

A. General Part

§ 1 Operational area

1. The service of IMSTec GmbH (in the following called IMSTec) is based on the following general terms and conditions.
2. Conflicting terms and conditions will also without explicit objection not become part of the contract even in the case of a performance of contract by IMSTec.
3. As far as IMSTec applies and includes special terms of contract, the following conditions are additionally valid.

§ 2 Conclusion of contract

1. Offers shall not be binding. Orders are accepted by a written confirmation according to the following conditions. Verbal collateral agreements - if they have reference to collateral agreements before the conclusion of contract - require a written confirmation in order to be effective.
2. IMSTec reserves the right to differ slightly from the offer documents if this is cogent because of technical or legal requirements and if the usability of the service provided by IMSTec for the customer is not influenced. IMSTec will notify the customer about this.

§ 3 Subject of contract

1. Subject of contract results from the description of service made before the contract is concluded.
2. In so far as this description of service was made by IMSTec it is based on the customer's statements.
3. The customer grants IMSTec all necessary information about the present state, the intended fields of application, about technical procedure goals and priorities and about all other preconditions in his sphere. The customer is obligated to finance additional costs which are based on faulty information.
4. IMSTec is authorized to mandate its contractual obligations to third parties.

§ 4 Demands of change

1. The customer has to take care that with the procedure of this order persons appearing at IMSTec have the required power of representation. Part of the procedure of this order is also a demand of changes for IMSTec within an already granted order.
2. If the order is calculated according to expenditure, the customer may demand changes at any time. IMSTec is only obligated to accept the demands of change within the company's possibilities. In case of a fixed offer by IMSTec all cost estimates and time tables become invalid also if they are not replaced by revised cost estimates and timetables. On demand and at customer's costs IMSTec will present adjusted cost estimates and time tables.
3. If an order is calculated according to fixed prices all positions included in the original offer of IMSTec are settled with the agreed price. Additional services will be calculated according to costs which are up to date at the time of the orders concerned. IMSTec is authorized to choose about such additional services either independent from a possible whole acceptance to invoice with its completion or depending on a reasonable prepayment before starting with the execution of such additional services.
4. Should IMSTec recognize during the execution on an order, that such has to be modified because of the worked out present facts and demands, then the customer will be informed

and a suggestion for change will be offered. The customer is obligated to comment this suggestion immediately. If the change is not caused out of the sphere of IMSTec facts or demands need of, the customer states his acceptance with the changes also his willingness to accept the additional costs resulting out of this.

5. If an order is settled on fixed prices then IMSTec is authorized to deny a change of order from the original one by the customer. If IMSTec agrees to consider such a change of order, then IMSTec will immediately inform the customer about the extent of the required change. The customer is obligated to immediately comment this information. With his agreement about the extent of the change the customer states at the same time with entitled his agreement to accept the required additional extra costs.

§ 5 Fulfilment

1. A time limit for performance is only binding if it was stated as binding. IMSTec is entitled to part performance this is to be accepted by the customer.
2. With necessary changes of the order or changes based on a certain requirement by the customer the time of performances prolongs to the required number of days necessary for the fulfilment of the changes.
3. The time limit for performance prolongs – also within a delay – applicable in case of an act of God and all unpredictable hindrances outside of the will and legal influence of IMSTec as far as the fulfilment of the contract is because of this hindrances momentarily impossible or unreasonable. This is also valid, if these hindrances occur for such reasons with the predeliverer/subcontracter of IMSTec.

§ 6 Prices, conditions of payment, delay, increase of prices

1.
 - a. The services will be – if not explicitly expressed otherwise – performed according to the prices valid at the day of the conclusion of contract.
 - b. The prices in the offer are net prices (without V.A.T.)
 - c. Other expenses including costs of accommodation and travel expenses will be calculated additionally.
 - d. The customer pays the transport – and insurance costs.
2. Payments are due within 10 days after invoicing without deduction. IMSTec is entitled to demand prepayments or an earlier maturity for deliveries and services at any time.
3. Prepaid services have to be claimed within the agreed time of contract by the customer. If not settled otherwise the customer will not receive a reimbursement or repayment for services caused and unclaimed by his negligent.
4. In case of default of payment, IMSTec can claim interest for delay in the amount of 15 % per annum. A damage exceeding stays unaffected. A lesser damage has to be proven by the customer for a decrease. If a customer delays payment, then all claims become payable immediately. This is also applicable in case of a major decrease of estate or a stop of payment by the customer.
5. IMSTec can increase regular payment for services to the customer with a written note within a respite of three months.
6. The acceptance of checks and bills of exchange will only take place upon a special agreement and on account of performance, expenses will be charged to the customer.

