

DELTEC Group GmbH

Terms and Conditions of Sale

Article I: General Provisions

1. The legal relationship between the Supplier and the Purchaser in connection with deliveries and/or services of the Supplier (hereinafter referred to as "Deliveries") shall be governed exclusively by these Terms and Conditions of Sale. The Purchaser's general terms and conditions shall only apply if and to the extent that the Supplier has expressly agreed to them in writing. The scope of the Deliveries shall be determined by the mutually agreed written declarations of both parties.
2. The Supplier reserves all proprietary rights and copyrights to cost estimates, drawings, and other documents (hereinafter referred to as "Documents"). The Documents may not be made accessible to third parties without the prior consent of the Supplier and shall be returned to the Supplier without delay upon request if the order is not placed with the Supplier. The same shall apply mutatis mutandis to the Purchaser's documents; these may, however, be disclosed to third parties to whom the Supplier has permissibly assigned Deliveries.
3. The Purchaser shall have a non-exclusive right to use standard software and firmware with the agreed performance features in unmodified form on the agreed devices. The Purchaser may, without express agreement, create a backup copy of the standard software.
4. Partial deliveries are permissible to the extent that they are reasonable for the Purchaser.
5. The term "claims for damages" as used in these Terms and Conditions of Sale also includes claims for the reimbursement of futile expenditures.

Article II: Prices, Terms of Payment, Set-Off and Assignment

1. Prices are ex works, excluding packaging and plus the applicable statutory VAT.
2. If the Supplier is responsible for assembly or installation and unless otherwise agreed, the Purchaser shall bear, in addition to the agreed remuneration, all necessary incidental expenses such as travel and transport costs as well as allowances.
3. Payments shall be made free of transaction charges to the Supplier's designated payment office.
4. The Purchaser may only offset claims that are undisputed or have been legally established.
5. The Supplier is always entitled to assign its claims against the Purchaser to third parties, e.g. factoring companies.

Article III: Retention of Title

1. The delivered items (retained goods) for which the purchase price is immediately due or for which a payment term of up to and including 30 days from delivery, delivery with installation/assembly, or receipt of invoice has been agreed, shall remain the property of the Supplier until full payment has been made.
2. In all other cases, the delivered items (retained goods) shall remain the property of the Supplier until all claims the Supplier has against the Purchaser arising from the business

relationship have been fulfilled. If the value of all security rights to which the Supplier is entitled exceeds the amount of all secured claims by more than 20%, the Supplier shall release a corresponding part of the security rights at the Purchaser's request; the Supplier shall have the right to choose which security rights to release.

3. While the retention of title remains in effect, the Purchaser is not permitted to pledge or transfer ownership of the goods as security, and may only resell them to resellers in the ordinary course of business and only on the condition that the reseller receives payment from its customer or retains title until the customer has fulfilled its payment obligations.

4. If the Purchaser resells the retained goods, it hereby assigns to the Supplier, by way of security and without requiring further declarations, all future claims against its customers arising from the resale, including any balance claims and ancillary rights. If the retained goods are resold together with other items without an individual price having been agreed for the retained goods, the Purchaser shall assign to the Supplier that part of the total price claim that corresponds to the price invoiced by the Supplier for the retained goods.

5. a) The Purchaser is permitted to process or combine the retained goods with other items. Such processing is carried out on behalf of the Supplier. The Purchaser shall store the newly created item for the Supplier with the care of a prudent businessperson. The new item is considered retained goods.

b) Supplier and Purchaser already agree that in the event of combination or mixing with items not owned by the Supplier, the Supplier shall acquire co-ownership of the new item in proportion to the value of the combined or mixed retained goods relative to the other items at the time of combination or mixing. The new item shall be considered retained goods to that extent.

c) The provision regarding assignment of claims in No. 4 also applies to the new item. The assignment shall only apply up to the amount corresponding to the value invoiced by the Supplier for the processed, combined, or mixed retained goods.

d) If the Purchaser combines retained goods with real property or movable items, it also assigns to the Supplier, without further declarations, the resulting claims for remuneration, including ancillary rights, in proportion to the value of the retained goods to the other combined goods at the time of combination.

