

Terms and Conditions of Delivery and Service

of Sieveo GmbH

A. General Terms and Conditions

1. General, scope and application

- 1.1 These Terms and Conditions of Delivery and Service apply to all our business relations with our customers ("Customer").
- 1.2 These Terms and Conditions of Delivery and Service shall apply in particular to contracts for the sale and/or rent as well as the delivery of movable goods ("Hardware"), irrespective of whether we manufacture the Hardware ourselves or purchase them from suppliers (§§ 433, 650 BGB – German Civil Code), the sale and/or rent of Software (Hardware and Software individually and collectively also referred to as "Goods") as well as the provision of services. Unless otherwise agreed, the Terms and Conditions of Delivery and Service in the version valid at the time of the Customer's order, or in any case in the version last communicated to the Customer in text form, shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case
- 1.3 Our deliveries, services and offers are made exclusively on the basis of these Terms and Conditions of Delivery and Service; we do not recognize any terms and conditions of the Customer which contradict or deviate from our Terms and Conditions of Delivery and Service unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Delivery and Service shall apply even if we supply to the Customer without reservation in the knowledge of the Customer's terms and conditions which conflict with or deviate from our Terms and Conditions of Delivery and Service, or if the Customer refers to its terms and conditions in connection with the order and we do not expressly object to them.
- 1.4 Our Terms and Conditions of Delivery and Service shall only apply to entrepreneurs (§ 14 BGB), legal persons under public law and special funds under public law ("öffentlich-rechtliches Sondervermögen").
- 1.5 Individual agreements made with the Customer in individual cases (e.g. framework agreements or quality assurance clauses) shall always take precedence. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms of the International Chamber of Commerce in Paris (ICC) in the version valid at the time of the conclusion of the contract.
- 1.6 Legally relevant declarations and notifications by the Customer regarding the contract (e.g. setting of deadlines, reminders or withdrawal) must be made in writing. Written form in the sense of our Terms and Conditions of Delivery and Service includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the case of doubt as to the legitimacy of the person making the declaration, shall remain unaffected.
- 1.7 Insofar as reference is made below to the applicability of statutory provisions, this shall be for the purpose of clarification only. Even without such clarification, the statutory provisions shall therefore apply unless we have directly amended or expressly excluded them in our Terms and Conditions of Delivery and Service.

2. Conclusion of contract

- 2.1 Our offers are made without engagement, are non-binding and are subject to prior sale unless they are expressly designated as binding. This also applies if we have provided the Customer with samples, catalogues, other product descriptions or documents – also in electronic form – to which we reserve title and copyright.
- 2.2 The Customer's order for the Goods shall be deemed to be a binding offer to contract. Unless otherwise stated in the order, we are entitled to accept this offer to contract within two (2) weeks of receipt.
- 2.3 The Customer may indicate in its order whether it wishes to purchase or rent the Goods. If no such indication is made, the Goods are deemed to have been rented. We are free to decide whether to accept orders, in particular whether to enter into a contract under the selected option.
- 2.4 Acceptance of offers to contract may be declared by us either in writing (e.g. by order confirmation) or by delivery or installation of the Goods to the Customer.
- 2.5 The documents provided by the Customer (specifications, drawings, samples, etc.) shall be authoritative for us; the Customer shall be liable for their correctness in terms of content, technical feasibility and completeness; we shall not be obliged to carry out a review of the same.
- 2.6 As of the conclusion of the contract, contracts that establish continuing obligations (such as the rent of hardware and software, and the provision of services) shall run for the agreed minimum term. Thereafter, the contractual term shall be extended for an indefinite period unless either party terminates the agreement in accordance with the provisions of Clause A.7.3.

3. Prices and terms of payment

- 3.1 Unless agreed otherwise, our prices valid at the time of the conclusion of the contract shall be ex works (plus statutory value added tax).
- 3.2 Unless provided otherwise in the order confirmation, our prices are EXW (ex works in Siegen, Germany) in accordance with Incoterms 2020 or respective current version. Packaging costs are not included in the prices, unless expressly agreed otherwise.
- 3.3 Unless provided otherwise in the order confirmation, our invoices show net amounts and shall be due and payable (without deductions) within fourteen (14) days after the date of invoice and receipt. However, we are entitled at any time, even during an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We demand advance payment at the latest with the order confirmation.

