

General Terms and Conditions of Possehl Online Solutions GmbH

A. General provisions

§ 1 Area of application

- (1) All supplies and services of Possehl Online Solutions GmbH, Alois-Senefelder-Allee 1, 86153 Augsburg, Germany (hereinafter referred to as the "Provider") to its customers shall be made exclusively on the basis of the following General Terms and Conditions in the version valid at the time of the order. Unless expressly agreed in writing, deviating terms and conditions shall not apply.
- (2) Within the meaning of these Terms and Conditions, the customer can only be an entrepreneur (hereinafter referred to as the "Client"). For the purposes of the Terms and Conditions, entrepreneurs are natural or legal persons or partnerships with legal personality who or which, when concluding a legal transaction with the Provider, act in exercise of their trade, business or profession.
- (3) Offers made by the Provider are always subject to change and non-binding, unless they are marked as binding offers.

§ 2 Remuneration

- (1) The remuneration specified in the offer shall be due for the services of the Provider. If no remuneration is stated in the offer, the Provider's price lists shall apply.
- (2) All price quotations and agreements are in euros and do not include the statutory value added tax applicable at the time the service is provided.
- (3) The Client undertakes to pay the agreed remuneration in advance within 10 working days from the date of the invoice to the account specified by the Provider.

§ 3 Force majeure

- (1) The Provider shall be released from the obligation to perform under this contract if and to the extent that the non-performance of services is due to the occurrence of circumstances of force majeure after the conclusion of the contract.
- (2) Circumstances of force majeure include, for example, war, strikes, riots, expropriations, major changes in the law, storms, floods, pandemics and other natural disasters as well as other circumstances for which the Provider is not responsible. In particular, water ingress, power outages and interruptions or destruction of data-carrying lines or infrastructure are included.
- (3) Each Party shall immediately notify the other Party in text form of any occurrence of an event of force majeure.

§ 4 Warranty

If services under a contract for work and services are agreed, the warranty shall be governed by the following provisions:

- (1) The Provider warrants that the work products provided by the Provider under the agreement are free from third-party intellectual property rights and that, to the knowledge of the Provider, no other rights exist which restrict or exclude use in accordance with the contract. The Provider shall indemnify the Client against

all possible claims by third parties in this respect.

- (2) If contractual use is impaired by the property rights of third parties, the Client must inform the Provider of this immediately after becoming aware of it. In this case, the Provider has the right, to an extent reasonable for the Client and in consultation with the Client, to either modify the contractual services in such a way that they fall outside the scope of the protected property rights but nevertheless comply with the contractual provisions, or to obtain authorisation for use of them without restriction and without additional costs for the Client in accordance with the contract.
- (3) The Provider does not guarantee that the work products created will retain their contractually agreed suitability in the event of general changes in technology (e.g. browsers, server technology, plug-ins, operating systems, W3C standards, online access, etc.) even under the changed circumstances. There is no entitlement to subsequent adjustment.
- (4) Insofar as this is possible and reasonable for the Client with regard to the effects of the defect, the Provider may provide the Client with an interim solution to circumvent the defect (workaround) until the defect is finally remedied.
- (5) The warranty claim shall lapse insofar as the Client modifies work products itself or has them modified by third parties without the consent of the Provider, unless the Client proves that the defects still in question were not caused by the modifications made by it or the third party or by the failure to maintain/update the work products. The Client's right of self-remedy (Article 536a (2) of the German Civil Code (Bürgerliches Gesetzbuch, BGB)) is excluded.
- (6) The warranty period is 1 year and begins upon the acceptance of the work results. Longer statutory limitation periods for liability and warranty claims remain unaffected.

