**General Terms and Conditions of acadon AG**

## 1. Scope of application, form

1.1 These General Terms and Conditions (GTC) shall apply to all business relations between acadon AG (hereinafter referred to as "acadon") and its customers. They shall only apply if the customer is an entrepreneur (Section 14 of the German Civil Code, BGB), a legal entity under public law or a special fund under public law. The services are exclusively aimed at businesspeople and not consumers.

1.2 Unless otherwise agreed, the GTC shall also apply in the version valid at the time of the customer's order or in any case in the version most recently communicated to the customer in text form as a framework agreement for similar future contracts, without acadon having to refer to them again in each individual case.

1.3 These GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only form part of the contract if and insofar as acadon has expressly agreed to their validity. This approval requirement shall apply in any case, for example, even where acadon performs the contractually owed service in the knowledge of the customer's GTC.

1.4 Individual agreements concluded with the customer (including ancillary agreements, supplements and amendments) shall always take precedence over these GTC. Subject to proof to the contrary, the written contract and/or acadon's written confirmation shall be authoritative regarding the content of such agreements.

1.5 Legally relevant declarations and notifications of the customer with respect to the contract (e.g. deadlines, notification of defects, withdrawal or reduction) shall be submitted in writing, i.e. in written or text form (e.g. letter, email, fax)**.** Statutory formal requirements and other proof, in particular in the event of doubts pertaining to the credentials of the person providing such declarations, shall remain unaffected.

1.6 Reference to the validity of statutory provisions is provided for purposes of clarification only. Even without such clarification, the statutory provisions shall therefore apply insofar as these have not been directly amended or expressly excluded in these GTC.

## 2. Definitions

2.1 A consumer within the meaning of these GTC shall be any natural person who concludes a legal transaction for a purpose which cannot predominantly be assigned to its commercial or independent professional activity (Section 13 BGB).

2.2 A businessperson within the meaning of these Terms shall be a natural or legal person or a partnership with legal capacity which is carrying out its commercial or independent professional activity when concluding a legal transaction (Section 14 BGB).

2.3 Within the meaning of these GTC, a merchant shall be either a person who carries on a commercial business (Section 1 of the German Commercial Code, HGB) or someone who has registered the business name of their enterprise in the Commercial Register (Section 2 HGB).

## 3. Conclusion of contract outside of the online shop

3.1 For orders/commissions outside of acadon's online shop, quotations of acadon are non-binding and subject to change. This shall also apply if acadon has provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, estimates, references to DIN standards), other product or service descriptions or documents – including in electronic form – to which it reserves property rights and copyrights.

3.2     The customer ordering the respective service shall be regarded as a binding contract offer. Unless otherwise stated in the order, acadon shall be entitled to accept this contractual offer within 14 days of its receipt by acadon.

3.3     Acceptance may be declared to the customer either in writing (e.g. by sending an order confirmation) or by providing the service.

## 4.     Conclusion of contract for orders via the online shop

4.1     To be able to order acadon software or services via the online shop, it is essential for acadon to have prepared an individual quotation for the customer in advance.

4.2     In order to accept a quotation of this kind via the online shop, the customer must initially log in to the online shop under the corresponding menu item using the access details provided by acadon within the framework of the offer preparation.

4.3     Via the "My account" menu item, the customer can access the quotations which acadon has prepared for it and view them by clicking on "Detailed view". To start the order process and place the corresponding quotation into the digital shopping basket, the customer clicks on the "Order" button. By clicking on the "Place order" button, the customer confirms that it accepts the quotations in the shopping basket in a legally binding manner. The prerequisite for this is that the customer must accept these GTC and the Microsoft Cloud Agreement by ticking the relevant boxes.

4.4     Accepting the quotation creates an order which the customer can access via the "My orders" menu item. At the same time, acadon sends the customer an automatic order confirmation by email when the order process has been completed.

## 5.     Storing the contract text and contract language

5.1     For orders via the online shop, acadon stores the contract text after the contract has been concluded. The customer can print the contract text before submitting the order by using the print function on its browser in the final stage of the order. The customer can also view the contract text at any time online in its customer account using the "My orders" menu item.