- 3.4 Customer is not entitled to withhold payments based on counter-claims or off set counter-claims unless these counter-claims have been recognized by us, are undisputed or have been established by a final non-appealable court decision (res judicata). However, counter-claims of the Customer existing or arising under the same contract for defects or non-performance and/or unfinished or incomplete performance remain unaffected.

- 3.5 If it becomes apparent after conclusion of the contract (e.g. through termination of the commercial credit insurance or application for the opening of insolvency proceedings) that our claim to the purchase price is endangered by the Customer's lack of ability to pay, we are entitled to withdraw from the contract in accordance with the statutory provisions on refusal of performance and – if necessary after setting a deadline – to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible Goods (custom-made products), we can declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

4. Delivery and performance period, delay, force majeure

- 4.1 Unless expressly agreed otherwise, indications of delivery and performance periods are only approximate. A delivery and/or performance period shall not commence before all details of the execution of the contract have been clarified and both parties have agreed on the conditions of the order. Agreed delivery and/or performance dates shall be postponed accordingly.
- 4.2 Compliance with our delivery and performance obligations shall further be subject to the timely and proper fulfillment of the obligations incumbent on the Customer. This includes, in particular, the timely and complete delivery of the documents to be supplied by the Customer, insofar as we perform according to drawings, specifications, samples, guidelines and/or other documents of the Customer. We reserve the right to raise the defense of non-performance of the contract
- 4.3 Default of delivery on our part shall be subject to the statutory provisions. In any case, however, a reminder is required.
- 4.4 If we are prevented from keeping agreed delivery or performance dates as a result of force majeure, such as for instance labor disputes, governmental action, energy or raw material shortages, transport bottlenecks or hindrances, pandemics or epidemics and measures to contain them, operational hindrances, for example due to fire, water and/or machine defects, for which we are not responsible, or other disruptions in the flow of operations either at our premises or those of suppliers or subcontractors for which we are not responsible and which can be proved to have a significant impact, we are obliged to inform the Customer without undue delay ("unverzüglich"). In such cases we are entitled to extend the delivery or performance period by the period of the event of force majeure or the disruption if we have informed the Customer pursuant to the above information obligation. If delivery or performance becomes impossible as a result thereof, our obligation to supply shall become null and void to the exclusion of claims for damages. If the Customer proves that subsequent performance of the contract is of no interest to him as a result of the delay, the Customer may withdraw from the contract to the exclusion of any further claims. If the event of force majeure or the disruption lasts longer than one month, we may withdraw from the contract as regards to that part which has not yet been performed if we have informed the Customer pursuant to the above information obligation and if we have not assumed the risk of procurement ("Beschaffungsrisiko") or a delivery guarantee. Force majeure is any external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human experience and understanding, which cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the circumstances, and which is also not to be accepted by us due to its prevalence.
- 4.5 Article 4.4 applies *mutatis mutandis* if and to the extent that we had entered into a covering transaction before the conclusion of the contract with the Customer which – if properly executed – would have enabled us to fulfil our contractual obligations in our relationship with the Customer, and we have been supplied by our suppliers incorrectly and/or belatedly and neither we nor our suppliers are at fault.
- 4.6 If we are in default of delivery, the Customer shall be entitled to set a reasonable grace period in writing and to withdraw from the contract upon expiry of this grace period without result. The setting of a grace period shall not be required if we seriously and finally refuse performance or if the respective contract is a transaction for delivery by a fixed date ("Fixgeschäft") in terms of § 323 para. 2 no. 2 BGB or § 376 HGB (German Commercial Code) or if special circumstances exist which, after weighing the interests of both parties, justify immediate withdrawal.
- 4.7 The rights of the Customer in accordance with clause A.6 of these Terms and Conditions of Delivery and Service (Liability exclusions and limitations) and our legal rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

5. Intellectual Property

- 5.1 Unless otherwise agreed, we shall be entitled to the rights to the results of our services (in particular any rights to inventions, rights of use under copyright law or any other intellectual property rights) in relation to the Customer. Upon full payment of the agreed remuneration (or the respective partial amounts due), the Customer shall receive the non-exclusive, non-transferable, perpetual right

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to use the results of our services (in compliance with any other terms and conditions of our agreement with the customer) for its own business purposes or for the purposes stated in the offer and/or order confirmation. The granting of further rights of use requires a separate agreement.

