well as information regarding the usability of our products are only of approximate accuracy, unless this information has been expressly designated as binding. Any deviations to the description of our offer shall be deemed to be approved, insofar as the deviations do not exceed the tolerance values listed in **Appendix 1** (*Chart Permissible deviations and tolerances*), which constitutes an integral part of these Terms and Conditions. Any warranty of the properties of our services requires prior written agreement.

3. Any concluded agreements and other arrangements shall only become binding upon our written confirmation. Electronic correspondence shall be deemed equivalent to postal correspondence with regard to its validity as a written confirmation.
4. Any orders deviating in their wording from the offers made by us in any aspect shall require our express written confirmation in order to be binding.
5. Typing errors or miscalculations entitle us to withdraw from the contract if the Customer denies the adjustments. Claims for compensation on the part of the Customer are excluded in this case.

C) DELIVERY PERIOD

1. The delivery periods and delivery dates shall be always considered approximate, unless they have been expressly agreed upon in writing as fixed dates.
2. The delivery periods shall commence at the earliest on the date of our order confirmation, however not before the order has been completely settled, in particular not before all necessary documents have been submitted by the Customer and advance payment agreements have been executed. The same applies to delivery dates.

Delivery periods and delivery dates are ex works. In the event that the goods cannot be collected or dispatched in due time for reasons not attributable to us, the delivery periods and delivery dates shall be deemed to have been complied with upon notification of readiness for dispatch.

In the event that a fixed date has been arranged, the collection has to be carried out at that time, otherwise it shall be effected within 5 working days after receipt of our notification that the goods are ready for pick-up. If the Customer does not fulfil this obligation, he/she shall be in default of acceptance without this requiring a reminder.

3. We are entitled to a period of at least 4 weeks for the first performance of our deliveries and services, unless otherwise agreed in individual contracts.

The Customer shall remain obliged to accept and pay for the processed goods even after the delivery deadline has been exceeded.

4. Should the delivery be delayed due to circumstances that are beyond our control, the Customer shall effect the agreed payment at the time at which it would have been due if the delivery had been performed on time, as well as reimburse all costs incurred by us in connection with the delay.
5. We shall not be in default of delivery if the Customer is in default of payment obligations on his/her part. In this case, we shall be released from any obligation to perform until the payment obligations have been fulfilled.
6. We shall not be responsible for delays in delivery and cost increases resulting from incorrect, incomplete or subsequently modified details and information or documents which have been submitted, and such delays may not lead to any default on our part. Any additional costs resulting therefrom shall be borne by the Customer. Any changes to the delivery dates attributable to the Customer shall require us to establish a new delivery schedule.
7. In the event of postponements that are the responsibility of the Customer, we shall additionally be entitled to request the Customer in writing to fulfil his/her obligation to cooperate as agreed, by granting him/her a grace period of 8 days,

otherwise we shall be entitled to withdraw from the contract without granting any further grace period and shall be entitled to invoice the Customer for the services rendered to date according to expenditure, in each case plus the loss of profit. The Customer shall not be entitled to assert any counterclaims during this period.

In the event that we terminate the contract in accordance with this provision and settle our production costs incurred up to that point or the expenditure for the services performed up to that point, including the lost profit, the Customer shall be entitled to the parts of the goods that have already been (partially) completed or processed. The provisions stipulated under section K) of these Terms and Conditions shall remain unaffected by this.

8. The Customer may not assert any claims against us resulting from a delayed delivery, even if we are responsible for the delay.
9. We are entitled to make partial deliveries, that the Customer shall be obliged to accept.
10. In the event that the execution of the order or the delivery is delayed, impeded, made unreasonable or impossible due to force majeure, we may postpone the delivery date or withdraw from the contract partially or entirely. In such cases, the Customer shall in no way be entitled to claim compensation from us. In the event of partial or total withdrawal from the contract on our part, we shall be entitled to aliquot remuneration proportionate to the services rendered to that date. We may alternatively invoice for past performance on a time and material basis. In this case, the Customer shall be entitled to parts of the products that have already been (partially) completed or processed.
The term force majeure shall be deemed to include all unforeseeable events or any such events which, even if foreseeable, are entirely beyond our control or

the control of the Customer and no reasonable efforts can be undertaken to prevent their effect on the performance of the contract.