§ 7 Intellectual property

1. Unless otherwise agreed on the customer receives a simple not exclusive restricted right of use from IMSTec. In other respects the intellectual property remains with IMSTec.
2. The use of programs made available for electronic data processing , as well as the design and the methods for solving problems and materials (written documents and other work, machine readable or other forms of expression like program lists, help programs, documentations, protocols, drawings, training material and other) produced by IMSTec within the frame work of order depend - independently on the copyright protection - on the following legal restrictions:
 - a. A program may at one time only be loaded in a central unit. The use in the net is only permitted on an own explicit license. If no technical copying protection is opposed to it then the customer is authorized to produce a security copy of the program data. Further copies are not permitted.
 - b. The usage right does not authorize to rent or lease the program, the program solution or materials to third parties. It may also not be part of legal deals, which would lead to a similar economic result, for example the sale of reverse sale options. A processing of the program, especially the disassembling or debugging as well as the use of parts of the program codes is not permitted. The customer is otherwise only authorized to hand over the intellectual rights as agreed on within the contract or applicable documents or data chips if this is required for the purpose of the contract.
 - c. The above stated restrictions are also valid for the transfer to a retailer or an other user. The customer has to assure that the retailer knows the legal margins and accepts the above stated restrictions in commerce with his buyers, making sure to effectively proceed such in an order and to effectively accept them under contract as end users.
 - d. The transfer of usage rights to third persons is only permitted, if the renouncing of the usage rights is accepted and in the purchase of the right does accept the terms of transfer.
3.
 - a. For inventions made by only one contractual partner the right of information and development is granted to the contractual partner who acquires the invention. The protection rights applicable here are also granted to the other contractual partner; he is solely authorized to use these. Each contractual partner is authorized, so that the economic protection rights are not damaged by new harmful procedures or hindered by them. The contractual partner will, if legally possible and reasonable gain and maintain industrial property rights for the contractual subject if required.
 - b. For mutually made inventions, which can not separately be registered for patents and / or trademark or use protection the contractual partners will agree on registration, processing and upkeep of the protection rights from case to case. Mutual inventions and the protection rights granted to them belong to both contractual partners. Each contractual partner is authorized to use them without a payment due to the other contractual partner.
 - c. Each contractual partner shall inform the other about infringements of the ordered industrial property rights. The contractual partner, who notices the infringement, can take legal steps against the offender and demand from the other contractual partner, that he supports him in a legal suit and participates in the costs. For the time of this agreement, no contractual partner may offend the industrial property rights, which are of meaning for the proceeding of this agreement. Within the framework of development work and gained knowledge (know-how including possible industrial property rights) only the contractual partner whom they belong to may use these for other purposes than for the proceeding of this contract.

§ 8 Reservation of title

1. IMSTec reserves the intellectual property within the framework of this contract and the possession of the delivered goods until the complete payment has taken place out of the business relation concerning existing and emerging claims.
2. The customer is authorized to deal with conditional goods in an orderly business. But it is forbidden, to put on equitable lieu on conditional goods or to distrain it. Directions of third parties, especially distress and assignments are to be forwarded to IMSTec immediately, turning over the necessary documents for intervention.
3. In case of a delay of payment or an expected stop of payment by the customer, IMSTec is authorized, to pick up the conditional goods in his possession. The customer has to permit entry to the business premises for the authorized employee of IMSTec to pick up data and documents as well as other conditional goods during business hours without prior notice.
4. The reservation of ownership and the usage rights are set free upon the customer's request, if the securing value for the claim to be secured exceeds more than 120 %.