§ 5 Liability

- (1) In the event of intent or gross negligence, the Provider shall be liable without limitation for all damage caused by the Provider and its legal representatives or agents.
- (2) In all other respects, the Provider shall only be liable insofar as it has breached a material contractual obligation (major obligation). In these cases, liability is limited to compensation for the foreseeable damage typical for the contract.
- (3) The above limitations of liability do not apply in the case of injury to life, body or health. In these cases, the Provider shall be liable without limitation.
- (4) Liability in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

§ 6 Place of performance

The Provider shall provide its services at its own business premises or at a location of its choice. If the Parties agree on a place of performance that differs from the Provider's registered office, the Client shall pay additional travel expenses. The amount of the costs shall be based on the Provider's offer.

§ 7 Non-solicitation agreement

The Client undertakes not to poach any employees from the Provider or hire any of the Provider's employees without the Provider's consent for the duration of the Parties' cooperation and for a period of one year thereafter. For each case of culpable infringement, the Client undertakes to pay a contractual penalty, the amount of which shall be determined by the Provider and reviewed by the competent court in the event of a dispute.

§ 8 Naming as a reference

The Client agrees to be named as a reference on the Provider's websites. For this purpose, the Client grants the Provider a right of use, unlimited in terms of time and territory, over the trademarks and company logos for the purpose of being named as a reference.

§ 9 Applicable law, place of jurisdiction

These Terms and Conditions shall be governed by German law excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for disputes arising from this contract is D-86153 Augsburg.

§ 10 Miscellaneous

- (1) No verbal ancillary agreements have been made. Amendments, supplements and additions to this contract shall only be valid if agreed between the Parties in writing. This also applies to the amendment of this contractual provision.
- (2) In the event that individual provisions of this contract are or become invalid, then this shall not affect the validity of the contract in its entirety. The Parties are obliged to replace the invalid provision with a valid provision which corresponds to the economic purpose of the invalid provision as closely as possible. The same shall apply in case of loopholes.

B. Special provisions for the creation of Content and Design

§ 1 Subject matter of the Services

- (1) The terms and conditions of the following section apply to all services provided by the Provider in relation to the creation of content, text and editorial preparation ("Content") as well as the creation of advertising banners and graphics ("Design").
- (2) The placement of the website on the World Wide Web and the retrievability of the website via the Internet, in particular the provision of storage space for the website (hosting) and the procurement of an Internet domain as well as the provision of access to the Internet (provision of access), are not part of the Client's performance obligations.

§ 2 Conceptual design

- (1) For the creation of the service, the Provider shall first develop a concept for the Design ("Concept") and implement the service on the basis of the Concept.

- (2) As soon as the Provider has created a Concept, the Client shall accept the Concept by means of a declaration in text form.

§ 3 Project management

- (1) The Parties shall each appoint a project manager and a deputy immediately after the conclusion of the contract. The project manager and the deputy project manager shall be the exclusive contacts for the other Party for all matters concerning the project. The Parties warrant that the project manager and the deputy project manager to be appointed by them are fully authorised to take all decisions concerning the project.
- (2) The Parties are free to replace the project managers and the deputy project managers appointed by them with other persons. The contractual partner must be informed of any changes in writing (Article 126b BGB) without delay. When making changes, both Parties shall ensure that there are no disruptions to the project and that newly appointed persons have all the necessary information and expertise to ensure the smooth continuation of the project.

§ 4 Advising the Client

- (1) The Provider undertakes to advise the Client comprehensively on the design options. When providing this advice, the Provider shall take into account which target groups are to be addressed by the content and what the Client's overall purposes are in terms of the content. The Provider shall also inform the Client of the advantages and disadvantages of individual design and functional features as well as of the general knowledge which the Provider has of the habits and needs of Internet users - for example, with regard to loading times and the weighting of texts and graphic elements.
- (2) The Provider is not expected to have industry-specific knowledge. In particular, the Provider is not obliged to acquire specific knowledge of the habits and user behaviour of persons belonging to the target groups by means of surveys, investigations or other means of market research.

