1. Scope of application

1.1 To the extent not otherwise agreed, these Standard Terms and Conditions of Purchase ("Terms and Conditions") shall govern the legal relationships between the Contractor Company and the PreZero Company.

1.2 These Terms and Conditions shall apply exclusively. Conflicting or additional terms and conditions of the Contractor Company shall not be incorporated into the Agreement except to the extent the PreZero Company expressly consents to their application in writing. These Terms and Conditions shall also apply in those cases where the PreZero Company accepts the Contractor Company's performance in full knowledge of the latter's conflicting or differing terms and conditions.

1.3 These Terms and Conditions shall furthermore apply to all future transactions with the Contractor Company.

2. Formation of contract

The acceptance period for the PreZero Company's orders shall be one week. Notice of the Contractor Company's acceptance must be given in writing or in text form.

3. Delivery, acceptance, transfer of risk and title, performance by third parties

3.1 Unless agreed otherwise, deliveries are to be made "free domicile" ("DDP", Incoterms 2010) to the destination specified in the order. If no destination is specified and no other provision is made, the destination will be the location of the PreZero Company's branch placing the order. The Contractor Company shall also assume the costs of unloading deliverables.

3.2 In the case of deliverables, the destination (clause 3.1) shall be both place of performance (*Erfüllungsort*) and place of fulfillment (*Erfolgsort*). For other goods or services, the place of performance and place of fulfillment shall be the location of the PreZero Company's branch placing the order, unless agreed otherwise.

3.3 In the case of deliverables, the PreZero Company shall receive a delivery note containing the following information: the PreZero Company's order number, the name of the party placing the order, item numbers of the PreZero Company and the Contractor Company, serial number (if any), quantity (excluding price), place of departure of the goods, delivery address and delivery date. The Contractor Company shall have the receipt of delivery confirmed by having the PreZero Company sign and date the delivery note.

3.4 If the PreZero Company is contractually or legally obligated to accept the goods or services, formal acceptance will be required. The Contractor Company shall give the PreZero Company at least two weeks' advance written or text notice of readiness for acceptance. The parties shall prepare a joint acceptance report indicating the nature and scope of any defects as well as the timeframe for remedying any such defects.

3.5 In the case of deliverables, the risk of accidental loss or accidental deterioration of the goods or services shall pass to the PreZero Company at the place of performance. If the PreZero Company is contractually or legally obligated to accept the goods or services, the risk shall pass to the PreZero Company upon acceptance.

3.6 Concurrent with the transfer of risk, title in the goods shall pass to the PreZero Company directly and free and clear of any and all encumbrances.

3.7 The partial provision of goods/services is only permitted subject to the PreZero Company's prior consent.

3.8 Unless performance *in personam* has been agreed, the Contractor Company may engage third parties to perform its obligations (e.g., subcontractors). The Contractor Company shall notify the PreZero Company in advance of its intention to engage third parties. The PreZero Company may object to the use of a third party if it has good cause to do so (e.g., such third party is unreliable or a competitor).

4. Dates, deadlines, delays

4.1 Agreed dates and deadlines shall be binding.

4.2 The Contractor Company may not commence its performance prior to the agreed date except with the PreZero Company's prior consent.

4.3 If delays are expected or occur, the Contractor Company shall promptly notify the PreZero Company thereof in writing, specifying the reasons for and the expected duration of the delay. Specifically, the Contractor Company shall notify the PreZero Company promptly if it is unable to perform by the agreed date because it requires materials or assistance to be provided by the PreZero Company.

4.4 In the event of default on the part of the Contractor Company, the PreZero Company may claim a contractual penalty in the amount of 0.3% of the net order value per working day of the delay, but not more than 5% of the net order value. The PreZero Company must assert the contractual penalty claim upon payment of the agreed remuneration at the latest. The foregoing shall not affect any further claims on the part of the PreZero Company or the Contractor Company's right to show that less damage was incurred.

5. Prices, billing

5.1 The agreed prices are fixed prices and are net of statutory VAT.

5.2 Unless otherwise agreed, prices shall include all agreed goods or services and agreed ancillary services of the Contractor Company (e.g., assembly, installation) as well as all incidental expenses (e.g., proper packaging, travel expenses, shipping costs, customs duties and other charges).