§ 9 Acceptance, passing of the risk during delivery

1.
 - a. The customer has to immediately check, whether the performed services by IMSTec confirm with the contractual demands. In this case he has to immediately accept in writing such towards IMSTec.
 - b. If no or just minor changes exist then the customer has to immediately declare his acceptance in writing towards IMSTec. If the customer does not fulfil this obligation, then IMSTec may set an acceptable term for granting of the acceptance. The working result is accepted after the term has run out, if the customer does not give reasons for the non-acceptance specified in writing or if the customer uses the working result without restrictions.
 - c. If a check shows that minor changes from the ordered demands exist then the customer has to report them in writing.
 - d. With major changes from the ordered demands IMSTec has to correct the defects within an acceptable time and then again present the customer the working result for acceptance.
 - e. The customer is obligated to inform IMSTec immediately, if he notices during the check differences from the contractual order in writing. Minor changes noticed during the check of the contracted demands do not authorize the customer to deny acceptance. These minor changes will be reported in a written acceptance report as defects.
2. With deliveries the risk is transferred to the customer at the time of dispatch of the contractual good, also if IMSTec has assumed the delivery and set up the delivered object himself. Delivered goods have to be accepted by the customer not considering guarantee rights even if defects exist, which do not completely exclude the ability to function.

§ 10 Rights of third parties

1. IMSTec will defend the customer at own costs against all claims of third parties, which result from an infringement of the copy or trademark right, for materials applied according to contract and will reimburse the customer in cost or sums of indemnity which were imposed by court or are part of a settlement which has been permitted by IMSTec afore hand, if the customer

(1) immediately informs IMSTec about the existence of such claims

and

(2) IMSTec is reserved all defensive measures and settlement negotiations.

The customer will hereby assist IMSTec.

2. Should these claims be made or expected to be made, then IMSTec can for its own costs purchase a usage right or change the materials or replace them with equivalent materials. If this is not possible with an acceptable expenditure, then the customer states to agree, that upon a written demand by IMSTec the materials will be returned to IMSTec. In this case IMSTec reimburses the customer with the amount which the customer paid for the set up of the materials as well as own damages of the customer according to the ruling of § 13 (liability). This obligation of IMSTec towards the customer concerning claims caused by infringements of third parties are final.
3. Claims towards IMSTec are excluded, if they are based on
 - a. by customers made available components and these are built in materials or if IMSTec has to comply with drafts, specifications or orders of the customer or in his orders acting third parties;
 - b. materials which can be changed by the customer;
 - c. materials along with other products, data, devices or business methods combined, put in operation or are used, which have not been delivered by IMSTec or materials to third parties, which do not belong to his enterprise, but were distributed resp. operated in their favor or used.

§ 11 Data security

The customer agrees, that IMSTec registers and uses his contact information including names, telephone numbers and e-mail addresses in all countries, in which IMSTec and its related enterprises do business. Such information can be used in existing business relations or turned over to subcontractors, business partners and persons authorized by IMSTec and related enterprises for mutual business activities, including communication with customers (for example: for processing orders, for advertising campaigns, for market research)

§ 12 Guarantee

In so far as IMSTec has to guarantee according to legal regulations, the following is valid:

1. As long as IMSTec fulfils the obligations to correct defects by subsequent improvements or exchange with defect less material, the customer does not have the right, to lower the payment or demand to cancel the contract, unless a failure of the improvement occurs. A warranty by IMSTec is omitted, if the customer without the approval of IMSTec changes the service good.
2. The customer has to immediately check the delivered goods for flaws and in quality and has to report noticeable defects and complaints.
3. Defects have to be described in writing exactly in the disfunction and the type of disturbance. Testing procedures made available by IMSTec to the customer have to be performed and the results have to be reported.
4. The customer will cover the costs for an examination by IMSTec, if the complaint about defects was without reason. In so far the valid prices of IMSTec are applicable.
5. Based on the various connection, it is according to today's point of technique not possible, to completely exclude defects in data processing programs. Therefore a guarantee is not given, if defects do not have an influence on the orderly use of the program or if they are minor. Guaranteed is only the usability of the program according to the program description in the displayed way of work, if the hardware required for the use of the programs is available.