The following shall in particular be deemed equivalent to force majeure: strike, lockout, lack of transport vehicles, administrative interventions, embargoes, any kind of sanctions (especially economic and political), energy supply difficulties, epidemics, pandemics or other circumstances (of any kind whatsoever) which make delivery or performance significantly more difficult or even impossible for us, irrespective of whether they have occurred at our premises or at the premises of one of our subcontractors.

D) DELIVERY AND TRANSFER OF RISK

1. Deliveries are effected ex works (EXW according to Incoterms 2000) on the account and at the risk of the Customer, unless otherwise expressly agreed upon in writing.
2. The risk of damage, destruction or being rendered unusable of the purchased or delivered items shall be transferred to the Customer as follows:
 - a) In the case of an agreement "ex works", as soon as the goods are ready for collection at our factory in Mureck;
 - b) In the case of an agreement "free carrier", as soon as the goods have been handed over for loading to the person responsible for the transport;
 - c) In the case of an agreement "carriage paid", as soon as the goods have been handed over for loading to the person responsible for the transport;

3. In the event of loss or damage incurred during transport, the recipient is responsible for making a claim against the carrier or the forwarding agent.
4. The Customer is obliged to accept the contractually delivered goods or the goods that have been prepared for collection without undue delay. If the shipment is delayed at the request of the Customer or for reasons attributable to the Customer, the risk shall pass to the Customer upon notification that the goods are ready for shipment.
5. In the event of delay in acceptance or in the event of an impossibility of delivery caused by force majeure, we shall be entitled to store the goods ourselves or to have them stored by a forwarding agent at the expense and risk of the Customer.
6. The following also applies to the export of goods and the provision of technical services:

If the export of goods and commodities ordered in our company or the provision of technical services by us is subject to the presentation of an official permit (of whatever kind), the Customer undertakes to ensure the timely issue of all permits to the extent required for the export of the goods and commodities or the provision of the technical services in each case. We shall be entitled, but not obliged, to refuse (further) fulfilment of the order until evidence has been provided that all necessary permits have been obtained. The Customer shall bear and compensate us for all damages, expenses and burdens (of any kind whatsoever) incurred by us due to the non-granting, non-existence or untimely proof of the existence of all necessary permits.

7. The following shall also apply to the provision of services:

The Customer shall cooperate to the best of his/her ability in the provision of the service by us and shall undertake or arrange for all that is necessary to ensure that we are able to provide our service in accordance with the contract. Delays or failure to perform the service as well as all associated consequences, expenses and burdens due to the failure to cooperate or inadequate cooperation and support on the part of the Customer shall be borne exclusively by the Customer.

E) PRICES

1. The prices quoted in our offers are subject to the provision that the order information submitted in the offer remains unchanged.

The prices specified in our order confirmations shall apply. The prices, including all ancillary costs, are subject to value added tax at the legally standardised rate.

The prices indicated by us are ex warehouse or ex works. They do not include freight, postage, insurance, customs duties and other packaging, transport and shipping costs. Furthermore, transport insurance shall only be contracted if expressly requested by the Customer. We are entitled to decide whether to charge the costs that are reasonable in the respective case or a flat rate for ancillary costs.

2. The Customer shall dispose of the packaging supplied by us at his/her own expense. The obligation to accept the return of the packaging material shall only apply in the event of an express written agreement.
3. Any increases in the freight and customs rates applying at the time of the conclusion of the transaction and the introduction of new levies shall authorize

us to a proportional adjustment of the agreed purchase price and the Customer shall not be entitled to terminate the contract on that account. In the event of a delayed delivery, we shall also be entitled to increase the prices due to higher freight and customs rates or the introduction of new levies if the corresponding increase in freight, customs rates and levies occurs after the previously scheduled delivery date.

