

General Terms and Conditions (GTC Dealer)

I. Legal relationship, application of HK's GTCs

1. The legal relationship between Heckler & Koch GmbH, Heckler & Koch-Str. 1, 78727 Oberndorf am Neckar, Germany (hereinafter referred to as "HK") and the contractual partner (hereinafter referred to as the "Dealer") is solely governed by the Purchase Agreement concluded in writing, including these additionally applicable General Terms and Conditions. The Purchase Agreement fully reflects all arrangements between the contracting parties on the subject of the contract. Verbal commitments by HK prior to the conclusion of this Agreement are not legally binding and are replaced by the written agreement.
2. If, by way of exception, a separate written purchase agreement is not made, the agreement is exclusively established based on HK's GTCs in the version applicable at the time when the offer was accepted. The following conditions thus apply to all current and future deliveries of goods and services by HK, even if they are not separately agreed upon again, unless different arrangements are made in an individual agreement. Terms and conditions of the Dealer or a third party do not apply, even if HK does not separately object to their application in individual cases. Even if HK refers to a piece of written correspondence which contains or makes reference to the terms and conditions of the Dealer or a third party, this does not constitute consent to the application of the terms and conditions contained therein.

II. Validity of the offer / conclusion of the contract / text form

1. All offers from HK are non-binding and subject to change unless they are explicitly stated to be binding. Unless otherwise agreed upon in writing, HK is entitled to make partial deliveries, as long as no discernible/obvious interest of the Dealer stands in the way of doing so.
2. The conclusion of an agreement on the subject of an offer requires the written confirmation of the order by HK, unless the offer explicitly states that confirmation of the order by HK is not necessary. If the Dealer's orders are received until the expiry of the offer's validity without changes on the part of HK, then no written order confirmation by HK will be required.
3. The Dealer shall review the content of the order confirmation from HK. The Dealer must give notice of any deviations without delay, otherwise the transaction shall go through with the content confirmed by HK. Deliveries from HK may depend on previous receipt of official permits. The Dealer declares that it possesses all necessary permits for the receipt, export and/or import of the goods and shall present them to HK if necessary.
4. Orders of the Dealer from a net minimum order value of 500.00 EUR are free of shipping costs. For orders below a net goods value of 500.00 EUR, the Dealer must pay the shipping costs. In exceptional cases HK can decide to deviate from this regulation.
5. Declarations in text form which are transferred or recorded via electronic media are deemed equivalent to the written form, unless explicitly agreed upon otherwise.
6. Specifications from HK on the subject of the delivery or performance (e.g. weights, dimensions, utility values, durability, tolerance and technical data), as well as depictions thereof (e.g. drawings and illustrations) are only approximately definitive, unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or characterisations of the delivery or performance. Deviations which are typical in the trade and deviations which result from statutory regulations or which constitute technical improvements, as well as the replacement of components with equivalent parts are permissible as long as they do not impair usability for the contractually intended purpose.
7. HK reserves the ownership and/or copyright to all offers and cost estimates made by HK and drawings, illustrations, samples, prototypes, software, test results, calculations, brochures, catalogues, models, tools and other documents and auxiliary materials made available to the



Dealer. The Dealer may not make these items (neither themselves nor the content thereof) available to third parties, disclose them, make use of them themselves or by third parties, or reproduce them without the express consent of HK. At HK's request, the Dealer must return these items to HK in full and destroy any copies made if it no longer needs them for proper business operations or if negotiations do not lead to the conclusion of a contract. Exempt from this is the saving of data provided in electronic form for purposes of ordinary data backup.

III. Confirmation of receipt for weapons and military equipment

The Dealer, as recipient of weapons and military equipment, must confirm the receipt of the goods to HK in written form for each individual delivery immediately upon receipt.

