

1. Scope

- (1) All current and future deliveries and services to be rendered to our contractual party (hereinafter referred to as "the Customer") are exclusively subject to these General Terms and Conditions of Sale and Delivery (hereinafter referred to as "T&C").
- (2) Our T&C apply exclusively. Any provisions that differ, in particular the terms and conditions of the Customer, shall only be included as part of the Contract insofar as we have expressly agreed to their validity. This requirement for approval applies across the board; for example, even if we carry out the delivery or service to the Customer without reservation in knowledge of the Customer's terms and conditions of business.
- (3) Any individual agreements concluded separately with the Customer (including ancillary agreements, supplements and amendments) shall in any case take precedence over these T&C. A written contract or our written confirmation are determinant for the content of such agreements, subject to proof of the contrary.
- (4) The T&C apply in particular to contracts for the provision of consulting, support, and other services within the scope of IT projects, as well as to contracts for the sale and/or delivery of hardware. We stress that special conditions apply for certain contractual performances which might supplement or modify the T&C.
- (5) The T&C apply only if the Customer is a businessperson (as per Section 14 of the German Civil Code (BGB)), a legal entity under public law, or a public-law special fund.

2. Conclusion of Contract, Delivery, Delay, Form

- (1) Our offerings are subject to change; this also applies if we have provided the Customer with catalogs, technical documentation, or other service and product descriptions or documents – also in electronic form – in which we reserve the right to property and copyrights.
- (2) The Customer's order shall be regarded as a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contract offer within 30 days of receipt.
- (3) All contracts for our deliveries and services which do not comply with the written form require our confirmation (i.e. order confirmation), either in the form of a handwritten signature or as issued via fax or email (i.e. text form), to be legally effective. Legally relevant declarations and notifications of the Customer pertaining to the contract (e.g. deadlines, notification of deficiencies, withdrawal, termination) must be submitted in writing or in text form. Statutory requirements of form and further substantiation, especially in case of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
- (4) We do not provide any guarantees for the quality of the deliveries and services performed. In particular, descriptions (e.g. brochures, manuals, photos, drawings, sketches, calculations, concepts, technical data, etc.) of service performance, products, or goods, along with representations of the same, do not have the nature of a guarantee of quality or service performance. Deviations typical of standard commercial practice, and which are due to legal regulations or which represent technical improvements, are permissible insofar as they do not impair usability for the contractual purpose.
- (5) If, after the conclusion of the Contract, the Customer wishes to make changes which deviate from the contractual agreements, these can only be agreed on jointly in writing or in text form, and must take into account any additional costs and schedule delays.
- (6) We reserve all rights to all offers and cost proposals provided by us or third parties, as well as tools, aids, samples, specimens, illustrations, descriptions, models, calculations, data records (even if they originate from different orders), and other documents made available to the Customer. The Customer may not make these items (as such or substantively) accessible to third parties without our permission. They may not disclose them or use them, either themselves or through third parties, nor may they reproduce them. The Customer shall completely return these items and any copies upon our request if they are no longer required by them to properly conduct business, or if negotiations have not led to the conclusion of a contract.
- (7) Contracts based on our offers and cost proposals shall be treated confidentially.

- (8) The stated delivery times are non-binding, unless otherwise agreed.
- (9) The beginning of a delivery period stated by us presupposes the clarification of all technical questions related to the delivery, as well as the timely and proper fulfillment of the obligations on the part of the Customer.
- (10) Partial deliveries shall be permitted insofar as they are not unreasonable for the Customer.
- (11) Consequent to any changes to the agreed deadlines and services to be provided which have been introduced by the Customer after conclusion of the contract, any bindingly agreed deadlines and schedule dates shall lose their binding nature and must be adjusted.

