

GENERAL TERMS AND CONDITIONS OF SALE

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1. General Provisions; Scope

1.1 The following General Terms and Conditions of Sale (hereinafter referred to as “GTCS”) apply to all business relationships between Detax GmbH (hereinafter referred to as “Detax”) and the customer (hereinafter referred to as the “Buyer”), if and insofar as the Buyer is an entrepreneur as defined in § 14 of the BGB (German Civil Code), a merchant within the meaning of the HGB (German Commercial Code), a legal entity under public law, or a special fund under public law.

1.2 These GTCS apply exclusively. Deviating or contrary conditions are not recognized by Detax and do not apply unless Detax has explicitly agreed to them in writing.

1.3 Unless otherwise agreed, these GTCS in the form and version valid at the time of the Buyer's respective order shall apply as a framework agreement (§305 (3) of the German Civil Code (BGB)) also to subsequent contracts within the meaning of Section 1.1 with the same Buyer, without Detax having to refer to these GTCS again.

2. Conclusion of contract; partial deliveries

2.1 Offers, as well as price and service information, by Detax are subject to change and non-binding, unless they are marked as binding or state a specific term of acceptance.

2.2 The order by the Buyer is considered a binding offer to conclude a contract. Unless otherwise stated in the Buyer's offer, Detax may accept it within ten (10) working days of receipt. Acceptance by Detax shall be effected by written declaration (e.g. by order confirmation or notification of readiness for collection/dispatch).

2.3 Detax is entitled to make partial deliveries.

3. Reservation of rights; confidentiality

3.1 Detax reserves all ownership, copyrights, usage rights, and industrial property rights to all documents, materials, and other items provided to the Buyer by Detax. Reverse engineering is prohibited.

3.2 The Buyer shall not make the aforementioned items or their contents accessible or communicate them to any third parties or those of its own employees who are not involved, nor may it exploit, reproduce, or modify them. It shall treat them confidentially, use them exclusively for the contractual purposes, and return them in full upon Detax's request and destroy/delete any copies (including electronic copies) unless they are required for the fulfillment of statutory retention obligations or for the performance of the contract. Upon Detax's request, the completeness of the return and destruction/deletion must be confirmed and, if and insofar as such confirmation is not provided, it must be stated in writing which items are still required and for what reasons.

4. Prices; terms of payment; offsetting

4.1 Unless agreed otherwise, Detax's prices are “EXW Incoterms (2020)” in euros plus the taxes and duties to be borne by the Buyer at the statutory rate on the date of invoicing. Packaging costs will be invoiced separately. The Buyer shall as a matter of principle bear the costs for shipping and insurance. Currency exchange losses that occur due to payment in a foreign currency shall be borne by the Buyer. For orders having a net goods value of less than € 500.–, Detax will charge a minimum quantity surcharge of € 30.–. Prices confirmed in writing are binding for all deliveries within two (2) months from the date of order confirmation.

4.2 The Buyer shall pay the purchase price within thirty (30) days of receipt of the invoice without deductions, unless otherwise agreed. Payments must be effected exclusively through bank transfers. The Buyer agrees that the invoice shall be sent electronically. New customers must pay in advance.

4.3 When the payment deadline expires (in accordance with Section 4.2), the Buyer is in default of payment without this requiring a prior warning. During the period of default, the purchase price shall bear interest at the statutory default interest rate. The statutory lump sum for late payment is to be added. Detax reserves the right to claim further damages caused by delay and – in the case of merchants – statutory interest on arrears (§§ 352, 353 of the HGB). From the 2nd dunning notice onward, Detax will additionally charge a processing fee of € 10.–. Detax also reserves the right to assert any further damage caused by delay.

4.4 For VAT-exempt deliveries within the European Community, the Buyer shall provide the confirmations or supporting documents required by the German financial authorities. Detax may withhold deliveries if the Buyer fails to present the documents in due time. If proof is not provided that the goods have been delivered to the rest of the Community, the Buyer shall fully reimburse the VAT and penalties imposed by the tax authorities.

4.5 The Buyer shall be entitled to set-off or retention only if and insofar as its claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's counter-rights shall remain unaffected.

4.6 If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that Detax's claim to the purchase price is jeopardized by inability to pay on the Buyer's part, Detax is entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (§ 321 of the German Civil Code (BGB)). In the case of contracts for the manufacture of non-fungible items (custom-made products), Detax may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

5. Delivery; impediments to performance; transfer of risk

5.1 Unless otherwise agreed, all deliveries shall be made “EXW Incoterms (2020)” (in relation to the warehouse/plant from which delivery is made). This shall also be the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods shall be shipped to another destination (sale involving carriage). Unless otherwise agreed, Detax is entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) by itself.

