

## General terms and conditions

### 1. Validity

- 1.1. These general terms and conditions apply exclusively and only to entrepreneurs, legal entities under public law or special funds under public law within the meaning of section 310 (1) of the German Civil Code (hereinafter: customers). 1.2. All of our offers, contracts and deliveries are based on the following conditions; they also apply if we do not expressly refer to them in individual cases, at the latest when placing an order or accepting our goods as recognized by the customer, and in particular also for future deliveries and contracts within a continuing business relationship.
- 1.3. Our terms and conditions apply exclusively; We do not recognize any customer conditions that conflict with or deviate from our terms and conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions also apply if we unconditionally provide the customer with knowledge of terms that conflict with or differ from our terms and conditions.
- 1.4. The offers of our software license agreement also apply to offers, contracts and deliveries of software products.

### 2. Written form / conclusion of the contract

- 2.1. The order by a customer is a binding offer. The order will be legally accepted by us if a written order confirmation is sent to the customer within two weeks. Verbal or telephone offers on our part are non-binding. They will only become binding if we confirm them in writing within two weeks. The same applies to additions, changes or side agreements.
- 2.2. Drawings, illustrations, dimensions or other performance data are only binding if this has been expressly agreed. We reserve ownership and copyrights to such documents. The documents may not be made accessible to third parties.

### 3. Delivery times, delivery dates, force majeure, damage caused by delay

- 3.1. Unless otherwise agreed, delivery times and delivery dates are to be understood as an approximate determination of the delivery time. Delivery periods begin on the date of the order confirmation, however not before all agreed or otherwise necessary requirements have been met by the customer and all details of the execution have been clarified.
- 3.2. The delivery deadlines and delivery dates are met if the delivery item is made available for collection by the end of the delivery or if the customer is informed of the readiness for transport by a corresponding transport agreement.
- 3.4. If the delivery or service owed by us is delayed due to unforeseeable and not culpable circumstances (e.g. industrial disputes, operational disruptions, transport obstacles, lack of materials, import restrictions, official measures - in each case also with our upstream suppliers - as well as late delivery ourselves), we are entitled, in whole or in part, from Withdraw from the contract or, at our option, postpone delivery for the duration of the impediment.
- 3.5. If bindingly agreed deadlines are exceeded, the customer is entitled to set us a reasonable grace period after the deadline has been exceeded by half of the originally agreed deadline. If the contractually owed performance is not fulfilled by us by the expiry of the grace period, the customer has the right to demand compensation for delay due to a delay caused by us. The amount of the delay compensation for each full week of the delay is a maximum of 0.5%, but in total a maximum of 5% of the value of that part of the total delivery that cannot be fulfilled in time due to the delay. Claims beyond this are excluded unless the delay is due to gross negligence or willful intent.
- 3.6. Compliance with the delivery deadline presupposes the fulfillment of the customers contractual obligations.

### 4. Dispatch and transfer of risk, partial deliveries

- 4.1. If the delivery item is sent at the request of the customer, the risk of accidental loss and accidental deterioration passes to the customer when it is handed over to the transport company, but at the latest when we leave our company, regardless of whether the delivery is

made from the place of performance or who bears the shipping costs. This also applies when using our own means of transport.

- 4.2. If the delivery item is ready for dispatch and the dispatch or collection is delayed for reasons for which we are not responsible, the risk passes to the customer from the day of readiness for dispatch. We are obliged, at the request and at the expense of the customer, to arrange the insurance for the delivery item that the customer requires.
- 4.3. Delivered items, even if they have insignificant defects, are to be accepted by the customer without prejudice to the rights under Section 7.
- 4.4. Partial deliveries are permitted; each partial delivery is considered a separate delivery.

### 5. Prices, terms of payment, counter-rights

- 5.1. In the absence of a special agreement, our prices apply to deliveries within Germany to the point of sale including normal packaging and for international deliveries ex works including normal packaging.
- 5.2. Unless otherwise agreed, payments from our customers in Germany must be made to our account within 14 days of the invoice date without deduction; Customers abroad have to pay in advance.
- 5.3. If the customer is in arrears with payment, we charge default interest of 8% pa above the respective base rate until receipt of payment; the assertion of higher damage remains unaffected.
- 5.4. If the customer is in arrears with the payment of his liabilities resulting from the business relationships with us, then we are not obliged to make further deliveries and are entitled to withdraw from the contract in this respect and to claim damages for non-performance.
- 5.5. If there are reasonable doubts about the solvency or creditworthiness of the customer after the conclusion of the contract (e.g. non-cashing of checks, discontinuation of payments), we can make our delivery dependent on cash payment or prior security or withdraw from the contract in whole or in part and the retention of title according to point 9 claim.
- 5.6. Bills of exchange are only accepted on account of performance and without guarantee for protest, as well as only by agreement and subject to the condition or discountability. Discount, collection and exchange stamp tax are calculated from the due date of the invoice amount.
- 5.7. The customer can only offset our claim against his claim or assert rights of retention insofar as his claims are undisputed, legally established or recognized by us.

### 6. Execution

Customary unavoidable deviations No complaints can be made regarding material, design or similar features insofar as our services as a whole remain reasonable for the customer. Incidentally, information and performance features are understood with the usual tolerances.