IV. Export Compliance

1. The Dealer undertakes not to sell, export or re-export any products manufactured and/or supplied by HK or parts thereof, directly or indirectly, to countries that are not member states of the EU, NATO or NATO-equivalent states. In particular, resale in embargoed countries or to persons or companies on an EU or US sanctions list that use or may use goods for military purposes, for NBC weapons or for nuclear technology is prohibited. By ordering the products, the Dealer declares compliance with the above regulations and relevant laws and regulations, and that the goods will not be delivered directly or indirectly to countries that prohibit or restrict the import of these goods.
2. The Dealer undertakes to use, distribute or otherwise provide products and services manufactured and/or supplied by HK, regardless of whether they are goods, technology, software or services, all for the respective business to comply with applicable customs and export control regulations, foreign trade laws and sanctions. With each order, Dealer confirms that it is not directly or indirectly under the control, ownership or common control of any person, organization or company included in a sanctions list. The Dealer will immediately inform HK of any changes in this regard. In addition, the Dealer undertakes to comply with the signed dealer and end-use declarations without exception. HK assumes no liability for this.
3. The sale or resale of products manufactured and/or supplied by HK and services provided by HK as well as any associated technology may be subject to German, EU, US export control law and, if applicable, the (export control) law of other countries or may be dependent on the existence of official approvals or prohibited. The Dealer will actively inform himself about such requirements and is solely responsible for resale. If the delivery includes an export by HK that requires approval, the contract is only considered concluded upon receipt of the respective approval. If deadlines and dates cannot be met due to delays in the approval process, the delivery period will be extended and the delivery date will be adjusted according to the delay, unless HK is demonstrably responsible for this delay. HK is therefore not liable for delays or non-performance for which the relevant authorities or the Dealer or its customer are responsible, regardless of HK's confirmation of the order or delivery schedule. HK assumes no liability for the possibility of sale or resale.
4. The Dealer agrees to provide all information reasonably requested by HK for export compliance purposes, including but not limited to information about the end user, final destination and intended end use. The dealer agrees to provide proof of use and/or end-use confirmation upon request, even if these are not officially required.
5. The Dealer will do its best to ensure, through agreements with its customers, that the purpose in accordance with paragraph 3 is not carried out by the customer or, in the event of the products being passed on, whether as part of redistribution or in whatever form, by its customers is prevented and imposes identical obligations on them in the event that the products are passed on in the distribution chain. As far as is reasonable, it will monitor compliance with the obligations of these third parties and have the corresponding transfer of the obligations presented to him. The Dealer will provide HK with information on compliance with the obligations set out in the foregoing sentences within two weeks of request.

6. If the Dealer violates the obligations of these export compliance regulations, HK is entitled to withdraw from the contract. In addition, the Dealer is obliged to indemnify HK against all claims, including fines, penalties and reasonable legal costs.

V. Prices and costs, payment conditions

1. Only the prices stated in the order confirmation for the performances contained therein are definitive. Additional or special performances are billed separately. Unless stated otherwise, all price specifications are in Euros and do not include value-added tax. All transport and packaging costs, freight and insurance fees, transport insurance costs, customs, fees and public taxes are to be assumed by the Dealer, even if the delivery is carried out by a company chosen by HK. In case of price increases with HK's upstream suppliers, as well as unexpected increases in wage and transport costs, HK is entitled to increase the prices appropriately — unless a fixed price agreement was made — or it may withdraw from the Agreement if the increase exceeds 10 percent of the purchase price. Damage compensation claims of the Dealer are excluded.
2. The prices stated are ex works (EXW) according to the version of INCOTERMS in effect at the time of offer acceptance.
3. Invoices issued by HK are due for payment within 30 days of invoicing free of any expenses and deductions, unless other arrangements have been agreed to in individual contracts. The receipt of the money on the specified account is decisive for the timeliness of payment. Bills of exchange or cheques are only accepted upon written agreement, only on account of payment, and rule out a discount deduction. Discount interest as well as all bank charges shall exclusively be borne by the Dealer.
4. In the event of default of the Dealer with a (partial) payment, suspension of payment or protest of a bill, HK shall be entitled to demand immediate payment on all outstanding receivables and/or require payment in advance or collateral for future deliveries and performances. HK can also require collateral for future deliveries and performances if, after conclusion of the Agreement, circumstances come to light which significantly reduce the Dealer's creditworthiness and which jeopardise the payment of HK's outstanding receivables from the respective contractual relationship by the Dealer. If the Dealer refuses to pay in advance or render collateral, HK will be entitled to withdraw from the Agreement without setting a grace period.
5. HK is entitled to demand default interest of 9 percentage points above the base interest rate p.a., regardless of the possibilities of asserting damages actually incurred. The Dealer undertakes to compensate any reminder costs and collection expenses which HK may incur for appropriate legal action in the event of default on payment. In any case, this consists of a flat rate of EUR 40.00 as compensation for operating costs as per § 288(5) German Civil Code.
6. Offsetting with counterclaims which are disputed or not enforced by law or claims from other legal transactions of the Dealer is excluded, as is the assertion of a right of retention.