5.2 Unless expressly agreed otherwise, stated delivery dates are to be understood as approximate. Detax shall not be held responsible for delays in delivery resulting from failure of the Buyer to provide Detax with the information, objects, and documents required for execution of the delivery in good time.

5.3 (a) Detax assumes no liability for impossibility or delay if and insofar as the same is based on force majeure or another event that was not foreseeable at the time of conclusion of the contract and which Detax is not responsible for (hereinafter referred to as “Force Majeure”; e.g. operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, inundations, war, insurrection, acts of terrorism, transport delays,

strikes, lawful lockouts, shortages of labor, energy or raw materials, delays in any necessary official approvals, official/sovereign measures).

(b) Incorrect or untimely delivery to Detax by a supplier shall also be deemed such an event if Detax is not responsible for this in the respective case and had concluded a congruent hedging transaction with the respective supplier at the time of the conclusion of the contract with the Buyer. This shall also apply if Detax concludes the hedging transaction immediately after conclusion of the contract with the Buyer.

(c) If Detax becomes aware of an event as defined in paragraph (a) or (b), it shall inform the customer immediately. The delivery periods shall be automatically extended/postponed by the duration of the event, plus a reasonable start-up or lead time. If such events make it significantly more difficult or impossible for Detax to provide the service and are not of a merely temporary nature, Detax is entitled to withdraw from the contract.

5.4 The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover. In the case of sale involving carriage, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass already upon delivery of the goods to the forwarding agent, the carrier, or the person or institution otherwise designated to carry out the shipment.

6. Nominal condition of the goods; quantity tolerances

6.1 The nominal condition of the goods shall be defined by the contractual agreements. Even in the event of sale according to models and samples, the model/sample shall be deemed only an illustrative piece to show the general character or type of the goods. Unless expressly agreed otherwise, the characteristics of the sample/specimen shall not automatically be deemed part of the contractual specifications.

6.2 In the case of production with agreed batch size, Detax is entitled to deliver 15% more or less than agreed, depending on the production yield.

7. Obligation to give notice of defects

Deliveries must be inspected by the Buyer immediately after delivery, and any defects must be reported to Detax promptly. The report must be made at least in text form (§126b of the German Civil Code (BGB)). Promptness of the complaint requires it to be sent within five (5) working days of delivery or – in the case of a defect that was not recognizable during the inspection after delivery – within three (3) working days of discovery of the defect. The inspection after delivery must not be limited to external appearance and delivery documents. It must adequately cover quality and functionality as well. If the Buyer fails to carry out the proper inspection or notification, Detax's warranty obligation and liability for the defect in question shall be excluded.

8. Warranty

8.1 In the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), the statutory provisions shall apply to the Buyer's rights, unless otherwise specified below.

8.2 The basis of Detax's liability for defects is the agreement reached on the quality and intended use of the goods. Unless otherwise agreed, the Detax data sheet shall apply in this respect.

8.3 If the delivered item is defective, Detax may first choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). If the type of subsequent performance chosen by Detax is unreasonable for the Buyer in the individual case, the Buyer may reject it. Detax's right to refuse subsequent performance under the statutory conditions remains unaffected thereby.

8.4 The Buyer must give Detax the time and opportunity required for the subsequent performance owed, in particular hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer must return the defective item to Detax upon request in accordance with the statutory provisions; however, the Buyer has no right of return the item of their own accord. Subsequent performance does not include the dismantling, removal or disassembly of the defective item nor the assembly, attachment or installation of a defect-free item, if Detax was originally not obligated to perform these services.

8.5 Detax assumes no warranty for damage that occurs due to unsuited or improper use or storage, incorrect handling, or natural wear, if and insofar as Detax is not responsible for the damage.

8.6 Unless Detax expressly consents in writing, resale is not permitted (a) for deliveries to countries within the European Union: to countries outside the European Union and (b) for deliveries outside the European Union: to countries other than the country of delivery. In addition, the Buyer may resell the goods only in their unaltered original packaging. In the event of culpable non-compliance with the aforementioned obligations of this Section 8.6, the Buyer shall indemnify and hold harmless Detax for and against all damages caused thereby.

9. Liability

9.1 Unless stipulated otherwise by these GTCS, Detax shall be held liable according to the statutory provisions.

9.2 Detax shall be held liable without limitation – regardless of the legal reason – for damages based on an intentional or grossly negligent breach of duty by Detax or a legal representative or vicarious agent of Detax.

9.3 In the event of a merely simple or slightly negligent breach of duty by Detax or a legal representative or vicarious agent of Detax, Detax shall be held liable (subject to a milder standard of liability in accordance with statutory provisions) only

(a) – without limitation – for damages resulting from injury to life, body or health;

(b) for damages arising from the breach of material contractual obligations. Essential contractual obligation are those that must be fulfilled for the proper performance of the contract and upon compliance with which the Buyer typically trusts and may trust. In these cases, however, Detax's liability is limited to the amount of damage typical for the contract and foreseeable at the time the latter was concluded.

