General Terms and Conditions from 1st August 2021

1. Scope

1.1 All deliveries of standard hardware (also referred to collectively as "Contract Products") from Scansonic IPT GmbH (hereinafter "Scansonic"), including the corresponding user manual and installation instructions (hereinafter the "Documentation"), and exclusively according to the following conditions to the exclusion of any contrary terms and conditions from the customer.

1.2 The written order confirmation issued by Scansonic is the single determining factor for Scansonic's delivery obligations.

1.3 Scansonic reserves the right during the delivery time to make design or model changes that stem from technology improvements or legal requirements as long as the Contract Products are not substantially changed and the changes for the customers are reasonable.

1.4 The customer alone is responsible for selecting the Contract Products that best corresponds to the customer's requirements.

1.5 The terms and conditions apply only to merchants, legal entities under public law or special government-owned funds under public law.

2. Delivery and transfer of risk

2.1 Delivery dates or delivery deadlines are only binding if they have been confirmed as such by Scansonic in writing.

2.2 Compliance with the delivery dates and delivery deadlines assumes that the customer has fulfilled all his obligations (such as providing the necessary legal certifications or approvals, or depositing the required funds).

2.3 The delivery dates or delivery deadlines may be extended in the event of labour disputes, strikes, lockouts and unforeseen obstacles that are beyond the control of Scansonic (such as interruptions in operations or delays in the delivery of essential materials) as long as it can be proven that such obstacles have had a considerable influence on the delivery of the Contract Products. This also applies when such obstacles arise at our sub-suppliers. The delivery deadline is extended by the duration of such measures and obstacles.

2.4 All deliveries are ex works from the Scansonic site.

2.5 The customer is obliged to inspect the delivered Contract Products immediately for shipping damage and for other external defects, and to gather the appropriate evidence of such damage. Complaints from the customer must be made immediately (within 6 days after receipt by the customer) in written form to Scansonic.

2.6 Scansonic is entitled to make partial deliveries as long as they are reasonable for the customer.

2.7 Risk is transferred to the customer when the Contract Products are sent to the customer at the latest. This also includes partial deliveries or if Scansonic has taken on additional deliveries or other services or improvements. If shipment is delayed due to circumstances out of Scansonic's control, the risk is transferred to the customer on the date that the delivery is ready.

3. Price and payment conditions

3.1 As long as there is no other written agreement, the prices for the services provided by Scansonic are based on Scansonic's current general price list. Unless otherwise agreed in writing, all prices are net prices that do not include packaging, delivery, freight, sales tax, customs duties, etc.

3.2 All payments are due immediately upon delivery, unless another agreement has been reached.

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The customer is in default of payment within 30 days after the due date if no payment has been made.

3.3 Payments made by cheque or bank note are not considered to fulfil the obligation to pay.

3.4 In the event of a payment default, an interest at a rate 10% above the base rate, or at least 9% per annum, will be owed. We reserve the right to claim further damages and interest.

3.5 If the customer's contractual obligations to Scansonic after not fulfilled, then Scansonic may suspend additional benefits, in whole or in part, and demand immediate cash payment of their overdue receivables or appropriate collateral. If the financial situation of the customer deteriorates, then Scansonic is entitled to perform other services only after advance payment or collateral has been offered.

3.6 Only undisputed or legally valid counter claims entitle the customer to reduce or withhold payment.

3.7 Price changes are permitted if the time between close of contract and the agreed delivery date is more than four months. If the wages, material costs or market unit prices increase before the completion of the delivery, then Scansonic may increase the price in line with these cost increases. The customer is entitled to withdraw only if the price increase substantially exceeds the increase in the general cost of living between the time of the order and the delivery.

4. Retention of title

4.1 Scansonic retains title to the delivered Contract Products (hereinafter "Reserved Goods"), including any documentation, until all claims against the customer have been fully settled for the contract in question.

4.2 Scansonic reserves all rights to use all contractual computer programs and other protected materials until the claim from the underlying delivery contract is completely settled. Until full payment is made, Scansonic confers only a simple, non-transferable right of use for testing purposes, which may be revoked at any time after the payment deadline.

4.3 In the event of breach of contract by the customer – especially in the even of late payment – Scansonic is entitled to take back the Reserved Goods at the customer's expense. The contract is not cancelled if Scansonic takes back these Reserved Goods. Scansonic is entitled to sell the Reserved Goods and to credit the proceeds (after deduction of reasonable costs) towards their outstanding claims.

4.4 The customer shall treat the Reserved Goods with due care and diligence, and protect them from any damages or destruction.

4.5 The customer is entitled to resell the Reserved Goods in the ordinary course of business. However, in so doing, the customer relinquishes all claims to Scansonic equivalent to the purchase price agreed between Scansonic and the customer (including VAT), which accrue to the customer upon resale (regardless of whether the Reserved Goods have been sold in a processed or connected state).

4.6 The customer is authorised to collect the debt claims from the resale even after the relinquishment. Scansonic right to collect the debt claims ourselves remains unaffected. However, Scansonic undertakes not to collect the debt claims as long as the customer fulfils his payment obligations arising from the resale proceeds properly, and has not defaulted on payment or ceased making payments. Otherwise Scansonic can require that the customer disclose the assigned debt claims and their debtors, provide all information necessary for collection, turn over the relevant documents, and inform the debtors (third parties) of the assignment.

