



1. General provisions, scope of application, deviating terms and conditions, future transactions

- 1.1 These General Terms and Conditions (hereinafter "GTC") apply to all offers and declarations of acceptance as well as payments of NOYES Robotics GmbH ("NOYES"), to all deliveries and other services of NOYES (including cost estimates, ancillary services, consultations and information) and to all contracts concluded by NOYES as seller, supplier or contractor with the buyer or client (hereinafter "CUSTOMER"). The GTC apply only to entrepreneurs (Section 14 BGB), legal entities under public law and special funds under public law pursuant to Section 310 (1) sentence 1 BGB.
- 1.2 Deviating terms and conditions are valid only if NOYES expressly agrees to them in the individual case.
- 1.3 In their respective version, these GTC also apply within ongoing business relationships to all future contracts, even if they are not expressly agreed again.

2. Offers

- 2.1 An offer from NOYES is binding only if it is designated as binding. It then applies for the binding period stated therein. Until an offer has been accepted, offer prices may change, in particular due to exchange-rate and raw-material price fluctuations, such as on the oil and steel markets, and due to technical adjustments, and may be adjusted accordingly by NOYES.
- 2.2 Information on weight, dimensions, price, performance, etc., contained in particular on the internet, in catalogs, illustrations and price lists is non-binding, unless the NOYES offer expressly refers to it.

3. Conclusion of contract, written/text form

- 3.1 A contract is concluded only when the CUSTOMER accepts the offer from NOYES by placing an order, at the latest by accepting the delivery item. Commitments and ancillary agreements as well as supplements and amendments of any kind made before or upon conclusion of the contract are valid only if made in written or text form (letter, fax, email; hereinafter collectively "in writing").
- 3.2 In the event of contradictions, the NOYES offer together with its annexes shall have the highest priority, followed by these GTC.

4. Plans and documents/services

- 4.1 Both parties may rely on the documents transmitted and information provided by the other party being correct and complete. The CUSTOMER shall provide NOYES with all necessary information and data in full. It is further agreed that the CUSTOMER shall provide NOYES, where required, with applicable country-specific statutory provisions as well as standards and execution guidelines and shall inform NOYES of any changes to them during the term of the contract.
- 4.2 If the CUSTOMER notifies NOYES of requests for corrections or changes after receiving documents or during project implementation, NOYES shall review these requests for technical, cost and schedule feasibility and, where applicable, submit an offer.
- 4.3 Execution documents must be approved by both parties in order to be valid.
- 4.4 The CUSTOMER shall obtain all required official permits in due time and at its own expense. NOYES shall obtain permits only if this has been explicitly agreed in advance as an obligation of NOYES. If necessary, the contracting parties shall support each other in this respect. The costs and risk of obtaining such permits lie within the sphere of the party responsible for doing so.
- 4.5 NOYES is entitled to have the contractual services performed in part by subcontractors commissioned by NOYES.

5. Delivery or performance periods/delays

- 5.1 Binding delivery and/or performance dates must be expressly agreed as such. Promised dates are valid only if the execution documents are transmitted and approved by both parties on time. Any related delays shall be borne by the party responsible for them.
- 5.2 In the event of delays, the parties shall inform each other without undue delay and in writing and shall state the reasons. In such cases, the parties shall agree on an appropriate extension of the deadlines. If the CUSTOMER delays project execution, additional costs may arise, which NOYES shall pass on in accordance with statutory or

contractual provisions. In particular, the CUSTOMER shall ensure that all measures necessary for the proper construction of the system under this contract, especially construction measures on the building in accordance with the technical offer, have been completed and that no work is being carried out and no circumstances exist that could hinder NOYES in providing its services.

- 5.3 For the delivery of goods, the following applies: If the CUSTOMER is in default of acceptance with regard to a delivery item, it shall nevertheless pay the portion of the purchase price due as if delivery had taken place.
- 5.4 For work services, the following applies: If performance of the work services as well as the tests and acceptance pursuant to Section 9 is interrupted for an expected longer period due to a circumstance within the CUSTOMER's sphere of risk, without performance becoming permanently impossible, the services already performed shall be invoiced at the contract prices and, in addition, the costs already incurred by NOYES and included in the contract prices for the unperformed part of the service shall be reimbursed. A period of 10 working days or more shall be deemed a longer period. Further statutory claims of NOYES, in particular to reasonable compensation under Section 642 BGB, remain unaffected.
- 5.5 In the event of performance delays, and without prejudice to its other rights, NOYES may arrange for the delivery item to be stored at the CUSTOMER's cost and risk, unless the CUSTOMER is not responsible for the performance delay.