6. The Purchaser is authorized to collect the assigned claims from resale until revoked. In the event of good cause, especially payment default, suspension of payment, insolvency proceedings, protest of a bill of exchange, or substantiated indications of overindebtedness or impending insolvency, the Supplier may revoke this authorization. The Supplier may also, after prior notice and granting a reasonable period, disclose the assignment, realize the claims, and demand that the Purchaser disclose the assignment to its customer.

7. In the event of seizure, confiscation, or other intervention by third parties, the Purchaser shall notify the Supplier without delay. Upon demonstration of a legitimate interest, the Purchaser shall immediately provide the Supplier with the information necessary to assert its rights against the customer and hand over the necessary documents.

8. In case of breach of duty by the Purchaser, especially default in payment, the Supplier shall be entitled, after expiry of a reasonable grace period without success, to withdraw from the contract in addition to taking back the goods; the statutory provisions regarding dispensability of setting a grace period remain unaffected. The Purchaser is obliged to return the goods. Taking back or enforcing the retention of title or seizing the retained goods shall not constitute withdrawal from the contract unless the Supplier has expressly declared so.

Article IV: Delivery Periods; Default

1. Compliance with delivery periods is conditional upon the timely receipt of all documents, required approvals, and releases, particularly plans, to be provided by the Purchaser, as well as compliance with the agreed terms of payment and other obligations. If these conditions are not fulfilled in time, delivery periods shall be reasonably extended; this does not apply if the Supplier is responsible for the delay.

2. Non-compliance with delivery periods may be due to:

- a) force majeure, such as mobilization, war, terrorist acts, riots, or similar events (e.g. strikes, lockouts);
- b) virus or other attacks by third parties on the Supplier's IT systems, despite due diligence in protective measures;
- c) obstacles due to applicable national, EU, or international foreign trade laws or other circumstances not attributable to the Supplier;
- d) untimely or improper supply to the Supplier;

3. If the Supplier is in default and the Purchaser proves that it has suffered damage as a result, the Purchaser may demand compensation of 0.5% of the price of the delayed part of the Deliveries for each full week of delay, up to a maximum of 5%.

4. Any further claims for damages due to delay or in lieu of performance exceeding the limits set out in No. 3 are excluded in all cases of delayed delivery, even after expiry of any deadline set for the Supplier. This does not apply in cases of willful intent, gross negligence, or injury to life, limb, or health. The Purchaser may withdraw from the contract under the statutory conditions only if the Supplier is responsible for the delay.

5. The burden of proof lies with the Purchaser.

6. Upon request by the Supplier, the Purchaser shall state within a reasonable period whether it wishes to withdraw from the contract due to the delay or insists on delivery.

7. If dispatch or delivery is delayed by more than one month after notification of readiness for dispatch at the request of the Purchaser, the Supplier may charge a storage fee of 0.5% of the delivery item price for each additional started month, up to a maximum of 5%. Proof of higher or lower storage costs remains possible for both parties.

8. If the Purchaser is in payment default for any claim, the Supplier may declare all other claims against the Purchaser immediately due, even if they are not yet payable.

9. In the event of default in payment, the Purchaser shall bear all fees, costs, and expenses incurred by the Supplier or any third party to whom the claim has been assigned, arising from or related to a successful collection process outside the Federal Republic of Germany.

Article V: Transfer of Risk

1. Even in the case of carriage-paid delivery, the risk shall pass to the Purchaser as follows:

- a) for deliveries without installation or assembly, when they are dispatched or collected; at the Purchaser's request and expense, the Supplier will insure the shipment against usual transport risk.

b) for deliveries with installation or assembly, on the day of acceptance into the Purchaser's operations or, if agreed, after successful trial operation.

