

## **General Conditions of Sale of Munditia Technologies GmbH**

We thank you for your order, which we accept under exclusive validity of our delivery and payment conditions.

### **§ 1 Scope of application**

1. These terms and conditions of sale apply exclusively to companies, legal entities under public law or special funds under public law within the meaning of § 310 paragraph 1 BGB (German Civil Code). We shall only recognise any terms and conditions of the customer which conflict with or deviate from our Terms and Conditions of Sale if we expressly agree to their validity in writing.
2. These terms and conditions of sale shall also apply to all future transactions with the customer, insofar as these are legal transactions of a related kind.
3. individual agreements made with the purchaser in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

### **§ 2 Offer and conclusion of contract**

If an order is to be regarded as an offer in accordance with § 145 BGB, we can accept it within two weeks.

### **§ 3 Provided documents**

We reserve the property rights and copyrights to all documents provided to the purchaser in connection with the placing of the order - including in electronic form - such as calculations, drawings etc. These documents may not be made available to third parties unless we give the customer our express written consent. Insofar as we do not accept the customer's offer within the period of § 2, these documents must be returned to us immediately.

## **§ 4 Prices and payment**

1. Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus value added tax at the current rate. Packaging costs will be invoiced separately.
2. Payment of the purchase price must be made exclusively to the account of Munditia Technologies GmbH with Volksbank Mittelhessen eG. The deduction of a discount is only permissible with a special written agreement.
3. unless otherwise agreed, the purchase price is to be paid within 14 days of delivery. Interest on arrears shall be charged at a rate of 8 % above the respective base interest rate p.a. We reserve the right to assert higher damages caused by default.
4. unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries that take place 3 months or more after conclusion of the contract.

## **§ 5 Rights of Retention**

The customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

## **§ 6 Delivery time**

1. the beginning of the delivery time stated by us presupposes the timely and proper fulfilment of the obligations of the purchaser. We reserve the right to raise the defence of non-performance of the contract.
2. if the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to make further claims. Insofar as the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.

3. in the event of a delay in delivery not caused by us intentionally or through gross negligence, we shall be liable for each completed week of delay within the framework of a lump-sum compensation for delay in the amount of 0.5% of the delivery value, but not more than 5% of the delivery value.

4. further legal claims and rights of the customer due to a delay in delivery remain unaffected.

## **§ 7 Transfer of risk on dispatch**

If the goods are shipped to the customer at the latter's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory/warehouse. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.

## **§ 8 Retention of title**

1. We reserve the right of ownership of the delivered goods until all claims arising from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to this. We shall be entitled to take back the purchased item if the customer acts in breach of contract.

2. The customer is obliged to treat the object of sale with care as long as the ownership has not yet been transferred to him. In particular, he is obliged to insure it sufficiently at his own expense against theft, fire and water damage at replacement value (note: only permissible when selling high-value goods). If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or exposed to other third-party interventions. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.

3. The customer is entitled to resell the goods subject to retention of title in the normal course of business. The customer hereby assigns to us the claims against the purchaser arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including

value added tax). This assignment shall apply irrespective of whether the purchased item has been resold without or after processing. The purchaser remains authorised to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we shall not collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and in particular no application for the opening of insolvency proceedings has been filed or payments have been suspended.

4. The treatment, processing or transformation of the purchased goods by the customer is always carried out in our name and on our behalf. In this case, the expectant right of the customer to the object of purchase shall continue in the transformed object. If the purchased item is processed with other objects not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed objects at the time of processing. The same applies in the event of mixing. Insofar as the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is deemed to be agreed that the customer transfers proportional co-ownership to us and keeps the sole ownership or co-ownership thus created for us. In order to secure our claims against the customer, the customer also assigns to us such claims which accrue to him against a third party through the connection of the reserved goods with a property; we hereby accept this assignment.

We undertake to release the securities to which we are entitled at the request of the purchaser if their value exceeds the claims to be secured by more than 20%.

## **§ 9 Warranty and notice of defects as well as recourse/manufacture recourse**

1. Warranty rights of the customer presuppose that the customer has properly fulfilled his obligations to examine and complain in accordance with § 377 HGB.

2. claims for defects become time-barred 12 months after delivery of the goods delivered by us to our customer. The statutory period of limitation shall apply to claims for damages in cases of intent and gross negligence as well as in cases of injury to life, body and health which are based on an intentional or negligent breach of duty by the user.

Insofar as the law pursuant to § 438 para. 1 no. 2 BGB (buildings and items for buildings), § 445 b BGB (right of recourse) and § 634a para. 1 BGB (building defects) prescribes longer periods, these periods shall apply. Our consent must be obtained before any return of the goods.

3. if, despite all the care taken, the delivered goods show a defect that already existed at the time of the transfer of risk, we will, subject to timely notification of defects, either repair the goods or deliver replacement goods at our discretion. We must always be given the opportunity for subsequent performance within a reasonable period. Recourse claims shall remain unaffected by the above provision without restriction.

4. if the subsequent performance fails, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.

5. claims for defects shall not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or wear and tear as well as damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences that are not provided for under the contract. If improper repair work or modifications are carried out by the customer or third parties, no claims for defects shall exist for these and the resulting consequences.

6. claims of the purchaser for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the goods delivered by us have subsequently been taken to a place other than the purchaser's branch office, unless the transfer corresponds to their intended use.

7. the customer's rights of recourse against us shall only exist insofar as the customer has not made any agreements with his customer that go beyond the mandatory statutory claims for defects. Furthermore, paragraph 6 applies accordingly to the scope of the customer's right of recourse against the supplier.

## **§ 10 Miscellaneous**

1. This contract and the entire legal relations between the parties are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our registered office of Munditia Technologies GmbH, unless otherwise stated in the order confirmation.
3. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

## **§ 11 Severability Clause**

The contract remains binding in its remaining parts even if individual provisions are legally ineffective. The parties undertake to replace the invalid provision with a provision that comes as close as possible to the meaning of the invalid provision.