5.2 Unless otherwise agreed, the rights to the Customer's existing results shall remain with the Customer. We are entitled to use existing results of the Customer if and to the extent that this is necessary for the provision of the agreed services.

6. Liability exclusions and limitations

6.1 Subject to the provisions in Article A.6.2, we are only liable for damages – in the case of contractual, non-contractual or other damage claims, irrespective of the legal reason, in particular due to defects, default and impossibility, culpa in contrahendo and tort – in case of wilful intent and/or gross negligence, including wilful intent and/or gross negligence on the part of our representatives or vicarious agents. In addition, we are also liable in the case of mild negligence, including mild negligence of our representatives and vicarious agents, for damages arising from the infringement of an essential contractual duty, i.e. a duty, the satisfaction of which makes the due implementation of the contract at all possible and which the Customer can therefore usually expect to be satisfied by us (cardinal duty, "Kardinalpflicht"). If and to the extent that we are not liable for wilfully infringing a duty, the liability for damages shall, however, be restricted to the foreseeable, typical damage.

6.2 Claims for damages arising from injury of life or limb or health as well as claims of the Customer pursuant to the German Product Liability Act (Produkthaftungsgesetz) and the special statutory provisions governing ultimate delivery of the Goods to a consumer as well as other mandatory statutory liability regulations shall not be affected by the liability exclusions and limitations set out in Article A.6.1. The above liability exclusions and limitations shall also not apply insofar as we have fraudulently concealed a defect or insofar as we are liable because of the assumption of a guarantee or of the risk of procurement ("Beschaffungsrisiko").

6.3 Articles A.6.1 and A.6.2 also apply if the Customer demands reimbursement of futile expenses instead of a claim for damages.

6.4 Insofar as our liability for damages is excluded or limited, this also applies with regard to personal liability for damages of our employees, representatives and vicarious agents which is based on the same legal reason.

7. Right of withdrawal, right of termination

7.1 The Customer is only entitled to withdraw from the contract for a breach of duty on our part other than a defect if we can be made responsible for such breach of duty.

7.2 If the contract in question is a contract for work and services in which the contractor undertakes to bring about a particular result ("Werkvertrag") or a contract for work and services in which the contractor supplies the material from which non-fungible movable items are to be made ("Werklieferungsvertrag"), the right of the Customer to freely terminate the contract according to §§ 650, 648 BGB is excluded.

7.3 Continuing obligations under this Agreement (in particular the rent of hardware and software, and the provision of services) may be terminated by the Customer with three (3) months' notice to the end of the agreed minimum term or, following expiry of the minimum term, with three (3) months' notice to the end of a calendar month. The right to terminate without notice for good cause remains unaffected.

7.4 The Customer's withdrawal from the hardware purchase agreement or termination of the hardware rent agreement shall constitute an extraordinary ground for termination of the software rent agreement by us.

8. Compliance, confidentiality, export control

8.1 The Customer is obliged to comply with all applicable statutory provisions, in particular, with anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.

8.2 The Customer strictly complies with all applicable European Union ("EU"), United States of America ("US") and other export control and sanction laws and regulations ("Export Control Regulations").

8.3 The Customer shall notify us beforehand and disclose any information (incl. end-use) necessary for us to comply with Export Control Regulations in case products, technology, software, services or any other Goods delivered by us are specifically ordered for use in connection with

(i) any country, territory, person or entity that is subject to any restrictions or prohibitions under the EU, US or any other applicable export control and sanction regulations or

(ii) design, development, production or use of military or nuclear Goods, chemical or biological weapons, rocket, space or air vehicle applications and means of transportation

8.4 The fulfilment of the contractual obligations by us is subject to the proviso that the applicable Export Control Regulations do not contravene. In such a case, we are, in particular, entitled to refuse or withhold the contractual fulfilment without any liability towards the Customer.