5.3 The Contractor Company shall prepare a correct and proper invoice in accordance with applicable laws and regulations and containing the following information: PreZero Company's order number, name of the party placing the order, item numbers of the PreZero Company and the Contractor Company, quantity, place of departure of the goods (in case of deliverables), company designated as the service recipient, delivery address, delivery date, agreed bank account details. Invoices shall not be enclosed with deliveries, but sent as a PDF document to the general e-mail address stated in the order for invoice processing. Invoices may only be sent by mail in exceptional cases as agreed with the customer, in which case they are to be mailed to the stated mailing address.

5.4 To the extent not otherwise provided, the payment term for all invoices shall be 30 days, 3% cash discount, 60 days net. The payment term shall commence upon receipt of an invoice complying with the requirements of clause 5.3. If the PreZero

Company receives the invoice before receiving the goods/services, the payment term shall commence upon receipt of the goods/services. If the PreZero Company is contractually or legally obligated to accept the goods/services and the PreZero Company receives the invoice before accepting the goods/services, the payment term shall commence upon acceptance of the goods/services.

5.5 Interest on late payments in accordance with section 353 of the German Commercial Code (*Handelsgesetzbuch* – HGB) will not be charged.

5.6 The Contractor Company's rights to set off or to withhold performance may only be exercised with counterclaims that are uncontested, ripe for adjudication or have been declared final and binding by a court of law. The Contractor Company may exercise its right to withhold performance only if its counterclaim is based on the same contractual relationship.

5.7 Payments may be made only to the Contractor Company. The Contractor Company may not assign its claims against the PreZero Company to third parties. Section 354a of the HGB shall remain unaffected, i.e., the assignment may be valid, but the PreZero Company may still discharge its obligations by effecting payment to the Contractor Company.

6. Merchantability

6.1 The Contractor Company warrants that at the time the risk of loss transfers to the PreZero Company, the goods/services shall comply with the state of the art and be of merchantable quality at the location of the PreZero Company's branch placing the order; specifically it warrants that all applicable requirements as to condition, quality, design, materials, safety and recyclability shall be met. The Contractor Company warrants that when providing goods/services on site, it shall comply with the applicable local laws and rules and regulations, in particular relating to consumer and environmental protection, occupational health and safety and hazardous substances or materials, as well as building codes and laws relating to public health. The Contractor Company shall conduct the necessary procedures in accordance with applicable legal requirements in its own name and on its own account, i.e., it shall procure the necessary permits, authorizations, licenses or registrations (including those within the scope of Regulation (EC) No 1907/2006 ("REACH")) and shall issue the necessary reports, notifications and disclosures. If necessary, the Contractor Company shall on its own account appoint a suitable representative, e.g., within the scope of REACH, as its only representative within the meaning of article 8 REACH.

6.2 The Contractor Company shall fulfill all its legal obligations to inform the PreZero Company arising from the implementation of the requirements under clause 6.1 in particular concerning deliveries containing hazardous substances or materials, existing take-back, recycling or recovery obligations as well as within the scope of article 8 (3) REACH. Upon request, the Contractor Company shall furthermore inform the PreZero Company of any and all measures taken to meet the requirements set out under clause 6.1 by submitting the appropriate documentation (e.g., declarations of conformity, inspection reports).

6.3 Requirements of the PreZero Company shall not release the Contractor Company from the obligations under clause 6.1 and 6.2 with respect to implementation.

6.4 In the case of goods that are subject to legal take-back and recovery requirements, specifically those that fall within the scope of the EU member states' right to implement the Directives on Waste Electrical and Electronic Equipment (2012/19/EU), the Contractor Company shall be required to take back and recover the goods free of charge upon request of the PreZero Company.

7. Warranty

To the extent not otherwise stipulated below, the statutory provisions on defects in quality and defects in title shall apply.

7.1 The PreZero Company may, at its option, require the Contractor Company to remedy the defect or replace the goods with conforming tender.

7.2 If the Contractor Company fails to cure performance within a reasonable grace period set by the PreZero Company, the PreZero Company may remedy the defect itself at the Contractor Company's expense.

7.3 The Contractor Company shall indemnify the PreZero Company upon first demand against any claims asserted by third parties for defects, in particular based on non-merchantable tender or non-compliance with applicable rules and regulations under clause 6.1, except where the Contractor Company is not at fault for the defect or the PreZero Company's warranty claims are time-barred.

