

GENERAL TERMS AND CONDITIONS OF SALE FOR HARDWARE AND SOFTWARE

1. SCOPE OF APPLICATION

- 1.1** These General Terms and Conditions of Sale ("**T&C**") apply to all of our business relationships with our customers ("**customer**"). However, these T&C shall only apply if the customer is an entrepreneur (Sec. 14 German Civil Code ("*Bürgerliches Gesetzbuch* or *BGB*"), a legal entity under public law, or a special fund under public law.
- 1.2** The provisions in Clauses 1 to 6 of these T&C apply to both, the sale and/or delivery of hardware and the sale/licensing of software. The provisions in Part A of the T&C apply to contracts for the sale and/or delivery of hardware solutions ("**hardware**"). The provisions in Part B of the T&C apply to contracts for the sale and licensing of software solutions. Unless otherwise agreed, the T&C in the version valid at the time of the customer's order, or in any case in the last text form communicated to the latter, shall also apply as a framework agreement for similar future contracts, without us having to refer back to them in each individual case.
- 1.3** Our T&C apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as we expressly consented to their application. This requirement for consent shall apply in any event, for example even if we deliver the hardware or provide the software to the customer without reservation in the knowledge of the customer's T&C.
- 1.4** Individual agreements concluded with the customer in specific cases (including side agreements, supplements and amendments) shall in all cases have precedence over these T&C. The content of such agreements shall be governed by a written contract or our written confirmation, subject to proof of the contrary.
- 1.5** Legally relevant declarations and notifications of the customer in relation to the contract (e.g. deadline, notification of defects, withdrawal or reduction), must be submitted in writing, i.e. in written or text form (such as letter, email, fax).
- 1.6** References to the validity of statutory provisions are for clarification purposes only. Therefore, even without such clarification, the statutory provisions apply, unless they are directly amended or expressly excluded in these T&C.

2. CONCLUSION OF CONTRACT

- 2.1** Our offers are subject to change and non-binding. This also applies if we have provided the customer with catalogues, technical documentation (e.g., drawings, plans, calculations, computations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership and copyrights.
- 2.2** The order of the hardware or software by the customer shall be deemed a binding contract offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within 4 weeks of its reception by us. At the end of this period, the customer's offer will expire unless we have expressly accepted this offer.
- 2.3** Acceptance can be made either in writing (e.g., by order confirmation) or by delivery of the hardware or transfer of the software to the customer.

3. PRICES AND TERMS OF PAYMENT

- 3.1** Unless otherwise agreed in individual cases, our prices in force at the time of the conclusion of the contract shall apply, in the case of hardware ex warehouse, plus statutory value added tax.
- 3.2** In the case the order is shipped to the customer (Section 9.1), the customer shall bear the transport costs from the warehouse and the costs of any transport insurance requested by the customer. If we do not invoice the transport costs actually incurred in individual cases, a transport fee (excluding transport insurance) in the amount of at least 100 EUR shall be deemed to have been agreed. Any duties, fees, taxes and other public charges shall be borne by the customer.
- 3.3** The purchase price is due and payable within 14 days of receipt of the invoice and delivery or acceptance of the hardware or, in the case of software, when it is ready to download or when the download link and access data are communicated to the customer. Even within the framework of an ongoing business relationship, however, we are entitled to carry out a delivery, at any time in whole or in part only in return for advance payment. We will declare such reservation no later than with the order confirmation.
- 3.4** Upon expiration of the above payment period, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further claims with respect to damages caused by the delay. In relation to merchants ("*Kaufleuten*"), our claim to the commercial maturity interest (Section 353 of the German Commercial Code ("*Handelsgesetzbuch or HGB*") shall remain unaffected.
- 3.5** The customer is entitled to offsetting or retention rights only to the extent that its claim is legally established or is undisputed. In the event of defects in the delivery, the counter-rights of the customer in particular in accordance with Section 10 para. 6 sentence 2 of these T&C remain unaffected.
- 3.6** If it becomes apparent after conclusion of the contract (e.g., by applying for the opening of insolvency proceedings) that our claim to the purchase price is jeopardised by the customer's inability to pay, we are entitled to refuse performance and in accordance with the statutory provisions – if necessary, after setting a deadline – to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of non-fungible items (custom made products), we can declare the withdrawal immediately; the statutory provisions on the waiving of the deadline remain unaffected.