3. Prices, Offsetting, Default in Payment

- (1) Unless otherwise agreed in a particular case, our current prices at the time of conclusion of the contract shall apply, specifically based on ex-works price plus statutory VAT.
- (2) Our prices are only valid for the agreed scope of services and deliveries. Additional and special services shall be charged separately. Freight costs, packaging costs that are non-standard for commercial practice, governmental fees or charges, and customs duties shall be borne by the Customer.
- (3) Our invoices shall be due within 14 days of the invoice date at the latest, unless otherwise agreed.
- (4) Punctuality of the payment is based on when the invoice amount is received in our account. The possibility of deduction of an early payment discount requires special written agreement.
- (5) The Customer shall be considered in default as of the due date, without requiring a dunning notice.
- (6) If the Customer is in default of payment, we shall be entitled to require default interest amounting to 9 percent above the base interest rate per annum as determined by the European Central Bank. If we can prove we have incurred greater damage caused by default, we are entitled to claim this amount.
- (7) The Customer shall only be entitled to offset or retention rights to the extent that their claim has been established by a legally binding determination or is undisputed.
- (8) If, after conclusion of the contract, it becomes apparent (e.g. through a request to open insolvency proceedings) that our claim for payment is endangered by an inability to meet obligations on the part of the Customer, we are entitled to refuse performance and – if necessary, after setting a deadline – to withdraw from the contract in accordance with statutory regulations.

4. Shipment, Transfer of Risk, Place of Performance, Acceptance, Delay in Acceptance

- (1) The place of performance is our respectively responsible place of business, unless something else has been expressly agreed on in the contract.
- (2) At the request and expense of the Customer, the goods can be shipped to another destination (sale to destination). Unless otherwise agreed, we shall be entitled to determine the mode of shipment (in particular the transport companies, shipment route, packaging).
- (3) The risk of accidental loss and incidental deterioration of the goods shall be passed to the Customer at the latest upon transfer. In the case of a sale to destination, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall pass to the Customer as soon as the goods are delivered to the freight forwarder, freight carrier, or other persons designated to carry out the delivery. If an acceptance is agreed, it is decisive for the transfer of risk.
- (4) The aforementioned provisos for the transfer of risk also apply if partial deliveries are made or if we have assumed other services (e.g. shipping costs).
- (5) The loading of the vehicles and compliance with hazardous goods regulations are the responsibility of the Customer.
- (6) If the shipment or transfer is delayed due to a circumstance for which the Customer is responsible, the risk shall transfer to the Customer upon notification of readiness for shipment of items. Storage costs after transfer of risk shall be borne by the Customer.

- (7) If there is a delay in acceptance by the Customer, or the Customer fails to fulfill their obligation to cooperate, or our delivery or service performance is delayed for other reasons for which the Customer bears responsibility, we are entitled to require compensation for the resultant damage, including additional expenditures (e.g. storage costs).
- (8) In the event of an expressly agreed assumption of freight costs by us, the following shall apply:
Any increase in freight charges arising after conclusion of the contract, as well as any additional costs incurred as a result of obstruction or delay of the transport due to circumstances beyond our control, shall be borne by the Customer.
The following shall apply in general: The shipment shall only be insured by us against theft, breakage, transport damage, fire and water damage, or other insurable risks, upon the express request and at the expense of the Customer.

5. Force Majeure

Cases of force majeure and other disruptive events which are unforeseeable at the time of conclusion of the contract (e.g. pandemics, operational disruptions, failure to adhere to delivery deadlines, failures of upstream suppliers, lack of energy or raw materials, traffic disruptions, as well as strikes, lockouts, and official decrees), for which we do not bear responsibility, shall release us from the obligation to deliver items or perform services for the duration of the disruption and to the extent of its effect. If the delivery or service performance is delayed by more than one month, we shall be entitled to withdraw from the contract pertaining to the delivery or service performance affected by the delivery or service performance disruption. We are not obliged to provide for replacement.

6. Claims for Defects

- (1) The statutory provisions shall apply to the rights of the Customer in the event of material defects and legal defects, unless otherwise specified in the following.
- (2) We are not liable for defects which are known to the Customer at the time of conclusion of the contract or of which they are unaware due to gross negligence. Furthermore, enforcement of the Customer's claims for defects require that they have complied with the statutory duties of examination and notification (Section 377 et seq. of the German Commercial Code (HGB)) applicable to them.
- (3) In the case of deliveries of goods and/or performance of work services, we can initially choose whether we render subsequent performance by eliminating the defect (rectification), by delivering a defect-free item, or by manufacturing a new item (replacement delivery).
- (4) If the subsequent performance fails to fulfill a second deadline, the Customer may, in accordance with further stipulations of the statutory provisions, reduce the remuneration (diminishment) or – at their discretion – withdraw from the contract. In the event of a minor defect, however, there shall be no right of withdrawal.
- (5) We are entitled to refuse subsequent performance in accordance with applicable statutory provisions.
- (6) We shall bear or reimburse expenditures necessary for the purposes of testing and subsequent performance, in particular for transport, transit fees, labor and material costs, as well as disassembly and installation costs, in accordance with applicable statutory regulations if there is a defect. If not, we may require reimbursement from the Customer for the costs incurred from the unauthorized request for the rectification of defects (in particular test, inspection and transport costs).
- (7) The Customer may in any case only require compensation for damages and reimbursement of expenditures in accordance with the provisions of Item 7 of the T&C.