5.2     The contract language is German.

## 6.     The subject matter of the contract and time of performance

6.1     The subject matter of the contract, scope or service description are primarily derived from the respective individual contract or its appendices or other special agreements. acadon shall be entitled to provide the services through third parties.

6.2     Information regarding the time of performance shall be non-binding, unless acadon has agreed to a date or deadline in writing as binding.

6.3     If acadon is unable to meet binding times of performance for reasons for which it is not responsible (unavailability of performance), it shall inform the customer immediately and simultaneously notify the expected new time of performance. If the service is not available even within the new performance period, acadon shall be entitled to withdraw from the contract in whole or in part; any consideration already made by the customer shall be reimbursed immediately.

6.4     The occurrence of a delay in performance shall be determined in accordance with the statutory provisions. In any case, a reminder by the customer is required.

## 7.     Delivery, transfer of risk, acceptance, delay in acceptance

7.1     If the delivery of movable goods (goods) is due, the delivery shall take place ex-works, which shall also be the place of fulfilment for the delivery and any subsequent performance. The

goods will be sent to another destination (sales shipment) at the customer's request and expense). Unless otherwise agreed, acadon shall be entitled to determine the type of shipment (especially transport company, shipping method, packaging).

7.2    The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon their handover. However, in the case of a sales shipment, the risk of accidental loss or accidental destruction of the goods as well as the risk of delay shall pass to the customer as soon as the goods are dispatched to the forwarding agent, carrier or any other person or institution designated to carry out the shipment. Insofar as acceptance is agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. If the customer is in default of acceptance, this shall be equivalent to handover or acceptance.

## 8.    Retention of title

8.1    If the subject of the contract is the delivery of goods, acadon shall retain the title on the goods sold until full payment of all of acadon's current and future claims under the purchase contract and an ongoing business relationship (secured claims).

8.2    The goods subject to retention of title may neither be pledged to third parties nor assigned as collateral until the secured claims have been paid in full. The customer must immediately notify acadon in writing if an application is filed to open insolvency proceedings or if third parties gain access (e.g. seizure) to goods belonging to acadon.

8.3    If the customer acts in a manner contrary to the contract, especially if the purchase price is not paid, the acadon shall be entitled to withdraw from the contract in accordance with statutory provisions and/or to demand the return of the goods on grounds of retention of title. The demand for the return of the goods shall not at the same time constitute a declaration of withdrawal; rather, acadon shall be entitled to demand only the return of the goods and reserve the right to withdraw. If the customer does not pay the purchase price due, acadon may only assert these rights if it has previously set the customer a reasonable payment deadline without success or if such a deadline is not required according to statutory provisions.

8.4    Until further notice, according to (c) below, the customer shall be entitled to sell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a)    The reservation of title extends to the full value of the products resulting from the processing, mixing or connection of the goods, whereby acadon shall be deemed the manufacturer. If third parties retain their title to products used in conjunction with the processing, mixing, or combining of the delivered goods, acadon shall acquire co-ownership in proportion to the invoice value of the processed, mixed, or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b)    The customer hereby assigns to acadon as security all claims against third parties arising from the resale of the goods or the product in full or in the amount of any co-ownership share in accordance with the preceding paragraph. The obligations of the customer specified in paragraph 2 shall also apply with respect to the assigned claims.

(c)    The customer shall remain authorised to collect the claim in addition to acadon. acadon undertakes not to collect the claim as long as the customer meets its payment obligations in relation to acadon, there is no deficiency in its performance and the acadon does not assert any retention of title by exercising a right pursuant to paragraph 3. However, if this is the case, acadon may demand that the customer disclose the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and notify the debtors (third parties) of the assignment. In addition, acadon shall be entitled in this case to revoke the purchaser's authority to sell and process the goods subject to retention of title.

(d)    If the realisable value of the securities exceeds acadon's secured claims by more than 10%, it shall release securities at its discretion at the customer's request.