4. LIABILITY

- 4.1** Unless otherwise stated in these T&C, including the following provisions (in particular Clauses 10 and 14), we are liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 4.2** We are liable for damages - regardless of the legal reason - within the framework of liability for culpability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g., due diligence in our own affairs; insignificant breach of duty),
- 4.2.1** for damages resulting from injury to life, body or health,

4.2.2 for damages arising from the breach of an essential contractual obligation (the fulfilment of which makes the proper execution of the contract possible in the first place and on the fulfilment of which the contractual partner regularly relies and may rely on); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

4.3 The liability limitations arising from Clause 4.2 above shall also apply towards third parties and in the event of breaches of duty by persons (also in their favour) for whose fault we are responsible in accordance with statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the hardware or software has been declared and for claims of the customer under the German Product Liability Act ("*Produkthaftungsgesetz* or *ProdHaftG*").

4.4 Due to a breach of duty that does not consist of a defect, the customer can only withdraw from the contract or terminate if we are responsible for the breach of duty. A free right of termination on the part of the customer (in particular pursuant to Sections 650, 648 BGB) is excluded. Otherwise, the legal requirements and legal consequences apply.

5. LIMITATION PERIOD

5.1 In deviation from Section 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material and legal defects for hardware is one year from delivery and for software after the login data for the download area has been received and activated, or after receiving the download link. If an acceptance is agreed, the limitation period begins with the acceptance.

5.2 The above limitation period also applies to contractual and non-contractual claims for damages of the customer that are based on a defect in the hardware or software. Claims for damages of the customer in accordance with Clause 4.2 sentence 1 and Clause 4.2.1 as well as according to the ProdHaftG lapse exclusively according to the statutory limitation periods.

6. CHOICE OF LAW AND JURISDICTION

6.1 For these T&C and the contractual relationship between us and the customer, German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11/4/1980 (UN Convention on Contracts for the International Sale of Goods).

6.2 If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction - also at international level - for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Munich, Germany. The same applies if the customer is an entrepreneur within the meaning of Section 14 BGB. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these T&C or a prior individual agreement or at the general place of jurisdiction of the customer. Any overriding statutory provisions, in particular with regard to exclusive jurisdictions, shall remain unaffected.

PART A. SPECIAL PROVISIONS FOR THE SALE OF HARDWARE

7. DELIVERY PERIOD AND DELAY IN DELIVERY

7.1 The delivery period shall be agreed individually or specified by us upon acceptance of the order. If this is not the case, the delivery period shall be approx. 4 weeks from the conclusion of the contract.

7.2 If we cannot meet binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we will inform the customer about this and communicate the expected new delivery deadline. If the service is not available even within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will reimburse any payment already made by the customer. In particular, the incorrect or non-timely self-delivery by our own supplier shall be deemed to be a case of non-availability of the service in this sense if we have concluded a congruent hedging transaction and we are not at fault or we are not obliged to procure in the individual case.

7.3 The occurrence of our delay in delivery shall be determined by the statutory provisions.

7.4 The rights of the customer pursuant to Clause 4 of these T&C 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 the service and/or subsequent performance), shall remain unaffected.

8. FORCE MAJEURE

Force majeure, labour disputes, unrest, official measures and other unforeseeable, unavoidable and serious events release the contractual partners from the performance obligations for the duration of the disruption and to the extent of its effect. This also applies if these events occur at a time when the contractual partner concerned is in default. The contracting parties are obliged to provide the necessary information without delay within the bounds of what is reasonable and to adjust their obligations to the changed circumstances in good faith.

9. DELIVERY, TRANSFER OF RISK, ACCEPTANCE, DELAY IN ACCEPTANCE

9.1 The hardware shall be delivered from the warehouse, which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the hardware will be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

9.2 The risk of accidental loss and accidental deterioration of the hardware shall pass to the customer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the hardware as well as the risk of delay shall pass to the customer as soon as the hardware is delivered to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If an acceptance is agreed, it will be decisive for the transfer of risk. In all other respects, the statutory provisions of the work contract law ("*Werkvertragsrecht*") shall also apply accordingly for an agreed acceptance. The handover or acceptance is the same if the customer is in default of acceptance.

