

General Terms and Conditions of Purchase

§ 1 General, Scope

- (1) These General Terms and Conditions of Purchase (GTP) apply to all business relations with our business partners and suppliers (subsequently referred to as the "Seller"). The GTP shall only apply if the Seller is an entrepreneur (section 14 of the German Civil Code), a legal entity under public law or a special fund under public law.
- (2) The GTP shall apply in particular to contracts for the sale and delivery of movable items ("goods" such as materials, objects, products, units, software), regardless of whether the Seller manufactures the goods itself or purchases them from suppliers (sections 433, 651 of the German Civil Code) and all related services and their processing by the Seller, as well as with regard to the Seller's provision of work services. Unless otherwise agreed, the version of the GTP valid at the time of the Buyer's order or in any case the version most recently communicated to it in text form shall also apply as a framework agreement for similar future contracts, without our having to make reference to them again in each individual case.
- (3) These GTP shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of Purchase of the Seller shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example even if we accept the Seller's deliveries without reservation in the knowledge of the Seller's general terms and conditions.
- (4) Individual agreements made with the Seller in individual cases (including side agreements, addenda and amendments) shall in any case prevail over these GTP. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- (5) Legally relevant declarations and notifications to be made and transmitted to us by the Seller following the contact's formation (e.g. setting of deadlines, reminders, declaration of withdrawal) must be in writing to be effective. Email communication shall suffice to comply with the written form requirement.
- (6) References to the validity of statutory provisions only have a clarificatory meaning. Even without such a clarification, statutory provisions shall therefore apply, where these are not directly amended or expressly excluded in these GTP.

§ 2 Formation of the Contract

- (1) Our order shall be deemed binding at the earliest upon written submission (email sufficient) or, for oral or telephone orders, upon written confirmation (email sufficient). Our orders shall be promptly confirmed by the Seller in writing within three working days of receipt of the order or, in particular, shall be executed without reservation by dispatch of the goods (acceptance). Otherwise, our order shall be deemed accepted, section 362 of the German Commercial Code.
- (2) The Seller's quotation shall conform exactly to the inquiry and any deviations in quality and quantity shall be expressly indicated. Deviations shall only become subject matter of the contract where we have expressly confirmed this in writing.
- (3) The Seller shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not formed.
- (4) The Seller's preparation and submission of quotations shall be at no cost to us. The Seller shall be bound by a submitted quotation for a period of two weeks from the day following our receipt of the quotation.
- (5) Upon our written request, the Seller shall effect any changes to the main performance with regard to quality, quantity, design, weight or other specifications, including the execution and fulfilment modalities, except where the change is patently untypical for the trade or obviously unreasonable for the Seller. Where our request for change has demonstrable effects on the agreed prices or on agreed delivery dates, these consequences shall be appropriately regulated by mutual agreement. The absence of agreement on the price shall not entitle the Seller to refuse performance.

§ 3 Delivery period and delivery delay

- (1) Our indicated delivery time in the order is binding. Agreed delivery periods run from the order date. The receipt of the delivery at our specified place of receipt shall be decisive for compliance with the delivery periods or delivery dates.
- (2) In the absence of agreement on a delivery time, the Seller shall provide the service within a delivery time that is reasonable and customary under the circumstances.
- (3) The Seller shall immediately notify us in writing of the reasons and expected duration in the event of a likely failure on its part to meet agreed delivery times - for whatever reason.
- (4) Where the Seller fails to render its performance or does so outside the agreed delivery period or if it is in default, our rights - in particular the right of withdrawal and the right to compensation - shall be governed by statutory provisions. The provisions of clause 3 shall remain unaffected.
- (5) Where the Seller culpably defaults on the completion of its contractually owed performance, it shall pay us a contractual penalty of 0.1% of the net order amount for each calendar day of default, in total, but not exceeding 5% of the net order amount.
The contractual penalty can still be claimed until the Seller's final invoice.
Claims for damages exceeding the claim for contractual penalties shall remain unaffected. However, the contractual penalty shall be set off against such claims for damages.
The contractual penalty shall also be incurred where the contractual deadlines have been extended by mutual agreement due to hindrance or otherwise or where new contractual deadlines have been agreed and the Seller has failed to meet these deadlines.