## 9.    Customer's duty to cooperate

9.1    The customer shall support acadon with the provision of services by taking suitable cooperation actions insofar as is necessary. In particular, the customer shall be responsible for providing the functional technical infrastructure required to make use of acadon's services. In addition, the customer shall provide acadon with the information and data required for the provision of services (e.g. regarding the customer's IT infrastructure) and allow acadon access to its IT infrastructure to the extent required. Insofar as acadon relies on other service providers of the customer to provide its services, the customer shall provide acadon with the contractual details and powers of attorney necessary for the associated communication in good time.

9.2    The customer is obliged to inform acadon without undue delay of errors, error messages or changes in operation which are relevant to acadon's services.

9.3    If the customer has received passwords from acadon that are used to acadon's services, the customer is obliged to change them regularly. If the customer becomes aware that an unauthorised third party has become aware of a password, the customer must promptly inform the acadon of this and change the password immediately.

9.4    The prerequisite for the provision of services by acadon is that the customer designates qualified employees to acadon upon conclusion of contract, who are exclusively permitted to request the contractual service from acadon, in particular, to make service and support calls and who are authorised to make the decisions necessary to execute the contract. The customer shall inform us immediately of any changes in personnel that arise in this context. The customer shall ensure that the qualifications of the employees are maintained or built up when personnel changes.

9.5    In cases of support, the customer is obliged to ensure in good time before the start of the acadon's activities that, in the event of destruction or falsification, the recorded data can be reconstructed with reasonable effort on machine-readable data carriers (data security).

9.6    If, for the purposes of troubleshooting or providing other contractual services, it is necessary for acadon to access a data backup or the customer's computer system via remote maintenance or other work that enables access to personal data (especially patient data) the customer is obliged to conclude a data processing agreement (Article 28 GDPR) with acadon that regulates the protection of the personal data before receiving these services. Prior to the conclusion of such a contract governing data protection, acadon is not obliged to start providing the designated services.

9.7    If the customer fails to meet its abovementioned cooperation obligations in part or in full and this leads to any dates for service provision no longer being complied with by acadon, the corresponding deadlines which have been arranged shall lose their validity. In such case, new service appointments are to be arranged, taking acadon's resource planning into consideration. Furthermore, the customer is obliged to provide compensation for additional expenses incurred by acadon as a result of the breach of the cooperation obligations. acadon shall request in writing that the customer rectify the respective cooperation obligations or provide subsequent improvement and shall set an appropriate deadline for this. If this deadline is not met, acadon shall be entitled to terminate the contract without notice insofar as acadon has provided written warning that this will take place when setting the subsequent deadline. The assertion of further rights remains unaffected by the above provisions.

## 10.    Remuneration and payment terms

10.1    The amount of the remuneration is primarily determined in the respective individual contract. If this is not the case, acadon's current prices at the time of conclusion of contract shall apply, which this shall be subject to the statutory value-added tax.

10.2    Unless otherwise stated in the respective individual contract, the payment due shall be invoiced by acadon in accordance with the current schedule. An agreed monthly or annual flat-rate remuneration shall be due in advance; one-time fees, variable fees and other remuneration shall become due after the service is rendered.

10.3 If the parties agree on a direct debit payment, the customer authorises the customer to debit the payments to be made by it from an account specified by it on conclusion of the contract by means of direct debit authorisation. The customer is obliged to ensure sufficient coverage of the account. Should the debit from the customer's account not be possible due to a lack of funds, or should the direct debit be reversed at the request of the customer, acadon shall be entitled to additionally claim the incurred costs (e.g. return debit charges) as minimum damages. In addition, acadon shall be entitled to charge a processing fee of €8.00 per direct debit, unless the customer can prove that no or significantly less damage was actually incurred.

10.4 Should the customer not make use of a flat-rate usage option or only partially make use thereof, the agreed remuneration shall not be reduced unless the customer has a statutory right of reduction.

10.5 The customer shall only be entitled to compensation in the event that its counterclaim has been established as legally valid, is not disputed by acadon or is recognised by acadon or has a close synallagmatic relationship with acadon's claim.