9.3 If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we charge a flat-rate compensation in the amount of EUR 10 per calendar day, starting with the delivery period or - in the absence of a delivery period - with the notification of the readiness to ship the hardware.

9.4 Proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; any lump sum shall, however, be offset against any further monetary claims. The customer is permitted to prove that we have suffered no damage at all or only a significantly lesser damage than the above lump sum.

10. RETENTION OF TITLE

10.1 Until all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims) have been paid in full, we retain title to the hardware sold.

10.2 The hardware subject to retention of title may neither be pledged to third parties nor assigned as security prior to full payment of the secured claims. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or if third parties gain access (e.g., seizures) to the hardware belonging to us.

10.3 In the event of non-contractual conduct of the customer, in particular in the event of non-payment of the due purchase price, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand return of the hardware on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; on the contrary, we are entitled to demand only the return of the hardware and to reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have previously unsuccessfully set the customer a reasonable deadline for payment or such a deadline is unnecessary in accordance with the statutory provisions.

10.4 Until revoked in accordance with Clause 10.4.3, the customer is authorised to sell and/or process the hardware subject to retention of title in the proper course of business. In this case, the following provisions will also apply:

10.4.1 The retention of title extends to the products arising from the processing, mixing or connection of our hardware at their full value, whereby we are considered a manufacturer. If the right of ownership remains in the case of processing, mixing or connection with third-party hardware, we will acquire co-ownership in proportion to the invoice values of the processed, mixed or connected hardware. In all other respects, the same shall apply to the resulting product as to the hardware delivered under retention of title.

10.4.2 The customer hereby assigns to us by way of security the claims against third parties arising from the resale of the hardware or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer specified in Clause 10.2 also apply in view of the assigned claims.

10.4.3 The customer remains authorised, in addition to us, to collect the claim. We undertake not to collect the claim as long as the customer fulfils its payment obligations to us, there is no defect in its performance, and we do not exercise the retention of title by exercising a right pursuant to Clause 10.3. However, if this is the case, we can request that the customer inform us of the assigned claims and their debtors, provide all the information required for collection, hand over the associated documents and notify the debtors (third parties) of the assignment. In this case, we are furthermore entitled to revoke the customer's authority to further sell and process the hardware subject to retention of title.

If the achievable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

11. CUSTOMER'S CLAIMS FOR DEFECTS

11.1 The statutory provisions apply to the rights of the customer in the event of material and legal defects (including incorrect and under delivery as well as improper assembly or defective assembly instructions) of the hardware, unless otherwise specified below. Claims from supplier recourse are excluded if the defective hardware was further processed by the customer or another company, e.g. by installation in another product.

11.2 Our liability for defects shall be based primarily on the agreement reached on the condition of the hardware. All product descriptions and manufacturer information that are the subject of the individual contract or were publicly disclosed by us (in particular in catalogues or on our Internet homepage) at the time of conclusion of the contract are deemed to be an agreement on the quality of the hardware.

11.3 If the quality standard has not been agreed, the statutory provisions shall determine whether or not there is a defect. However, we assume no liability for public statements of the manufacturer or other third parties (e.g., advertising statements) that the customer has not pointed out to us as decisive for the purchase.

11.4 We are generally not liable for defects of which the customer is aware at the time of conclusion of the contract or does not know through gross negligence (Section 442 BGB). The warranty for material defects shall furthermore not apply to defects which are due to the fact that the hardware is used in an environment which does not meet the requirements specified in the offer or in the product description or to changes and modifications which the customer has made to the hardware without being entitled to do so by law, these GTC or on the basis of prior written consent. Furthermore, the customer's claims for defects require that it has complied with its statutory obligations to investigate and complain (Section 377, 381 HGB). In the case of hardware intended for installation or other further processing, an inspection must in any case be carried out immediately before the processing. If a defect is detected at delivery, at the investigation or at any later time, we must be notified of this immediately in writing. In any case, obvious defects must be reported in writing within 2 weeks of delivery and defects that are not recognisable in the investigation notified in writing within the same period from their discovery. If the customer fails to properly investigate and/or report defects, our liability for the defect that is not reported or not reported in a timely manner or not properly is excluded in accordance with the statutory provisions.

