

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 (hereinafter also referred to as 'Supplier'). In the event of conflicts between these General Terms and Conditions and other contractual documents (such as purchase and maintenance contracts or the order form), these other contractual documents shall take precedence over the General Terms and Conditions.

Any other (business) terms and conditions of the contracting parties (hereinafter also referred to as 'Clients') shall not form part of the contracts between the Client and the Supplier, unless they are expressly recognized by the Supplier in writing by way of exception.

1. Offers / Quotations

The Supplier's quotations or offers are limited in time in accordance with the information contained therein.

The offers are of a confidential nature and may only be disclosed to those persons who are entrusted with the processing of the offers. The Supplier shall retain all property rights and copyrights to all drawings, drafts, circuit diagrams and cost estimates as well as to all other legally protected and non-protected content. The Client is obliged to return all documents provided to the Client within the scope of the offer immediately at the Supplier's request if no corresponding orders are placed.

2. Pricing, invoicing, terms of payment

- 2.1. Invoicing shall be based on the agreed prices plus VAT. VAT shall only be omitted in cases where the conditions for tax exemption of export deliveries are met.
- 2.2. In the event of a significant change in the calculation bases relevant for pricing, in particular (but not limited to) currency fluctuations of more than 3% since the date of the offer, the Supplier expressly reserves the right to adjust its prices accordingly for services not yet rendered, whereby the Client shall be informed of this as soon as possible.
- 2.3. The Supplier shall invoice the Client for its services. Invoice amounts are due for payment within 30 days of the invoice date without deductions (in particular without deduction of discounts etc.). Payments shall be made to the account specified by the Supplier.
- 2.4. If the order placed with the Supplier exceeds the equivalent of EUR 100,000 (excluding VAT, packaging, shipping, transportation, insurance and customs), the following payment terms shall apply: 50% upon confirmation of receipt of the order, 40% upon delivery and 10% upon acceptance or go-live, whichever occurs first. Invoice amounts are due for payment within 30 days of the invoice date without deductions (in particular without deduction of discounts etc.).
- 2.5. The Client shall be in default without further notice after the payment deadline has expired unused. In this case, the Supplier shall be entitled to charge interest on arrears at a rate of 9 percentage points above the base interest rate (Basiszinssatz) from the first day without further reminder. In addition, the Supplier shall be entitled to assert rights of retention in accordance with the statutory provisions. The Supplier expressly reserves the right to assert further claims.
- 2.6. Clients may only set off their own monetary claims against the Supplier's monetary claims to the extent that these have been established by a court and are legally binding or have been expressly recognized by the Supplier in writing. In the event of defects in the delivery, the Client's counterclaims shall remain unaffected.
- 2.7. If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that the Supplier's claim to the purchase price is jeopardized by the Client's inability to pay, the Supplier shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (sec. 321 BGB (German Civil Code)).



3. Insurance

The Client shall take out any necessary insurance, including in-transit insurance, at his own expense.

4. Delivery Deadlines

The Supplier shall endeavour in good faith to meet the agreed deadlines for the provision of the deliveries even in the event of unforeseeable difficulties, but the Supplier expressly assumes no legal liability for this. This applies in particular to all cases of force majeure, delays at the Supplier's suppliers despite timely ordering, import or export bans imposed by the authorities, strikes, etc. If the Supplier is unable to meet binding delivery deadlines for reasons for which it is not responsible, the Supplier shall inform the Client of this immediately and at the same time notify the Client of the expected new delivery deadline. If the service is also not available within the new delivery period, the Supplier shall be entitled to withdraw from the contract in whole or in part; the Supplier shall immediately reimburse any consideration already provided by the Client.

5. Transfer of risk, inspection of the delivery items and warranty for purchase contracts

5.1. Delivery shall be made Incoterms (2020) FCA Frankfurt/ Main (Germany), unless expressly agreed otherwise.

5.2. The delivery items must be inspected by the Client for possible defects immediately upon receipt by the Client. Consignments with any transport damage must be accepted with reservations and the carrier concerned and the Supplier must be notified immediately in writing.

5.3. Any further defects of a delivery item (i.e. deviations from the owed target condition) must be reported to the Supplier immediately, but at the latest within eight (8) calendar days of receipt by the Client, in writing and with a detailed description of the defect. The Client shall bear the risk of transmission. Defects that could have been detected by careful inspection and were not reported to the Supplier within the period for notification of defects shall be deemed to have been approved.

5.4. Defects which could not have been discovered within the period for notification of defects even after careful inspection (so-called hidden defects) must be reported to the Supplier in writing immediately after their discovery, giving a detailed description of the defect.

5.5. The following warranties of the Supplier shall apply to defects notified in good time:

The Supplier undertakes to repair those parts of the delivery which are demonstrably defective or unusable as a result of faulty design, use of poor materials or defective manufacture. As subsequent performance, the Client may initially demand, at its discretion, either rectification of the defect (repair) or delivery of a defect-free item (replacement delivery). If the Client does not declare which of the two rights he chooses, the Supplier may set him a reasonable deadline for this. If the Client does not make the choice within the deadline, the right to choose shall pass to the Supplier upon expiry of the deadline. Unless a different warranty period has been agreed in an individual case, the warranty period shall be two (2) years. The warranty period shall commence upon provision for shipment ex warehouse. If the provision of the delivery items is delayed due to circumstances for which the Client is not responsible, the warranty period shall commence correspondingly later. For third-party products, the warranty period granted by the manufacturer or third-party supplier shall apply.

