



General Terms and Conditions of Burat & Klein Datentechnik GmbH

I. Scope of Application

1. These Terms and Conditions of Sale shall apply to all our business relations, exclusively vis-à-vis entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). We shall only recognize terms and conditions of the customer that 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 Purchaser, insofar as these are legal transactions of a related nature.
3. Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

II. Offer and conclusion of contract

1. If an order is to be regarded as an offer pursuant to Section 145 of the German Civil Code (BGB), we may accept it within two weeks.
2. The acceptance can be made either in writing (e.g. by order confirmation) or by delivery of the goods.
3. We reserve the property rights and copyrights to all documents - also in electronic form - provided to the customer in connection with the placing of the order, such as calculations, drawings, etc.. These documents may not be made accessible to third parties unless we give our express written consent to do so. If we do not accept the orderer's offer within the specified period, these documents shall be returned to us without delay.

III. Prices and payment

1. Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus value added tax at the applicable rate. Costs of packaging shall be invoiced separately.
2. Payment of the purchase price shall be made exclusively to the account specified overleaf. The deduction of a discount is only permissible with a special written agreement.
3. Unless otherwise agreed, the purchase price is payable within 14 days after invoicing. However, we shall be entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.
4. Upon expiry of the aforementioned payment period, the Buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) shall remain



unaffected.

5. 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 made 3 months or later after conclusion of the contract.

IV. Right of retention

The Purchaser shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

V. Delivery

1. The delivery period is agreed individually or stated by us upon acceptance of the order.
2. Delivery is made ex warehouse. At the request and expense of the buyer, the goods will be shipped to another destination. Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
3. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Buyer of this without delay and at the same time notify the Buyer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the Buyer. A case of non-availability of the performance in this sense shall be deemed to be in particular the non-timely self-delivery by our supplier if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case.
4. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the buyer is required.
5. If the customer is in default of acceptance or culpably violates other duties 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 assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
6. Further legal claims and rights of the purchaser due to a delay in delivery remain unaffected.

VI. Transfer of risk during shipment

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

VII. Retention of title

1. We retain title to the delivered item until full payment of all claims arising from the delivery contract.



This shall also apply to all future deliveries, even if we do not always expressly refer to this. We shall be entitled to reclaim the object of sale if the customer acts in breach of contract.

2. As long as ownership has not yet passed to him, the purchaser is obliged to treat the object of sale with care. In particular, he is obliged to insure it adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the Purchaser shall carry this out in good time at its 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 interventions by third parties. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the loss incurred by us.
3. The customer shall be entitled to resell the goods subject to retention of title in the normal course of business. The Purchaser hereby assigns to us the claims against the customer arising from the resale of the goods subject to retention of title in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the purchased goods have been resold without or after processing. The customer shall remain authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we shall not collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.
4. The processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. In this case, the purchaser's expectant right to the object of sale shall continue to apply to the transformed object. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the item of the customer is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a pro rata basis and shall keep the sole ownership or co-ownership thus created in safe custody for us. To secure our claims against the purchaser, the purchaser also assigns to us such claims against a third party as accrue to him through the combination of the reserved goods with a property; we accept this assignment already now.
5. We undertake to release the securities to which we are entitled at the request of the purchaser insofar as their value exceeds the claims to be secured by more than 20%.

VIII. Warranty and notice of defects as well as recourse/manufacturer recourse

1. Warranty rights of the Purchaser require that the Purchaser has duly complied with its obligations to inspect the goods and to give notice of defects pursuant to Section 377 of the German Commercial Code (HGB).
2. claims for defects shall become statute-barred 12 months after delivery of the goods supplied by us to our customer. The statutory limitation period shall apply to claims for damages in the event of intent and gross negligence as well as in the event of injury to life, body and health which are based on an intentional or negligent breach of duty by the user. (Note: in the case of the sale of used goods, the warranty period may be excluded entirely, with the exception of the claims for damages mentioned in sentence 2).
3. As far as the law according to section 438 paragraph 1 No. 2 BGB (buildings and things for buildings), section 445 b BGB (right of recourse) and section 634a paragraph 1 BGB (construction



defects) prescribes longer periods, these periods shall apply. Our consent must be obtained prior to any return of the goods.

4. If, despite all due care, the delivered goods show a defect which was already present at the time of the transfer of risk, we shall, at our discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. We shall always be given the opportunity to remedy the defect within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above provision without restriction.
5. If the supplementary performance fails, the customer may - irrespective of any claims for damages - withdraw from the contract or reduce the remuneration.
6. Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of the usability, in the case of natural wear and tear as well as in the case of damage which occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating resources or due to special external influences which are not assumed under the contract. If the Purchaser or third parties carry out improper repair work or modifications, there shall also be no claims for defects for these and the resulting consequences.
7. Claims of the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, including any costs of dismantling and installation, shall be excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a place other than the customer's place of business, unless the transfer is in accordance with their intended use.
8. The purchaser's right of recourse against us shall only exist insofar as the purchaser has not entered into any agreements with its customer that go beyond the legally mandatory claims for defects.

IX. Others

1. This contract and the entire legal relationship between the parties shall be governed by the laws 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 place of business, 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.