4.7 Any processing or alteration of the Reserved Goods carried out by the customer is always done on Scansonic's behalf. If the Reserved Goods are processed together with other objects not belonging to Scansonic, then Scansonic shall acquire the co-ownership of the new object in the proportion of the value of the Reserved Goods to the other processed objects at the time of processing.

4.8 If the Reserved Goods are merged inextricably with other objects not belonging to Scansonic, then Scansonic shall acquire the co-ownership of the

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new object in the proportion of the value of the Reserved Goods to the other merged objects. The customer shall hold the joint ownership on behalf of Scansonic.

4.9 The customer may neither pledge the Reserved Goods nor offer them as security. In case of seizure, confiscation or other access by third parties, the customer must inform Scansonic immediately and provide all available information and documents necessary for safeguarding the rights of Scansonic. Third parties must be notified of the property claim that Scansonic has on the Reserved Goods.

4.10 Should the value of the securities owed to us exceed the debt claims by more than 20%, then Scansonic is obliged to release these securities at the request of the customer.

5. Warranty rights

5.1 According to the current state of technology, it is not possible to exclude the possibility of defects in the Contract Products. Warranty claims are therefore excluded when such a defect has no major effect on the intended usage or in absence of an agreement on the common use of the Contract Products.

5.2 The limitation period for claims by the customer due to defects of the Contract Products is twelve months, beginning with the delivery of the Contract Products.

5.3 In the event of a defect in the Contract Products, the customer shall initially grant Scansonic the opportunity to remedy the problem free of charge. At the discretion of Scansonic, such a remedy may be the delivery of a non-defective replacement product, or (as long as the contractual use of the Contract Products is not significantly influenced by this) it may consist of a temporary or permanent work-around.

5.4 If, after two attempts within a reasonable time, the remedy remains unsuccessful, the customer may, after providing written notice and a grace period, reduce the compensation or rescind the contract.

5.5 The warranty rights no longer exist if the customer has used the Contract Products in breach of contract, or has changed or extended the contract software, unless the customer proves that such use, modification or extension is not the cause of the reported defect.

5.6 When localising defects in the Contract Products, the customer is obliged to cooperate in accordance with the corresponding delivered documentation, especially by providing a specific and reproducible description of the errors and defects.

5.7 A pre-requisite for maintaining a warranty claim is that the customer must comply punctually with his examination and complaint obligations pursuant to § 377 HGB of German law.

6. Liability and damages

6.1 When Scansonic is liable for culpable violation of cardinal obligations, then the liability is limited to those damages that were typically predictable under the circumstances known at the time of conclusion of the contract. Normally, foreseeable damages are not in excess of € 50,000.00. The same applies to the liability of employees and agents of Scansonic in such cases.

6.2 In the event of other legal violations, Scansonic is only liable for gross negligence or wilful misconduct, whereby the liability is limited (with the exception of intent) for such damages which Scansonic could have reasonably foreseen at the time of conclusion of contract according to the circumstances, to an amount not normally in excess of € 500,000.00.

6.3 Scansonic is not liable for indirect or consequential damages and lost profits.

6.4 The customer is obliged to take reasonable precautions to protect against data loss. Notwithstanding the other provisions of this section (6), Scansonic is liable, in the event of data loss, only for the cost or the efforts in restoring the data from a proper backup.

6.5 The liability under the Product Liability Act remains unaffected, as does the liability for guarantees, in the event of fraudulent misrepresentation, injury or death.

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7. Rights

All property rights and miscellaneous rights (especially copyrights) to the user documentation, samples, cost estimates, drawings, information (of a tangible or intangible nature), and electronic information remain with Scansonic unless expressly stipulated otherwise in these conditions.

8. Prohibition of assignment

The assignment of customer claims against Scansonic, including any damage or warranty claims, is not permitted.

9. Rights of third parties

9.1 Scansonic will defend the customer against all claims by third parties which derive from alleged infringement of patent or copyrights that result from the contractual use of the Contract Products. Scansonic will pay the costs of prosecution, as long as the customer has provided Scansonic with prompt written notification of the alleged violation of property rights and allows Scansonic to carry out all defensive steps, including any settlement negotiations.

9.2 The customer is not entitled to enforce a right to withhold services in accordance with section 9.1, when the violation of rights is based on a modification of the Contract Products or on the combination with other products carried out by the customer.

9.3 Unless otherwise specified in this section, the provisions of sections 5 and 6 shall apply accordingly.

10. Secrecy

The contractual parties are obliged to keep permanently confidential all information accessed as part of the contract that is designated as confidential or recognizable as business secrets for other reasons. Such information may not be recorded nor transmitted to third parties in any way unless necessary to achieve the purpose of this contract.

11. Miscellaneous

11.1 These conditions will remain binding even if other individual provisions included in other sections are not legally valid. Invalid conditions shall be replaced by provisions which come as close as possible to achieving the same function.

11.2 Amendments or additions to these conditions must be made in written form in order to be valid. This requirement for written changes can only be waived by written agreement of both parties.

11.3 This agreement shall be exclusively governed by the laws of the Federal Republic of Germany.

11.4 Jurisdiction for all disputes between the parties is the local seat of Scansonic and competent court. This notwithstanding, Scansonic reserves the right to initiate legal proceedings at the customer's court of general jurisdiction

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