7.4 The warranty period for defects shall be 36 months from the date on which risk of loss transfers.

8. Liability, product liability, third party actions

8.1 The parties shall be liable in accordance with the statutory provisions.

8.2 Where the Contractor Company is responsible for a product defect, it shall indemnify the PreZero Company against third-party damages claims upon first demand to the extent the cause of such defect lies within its sphere of control and organization and the Contractor Company itself is liable as against third parties.

8.3 The Contractor Company's liability for product defects shall also extend to reimbursing any expenses arising out of or in connection with a recall campaign conducted by the PreZero Company. To the extent possible and reasonable, the PreZero Company shall inform the Contractor Company as to the terms and scope of the recall campaign and, where necessary, give it an opportunity to comment thereon.

8.4 If third parties bring legal action (in particular product liability suits), the Contractor Company shall at the PreZero Company's request submit to the jurisdiction and venue of any national court where such legal action is brought.

8.5 The Contractor Company may not assert any claims in court against the PreZero Company based on class action suits. Moreover, the Contractor Company shall promptly request exclusion from or otherwise opt out of any class action suit against the PreZero Company purporting to be brought on the PreZero Company's behalf.

9. Antitrust liability

9.1 If with respect to the goods/services purchased by the PreZero Company, the Contractor Company is shown to have been involved in any anti-competitive practices deemed unlawful under European or national law, the PreZero Company shall have a claim to liquidated damages for the period of proven involvement in the infringement ("Relevant Period").

9.2 In cases of proven price fixing and customer sharing, liquidated damages may be claimed in an amount equivalent to 5% of the revenue generated by the infringing goods/services of the Contractor Company provided to the PreZero Company within the Relevant Period.

9.3 In cases of unlawful exchanges of information between competitors, liquidated damages may be claimed in an amount equivalent to 0.3% of the revenue generated by the infringing goods/services of the Contractor Company provided to the PreZero Company within the Relevant Period, up to a maximum of EUR 25,000.

9.4 The Contractor Company shall have the right to show that less damage was incurred. The PreZero Company shall have the right to assert further claims for damages.

9.5 Liability for damages shall attach even if the Agreement has already expired or been terminated when the claims are asserted.

9.6 Involvement in an unlawful anti-competitive practice must be proven by a final and binding decision of an administrative agency or court of law or by execution of a corresponding settlement.

10. Intellectual property

10.1 Should the parties' cooperation result in know-how, copyrighted works (e.g., individual software and updates of standard software, including the source code), inventions, designs, marks, designations, ideas, documentation, reports, data or documents ("Work Products"), the following shall apply:

- The Contractor Company shall hereby irrevocably transfer to the PreZero Company the intellectual property rights to or in those Work Products for which remuneration has been separately agreed. The PreZero Company hereby accepts the transfer. To the extent the transfer of such rights requires that the Contractor Company issue declarations or perform acts vis-à-vis third parties, the Contractor Company undertakes to issue any such declarations and perform any such acts as necessary and appropriate. To the extent that the rights cannot be transferred in full, the Contractor Company shall grant the PreZero Company an exclusive, transferable, sublicensable, worldwide, perpetual and unlimited license in such Work Products, including the right to comprehensively exploit, produce, edit and adapt the Work Products and excluding the Contractor Company itself therefrom. The agreed remuneration is paid in consideration of any and all claims of the Contractor Company in connection with the aforementioned grant of rights.
- In the case of Work Products for which no remuneration has been agreed and which were developed jointly by the parties, the right to or in the intellectual property, including any joint copyrights and related rights in such Work Products, shall accrue to the PreZero Company and the Contractor Company jointly in proportion to their respective contribution to their development. The Contractor Company hereby irrevocably grants to the PreZero Company, albeit without remuneration, a non-exclusive, worldwide, perpetual and unlimited license in such Work Products, including the right to comprehensively exploit, produce, edit and adapt such Work Products, which license shall be transferable and sublicensable within the PreZero Group. For the term of the Agreement, albeit not longer than a period of five years from the date on which the respective Work Products are created, the Contractor Company shall be prohibited from using such Work Products for purposes of any cooperation with other food retailers.
- In the case of Work Products for which no remuneration has been agreed and which were developed independently by one of the parties, the right to or in the intellectual property, including any copyrights and related rights in such Work Products shall accrue solely to that party. The Contractor Company hereby irrevocably grants to the PreZero Company, albeit without remuneration, a non-exclusive, worldwide, perpetual and unlimited license in such Work Products, including the right to comprehensively exploit, produce, edit and adapt such Work Products, which license shall be transferable and sublicensable within the PreZero Group.
- Should the Contractor Company engage employees or third parties for purposes of creating Work Products, it shall ensure that the PreZero Company is granted the rights in its Work Products in the aforementioned scope.
- The Contractor Company shall notify the PreZero Company promptly in writing when any Work Products are created.
- Upon written request of the PreZero Company and automatically upon termination/expiration of the Agreement, the Contractor Company shall provide the PreZero Company with any and all documents and information concerning the Work Products complete and current as of that date without undue delay and in a format that can be used by the PreZero Company. Such documents and information shall include, in particular, the entire documentation, any and all design drawings, plans and other technical documentation with respect to the Work Products.
- The Contractor Company shall not register any intellectual property rights in Work Products without the PreZero Company's written consent.

