

GENERAL TERMS AND CONDITIONS OF SOTEC GmbH&Co KG

1. Terms and Conditions

1.1 These General Terms and Conditions (GTC) apply to all contracts between SOTEC GmbH & Co KG (hereinafter "Provider") and the customer regarding:

- Sales of hardware (including with software),
- Creation of software (individual and standard),
- Licensing of software,
- Other additional services and goods.

These General Terms and Conditions are part of a contract and only apply to matters not agreed upon in the contract.

These General Terms and Conditions only apply to entrepreneurs who, when concluding the legal transaction, are acting in the exercise of their commercial or independent professional activity, and to legal entities under public law and special funds under public law.

1.2 Unless otherwise agreed, the place where the service is provided and where the goods are sold is the registered office of the provider.

1.3 The provider provides its services and sells goods based on its General Terms and Conditions (GTC). The customer's general terms and conditions do not apply, even if the provider has not expressly objected to them. The acceptance of the services and/or goods by the customer is deemed acceptance of the provider's General Terms and Conditions, waiving the customer's general terms and conditions. Individual agreements remain unaffected by the above regulations.

1.4 In the case of ongoing business relationships, these General Terms and Conditions also apply to future transactions in which no express reference is made to them, provided that the General Terms and Conditions were included in a previous contract.

2. Compensation and Payment

2.1 Unless otherwise agreed, the remuneration will be calculated based on effort and at the provider's generally valid prices at the time the contract is concluded. Remunerations are generally net prices plus statutory sales tax. The provider can bill monthly. If services are paid based on effort, the provider documents the type and duration of the activities and sends this documentation with the invoice.

2.2 Unless otherwise agreed, all invoices for goods and services within Germany must generally be paid to the paying agent without deductions no later than 30 calendar days after receipt. Invoices for goods and services outside Germany must be paid in advance.

2.3 Unless otherwise agreed, the provider can increase the remuneration at the earliest 3 months after the conclusion of

the contract if the increased remuneration corresponds to the provider's current list price. Further increases can only take place at the earliest 3 months after a previous increase takes effect. An increase will take effect on the date specified in the announcement. The customer has the right to terminate the agreement if the remuneration rates increase by more than ten percent.

2.4 Agreed proof of expenditure is deemed to have been approved unless the customer objects in detail in writing within 21 days of receipt and the provider has referred to the fictional approval in the proof of expenditure.

2.5 The provider reserves ownership and rights to the services and goods until the remuneration owed has been paid in full. Furthermore, the provider reserves ownership until all of its claims from the business relationship with the customer have been fulfilled. In the event of non-payment or incomplete payment, the provider is entitled to suspend all further services and deliveries of goods. This suspension does not constitute a delay on the part of the provider and does not release the customer from his obligation to pay. The provider will inform the customer in writing of the suspension. Once full payment is received, services and deliveries will proceed immediately.

3. Other Terms and Conditions of the Services

3.1 The customer is obliged to support the provider to the extent necessary and to create all conditions necessary for the proper execution of the order in his operating sphere. To this end, he will provide the necessary information and, if possible, enable remote access to the customer system. If remote access is not possible for security reasons or other reasons, the affected deadlines will be extended appropriately; the contractual partners will agree on an appropriate regulation for further effects. The customer also ensures that expert personnel are available to support the provider.

3.2 Unless otherwise agreed, the customer will ensure proper data backup and failure prevention for data and components (such as hardware, software) that is appropriate to their type and significance.

3.3 The customer will provide the provider with appropriate support upon request in examining and asserting claims against other parties involved in connection with the provision of the service. This applies in particular to the provider's recourse claims against upstream suppliers.

3.4 If the rights of third parties are violated by a service provided by the provider, the provider will, at its own discretion and expense: a) give the customer the right to use the service, or b) design the service to be free of legal violations, or c) withdraw the service and reimburse the remuneration paid by the customer (less appropriate compensation for use) if the provider cannot achieve any other remedy with reasonable effort.

3.5 Travel costs and expenses as well as other expenses will be reimbursed according to the provider's invoice, unless otherwise agreed. Travel time is considered working time.

3.6 The provider can demand reimbursement of its effort if additional effort is incurred due to the improper fulfillment of the customer's obligations. The provider is entitled to prohibit the customer from further use of the services for the duration of the customer's default in payment. This does not constitute a withdrawal from the contract. § 449 Para. 2 BGB remains unaffected.

4. Other Conditions for the Sale of Goods

4.1 Unless otherwise agreed, the goods will be delivered in accordance with EXW Incoterms 2020.

4.2 The provider ensures that the goods are appropriately packaged for delivery.

4.3 The provider provides all documents required for operation, installation, and/or use digitally.

4.4 Each product is only sent with a tracking number. The goods are deemed to have been received after confirmation by the shipping service provider unless the recipient complains within a reasonable time frame.