8.5 The Parties undertake to maintain strict confidentiality with respect to all confidential information obtained in the course of this contractual relationship (in particular in connection with the provision of software), including but not limited to trade or business secrets of the other Party, and not to disclose such

information or use it for any purpose other than as expressly permitted under this Agreement.

8.6 The sale, export and re-export of the Contract Goods to Russia and/or Belarus and the sale, export and re-export of the Goods for use in Russia and/or Belarus are prohibited. Any violation shall constitute a material breach of the contract and shall be grounds for extraordinary termination without notice. Further rights are reserved.

9. Jurisdiction, applicable law, severability

9.1 If the Customer is a merchant, legal persons under public law or a special funds under public law ("öffentlich-rechtliches Sondervermögen") as defined by German law, the place of jurisdiction for any and all disputes arising directly or indirectly from the contractual relationship shall be Siegen, Germany. We are, however, entitled to also take legal action against the Customer before the court having jurisdiction at its place of residence.

9.2 The law of the Federal Republic of Germany shall apply. The application of the UN sales law (CISG - United Nations Convention on Contracts for the International Sale of Goods) is excluded.

9.3 Should any provision of these Terms and Conditions of Delivery and Service or any individual provision of any other agreements be or become invalid or unenforceable, the validity of the remaining provisions or agreements shall not be affected thereby.

B. Special Terms and Conditions for the Purchase of Goods

1. Transfer of risk, shipping

1.1 Unless indicated otherwise in the order confirmation, delivery is EXW (ex works) according to Incoterms 2020 or their current version. Place of delivery and place of performance shall be our plant in Siegen, Germany. This shall also apply if we have assumed the transport costs or incurred them for the Customer or if partial deliveries are made.

1.2 At the request and at the expense of the Customer, the Goods may be shipped to another destination (sale by delivery to a place other than the place of performance, "Versendungskauf").

1.3 If shipment has been agreed, the risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer upon handover to the forwarder, carrier or other person or institution designated to carry out the shipment. This shall also apply if we have assumed the transport costs or incurred expenses for the Customer or if partial deliveries are made. If shipment or handover is delayed for reasons for which the Customer is responsible, the risk shall pass to the Customer from the day on which the Goods are ready for shipment and we have notified the Customer thereof.

1.4 If formal approval 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 to an agreed formal approval, unless provided otherwise below.

1.5 If acceptance is required, the Goods shall be deemed to have been accepted if

(i) the delivery and, insofar as we also owe the installation, the installation have been completed,

(ii) we have notified the Customer thereof with reference to the deemed acceptance pursuant to this clause B.2.5 and have requested the Customer to accept the Goods,

(iii) twenty (20) working days have passed since delivery or installation, and

(iv) the Customer has failed to accept the Goods within this period, unless the failure to accept was due to a defect notified to us which makes the use of the Goods impossible or significantly impairs their use.

1.6 If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance of the Goods.

1.7 The Customer shall inform us in writing if he requests a special mode of transport and/or coverage by a transport insurance policy for the dispatch; the Customer shall bear any costs thus incurred even if we have assumed the transport costs by way of exception otherwise.

1.8 We are entitled to make part deliveries if these are reasonably acceptable to the Customer under consideration of the Customer's interests.

1.9 If the Customer is in default of acceptance or if the delivery is delayed for reasons which are attributable to the Customer, we will be entitled to claim compensation for the damage incurred as a result thereof, including additional expenses, if any. In these cases, we will store the Goods at the Customer's risk and invoice the Customer for such storage.

2. Packaging

2.1 Unless agreed otherwise, the packaging is at our discretion. The costs of packaging are borne by the Customer.

2.2 The packaging of our products (including transport packaging, sales packaging and outer packaging) must be disposed of properly. For this reason, we are legally obligated under § 15 para. 1 VerpackG (German Packaging Act) to organize and monitor the proper return and recycling of our packaging.

2.3 In the interest of an efficient and careful use of resources, in particular to avoid unnecessary transport routes, the Customer undertakes, on our behalf and in accordance with the applicable law, to dispose of the packaging of the products delivered by us (including transport packaging, sales packaging and outer packaging) properly and at its own expense.