4. Price quotations as well as cost estimates provided by us are generally non-binding, unless their binding nature has been expressly confirmed in writing.
5. In the event that the delivery takes place more than one month after the conclusion of the contract, the prices applicable on the day of dispatch shall be invoiced.
6. Any deviations from our offer (cost estimate), resulting from modifications to the offer effected by the Customer, shall be deemed to have been approved by the Customer, even without any notification on our part. The Customer hereby waives his/her right to withdraw from the contract in such cases.
7. We are authorised to adjust the prices accordingly at any time if the (purchase) prices we have to pay or the costs we have to bear are subject to change, in particular due to collective bargaining agreements, internal agreements or other circumstances relevant for the calculation or necessary means for the performance of the service, e.g. for material, energy, transport, external work, financing. In any event, we shall be entitled to charge any increases in costs, prices and wages etc. passed on to us by our suppliers and producers also to our customers.

F) DISCOUNT CHARGEBACK

We shall only grant discounts on our list prices and cash discounts provided that the agreed remuneration is paid in full and on time. If the agreed remuneration is not paid in full - in particular due to the opening of insolvency proceedings against the assets of the Customer - we shall be entitled to claim our list prices.

G) TERMS OF PAYMENT

1. The payment is due immediately after receipt of the invoice without deduction, at the latest, however, within 30 days after the transfer of risk. A payment shall only be deemed to have been effected when we can dispose of the amount without any restriction.
2. Bills of exchange and cheques shall only be accepted upon separate agreement and on account of payment, provided that the financial institution has confirmed the acceptance. Refinancing costs and expenses shall be borne by the Customer and shall also be paid by the Customer immediately. Liability for the timely submission, protest, notification and return of the bill of exchange in the event of non-redemption shall only be assumed in the event of intent or gross negligence on our part or on the part of our vicarious agents.

In the case of bills of exchange, cheques or bank transfers, the date on which the financial institution credits the amount in our favour shall be decisive.

3. In the event that the Customer refuses to collect the goods despite notification of readiness for dispatch or refuses to accept the goods, full payment of the invoice amount shall nevertheless be made within 30 days at the latest after notification of readiness for dispatch or delivery.

4. The right of retention on the part of the Customer, in particular based on the defence of non-performance of the contract due to alleged defects, is expressly excluded. Furthermore, the Customer shall not be entitled to set off any claims whatsoever, with the exception of claims recognised by us or claims that are already legally enforceable.

H) DEFAULT IN PAYMENT

1. In the event of default in payment, we shall be entitled to charge annual interest pursuant to § 456 UGB. in the amount of 9.2% above the respective base interest rate of the Austrian National Bank of the preceding 30.06. or 31.12. respectively.

This does not exclude the assertion of further damages due to delay. The Customer shall be liable towards us for any further damages of this nature, in particular also for interest damages as a result of failure to fulfil the payment obligation in due time.

2. If the assertion of outstanding claims is carried out on our part, the Customer undertakes to pay an amount of EUR 40.00 for each reminder issued, irrespective of the actual expenditure. § 1333 para. 2 ABGB shall apply with regard to the reimbursement of debt collection costs exceeding this lump sum.
3. Furthermore, all receivables shall become due immediately if the terms of payment are not complied with or any circumstances emerge which, in our opinion, are likely to reduce the creditworthiness. In this case, we shall be entitled to perform outstanding services only against advance payment or to withdraw from the contract after the ineffectual expiry of a reasonable deadline set by means of a reminder.

4. In the event of default in payment, we shall be entitled to declare rescission not only with regard to the present contract but also with regard to other transactions that have not yet been settled or with regard to successive deliveries.

Furthermore, we have the right to retain goods that have not yet been delivered and to discontinue work on orders that are still in progress in the event of non-receipt of pro rata payments. We are also entitled to demand the return of any goods that have already been delivered but not paid for and to retrieve them at the Customer's expense. The Customer is obliged to grant us all access that is required to exercise the right of retrieval.