4.5 The delivery period varies depending on the country, and the details will be discussed between the parties. If the delivery period is extended, the provider is obliged to inform the customer in a timely manner and to set a new period.

4.6 The customer may neither pledge nor assign as security items subject to retention of title or rights. The customer is only permitted to resell as a reseller in the ordinary course of business under the condition that the customer has effectively assigned the provider's claims against his customers in connection with the resale and that the customer transfers ownership to his customer subject to payment. By concluding this contract, the customer assigns his future claims in connection with such sales against his customers to the provider as security, who hereby accepts this assignment.

4.7 The provider grants a twelve-month warranty on its goods. This warranty covers all defects in material and workmanship. The warranty period begins on the date of delivery of the goods. In the event of a warranty claim, the customer is obliged to immediately inform the provider in writing of the defect and to return the defective goods. The provider reserves the right to repair or replace the goods or refund the purchase price. This warranty does not apply to damage caused by improper use, normal wear and tear, or external influences.

5. Defect and Disruption Management

5.1 The provider delivers the services and goods in accordance with the conditions agreed upon in the contract and in return for the contractually agreed remuneration.

5.2 The provider ensures that the services provided and goods delivered are of the highest quality.

5.3 There are no claims for material defects if the provider's services deviate insignificantly from the contractual quality. Claims for defects do not apply in the event of excessive or improper use, natural wear and tear, or failure of components in the system environment. The same applies to software errors that cannot be reproduced or otherwise verified by the customer. This also applies to damage due to special external influences not covered under the contract. There are also no claims for defects in the event of subsequent changes or repairs by the customer or third parties, unless these do not make it more difficult to analyze and eliminate a material defect. The provider will correct all defects during the warranty period at its sole discretion, either through repair or replacement delivery.

5.4 All dates and periods must be expressly agreed upon in the contract. Unless otherwise agreed, the following periods apply:

- The customer must inform the provider in writing of all defects within 14 calendar days.
- The provider will analyze the reported defects within 14 calendar days and provide the customer with a response including suggestions for correcting the defects. This period may be extended by the provider up to 30 calendar days if necessary.
- The provider undertakes to respond to reports of defects as quickly as possible.

In each case, the specific period for correcting the defects will be determined by mutual agreement between the parties.

5.5 In addition, the following conditions apply:

The provider guarantees compliance with the agreed deadlines, unless there is a case of force majeure that makes the timely provision of the service impossible. If the provider is unable to meet the agreed period for correcting defects, it will inform the customer immediately and propose a new, appropriate period, which will also be determined by mutual agreement. All changes to the agreed dates and periods must be made in writing and with the mutual consent of both parties.

5.6 In the event of an exceptional operational emergency, the provider is entitled to extend the agreed dates and periods. The provider will inform the customer immediately about the new dates and periods. This situation is not considered a delay on the part of the provider.

6. Liability

6.1 The provider undertakes to provide the goods and services on time and in accordance with the agreed quality standards or the product standard.

6.2 In all cases where the provider is obliged to pay damages or reimbursement of expenses based on contractual or legal

claims, the provider is only liable to the extent that it, its executives, and vicarious agents are guilty of intent, gross negligence, or injury to life, body, or health. No-fault liability under the Product Liability Act remains unaffected. Liability for the culpable violation of essential contractual obligations (obligations whose fulfillment enables the proper execution of the contract and on which the contractual partner can reasonably rely) also remains unaffected; however, liability is limited to foreseeable, contract-typical damage. A change in the burden of proof to the detriment of the customer is not associated with the above regulations.

6.3 In the event of data loss, the provider is only liable for the effort required to restore the data if the customer has properly backed up the data. In the event of slight negligence on the part of the provider, this liability arises only if the customer has carried out a proper data backup immediately before the incident leading to data loss.

6.4 The provider is only liable for violations of third-party rights through its service if the service is used in accordance with the contract and, in particular, within the contractually agreed, otherwise unchanged, use environment. The provider is only liable for violations of third-party rights within the European Union and the European Economic Area and at the location where the service is used in accordance with the contract.

6.5 If a third party asserts that a service provided by the provider violates their rights, the customer must immediately notify the provider. The provider and, if applicable, its sub-suppliers are entitled, but not obliged, to defend against the asserted claims at their own expense, to the extent permitted. The customer is not entitled to acknowledge third-party claims before giving the provider a reasonable opportunity to defend against the claims in another manner.

6.6 The provider is always liable to the customer in accordance with the law: a) for damage caused intentionally or through gross negligence by the provider or its legal representatives or vicarious agents, b) under the Product Liability Act, and c) for damages resulting from injury to life, body, or health for which the provider, its legal representatives, or vicarious agents are responsible.