2.4 Upon request, the Customer provides us with evidence of the proper disposal of the packaging of the products delivered by us without undue delay and in a

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- suitable form and shall cooperate to the required extent in packaging law procedures of the competent authorities.
- 2.5 The Customer undertakes to use the products delivered by us directly in its business or to process them further or to deliver them to further processing companies so that the packaging of the respective products is not regarded as waste at a private end user or at comparable points of accumulation in accordance with § 3 para. 11 VerpackG. Insofar as the Customer does not (or no longer) fulfill the aforementioned obligation for products delivered to it, it undertakes to inform us immediately in text form.
- 3. Installation of Hardware**
- 3.1 Upon the Customer's request, the hardware will not be shipped for self-installation but instead delivered to the place of use and installed there by us or one of our service technicians, subject to an additional fee.
- 3.2 We expect that all previously defined required components are available, accessible and ready to use at the Customer's location.
- 3.3 We shall notify the Customer of the installation date (including the scheduled date and approximate time) well in advance, and in any case at least two (2) weeks prior to the appointment. We will endeavour to consider the Customer's scheduling preferences but will generally plan routes for optimal efficiency and determine the installation date accordingly. The Customer shall ensure that either they or an authorized representative is present and available at the specified site on the installation date to assist with and confirm completion of the installation.
- 3.4 If the scheduled appointment does not take place for reasons not attributable to us and a new appointment must be arranged, we may claim reimbursement of the costs incurred for the failed appointment. If the second installation attempt also fails for reasons attributable to the Customer, the Customer shall be deemed in default of acceptance, and we shall be entitled to invoice the purchase price or the agreed monthly rental payment, as applicable, on a continuing basis.
- 4. Delivery and Installation of Software**
- 4.1 We shall provide the Customer with the number of copies of the software required for the usage and exploitation rights granted under Section D, in machine-readable form, either on a customary data carrier or via remote data transmission, at the Customer's choice. The Customer will receive the documentation as an electronic document in English, along with an electronic copy of the software user manual in English. The place of performance for delivery is our registered office in Siegen, Germany. The Customer shall bear all costs and risks associated with delivery. Upon delivery of the software, the risk of accidental loss or destruction of the software copies passes to the Customer.
- 4.2 Whether the software is to be installed by us or by the Customer shall be set out in the order confirmation.
- 4.3 If the Customer installs the software, the Customer shall notify us in writing of the respective installation locations. The same applies to any subsequent changes to the installation locations.
- 4.4 If the software is installed by us, this will be done prior to delivery of the hardware. The Customer will then receive the hardware with the software already installed.
- 5. Reservation of title**
- 5.1 Until full payment of all our present and future claims arising from the purchase agreement and/or from the current business relationship with the Customer (secured claims), we reserve title to the sold Goods.
- 5.2 The Goods subject to reservation of title may neither be pledged to third parties nor assigned by way of security by the Customer before complete payment of the secured claims without our explicit written consent. In the case of pledges or other third party intervention, the Customer must notify us immediately in writing so that we may file an action pursuant to § 771 ZPO (German Code of Civil Procedure). Insofar as the action was successful and the third party is unable to reimburse us the court and out-of-court costs of legal action pursuant to § 771 ZPO, the Customer shall be liable for the costs we have sustained.
- 5.3 The Customer shall be entitled to resell the Goods delivered in the normal course of business. He herewith assigns to us, however, all claims amounting to the final invoice amount (including value-added tax) of our claims which accrue from the resale vis-à-vis his customers or third parties, irrespective of whether the Goods purchased have been sold again with or without further processing. After such assignment the Customer shall also remain entitled to collect this claim. Our right to collect this claim ourselves shall remain unaffected thereby. However, we undertake not to collect the claim provided that no bill or cheque protests are raised and the Customer fulfils his payment obligations arising from the proceeds received, the Customer is not in default of payment and, in particular, no application to initiate insolvency proceedings with regard to the Customer's assets has been filed. If this is the case, however, we may demand that the Customer notifies us of the claims assigned and their debtors, provides all details necessary for their collection, delivers the relevant documents and informs the debtors (third parties) of said assignment.
- 5.4 The processing or conversion by the Customer of the Goods subject to reservation of title shall always be deemed to be performed for us and on our behalf. If the Goods subject to reservation of title are processed with other items/materials not belonging to us, we shall acquire co-ownership of the new article in a ratio of the value of the Goods subject to reservation of title to the other processed items/materials at the time of processing. In all other respects, the provisions applicable to the Goods subject to reservation of title shall also apply *mutatis mutandis* to the articles resulting from such processing.