6. Price, payment terms, default in payment, set-off/right of retention

- 6.1 Unless otherwise stated or agreed, payments shall be made in accordance with the offer within 14 days from invoicing and performance, without deductions. If relevant laws, ordinances, directives or customary official approval practices change after conclusion of the contract, NOYES shall offer the CUSTOMER, against payment, any necessary changes to the delivery and service item (e.g. for conversion work).
- 6.2 The CUSTOMER may set off only such claims as have been finally and bindingly established, are ready for decision or are undisputed.
- 6.3 The CUSTOMER is entitled to exercise a right of retention only if its counterclaim has been finally and bindingly established, is ready for decision or is undisputed and arises from the same contractual relationship.
- 6.4 If the CUSTOMER is in default with an agreed payment, NOYES may demand default interest. The statutory interest rate shall be deemed agreed. NOYES reserves the right to assert further claims. In addition, in the event of payment arrears, NOYES may withhold performance of its own obligations until the outstanding payments have been received.

7. Ownership/passing of risk

- 7.1 Risk passes to the CUSTOMER:
 - a) in the case of delivery of goods, as soon as NOYES has made the goods available to the purchaser at the place of delivery in accordance with the provisions below
 - b) in the case of provision of work services, upon their acceptance.
- 7.2 All deliveries remain the property of NOYES until the system has been paid for in full by the CUSTOMER.
- 7.3 Delivery of the system components shall be made in accordance with the latest version of the INCOTERMS defined in the offer or, in the absence of another agreement, DDP (place of delivery), unloaded. If the CUSTOMER is in default of acceptance, risk passes to the CUSTOMER and the CUSTOMER shall bear all related additional costs.

8. Rights of use

- 8.1 Upon acceptance and subject to the condition precedent of full payment of the contract price, NOYES grants the CUSTOMER, with respect to the software included in the agreed scope of delivery and services (including programmable logic controller (PLC) and documents, collectively the "Software"), in relation to the system and only in connection with it, the non-exclusive, non-transferable but temporarily unlimited right to use the Software solely in object



