

## General delivery and business conditions

### A. General information

- (1) The following conditions apply exclusively to the entire business relationship. Deviations must be expressly agreed in writing. These terms and conditions shall be deemed, accepted at the latest upon acceptance of our delivery and service.
- (2) Conditions and regulations to the contrary and those that go beyond the contractual components - in particular in the general terms and conditions of the customer - shall not become part of the contract, even if such conditions are attached to an order of the customer and we carry out this order without expressly contradicting these conditions.
- (3) All amendments and additions to the contract must be made in writing, and the compliance can only be waived by mutual declaration.
- (4) Our offers are freely revocable until the conclusion of the contract. A contract is concluded by our written confirmation. Oral agreements, agreements on quality and/or guarantees at the conclusion of the contract, especially from sales employees or representatives who are not authorized by us to make appropriate declarations, or which exceed their authority without our consent, require our written confirmation to be effective.
- (5) Prices are plus VAT at the statutory rate on the day of delivery or performance.
- (6) We only accept checks on account of performance and only if this has been expressly agreed in writing. When paying by check, the customer bears all costs and expenses.
- (7) In the event of late payment and deferral, we are entitled to demand interest in the amount requested by our banks for loans, but at least 8% above the base rate. This does not affect the right to claim higher damage caused by delay with appropriate proof.
- (8) The customer can only offset undisputed or legally established counterclaims.
- (9) All claims are due immediately if the customer defaults on paying an invoice, stops making payments or applies for insolvency proceedings against his assets, furthermore if he violates other essential contractual obligations. The sale of products contrary to the contract also counts as such a significant breach of contract. In these cases we are also entitled to request payment in advance for outstanding deliveries and services as well as security.
- (10) If the services incumbent upon us are prevented by force majeure, made significantly more difficult or delayed, the contract will be adjusted appropriately in good faith. As far as this is not economically possible, we are entitled to refuse performance and withdraw from the contract. Force majeure equals strikes, lockouts, operational disruptions, official orders or other circumstances outside our sphere of influence, regardless of whether these circumstances are with us or one of our upstream suppliers.
- (11) Claims for damages by the customer, regardless of the legal reason, in particular due to violation of obligations from the contractual relationship and from unlawful acts are excluded. This does not apply if liability is mandatory, such as according to the Product Liability Act in the event of intent of gross negligence, for bodily injury due to the assumption of a guarantee for the existence of a property or an agreed quality or the violation of material contractual obligations. However, compensation for the violation of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for physical damage or due to the assumption of a guarantee and / or a property. A change in the burden of proof to the detriment of the customer is not associated with the above regulations.
- (12) The place of performance is Düsseldorf. The place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Düsseldorf, provided the contractual partner is a businessman.
- (13) For all legal relationships between the parties, German law applies exclusively with the exception of the United Nations Convention on Contracts for the International Sale of Goods.
- (14) Should individual conditions be or become ineffective, the others remain effective. Ineffective provisions are to be replaced by effective ones that come as close as possible to the purpose of the ineffective ones.

### B. Conditions of sale

#### I. Delivery, installation

- (1) We reserve the right to change the design and shape of the products to be supplied, provided that this does not affect the product functions. This does not apply if a certain quality of a construction and / or shape has been agreed.
- (2) All of our obligations are subject to proper self-delivery. A corresponding declaration from our pre-supplier is sufficient evidence that we are prevented from delivering. In this case, the buyer can only withdraw from the contract if we are responsible for a breach of duty. There is no change in the burden of proof.
- (3) Deliveries are made ex works plus costs for transport insurance and packaging. We are free to choose the shipping method. The risk passes to the customer upon delivery. The buyer must examine the products immediately upon arrival, report any transport damage to the carrier in writing and secure evidence.
- (4) We are only obliged to provide services that go beyond delivery if this is expressly agreed. In any case, we charge such services in addition to the prices agreed for delivery according to expenditure; we will inform the buyer of the rates (hourly wages etc.) on request.
- (5) If we install, this will be planned in consultation with the customer. In this case, the customer has appropriate rooms and the necessary technical facilities, in particular for power supply and data transmission, professionally and in good time to be provided and kept in operation at its own expense in accordance with VDE regulations.
- (6) The completion of the installation must be confirmed to us in writing on request. The above also applies to partial deliveries.
- (7) If the customer is in default with the retrieval or acceptance of the products or with the procurement of the necessary prerequisites for the installation, we are entitled, without prejudice to further claims, after unsuccessful expiry of a reasonable period,
  - a) withdraw from the contract with regard to the quantities not accepted or
  - b) to store the products at his own expense and to charge him storage costs per storage week of at least 0.5% of the invoice amount relating to the quantities not accepted, subject to proof of minor damage or
  - c) to sell the unapproved products elsewhere on the open market and to invoice the customer for the difference between the agreed purchase price and the proceeds.

#### II. Payment

- (1) The purchase price is due without deduction within 10 days of the invoice date.
- (2) We are entitled to make partial deliveries. In this case, we can invoice the partial deliveries separately. Clause B II 1 also applies to such invoices with regard to the due date.