§ 5 Design services

- (1) The Provider shall prepare the number of alternative proposals for the graphic design specified in the offer. When doing so, the Provider shall - to the extent desired by the Client - take into account specifications resulting from the Client's Corporate Design.
- (2) Within the framework of the Client's specifications, the Provider shall take into account current findings on habits, trends and developments in the field of web design and general consumer graphics.
- (3) The Provider shall coordinate with the Client the screen resolution and Internet browsers or apps for which the Designs are to be optimised.

§ 6 Client's cooperation obligations

- (1) The Client shall provide the Provider with the content to be included or adapted in Content or Designs.
- (2) The Client shall ensure that content supplied by it complies with the technical requirements, is of sufficient quality and resolution, and does not infringe any third-party property rights.
- (3) The Client is obliged within reasonable limits to cooperate appropriately in the development and production of the content. To the extent

that test runs or approval tests, presentations or other meetings become necessary or expedient, the Client shall assign knowledgeable employees to attend the meetings who are authorised to make all necessary or expedient decisions. Clause 3 of this section remains unaffected.

- (4) Insofar as the Provider provides the Client with proposals, drafts, test versions or similar, the Client shall carry out a quick and careful examination within the bounds of what is reasonable. The Client shall notify the Provider of any complaints and requests for changes without delay.

§ 7 Acceptance

- (1) The Provider shall make the completed services available to the Client. If the service is made available via the Provider's systems, the Provider shall notify the Client of the availability of the services by email.
- (2) The Client shall inspect the services immediately after they have been placed on its account and it shall notify the Provider of any defects at the latest within 1 week of being notified of the availability of the services. After the expiry of this period or if the Client uses the work results, the services shall be deemed to have been accepted.

§ 8 Rights of use

- (1) The Provider grants the Client the exclusive right, unlimited in terms of territory and time, to use the Design services that are the subject matter of the contract.
- (2) However, the granting of rights of use shall only become effective when the Client has paid the remuneration owed to the Provider in full in accordance with Section A (2) of this contract (Article 158 (1) BGB). Prior to payment of the remuneration owed by the Client pursuant to Section A (2) of this contract, all rights of use, with the exception of non-exclusive rights of use for the purposes of testing the website prior to approval, shall remain with the Provider.

C. Special provisions for SEO and SEA

§ 1 Subject matter of the Services

- (1) The subject of this Section C is the services provided by the Provider in the field of search engine optimisation (SEO) and search engine advertising (SEA) in exchange for payment.
- (2) The aim of the SEO services is to ensure that the Client's website, which can be accessed on the Internet, is listed in a higher position than is currently the case when search engine users enter into search engines certain relevant search terms (hereinafter "Keywords") agreed between the Parties. There is no obligation to provide a specific search engine ranking. If a search engine is not explicitly specified, the advice shall refer solely to Google.
- (3) The Client is aware that SEO is an ongoing process and it may take up to 12 months for the first changes to be visible after all changes proposed by the Provider have been implemented. The Client is also aware that search engine ranking is dependent on a variety of factors that are subject to constant change and are not known in detail. Unforeseen changes in the ranking - including a drastic deterioration or complete removal from the index of the respective search engine - cannot be ruled out.

- (4) The Provider shall endeavour to take measures in conformity with the guidelines of the respective search engine. However, the Parties are aware that individual agreed search engine optimisation measures may violate the guidelines of individual search engines and that this does not constitute defective performance by the Provider. This applies in particular if the Client has explicitly approved certain measures by the Provider while aware of the guidelines.

§ 2 Implementation of SEA campaigns

- (1) The Provider shall prepare an analysis of the marketing potential based on the current analysis and tracking figures of the Client's advertising networks which are already in use and develop recommendations for a marketing campaign based on this.
- (2) The Provider shall develop the campaigns and implement them in the marketing channels specified in the offer.
- (3) Once set up, the Provider shall take over the management of the campaign. This may involve making extensions, changes and additions for the purpose of optimisation. The Provider is obliged to make an honest effort to optimise the Campaign. In no case, however, does the Provider owe any specific level of success, a specific change in analysis or sales figures, or a measurable improvement in the performance of the Client's marketing campaigns.