VI. Delivery, Delay in delivery, shipping and transfer of risk

1. Unless agreed upon otherwise, delivery is deemed to be agreed upon as ex works (EXW according to INCOTERMS in the version in effect at the time the offer was accepted). HK exclusively delivers with insurance. Reference is made to Article V.1. with respect to cost assumption.
2. HK is only obliged to perform the performance once the obligations assumed by the Dealer have been fulfilled. Deadlines and dates proposed by HK for deliveries and performances are always only deemed to be approximate, unless a fixed date or deadline is explicitly approved or agreed upon. If shipping is agreed upon, the delivery dates and periods relate to the time of transfer to the forwarding agent, freight carrier or other third party commissioned with the transport. If the forwarding agent or freight carrier is commissioned by the Dealer, the time when the goods are provided shall apply.



3. HK's delivery obligation and the respective delivery/service time(s) are subject to the timely and correct self-delivery of HK by its suppliers, unless HK is responsible for incorrect, late or non-delivery.
4. Irrespective of its rights from default on the part of the Dealer, HK may demand an extension of delivery and performance deadlines or a deferral of delivery and performance deadlines from the Dealer by the period of time in which the Dealer fails to fulfil its contractual obligations towards HK. Subsequent requests for changes or additions from the Dealer shall extend the delivery time accordingly, plus an appropriate start-up period.
5. HK's liability for damage caused by delay due to slight negligence is capped at a maximum of 5% of the purchase price agreed between HK and the Dealer. In the event of gross negligence, HK shall be liable for damage caused by delay up to the value of the goods not delivered on time, but no more than the amount covered by HK's insurance. Further claims by the Dealer are excluded. These provisions take precedence over Section X.
6. HK assumes no liability for impossibility of delivery or delivery delays caused by force majeure or other events unforeseeable at the time when the Agreement was concluded (such as any kind of operating interruptions, difficulties in material or energy procurement, transport delays, strikes, legal lockouts, lack of manpower, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or outstanding, incorrect or late supply from suppliers) for which HK is not responsible. If such events severely hinder or preclude HK from delivery or performance and the hindrance is not only temporary in duration, but HK shall also be entitled to withdraw from the Agreement. If the Dealer cannot be expected to accept the delivery or performance due to the delay, it may withdraw from the Agreement by way of an immediate written statement to HK.
7. The Dealer is obliged to accept deliveries and performances from HK. Goods not accepted by the agreed delivery date will be stored for a maximum of 10 weeks at the risk and expense of the Dealer. The Dealer shall assume the costs of storage. The storage costs amount to 0.25 percent of the net invoice amount for the delivery items to be stored for each full week. The right to assert and prove additional or lower storage costs is reserved. At the same time, HK is entitled either to insist on fulfilment of the Agreement or, after setting a reasonable grace period, to withdraw from the Agreement and make use of the goods elsewhere. Further claims for compensation of damages incurred to HK remain unaffected. A penalty of 0.5 percent of the net invoice amount of the unaccepted goods – albeit not more than 5 percent of the net invoice amount of the order in question – will be due for each week of non-acceptance.
8. In the case of periods and dates which are not explicitly defined as being fixed in the order confirmation, the Dealer may set a reasonable period for delivery. This period shall amount to at least four weeks. HK can only fall into arrears once this period has elapsed. The Dealer is only entitled to withdraw from the Agreement via registered letter, unless the hindrance is only temporary in nature and the deferral of the delivery date is reasonable for the Dealer.
9. If the Dealer is entitled to a contractual or statutory right of withdrawal and HK sets a reasonable deadline for the Dealer to exercise it, then the right of withdrawal will expire if withdrawal is not declared by the time the deadline elapses. The right of withdrawal always only relates to the part of the delivery or performance to which the default applies.
10. The risk of accidental deterioration, loss or destruction is transferred to the Dealer as soon as the delivery item has been transferred to the transport company or other shipping person (in which the beginning of the loading process is decisive) or, in the case of delay in acceptance by the Dealer, starting with the ready-to-ship notice. This also applies if partial deliveries are made or HK has assumed additional other performances. In case of delay in acceptance, HK is entitled to request compensation for the expenses which HK has incurred, such as (but not limited to) storage costs in particular. Storage costs after transfer of risks shall be assumed by the Dealer. In case of storage by HK, the storage costs shall amount to 0.25 percent of the invoice sum for the delivery items to be stored for each full week. The right to assert and prove additional or lower storage costs is reserved.



