

General Terms and Conditions of Sale and Delivery

The following General Terms and Conditions of Sale and Delivery (hereinafter also referred to as 'General Terms and Conditions') shall form the exclusive basis for all transactions handled by WEY Technology GmbH with principal place of business in Frankfurt on Main (hereinafter also referred to as 'Supplier'). The General Terms and Conditions shall apply to all current and future business relations with the same Client, without the Supplier being obliged to make express reference to these General Terms and Conditions in each individual case; in any such case, the Supplier shall inform the Client promptly of any amendments of the General Terms and Conditions.

Differing or supplementary General Terms and Conditions of the contracting parties (hereinafter referred to as 'Clients') shall not apply, unless the Supplier has consented to these in writing. This requirement to grant consent shall apply in any case, for instance also when the Supplier, being aware of the General Business Conditions of the Client, carries out the delivery to the Client without reservations. Individual agreements (including subsidiary arrangements, supplements and amendments) between Suppliers and Clients, however, have priority. For the contents of such agreements, a written contract or the written confirmation by the Supplier shall be authoritative. Legally relevant declarations and notifications that have to be made by the Client vis-à-vis the Supplier after the conclusion of the contract (e.g. setting of time limits, reminders, cancellation), must be made in writing to be legally valid.

1. Conclusion of contract

- (1) Among other things, the Supplier shall provide terminals for financial processing workstations and security centres, as well as special applications in healthcare and infotainment. The products can be ordered (contract of purchase) or planned jointly with the Supplier and installed on-site at the Client (contract for work - 'Werkvertrag').
- (2) The Client's offer depends exclusively on a commercial group of customers (contractors). These Conditions of Sale do not apply to orders by consumers. By awarding the contract, the Client gives its assurance of being a commercial and/or independent operator and confirms that it operates within the scope of its commercial and independent activity.
- (3) The Supplier's offers are subject to change without notice and non-binding and are limited in time in accordance with the information contained therein. Offers are of a confidential nature and may be disclosed only to those persons that are entrusted with processing the offers.
- (4) The Supplier shall retain all proprietary and copyrights to all drawings, designs, circuit diagrams and cost proposals. In the absence of corresponding orders, the Client agrees to submit to the Client without delay all documents within the scope of the proposal.
- (5) In order to be legally valid, the Client's orders require the Supplier's written confirmation (order confirmation).

2. Deadlines and scope of delivery

- (1) The agreed-upon time limit for processing deliveries (delivery deadline) starts with the sending of the order confirmation, but not prior to the performance of the contractual obligations by the Client, particularly not before the provision of the documents, authorizations, and releases to be obtained by the Client and prior to receipt of the agreed-upon down payment.
- (2) The periods of delivery indicated by the Supplier, even if notified in writing, constitute only non-binding information. The expiry of certain periods of delivery does not relieve the Client from its obligation to define an appropriate grace period for the performance of the service and the declaration that it will refuse the performance after the expiry of the deadline. This does not apply, if and to the extent that the Supplier has expressly and in writing designated a period of delivery or a deadline as a so-called "binding delivery date".
- (3) If the Supplier is not able to comply with binding periods of delivery for reasons beyond its control (non-availability of performance), the Supplier will inform the Client accordingly and at the same time inform it of the expected new period of delivery. If performance is not possible during the new period of delivery as well, the Supplier shall be entitled to withdraw from the contract in full or in part; any consideration by the Client will be reimbursed promptly by the Supplier. The rights of cancellation and termination of the Client in accordance with section 3 and 4 of these General Terms and Conditions shall remain unaffected.
- (4) The delivery deadline has been observed if, until its expiration, the readiness for dispatch has been communicated or the object of delivery has left the Supplier's warehouse or – in the case of work performance – the acceptance has been effected or rejected unwarranted by the Client.
- (5) Partial deliveries are permissible within the delivery deadlines specified by the Supplier, provided this will be reasonable and not result in disadvantages for their use. Any cost increases resulting from the partial delivery shall be borne by the Supplier.
- (6) The items covered by the contract will be determined by the order confirmation.
- (7) The Supplier reserves the right to make product changes without prior announcement, which, in its opinion, serve to improve quality. Design or form changes, which are based on the improvement of technology and/or



requirements imposed by lawmakers are reserved during the period of delivery, provided this will not considerably change the supplied item, and the changes are acceptable to the Client.

- (8) The occurrence of delay in delivery by the Supplier is determined in accordance with the statutory provisions. In any case, however, the Client is required to send a reminder.

