

General Terms and Conditions of Sale

Witt Solutions GmbH

1. General provisions; scope

- 1.1. All contracts and agreements entered into with our customers are based exclusively on the General Terms and Conditions of Delivery and Payment set out below (hereinafter also "Terms"); we are not bound by terms and conditions of the customer that conflict herewith or deviate from our Terms except to the extent that we have agreed in text form to the application thereof. Our General Terms and Conditions of Delivery and Payment apply even if we perform the delivery without reservations while knowing of terms and conditions of the customer that conflict with or deviate from our Terms.
- 1.2. Our Terms also apply on an exclusive basis to all future contracts and agreements with the customer within the scope of the business relations existing between the customer and us.

2. Offer; entry into contract; technical realization

- 2.1. Our offers constitute only an invitation to the customer to issue an offer and are non-binding and subject to change. We are entitled to accept the offer to enter into a contract that is constituted by the order within two weeks after we receive it. Acceptance can be declared either through express order confirmation or through the start of delivery of the goods to the customer.
- 2.2. We are permitted to rescind the contract if we do not receive a correct or timely supply from our suppliers. This applies only in the event that the non-delivery is not our responsibility, particularly in the event that we have made a congruent hedging arrangement with our supplier. We will notify the customer of the non-availability of the service without delay and refund any consideration that has already been received without delay.
- 2.3. We reserve the right to provide products that deviate to a minor degree from visualizations, printed matter, and information contained in the offers for technical reasons related to production or for technical improvement. This applies only to changes or deviations that, taking our interests into account, are reasonable for the customer and do not restrict the use properties of the products. These deviations do not establish any warranty claims.
- 2.4. Technical specifications concerning the realization of the products are an element of the contract, but are an element of the agreed quality of the goods only if the customer and we have expressly agreed to this.

3. Prices; payment terms

- 3.1. Our prices shall be determined according to the price list applicable to the specific item at the time of the order or according to the individual offer.
- 3.2. Invoiced amounts are due without any deduction after delivery and are payable within 14 days after receipt of the

invoice by means of transfer to one of our accounts. The time determining when payment is made is the time when the sum is credited to our account.

- 3.3. Checks and bills of exchange are accepted only in payment pending full discharge of the debt. All costs arising to redeem bills of exchange or checks shall be at the customer's expense.
- 3.4. The customer has no rights of setoff unless the customer's claim has been established with final, binding legal force or is undisputed. This also applies to the same extent to the assertion of rights of retention and rights of refusal of performance by the customer.
- 3.5. Our prices apply ex works (EXW – INCOTERMS 2020) plus the value-added tax applicable on the date of invoicing and plus any packaging and shipping costs.

4. Delivery; delivery time; default of acceptance and delivery

- 4.1. Partial deliveries are permitted to the extent that they are reasonable for the customer.
- 4.2. Compliance with our delivery obligations presupposes that the customer has fulfilled its own obligations on time and in the proper form, and particularly has remitted the agreed payments and provided any agreed items of security. We reserve the right to assert the defense of unperformed contract.
- 4.3. If the customer falls into default of acceptance, we are permitted to demand compensation for any additional time, effort, and expenditure incurred (e.g., due to placement of the goods in storage). If the customer violates other obligations of cooperation, we can demand compensation for the damage and/or losses we sustain unless the customer has not culpably violated the obligation of cooperation.
- 4.4. Cases of *force majeure* (unforeseen circumstances and events for which we are not at fault and which we could not have prevented even with the due diligence of a proper business entity, such as labor disputes at our end or that of our suppliers, war, fire, transportation obstacles, shortages of raw materials, actions taken by government agencies, denial of export permits, natural events or lockouts) shall interrupt our obligation to deliver in the scope of the effects thereof and for the duration thereof plus a reasonable run-up period. This applies even if we are already in default of delivery. We will notify the customer of any event of *force majeure* and the estimated duration of the impediment without delay. We are entitled to rescind the contract in whole or in part with regard to the portion thereof that has not yet been fulfilled if continuing to abide by the contract is unreasonable for us due to the duration of the *force majeure*, even when the customer's interests are taken into account.