- 5.5 If the Goods subject to reservation of title are mixed or joined inseparably with other items/materials not belonging to us in such a way that they become major components of a uniform article, we shall acquire co-ownership of the new article in a ratio of the value of the Goods subject to reservation of title to the other mixed or joined items/materials at the time of joining or mixing. If joining or mixing takes place in such a way that the Customer's article is to be regarded as the main item, it is already agreed here and now that the Customer transfers pro-rata co-ownership to us. The Customer shall keep the jointly held property thus produced in safe custody for us. Furthermore, the same shall apply to the article resulting from such joining or mixing as to the Goods subject to reservation of title.
- 5.6 The Customer is obliged to treat the Goods subject to reservation of title carefully and in particular the Customer is obliged to adequately insure them against fire, water damage and theft at replacement value. If maintenance and inspection work is required, the Customer must carry this out in due time and at its own expense.
- 5.7 In the event of loss or damage to the Goods subject to reservation of title, the Customer hereby assigns to us any claims to insurance payments existing in this connection in the amount of the final invoice (including value-added tax) of our claims with respect to the object of delivery by way of additional security in advance.
- 5.8 In case of deliveries abroad, if certain measures and/or declarations by either party are necessary to ensure the effectiveness of the above mentioned reservation of title and/or certain other rights referred to in the paragraphs above, the Customer is obliged to inform us accordingly in writing or in text form and to take all necessary measures and/or make all necessary declarations without undue delay at its own expense. If the law of the country of import does not permit reservation of title to the Goods, the Customer is obliged to provide without undue delay ("unverzüglich") another appropriate security interest in the Goods or any other equivalent collateral based on equitable discretion (§ 315 BGB) at its own expense.
- 5.9 We undertake to release, at Customer's request, the securities due to us if the realizable value of our securities exceeds the claims to be secured by more than 10 %; we reserve the right to select the securities to be released.
- 6. Gewährleistung**
- 6.1 The statutory provisions shall apply to the rights of the Customer with respect to defects in quality or title (including wrong and short delivery as well as improper assembly/installation or defective instructions) if nothing to the contrary is determined in the following.
- 6.2 In any case, the statutory provisions on the sale of consumer goods (§§ 474 et seq. BGB – German Civil Code) and the rights of the Customer arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.
- 6.3 The basis of our liability for defects is primarily the agreement reached on the quality and the presumed use of the Goods (including accessories and instructions). Product descriptions or manufacturer's specifications shall only be considered as an agreement on quality in this sense if this was contractually agreed or if such descriptions or specifications were publicly announced by us (in particular in catalogs) at the time of the conclusion of the contract.
- 6.4 If the quality has not been agreed upon, the statutory regulation shall be applied to determine whether there is defect (§ 434 para. 3 BGB – German Civil Code). Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the Goods, take precedence over statements made by other third parties.
- 6.5 In the case of Goods with digital elements or other digital content, we only owe provision and, if applicable, updating of the digital content insofar as this expressly results from a quality agreement pursuant to Article B.6.3. In this respect, we accept no liability for public statements made by the manufacturer and other third parties.
- 6.6 The Customer's right to warranty claims under this contract require that the Customer has duly discharged his obligations of inspection and notification of defects in accordance with §§ 377, 381 HGB. If the Customer fails to inspect the Goods properly and/or to give notice of defects, our liability for the defect not notified, not notified in time or not notified properly shall be excluded in accordance with the statutory provisions. This shall also apply in the case of Goods which are intended for installation, mounting or assembly if the defect only becomes apparent after such processing as a result of the breach of one of these obligations; in this case, the Customer shall in particular not be entitled to claim reimbursement of the corresponding costs ("dismantling and assembly costs"). If the contractual relationship between us and the Customer is a contract for work and services ("Werkvertrag"), § 377 HGB shall apply *mutatis mutandis*.
- 6.7 If an acceptance of the Goods or an initial specimen inspection has been agreed with the Customer, a complaint about defects which the Customer could have detected during a careful acceptance or initial specimen inspection shall be excluded.
- 6.8 If the delivered Goods or the work created is defective, we may select whether we shall provide subsequent performance by remedying the defect ("Nachbesserung") or by delivering a defect-free item ("Ersatzlieferung"). If the type of subsequent performance chosen by us is unreasonable for the Customer in the individual case, the Customer may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