- code at the location of the system in accordance with the agreed metrics (number of users or data points).
- 8.2 No rights other than those under Section 8.1 (rights of use) are granted to the CUSTOMER. The CUSTOMER is therefore prohibited from using the Software delivered under this contract for purposes other than use in connection with the system. The CUSTOMER is further prohibited from reproducing, distributing, editing, modifying, creating derivative works from, decompiling (contrary to statutory provisions), renting, leasing, selling, publishing or otherwise making the Software available to third parties for use, whether for payment or free of charge. If the CUSTOMER sells the system on which the Software is installed, the CUSTOMER is entitled to transfer the rights of use granted to it under this provision to the future operator. However, this applies only if the CUSTOMER ensures that the future operator of the system undertakes in writing to NOYES to comply with all terms of this contract. If the CUSTOMER ceases to use the Software, it must destroy the copies of the Software in its possession and completely and irretrievably delete the Software from its systems.
- 8.3 The CUSTOMER is expressly prohibited from combining any part or version of the Software supplied by NOYES with any other software or other copyright-protected work, or adapting it in such a way that any part or all of the Software supplied by NOYES would, under the applicable terms of use of third-party software, require NOYES to (a) make that part or version of the Software available in source-code form, (b) make that part or version of the Software available without compensation or with minimal compensation, (c) generate a license for the creation of derivative works, or (d) grant a third party rights of use or protective rights in any part or version of the Software of NOYES or its licensors. Parts of the delivered Software may be subject to a different license; these are governed exclusively by the applicable license terms and not by the NOYES license terms set out in this Section 8. Information about license terms used is contained in the Software delivered by NOYES; use of such software requires the CUSTOMER's express consent to such license terms.
- 8.4 The Software delivered under this contract is protected by copyright. All copyrights and ownership rights therein belong to NOYES and/or its licensors. The CUSTOMER shall protect the Software against misuse.
- 8.5 NOYES warrants that, at the time this contract is signed, NOYES neither knows nor should have known of any infringement of third-party protective rights (in particular intellectual property rights) by the Software delivered under this contract. NOYES shall indemnify the CUSTOMER against claims asserted by third parties due to infringement of such patent rights, copyrights or other protective rights. The CUSTOMER shall notify NOYES without undue delay in writing if claims are asserted against it and shall, at NOYES' own discretion, hand over the defense of such claims to NOYES and provide NOYES, to the necessary extent, with powers of attorney, information and support in defending such claims.
- 8.6 If the CUSTOMER is no longer able to use the system or parts thereof (including Software) due to a claim, lawsuit or other order based on an actual or alleged infringement of a third party's protective rights, NOYES shall, at its own expense, take all reasonable measures to enable the CUSTOMER to use the system or parts thereof. If NOYES is unable to do so within a reasonable time, NOYES shall, at its own discretion and expense, either (i) modify the system or parts thereof so that no infringement of protective rights remains; or (ii) replace the system or parts thereof with another system or parts that do not infringe third-party protective rights, provided always that such modification or replacement has no material adverse consequences for the functionality of the system.
- 8.7 Section 8.6 (rights of use) does not apply to claims, lawsuits or other orders based on an infringement of third-party protective rights (i) that relate to a specific process or product recommended or specified by the CUSTOMER; or (ii) that have arisen due to a modification of the system or Software or parts thereof that was not carried out by NOYES. If claims, lawsuits or other orders by third parties are based on the foregoing reasons, the CUSTOMER shall indemnify and hold NOYES harmless.
- 8.8 The CUSTOMER is responsible for securing its IT systems and the Software against data loss in accordance with the state of the art and for protecting them against unauthorized access. NOYES therefore assumes no liability for data loss.
- 8.9 The CUSTOMER is prohibited from making changes to trademarks, company identifiers, names, serial numbers, logos and other features used in the Software to identify the Software. Furthermore, the title, copyright notices and other markings on the Software may not be changed. Use of NOYES trademarks requires the written consent of NOYES.
- 9. Tests and acceptance**
- 9.1 For work services, the following applies: Acceptance of the system by the CUSTOMER takes place by demonstrating the contractually agreed characteristics. The parties shall prepare and sign an acceptance protocol for the operational handover (Betriebsbereite Übergabe, "BBÜ"). The BBÜ takes place after commissioning of the system and completion of the agreed training and constitutes the only handover time provided for under the contract. Upon successful BBÜ, the system is deemed handed over to the CUSTOMER, taken over by the CUSTOMER and formally accepted.
- 9.2 Minor defects do not prevent the CUSTOMER from taking over and accepting the system. These defect items shall be recorded in writing, their remedy scheduled jointly and processed by NOYES accordingly.
- 9.3 The CUSTOMER is entitled to test the system before BBÜ1 at its own responsibility. The CUSTOMER is not obliged to carry out such tests. The performance or omission of such tests shall have no adverse legal or factual consequences for NOYES; in particular, this does not establish any further cooperation, inspection, notice or liability obligations of NOYES and does not affect the requirements for or timing of BBÜ1, takeover or acceptance.
- 9.4 The service is deemed accepted if, after corresponding notification and the setting of a reasonable deadline by NOYES, the CUSTOMER has not refused it within the deadline while stating at least one defect.
- 10. Warranty/performance disruptions**
- 10.1 NOYES warrants that the delivery item or service complies with the contractually agreed requirements and is free from defects.
- 10.2 NOYES has no warranty obligation for errors caused by the CUSTOMER using or modifying the system contrary to the contractual requirements or failing to monitor, clean and maintain it with due care. The warranty obligation does not extend to defects, damage or malfunctions attributable to ordinary wear and tear, improper or non-designated handling, excessive use, the use of unsuitable operating materials or any other non-intended manner at the instigation of the CUSTOMER or third parties attributable to it.
- 10.3 With the exception of claims for damages due to defects, all warranty claims of the CUSTOMER become time-barred within twelve (12) months. The limitation period begins upon delivery or, if acceptance has been agreed and in the case of work services, upon acceptance, but no later than 1 month after takeover of the system by the CUSTOMER (date of takeover protocol). If the CUSTOMER puts the system into operation after takeover beyond mere testing without notifying a defect, the limitation period begins upon commissioning.
- 10.4 For the delivery of goods, the following applies: The CUSTOMER must inspect the goods without undue delay after delivery. Obvious defects must be reported to NOYES in writing without undue delay, but no later than within one (1) week after delivery. Hidden defects must likewise be reported to NOYES in writing without undue delay, but no later than within one (1) week after discovery of the defect. If such notice is not given, the delivery shall be deemed free of defects and approved. NOYES is entitled to make the owed subsequent performance dependent on the CUSTOMER paying the purchase price due. If the CUSTOMER gives timely notice of a defect, it shall, at NOYES' option, be entitled to free rectification of the