6. If IMSTec only delivers services, then no guarantee is granted on such.

§ 13 Liability

1. If nothing else results, all other and further claims of the customer against IMSTec are excluded. This is especially valid for reimbursement claims for damages because of a break of duty from the obligation and of tortious acts. Therefore IMSTec is not liable for damages, which are not caused on the delivered goods. Especially IMSTec is not liable for loss of profit or other financial damages of the orderer.
2. The above restriction of liability is not effective under intent, gross negligence of the legal representative or senior executives as well as with intentional infringements of major contractual obligations. In case of intentional infringements of major contractual obligations IMSTec is liable - except for cases under intent or gross negligence of its legal representative or senior executive - only for contract typical damages, which are reasonable and foreseeable.
3. The restriction of liability is not valid in cases, in which under the product liability act for mistakes in delivered goods IMSTec is liable for damages of persons or matters of privately used objects. The restriction is also not valid in a intentional infringement of life, body or health and for the missing of a guaranteed ability.
4. If the liability of IMSTec is restricted or excluded, this is also applicable for the personal liability of its employees, workers, co-workers, legal representatives and a vicarious agent.
5. The legal regulations to burden of proof are unaffected by this.
6. Warranty claims for defects or damage caused by defects are especially excluded, in so far that the company liability insurance sum of **5.000.000 Euro** is exceeded. This is especially valid if the defect and its consequences causes a loss of use and lost profit because of stoppage of the plant or other. This exclusion of liability is not valid for the case that the defect was concealed fraudulently or a guarantee for the quality of work was overtaken as well as for gross negligent or intentional acting of the enterprise or its vicarious agents.

§ 14 Right of retention and set-off

Right of retention and set-off is only allowed, if these scopes of validity are not argued or have legally been agreed on claims.

§ 15 Assignment of claims

The customer is not authorized to assign his rights and obligations out of this contract or to transfer these.

§ 16 Other rights and obligations of the parties

The customer and IMSTec agree, that

1. none of the parties has the right, to use trademarks, company logos or other signs of the other or of one of his enterprises for advertisement or in publications without the prior written approval of the other.;
2. The exchange of private information requires a separate written agreement;
3. no party shall be hindered, to agree on similar contracts with others;
4. each party grants the other one only the licenses and rights, which are explicitly specified and agreed upon. Furthermore no licenses or rights (including such for the use of patents) are granted.

5. The correspondence can be done electronically, if this is permissible under present law, the identity of the sender and the authentication of the document through an identification code (user-ID) must be proven;
6. each party, before it starts legal steps for non- fulfilment of a contractual conditions, enables the other one to fulfil in an adequate way;
7. claims out of this contract – unless not settled differently then in § 12 (guarantee) of these business rulings – are submitted to a one year period of limitation, unless an other term is legally binding and agreed upon;
8. with exception to obligations to pay none of the parties is responsible for non – fulfilment of obligations, for reasons, which are beyond the own influence;
9. the customer is not authorized, to market services out of this contract or parts of it or to make these available in any other way;
10. the customer is responsible for the application of the services and therefore bearing the achieved goals. The organisational application of material from IMSTec in the process of the customer has to be made independently by the customer;
11. the customer is obligated, to give IMSTec sufficient and free access to its facilities and systems and a right to use these, so IMSTec can fulfil its contractual obligations;
12. it is in the responsibility of the customer to obey all applicable im- and export laws;

§ 17 Invalidity of a clause; place of performance, place of jurisdiction, applicable law

1. Should one of the clauses become invalid or be so, then the effectiveness of the other rules stay unaffected. Instead the invalid clause will be replaced by a valid one, which serves the economic purposes of the invalid one as close as possible.
2. Place of performance as well as place of jurisdiction is the seat of IMSTec, if the customer is a merchant.
3. Only the laws of the Federal Republic of Germany are applicable. The rules of the UN-purchase right are not applied.
4. IMSTec is authorized to resign from all contracts, if an application for a composition proceeding or an insolvency proceeding at the court was filed by the customer.

B. Special part

I. Contract for services

§ 1 Subject of contract

1. The exact name and specification of the services to be performed by IMSTec and the reimbursement result out of a separate offer of IMSTec. There the performance of the services concerning a single order of IMSTec result exclusively out of the applicable, present terms and conditions, whereby the general part of the Terms and Conditions (A.) is additionally applied.
2. Services in the meaning of these conditions can be located in the area of semi conductors/micro system technique as well as medical technique:
 - a. preparing software solutions in the area of manufacturing execution system (MES) up to the evaluation of technical procedure data.
 - b. preparing software solutions in the plant and process technique
 - c. preparing appliances and plants

§ 2 Services of IMSTec

The exact conditions of performance by IMSTec result from the single order. Mostly the services will be made step by step in each other following phases, whereby partial service can show the following sections:

1.
 - a. development of software, for example
 - basic inspection software
 - MES –system architecture according to MES (Manufacturing Execution Systems)
 - automated material handling (AMH)
 - b. development of prototype hardware
 - c. erection of a system, test and checking with IMSTec
 - d. installation and test at customer
 - e. training and documentation
 - f. final test at customer
 - g. product accomplishment and fine adjusting, evaluation and migration
2. Other services are not agreed on.