§ 3 Consulting for on-page measures

- (1) Within the scope of on-page optimisation, the Provider shall advise the Client at its own discretion regarding the page structure and/or the content of the website, its titles, headings, meta data, image descriptions, etc., and make recommendations for changes. Depending on the Client's needs, the Provider shall also advise the Client on web analytics tools (e.g. Google Analytics), social media and other subjects related to the website.
- (2) Consultation shall take place at the discretion of the Provider by email, by telephone or in customer meetings (workshops).
- (3) Unless expressly agreed otherwise, the Client shall be responsible for the implementation of the proposals, in particular for any possible recommended modification of the source text of the website.

- (4) In the event of changes to an SEO-relevant parameter, significant changes to search engine algorithms, problems within the framework of the Google Webmaster Tool or a sudden deterioration in the search engine ranking, the Provider shall promptly advise the Client within the term of the contract on the subsequent course of action, propose options for remedial measures and support the Client in the implementation of those measures to the best of its ability.

§ 4 Off-page services

- (1) The Provider shall check whether the quantity and/or quality of the website's linking (backlinks) can be improved and make appropriate recommendations (off-page optimisation).
- (2) After consultation with the Client, the Provider shall endeavour to increase the current number and/or quality of backlinks. A certain number or quality of backlinks is not owed. Insofar as the Parties expressly agree, off-page optimisation

shall also include the reservation of links from third party Internet sites against payment.

- (3) Details of the agreed off-page optimisation, in particular with regard to the types of external links, remuneration for link purchases, etc., shall be determined by mutual agreement between the Parties.
- (4) Section C (3)(4) shall apply accordingly where appropriate.

§ 5 Checks, reporting and communication

- (1) The Provider shall provide the Client with a monthly report ("Report") showing the current ranking of the website in the search engines covered by the contract and the number of backlinks.
- (2) The Provider shall examine SEO-relevant parameters (especially the listing on Google) for relevant changes as part of a daily automated check. If the Provider detects significant changes in the parameters checked, it shall inform the Client thereof.
- (3) If the Client has provided the Provider with corresponding access data, the Provider shall check the data in Google Webmaster Tools once a month for any need for action and inform the Client of this in a timely manner and to an appropriate extent.
- (4) For communication (in particular recording of tasks, comment function, etc.) between the Parties, the Provider shall provide the Client with access to a collaboration tool. The Parties agree to communicate primarily through this channel.

§ 6 Obligations of the Client

- (1) The Client shall appoint a contact person for the Provider who is authorised and able to make all pending decisions within the framework of this contractual relationship and to communicate those decisions to the Provider.
- (2) The Client shall support the Provider in the selection of Keywords to the best of its ability and, in particular, provide comprehensive information on the target group of the websites and possible search terms. The Client is solely responsible for the selection of Keywords. This includes in particular the duty to check Keywords proposed by the Provider for their permissibility. If the Client does not object to Keywords proposed by the Provider in writing within 3 working days, these shall be deemed to have been approved.
- (3) Insofar as the Client commissions the Provider to implement on-page optimisation measures, the Client shall back up its data prior to the commencement of the programming work and check the functionality of its website upon completion before the updated version is placed online. In addition, the Client shall also back up its other data, in particular its user data, at regular intervals, and at least daily.
- (4) The Client shall support the Provider in the implementation of all marketing activities and provide the Provider with all information and data important for the planning and implementation of the marketing campaigns in a timely manner.
- (5) The Client shall provide the Provider with existing analysis data and, if necessary, set up access to existing accounts of the advertising networks used.