defect or delivery of a defect-free item (subsequent performance).

- 10.5 For work services, the following applies: The CUSTOMER is obliged, failing which warranty for this defect shall be excluded, to notify a defect without undue delay, but no later than within one (1) week after it becomes apparent, in writing or in text form and to describe it in as much detail and as comprehensively as possible.
- 10.6 Where NOYES has a warranty obligation, the defect shall, at NOYES' option, either be remedied (for example by repair, replacement of the defective part or improvement at NOYES of the part returned by the CUSTOMER) or the goods shall be newly manufactured. NOYES shall remedy occurring defects within a reasonable period, at NOYES' option by replacement or repair. If the CUSTOMER has been trained in removing and installing the defective or repaired part, or if this requires no special knowledge, the CUSTOMER shall itself remove the defective part and/or install the subsequently performed defect-free part and send the defective part to NOYES. Parts returned by the CUSTOMER to NOYES shall be repaired or replaced at NOYES, and NOYES' obligation with respect to the defect ends upon delivery of the properly repaired or replaced part to the CUSTOMER. NOYES shall remedy defects in the Software either by modifying the Software or temporarily by providing the CUSTOMER with possible procedures to circumvent an error ("work-around"), provided the work-around has no material impact on the use of the Software. If the first remedy of the defect fails, NOYES shall be granted a reasonable grace period.
- 10.7 If it turns out that the issue is not a defect for which NOYES is responsible under its warranty obligation, the CUSTOMER shall reimburse NOYES for the costs incurred by NOYES in searching for and/or remedying the defect.
- 10.8 Claims for damages due to defects are available to the CUSTOMER only to the extent that NOYES' liability is not excluded or limited in accordance with Section 11 of these GTC.

11. Liability

- 11.1 NOYES has unlimited liability for damages in cases of intent and gross negligence. In the event of a slightly negligent breach of a primary performance obligation or an ancillary obligation whose breach jeopardizes the achievement of the contractual purpose or whose fulfillment is essential for the proper performance of the contract and on whose compliance the CUSTOMER was entitled to rely (hereinafter collectively "cardinal obligations"), NOYES' liability is limited to the foreseeable damage typical for the contract at the time of conclusion of the contract.
- 11.2 NOYES is not liable for the slightly negligent breach of contractual ancillary obligations that are not cardinal obligations.
- 11.3 The foregoing exclusions and limitations of liability do not apply in the event of fraudulent concealment of defects or assumption of a quality or durability guarantee, to liability for claims of the CUSTOMER under the Product Liability Act, or to bodily injury, damage to health or loss of life of the CUSTOMER. This does not entail any change in the burden of proof to the detriment of the CUSTOMER.
- 11.4 To the extent NOYES' liability is excluded or limited, this also applies to the personal liability of the statutory representatives, salaried employees, workers, staff and vicarious agents of NOYES.
- 11.5 Claims for damages of the CUSTOMER for which NOYES' liability is limited under this Section 11 become time-barred within twelve (12) months calculated from the statutory commencement of the limitation period.
- 11.6 When using the NOYES scope of delivery and services, the CUSTOMER shall comply with all related regulations, technical provisions and operating and usage instructions and shall involve only authorized, appropriately trained personnel.
- 11.7 The CUSTOMER is aware that NOYES systems may be operated and maintained only by appropriately trained personnel. The introductory training is conducted by NOYES and its scope is defined by NOYES. The CUSTOMER is responsible for training additional employees and for maintaining the trained standards.

