

## General Terms and Conditions

### Article I: General Provisions

1. Legal relations between Supplier and Purchaser in connection with supplies and/or services of the Supplier (hereinafter referred to as "Supplies") shall be solely governed by the present GL. The Purchaser's general terms and conditions shall apply only if expressly accepted by the Supplier in writing. The scope of delivery shall be determined by the congruent mutual written declarations.
2. Different conditions of the customer are ineffective, even if we do not expressly contradict it. They only apply if we accept them in writing in individual cases. Verbal information and promises, brochures and advertising statements of any kind, in particular descriptions, illustrations, drawings, samples and quality information, dimensions and quality information, as well as weights of the contract goods are not legally binding.
3. The Supplier herewith reserves any industrial property rights and/or copyrights and rights of use pertaining to its cost estimates, drawings and other documents. The Documents shall not be made accessible to third parties without the Supplier's prior consent and shall, upon request, be returned without undue delay to the Supplier if the contract is not awarded to the Supplier.

### Article II: Prices and Payment Terms

1. Prices are ex works and excluding packaging; value added tax shall be added at the applicable rate.
2. If the Supplier is also responsible for assembly or erection and unless otherwise agreed, the Purchaser shall pay the agreed remuneration and any incidental costs required, e. g. for traveling and transport as well as allowances.
3. Payment Term, if not other agreed, is always Cash on Delivery (COD).
4. In the event of late payment, we will send a maximum of two reminders. A fee of 25\$ will be charged for the second reminder. If payment is not received, enforcement measures are initiated. In addition, late payment interest of 5% percent will be charged for late payment. Claims for damages remain reserved.
5. It is not permitted to withhold or reduce payments due to complaints, claims or counterclaims of the customer that are not recognized by the supplier.

### Article III: Retention of Title

1. The items pertaining to the Supplies ("Retained Goods") shall remain the Supplier's property until each and every claim the Supplier has against the Purchaser on account of the business relationship has been fulfilled.
2. For the duration of the retention of title, the Purchaser may not pledge the Retained Goods or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment.
3. Should Purchaser resell Retained Goods, it assigns to the Supplier, already today, all claims it will have against its customers out of the resale, including any collateral rights and all balance claims, as security, without any subsequent declarations to this effect being necessary. If the Retained Goods are sold on together with other items and no individual price has been agreed with respect to the Retained Goods, Purchaser shall assign to the Supplier such fraction of the total price claim as is attributable to the price of the Retained Goods invoiced by Supplier.

### Article IV: Time for Supplies and Delay

1. Times set for Supplies shall only be binding if all Documents to be furnished by the Purchaser, necessary permits and approvals, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Purchaser are fulfilled. If these conditions are not fulfilled in time, times set shall be extended reasonably; this shall not apply if the Supplier is responsible for the delay.
2. If non-observance of the times set is due to:
  - a. force majeure, such as mobilization, war, terror attacks, rebellion or similar events (e. g. strike or lockout);
  - b. virus attacks or other attacks on the Supplier's IT systems occurring despite protective measures were in place that complied with the principles of proper care;
  - c. hindrances attributable to German, US or otherwise applicable national, EU or international rules of foreign trade law or to other circumstances for which Supplier is not responsible; or

d. the fact that Supplier does not receive its own supplies in due time or in due form such times shall be extended accordingly.

3. If dispatch or delivery, due to Purchaser's request, is delayed by more than one month after notification of the readiness for dispatch was given, the Purchaser may be charged, for every additional month commenced, storage costs of 0.5 % of the price of the items of the Supplies, but in no case more than a total of 5 %. The parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.
4. Partial deliveries are allowed, unless they are unreasonable to accept for the Purchaser.