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- 6.9 We have the right to make the subsequent performance dependent on the Customer paying the due purchase price. However, the Customer shall be entitled to retain a part of the purchase price, which is reasonable in relation to the defect.
- 6.10 The Customer shall give us the time and opportunity necessary for the subsequent performance; in particular, it shall hand over the rejected Goods for inspection purposes. In the event of a replacement delivery, the Customer shall return the defective Goods to us at our request in accordance with the statutory law; however, the Customer shall not have a claim for return. Subsequent performance does not include the dismantling, removal or deinstallation of the defective Good nor the reinstallation of a Good free of defects if we were not originally obliged to provide these services. Claims of the Customer for reimbursement of corresponding costs ("removal and installation costs") shall remain unaffected.
- 6.11 We shall bear or reimburse the expenses necessary for the purpose of testing and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these Terms and Conditions of Delivery and Service if there is actually a defect. Otherwise, we are entitled to demand reimbursement from the Customer for the costs incurred as a result of the unjustified demand for remedy of defects if the Customer knew or could have known that a defect actually existed.
- 6.12 In urgent cases, e.g. if operational safety is endangered or in order to prevent unreasonable damage, the Customer is entitled to remedy the defect itself and to demand reimbursement from us of the expenses actually required for this purpose. We shall be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy shall not exist if we would be entitled to refuse a respective subsequent performance pursuant to the statutory law.
- 6.13 If subsequent performance has failed or if a reasonable period of time set by the Customer for subsequent performance has expired unsuccessfully or is dispensable under the statutory law, the Customer may withdraw from the purchase agreement or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right to withdraw from the contract.
- 6.14 Claims of the Customer for reimbursement of expenses according to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c p. 2, 327 para. 5, 327u BGB). Any claims of the Customer for damages or reimbursement of futile expenses (§ 284 BGB) shall exist only in accordance with Article A.6, also in the case of defects of the Goods, and shall otherwise be excluded. Any limitation periods shall be subject to Article B.7 below.

7. Statute of limitations

- 7.1 Claims of the Customer arising from defects in quality or title become time-barred after expiry of twelve (12) months from delivery (hand-over) of the Goods. If a formal approval ("Abnahme") has been agreed, the limitation period begins with the formal approval.
- 7.2 Mandatory provisions on the statute of limitations shall not be affected. The facilitation of limitation set out in Article B.7.1 does therefore not apply to claims based on an injury of life, limb or health, to claims based on wilful intent and gross negligence and to claims based on an assumption of a warranty or the risk of procurement ("Beschaffungsrisiko"). The longer limitation periods according to § 438 subs. 1 No. 1 BGB (real rights of a third party), §§ 438 para. 1 No. 2, 634a para. 1 No. 2 BGB (buildings, building materials and components as well as planning services for a building), § 438 subs. 3 and § 634a subs. 3 BGB (fraudulent intent) shall also remain unaffected. If the ultimate contract in the supply chain pertains to a sale of consumer goods according to § 474 BGB (i.e. if the Goods are ultimately delivered to a consumer), the limitation periods stipulated in § 445b BGB also remain unaffected.
- 7.3 The limitation periods resulting from Articles B.7.1 and B.7.2 for claims due to defects in quality or title shall apply *mutatis mutandis* to competing contractual or non-contractual damage claims of the Customer which are based on a defect of the Goods. If, however, in an individual case the application of the statutory limitation rules lead to an earlier statutory limitation of the competing claims, the statutory period of limitation shall apply to the competing claims. In any case, the statutory periods of limitation pursuant to the German Product Liability Act (Produkthaftungsgesetz) shall not be affected.
- 7.4 Insofar as pursuant to Articles B.7.1 to B.7.3 the limitation period for claims towards us is shortened, this shall apply *mutatis mutandis* to any claims of the Customer against our statutory representatives, employees, authorized representatives and vicarious agents which are based on the same legal reason.