10.6 If it becomes apparent after conclusion of the contract(e.g. through an application for the opening of insolvency proceedings) that acadon's claim for payment is endangered by a lack of performance on the part of the customer, acadon shall be entitled to demand an adequate guarantee and/or security for the performance of the contract. If this does not happen within a reasonable period of time, acadon shall be entitled to refuse performance according to the statutory provisions for refusing performance and – if applicable after setting a deadline – to rescind the contract (Section 321 BGB). In the case of contracts for the manufacture of custom items (individual production), acadon may declare rescission immediately; the statutory provisions concerning the non-dispensability of setting a deadline remain unaffected.

10.7 If the customer declares its rescission of the contract before receiving the goods or rendering services without legal grounds, or if the customer refuses acceptance of the goods or services without legal grounds, acadon may demand compensation in the amount of one-third of the order sum due to non-fulfilment. acadon's right to demonstrate higher damages remains unaffected; however, the lump sum shall be credited to further monetary claims. The customer may provide evidence that acadon did not incur any damage or only incurred significantly less damage than the aforementioned lump sum.

## 11. Software use

11.1 acadon provides industry solutions relating to the timber process chain in the form of specially developed

11.2 ERP software (hereinafter referred to as "acadon software"), which is based on standard software by third-party providers (e.g. Microsoft) (hereinafter referred to as "third-party provider software"). acadon makes the acadon software available for use via its online shop, for example, in the form of SaaS services. Alternatively, the customer may also acquire the acadon software for permanent use within its own IT infrastructure (purchase). When the customer orders acadon software, acadon provides the customer with the respective current version of the acadon software for the duration of the contractual relationship via the internet free of charge. For this purpose, acadon sets up the software on a server which the customer can access via the internet.

11.3 The respective current scope of the functionality of the acadon software is set out in the respective quotation.

## 12. Rights of use to the software

12.1 When the customer orders acadon software, acadon grants the customer the non-exclusive and non-transferable right to use the acadon software for the intended purpose for the duration of the contractual relationship (for SaaS services) or permanently (for purchases). The acadon software may only be used by the number of natural persons for which the customer has acquired licences as a maximum at any one time. Permissible use includes the installation of the acadon software, loading the software to the memory and the intended use by the customer. The number

of licences, as well as the nature and scope of the use, are otherwise determined by the specific content of the respective quotation.

12.2    The customer shall not be entitled to lease the software it has acquired or to sublicence it in any other way, to communicate it to the public by wire or wireless means or make it accessible or provide it to third parties for payment or without payment, e.g. in the context of application service provision or "Software as a Service".

12.3    acadon acquires the necessary rights of use to the respective third-party provider software for the intended use of the software on behalf of the customer in its name and in accordance with the respective terms of the third-party provider.

## 13.    Material defect guarantee when purchasing software

13.1    acadon provides a guarantee for the agreed properties and for the customer being able to use the software without breaching the rights of third parties. The material defect guarantee does not apply to damages resulting from the software being used in a hardware and software environment that is not suitable for the requirements on which the contract conclusion is based or for changes and modifications – or by adding apps/extensions - which the customer has made to the software without being authorised to do so by law or on the basis of previous written permission by acadon.

13.2    The customer shall check the software for obvious defects without undue delay on receipt of the software and, in the event that there are any defects, it shall report these to acadon without undue delay. Otherwise, the guarantee shall not apply to these defects. The same applies in the event that a defect of this kind is discovered at a later date. Section 377 HGB shall apply.

13.3    In the event of a material defect, acadon shall initially be entitled to provide supplementary performance, i.e. to remedy the defect ("subsequent improvement") or provide replacement delivery at its discretion. Within the framework of the replacement delivery, the customer shall accept a new version of the software unless this leads to unreasonable restrictions. In the event of defects in title, acadon shall provide the customer with a legally acceptable way in which to use the software at its discretion or amend the software such that it no longer breaches third-party rights.

13.4    acadon is entitled to provide the guarantee at the customer's premises. acadon shall also be deemed to have met its obligation to provide subsequent improvement in the event that it provides updates with an automatic installation schedule on its website for download and offers the customer telephone support to solve any installation problems which may arise.

13.5    The right of the customer to reduce the purchase price at its discretion in the event that subsequent improvement or replacement delivery fails on two occasions or to withdraw from the contract remains unaffected. The right of withdrawal shall not apply in the event of minor defects.