§ 7 Indemnity

- (1) The Parties shall immediately report to each other in writing any legal disputes regarding search engine optimisation measures in connection with this contract and any progress in those proceedings and agree with each other on how to proceed.
- (2) The Client shall indemnify the Provider in the event of claims being made on the grounds of alleged or actual infringements of rights and/or infringements of third-party rights through the selection of Keywords and/or on the basis of website content against all third party claims arising therefrom, and undertakes to reimburse all possible costs incurred by the Provider as a result of third-party claims. Recoverable costs shall include, in particular, the costs of reasonable legal prosecution and defence which the Provider should incur.

§ 8 Rights of use

The Provider reserves all copyrights to the Concepts, programming work and other work results created by it. The Client shall be granted a non-exclusive right of use with regard to the work results created for it. This includes a right to edit.

§ 9 Warranty

The Provider shall only act in an advisory and supportive capacity. The statutory provisions shall apply to the warranty in other respects, whereby claims of the Client against the Provider due to poor performance or defects in the execution of the services shall become statute-barred six months after the claim arises and knowledge or grossly negligent or wilful lack of knowledge of the circumstances giving rise to the claim.

D. Online marketing consulting

§ 1 Subject matter of the Services

- (1) The object of this Section D is the provision of consulting services by the Provider to the Client for the purpose of providing advice and support in the area of online marketing.
- (2) The service is provided on the basis of a service contract within the meaning of Articles 611 et seq. BGB. Services under a contract for work and services are not the subject of this contract. The contractor shall not owe any success beyond the provision of the services.
- (3) The services represent general recommendations and assessments. Under no circumstances does the Provider guarantee or warrant any certain level of success through consultations.

§ 2 The Provider's services

- (1) The Provider shall support the Client in projects in the online marketing sector, such as strategy development for social media presences or email marketing methods. Support is provided through consulting services provided by the Provider, which can take the form of advisory sessions, workshops or advisory support for the project. The details of the services to be provided by the Provider shall be given in the offer.
- (2) The Provider shall provide the services within its normal business hours. Outside these times, services will only be provided if this has been expressly agreed.
- (3) The Provider shall provide the services in a professional manner, with care, applying the generally recognised rules of technology at the

time the services are provided, and in compliance with the requirements set out in the offer.

- (4) Unless explicitly agreed otherwise, the Provider is not obliged to check services or information provided by the Client for completeness or correctness. If the Provider recognises that the services to be provided by it must be modified with regard to facts or requirements that have become known to it in the meantime, the Provider shall inform the Client of this.
- (5) Responsibility for the project and its success remains with the Client.

§ 3 Persons employed

- (1) The Provider is free to choose the persons it employs to provide the services. If the Parties have agreed on the use of specific persons, these shall be stated in the offer.
- (2) The Provider shall ensure that the persons it employs for the provision of services are sufficiently qualified.
- (3) The persons employed by the Provider shall not enter into any employment relationship with the Client and shall not be subject to the Client's authority to issue instructions. The Parties shall take organisational measures to ensure that the persons employed by the Provider in the context of the provision of the services are exclusively subject to the Provider's right of direction and disciplinary authority. This applies in particular insofar as persons employed by the Provider perform the services on the Client's premises. There shall be no integration of the persons employed to provide the service into the Client's organisation.

§ 4 Changes

- (1) If the Client wishes to substantially change or extend the subject matter of the services due to changed or new requirements, it shall express its request for such a change to the Provider. The Provider shall check what effects the desired changes will have, in particular with regard to the estimated efforts and time estimates.
- (2) After reviewing the change request, the Provider shall explain to the Client the effects of the change request on the previous agreements. The submission shall contain either a detailed proposal for the implementation of the change request or information on why the change request cannot be implemented.
- (3) The Provider may refuse to execute a request for a change or extension by the Client if the changes or extensions are not feasible or if the Provider cannot reasonably be expected to execute them within the scope of its operational capacity. If the Provider recognises, based on the check, that the services to be provided cannot be performed, the Provider shall inform the Client accordingly.
- (4) In the event of a positive result of the check, the Parties shall immediately agree on the content of a proposal for the implementation of the change request and document the result.
- (5) If no agreement is reached, the original scope of services shall remain unchanged.
- (6) Any deadlines affected by the change procedure shall be postponed as necessary, taking into account the duration of the check, the duration of the coordination on the change proposal and, if applicable, the duration of the

execution of the change requests plus a reasonable start-up period.