3. Delivery and warranty in the case of contracts of purchase

- (1) Delivery will be affected CPT Incoterms 2020. Carriage will be effected at the Client's risk. The Supplier carries the risk until proper delivery of the supplied items to the carrier. Upon delivery of the supplied items to the carrier, the risk of accidental destruction or loss, as well as accidental deterioration, shall be assigned to the Client.
- (2) The Client agrees to accept the supplied item, unless the Client temporarily is prevented from taking delivery through no fault of its own. In the case of intentional or grossly negligent non-acceptance on the part of the Client, following a 14-day additional acceptance period and in accordance with the statutory provisions, the Supplier is also authorized to withdraw from the Contract and demand damages. Setting an additional acceptance period will not be necessary if the Client seriously or definitely refuses the acceptance or evidently is unable to pay the invoice amount during this period.
- (3) The Client is obligated to examine the supplied item and gives notice of defects. The Client agrees, upon receipt, to immediately inspect the supplied items for quality and completeness. The Client agrees to notify the Supplier in writing of any complaints regarding the supplied items and transport damage. In the case of self-evident defects and the supplier not being notified in writing within eight calendar days upon receipt of the supplied items, the assertion of warranty rights shall be excluded. For the purpose of compliance with the time limit, the defect must be posted in due time. The burden of proof shall be borne by the Client. Defects, which cannot be discovered within an eight-day time limit for lodging a complaint (so-called hidden, no obvious defects), must be reported in writing immediately upon the discovery. Otherwise the supplied item is considered to have been approved. The timely posting of the defect notice will be considered as having acted in compliance with the required time limit. The burden of proof shall be borne by the Client. In other respects, Sec. 377, 381 German Commercial Code shall apply.
- (4) The following Supplier's warranties shall apply to defects reported in due time. The Client shall be entitled to demand subsequent delivery ("Ersatzlieferung") or removal of defects ("Nachbesserung") as subsequent performance at its own discretion. Should the Client fail to state which of these two rights he requires, then the Supplier reserves the right to set him a fair time limit. Should the Client not have chosen within this time limit, then the right to choose is passed to the Supplier upon expiration of said time limit. The Supplier shall furnish a warranty for defects to supplied items at the Supplier's option by remedying the defect (subsequent improvement) or by supplying a replacement (retroactive performance). Natural wear and improper treatment shall be excluded from the warranty in each case. In each case, the warranty will expire prematurely as soon as the supplied items are subjected to invasions, modifications or repairs performed by the Client or third parties without the Supplier's prior written approval.
- (5) The Supplier is entitled to only conduct the supplementary performance if the Client has paid the purchase price. But the Client shall be entitled to withhold a share of the purchase price that is commensurate with such defect.
- (6) The expenses necessary in connection with examination and subsequent performance, in particular as regards transport, labour and materials, shall be borne by the Supplier if a defect exists. Otherwise, if a Client's demand for repair should be proven unjustified, then the Supplier can demand the incurred costs (particularly costs for testing and transportation) be reimbursed by the Client, unless the missing defect was unforeseeable for the Client.
- (7) If the Supplier fails to remedy the defect within a reasonable time limit, the Client may set a reasonable additional deadline for remedying defects. Upon expiration of the additional period the Client may demand a reduction in remuneration or the withdrawal from contract and – provided the legal requirements are met – may request damages in addition to the withdrawal. Said claim to damages is limited to the value of the defect affecting the performance, to all damage claims based on defects, but at the most to the total price of the Contract. The Client's claims to lost profit are excluded. The limitations of liability shall not apply if the Supplier concealed a defect with intent or has accepted a guarantee, or in the case of intent, gross negligence or injury to life, body or health.

4. Acceptance and warranty in the case of contracts for work

- (1) The Supplier shall bear the risk until the Client's acceptance of the negotiated work performances.
- (2) The acceptance of the commissioned work performances will be effected by the Client. One of the Supplier's employees should be present during the acceptance. The results of the acceptance must be recorded in writing in a certificate of acceptance, which the Client and the Supplier must sign.
- (3) In the case of a defect, the Supplier shall be entitled to retroactive performance. If the retroactive performance fails, the Client shall be entitled to invoke the statutory provisions.
- (4) If the Client accepts the work performance in spite of being aware of a defect, the Client shall be entitled to warranty claims with respect to said defect only, if the Client reserves this right at the time of acceptance.
- (5) The statutory regulations shall apply to the acceptance in other respects.