11. The type of shipping and packaging are subject to the conscientious discretion of HK.
12. If acceptance has to take place, the purchase item is deemed to have been accepted if:
 - a) the delivery is accepted,
 - b) HK notified the Dealer of this with reference to an assumed acceptance in accordance with this VI. (6) and requested it to accept the delivery,
 - c) twelve business days have elapsed since the delivery or the Dealer has begun using the purchase item and in this case six business days have elapsed since delivery and
 - d) the Dealer has refrained from acceptance within this time for a reason other than a deficiency notified to HK which precludes or significantly impairs the use of the purchase item.

VII. Retention of title

1. HK retains ownership of the delivery (reserved goods) until complete and unconditional receipt of payment. The Dealer bears the entire risk for the goods, in particular for the risk of destruction, loss or deterioration, and is obliged to keep and insure the goods properly. The Dealer already assigns its corresponding rights from the insurance contracts to HK upon conclusion of this Agreement. HK accepts the assignment.
2. The Dealer is only entitled to process the reserved goods further, combine or mix them with other items or resell them in the scope of proper business operations and as long as it is not in default. If the reserved goods are processed, combined or mixed with other goods by the Dealer, HK shall be entitled to co-ownership to the new item at the proportion of the invoice value of the delivery to the value of the other goods. Should HK's ownership cease to exist as a result of this, the Dealer already now transfers the ownership rights to which it is entitled to the new asset or item in the extent of the value of the reserved goods and shall keep them for HK at no charge.
3. Until the purchase price is paid in full, the Dealer assigns all of the receivables and security rights to which it is entitled from the resale to HK in lieu of payment. The Dealer is obliged to ensure the transfer of the receivables to which it is entitled from the resale to HK and make a note of this assignment in its books. The Dealer is authorised until revoked to collect the receivables assigned to HK.
4. If the Dealer defers the purchase price for its buyer, it must reserve title to the reserved goods under the same conditions under which HK had reserved title to the goods. Otherwise, the Dealer is not entitled to resale. Pledging or assigning security on goods under retention of title is not permitted. Any attachments made by third parties, or other access to the reserved goods are impermissible without the consent of HK and must be reported to HK without delay. All costs for intervention shall be borne by the Dealer, insofar as they cannot be collected from its purchaser. If a current account relation exists between the Dealer and its purchaser, the balance claim from the current account shall be assigned to HK.
5. If the Dealer is in default on payment, HK shall be entitled to secure the delivery and inform the repurchasers of the goods whom the Dealer had reported to HK of the assignment and demand payment to HK. This does not relieve the Dealer from its obligations from the Purchase Agreement, in particular payment. In case of seizure of deliveries which are under HK's retention of title, as well as announcement of insolvency proceedings, the Dealer shall inform HK without delay so that HK can assert its right to separation to the delivery under retention of title. To secure the delivery, the Dealer grants HK the right to enter the premises of the Dealer and remove the delivered items and view all documents and request all disclosures in order to determine the extent of the rights from the retentions of title and extended forms thereof.
6. If HK asserts its retention of title and takes back the goods, credit for the goods taken back due to retention of title shall be given in observance of a reasonable price reduction based

on the duration of storage, wear and other circumstances; VII No. 5 pg. 4 applies accordingly.