11.5 If the delivered item is defective, we can first choose whether we will perform subsequent performance by remedying the defect (rework) or by delivering a defect-free item

(replacement delivery). Our right to refuse supplementary performance under the statutory conditions remains unaffected.

- 11.6** We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.
- 11.7** The customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the disputed hardware for audit purposes. In the event of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions. The supplementary performance does not include the removal of the defective item or the re-installation if we were not originally obligated to install the hardware.
- 11.8** The expenses required for the purpose of testing and supplementary performance, in particular transport, travel, labour and material costs as well as any removal and installation costs necessary, will be borne by us in accordance with the statutory provision if there is actually a defect. Otherwise, we may demand reimbursement from the customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the customer.
- 11.9** In urgent cases, e.g., in the event of a risk to operational safety or to prevent disproportionate damage, the customer has the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We must be notified of such self-performance immediately, if possible, in advance. The right of self-performance does not apply if we would be entitled to refuse a corresponding supplementary performance in accordance with the statutory provisions.
- 11.10** If the supplementary performance has failed or a reasonable period to be set by the customer for the supplementary performance has expired unsuccessfully or is unnecessary according to the statutory provisions, the customer can withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.
- 11.11** Customer's claims for damages or reimbursement of wasted expenses shall only exist in the event of defects in accordance with Clause 4 and are otherwise excluded.

PART B. SPECIAL PROVISIONS FOR THE SALE/LICENSING OF SOFTWARE

12. SOFTWARE TRANSFER

- 12.1** We provide the customer with various software products (e.g. ANDi, ANDi Observer and ANDi Ethernet Test Suite) and the associated user documentation on our homepage (<http://www.technica-engineering.de>), via email or via our download portal (<portal.technica-engineering.de>). In addition, the hardware we deliver typically includes software that performs basic functions there ("**firmware or device software**"). A separate licence is required for the use of the software products, which the customer may request and, if necessary, purchase at sales@technica-engineering.de ("**software licence**"). Customer shall receive a licence key solely for use of the software as further specified in the T&C, the offer, the software licence and the user documentation.
- 12.2** The quality and functionality of the software or firmware is conclusively determined by the offer and the product description (available on our website <https://technica->

engineering.de/ or via our download portal portal.technica-engineering.de). The information contained therein is to be understood as descriptions of performance and not as guarantees. A guarantee is only granted if it has been expressly designated as such.

12.3 As a rule, the service does not include installation and configuration activities.

13. GRANTING OF RIGHTS

13.1 With full payment of the fees in accordance with Clause 3, the customer receives a non-exclusive right to use the software to the extent granted in these T&C and the respective offer or software licence. The software may only be used simultaneously by a maximum of the number of natural persons that corresponds to the licences purchased by the customer. Permissible use includes the installation of the software, loading into the working memory and intended use by the customer. The number of licences as well as the type and scope of use are otherwise determined according to the respective offer or the software licence. In no event shall the customer have the right to lease or otherwise sub-license the purchased software, to reproduce or make it publicly accessible by wire or wirelessly, or to make it available to third parties for a fee or free of charge, e.g., by way of application service providing or as "Software as a Service".

13.2 To the extent that the usage right granted in accordance with Clause 13.1 **Error! Reference source not found.** is limited in time in the offer or the software licence, the customer is not granted a permanent right of use but rather one that is limited in time to the term of the software licence. In this case, the customer is obliged to stop using the software after the expiry of the software licence. After the expiration of the software licence, we may require the customer to delete the relevant software and other program copies and to destroy the provided documentation, materials and other records. In addition, the customer is obliged to completely and permanently delete all installed program copies and any stored documentation from all its servers. Any use of the software after the expiration of the software licence is prohibited.

13.3 The customer is entitled to make a backup copy if this is necessary to secure future use. The customer shall visibly affix the note "Backup Copy" and a copyright note of the manufacturer on the created backup copy.