10.2 The foregoing shall have no bearing on Work Products created outside the context of the cooperation.

10.3 The Contractor Company warrants that no third parties may assert any claims for copyright and related rights or other rights against the PreZero Company with respect to the contractual goods/services or any intellectual property rights (e.g., patents, utility models, trademarks, design patents) in the Work Products accruing to the PreZero Company hereunder.

10.4 The Contractor Company shall indemnify the PreZero Company upon first demand against any claims asserted by third parties based on the infringement of intellectual property rights or licenses granted in connection with the contractual goods/services or the Work Products accruing to the PreZero Company hereunder, except where the infringement is not based on a defect in title, or the Contractor Company is not at fault for the defect in title or the PreZero Company's warranty claims are time-barred.

11. Confidentiality

11.1 The parties shall treat confidential information disclosed by the other party as confidential for an indefinite term; specifically, they shall not disclose such information to third parties, shall protect it against unauthorized access and shall use it solely within the scope of the cooperation. The right of termination subject to a notice period with respect to this non-disclosure obligation shall be excluded. Confidential information shall include:

- the existence and terms of the Agreement;

- information developed or emerging in the context of the cooperation;
- any and all information or documents disclosed by one party to the other or to any PreZero Group company, or through the other party or any PreZero Group company in the context of the cooperation; and
- information about internal or organizational processes at the respective parties or any PreZero Group company to which the parties become privy in the context of the cooperation.

11.2 This non-disclosure obligation shall not apply if and to the extent that:

- the confidential information was already known to the other party prior to execution of the Agreement or is subsequently disclosed to it by a third party lawfully, i.e., without breach of any non-disclosure agreement, statutory provision or official order;
- the confidential information was in the public domain prior to execution of the Agreement or subsequently enters the public domain without any culpable breach of the above obligation;
- the confidential information was independently developed or obtained by the other party;
- disclosure is required in the context of the cooperation or to protect the legal interests of the party and such disclosure is made to agents who are bound in writing to the same non-disclosure obligation stipulated above or to advisors who are subject to a professional duty of confidentiality;
- disclosure is made by one PreZero Group company to another PreZero Group company that is bound in writing to the same non-disclosure obligation stipulated above;
- the disclosing party has released the receiving party from the non-disclosure obligation; or
- disclosure is mandated by law or other applicable legal provisions or by court or official order. In such case, the party subject to disclosure shall without undue delay notify the other party of the disclosure in writing or in text form and together the parties will determine the extent to which they may limit disclosure within the bounds of the law.

11.3 The Contractor Company may not use the cooperation as a reference vis-à-vis third parties, be it expressly or by allusion thereto.

12. Compliance

12.1 The Contractor Company warrants that all relevant legal provisions are being complied with within its area of responsibility and in particular also by third parties involved in the performance of the Agreement. The foregoing applies in particular with respect to compliance with anti-corruption, antitrust and data protection laws and all obligations arising in connection with U.S., European and other commercial, trade and financial sanctions. Specifically, the Contractor Company undertakes to ensure that its employees entrusted with the contractually agreed tasks and activities are familiarized with applicable data protection laws, and shall require such employees to commit in writing to maintaining data confidentiality. To the extent the Contractor Company processes personal data on the PreZero Company's behalf in the context of commissioned data processing, the parties shall first enter into a supplemental agreement stipulating the details thereof.