### Article V: Assembly and Erection

Unless otherwise agreed in written form, assembly and erection shall be subject to the following provisions:

1. Purchaser shall provide at its own expense and in due time:
  - a. all earth and construction work and other ancillary work outside the Supplier's scope, including the necessary skilled and unskilled labor, construction materials and tools;
  - b. the equipment and materials necessary for assembly and commissioning such as scaffolds, lifting equipment and other devices as well as fuels and lubricants;
  - c. energy and water at the point of use including connections, heating and lighting;
  - d. suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the erection personnel, including sanitary facilities as are appropriate in the specific circumstances; furthermore, the Purchaser shall take all measures it would take for the protection of its own possessions to protect the possessions of the Supplier and of the erection personnel at the site;
  - e. protective clothing and protective devices needed due to particular conditions prevailing on the specific site.
2. Before the erection work starts, the Purchaser shall unsolicited make available any information required concerning the location of concealed electric power, gas and water lines or of similar installations as well as the necessary structural data.
3. Prior to assembly or erection, the materials and equipment necessary for the work to start must be available on the site of assembly or erection and any preparatory work must have advanced to such a degree that assembly or erection can be started as agreed and carried out without interruption. Access roads and the site of assembly or erection must be level and clear.
4. If assembly, erection or commissioning is delayed due to circumstances for which the Supplier is not responsible, the Purchaser shall bear the reasonable costs incurred for idle times and any additional traveling expenditure of the Supplier or the erection personnel.
5. The Purchaser shall attest to the hours worked by the erection personnel towards the Supplier at weekly intervals and the Purchaser shall immediately confirm in written form if assembly, erection or commissioning has been completed.
6. If, after completion, the Supplier demands acceptance of the Supplies, the Purchaser shall comply therewith within a period of two weeks. The same consequences as upon acceptance arise if and when the Purchaser lets the two weeks period expire or the Supplies are put to use after completion of agreed test phases, if any.

### Article VI: Warranty, Defects as to Quality

1. The warranty period is 12 months from the delivery date of the goods. The warranty is applicable to the products supplied by Eetarp. The warranty does not cover:
  - parts subject to normal wear
  - parts damaged for improper usage
  - parts damaged for inattentive and/or careless treatment
  - parts damaged for improper assembly
  - parts damaged for excessive stress imposed to materials
  - parts damaged for negligence in the maintenance operations
  - parts damaged for circumstances not subject to the Eetarp's control
2. The Supplier shall be liable for defects as to quality as follows: Defective parts or defective services shall be, at the Supplier's discretion, repaired, replaced or provided again free of charge, provided that the reason for the Defect had already existed at the time when the risk passed.

## General Terms and Conditions

3. Claims for repair or replacement are subject to a statute of limitations of 12 months calculated from the start of the statutory statute of limitations; the same shall apply mutatis mutandis in the case of rescission and reduction. This shall not apply:
  - a. in the case of intent,
  - b. in the case of fraudulent concealment of the Defect or –
  - c. non-compliance with guaranteed characteristic
4. Notifications of Defect by the Purchaser shall be given in written form without undue delay. The Buyer shall inspect goods within five (5) business days of receipt of title thereto, and where Buyer fails to inspect the goods within that time, or having inspected the goods within that time, or having inspected any goods, fails to notify Seller of any deficiency or defect within 30 business days of transfer of title to the Buyer, Buyer shall be deemed to have inspected and approved the goods and shall have no claim for damages or other compensation in respect of any damage to or discrepancy in the goods supplied.
5. The Purchaser shall have no claim for damages based on Defects. This shall not apply to the extent that a Defect has been fraudulently concealed, the guaranteed characteristics are not complied with, in the case of loss of life, bodily injury or damage to health, and/or intentionally or grossly negligent breach of contract on the part of the Supplier. The above provisions do not imply a change in the burden of proof to the detriment of the Purchaser. Any other or additional claims of the Purchaser, like Incidental, Indirect or Consequential loss, Expense, Damage, Loss of profit, or any other loss based on a Defect, are excluded. Transport costs of damaged and subsequently repaired goods (import duties and taxes too) will be charged to the customer.
6. The Purchaser shall not refuse to receive Supplies due to minor defects.