§ 4 Performance, Delivery, Transfer of risk, Default of acceptance

- (1) Without our prior written consent, the Seller may not cause the performance it owes to be rendered by third parties (e.g. subcontractors). The Seller bears the procurement risk for its services, unless otherwise agreed in individual cases (e.g. Stock limitations).
- (2) The Seller shall only be entitled to make partial deliveries and render partial services with prior written consent. Partial deliveries and partial services that have not been agreed may be rejected. We shall not be in default of acceptance as a result.
- (3) Delivery shall be "free domicile" within Germany to the place specified in the order. Where the place of performance has not been separately regulated and in the absence of any agreement to the contrary, the delivery (obligation to provide performance) shall be made to our production site in 99310 Arnstadt. Goods can only be delivered here on Mondays to Thursdays between 07:00 a.m. and 3:00 p.m. and on Fridays between 7:00 a.m. and 1:00 p.m. Deliveries cannot be made on public holidays in Thuringia.
- (4) The Seller is responsible for the proper packaging of the delivery. At the time of performance, the Seller shall also hand over all technical documentation, in particular operating and maintenance instructions, training material, drawings, technical data sheets, product safety sheets, factory and test certificates, certificates of conformity and all other necessary or customary documentation and, in the case of software, the associated source and object codes.
- (5) The delivery shall be accompanied by a delivery note indicating the date (issue and dispatch), the contents of the delivery (article number and quantity) and our order identification (date and number). We will not be liable for any resulting delays in processing and payment where the delivery note is missing or incomplete. On request, a corresponding dispatch note with the same content must be sent to us separately from the delivery note.
- (6) The Seller shall also provide transport documentation in German, taking into account form and layout specifications (notification of readiness for dispatch, dispatch notification, packing list, preference documents, certificates of origin) and shall issue these to us with the delivery.
Unless otherwise agreed, the documentation for the delivery of machines/machine parts includes the following documents: The supply of machinery within the meaning of the European Machinery Directive 2006/42/EC: Operating instructions, EC Declaration of Conformity as well as risk assessment according

to DIN EN ISO 12100.

- (7) The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. Where acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance.

Transport is at the Seller's risk. The Seller shall take out transport insurance. Insurance certificates shall be transmitted to us upon request. Where this is necessary for the fulfilment of our claims, the Seller shall assign the claim against the insurer to us.

§ 5 Prices and payment terms

- (1) The price stated in the order is binding. All prices are gross all-inclusive prices in euro (€). The respective statutory amount of statutory value-added tax shall be shown separately on the invoice.
- (2) The agreed prices shall cover all services which are part of the contractual services according to the order, its special conditions and any appendices, other service-related agreements and commercial usage. This includes in particular all packaging, customs clearance, transport, transport documentation costs (documentation in German and the agreed form and layout specifications), toll and insurance costs as well as disposal costs for packaging material, all other fees and charges (e.g. license fees, public law fees and charges) as well as costs of delivery, commissioning, acceptance, equipment or material documentation and all other documents, items and services as specified in the order or other contractual documents.
- (3) The agreed price shall fall due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. We reserve the right to choose the payment method. The Seller shall grant us a 3% discount on the net amount of the invoice should we make payment within 14 days. If we pay by bank transfer, the transfer order must be received by the bank within the payment deadline.
- (4) Invoices shall be deemed duly issued within the meaning of paragraph (3) if - in accordance with the specifications in the purchase order - they state in particular the purchase order number, purchase order subject, place of delivery, quantity of the delivery items, number of the delivery note, delivery date and prices shown therein. Where any of this information is missing or incorrect, we may request a corrected invoice from the Seller. The due date shall then be determined only from the moment of receipt of a corrected invoice issued in accordance with the contract.
- (5) Statutory provisions shall apply in the event of delayed payment.
- (6) Without our prior written consent, the Seller shall not be entitled to assign its claims against us or to cause them to be collected by third parties. Where the Seller assigns its claim against us to a third party without our consent in contravention of this agreement, the assignment shall nevertheless be effective. However, at our discretion, we may make payment to the Seller or to the third party with discharging effect.
- (7) We are entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the Seller from incomplete or defective performance.
- (8) The Seller shall not be entitled to set off any claims against our claims or to assert a right of retention unless its claim is undisputed, acknowledged by us or has been definitively established by a court of law.