#### III. Liability for defects

- (1) Liability for defects begins when the goods are handed over to the buyer. If we install, it begins with the completion of the installation or as soon as the buyer defaults on advance payments for the installation. It ends after twelve months. The above also applies to partial deliveries.
- (2) The buyer must examine the products immediately after delivery or installation. He must immediately report any recognizable defects; the same applies to deviations from the contract with regard to the type or quantity of the delivered products. Any

defects that are not recognizable must be reported immediately after they are discovered.

- (3) We eliminate defects that are based on material or manufacturing defects, occur within the defect period and are notified in good time, either by repair or replacement. Unless a maintenance contract has been concluded, the hardware supplied by us will be repaired, either at our factory or at the customer's site. In this context, we may exchange products and product parts and incorporate technical changes. Exchanged products and parts become our property.
- (4) Liability for defects does not include the elimination of errors or other malfunctions and the expense for this, provided that they have arisen as a result of external influences, operating errors, interventions or attachments not carried out by us or the use of accessories that have not been approved by us. Such influences also include environmental influences that are not intended or not common according to the contractually intended use of the product, such as B., mains voltage fluctuations or frequency interference. Liability for defects also does not include the replacement of consumables and worn parts such as writing and printing elements, ink carriers and the like.
- (5) The buyer can only cancel the contract or reduce the purchase price, if we fail to rectify an error, which is not insignificant, within a reasonable time, the unjustified refusal or delayed unreasonably. In these cases, the buyer is entitled to withdraw or to reduce the purchase price. Otherwise clause A11 applies.
- (6) All our possible obligations from liability for defects only apply, if and as long as the product concerned is in the Federal Republic of Germany.

#### IV. Retention of title

- (1) Each delivered product remains our property until all of our claims from the business relationship (except maintenance invoices) have been fully met. If we enter into any obligations towards the buyer to finance or refinance the purchase price or if such obligations arise, guarantees or other direct or indirect, assumption of liability by us, then ownership only passes when we have been released from any obligation and liability towards the buyer or third parties.
- (2) In the event of breaches of duty, in particular delay or other cases of clause A9, we are entitled to take back, in addition to other rights. After taking back, we have to explain to the buyer within a reasonable period of time, whether we withdraw from the contract and demand compensation. We are entitled to utilize the returned goods by direct sale to offset our claims.
- (3) The customer is entitled to resale under retention of title or on the condition of payment in the ordinary course of business, but not to pledge, transfer by way of security, removal from the federal territory and other extraordinary dispositions.
- (4) The buyer hereby assigns to us his claim from the resale in the amount of the open purchase price. Until further notice, he is permitted to withdraw in the normal course of business. We are entitled to revoke this authorization. The buyer must support us in any way when moving in and provide us with the necessary documents.
- (5) The products subject to retention of title must be adequately insured against all usual risks and treated with care. Claims from a claim against the insurance company are already assigned to us.
- (6) If the value of all collateral exceeds the secured claims by more than 20%, the customer can request that collateral be released at our discretion.

#### V. Software

The following also applies to delivered software (operating systems and user software):

- (1) Any software supplied and the associated data media remain our property. They are only available to the customer for use; no other rights to or in relation to the software are transferred to him.
- (2) The data entered by the customer and / or changes to the facility are his own responsibility.
- (3) The customer may not copy the software; copies that are absolutely necessary for data or program backup are excluded. The software may be used on or in connection with only one EDP system at a time. Any change in Software, any transfer to third parties and any use on other IT systems is only permitted with our express written consent; this also applies to software parts.
- (4) The customer must return the software, including the associated data carrier, to us if the contract (for whatever reason) is reversed and if the associated product is sold (also scrapped) or destroyed.

#### C. Maintenance conditions

- (1) If the customer has concluded a maintenance contract with us, the following provisions apply in addition to the provisions of Section A and Section B (which are to be applied accordingly).
- (2) The contract begins after delivery to the customer or when we install with completion of the installation or as soon as the buyer defaults on advance payments for the installation. The contract runs indefinitely. It can be terminated in writing with three months' notice, for the first time at the end of the calendar year following the conclusion of the contract, and then at the end of the respective year. The above also applies to partial deliveries.
- (3) On-site maintenance has been agreed for the products marked with "V". They are repaired by our technical field service in the customer's business premises. He must keep them freely accessible to our employees. For products marked with "D", maintenance is required on a data carrier or remote data transmission, services only agreed in separate support contracts. Due to the increased effort, the maintenance prices for software increase by 12%, if we are not provided with professional online access by customers.
- (4) Our obligations under the maintenance contract expire in the event of on-site maintenance if the product is moved to another municipality without our written consent or if maintenance is carried out by data carrier and remote transmission, if it is moved to areas outside the Federal Republic of Germany.
- (5) The maintenance services include the elimination of product malfunctions within normal working hours (Monday to Friday from 8 a.m. to 4.30 p.m.). Required general overhauls are not included in the scope of services. In the other applies accordingly to the scope of maintenance services in clause B III 4. Services beyond this are to be paid for separately. Replaced parts become our property.
- (6) The maintenance prices do not include services outside normal working hours. For this, special remuneration rates are calculated, which we can inform the customer of on request.
- (7) The maintenance prices are calculated proportionally in advance in the first contract year and annually in advance in the following years for the calendar year.
- (8) We are entitled to increase the maintenance prices. A notice period of three months to the end of the month is observed. If a price increase is announced, the customer is entitled to terminate the contract at the end of the month before the increase takes effect. A notice period of two months must be observed.