12.2 The Contractor Company declares that the staff employed by it or its subcontractors are not included on any proscribed lists within the meaning of Regulation (EC) 2580/2001 and Regulation (EC) 881/2002 (anti-terrorism regulations) or similar (particularly U.S.) lists or lists superseding the above, as amended from time to time, and that it and its subcontractors will not in future employ any such staff.

12.3 The Contractor Company shall comply with minimum social standards in conducting its business. In particular, this includes the minimum standards set forth in the PreZero Companies' Code of Conduct (see ANNEX to these Terms and Conditions), which the Contractor Company accepts as the basis of contract.

12.4 The Contractor Company shall not give inducements or gifts to employees, members of the governing bodies or vicarious agents of the PreZero Company or any of their related parties.

12.5 In particular, if the Contractor Company breaches the provisions of clauses 12.1 to 12.4 and fails to remedy the breach within a reasonable grace period which the PreZero Company shall be entitled to set, the PreZero Company may rescind the Agreement or terminate it for good cause.

12.6 The Contractor Company shall allow the PreZero Company to itself check compliance with the terms of clauses 12.1 to 12.5 (in particular the Code of Conduct) or to have such compliance checked by a third party bound by a duty of confidentiality (e.g., an auditor). For this purpose, the Contractor Company shall provide responses to the PreZero Company's queries without undue delay, shall provide all necessary information (e.g., documents) without undue delay, and shall allow the PreZero Company or the third party to conduct on-site inspections of its business. The Contractor Company shall require subcontractors it engages to provide the services to the PreZero Company to grant corresponding rights of audit in favor of the PreZero Company as well.

13. Miscellaneous

13.1 German law shall apply subject to the exclusion of its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with said Rules and without recourse to the ordinary courts of law. The expedited procedure shall not apply. The place of arbitration shall be Frankfurt am Main, Germany. The language of the arbitration shall be German.

ANNEX: PreZero Deutschland KG

Code of Conduct

Preamble

PreZero Deutschland KG and its companies (hereinafter "PZ" or the "Customer") consider social and environmental sustainability to be of great importance when they cooperate with business partners and across the entire delivery chain. The Code of Conduct therefore sets out the basic principles governing PZ's cooperation with contractors.

The principles enshrined in this Code of Conduct are non-negotiable minimum standards for our business relationships. The Code is based on accepted international guidelines and principles, particularly the Universal Declaration of Human Rights, the United Nations Global Compact principles, the OECD Guidelines for Multinational Enterprises and the fundamental Conventions of the International Labour Organisation

1. Work

1.1. Compliance with laws and professional standards

The national and other relevant laws and requirements applicable in the countries in which business is conducted must be complied with. The rule or provision setting the strictest standards shall apply. The contractor shall otherwise comply with all professional standards applicable in the industry in which it operates.

1.2. Discrimination

The contractor shall refrain from any form of discrimination. In particular, no person shall be disadvantaged on the grounds of their age, gender, sexual orientation, disability, nationality, ethnic background, race, skin color, religion, political persuasion or social background. Discrimination occurs if a person is directly disadvantaged on the grounds of the above or for other objectively illegitimate reasons.

1.3. Fair treatment

The contractor shall ensure that no rough or cruel treatment occurs in the workplace. This particularly includes sexual harassment, corporal punishment, mental and physical coercion and the verbal abuse of employees. No such conduct may be threatened against employees either.

1.4. Wages and working hours

The contractor shall comply with all applicable laws, requirements and industry standards relating to wages and working hours.

The contractor's employees shall be remunerated in accordance with the applicable wage laws or shall receive the minimum wage. The contractor shall pay the social security contributions required by law and the benefits to which employees are entitled under national law (e.g., insurance benefits, overtime pay and paid leave).

The work performed by employees shall be regularly and fully remunerated. Furthermore, employees shall receive clear and regular notification of the composition of their remuneration. The contractor shall not withhold any amounts for work equipment or resources.

Employees shall not work for longer than the working hours permitted by law. Official public holidays shall be observed. In addition, employees may not be regularly asked to work more than 48 hours per week and, including overtime, more than 60 hours per week. Overtime must be performed voluntarily and must be remunerated separately in accordance with national law. Every employee is entitled to at least one day off after six consecutive work days.