5. If the economic situation of the Customer deteriorates significantly, insolvency proceedings are opened against the assets of the Customer or the opening of such proceedings is imminent, insolvency proceedings are not opened due to a lack of cost-covering assets or we receive information that is suitable to justify doubts regarding the solvency or willingness to pay of the Customer, we are entitled at any time to make all claims against the Customer due immediately. We are further entitled to demand cash payment even if another method of payment other than cash payment has been agreed upon.

This provision shall not affect our right to terminate the contract in accordance with point P) of these Terms and Conditions.

I) PROVISION OF SECURITIES

Even if the provision of securities has not been agreed upon at the time of conclusion of the contract, we are nevertheless entitled to demand securities for the fulfilment of the payment obligation prior to shipment and to withdraw from the contract in the event of refusal.

J) TECHNICAL SPECIFICATIONS AND DOCUMENTS

1. All of our illustrations, drawings, tracings, specifications of dimensions and weights as well as colour specifications, textile structures and samples in catalogues, advertising brochures, offers, etc. are only approximate and subject to change.
2. All of the submitted documents include know-how, ideas and development services provided by us and our subcontractors. We reserve intellectual property and all material property rights to these documents. The Customer shall only be granted the right to use these documents in the scope that is absolutely indispensable for the operation and maintenance of the goods that are the subject matter of the contract. This right of use shall expire once the contracted products have been decommissioned.
3. The documents and information must not be copied, evaluated, duplicated or made accessible to third parties in any way, either wholly or partially, without our permission. Any detailed information derived therefrom shall also be subject to the statutory protection regulations.

K) RESERVATION OF TITLE

1. We reserve title to all items delivered by us until complete fulfilment of all financial obligations towards us, including interest and costs.

2. The right of ownership shall remain with us even if the delivery is firmly joined, blended or integrated with the property of the Customer.

The Customer shall take all measures at his/her own expense to indicate our ownership of the delivery to everyone in accordance with the respective publicity requirements provided for by law or, in the event of an attempted claim by third parties, to expressly emphasize our proprietary rights.

3. The Customer shall be obliged to accept the reassembly of all parts or goods at his/her own risk and expense and to bear all costs incurred due to or in connection with the reassembly until arrival at the respective factory premises to be named by us, in the event that parts or goods delivered by us have become a dependent part of the Customer's property due to their incorporation into the Customer's property. The Customer shall acknowledge our ownership of such disassembled items.
4. The sale, pledging, transfer by way of security and leasing or other transfer of the goods delivered by us is not permitted without our written consent as long as the reservation of title remains in force.
5. The products that have been manufactured from our goods delivered under reservation of title may only be re-sold by the Customer under reservation of our title to the goods and to the proceeds. If the new product is sold, we shall acquire a corresponding co-ownership in the proceeds of the sale, which the Customer, as our trustee, shall receive from the third party.
6. Should the delivered parts and goods that are still subject to retention of title be seized by a third party, then the Customer shall be obliged to inform us immediately of the name of the party claiming the seizure, the amount of the claim, the intervening court, the file number and the date of the auction, if

applicable. Moreover, the Customer shall be obliged to notify us of any extraordinary reduction in the value of the delivered goods subject to retention of title.

7. In the event that other law than the Austrian law is agreed upon with the Customer or if other law than the Austrian law applies for other reasons and the retention of title is not effective according to its provisions, the securities possible on the basis of the other law shall be deemed to be agreed upon. Should the Customer's cooperation be required in this respect, the Customer shall be obliged to take all required measures to establish and maintain such rights.

L) WARRANTY

We shall assume warranty for any defects in the goods delivered or services rendered by us in accordance with the following provisions:

1. The warranty period shall begin with the shipment or collection of the goods. If the Customer is in default of accepting the delivery, the warranty period shall commence upon notification that the goods are ready for dispatch.
2. The warranty period shall expire after 12 months.
3. As a general rule, the warranty obligation shall only apply to defects which are asserted in writing immediately, at the latest, however, within a period of 3 working days from the date of their recognition by the Customer, with simultaneous indication of the possible causes. If the Customer fails to report the defects in due time, he/she may no longer assert the claims referred to in Section 377 (2) of the Austrian Commercial Code (UGB). In order to exercise our warranty obligation, the Customer has to provide evidence that an alleged

defect is attributable to us and that it had already existed at the time of handover. The applicability of the legal presumption of § 924 ABGB is expressly excluded.