- (6) If the Supplier fails to remedy the defects within a fixed time limit, the Client
- May request either that the Supplier sets a reasonable grace period with the announcement that, in the case of the unsuccessful expiration of said period, the Supplier will remedy the defect independently. If this deadline expires unsuccessfully, the Client will be authorized to remedy the defect independently and demand reimbursement of costs, or
 - Set a further reasonable grace period and following its unsuccessful expiration reduces the remuneration reasonably or withdraws from the Contract in whole or in part. A withdrawal due to an insignificant defect, however, shall be excluded.
- (7) Furthermore, in the case of legal requirements, the Client will request damages or repayment of expenses. In the case of ordinary negligence, the contract's liability shall basically be limited overall to the contract value. Claims arising from lost profit are excluded. Limitations of liability shall not apply to claims due to intent or gross negligence, in the case of injury to life, body or health, and intention to deceive if the Product Liability Act is applied, and in the case of guaranteed undertakings, unless, with respect to the latter, nothing to the contrary has been agreed.

5. Pricing, invoicing, conditions of payment

- (1) Except as otherwise specified or agreed upon individually, all prices are in euros (EUR) plus applicable VAT, packaging, shipping, carriage, insurance and customs duties.
- (2) The supplier shall issue the Client an invoice on its services.
- (3) Invoice amounts are due and payable within 14 days of invoice date, delivery, installation and/or acceptance of the merchandise. The time for payment is 14 days as of the invoice date without deduction (in particular, without discount, etc.). The Supplier must effect payments to the specified account. The Supplier shall be entitled at any time, including during an ongoing business relationship, to make a delivery in whole or in part only against advance payment. The Supplier declares a corresponding reservation at the latest with the order confirmation.
- (4) If the order placed with the Supplier exceeds the amount of EUR 75,000 (excluding VAT, packaging, carriage, transport, insurance and customs duty) or if the Client is a new Client, the following shall apply:
- a) In the case of contracts of purchase, one half of the amount is due for payment immediately upon order confirmation and the other half within 14 days upon delivery of the supplied items to the carrier.
 - b) In the case of contracts for work, 30 % will be due for payment immediately upon order confirmation, 30 % will be due within 14 days following delivery, further 30 % will be due within 14 days following installation, and 10 % will be due within 14 days following acceptance, but after 30 days after installation.
- (5) If the Client defaults on said due payments, the Supplier is authorized to charge default interest in the amount of eight percentage points above the basic interest rate (Sec. 288 II German Civil Code). The Supplier expressly reserves the right to other claims. The claims against commercial customers for commercial interest to be paid on maturity (Sec. 353 HGB) remain unaffected.
- (6) The Client is authorized to set off and retain said payments only if the Client's counterclaims have been recognized by declaratory judgment, are undisputed or have been acknowledged by the Supplier.
- (7) Should it become discernible after the conclusion of the contract that the Supplier's claim to the purchase price is jeopardised by the Client's inability to fulfil its commitments (e.g. by filing an application for the opening of insolvency proceedings), the Supplier shall be entitled to demand advance payment. In all other respects, the Supplier shall be entitled, in accordance with the statutory provisions, to refuse delivery/ performance and – after setting a time limit, if appropriate – to withdraw from the contract (according to section 321 German Civil Code). In the case of contracts for the manufacture of specific items (making to specification) the Supplier can withdraw immediately; the statutory provisions on the dispensability of setting deadlines remain unaffected.

6. Reservation of ownership

- (1) The supplied item shall remain the Supplier's property until the fulfilment of all of the Supplier's claims against the Client to which the Supplier is entitled from the business relations.
- (2) The Client is authorized to process the supplied items or to mix or combine them with other items. The processing, mixing and combination (hereinafter called 'processing' and with respect to the supplied item also referred to as 'processing') shall be performed on behalf of the Supplier; the object resulting from such a processing will be referred to as 'new merchandise'. The Client shall preserve the new merchandise on behalf of the Supplier with a due care of a responsible businessman.
- (3) When processing with other items not owned by the Supplier, the Supplier shall be entitled to joint ownership in the new merchandise in the amount of the share resulting from the ratio of the value of the processed supplied item to the value of the remaining processed merchandise at the time of processing. If the Client acquires the sole ownership of the new merchandise, Supplier and Client agree that the Client shall grant the Supplier joint ownership in the new merchandise in proportion to the value of the processed supplied item to the remaining processed merchandise at the time of processing.
- (4) If the supplied item or the new merchandise is sold, the Client hereby assigns to the Supplier, by way of security, its claim from the resale against the purchaser with all secondary rights, without requiring further explanations.



The assignment shall include any balance claims. The assignment, however, shall apply only in the amount invoiced by the Supplier, which relates to the price of the supplied item. Satisfying the Supplier's claim must be prioritized.