- 11.8 In the event of commercial use of the system by the CUSTOMER before takeover of the system and/or without the consent of NOYES, NOYES assumes no liability whatsoever for the functioning of the system or any other consequences.

12. Termination clause

- 12.1 If a contracting party commits a serious breach of material contractual obligations and, despite a written and specific notice of breach including the setting of a reasonable deadline, allows that deadline to expire unused, the other party may either continue to demand performance and withhold its own performance during this time or, after setting a further deadline and threatening withdrawal, withdraw from the contract. In addition, each party may terminate the contractual relationship if insolvency proceedings are opened over the assets of the other party or an application to open such proceedings is rejected for lack of assets sufficient to cover costs.

13. Force majeure

- 13.1 In the event of force majeure or other unforeseen events occurring at NOYES or NOYES' suppliers, e.g. operational disruptions, official measures, lawful strikes, official orders, such as a declared state of emergency, travel warnings or curfews imposed by authorities, which temporarily prevent NOYES, without its own fault or attributable fault, from performing the services on the agreed date or within the agreed period ("Force Majeure"), the performance dates and periods shall be extended by the period of the performance disruptions caused by these circumstances plus a reasonable restart period. After the obstacle has ceased to exist, new dates shall be agreed between the contracting parties.
- 13.2 The affected party shall, without undue delay, provide a statement on the beginning and cause and, to the extent possible, the expected effects and probable duration of the delay.
- 13.3 If the interruption lasts in total for a period of more than six months, each contracting party, but the CUSTOMER only after setting a reasonable deadline for performance, may declare withdrawal or, in the case of work services, termination of the contract. In the event of termination, the services provided by NOYES up to that point shall be invoiced according to the effort already incurred. Beyond this, neither contracting party shall be liable to the other party for the consequences of impairments to contract performance caused by Force Majeure. Statutory rights of termination and withdrawal remain unaffected.

14. Confidentiality/data protection

- 14.1 Within the scope of these GTC, the term "confidential information" means information about the business activities of NOYES or its affiliated companies, including but not limited to drawings, sketches, product designs, product plans, software and technologies, financial information, marketing plans, business opportunities, pricing information, discounts, inventions and know-how, insofar as they have been or are disclosed to the CUSTOMER in connection with the cooperation or intended cooperation on the basis of the GTC, as well as all other information that the CUSTOMER knew or reasonably should have known was confidential information of NOYES. Confidential information also includes the terms of the cooperation itself and the existence of discussions between the parties. For the purposes of this agreement, the term confidential information includes trade secrets within the meaning of the German Trade Secrets Act (GeschGehG).
- 14.2 The CUSTOMER undertakes (i) to treat confidential information as strictly confidential and to take appropriate security precautions to protect the respective confidential information (including, but not limited to, all precautions it takes with respect to its own confidential materials), (ii) not to disclose confidential information to third parties (except employees, board members, managing directors, advisers or other contractors, as explained below), forward it or otherwise make it accessible, and (iii) not to copy disclosed materials or use reverse engineering, unless the supplier is entitled to do so under mandatory provisions of applicable law, and not to remove any notices of protective rights or other markings relating to the confidentiality or ownership of confidential information. Every employee, board member,



managing director, adviser or other contractor of the CUSTOMER or its affiliated companies who is granted access to confidential information ("Representative") must need to know it ("need-to-know principle"), and the CUSTOMER remains responsible for each Representative's compliance with the terms of this agreement.