Further limitations of liability specified in these Terms and Conditions shall remain unaffected.

4. We shall only be liable for defects that arise in compliance with the intended operating conditions, in observance of the care instructions and the specified maintenance and service intervals and during normal use. This shall in particular not apply to defects which are due to reasons attributable to the Customer or third parties.
5. Liability is also excluded if the delivered goods are handled or used improperly and, in particular, if relevant instructions and regulations issued by us are not adhered to.

A deviation in the quantity and weight of our delivery of no more than 10 % from the ordered amount shall not be deemed to constitute a defect. This is exclusively determined by our incoming or outgoing weighing.

6. If improvement or replacement is impossible or would be associated with a disproportionately high investment on our part, or if we are incapable of complying with the request for replacement or improvement or cannot perform it within a reasonable period of time, we shall have the right, at our discretion, either to cancel the contract in its entirety or to grant the Customer an appropriate price reduction.
7. The warranty obligation shall be null and void if the Customer unauthorisedly performs any kind of modifications to the delivery item without our prior written consent.

8. The warranty applies exclusively to the goods delivered by us. We shall be liable for those goods which we have obtained from our subcontractors only to the extent that we are entitled to warranty claims against the subcontractors.
9. If we are required to remedy a defect, we may replace the defective goods or their defective parts, remedy the defect on site during regular working hours or arrange for the defective goods or their defective parts to be sent to us for the purpose of improvement. We shall be granted a sufficient period of time for the inspection of the defects as well as for the repair or for the delivery of spare parts.

Furthermore, the Customer is obliged to grant us at least two attempts to remedy the defect, if required.

The costs and risk for the outward transport of the defective goods or parts shall be borne by the Customer, and we shall bear the costs and risk for the return transport. If the defects are remedied on site, the Customer shall bear all costs and expenses incurred in connection therewith, in particular the official and sovereign fees, other expenses as well as our travel costs including any overnight accommodation costs and shall also be obliged to take all necessary organisational measures and precautions at his/her own risk and expense in order to enable us to carry out the remedy of the defects without any friction.

10. The warranty period shall not be extended after rectification of the defects or replacement.
11. We shall only be liable for the rectification of defects by the Customer himself/herself or by third parties if we have granted our written consent in this respect.

12. In any case, we shall be released from any warranty obligation as long as the Customer has not fully settled any of our outstanding claims.
13. Warranty claims shall not entitle the Customer to withhold any agreed payments.
14. We shall not assume any further liability other than that stipulated above from the onset of the warranty period, not even for defects attributable to circumstances which occurred prior to the transfer of risk.
15. If a genuine guarantee commitment is made, the above provisions shall apply mutatis mutandis. Warranty repairs shall only be accepted after prior consultation with our warranty department and subsequent written confirmation.

M) LIABILITY

1. We shall only be liable to the Customer - with the exception of personal injury - in the event of gross negligence or intent, whereby claims for damages shall in any case be limited to the mere repair of the damage and to the amount of the contractual value. We shall not be liable under any circumstances for other damages of any kind whatsoever, such as damages to goods that are not object of the contract, for loss of profit, for consequential damages resulting from defects, as well as for damages due to interruption of production and hindrance of operation. The reversal of the burden of proof pursuant to § 1298 ABGB is excluded.

The above limitations of liability shall apply to the same extent to our vicarious agents and persons employed by us for the performance of our obligations.

2. All claims for compensation shall be subject to a limitation period of one year after delivery or provision of the service at the latest.
3. We shall not be liable under any circumstances for damage to the workpieces that have been provided.
4. Liability to pay compensation for claims resulting from the Product Liability Act due to material damage as well as product liability claims that can be derived from other provisions are excluded.
5. In the cases where coverage is provided by our business liability insurance, any liability to pay compensation shall be limited to the available coverage amount of our business liability insurance. The aforementioned limitations of liability remain unaffected.