13.6    With the exception of damage claims, guarantee claims on the basis of material defects expire by limitation in two years and/or in one year if no consumers are involved in the transaction. The limitation shall start at the point in time of delivery of the contractual software in the event of sale on a data carrier and after notification and activation of the access details for the download area in the event of sale by means of download from the internet.

13.7    If there is a maintenance contract between the parties, the period to remedy the defects shall be determined by the time periods set out in accordance with this maintenance contract.

## 14.    Granting storage space for SaaS services

14.1    acadon provides the customer with storage space on a server to store its data.

14.2    acadon ensures that the stored data can be accessed via the internet.

14.3    The customer is not entitled to make this storage space available in part or in full to third parties for use, either for free or for payment.

14.4    The customer undertakes to refrain from storing any content on the storage space, the provision, publication or use of which violates applicable law or agreements with third parties.

## 15.    Availability for SaaS services

15.1    acadon guarantees at least 99% (ninety nine percent) availability of the software service on an annual basis. In connection with this, the software service will not be deemed unavailable if the non-availability is caused in part or in full by:

   a)    the customer's own actions or negligence;

   b)    the customer's internet connection;

   c)    planned maintenance times of which the customer is notified seven (7) days in advance;

   d)    malfunctions with upstream providers caused, for example, by power failures, network disruption, fire or other similar circumstances.

15.2    The log data of acadon is, unless there is evidence to the contrary, the determining factor for ascertaining the availability level of the software service.

## 16.    Maintenance and support for SaaS services

16.1    acadon shall be entitled to update the software to a more recent version if acadon considers this to be necessary for the safety and functionality of the software service.

16.2    acadon provides no guarantee for the software being free from errors and working without any issues. acadon corrects errors in the acadon software (which includes adaptations) in compliance with paragraph 3 and 4 of these items, unless such errors were caused by the third-party provider and/or these errors are the result of the following in full or in part:

   a)    human error, negligence, improper use or intent on the part of the customer or a third party; or

   b)    external reasons, such as, but not limited to, fire, lightning strike, water damage, explosion or destruction.

16.3    The customer shall be obliged to report errors or issues immediately, but no later than 2 (two) weeks after discovering the error(s), in writing or in text form, providing a description of the defects.

16.4    On receipt of the notification, acadon shall investigate and remedy the errors or issues (as quickly as reasonably possible) in an appropriate manner. If the reported error or the reported issue cannot be found and/or is the result of one of the causes set out in paragraph 2 in full or in part, acadon shall invoice the customer for the costs of investigating the error separately.

16.5    acadon provides a telephone number (the "hotline") to offer the customer support with the acadon software, however, this does not constitute official training.

16.6    The hotline is available on weekdays which are not bank holidays in North Rhine-Westphalia from Monday to Friday and from 9am to 4pm, with the exception of 24th December, 31st December and Rose Monday in Germany.

16.7    Only the authorised person specified by the customer on the datasheet is entitled to receive support via the hotline. The customer has the right to change this authorised person in compliance with a notice period of eight (8) days, provided that the new authorised person participates in a training session relating to the acadon software.

## 17.    Obligations of the customer for SaaS services

17.1    The customer undertakes to refrain from storing any unlawful content which violates laws, official requirements or third-party rights on the storage space provided.

17.2    The customer undertakes to prevent unauthorised access to the protected areas of the software by third parties by taking suitable precautionary measures. For this purpose, the customer shall, insofar as is necessary, instruct its employees to comply with copyright law.

17.3    Without prejudice to acadon's obligation to back up data, the customer is responsible for entering and maintaining the data and information necessary to use the SaaS services.

17.4    The customer is obliged to check information for viruses or other harmful components before entering it and to use state-of-the-art virus protection programmes for this purpose.

17.5    The customer undertakes to regularly change all passwords used to access the SaaS services. If the customer becomes aware that an unauthorised third party has become aware of a password, the customer must promptly inform the acadon of this and change the password immediately.

17.6    The content stored by the customer on the storage space intended for it may be protected by copyright and data protection laws. The customer hereby grants acadon the right to make the content stored on the server accessible to the customer via the internet when queried. In particular, the customer also grants the provider the right to be able to duplicate and transmit the content for this purpose and to reproduce it for the purposes of data backup.