7. Liability

- (1) Subject to the proviso in Item 7, Sect. 2 of the T&C, our legal liability for damages and reimbursement of expenditures – regardless of the legal reason – is limited as follows:
- (2) We are liable for the amount limited to the foreseeable damage for the slightly negligent violation of basic obligations arising from the contractual relationship (cardinal obligations) typical of this type of contract. The term cardinal obligation refers generally to those obligations which are essential to enabling fulfillment of the proper execution of the contract, and the adherence to which the contractual partner may fully rely on.
- (3) We are not liable for the slightly negligent violation of insignificant obligations arising from the contractual relationship.
- (4) The aforementioned limitations of liability do not apply in cases of intent or gross negligence, in cases of mandatory legal liability (in particular according to the German Product Liability Act (ProdHaftG)), as well as in the case of acceptance of a guarantee or bodily injury.
- (5) The Customer is obligated to take appropriate measures to prevent and reduce damage.

8. Period of Limitation

- (1) The period of limitation for claims and rights pertaining to deficiencies is – regardless of the legal basis – 12 months from the time of delivery or acceptance. Special statutory regulations pertaining to the limitation period remain unaffected (in particular Sections 438 (1) (1) and (2), Section 438 (3), Sections 444, 445b, and Section 634a (1) (2) of the BGB).
- (2) The aforementioned limitation periods shall also apply to contractual and non-contractual claims for damages of the Customer which are based on a defect of the goods or work performance, unless the application of the regular statutory limitation period (Sections 195, 199 of the BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the Customer in accordance with Item 7 Par. 2 of the T&C shall be time-limited exclusively in accordance with to the statutory limitation periods.

9. Retention of Title

- (1) We reserve the right of ownership of all items supplied by us until the Customer has settled all claim entitlements arising from the business relationship with us. In the case of a current invoice, the retained property shall also be considered as a surety for the claim on the balance.
- (2) Our conditional retention extends to the new products resulting from the processing of the retained goods. The processing is carried out by us as a manufacturer. In case of the processing, combination, or mixing with items not belonging to us, we acquire co-ownership in the ratio of the invoice value of our retained goods to the invoice values of the other items.
- (3) As long as the Customer is willing and able to properly fulfill their obligations toward us, they may dispose of the goods in our possession or co-ownership in the ordinary course of business. The following applies specifically:
 - (3.1) If the Customer withholds payment of the purchase price to their customers, the Customer shall retain ownership of the modified goods with regard to the latter. Without this conditional retention, the Customer is not authorized to dispose of the conditionally retained goods.
 - (3.2) All claims arising from the sale of goods subject to retention of title, including bills of exchange and checks, are already assigned to us by the Customer at this point to secure our claims derived from the business relationship. In the event of the sale of goods in which we have co-ownership, the assignment shall be limited to the share of claims corresponding to our co-ownership interest. In case of processing within the framework of a contract for services, the demand for work wages in the pro rata amount of its invoice for the retained goods processed by the company is already assigned to us. The Customer is only authorized to resell or otherwise utilize the retained goods if it is ensured that the claims arising from it are transferred to us.