- (7) The Client shall bear the expenses incurred as a result of the change request. This includes in particular the checking of the change request, the preparation of a change proposal and any downtime. The expenses shall be charged according to the Provider's usual remuneration.

§ 5 Reports

- (1) The Provider shall support the Client in the development of reports for the implementation of controlling measures by the Client based on the Client's specifications and objectives.
- (2) If agreed, the Provider shall prepare reports on the basis of its own analyses and make them available to the Client at the interval specified in the offer. The Reports shall be used as a basis for further advisory services.

§ 6 Cooperation, obligations of the Client

- (3) Close cooperation between the Parties is necessary for the provision of services. The Parties shall therefore inform each other of all circumstances within their sphere which may have an effect on the provision of services by the Provider.
- (4) The Parties shall each appoint a responsible person (project manager) who shall be available to the other Party as a contact person in connection with the performance of the services and who shall be authorised to make binding declarations for the respective Party and to receive declarations from the other Party.
- (5) The Client shall provide the required number of its own employees who have the required expertise for the fulfilment of its contractual obligations.

E. E-commerce consulting

§ 1 Subject matter of the Services

- (1) The object of this Section E is the provision of consulting services by the Provider to the Client for the purpose of providing advice and support in the e-commerce sector.
- (4) The service is provided on the basis of a service contract within the meaning of Articles 611 et seq. BGB. Services under a contract for work and services are not the subject of this contract. The contractor shall not owe any success beyond the provision of the services.
- (5) The services represent general recommendations and assessments. Under no circumstances does the Provider guarantee or warrant any certain level of success through consultations.

§ 2 The Provider's services

- (1) The Provider shall support the Client in e-commerce projects, in particular in analyses such as interface, market, product, potential and internationalisation analyses, in strategy developments for digitalisation, internationalisation and alignment of the offer and in topics in the e-commerce sector such as interface optimisations, use of technology, data management, product data preparation processes and migrations.
- (6) The Provider's services shall be provided in the form of consulting by the Provider, which can take place in advisory sessions, workshops or advisory monitoring of the project. The details

of the services to be provided by the Provider shall be given in the offer.

- (7) The Provider shall provide the services within its normal business hours. Outside these times, services will only be provided if this has been expressly agreed.
- (8) The Provider shall provide the services in a professional manner, with care, applying the generally recognised rules of technology at the time the services are provided, and in compliance with the requirements set out in the offer.
- (9) Unless explicitly agreed otherwise, the Provider is not obliged to check services or information provided by the Client for completeness or correctness. If the Provider recognises that the services to be provided by it must be modified with regard to facts or requirements that have become known to it in the meantime, the Provider shall inform the Client of this.

- (10) Responsibility for the project and its success remains with the Client.

§ 3 Persons employed

- (1) The Provider is free to choose the persons it employs to provide the services. If the Parties have agreed on the use of specific persons, these shall be stated in the offer.
- (4) The Provider shall ensure that the persons it employs for the provision of services are sufficiently qualified.
- (5) The persons employed by the Provider shall not enter into any employment relationship with the Client and shall not be subject to the Client's authority to issue instructions. The Parties shall take organisational measures to ensure that the persons employed by the Provider in the context of the provision of the services are exclusively subject to the Provider's right of direction and disciplinary authority. This applies in particular insofar as persons employed by the Provider perform the services on the Client's premises. There shall be no integration of the persons employed to provide the service into the Client's organisation.