## 18.    Hotline

18.1    Insofar as the customer concludes a hotline or support agreement for Non-SaaS services with acadon, paragraph 16 applies accordingly. This agreement does not establish a claim for changes or error corrections.

## 19.    acadon's liability

19.1    Unless otherwise stated in these GTC, including the following provisions, acadon shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

19.2    acadon shall be liable – irrespective of the legal grounds – within the scope of fault liability in cases of intent and gross negligence. In the case of simple negligence, acadon shall be liable, subject to statutory limitations of liability (e.g. diligence in own affairs; insignificant breach of duty; only

a) for damages resulting from injury to life, limb or health,

b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, acadon's liability shall be limited to the compensation of the foreseeable, typically occurring damage.

19.3    The limitations of liability resulting from 19.2 also apply to breaches of duty by or in favour of persons whose culpability is attributable to acadon in accordance with statutory provisions. They do not apply insofar as acadon has fraudulently concealed a defect or assumed a guarantee for the quality and for claims of the customer under the Product Liability Act.

19.4    acadon shall not be liable for data loss insofar as the damages are incurred as a result of the customer having failed to take data backup measures and thus ensure that data which is lost can be restored again with reasonable effort.

19.5    In the event that acadon services within the framework of SaaS services are used by unauthorised third parties using the customer's access details, the customer shall be liable for fees incurred in this manner within the framework of civil liability up to receipt of the customer's instruction to change the access details or notification of loss or theft insofar as the customer is responsible for the access by the unauthorised third party.

19.6 Within the framework of SaaS services, acadon shall be entitled to immediately block memory capacity if it has reasonable suspicion that the data which is stored is unlawful and/or breaches the rights of third parties. Reasonable suspicion of unlawfulness and/or a violation of the law shall, in particular, be deemed to exist in the event that courts, authorities and/or other third parties make acadon aware of such circumstances. acadon shall inform the customers about the blocking and the reason for this without undue delay. The block is to be removed when the suspicion is no longer valid.

19.7 acadon is not liable for damages that are due to the fact that the customer installs his own apps or apps from third party providers that were not previously approved in writing by acadon.

## 20. Contract term/Termination of continuing obligations

20.1 Unless otherwise stated in the respective individual contract, the contract term for continuing obligations shall be one year. The contractual relationship shall automatically be extended by one year each time if it is not terminated in writing by one of the contracting parties at least three months before it expires.

20.2 In the case of SaaS and CIOaaS services, the contractual relationship shall begin when legally binding acceptance of the respective quotation is provided by the customer and shall initially be valid for the term of one year. The contractual relationship shall automatically be extended by one year each time if it is not terminated in writing by one of the contracting parties at least six months before it expires.

20.3 However, the right of both parties to extraordinary termination under continuing obligations shall remain unaffected in all cases. Good cause shall exist, in particular, if the customer is more than 14 days in arrears with more than two instalments (in the case of payment on a monthly basis) or (in the case of payment on an annual basis) and this arrears lasts for more than two weeks after receiving a dunning notice from acadon in which the latter threatens to terminate the contract or has reserved the right to do so, or

## 21. Choice of law and place of jurisdiction

21.1 The law of the Federal Republic of Germany shall apply to these GTC and the contractual relationship between acadon and the customer, to the exclusion of international uniform law, in particular UN Sales Law.

21.2 The place of fulfilment shall be the registered office of acadon.

21.3 If the customer a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction or all disputes arising directly or indirectly from the contractual relationship shall be the registered office of acadon. In all cases, however, acadon shall also be entitled to bring a lawsuit at the registered office of the customer. Statutory provisions that take precedence, in particular with regard to sole jurisdiction, shall remain unaffected.

## 22. Final provisions

22.1 No verbal ancillary agreements exist.

22.2 The customer may only transfer rights and obligations arising from or in connection with this contract to third parties with the prior written consent of acadon.

22.3 The customer may only assert a right of retention on the basis of counterclaims arising from the respective contractual relationship.