N) CHANGE IN CIRCUMSTANCES

We are entitled to withdraw from the contract or to demand a modification of the contractual provisions which reflects the changed circumstances, depending on the nature of the case, in the event that the circumstances at the time of conclusion of the contract have changed so significantly that it can be legitimately assumed that no contract would have been concluded at all due to the changed circumstances or that it would only have been concluded with different conditions, and if the change in circumstances could not have been foreseen at the time of conclusion of the contract, even if the due care and attention of a prudent businessman had been exercised.

O) WITHDRAWAL OF THE CUSTOMER / PENALTY PAYMENT

1. If the Customer declares withdrawal from the contract - for whatever reason - we shall be free to accept this withdrawal in return for a penalty payment or to reject the request for withdrawal.
2. In the event of acceptance of the withdrawal, the penalty payment shall equal:
 - a) in the case of marketable goods: 10% of the purchase price;
 - b) in the case of non-marketable goods or other services as well as custom-made products such as M-Box and K-Box: 10% of the purchase price or agreed remuneration plus the manufacturing costs accrued up to the acceptance of the withdrawal, whereby the parts of the goods that have already been (partially) completed or processed shall be owed to the Customer.

P) PREMATURE TERMINATION OF THE CONTRACT

1. We are entitled to terminate all contracts with the Customer prematurely and for good cause at any time without notice.
2. An important reason for premature termination is given in particular if
 - a) a request to open insolvency proceedings against the assets of the Customer is rejected due to a lack of assets to cover the costs or if we receive information which is appropriate to justify doubts regarding the solvency or willingness to pay on the part of the Customer (§ 25b IO remains unaffected by this provision);
 - b) the Customer has failed to settle the outstanding claims despite the receipt of a reminder;

- c) the Customer is in default of his/her obligation to provide the documents necessary for the fulfilment of the order or other duties to cooperate, despite being requested to do so.

Q) PLACE OF PERFORMANCE AND JURISDICTION

1. Unless otherwise agreed, the place of performance for delivery and payment shall be the registered office of Soundcomb GmbH in 8510 Stainz.
2. The place of jurisdiction for legal disputes regarding the existence or non-existence of a contractual relationship subject to these Terms and Conditions or for disputes arising from such contractual relationships shall be exclusively the competent Court for 8510 Stainz for claims raised on behalf of the Customer and, in the case of claims raised by us, optionally the competent Court for 8510 Stainz or the general place of jurisdiction of the Customer.
3. Austrian law shall apply, unless otherwise agreed, however excluding the reference norms. This shall also apply to the aspect of contract conclusion. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

R) GENERAL PROVISIONS

1. Any deviations from these Terms and Conditions require the written form in order to be valid. This also applies to any waiver of this written form requirement. Any verbal ancillary agreements are legally invalid.

2. Should individual provisions of these Terms and Conditions be invalid or unenforceable either entirely or partially, this shall not affect the validity of the remaining provisions. In this case, the contracting parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes closest to the economically intended purpose of the wholly or partially invalid or unenforceable provision in the context of the entire contract.
3. In the event of a subsequent occurrence of a loophole, that provision shall be deemed agreed which corresponds to what would have been agreed in accordance with the meaning and purpose of the present Terms and Conditions if the resolution of the issues not governed by the contract had been considered from the very beginning.
4. If any contractual agreements have been concluded between us and the Customer which contradict the provisions of these Terms and Conditions, then it shall be agreed that the provisions in the contractual agreements other than these Terms and Conditions shall only be given priority if it has been expressly agreed upon in writing that the corresponding provisions of these Terms and Conditions shall have subordinate priority.
5. The contracting parties undertake to treat all commercial and technical details that become available to them in the course of this business relationship strictly as business secrets, unless they are already known to the general public.
6. The Customer acknowledges and agrees that we may store the data received from the business relationship within the meaning of the Data Protection Act and use it for our own business purposes.

Appendix 1: Chart *Permissible deviations and tolerances*