§ 6 Confidentiality and Retention of title

- (1) We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after the contract has ended.
- (2) The Seller shall keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent.
- (3) The Seller may not assert a right of retention. Undisputed and legally binding claims of the Seller are excluded.
- (4) The making of copies and duplicates is not permitted without our written consent. The documents shall be kept confidential with respect to third parties, even after the contract ends. The confidentiality obligation shall only expire when and to the extent that the knowledge contained in the documents provided has become generally known.
- (5) The ownership of the goods shall be transferred to us unconditionally and without regard to the payment of the price. However, where we accept in individual cases an offer of transfer of title from the Seller conditional upon payment of the purchase price, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price, with advance assignment of the resulting claim (in the alternative, the simple retention of title extended to resale shall apply). This excludes in any event all other forms of retention of title, in particular the expanded, transferred and extended retention of title to further processing.
- (6) We shall retain title to any parts we provide to the Seller. The Seller shall store these items separately and use them only for our order. The Seller is liable for damage or loss. It shall insure all parts provided against fire, water and theft damage.
- (7) Processing or transformation by the Seller shall be carried out for us as manufacturer. Where our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new items in the ratio of the value of our goods (purchase price plus VAT) to the other processed goods at the time of processing.
- (8) Where the item we provided is inseparably commingled with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other commingled items at the time of commingling. Where the commingling takes place in such a way that the Seller's item is to be regarded as the main item, it shall be deemed agreed that the Seller shall transfer the proportional co-ownership to us and the Seller shall hold the sole ownership or the co-ownership in safe custody for us.
- (9) We retain title to tools, and the Seller is further obliged to use the tools exclusively for the manufacture of the goods we have ordered. The Seller shall insure these tools at replacement value against fire, water and theft at its own expense. The Seller hereby simultaneously assigns to us all claims for compensation under this insurance and we hereby accept the assignment. The Seller shall carry out any necessary maintenance and inspection work as well as all maintenance and repair work on tools which are wholly or partly our property at its own expense and in good time. It shall notify us immediately of any malfunctions, and claims for damages shall remain unaffected if it culpably fails to do so.
- (10) Where the security to which we are entitled under paragraphs (4) to (7) exceeds the purchase price of all our goods subject to retention of title not yet paid for by more than 10%, we shall release the security at our discretion at the Seller's request.

§ 7 Defective delivery

- (1) Unless otherwise stipulated below, statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating instructions or user manual) and in the event of other breaches of duty on the Seller's part. The place of performance for the delivery shall also be the place of performance for any subsequent performance.
- (2) In the event of subsequent performance, the Seller shall also bear the transport costs arising due to the forwarding of a purchased item to a customer after delivery in accordance with its intended purpose which must first be transported back to the place of performance and subsequently back to the customer for subsequent performance.
- (3) In accordance with statutory provisions, the Seller shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer

- of risk to us, that they conform to standard industry practice (DIN standards and EC standards), safety regulations and the approved samples.
- (4) In any event, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these GTP shall be deemed an agreement on quality. In this connection, it makes no difference whether the product description comes from us, the Seller or the manufacturer.
Where the delivery items are machines, devices or equipment, the Seller further warrants that they comply with the requirements of the special safety regulations for machines, devices and equipment applicable at the time of performance of the contract, including the occupational safety and accident prevention regulations, and that the delivery and delivery items have a CE marking. The Seller further guarantees flawless design, the use of suitable and flawless materials, the quality of the execution, the flawless function of the scope of delivery and/or performance and the achievement of the technical performance data or compliance with the agreed technical characteristics.
 - (5) Where the delivery items are machines, devices or equipment, the Seller further warrants that they comply with the requirements of the special safety regulations for machines, devices and equipment applicable at the time of performance of the contract, including the occupational safety and accident prevention regulations, and that the delivery and delivery items have a CE marking. The Seller further guarantees flawless design, the use of suitable and flawless materials, the quality of the execution, the flawless function of the scope of delivery and/or performance and the achievement of the technical performance data or compliance with the agreed technical characteristics.
 - (6) Loss of production damage is also consequential damage. Reimbursable damage also includes the ancillary costs incurred for any damage repair, e.g. removal and installation costs, material costs, travel and freight costs, costs for the provision of labour and, in particular, costs in connection with the damage or defect assessment, e.g. expert costs.
 - (7) Defective goods will be returned at the Seller's expense and risk. Where, at the request of the Seller, we assume the packaging of the returned goods or otherwise take measures for the return, any liability for non-personal injury is excluded, except in the event of wilful intent or gross negligence on our part.
 - (8) Notwithstanding section 442(1), sentence 2 of the German Civil Code, we are also entitled to claims for defects without restriction even where the defect was unknown to us at the time of conclusion of the contract due to gross negligence.
 - (9) The statutory provisions (sections 377 and 381 of the German Commercial Code) shall apply to the commercial duty to inspect and give notice of defects subject to the following conditions: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection by external examination including the delivery documents as well as during our quality control by sampling (e.g. transport damage, wrong and short delivery). For the rest, the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case, shall be decisive. Our obligation to give notice of subsequently discovered defects remains unaffected. In all cases, our complaint (notice of defects) shall be deemed transmitted promptly and in good time where it is received by the Seller within ten working days.
 - (10) The Seller shall bear the costs necessary for the purpose of inspection and subsequent performance even if it turns out that there no defect actually existed. Our liability for damages in the event of an unjustified request for elimination of defects shall remain unaffected; however, we shall only be liable in this respect if we have acknowledged or failed in a grossly negligent manner to acknowledge that there was no defect.
 - (11) Where the Seller does not fulfil its obligation to provide subsequent performance - either by remedying the defect (rectification of defects) or by delivering a defect-free item (replacement delivery), at our discretion - within a reasonable period of time we set, we may remedy the defect ourselves and demand from the Seller reimbursement of the necessary expenses or a corresponding advance payment. Where the subsequent performance by the Seller is unsuccessful or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall notify the Seller of such circumstances without delay, if possible in advance.
 - (12) For the rest, in the event of a quality or title defect, we are entitled to reduce the purchase price or withdraw from the contract in accordance with statutory provisions. We are also entitled to compensation for damages and expenses in accordance with statutory provisions.

§ 8 Special Provisions for Contracts for Work and Services, Software Services, and Design and Engineering Services