### 7. Warranty

- 7.1. Warranty claims by our customers require that they have properly complied with their inspection and notification obligations owed under Section 377 HGB. In particular, obvious defects must be reported within one day of delivery. When calculating the deadline, the time of delivery of the goods to the customer is decisive. Defects that are not obvious must be reported immediately after discovery and within one year of delivery. Transport damage must be recorded and confirmed in the presence of the person performing the transport.
- 7.2. The customer is aware that, according to the state of the art, errors in programs and the associated materials cannot be excluded. Warranty claims expire one year after delivery of the goods to our customers. Our customers must report the defects in writing in a comprehensible form. If the defect cannot be determined by us during the inspection, the costs of the inspection are borne by the customer, in particular if the object of the contract is used incorrectly or if there are other malfunctions for which we are not responsible. The inspection and rectification of defects is at our choice either at the customer, at the installation site or in our business premises. At our discretion, the

warranty is given either by eliminating the error or by new delivery with an error-free item. If the subsequent performance fails, the customer can - regardless of any claims for damages - withdraw from the contract or reduce it.

- 7.3. We accept no liability for damage caused by the following reasons: natural wear and tear, incorrect handling, unauthorized changes to the delivery item, non-compliance with operating and maintenance instructions, replacement of parts or use of consumables that do not meet the original specifications.
- 7.4. Warranty claims against us are only available to the direct customer and are not transferable.

### 8. Limitation of liability

- 8.1. Our liability for contractual breaches of duty and tort is limited to willful intent and gross negligence as well as compensation for damage typically occurring. This does not apply to injury to life, limb and health of the customer, claims due to the violation of cardinal obligations and compensation for damage caused by delay (§ 286 BGB). In this respect, we are only liable for the typically occurring damage. With regard to damage caused by delay, point 3 of these General Terms and Conditions applies.
- 8.2. The aforementioned disclaimer also applies to slightly negligent breaches of duty by our vicarious agents.
- 8.3. Insofar as liability for damage that is not based on the injury to life, limb or health of the customer for slight negligence is not excluded, such claims expire within one year from the time the claim arose. Deviating from § 195 BGB, our claims for payment become statute-barred after five years. Section 199 of the German Civil Code applies to the beginning of the limitation period.

### 9. Retention of title

- 9.1. We reserve ownership of the delivery item until all claims against the customer from the business relationship, including future claims, including from contracts concluded at the same time or later, have been settled (including balance or current account claims). The collateral remains in existence until we are released from any liability for bills of exchange, for example in the context of any check / exchange procedures (which we only accept on the basis of express written agreements).
- 9.2. The customer is entitled to resell the delivery item in the ordinary course of business. He already assigns to us all claims with all ancillary rights that arise from the resale against the customer or against third parties. The customer remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. Upon request, the customer must notify us of the assigned claims and their debtors, provide all the information necessary for collection, hand over the associated documents and notify the debtor of the assignment. If the delivery item is resold together with other items that do not belong to us, the customer's claim against the customer in the amount of the delivery price agreed between us and the customer is deemed to be assigned. All ancillary and security rights from the sale, including bills of exchange, checks and claims from the payment of letters of credit, are also assigned from the time of their creation. This also applies with regard to any balance claims, including the final balance, if claims from a resale by the customer are included in a current account relationship with its customers. We can revoke the customer's authority to collect the claims if the customer fails to meet an obligation towards us on time or if specific circumstances arise that make our rights appear to be at risk. The customer's authorization to collect shall expire immediately if he suspends his payments, if he is enforced against him, if he is asked by the court to disclose his financial circumstances, if an application is made to open judicial settlement or bankruptcy proceedings against his assets or if he is concerned about one tried out of court settlement.
- 9.3. At the customer's request, we will release the collateral at our option insofar as the value of the collateral exceeds our claims by more than 20%.
- 9.4. The customer is obliged to insure the delivery item - as long as it is in our property - at his own expense against theft, breakage, fire, water and other damage. The customer must provide us with proof of the conclusion of the insurance in writing. We are also entitled to insure the delivery item at the customer's expense. If we take out appropriate insurance, this will be communicated to the customer, who is exempt from his own insurance obligation.
- 9.5. The customer may neither pledge the delivery item nor assign it as

security. In the event of seizure, confiscation or other dispositions by third parties, the customer must inform us immediately. The customer bears the costs and damage.

### 10. Other provisions

- 10.1. Changes and additions to the terms and conditions and the contract between us and our customers must be in writing to be effective. This also applies to the waiver of the written form requirement.
- 10.2. Place of fulfillment and exclusive place of jurisdiction for all disputes arising directly or indirectly from the purchase contract - including for complaints in the document and bill of exchange process - is our place of business. We are also entitled to sue the customer at his general place of jurisdiction.
- 10.3. The law of the Federal Republic of Germany applies to these terms and conditions and the entire legal relationship between us and the customer. The Uniform International Sales Law and the UN Sales Law expressly do not apply.
- 10.4. The export of our goods to non-EU countries requires our written consent. May 10th Should a provision of these conditions be or become ineffective, this will not affect the effectiveness of the other agreements.