### Article VII: Quotations, Order Confirmations and Order Cancellation

1. Quotations issued by Eetarp, comprising the description, technical features and prices of the goods shall not be considered as a binding sales agreement in any case, but rather a quotation. Any errors or omissions in the quotation documents or other related documentation maybe amended without Eetarp occurring any liability for damages or compensation in relation to such errors or omissions.
2. The conditions specified in the mentioned quotation shall lose all validity and effect after fifteen days (unless agreed otherwise) from the date they are forwarded to the Customer, unless the Seller receives a purchase order from the Customer in the meantime.
3. No order submitted by the Buyer shall be considered to be accepted by the Seller unless and until confirmed in writing by an authorized representative of the latter.
4. The Seller reserves the right to accept or decline any purchase order at its sole discretion.
5. After orders are entered for manufacturing, changes or cancellations cannot be accepted without Eetarp's written permission.
6. In case of cancellations, or changes to the placed order (pre-delivery) we reserve the right to charge a fee of up to 100% of the purchase order, depending on the progress.

### Article VIII: Return of Materials

1. The return of defective goods will only be accepted if it has been agreed and approved in writing by Eetarp via PNR-Form (Product Non-Conformity Report) and if the following conditions are met:
  - indication of the purchase date and the PNR (Product Non-Conformity Report) form with support case number
  - carriage (to and from the Eetarp's premises) at the Buyer's expense
2. The return of non-defective goods will only be accepted within the first 20 working days (one month), if it has been agreed and approved in writing by Eetarp, and if the following conditions are met:
  - original packing (including label) & protection to the devices
  - no visible damage and no wear and tear
  - carriage (to and from the Eetarp's premises) at the Buyer's expense
  - we reserve the right to charge a handling and processing fee of 20% of the purchase price
  - Special and/or custom designed products are not changeable, cancelable, or returnable

- In accordance to the Resource Sustainable Act (RSA) we offer a free one-to-one take-back (of a product bought from Eetarp of the same class or type as supplied) for disposal of the following products:
  - Printers
  - Computer/Laptops
  - Routers/Modems/network hubs/switches
  - Servers

### Article IX: Conditional Performance

1. The performance of this contract is conditional upon that no hindrances attributable to German, US or otherwise applicable national, EU or international rules of foreign trade law or any embargos or other sanctions exist.
2. The Purchaser shall provide any information and Documents required for export, transport and import purposes.

### Article X: Venue and Applicable law

If the Purchaser is a businessman, sole venue for all disputes arising directly or indirectly out of the contract shall be the Supplier's place of business. However, the Supplier may also bring an action at the Purchaser's place of business.

### Article XI: Severability Clause

The legal invalidity of one or more provisions of this Agreement in no way affects the validity of the remaining provisions. This shall not apply if it would be unreasonably onerous for one of the parties to be obligated to continue the contract.

### Article XII: No deliveries to Russian Federation

1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or under the scope of any other EU regulation that prohibits the (re-)export of the goods sold to Buyer to the Russian Federation. The Purchaser shall provide any information and Documents required for export, transport and import purposes.
2. The buyer shall undertake its best efforts to ensure that the purpose of Article XII, point 1. is not frustrated by any third parties further down the commercial chain, including by possible resellers.
3. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible re-sellers, that would frustrate the purpose of Article XII, point 1.
4. Any violation of Article XII, point 1. to 3. shall constitute a material breach of an essential element of this Agreement, and Bender shall be entitled to seek appropriate remedies, including, but not limited to:
  - (a) termination of this Agreement; and
  - (b) a penalty of 5% of the total value of this Agreement or price of the goods sold, exported, or re-exported whichever is higher
5. The Buyer shall immediately inform Eetarp about any problems in applying Article XII, point 1. to 3., including any relevant activities by third parties that could frustrate the purpose of Article XII, point 1. The Buyer shall make available to Eetarp information concerning compliance with the obligations under Article XII, point 1. to 3. within two weeks of the simple request of such information.