

## **Agreement on Protection of Know-How and Quality Assurance**

Unless otherwise agreed in a contract made between us, the following agreements on protection of know-how and quality assurance of the group WEH apply.

### **1.**

We do in principle retain all rights, especially the rights of use and exploitation for all results of our development work. If we transfer right of use for these, which we are in principle free to do, these are in principle only single, non-transferable rights of use which cannot be sublicensed and which are restricted to the duration of our contractual relationship. We are in principle not obliged to introduce any patent rights into existing research and development orders. The flow of information from the customer to us within the framework of the development orders does not in principle justify any joint copyright for development results. You will only receive a single, non-transferable licence for which you will be charged, which will permit you to manufacture our products yourself or have them manufactured in a case where we are not prepared or not in a position to supply contractual products of competitive quality and technology in sufficient quantities at a price in line with the market. When assessing the degree to which the price is in line with the market, the underlying price at the time of the last invoice is taken as a basis. The market price must be determined on the basis of this calculation in line with customary price increases. The licence fee is 15 % of the recent sale price.

### **2.**

We are in principle entitled to employ subcontractors. Auditing rights do in principle only exist in the case of and within the framework of a joint and mutual agreement. We will not however shut ourselves off from meaningful and appropriate auditing as long as this occurs within the customary framework and at customary intervals and does not result in publicising of company know-how. Any obligations to provide information with reference to products and production do not in principle oblige us to publicise WEH specific know-how with reference to material composition, alloys and other company internal know-how.

### **3.**

We are only obliged to make changes to the contractual products if appropriate additional costs are accepted. Agreed purchase quantities, order quantities and prices are in principle binding. All quality standards for our products are on hand on placement of the order. We will not accept additional quality requirements. If you indicate a defect in a product to us, we do in principle have the right to inspection and recovery of the defective item and also a right to rectification.

**4.**

Any change to our shareholder structure, the ownership structure, company management or a change to company capital do not have any effect on our contractual relationship and do not entitle you to terminate the contract. All information within the framework of the business relationship must be treated confidentially and not passed on to third parties.

**5.**

Our employer's liability insurance has a customary framework which we will be glad to show you at any time. There is no entitlement to any further agreement of employer's liability insurance. We are obliged to provide spare parts for a period of 10 years. Our deliveries of spare parts will occur at prices in line with the market. Warranty claims and liability claims do in principle only exist in line with German law. We do not in principle accept any general warranty claims and / or claims for compensation and / or general agreement for participation in guarantee, goodwill or other warranty and maintenance costs which go beyond this warranty. We only accept a German competent court of jurisdiction

Accepted

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Date, Signature