- (1) Where the Seller owes a work performance or provision of work services, the contracting parties agree that the work product intended by the performance of the contract consists of the Seller producing the owed work performance in a functional and acceptable manner. The Seller is aware that there may also be changes to the agreed work product.
- (2) We are entitled to request changes to the agreed work product. As a result, the Seller shall submit a quotation for the additional or reduced remuneration. The Seller may only refuse to carry out the requested changes where they are unreasonable for it in the individual case. Changes to achieve the agreed work product shall always be reasonable for the Seller. The parties shall seek agreement on the change and the additional or reduced compensation to be paid. Where the parties do not reach an agreement on the additional or reduced remuneration, we may order the execution of the change. The order calculation shall be used as a basis for the determination of the additional or reduced remuneration as a result of changes. Differences of opinion between the parties as to the amount of the supplementary remuneration shall not entitle the Seller to refuse to provide the supplementary performance.
- (3) Any releases on plans or other approvals shall be deemed to be visual notes only and shall not release the Seller from its obligation to perform its services in a professional and complete manner.
- (4) The prerequisite for acceptance is that the Seller has completed its performance essentially free of defects. It shall then be obliged to request a formal acceptance, of which a record shall be made and signed by both parties. Acceptance of partial services or other partial acceptances shall be excluded unless otherwise agreed in writing.
- (5) The Seller shall only be entitled to engage subcontractors for the entirety or parts of the contractual performance with our prior written consent. We may only refuse this consent for compelling reasons.
- (6) To secure all obligations on our part arising from this contract, the Seller shall provide security equivalent to 10% of the contractually agreed net order sum ("contract performance security") within two weeks of the contract formation for the fulfilment of all contractual obligations. The guarantee shall secure the fulfilment of all obligations under this contract, in particular also repayment claims including interest, claims for defects (also for remote consequential damages), claims for damages as well as claims for payment of a contractual penalty. We shall be entitled to retain payments until the handover of the contract performance bond. The performance bond will be returned at the moment of acceptance of the service.
- (7) To secure warranty claims, we will retain 5% of the agreed net order amount from the final invoice payment for the duration of the agreed warranty period. This retention can be redeemed by the Seller concurrently with the handover of an unlimited directly enforceable guarantee from of the same amount from a bank, savings bank or insurance company to secure our warranty claims (warranty guarantee).

§ 9 Extraordinary termination

- (1) Where one of the contracting parties ceases to make payments, the other contracting party shall be entitled to terminate the contract extraordinarily for the unfulfilled part or to withdraw from the contract at its discretion. This shall also apply where a contracting party's economic situation deteriorates such that the contract's performance is seriously jeopardized and the contracting party is unable to provide sufficient security for the contract's performance within a reasonable period of time.
- (2) Force majeure, labour disputes, riots, official measures or other unforeseeable, unavoidable and serious events shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties shall promptly supply one another with all necessary and reasonable information and shall adapt their contractual obligations to the changed circumstances in good faith.

§ 10 Product liability

- (1) Where the Seller is responsible for product damage, it shall indemnify us against claims by third parties to the extent that the cause lies within its sphere

of control and organization and it is liable in relation to third parties.

- (2) Within the scope of its obligation to indemnify, the Seller shall reimburse expenses in accordance with sections 683 and 670 of the German Civil Code or under sections 830, 840 and 426 of the German Civil Code, which arise from or in connection with a third-party claim, including product recalls we undertake. To the extent possible and reasonable, we shall inform the Seller of the content and scope of the recall measures and give it the opportunity to comment. Further statutory claims shall remain unaffected.
- (3) The Seller shall take out and maintain product liability insurance with a lump sum coverage of at least 5 million euro per personal injury/property damage event. The Seller shall present the insurance policy upon request.

§ 11 Intellectual property rights

- (1) The Seller warrants that no third party rights will be infringed in connection with its delivery. The Seller shall in particular be liable for ensuring that the rights of third parties, in particular patents, utility models, competition rights as well as copyrights and trademark rights or other industrial property rights are not infringed by the delivery or use of the delivery item or the work owed or its distribution or resale.
- (2) Where claims are asserted against us by a third party for this reason, the Seller shall indemnify us against these claims upon first written request. We shall not be entitled to make any agreements with the third party without the Seller's consent, in particular to conclude a settlement.
- (3) The Supplier's obligation to indemnify refers to all expenses necessarily incurred by us as a result of or in connection with claims asserted by a third party. This includes, in particular, expenses or costs incurred by us for the prevention or elimination of infringements of property rights, as well as defence costs, e.g. attorney's fees. The assertion of further claims, in particular compensation claims, shall remain unaffected.