9.4 The limitations of liability in Section 9.3 do not apply if and insofar as Detax has fraudulently concealed a defect or has assumed a guarantee of quality entailing liability for damages or a procurement risk. In addition, any mandatory statutory liability, in particular under the Produkthaftungsgesetz (German Product Liability Act), remains unaffected.

10. Statute of Limitations

10.1 Notwithstanding § 438 (1) 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one (1) year from delivery. If and insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

10.2 If the goods are a building or an item that has been used for a building in accordance with its normal use and has caused defectiveness of the same (building material), the limitation period is five (5) years from delivery in accordance with the statutory regulation (§ 438 (1) 2 of the German Civil Code (BGB)). Other special statutory provisions on the statute of limitations (in particular §§ 438 (1) 1 and (3), 444, 445b of the German Civil Code (BGB)) also remain unaffected.

10.3 The above limitation periods of sales law shall also apply to contractual and non-contractual claims for damages on the part of the Buyer that are based on a defect of the goods, unless application of the regular statutory limitation period (§§ 195, 199 of the German Civil Code (BGB)) would lead to a shorter limitation period in the individual case. The Buyer's claims for damages pursuant to Sections 9.2 and 9.3 (a) and under the Produkthaftungsgesetz (German Product Liability Act) shall become time-barred exclusively in accordance with the statutory limitation periods.

11. Third-party property rights

11.1 Detax warrants and represents in accordance with this Section 11 that the goods are free from industrial property rights or copyrights of third parties. Each Party shall immediately notify the respective Counterparty in writing if claims are asserted against it due to infringement of such rights.

11.2 Claims of the Buyer for infringement of industrial property rights or copyrights of third parties are excluded if such infringement is based on an instruction by the Buyer or an unauthorized modification or non-contractual use of the goods by the Buyer.

11.3 In the event that the goods infringe an industrial property right or copyright of a third party, Detax shall, at its own discretion and expense, modify or replace the goods in such a way that the rights of third parties are no longer infringed, but the goods continue to fulfill the contractually agreed functions, or procure the right of use for the Buyer by concluding a license agreement. If Detax fails to do so within a reasonable period of time, the Buyer is entitled to withdraw from the contract or reduce the purchase price appropriately.

11.4 In the event of infringements of any rights by products from other manufacturers or suppliers that are delivered by Detax, Detax shall, at its own discretion, assert the warranty claims against these manufacturers and suppliers for the account and at the expense of the Buyer, or assign such claims to the Buyer.

11.5 Rights to damages shall exist only in accordance with Section 9.

12. Retention of title

12.1 Until all present and future claims of Detax from the purchase contract and an ongoing business relationship (secured claims) have been paid in full, Detax retains title to the sold goods. Pledging and transfers by way of security are inadmissible. The Buyer shall immediately inform Detax if third parties seize or otherwise gain control over the goods. Any breach of contract by the buyer, in particular default in payment, shall entitle Detax to withdraw from the contract and to demand the immediate surrender of the goods or, if applicable, assignment of the claims for surrender against third parties. The request for the return of goods alone does not constitute a declaration of withdrawal. If the Buyer does not pay the due purchase price, Detax may assert these rights only after making a request for payment and setting a deadline, unless a deadline need not be set under the law.

12.2 The Buyer is authorized, subject to revocation, to resell and/or process the goods subject to retention of title in the ordinary course of business. The following applies in this respect: The retention of title extends to the products created by processing, mixing, or connecting the goods by Detax to their full value, whereby Detax shall be deemed the manufacturer. If any title of third parties is retained in the process, Detax acquires co-ownership in proportion to the invoiced value of the goods. The same provisions shall apply to the product thus created as to goods delivered under retention of title. The claims against third parties created through the resale of the goods or products are assigned by the Buyer in full or in the amount of any co-ownership portion in accordance with the above paragraph as a security to Detax. Detax accepts the assignment. The Buyer remains authorized to collect the claim in addition to Detax. Detax will not collect the claim as long as the Buyer fulfills their payment obligations. Otherwise, Detax may request the communication and release of all the information necessary to collect the claim itself, and revoke the Buyer's authorization to resell and process the goods to which title is retained. If the realizable value of the collateral exceeds Detax's claims by more than 10%, Detax shall, upon the Buyer's request, release collateral of its own choosing.

13. Applicable Law, Legal Venue

These GTCS and the contractual relationship between Detax and the Buyer shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws. The competent courts in Ettlingen (Germany) shall have exclusive jurisdiction for all disputes arising directly or indirectly from these GTCS or the contractual relationship between Detax and the Buyer.