7. If the realisable value of the securities exceeds the receivables of HK towards the Dealer by more than 10 percent, HK shall release the securities at its discretion upon request of the Dealer.

VIII. Right of modification, Dealer's modification requests

1. Specifications in catalogues, brochures, etc. are non-binding and only become part of the Agreement if they are explicitly referred to in the order confirmation. Modifications to the design and/or technical specifications, deviations from drawings and catalogues are deemed to be approved in advance if they appear necessary for reasons of changes to the law, improvement of the goods' performance or due to unavailability of components or assemblies and the acceptance is reasonable to the Dealer. The Dealer's right of withdrawal based on the aforementioned modifications is excluded.
2. Addition or modification requests of the Dealer shall only be effective upon issue of a written order confirmation corresponding to these addition or modification requests by HK. With the exception of managing directors and authorised representatives, employees of HK are not entitled to make verbal agreements differing from the written Agreement.

IX. Notice of defects, warranty, HK-Guarantee for new products, product liability

1. The warranty period is one year after delivery or, if acceptance is necessary, after acceptance. This period does not apply to damage compensation claims of the Dealer due to harm to life, limb or health or due to wilful or grossly negligent breaches of obligations on the part of HK or its vicarious agents, each of which will lapse in accordance with statutory regulations.
2. The delivered goods are to be inspected thoroughly immediately after delivery to the Dealer or third party determined by the Dealer. With respect to obvious defects or other defects which would be recognisable upon immediate through inspection, they are deemed to be approved by the Dealer if HK does not receive a written notice of defects within seven (7) business days as of delivery. With respect to other defects, the delivery items are deemed to have been approved by the Dealer if HK does not receive a written notice of defects within seven (7) business days as of the time when the defect appeared; if the defect was already obvious during normal use at an earlier point in time, this earlier time shall be decisive for the beginning of the defect notification period. A delivery item subject to complaint shall be returned to HK carriage free upon request of HK. If the defect notice is justified, HK will pay for the costs of the least expensive shipping route. This does not apply if the costs increase because the delivery item is located at a place other than the place of intended use, in which case only the costs of shipment from the place of intended use to the headquarters of HK will be paid for.
3. In case of material defects with the delivery items, HK shall initially be obliged to rectify the goods or deliver replacement goods, at its discretion. In the event of ultimate failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay in rectification or replacement delivery, the Dealer may withdraw from the Agreement or reduce the purchase price appropriately.
4. The Dealer is not entitled to warranty claims for goods which the Dealer sells as scrap or used material. The warranty is furthermore excluded in cases in which the HK operating and maintenance instructions were not followed. The operating and maintenance instructions are to be read carefully as soon as possible and shared with or made accessible to all persons coming into contact with HK products.
5. In case of defects with components from other manufacturers which HK cannot rectify for licensing or factual reasons, HK shall, at its discretion, assert its warranty claims against the manufacturer and supplier on behalf of the Dealer, or assign them to the Dealer. Warranty



claims against HK for such defects only exist under the other conditions and as provided for by these General Delivery Conditions if the legal enforcement of the above-mentioned claims against the manufacturer or supplier was unsuccessful or is futile, e.g. for reasons of insolvency. The limitation period for the relevant warranty claims of the Dealer against HK is suspended for the duration of the legal dispute.