2. If dispatch, delivery, start, or performance of installation or assembly, acceptance into operations, or trial operation is delayed for reasons attributable to the Purchaser, or if the Purchaser is in default of acceptance for other reasons, the risk shall pass to the Purchaser.

Article VI: Acceptance

The Purchaser may not refuse acceptance of Deliveries due to minor defects.

Article VII: Material Defects

The supplier is liable for material defects as follows.

1. Deliveries shall be free from material defects if they meet the subjective requirements, the objective requirements, and the installation requirements of § 434 BGB at the time of transfer of risk. If the parties have agreed on specific characteristics, the determination of whether the Deliveries meet the objective requirements is based solely on that agreement. This does not apply if the final contract in the supply chain is a consumer goods purchase.

2. The Supplier shall, at its discretion and at no cost to the Purchaser, repair, replace, or re-perform any parts or services that are found to be defective, provided the defect existed at the time of risk transfer.

3. Claims for subsequent performance expire 12 months from the commencement of the statutory limitation period. The same applies to withdrawal and reduction claims. Longer statutory periods remain unaffected in cases governed by §§ 438(1)(2) and 634a(1)(2) BGB, willful misconduct, fraudulent concealment of a defect, or breach of a quality guarantee. Claims for reimbursement under § 445a BGB also expire after 12 months unless the last contract in the supply chain is a consumer goods purchase.

4. Statutory provisions regarding suspension, tolling, and renewal of limitation periods remain unaffected. The suspension period under § 445b(2) BGB ends at the latest five years from the delivery date to the seller, except where the last contract in the supply chain is a consumer goods purchase or in the cases described in No. 3, sentence 2.

5. Defect notifications must be made in writing without delay.

6. The Purchaser may only withhold payments to a reasonable extent in relation to material defects. No right of retention exists if defect claims are time-barred. If a defect notice is unjustified, the Supplier may demand reimbursement of expenses incurred.

7. The Supplier must be given the opportunity to remedy defects within a reasonable time.

8. If remedial performance fails, the Purchaser may withdraw from the contract or reduce the price, without prejudice to any claims for damages under No. 12.

9. Claims for defects do not exist in cases of minor deviations from agreed quality, insignificant impairment of usability, natural wear and tear, or damage occurring after risk transfer due to improper handling, excessive use, unsuitable equipment, deficient construction work, unsuitable subsoil, or special external influences not assumed in the contract. No claims exist for improper modifications, installation/removal, or repairs by the Purchaser or third parties.

10. Claims for expenses related to subsequent performance are excluded if the costs increase because the delivery item has been moved to a location other than the Purchaser's branch, unless the move was in line with its intended use. This also applies to claims under § 445a BGB, provided the last contract in the supply chain is not a consumer goods purchase.

11. Recourse claims under § 445a BGB exist only to the extent the Purchaser has not made agreements with its customer exceeding the statutory defect claims.

12. Claims for damages due to defects are excluded unless in cases of fraudulent concealment, non-compliance with a quality guarantee, injury to life, body or health, or intentional or grossly negligent breach of duty. The burden of proof is not shifted to the Purchaser by the above. No further claims beyond this Article exist.

Article VIII: Property Rights and Copyrights; Legal Defects

1. Unless otherwise agreed, the Supplier is obliged to provide the Deliveries free from third-party industrial property rights and copyrights (hereinafter referred to as "IP Rights") only in the country of the place of delivery. If a third party asserts justified claims against the Purchaser due to the infringement of IP Rights by Deliveries used in accordance with the contract, the Supplier shall be liable to the Purchaser within the period stipulated in Article VII No. 3 as follows:

a) The Supplier shall, at its own expense and discretion, either obtain a right of use for the relevant Deliveries, modify them so that the IP right is not infringed, or replace them. If this is not possible for the Supplier under reasonable conditions, the Purchaser is entitled to the statutory rights of withdrawal or price reduction.

b) The Supplier's obligation to pay damages shall be governed by Article XII.

c) The aforementioned obligations of the Supplier exist only if the Purchaser informs the Supplier immediately in writing of the claims asserted by the third party, does not acknowledge an infringement, and leaves all defensive measures and settlement negotiations to the Supplier. If the Purchaser discontinues the use of the Deliveries to mitigate damages or for other good reasons, it shall inform the third party that the discontinuation of use does not constitute an acknowledgment of an infringement of IP Rights.

