

of RUETZ TECHNOLOGIES GmbH
Reichenbachstraße 1, 85737 Ismaning, Germany

Valid as of 22. June 2022

I. GENERAL

1. The following Terms and Conditions of Sale and delivery shall apply exclusively to all offers, deliveries and other services. These are an integral part of all purchase agreements concluded by RUETZ TECHNOLOGIES GmbH (hereinafter referred to as "Seller") with his contractual partners (hereinafter also referred to as "Buyer") for the goods offered by it. These also apply to all future sales, services and offers to the Buyer, even if they are not separately agreed again.

2. Terms and conditions of the Buyer or third parties shall not apply, even if the Seller does not separately object to their validity in individual cases. Even if the Seller refers to a letter containing or referring to the Buyer's or a third party's terms and conditions, this shall not constitute an agreement to the validity of those terms and conditions.

II. OFFERS, SCOPE OF SERVICES AND

CONCLUSION OF CONTRACT

1. Offers by the Seller are subject to change and are non-binding, unless they are expressly described as binding

or contain a specific acceptance period. The Seller may accept orders or contracts within 14 days of receipt by sending an order confirmation or by performance.

2. The Seller's order confirmation shall be exclusively authoritative for the scope of the contractually owed performance. Changes or supplements to the agreement must at least be made in text form.

3. The Seller reserves the right to make changes to the design, the choice of materials, the specification and the type of construction even after sending an order confirmation, provided that these changes do not contradict either the order confirmation or the Buyer's specification.

4. The documents on which the offer or the order confirmation is based, such as illustrations, drawings, dimensions and weights, are generally only to be understood as approximate values, unless they are expressly designated as binding.

5. The Seller shall retain the ownership or copyright of all offers and cost estimates made by him as well as drawings, illustrations, brochures, catalogues and other documents and aids made available to the Buyer. The Buyer may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties or reproduce them without the express consent of the Seller.

III. PRICES AND TERMS OF PAYMENT

1. The prices stated are net prices plus the statutory value added tax and apply ex works of the Seller excluding packaging and other shipping and transport charges, unless otherwise agreed in this respect.

2. If more than 4 months elapse between the conclusion of the agreement and delivery, without the Seller being re-

sponsible for a delay in delivery, the Seller may increase the price appropriately, taking into account any material, wage and other ancillary costs incurred.

3. If the Seller takes into account the Buyer's requests for changes, the additional costs incurred as a result will be charged to the Buyer.

4. Invoice amounts shall be due for payment within 14 days of the invoice date. The date of receipt by the Seller shall be decisive for the date of payment. If the payment term is exceeded, interest shall be charged at a rate of 9% above the applicable base rate, subject to the assertion of further claims.

5. New clients: For initial orders, production and delivery shall only be carried out against advance payment.

6. Payments shall always be offset against the oldest invoice due.

IV. SET-OFF AND RETENTION

Offsetting against counterclaims of the Buyer or the retention of payments due to such claims shall only be permissible insofar as the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

V. DELIVERY AND DELIVERY TERM

1. Deliveries shall be ex works, unless expressly agreed otherwise, at least in text form.

2. Terms and dates for deliveries and services promised by the Seller shall always only be approximate, unless a fixed term or date has been expressly promised or agreed. They shall be extended appropriately if the Buyer delays or omits necessary or agreed acts of cooperation on his part. Upon agreement of shipment, delivery terms and delivery dates shall refer to the time of handover to the forwarder, carrier or other third party commissioned with the transport, unless expressly stated otherwise.

3. The Seller shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure of suppliers to deliver or to deliver correctly or on time despite a congruent hedging transaction concluded by the Seller) for which the Seller is not responsi-

ble. Insofar as such events make it significantly more difficult or impossible for the Seller to deliver or perform and the hindrance is not only of temporary nature, the Seller shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service terms shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by means of an immediate written declaration to the Seller.

4. The Seller shall be entitled to make partial deliveries if the partial delivery is usable for the Buyer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the Buyer does not incur any significant additional expenses or costs as a result (unless the Seller agrees to bear these costs).

VI. PLACE OF PERFORMANCE, SHIPPING, TRANSFER OF RISK

1. The place of performance for all obligations arising from the contractual relationship shall be the registered office of the Seller, unless otherwise stipulated.

2. The method of dispatch and the packaging shall be subject to the dutiful discretion of the Seller.

3. The risk shall pass to the Buyer at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or the Seller has assumed other services (e.g. shipping). If dispatch or handover is delayed as a result of a circumstance, the cause of which lies with the Buyer, the risk shall pass to the Buyer from the day on which the delivery item is ready for dispatch and the Seller has notified the Buyer of this.

4. The shipment shall only be insured by the Seller against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the Buyer and at the Buyer's expense.

VII. RESERVATION OF TITLE

1. The Seller shall retain ownership of the delivered goods until full payment has been made. The retention of title shall also apply until all claims, including future and conditional claims, arising from the business relationship between the Buyer and the Seller have been fulfilled.

2. The Buyer shall not be authorised to transfer ownership of the goods by way of security or to pledge the goods, but shall be entitled to further sell the goods subject to retention of title in the orderly course of business, with the exception of any software contained therein, see VIII. He hereby already assigns to the Seller the claims arising from this against his business partners.