1.5. Freedom of association

The contractor guarantees its employees freedom of association. Employees have the right to hold meetings in accordance with applicable laws and to establish or join unions and representative bodies. Employees also have the right to engage in collective bargaining in order to resolve workplace and wage issues.

Under no circumstances may the exercise of such rights be met with threats of reprisal.

1.6. Safety and health

The contractor shall ensure a safe working environment. Workplaces and work equipment must comply with applicable laws and requirements. In particular, fire safety and emergency care standards must be complied with. It must also be ensured that workplaces are sufficiently hygienic. If the contractor provides accommodation to employees, the workplace requirements shall apply *mutatis mutandis* to such accommodation.

1.7. Freedom of job choice

Under no circumstances may the contractor impose forced labor or involuntary prison labor.

1.8. Disciplinary action

Disciplinary action must be in accordance with national law and internationally recognized human rights. No unreasonable disciplinary action may be taken, particularly including withholding pay, social security contributions or documents (e.g., identification cards) or placing a ban on leaving the workplace.

The contractor shall also respect its employees' right of termination.

1.9. Child labor and the protection of minors

The contractor shall not use child labor and shall comply with requirements relating to the protection of minors. The minimum employment age may not be lower than the legal school leaving age. Under no circumstances may employees be younger than 15 years of age, or 14 years of age if permitted under national law pursuant to ILO Convention 138.

National laws and international standards on the protection of minors must be complied with.

2. Environment

2.1. Environmental protection laws

The contractor shall comply with applicable environmental laws and regulations, as amended from time to time.

The contractor's operations shall meet waste law, emission control and water protection standards and requirements. The contractor shall comply with all regulations relating to hazardous substances. This particularly concerns the storage, handling and disposal of hazardous substances.

2.2. Resources and pollution of the environment

Pollution of the environment shall be avoided to the extent reasonably possible, or at least minimized. Protection of the environment is an ongoing challenge which can only be met by consistently improving the level of protection, achieved by permanently reducing the consumption of resources and reducing waste. The contractor shall make a reasonable effort to do this in the course of its business activities.

The consideration and assessment of energy-related performance is an important criterion in the procurement of energy-using products (EuP), equipment and services.

3. Compliance

3.1. Subcontractors

Subcontractors engaged by the contractor to provide the services to the Customer must comply with standards equivalent to those set forth in this Code of Conduct. The contractor shall inform them of the provisions of this Code of Conduct and shall require them to meet the requirements and standards set forth herein.

3.2. Reporting of breaches

The contractor shall notify the Customer without undue delay if it becomes aware of a suspected, not insignificant breach of this Code of Conduct. Such notification shall be in writing while preserving the legitimate interests of the contractor and having regard to the rights of employees, particularly data protection and trade secrets. The foregoing also applies to breaches at the subcontractor level.

3.3. Duty of cooperation and written reports

The Customer may require the contractor to provide a written report of breaches. The report must include a detailed description of the breach, the persons involved and the actual or potential consequences of the breach (e.g., regulatory action). The contractor shall cooperate with investigative measures taken by the Customer in relation to any breach.

3.4. Audits

The contractor will allow the Customer to audit its compliance with the Code of Conduct. For this purpose, the contractor shall provide written responses to the Customer's queries and shall allow the Customer to conduct on-site inspections of its business. The contractor shall grant access to its books to the extent required for the purpose of the respective audit. The Customer may engage third parties (e.g., auditors) to carry out the audit.

The contractor shall require subcontractors it engages to provide the services to the Customer to grant it corresponding rights of audit, also in favor of the Customer.

3.5. Termination

In the event of any breach of the obligations set forth in this Code of Conduct, the Customer may afford the contractor a reasonable period within which to remedy the breach or, if this is not possible due to the nature of the breach, may issue the contractor with a notice of breach. If the contractor fails to remedy the breach within the set period or repeatedly breaches the Code of Conduct, the Customer shall be entitled to terminate the agreement without notice for good cause. In the case of repeated or serious breaches, the Customer shall also be entitled to terminate the agreement without notice for good cause, even without setting a grace period or issuing a notice of breach. Further rights, particularly any potential claim for damages, shall remain unaffected.