§ 2 Services by IMSTec

The exact volume of services by IMSTec results out of the single order. Mainly the services will be performed in following phases, whereby partial services may show these steps:

1.
 - a. developing software, for example
 - basic inspection software
 - MES – system architecture according to MES (Manufacturing Execution Systems)
 - b. developing prototype hardware
 - c. building up a system, testing and checking with IMSTec
 - d. installation and test at customer's premises
 - e. training and documentation
 - f. final user acceptance test at the customer's
 - g. production processing and fine adjusting; evaluation and migration
2. Other services are not agreed on.

§ 3 Obligation to cooperate by the customer

1. The customer is obligated to support IMSTec in all parts of the project with qualified project managers. If necessary, the customer has to allow IMSTec the entry into production rooms. Details will be described in an obligation sheet and specified and agreed on between the parties, also the timetables. The customer has to provide the mutually defined resources on time without any costs.
2. The customer has to fulfil his obligation to cooperate on time; whereby IMSTec is not obligated to notify the customer about his delays.
3. If this does not take place and delays are therefore caused and / or additional work is required, then IMSTec - without prejudice to IMSTec`s extensive rights – can make changes in the timetable and the agreed on prices/fees. Furthermore IMSTec can set the customer an acceptable term to fulfil his obligations of cooperation, if this time

table is terminated, then IMSTec is authorized to cancel the contract. An automatic cancellation of the contract after the termination of the time table does not take place.

§ 4 Project organisation

1. Both parties set the frame for the single order as authorized persons those, who are responsible for the supervising the project.
2. The parties also name the persons, who are responsible for the technical project management. These are authorized to make all decisions and are obligated to process the contractual duties, unless the type and size of the applicable contractual obligation has been changed.
3. A change of persons and/or of scope/size of the agency have to be reported in due time.
4. Furthermore both parties can define a project manager, who shall be responsible for the communication with the customer. The responsibilities of the project manager include among other things the following tasks:
 - a. Interface function between IMSTec, project team and all involved sections resp. person of the customer
 - b. Solving disagreements and unforeseeable changes from the project plan
 - c. Control of the to be achieved services by IMSTec and the customer
 - d. Administrative support for planning and logistic steps
5. The work of the technical project management will be responsibly organised by the project manager of IMSTec. Unless otherwise agreed, he will also keep the project diary. It consists among others of
 - a. The correspondence during the project, including memos
 - b. Agreements about possible changes of services
 - c. Mistake protocols
 - d. Installation diary and
 - e. Acceptance protocols

§ 5 Acceptance

1. The dates for acceptance are binding within the frame of the time table and set or will mutually be agreed on in the course of the project by the parties. Partial acceptance is also possible.
2. Otherwise the general terms (terms and conditions) on acceptance are is applicable, especially A § 9.1

§ 6 Limitation

Claims for guarantee of the enterprise towards IMSTec are subject to statue of limitation within one year from acceptance, same is valid for guarantees from contracts of service deliveries according to § 651 civil code and in cases of manufacturer- and/or interim dealer liability with consumer good sales.

II. Service and consulting

§ 1 Subject of contract

1. The exact description and specification of the services to be performed by IMSTec result from the single contract to be contracted with the customer.
2. The following services are exclusively services of IMSTec and qualified as such:
 - a. workshop for customers to manifest or analyse the requirements/the needs
 - b. requirement analysis; structured process for the requirement scanning and evaluation
 - is analysis
 - should be
 - delta
 - development and evaluation of solutions for the desired specification
 - recommendations, reports, evaluations
 - c. studies of what can be done, examinations of solutions with cost/ usage evaluation.
 - plant planning and simulation by applying digital manufacturing
 - preparation planning and optimising with the assistance of production optimising software
 - tests
 - prototype production

§ 2 Others

1. The regulations in the first part of these conditions (A) are seen as supplementary.
2. Especially concerning demands of change, fulfilment, prices and warranty the regulations to A § 9,4,5,6, and § 12 ,6 are applicable.