5.6. The warranty shall expire prematurely in any case as soon as the Client or third parties carry out any interventions, modifications or repairs to the delivery items without the prior written consent of the Supplier, unless the Client proves that the defect would have occurred even without such interventions, modifications or repairs.

6. Acceptance and warranty for contracts for work

6.1. The Supplier shall bear the risk until acceptance of the work services by the Client.

6.2. Acceptance of the commissioned work services shall be carried out by the Client. An employee of the Supplier shall be present at the acceptance. The result of the acceptance shall be recorded in writing in an acceptance report, which shall be signed by the Client and the Supplier.



- 6.3. If the Client accepts the work services despite being aware of a defect, it shall only be entitled to warranty claims in respect of this defect if it reserves the right to do so upon acceptance.
- 6.4. The statutory provisions shall otherwise apply to acceptance.
- 6.5. If the Supplier does not successfully complete the rectification of defects within a period of time set for it, the Client may demand that the Supplier
- a) either set a further reasonable period of grace combined with the announcement that it will remedy the defect itself after the fruitless expiry of this period. If this period expires without result, the customer shall be entitled to remedy the defect itself and demand reimbursement of the necessary expenses,
 - b) or set a further reasonable period of grace and, after its fruitless expiry, reduce the remuneration appropriately or withdraw from the contract in whole or in part. However, withdrawal due to an insignificant defect is excluded.
- 6.6. The Client may also demand compensation for damages or expenses if the statutory requirements are met. In the event of slightly negligent breaches of duty, liability for the contract as a whole shall be limited to the order value. Claims for loss of profit are excluded. The limitations of liability do not apply to claims for intent and gross negligence, injury to life, limb or health, fraudulent intent, insofar as the Product Liability Act applies, and in the case of guarantee promises, unless otherwise regulated with regard to the latter.

7. Limitations of liability

- 7.1. Apart from the liability for defects of quality and title, the Supplier shall be liable without restriction, if the cause of damage is based on intent or gross negligence. The Supplier also shall be reliable 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. The Supplier shall not be liable for the slightly negligent breach of obligations other than the above obligations.

Except in cases of intent and gross negligence, the Supplier shall not be liable for damage that has not occurred to the delivery item itself (consequential damage, indirect damage such as loss of production, loss of use, loss of orders, unrealised savings, loss of profit, etc.).

- 7.2. 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 assumption 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.
- 7.3. If the Supplier's liability is excluded or limited, this also applies to the personal liability of the Supplier's employees, representatives and vicarious agents.

8. Reservation of ownership

- 8.1. Software & firmware: For software and firmware, only the right of use at the location of the system can be acquired. Ownership of the software and firmware shall always remain with WEYTEC.
- 8.2. 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.
- 8.3. 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 item'. The Client shall preserve the new item on behalf of the Supplier with a due care of a responsible businessman.



- 8.4. When processing with other items not owned by the Supplier, the Supplier shall be entitled to joint ownership in the new item 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 items at the time of processing. If the Client acquires the sole ownership of the new item, Supplier and Client agree that the Client shall grant the Supplier joint ownership in the new item in proportion to the value of the processed supplied item to the remaining processed items at the time of processing.
- 8.5. If the supplied item or the new item 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.
- 8.6. If the Client combines the supplied item or the new item 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 item to the remaining combined item at the time of their combination.
- 8.7. Until further notice, the Client is authorized to collect the claims assigned in this section 8 (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.
- 8.8. When a legitimate interest is substantiated, the Client shall provide the Supplier with the information required for substantiating its rights against the Client's customers and hand over the required documents.
- 8.9. 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.
- 8.10. 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.
- 8.11. 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.

9. Severability clause

Should any provision of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a legally valid provision that comes as close as possible to the economic purpose of the invalid provision. In order to fill the loophole, the provision of the relevant point shall be deemed to have been agreed which the parties would presumably have agreed in accordance with the meaning and purpose of the contract, taking into account the interests of the parties, if they had considered the point.



10. Reservation of written form

Wherever written form is required for notices, e-mail or fax also satisfy the written form requirement. If a party uses e-mail or fax, it shall bear the risk of receipt by the addressee. However, the simplified written form requirements do not apply to amendments to these General Terms and Conditions or the main contract. All agreements that amend or supplement these General Terms and Conditions or the main contract must be made in writing. Verbal collateral agreements shall not result in any changes to these general terms and conditions or the main contract.

11. Data protection, Referencing

All personal data transmitted by the Client to the Supplier shall be registered by the Supplier and collected and used for the purpose of fulfilling the mutual rights and obligations arising from the contractual relationship(s) concluded between the Parties in accordance with the applicable data protection laws.

12. Applicable law and jurisdictional venue

- 12.1. 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 section 8 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.
- 12.2. The place of jurisdiction is Frankfurt/ Main, Germany, if the Client is a merchant, a legal entity under public law or a special fund under public law. The Supplier also is authorized to litigate at the Client's principal place of business.