C. Special Terms and Conditions for the Rent of the Goods

1. Rented object and rental payments

- 1.1 The provisions of Articles A and B above shall apply to the rent, unless otherwise provided in this Article C.
- 1.2 The provision of the Goods on a rental basis includes the inseparably associated services as specified in the offer.
- 1.3 The Goods are made available to the Customer for use in exchange for the payment of a monthly rental fee.

2. Obligations of the Customer

- 2.1 The Goods may be used solely by the Customer and exclusively for the purposes agreed upon in the contract. Any use beyond this scope, including but not limited to subrenting, requires our prior written consent.
- 2.2 The Customer is obliged to handle the rented Goods with due care and to protect them from damage. The Customer shall ensure the proper use and appropriate operation of the Goods by sufficiently qualified personnel.

3. Warranty and liability

- 3.1 The Customer's warranty rights shall be governed by the statutory provisions. § 377 HGB and Article B.6.6 apply accordingly. Any repair or maintenance work may only be carried out by us. The terms of our Offer apply to such repair and maintenance work.
- 3.2 Any strict liability for damages due to defects existing at the time of contract conclusion pursuant to § 536a BGB is hereby excluded.

4. Return and deletion

- 4.1 Upon termination of the rent agreement, the Customer shall cease use of the software and return all copies of the software, all accompanying materials, and the rented hardware to us, and shall delete any installed software. Return shall be at the Customer's expense.
- 4.2 Upon request, the Customer shall confirm in writing that no copies of the software have been retained and that all software installations have been permanently deleted.
- 4.3 Any implied renewal of the rent pursuant to § 545 BGB due to continued use of the Goods after expiration of the rent term by the Customer is hereby excluded.

D. Special Terms and Conditions for the Use of the Software

1. Duty of care

The Customer shall take appropriate measures to ensure that unauthorized third parties cannot gain access to the software or any accompanying materials provided.

2. Granting of rights

- 2.1 We grant the Customer a non-exclusive, non-transferable, non-sublicensable right, limited in time to the duration of the software rent, and unlimited in territory, to use our software for the Customer's internal purposes in accordance with these Terms and Conditions of Delivery and Service.
- 2.2 The Customer is not authorized to make any copies of the software, including for backup purposes.
- 2.3 The right of use is limited to usage in connection with our hardware. The software is not compatible with third-party hardware.
- 2.4 No further rights of use or exploitation in the software will be granted to the Customer.
- 2.5 Upon request and where a legitimate interest exists, the Customer shall permit the Licensor or a third party appointed by the Licensor to audit the Customer's use of the software to verify compliance with the rights granted herein. The Customer shall provide reasonable assistance in the performance of such audit.

3. Provision of new software versions (Updates/Upgrades)

- 3.1 Unless otherwise agreed, we are under no obligation to provide feature-enhancing software versions (updates).
- 3.2 With respect to any new software versions provided, we shall grant the Customer the same usage rights as were granted for the previous version. If we are unable to grant the Customer the same rights to the new version (e.g., because the software manufacturer provides the new version only under amended licensing terms), we shall inform the Customer of the resulting restrictions and the practical implications thereof. This shall also apply in the event the new version includes functional limitations compared to the previous version.
- 3.3 If a new software version is provided, the Customer shall, unless otherwise agreed, remain entitled to continue using the previous version within the scope of the originally agreed rights. Simultaneous use of both new and previous versions is only permitted to the extent that the overall scope of the agreed usage rights is not exceeded.
- 3.4 Where we are obliged to install new software versions, Article B.4 shall apply accordingly.

4. Support

- 4.1 The method for resolving any defects or malfunctions shall be governed by the terms set out in our offer.
- 4.2 To the extent that we process personal data in the course of maintenance and support services, such processing shall be carried out in compliance with applicable data protection regulations, in particular on the basis of a data processing agreement pursuant to Article 28 of the GDPR.

Stand: 05/2025