- 4.5. If the impediment lasts longer than three months, the customer is permitted to rescind the contract with regard to the portion thereof that has not yet been fulfilled.

- 4.6. Our liability with regard to default of delivery is geared toward Sec. 7.

5. Passage of risk

- 5.1. Unless expressly stated otherwise in the contract, delivery ex works (EXW INCOTERMS 2020) is agreed.
- 5.2. The risk of accidental loss or deterioration of the goods shall pass to the customer, even if free delivery has been agreed or in the case of partial deliveries, if and when the delivery is picked up from us or our vicarious agent (our supplier/shipper) or is turned over to the shipping company, freight forwarder, or other person designated to carry out the shipping. We are not liable for damage occurring in transit. If the shipping or pickup is delayed at the customer's request, the risk shall pass to the customer at the time when the goods are ready to ship.
- 5.3. In the event that damage occurs in transit, a written notice must be sent without delay to the carrier and, at the same time, the record of damage and/or losses or the report regarding the facts must be sent to us in order to resolve the issue swiftly.

6. Obligations of review; rights in case of defects; limitation periods

- 6.1. Claims and rights of the customer with regard to defects (hereinafter also referred to as "claims regarding defects") presuppose that the customer has duly complied with its obligations to check the goods and submit any complaints pursuant to Sec. 377 of the German Commercial Code (HGB). Complaints by the customer pursuant to Sec. 377 HGB must be in text form.
- 6.2. Claims regarding defects shall lapse one year after the statutory commencement of the limitation period. The statutory limitation periods apply in the case of loss of life, bodily injury, or impairment of health for which we are responsible and in the case of any other damage and/or losses based on intentional or grossly negligent violation of an obligation as well as in case of malicious concealment of a defect, in case of damage and/or losses based on violation of essential rights or obligations arising from the content and purpose of the contract, and in the event of recourse claims pursuant to Sec. 478 et seq. of the German Civil Code (BGB). The statutory warranty claims pursuant to Sec. 438 (1) No. 2 BGB are likewise unaffected.
- 6.3. In all other respects, the customer's rights regarding defects are subject to the statutory provisions. In the case of legitimate claims for a cure, however, we have the right to decide whether to remedy the defect or supply an item that is free of defects.