- (4) If the assigned claim is included in a current invoice, the Customer has now already assigned to us a proportional amount of the balance corresponding to the amount of this claim (including the corresponding part of the closing balance) from the current account. If interim balances are drawn and their presentation has been agreed, the claim for the next balance due to us, according to the aforementioned proviso, shall be treated as assigned to us.
- (5) Until our revocation, the Customer is authorized to collect the claims assigned to us.
- (6) As long as we reserve the right to property, the Customer shall treat and store retained goods with care, provided they can dispose of them, and also carry out necessary and customary inspection, maintenance and upkeep work at their own expense. During the period of the retention of title, the Customer may neither pledge the retained goods nor assign them as security. Access by third parties to the retained goods, for example by way of attachment or seizure, as well as damage or destruction must be reported to us immediately in writing or in text form. The Customer shall bear all costs that are necessary for the dissolution of access and for the recovery of the retained goods, insofar as they cannot be collected by third parties.
- (7) In the event of a breach of the obligation to treat the retained goods with due diligence and further exercise the duty of due diligence by the Customer, as well as in the event of a delay in payment of secured claims, we are entitled to retrieve the retained goods. The retrieval shall only constitute a withdrawal from the Contract if we declare this in writing or in text form. After retrieval we are authorized to gainfully utilize the goods, whereby the revenue is to be credited to the Customer's liabilities, minus appropriate costs incurred in the utilization. The same shall apply in all other cases of the Customer actions contrary to the contract.
- (8) If the realizable value of the securities exceeds the claims to be secured, not only temporarily and by more than 10%, we shall consequently release securities at the Customer's request and discretion.
- (9) If the retention of title does not comply with the legal provisions applicable in the relevant country or is only limitedly permissible, our aforementioned rights shall be limited to the legally permissible scope.

10. Acceptance

- (1) Acceptance of the services performed is based on the applicable statutory regulations. The following applies to our contractual obligations:
- (2) We shall inform the Customer in writing or by email upon completed performance of the respective services. The Customer shall undertake to immediately examine the performance and to declare acceptance in writing or in text form within a reasonable period of acceptance set by us.
- (3) The service performances shall be deemed as having been accepted if the Customer does not refuse acceptance within the time limit set by us, stating any asserted deficiencies, and we have informed them in writing or in text form about the consequences of a refusal of acceptance, pursuant to our request for acceptance, which has not been declared or which has been refused without stating any deficiencies. In addition, the service performances shall also be deemed to have been accepted if the Customer has made use of them.
- (4) Acceptance cannot be refused due to minor defects and/or minor partial services for which the performance is still pending. Any minor partial services that may still be pending, or the rectification of defects, shall be accomplished or remedied as soon as possible.

11. Rights of Use

Unless otherwise agreed in the Contract, the Customer is granted a simple, non-transferable permanent right, which can also not be sublicensed, to utilize the service results for the Customer's own internal company purposes. Any usage that deviates from or goes beyond the intended use requires our prior written consent.

12. Confidentiality, Data Protection

- (1) The Contracting Parties are obliged to treat all confidential information, business secrets and trade secrets obtained within the scope of the contractual relationship with secrecy, and in particular not to disclose them to third parties or to use them in any way other than for contractual purposes.
- (2) The Contracting Parties shall undertake to observe the applicable legal data protection regulations in the handling of personal data. If the Customer's personal data is processed by us as contracted, we will conclude an agreement with the Customer for order processing which complies with the statutory regulations.

13. Final Provisions

- (1) References to the validity of applicable legal regulations in the T&C are only for the sake of clarification. The statutory regulations apply even without such clarification, insofar as they are not directly amended or expressly excluded in these T&C.
- (2) Assignment of the claim against us to a third party without our consent is excluded. Section 354a of the German Commercial Code (HGB) shall remain unaffected.
- (3) The entire legal relationship between us and the Customer shall be governed exclusively by German law, to the exclusion of the reference standards of international civil law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (4) If the Customer is a merchant in terms of the German Commercial Code (HGB), a legal entity under public law, a special fund under public law, or a businessperson (as per Section 14 of the German Civil Code (BGB)), the relevant court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is exclusively Speyer, Germany. In any case, however, we are also entitled to take legal action in the relevant court of jurisdiction of the Customer. Statutory regulations of overriding validity, in particular regarding exclusive responsibilities, shall remain unaffected.
- (5) Should any provision in these General Terms and Conditions of Sale and Delivery ("T&C"), or in the contracts concluded pursuant to it, be found to be or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions. Instead of the ineffective provision or the ineffective part of the provision, a substitute provision that most closely corresponds to the intended purpose of the invalid provision shall become valid. The same shall apply in the event that the Contractual Parties subsequently determine that these T&C or the contracts concluded pursuant to it are incomplete.