§ 12 Other agreements

- (1) The Seller shall ensure that a delivery of spare parts is guaranteed for at least 10 years after delivery, in accordance with the agreed delivery periods for the original delivery. Where the production or supply of spare parts is discontinued during this period, the Seller shall inform us of this in order to create the opportunity to obtain the necessary spare parts for the future. Furthermore, in this event, the Seller shall provide us with the corresponding production drawings and parts lists with manufacturer's specifications, without any separate remuneration having to be paid for this.
- (2) To the extent necessary for the performance of the deliveries and services and to the extent permitted by law, the Seller shall transfer to us, without additional payment, all possible copyrights, industrial property rights and legal positions similar to industrial property rights in its services and shall grant us a comprehensive, unrestricted right of use and exploitation. In particular, we have the right to use, continue, change and publish the services provided by the Seller without the Seller's cooperation and to transfer these rights wholly and individually to a third party. This also applies in the event of premature termination of this contract. Where improvements are made in connection with the order with regard to documents or know-how we have supplied, we shall be entitled to a free, non-exclusive right of use for commercial exploitation thereof. The Seller shall grant us an unrestricted and free right of use with respect to the item it delivers or the work it creates, and this shall also apply after termination of the order.
- (3) The Seller shall ensure that personal data transmitted by the Seller during contract initiation, contract conclusion and contract execution may be processed and stored for the purposes of contract execution and within the scope of statutory documentation and retention obligations. In particular, it shall provide the data subjects with the instructions and information required by law for this purpose and obtain any necessary consents from the data subjects. The Seller shall also ensure that all persons entrusted with the performance of its obligations comply with the statutory provisions on data protection. The obligation of these persons to maintain data secrecy, as required by data protection law, shall be assumed prior to the first commencement of their activities and evidence of this shall be provided to us upon request.
- (4) The Seller shall provide evidence of state-of-the-art quality assurance. The DIN standards and, where available, the European standards, in particular CEN and CENELEC, shall apply as minimum standards.
- (5) In the event of the sale of individual production items, the Seller must also provide an initial sample inspection report in accordance with ISO 9001.

§ 13 Prescription

- (1) Unless otherwise stipulated below, the mutual claims of the contracting parties shall lapse in accordance with statutory provisions.
- (2) Notwithstanding section 438(1)(3) of the German Civil Code, the general limitation period for claims for defects is three years from the transfer of risk.
- (3) Where an acceptance has been agreed, the limitation period shall start to run from the acceptance.
- (4) The warranty period shall start afresh as a result of subsequent performance.
- (5) A written notice of defects from our company shall suspend the limitation period for 8 weeks from receipt of the notice of defects.

§ 14 Choice of Law / Place of Jurisdiction / Final Provisions

- (1) These GTP and the contractual relationship between us and the Seller shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the United Nations Convention on the International Sale of Goods (CISG).
- (2) Where the Seller is a merchant within the meaning of the German Commercial Code, a public law legal entity or a public law special fund, our registered office shall be the exclusive as well as the international place of jurisdiction for all disputes arising from the contractual relationship. The same applies where the Seller is an entrepreneur within the meaning of section 14 of the German Civil Code.
- (3) However, in all cases we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTP or, in accordance with a prior individual agreement, at the Seller's general place of jurisdiction. Overriding legislation, in particular that concerning exclusive jurisdiction, shall remain unaffected.
- (4) Where any provision of these GTP and the further agreements made is or proves invalid, this shall not affect the validity of the remainder of the contract. In place of the ineffective provisions or to fill the gap, an appropriate provision shall apply whose economic outcome - as far as legally possible - comes closest to what the contracting parties intended or would have intended according to the spirit and purpose of these terms and conditions had they considered the point.

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