6.7 The provider is not liable for minor negligence unless it has violated an essential contractual obligation, the fulfillment of which is crucial for the proper execution of the contract or whose violation jeopardizes the achievement of the contract's purpose, and on which the customer can reasonably rely. This liability for property and financial damage is limited to contract-typical and foreseeable damage. Liability for lost profits and missed savings is excluded. Any other indirect consequential damage is also excluded. For a single instance of damage, liability is limited

to the contract value. In the case of ongoing remuneration, liability is limited to the amount of remuneration per contract year, but not exceeding €50,000. The contractual partners may agree in writing on additional liability at the time of contract conclusion, usually for a separate fee. An individually agreed liability amount takes precedence.

6.8 In cases of force majeure, the affected contractual party is released from its performance obligations for the duration and to the extent of the impact. Force majeure refers to an external event that has no operational or personal connection to the parties and cannot be prevented even with the utmost care that can reasonably be expected. This includes, in particular, war, terrorist attacks, massive violent unrest, nuclear accidents, natural disasters, pandemics, etc. In the event of force majeure, the affected contractual parties are released from their performance obligations as long as and to the extent that the force majeure event persists and prevents them from fulfilling their contractual obligations. The affected party is obliged to inform the other party immediately about the occurrence and the expected duration of the event.

The affected contractual parties will make all reasonable efforts to mitigate the effects of the force majeure and to resume their contractual obligations as quickly as possible once the force majeure event has ended. If the force majeure event lasts longer than 90 days, both contracting parties are entitled to terminate the contract without notice.

7. Intellectual Property

7.1 As part of the collaboration, the intellectual property (including, but not limited to, copyright, trademark, name, and patent rights) of the providers or third parties must be observed. The collaboration does not grant any license or usage rights to the respective intellectual property of the providers or third parties.

7.2 Unless otherwise agreed, the customer agrees that the provider is entitled to announce information about the collaboration, including the use of the customer's logo (e.g., on its own website, at trade fairs, or similar). The provider will maintain confidentiality. The customer is entitled to revoke this consent at any time.

7.3 The transfer of intellectual property rights takes place in accordance with the provisions of this contract but only after full payment of the agreed fee.

7.4 The provider guarantees that it holds all intellectual property rights to the developed software within the scope of the employment relationship. The provider ensures that no

third-party rights are violated and that it is entitled to transfer these rights to the customer.

7.5 Offers, drafts, drawings (including sketches or rough sketches), and/or literal representations of a solution or partial solution, including all appendices, remain the intellectual property of the provider.

7.6 Violation of the above provisions constitutes theft of intellectual property and leads to an obligation to pay damages and may also be criminally prosecuted by the public prosecutor's office.

8. Data Protection

8.1 The customer will enter into agreements with the provider that are necessary under data protection law for handling personal data.

8.2 The data protection declaration is available on the provider's website. This declaration informs you in particular about the type, scope, purpose, duration, and legal basis of the processing of personal data, insofar as the provider determines the purposes and means of processing either alone or jointly with others.

9. Other

9.1 The customer and the provider shall each designate a responsible contact person. Unless otherwise agreed, communication between the customer and the provider will take place through these contact persons. The contact persons must make all decisions related to the execution of the contract promptly. These decisions must be documented in a binding manner.

9.2 All disputes arising from or in connection with these conditions, as well as any dispute regarding the conclusion of this contract, are subject exclusively to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

9.3 The place of jurisdiction for all disputes arising from the contract is Calw, as it is the place where the service is provided and the goods are sold.

9.4 Neither the provider nor the customer is entitled to assign any rights arising from or in connection with this contract to third parties without the prior written consent of the other party.

9.5 Should any of these conditions or individual provisions be void or ineffective, the validity of the remaining provisions will not be affected. Instead of the invalid provision, the parties shall agree on a regulation that most closely meets the economic purpose of the provision being replaced in a

legally permissible manner. The same applies in the event of a regulatory gap.

9.6 The contractual partners are obliged to maintain confidentiality regarding business secrets and other information designated as confidential (e.g., in documents, databases) that become known in connection with the execution of the contract. They must not use this information beyond the purpose of the contract without the written consent of the other contractual partner.

The receiving contractual partner is required to take appropriate confidentiality measures to protect business secrets and confidential information. The contractual partners are not entitled to obtain business secrets of the other contractual partner through observation, examination, dismantling, or testing of the subject matter of the contract. The same applies to other information or items received during the execution of the contract.

Disclosure of business secrets and other confidential information to individuals who are not involved in the conclusion, implementation, or processing of the contract may only occur with the written consent of the other contractual partner.

Unless otherwise agreed, the obligation to maintain confidentiality for information designated as confidential ends five years after the information becomes known, but not before the termination of any ongoing obligations. Trade secrets must be kept confidential indefinitely.

The contractual partners will also impose these confidentiality obligations on their employees and any third parties they engage.