- 14.3 This confidentiality agreement does not create obligations with respect to information that (i) was in the CUSTOMER's possession before it received it from NOYES, (ii) has become or becomes known to the public through no fault of the CUSTOMER, (iii) was lawfully disclosed to the CUSTOMER by a third party that is not subject to restrictions on disclosure, or (iv) was developed by the CUSTOMER without using the confidential information, provided that such independent development can be evidenced by documents. The CUSTOMER may disclose information to the extent required by law or regulation or ordered by a court, provided that the CUSTOMER makes diligent efforts to limit the disclosure and obtain confidential treatment or a protective order and has enabled NOYES to participate in the proceedings.
- 14.4 The foregoing confidentiality agreement and the obligations relating to the handling of confidential information end after a period of five (5) years after the end of the parties' cooperation. This does not apply to confidential information that constitutes a trade secret under applicable law; in that case, the obligations remain effective until the relevant confidential information loses its protection as a trade secret without this being attributable to any act or omission by the CUSTOMER or its Representatives.
- 14.5 The contracting parties shall also impose this obligation, to the extent legally permissible, on their employees and other third parties engaged by them in connection with this contract.
- 14.6 In the event of culpable breaches by the CUSTOMER, it is expressly agreed that the CUSTOMER shall compensate NOYES for all damage actually incurred. NOYES' right to assert further damages and any legal remedies, e.g. measures of interim legal protection, remains unaffected. The parties agree that, in the event of a breach of confidentiality obligations, NOYES shall also be entitled, for itself and for and in the interest of its affiliated companies, to all other rights available under applicable law, including the rights under Section 2 of the German Trade Secrets Act and, in particular, the rights under Sections 10 to 13 GeschGehG.
- 14.7 Both parties shall use personal data made accessible to them within the scope of this contractual relationship solely for the purposes of fulfilling their respective contractual obligations and shall protect such data against access and knowledge by third parties through the use of suitable and adequate data-security measures and the implementation of corresponding internal processes. Both contracting parties undertake to comply with all relevant data-protection regulations, in particular REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and shall, where applicable, also impose this obligation on their business partners.
- 14.8 The CUSTOMER agrees that NOYES may collect and store technical and logistical data of the system and use such data, configurations and metrics exclusively for internal purposes, such as improved diagnostics and support.

15. No Russia/No Belarus clause

- 15.1 In connection with EU Regulation No. 833/2014 and EC Regulation No. 765/2006, the CUSTOMER undertakes as follows: The CUSTOMER shall not (a) sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any parts of the system or goods delivered under or in connection with this contract that fall within the scope of Article 12g of EU Regulation No. 833/2014; (b) sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any parts of the system or goods delivered under or in connection with this contract that fall within the scope of Article 8g of EC Regulation No. 765/2006; and (c) use intellectual property rights, trade

secrets or other information licensed or transferred under or in connection with this contract in connection with goods that fall within the scope of Article 12ga of EU Regulation No. 833/2014 and are intended for sale, supply, transfer or export to Russia or Belarus or for use in Russia or Belarus, and shall also prohibit possible sublicensees from such use.

- 15.2 The CUSTOMER shall use its best efforts to ensure that the purpose of the preceding sentence is not frustrated by third parties further down the commercial chain, including possible resellers. The CUSTOMER shall establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the downstream commercial chain, including possible resellers, that would frustrate the purpose of this clause. Any breach of this provision constitutes a material breach of this contract, and NOYES is entitled to demand appropriate remedial measures, including but not limited to termination of the contract. The CUSTOMER shall inform NOYES without undue delay of any problems or breaches of this provision. Upon request by NOYES, the CUSTOMER shall promptly provide NOYES with corresponding information on compliance with the obligations under this provision. NOYES shall disclose information concerning the contractual relationship and requested information about the CUSTOMER if required by supervisory authorities.

16. Applicable law/place of jurisdiction

- 16.1 This contract is governed exclusively by the law of the Federal Republic of Germany, excluding the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 16.2 If disputes arise in connection with or as a result of this contract, the contracting parties shall endeavor to reach an amicable settlement within 30 days from the commencement of informal negotiations.
- 16.3 The place of jurisdiction for all disputes arising from the contractual relationship is the registered office of NOYES, provided that the CUSTOMER is a merchant, a legal entity under public law or a special fund under public law, or provided that it has no general place of jurisdiction in Germany. NOYES is entitled to sue the CUSTOMER at any other statutory place of jurisdiction. Statutory provisions on exclusive jurisdiction remain unaffected.

17. Severability clause/general provisions

- 17.1 If individual provisions of these GTC are or become wholly or partly invalid or unenforceable, this shall not affect the validity of the remaining provisions or of the contract as a whole.
- 17.2 The rights and obligations set out in this contract pass to all legal successors of the parties. The parties shall inform each other of any legal succession in due time. The CUSTOMER is not entitled to assign individual claims under this contract to third parties without the prior written consent of NOYES.