6. The warranty ceases to apply if the Dealer modifies the delivery item or has it modified by third parties without the consent of HK and this precludes or hinders the rectification of defects.
7. If, upon receiving notice of defects from the Dealer, HK is unable to detect a defect to which the warranty applies, HK shall be entitled to bill the Dealer for the costs incurred to inspect for defects.
8. HK-Guarantee towards the Dealer for new products
 - 8.1 Unless otherwise agreed, all new firearms from HK are subject to the HK warrants of 24 (twenty-four) calendar months described below with regard to all defects in design, material and workmanship, as well as the fulfilment of the product performance parameters in accordance with the product specifications agreed as valid, starting from the date of delivery by HK or delivery by third parties on behalf of HK in accordance with INCOTERMS as amended.
 - 8.2 Prerequisite for a service under HK-Guarantee is that all maintenance intervals and work have been carried out in accordance with the specifications of HK.
 - 8.3 In the event of a defect covered by the HK-Warranty, HK will remedy the defect. Within the framework of the rectification, HK can, at its own discretion, either replace or repair the defective part. Replaced parts become the property of HK. For the parts installed or repaired within the framework of the rectification of defects, the Dealer can assert warranty claims under the HK-Warranty until the expiry of the warranty period of the product.
 - 8.4 Claims against HK exceeding the rectification of defects are excluded from this guarantee. This guarantee does not include any claims for compensation such as e.g. damages or compensation for futile expenditure. This shall also apply if the defect cannot finally be remedied by rectification.
 - 8.5 The statutory rights of the Dealer as purchaser of the product are not restricted by this guarantee in the case of defects against HK as the seller of the product and possible claims from the Product Liability Act against HK as manufacturer of the product.
9. Neither the warranty nor the HK-Guarantee covers defects in the product that have arisen due to:
 - normal wear and tear or
 - unauthorized improper repairs, i.e. the product was improperly repaired, improperly maintained or improperly cared for by the Dealer himself or by a third party who is not an authorized partner of HK or
 - non-compliance with regulations concerning the operation, handling and care of the product (e.g. operating instructions) or
 - damage to the product by external influences or outside influences or
 - carrying out product modifications, in particular third-party superstructures, installations and removals which have not been approved by HK or
 - use of accessories that were not installed and/or supplied by HK or
 - improper storage or
 - improper handling or overuse of the product (firing more than 10.000 rounds) or
 - obstruction in the barrels or finish on the slide or
 - use of the firearm with defective, non-standard, remanufactured or reloaded ammunition or ammunition that has not been explicitly approved by HK for the specific weapon or



- failure to notify the defect immediately or
- the Dealer has not immediately given us the opportunity to rectify the defect despite being requested to do so.

X. Liability

1. HK assumes liability for the compensation of damages caused by wilful intent or gross negligence in accordance with statutory regulations.
2. For damage that has not occurred to the delivery item itself HK shall only be liable - for whatever legal reason:
 - a) in the case of intent,
 - b) in the event of gross negligence,
 - c) in case of injury to life, body or health,
 - d) in the case of defects which we have fraudulently concealed,
 - e) insofar as HK has assumed a guarantee
 - f) in accordance with the provisions of the Product Liability Actor
 - g) in the event of a breach of an essential contractual obligation (“Kardinalpflicht”).

If HK breaches an essential contractual obligation pursuant to section (2) lit. g) above, i.e. an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and the observance of which and on the fulfilment of which a contracting party regularly relies and may rely and may rely on, as well as an obligation the breach of which jeopardises the achievement of the purpose of the contract, with simple negligence, our obligation to pay compensation shall be limited to the foreseeable damage typical for the contract.

3. All damage compensation claims against HK, for whatever legal reason, shall lapse in one year as of acceptance of the goods by the Dealer, unless mandatory law provides for a longer limitation period.

XI. Exclusions of liability

1. HK's liability for consequential damages, indirect damages and financial losses, loss of profit, loss of interest, forgone savings and damages from claims of third parties is excluded to the extent legally permissible.
2. HK does not assume liability to any punitive damages.
3. If HK provides technical information or advice and this information or advice is not included in the contractually agreed scope of performance it owes, this is done free of charge and under exclusion of any liability.