- 6.4. If the defect is based on fault on our part, the customer is permitted to demand damages only pursuant to the additional prerequisites of Sec. 7.
- 7. Liability**
- 7.1. Our liability for damages, irrespective of the legal basis therefor and particularly also arising from impossibility of performance, delay and default in delivery, violation of obligations in the case of contract negotiations or tortious acts is limited pursuant to this Sec. 7.
- 7.2. We are liable without limitation, where relevant, pursuant to the German Product Liability Act (ProdHaftG), in case of malicious concealment of a defect, for damage and/or losses arising from loss of life, bodily injury, or impairment of health, and in cases of intent or gross negligence.
- 7.3. In the case of violation of essential rights or obligations arising from the content and purpose of the contract through merely ordinary negligence, our liability is limited to the damage and/or losses typical of the contract and foreseeable at the time of commencement of the contract.
- 7.4. Except in the cases mentioned in Sec. 7.2 and 7.3, we are not liable for damage and/or losses caused through ordinary negligence.
- 7.5. To the extent that our liability for damages is ruled out or limited, this also applies with regard to any personal liability for damages on the part of our employees and representatives.
- 7.6. The provisions of Sec. 6.2 apply to the limitation of claims for damages.
- 8. Rescission**
- Unless the matter concerns a defect in the delivery item, the customer is not entitled to rescind the contract except in the case of a violation of an essential obligation for which we are responsible.
- 9. Ownership; copyright; rights of use and exploitation**
- 9.1. We reserve title to the goods (also referred to as "goods subject to retention of title") until such time as the purchase price and all claims arising from the current business relationship with the customer have been paid in full. Inclusion of individual claims in an ongoing invoice and balancing of accounts shall not affect the retention of title; the retention relates in this case to the acknowledged or actual balance. Payment is not deemed to have been made until the equivalent is received by us or in our account. The retention of title does not resume for goods if, after the customer has acquired title thereto, new claims arising from the business relationship are established against the customer.
- 9.2. In the event of conduct on the part of the customer that is in breach of contract, particularly in case of default of payment, we are entitled under the statutory provisions to rescind the contract and take back the goods. For the purpose of taking back the goods, the customer hereby irrevocably permits us to enter its business and storage premises without impediment and take the goods with us. If we take back the goods, this is always deemed to constitute rescission of the contract. We are entitled to sell the goods after taking them back. The proceeds thereof must be deducted from the customer's obligations – less reasonable costs of sale – pursuant to Sec. 367 BGB.
- 9.3. In case of attachment or distraint or other intervention by third parties, the customer must notify us in writing without delay so that we can bring a legal action pursuant to Sec. 771 of the German Code of Civil Procedure (ZPO).
- 9.4. The customer is entitled to resell the goods subject to retention of title in the usual course of business; this does not apply if it is agreed within the scope of the sale that the customer's claim against the third party lapses due to setoff. By way of security, the customer hereby assigns to us, in the amount of the final invoiced amount (including VAT) pertaining to our claim, all claims (including all balance claims arising from a current account, including those that arise after the termination of a current account relationship) to which the customer is entitled against its own customers or third parties due to the resale or for another legal reason. This assignment does not depend on whether the goods subject to retention of title are sold without being processed or after processing. We accept the assignment. The customer remains entitled to collect on these claims even after the assignment thereof. Nothing herein shall affect our authorization to collect on the claims ourselves. We do, however, agree not to collect on the claims as long as the customer is in compliance with its payment obligations arising from the proceeds collected, does not fall into default of payment, and has not ceased making payments. However, if this is the case, we are permitted to demand that the customer notify us of the claims assigned and the debtors thereof, provide all of the information necessary to collect on the claims, particularly information on the debtor's address, surrender the associated documentation, and notify the debtors of the assignment.
- 9.5. The entitlement pursuant to Sec. 9.4 does not encompass transferring title to the goods subject to retention of title by way of security or pledging these goods without our consent. Entering into financing agreements that include the transfer of our rights of retention of title requires our prior express consent unless the contract obligates the financing institution to pay the portion of the purchase price to which we are entitled directly to us.
- 9.6. The processing or transformation of the goods subject to retention of title by the customer is always undertaken on our behalf without any obligations on our part arising therefrom. If the goods subject to retention of title are processed with other objects that do not belong to us, we acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoiced amount, including value-added tax) to the other objects processed at the time of processing. In all other respects, the same applies to the item arising from processing as applies to the goods subject to retention of title.
- 9.7. The customer shall bear all pretrial and court costs that must be expended to lift attachment or distraint or another form of intervention by a third party with regard to the goods subject to retention of title and to regain possession thereof unless these can be collected from the third party in question. If we are entitled to assert claims that have been assigned to us, the customer is required to reimburse us for the necessary pretrial and court costs.
- 9.8. We agree to release the items of security to which we are entitled, at the customer's request, to the extent to which the realizable value of our items of security exceeds the claims to be secured by more than 10%; we are obligated to select the items of security to be released.
- 9.9. The granting or transfer of rights of use and exploitation requires a separate agreement. To the extent that items supplied cannot be used as intended without the granting or transfer of rights of use, these rights are deemed to have been granted in this regard upon payment in full of the purchase price. In all other respects, we hold exclusive rights of use and exploitation with regard to our works, deliveries, and services. For software products, the end user license agreements enclosed with each product apply.
- 10. Miscellaneous provisions**
- 10.1. The laws of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is ruled out.
- 10.2. The place of performance for all deliveries and payments arising out of the contractual relationship is Wustermark.
- 10.3. Amendments or addenda to the contract must be made in written form. This requirement is not met by transmission of e-mails unless the e-mails bear a qualified electronic signature (Sec. 126a BGB).
- 10.4. The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Wustermark. This also applies if the customer is a legal entity under public law or a public-law special fund or if the customer does not have a general place of jurisdiction in Germany or relocates its domicile or habitual residence to another country after entering into the Agreement or the customer's domicile or habitual residence is unknown at the time when legal action is brought.