13.4 Prior to decompilation of the software products covered by this agreement, the customer shall request in writing with a reasonable deadline that we provide the information and documents necessary to establish interoperability. Only after the unsuccessful expiration of the deadline is the customer entitled to decompile within the limits of Section 69 e of the German Copyright Act ("*Urheberrechtsgesetz* or *UrhG*"). Prior to engaging third parties (e.g. pursuant to Section 69 e para. 1 no. 1, para. 2 no. 2 UrhG), it shall provide us with a written declaration from the third party that it undertakes directly towards us to comply with the provisions contained in Part B of these T&C and to maintain confidentiality.

13.5 If the customer uses the software to an extent that exceeds the acquired rights of use qualitatively (in terms of the type of permitted use) or quantitatively (in terms of the number of licences acquired), then the customer shall immediately acquire the rights of use necessary for the permitted use. If it fails to do so, we will assert the rights to which we are entitled.

14. UPDATES

- 14.1 The customer has the option to agree on the provision of updates or upgrades for certain software products or firmware over a certain period of time against payment. Within the scope of such agreements, however, the customer shall not be entitled to the provision of specific updates or other types of bug fixes, but shall be given the opportunity to receive updates developed by us for the software products and/or firmware over a certain period of time.
- 14.2 Insofar as updates or upgrades are delivered to the customer, the customer's claims for defects with regard to the updates contained therein are generally determined in accordance with Clause 16.
- 14.3 The customer acquires the same rights of use for the updates as for the underlying software product, i.e., insofar as the customer acquires time-limited rights of use for the software products, it will also acquire time-limited rights of use for the associated updates.

15. SECURITY MEASURES, AUDIT LAW

The customer will secure the software by appropriate measures against access by unauthorised third parties. In particular, all copies of the software must be stored in a protected location.

- 15.1 The customer will allow us to verify the proper use of the software upon request, in particular to check whether the customer is using the program qualitatively and quantitatively within the scope of the licences it has purchased. For this purpose, the customer shall provide us with information, allow us to inspect relevant documents and records and enable us or an auditing company named by us and acceptable to the customer to inspect the hardware and software environment used. We may carry out the inspection on the premises of the customer during regular business hours or have it carried out by third parties bound to secrecy. We will ensure that the customer's business operations are disturbed as little as possible by activities on site. If the inspection reveals that the purchased number of licences has been exceeded by more than 5% (five percent) or that the licence has otherwise been used in a way that does not comply with the contract, the customer shall bear the costs of the inspection; otherwise, we shall bear the costs.

16. WARRANTY

- 16.1 We warrant the agreed quality and that the customer can use the software without violating third-party rights. The warranty of material defects shall not apply to defects that are based on the software being used in a hardware and software environment that does not meet the requirements specified in the offer or in the product description or for changes and modifications made to the software by the customer without being entitled to do so by law, these T&C, the software licences or by prior written consent.
- 16.2 The customer must inspect the software immediately after receipt for obvious defects and inform us immediately of any defects present; otherwise, a warranty for these defects is excluded. The same applies if such a defect becomes apparent later. Section 377 HGB applies.
- 16.3 In the event of a material defect, we are initially entitled to supplementary performance, i.e. at our own choice to remedy the defect ("**rework**") or to replace the delivery. As part of the replacement delivery, the customer will take over a new version of the software, if necessary, unless this leads to unreasonable impairments. In the event of defects in title,

we will, at our own discretion, provide the customer with a legally acceptable opportunity to use the software or modify it in such a way that no third-party rights are infringed.

- 16.4** We are entitled to provide the warranty on the customer's premises. We also fulfil our obligation to remedy defects by providing updates with an automatic installation routine for download on our homepage and by offering the customer support (e.g., via remote maintenance) to solve any installation problems that may arise.
- 16.5** The customer's right to reduce the purchase price or withdraw from the contract in the event of two failures of the rework or replacement delivery at its option remains unaffected. There is no right of withdrawal in the event of insignificant defects. If the customer claims damages or reimbursement of wasted expenses, we are liable in accordance with Clause 4.

These T&C exist in a German and an English version. In the event of any contradictions, the German version shall prevail.

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