- (5) If the Client combines the supplied item or the new merchandise with real properties or movable assets, the Client also shall assign to the Supplier, without requiring further explanations, its claim to which it is entitled for the combination, including all ancillary rights in the amount of the proportion of the value of the supplied item and/or the new merchandise to the remaining combined merchandise at the time of their combination.
- (6) Until further notice, the Client is authorized to collect the claims assigned in this section 6 (Reservation of ownership). The Client shall immediately forward to the Supplier the payments on the assigned claims up to the amount of the secured claim. In the event of an important reason and, in particular in the case of payment default, discontinuation of payments, initiation of insolvency proceedings, protest of a bill or substantiated reasons for overindebtedness or pending insolvency on the part of the Client, the Supplier is authorized to withdraw the Client's collection authorization. Furthermore, following an advanced warning subject to an appropriate deadline, the Supplier may disclose details of the assignment, utilize the surrendered claims and disclose the Client's security assignment to its clients.
- (7) When a legitimate interest is substantiated, the Client shall provide the Supplier with the information required for substantiating its rights against its customers and hand over the required documents.
- (8) During the duration of the retention of title, the Client is prohibited from levying an execution or an assignment of security. The Client is permitted to resell the item only in the ordinary course of business and only under the condition that the payment of the equivalent of the supplied items is made to the Client. The Client also shall negotiate with the purchaser that by paying the amount it will acquire the title of ownership. In the case of pledges, attachments or other injunctions on the part of third parties, the Client shall notify the Supplier immediately.
- (9) If the realizable value of all rights of security, to which the Supplier is entitled, exceeds the amount of all secured claims by more than 10%, the Supplier shall release a corresponding part of the security rights at the Client's request. In the case of a release, the Supplier has the option to choose between the various security rights.
- (10) In the case of a breach of obligations on the part of the Client, in particular in the case of payment default, the Supplier is authorized to demand the surrender of the supplied item without setting a time limit and/or to withdraw from the Contract; the Client is obligated to surrender the item. The demand of the delivery item / new merchandise is not considered to be an intent to withdraw from the contract by the Client, unless this is expressly stated.

7. Term of limitations for claims in connection with defects

The term of limitation for claims and rights due to defects of the supplied are according to the legal regulations.

8. Limitations of liability

- (1) Outside the liability for defects of quality and title, the Supplier shall be liable without restriction, if the cause of defect is based on intent or gross negligence. The Supplier also shall be liable for breach of the fundamental contractual obligations (duties, the violation of which puts at risk achieving the contractual purpose) and breach of cardinal obligations (duties, the fulfilment of which enables the proper implementation of the Contract and on which the Client can reasonably expect to rely), but limited to the contract value. Claims arising from lost profit are excluded. The Supplier shall not be liable for ordinary negligence other than the above duties.
- (2) The limitations of liability of the above paragraph do not apply in the case of injury to life, body and health, a defect following the acceptance of a guarantee for the quality of the product and in the case of intentionally concealed defects. This shall not affect the liability under the Product Liability Act.
- (3) If the Supplier's liability is excluded or limited, this also applies to the Supplier's personal liability of its employees, representatives and vicarious agents.

9. Intellectual Property Rights

- (1) The Supplier reserves the intellectual property rights and copyrights to any and all products, images and other documents provided by it. The Client may utilise any such documents only with the Supplier's prior express written consent, without any independent rights to any such advertising materials accruing to it.
- (2) The Client undertakes and warrants that it will not violate any intellectual property rights of third parties (patents, licenses, trademarks, etc.) when selling on the goods purchased from the Supplier.



10. Data protection

For the purpose of processing orders, enquiries and offers made by a Client or third parties commissioned by it on its behalf, the Supplier shall be entitled pursuant to Art. 6 para. 1 lit. b DSGVO to electronically store and further process personal data. The Supplier shall also be entitled to pass on personal data to third parties, in particular to credit institutions and contractual partners that serve the purpose of order processing. The collection and processing of personal data by the Supplier shall otherwise be carried out in accordance with the statutory provisions on data protection and the Supplier's data protection declaration.

11. Written form requirements

Wherever a written form is required for communications, e-mails or faxes will meet the written form requirements. If a party sends an e-mail or fax, it will bear the risk associated with the message's receipt by the addressee.

12. Applicable law and jurisdictional venue

(1) These General Terms and Conditions and all legal disputes arising from this Contract between the Client and the Supplier shall exclusively be subject to the law of the Federal Republic of Germany, subject to exclusion of the UN Sales Convention. The prerequisites for and the effects of retention of title in accordance with clause 6 are subject to the law in force at the relevant location of the goods if, in accordance with the provisions of that law, the choice of law in favour of German law is inadmissible or invalid.

(2) With all disputes arising from this Contract, if the Client is a merchant, a legal entity under public law or a special fund under public law, the action shall exclusively be filed with the court of competent jurisdiction at the supplier's principal place of business in Frankfurt on Main. The Supplier also is authorized to litigate at the Client's principal place of business.