C. Purchase – and conditions for ordering

§ 1 Area of application

The conditions of this sections are valid for the whole business between deliverers or other contractors (in the following all called deliverers), even if they are not mentioned in later contracts

§ 2 Ordering

1. An order is considered as a placed offer, if it is made in writing an signed by IMSTec a signed. Verbal or telephone orders are only binding for IMSTec, if afterwards a written order is sent and confirmed. With the acceptance of the order the deliverer accepts, that he has viewed the available plans and is informed about type a size of the service. Obvious mistakes, spelling or calculation mistakes stay unaffected. The deliverer is obligated to inform IMSTec about such mistakes immediately so that the order can be corrected. This is also applicable for missing documents and drawings.
2. Acceptance of an order has to be confirmed to IMSTec with signature on the copy of the order or an identical order confirmation within three working days from the order. Until this confirmation resp. upon the termination of the time term, IMSTec is authorized to revoke.
3. All changes in text and type of order are only acceptable as agreed on, if they are explicitly confirmed in writing by IMSTec.

§ 3 Material/tools/production means

1. All tools, materials or other means of production delivered by IMSTec- even if they are invoiced – stay in IMSTec`s possession/ownership and have to be stored separately, marked and administered. They may only be used for the orders performed for IMSTec. If the deliverer is responsible for a decrease in value or loss of a materials order then the deliverer has to replace such. In case of delay, he is liable also without his default.
2. Drawings, tools, samples, models, types and designs or similar as well as other finished products and half finished products, which are left by IMSTec or are produced under their order, stay in its possession and may only be used for orders performed by IMSTec and may only be given to third parties with the explicit written permission. Unless otherwise agreed on, these materials have to be returned to IMSTec without any demand immediately upon the finalization of the order. Such means of production, trademarks and designs, created resp. marked as products may only be delivered to third parties with the explicit and written permission of IMSTec.
3. The above stated materials and means of production have to be insured by the deliverer at his cost against fire, water, theft and burglary.

§ 4 Delivery dates

1. The agreed on delivery dates and terms are binding. Delivery terms start with the date of order. Within the delivery time until at latest at the delivery date, the goods have to be received at the place stated by IMSTec.
2. IMSTec is not obligated to accept goods prior to the delivery date.
3. The deliverer is liable for all damages because of a delayed delivery resp. a not defect free delivery.

§ 5 Delivery

1. The delivery takes place at the deliverer`s cost free of charge to the place of receiving stated by IMSTec, unless otherwise agreed on.
2. Upon acceptance at the place of receiving the risk is transferred to IMSTec.
3. Unless otherwise agreed on, the packing is included in the price.

§ 6 Prices

The agreed on prices are firm prices, unless the deliverer reduces his prices in general. This is not effective, unless otherwise settled in a contract.

§ 7 Invoice

1. Each order receives an own invoice. Payments take place upon receipt of complete shipment of defect free goods resp. complete defect free service and upon the receipt of the invoice, earliest 30 days upon the existence of these conditions. The payment of partial deliveries is at doubt excluded.
2. Demands of the deliverer to IMSTec may with their agreement be turned over to third parties.

§ 8 Guarantee, warranty and complaints

1. The deliverer accepts the obligation that the goods including the labelling and marking - as far as agreed on - confirm the statements made by IMSTec.

2. In case of a delivery of defect goods, the deliverer is obligated, upon the choice of IMSTec of a subsequent improvement or a subsequent delivery. If this is not reasonable for the deliverer according to § 439 section 3 and 2 civil code, if he can not meet the demands or the time tables or if he disagrees to a subsequent improvement or a subsequent delivery finally, IMSTec is authorized to withdraw the contract and to claim for settlement. IMSTec is then not obligated to accept the goods anymore.
3. IMSTec has also the right, to do subsequent improvement themselves or to have it done by third parties at the cost of the deliverer.
4. The term of guarantee for the liability for defects for the to be delivered resp. to be produced product ends with a term of two years after delivery, unless, the deliverer has fraudulent concealed the defect.

§ 9 Producer's liability

For defects in the goods which can be traced to the deliverer he frees IMSTec against the resulting producer's liability in so far as he himself would be liable for such.

§ 10 Business secrets

The deliverer is obligated, to regard the orders and all merchant and technical details concerned as business secrets and not to turn over information about such to third parties.