2. Claims by the Purchaser are excluded if he is responsible for the infringement of IP Rights.

3. Claims by the Purchaser are also excluded if the infringement of IP Rights is caused by special requirements of the Purchaser, by use not foreseeable by the Supplier, or by the Deliveries being modified by the Purchaser or used together with products not supplied by the Supplier.

4. In the event of infringements of intellectual property rights, the provisions of Article VII Nos. 6, 7, 10, and 11 shall apply accordingly to the claims of the Purchaser as set out in No. 1a)

5. In the event of other legal defects, the provisions of Article VII shall apply accordingly.

6. Further claims of the Purchaser against the Supplier and its agents due to legal defects or claims other than those regulated in this Article VIII are excluded.

Article IX: Export Control and Sanctions Compliance

1. The fulfillment of the contract is subject to the condition that there are no obstacles arising from German, U.S., or other applicable national, EU, or international foreign trade regulations, and that no embargoes or other sanctions apply.
2. The Purchaser shall be obliged to provide all information and documentation required for export, shipment, and/or import.

Article X: Impossibility of Performance; Adaptation of Contract

1. If delivery is impossible, the Purchaser is entitled to claim damages unless the Supplier is not responsible for the impossibility. However, the Purchaser's claim for damages is limited to 10% of the value of that part of the Delivery which cannot be used as intended due to the impossibility. This limitation shall not apply in cases of mandatory liability due to intent, gross negligence, or injury to life, body, or health; this does not imply a change in the burden of proof to the disadvantage of the Purchaser. The Purchaser's right to withdraw from the contract remains unaffected.
2. If unforeseeable events within the meaning of Article IV No. 2 significantly change the economic importance or the content of the Delivery or have a significant impact on the Supplier's operations, the contract shall be appropriately adapted in good faith. If this is not economically justifiable, the Supplier is entitled to withdraw from the contract. The same applies if necessary export licenses are not granted or cannot be used. If the Supplier intends to exercise this right of withdrawal, it must notify the Purchaser immediately after recognizing the consequences of the event, even if an extension of the delivery period had initially been agreed with the Purchaser.

Article XI: Other Claims for Damages

1. Claims for damages and reimbursement of expenses by the Purchaser (hereinafter: damage claims), regardless of the legal basis, in particular due to breach of obligations under the contractual relationship and from tort, are excluded.
2. This does not apply where liability is mandatory
 - a) under the German Product Liability Act (Produkthaftungsgesetz),
 - b) in cases of intent,
 - c) gross negligence of owner and/or CEO
 - d) fraudulent intent,
 - e) in the event of non-compliance with an assumed warranty
 - f) due to culpable injury to life, body, or health, or
 - g) breach of essential contractual obligations

However, the damage claim for the breach of essential contractual obligations is limited to foreseeable damage typical of the contract, unless caused by intent or gross negligence or due to injury to life, body, or health.

3. The above provisions do not imply a change in the burden of proof to the disadvantage of the Purchaser.

4. Insofar as the Purchaser is entitled to damage claims under this Article X, such claims become time-barred upon expiry of the limitation period applicable to claims for defects under Article VII No. 3. In the case of claims for damages under the German Product Liability Act, the statutory limitation provisions shall apply.

Article XI: Place of Jurisdiction and Applicable Law

1. If the Purchaser is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the Supplier. However, the Supplier is also entitled to bring an action at the Purchaser's place of business.

2. This contract and its interpretation shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Article XII: Binding Nature of the Contract

Even if individual provisions of the contract are legally ineffective, the remaining provisions shall remain binding. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.