3. If the goods are treated or processed by the Buyer, the retention of title shall also extend to the entire new item. The Buyer shall acquire co-ownership to the fraction corresponding to the ratio of the value of his goods to that of the goods delivered by the Seller.

4. If the value of all securities existing for the Seller exceeds the existing claims by more than 10% on a sustained basis, the Seller shall release securities of the Seller's choice at the Buyer's request.

5. The Seller shall be entitled to assert the rights of retention of title without withdrawing from the agreement.

VIII. SCOPE OF THE GRANTING OF RIGHTS

The Buyer shall receive the non-transferable, simple right to use the software, which is not limited in time. The Buyer undertakes not to pass on the software transferred to him and the associated documents to third parties and to ensure that unauthorised persons cannot use the software. The software may not be modified and may only be copied for backup purposes. Editing, decompiling and disassembling the software is not permitted.

IX. WARRANTY

1. The warranty period shall be one year from delivery. This period shall not apply to claims for damages by the Buyer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the Seller or his vicarious agents, which shall each be time-barred in accordance with the statutory provisions.

2. The delivered items are to be carefully inspected immediately after delivery to the Buyer or to the third party designated by him. They shall be deemed to have been approved by the Buyer with regard to obvious defects or other defects which would have been recognisable in the course of an immediate, careful inspection if the Seller does not receive a written notice of defect within 48 hours of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the Buyer if the notice of defect is not received by the Seller within 48 hours of the time at which the

defect became apparent; however, if the defect was already apparent at an earlier time during normal use, this earlier time shall be decisive for the start of the period for giving notice of defect. At the request of the Seller, a rejected delivery item shall be returned to the Seller carriage paid. In the event of a justified complaint, the Seller shall reimburse the costs of the most favourable shipping route; this shall not apply insofar as the costs increase because the delivery item is located at a place other than the place of intended use.

3. In the event of material defects of the delivered items, the Seller shall first be obliged and entitled to rectify the defect or to make a replacement delivery at his discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the Buyer may withdraw from the agreement or reduce the purchase price appropriately.

4. If a defect is due to the Seller's fault, the Buyer may claim damages under the conditions set out in X.

5. In the event of defects in components from other manufacturers which the Seller cannot remedy for licensing or factual reasons, the Seller shall, at his option, assert his warranty claims against the manufacturers and suppliers for the account of the Buyer or assign them to the Buyer. Warranty claims against the Seller shall only exist in the event of such defects under the other conditions and in accordance with these Terms and Conditions of Sale and Delivery if the judicial enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the Buyer against the Seller shall be suspended.

6. The warranty shall not apply if the Buyer modifies the delivery item or has it modified by a third party without the Seller's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Client shall bear the additional costs of remedying the defect resulting from the change.

7. Any delivery of used items agreed with the Buyer in individual cases shall be made to the exclusion of any warranty for material defects.

X. LIABILITY FOR DAMAGES DUE TO FAULT

1. The Seller's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, shall be limited in accordance with the provisions of this X., insofar as fault is relevant in each case.

2. The Seller shall not be liable in the event of simple negligence on the part of his executive subordinates, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations (obligations whose fulfilment is essential to the proper performance of the contract and on whose compliance the Buyer regularly relies and may rely).

3. Insofar as the Seller is liable on the merits for damages in accordance with the above Section 2, this liability shall be limited to damages which the Seller foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or which it should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be eligible for compensation insofar as such damage is typically to be expected when the delivery item is used for its intended purpose.

4. In the event of liability for simple negligence, the Seller's obligation to pay compensation for damage to property and further financial losses resulting therefrom shall be limited to an amount of € 5,000,000.00 for damage to property and personal injury and € 500,000.00 for financial losses (corresponding to the current sum insured under the product liability insurance) per case of damage, even if it is a breach of material contractual obligations.

5. The above exclusions and limitations of liability shall apply to the same extent in favour of the subordinates, legal representatives, employees and other vicarious agents of the Seller.

6. Insofar as the Seller provides information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by the Seller, this shall be done free of charge and to the exclusion of any liability.

7. The above limitations do not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

3. Old appliances shall not be taken back by the Seller, but must be disposed of by the Buyer in accordance with the statutory regulations.

4. The invalidity of individual provisions of this contract or its components shall not affect the validity of the remaining provisions. The contracting parties shall be obliged, within the framework of what is reasonable and in good faith, to replace an invalid provision with a valid provision that is equivalent to its economic success, provided that this does not result in a significant change to the content of the contract; the same applies if a matter requiring regulation is not expressly regulated.

5. If the Buyer is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Seller and the Buyer shall be, at the Seller's option, the Seller's registered office or the Buyer's registered office. In these cases, however, the exclusive place of jurisdiction for actions against the Seller shall be the Seller's registered office. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

XI. FINAL PROVISIONS

1. The inclusion and interpretation of these Terms and Conditions of Sale and Delivery, as well as the conclusion and interpretation of legal transactions with the Buyer itself, shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

2. If the delivery item is software, Sections 69a to g UrhG shall apply.