XII. Intellectual Property rights

1. HK undertakes deliver the delivery item free of industrial property rights or copyrights of third parties in the country of the delivery location. Each contracting party shall inform the other contracting party in written form without delay if any claims due to the violation of such rights are asserted against it.
2. In the event that the delivery item violates an industrial property right or copyright of a third party, HK shall, at its discretion and at its expense, modify or replace the delivery item in such a manner that no rights of third parties are violated any longer, but the delivery item continuous to fulfil the contractually agreed functions, or shall procure the right of use for the Dealer by concluding a licensing agreement with the third party. Should HK fail to succeed within a reasonable timeframe, the Dealer shall be entitled to withdraw from the Agreement or reduce the purchase price appropriately. Any damage compensation claims of the Dealer are subject to the limitations of X. of these General Delivery Conditions.

3. In case of legal infringements by products of other manufacturers delivered by HK, HK shall, at its discretion, assert its claims against the manufacturers and upstream suppliers on behalf of the Dealer, or assign them to the Dealer. In such cases, claims against HK only exist as provided for in this paragraph if the judicial enforcement of the above-mentioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, e.g. for reasons of insolvency.
4. The Dealer is not entitled to acknowledge an infringement and shall leave the right to all defence measures to HK.
5. Upon placing an order, the Dealer assures that there are no rights of third parties to the data and information it provides to HK which would restrict or prevent use thereof by HK. Should rights of third parties nonetheless be violated by HK during performance, the Dealer shall indemnify HK of all claims and costs upon initial request.

XIII. Confidentiality

1. The contracting parties may neither exploit nor share with third parties any business or industrial secrets of the respective other party which they gain knowledge of during their business relationship without the consent of the other respective party unless the business or trade secrets are accessible to the public. This also applies to the time after the business relationship has ended.
The terms business and trade secrets include all business, commercial and technical information originating from HK, including product features, documents, pricing information, know-how, samples, prototypes, software or test results (confidential information). These must be kept secret by the Dealer from third parties as long as they are not verifiably publicly known or have been determined by HK to be passed on by the Dealer and may only be made accessible to those employees of the Dealer who must necessarily be called upon to fulfill the purpose of the contract and have previously been subject to a duty of confidentiality that is at least equivalent to this contractual regulation. Upon HK's request, all confidential information (including any copies or records made, if applicable) must be returned or destroyed immediately and in full and all use must be discontinued.
2. The Dealer shall not use or disclose any confidential information or trade secrets resulting from observation, examination, decompiling, reproduction, disassembly, reengineering and/or reverse engineering or testing of HK's publicly or non-publicly available products or items.

XIV. Data privacy

1. HK stores and processes the personal data of the Dealer within the framework of the DSGVO and other applicable data protection laws insofar as this is necessary for the provision of the contractual service. The stored data include in particular name, address, telephone and fax number, e-mail address, order, delivery and invoice address, ordered or delivered products or services, price, payment and reminder data. As a matter of principle, personal data will not be passed on to third parties, unless this is necessary for the provision of the service. The personal data will be deleted immediately after the purpose of use has ceased to exist or after the expiry of statutory storage periods.
2. Further information on data protection within the meaning of Art. 13 DSGVO can be found in the data protection information at www.heckler-koch.com.

XV. Applicable law and legal venue, miscellaneous

1. The exclusive application of the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the standards of conflicts of law is agreed upon for all claims resulting from the contractual



relationship between HK and the Dealer. This also applies to claims from the culpable violation of duties from precontractual contractual obligations as well as from tort law.

2. The exclusive legal venue for all disputes over rights and obligations from the business relationship between the Dealer and HK is, to the extent legally permissible, Stuttgart. However, HK is also entitled to take action at the domicile of the Dealer.
3. Should individual clauses of these conditions be invalid or void, it will not affect the validity of the remaining clauses or parts thereof. In this case, the legally ineffective, invalid and/or void provision is to be replaced by one which is valid and legally effective and corresponds in economic effect to the provision being replaced, to the extent possible and legally permissible.
4. Addenda and amendments to the agreements made, including these General Terms and Conditions, must be made in written form to be effective. Transmission via telecommunication is sufficient to meet the written form, in particular via fax or E-mail, as long as the copy of the signed declaration is sent.