§ 4 Changes

- (1) If the Client wishes to substantially change or extend the subject matter of the services due to changed or new requirements, it shall express its request for such a change to the Provider. The Provider shall check what effects the desired changes will have, in particular with regard to the estimated efforts and time estimates.
- (8) After reviewing the change request, the Provider shall explain to the Client the effects of the change request on the previous agreements. The submission shall contain either a detailed proposal for the implementation of the change request or information on why the change request cannot be implemented.
- (9) The Provider may refuse to execute a request for a change or extension by the Client if the changes or extensions are not feasible or if the Provider cannot reasonably be expected to execute them within the scope of its operational capacity. If the Provider recognises, based on the check, that the services to be provided cannot be performed, the Provider shall inform the Client accordingly.
- (10) In the event of a positive result of the check, the Parties shall immediately agree on the

content of a proposal for the implementation of the change request and document the result.

- (11) If no agreement is reached, the original scope of services shall remain unchanged.
- (12) Any deadlines affected by the change procedure shall be postponed as necessary, taking into account the duration of the check, the duration of the coordination on the change proposal and, if applicable, the duration of the execution of the change requests plus a reasonable start-up period.
- (13) The Client shall bear the expenses incurred as a result of the change request. This includes in particular the checking of the change request, the preparation of a change proposal and any downtime. The expenses shall be charged according to the Provider's usual remuneration.

§ 5 Cooperation

- (1) Close cooperation between the Parties is necessary for the provision of services. The Parties shall therefore inform each other of all circumstances within their sphere which may have an effect on the provision of services by the Provider.
- (2) The Parties shall each appoint a responsible person (project manager) who shall be available to the other Party as a contact person in connection with the performance of the services and who shall be authorised to make binding declarations for the respective Party and to receive declarations from the other Party.

§ 6 Obligations of the Client

- (3) The Client shall provide the required number of its own employees who have the required expertise for the fulfilment of its contractual obligations.
- (4) The Client shall provide the Provider with all information and other materials necessary for the provision of the Provider's contractual services. In particular, the Client shall provide the Provider with all information to be included in the analysis or advice.
- (5) The Client shall provide the Provider with all content, such as product data and product images which are necessary for the provision of the Provider's contractual services. In doing so, the Client shall ensure that it has the necessary rights to the content and is authorised to grant the Provider the necessary rights to the content for the provision of the services. If a claim is made against the Provider due to content provided by the Client, the Client shall indemnify the Provider against all third-party claims in this respect and shall bear the costs of the Provider's legal representation.
- (6) The Client shall ensure that the Provider has access to the Client's systems to the extent necessary for the provision of the Provider's services.
- (7) The Client must cooperate as expressly mentioned above at the latest within one week of being requested to do so by the Provider. The Provider shall be entitled to set the Client a reasonable deadline for the performance of further acts of cooperation. In addition, the Client must respond to letters or enquiries from the Provider within 2 working days at the latest.
- (8) All acts of cooperation which the Client is obligated to perform shall be performed by the Client at its own expense.

F. Software development consulting

§ 1 Subject matter of the Services

- (1) The subject of this section F is the external consulting of the Client's software department within the scope of projects.
- (6) The service is provided on the basis of a service contract within the meaning of Articles 611 et seq. BGB. Services under a contract for work and services are not the subject of this contract. The contractor shall not owe any success beyond the provision of the services.
- (7) The services represent general recommendations and assessments. Under no circumstances does the Provider guarantee or warrant any certain level of success through consultations.

§ 2 The Provider's services

- (1) The Provider supports the Client in software projects by advising the Client's development department in the planning, realisation, implementation and execution of software development.
- (11) The Provider's services shall be provided in the form of consulting by the Provider, which can take place in advisory sessions, workshops or advisory monitoring of the project. The details of the services to be provided by the Provider shall be given in the offer.
- (12) The Provider shall provide the services within its normal business hours. Outside these times, services will only be provided if this has been expressly agreed.
- (13) The Provider shall provide the services in a professional manner, with care, applying the generally recognised rules of technology at the time the services are provided, and in compliance with the requirements set out in the offer.
- (14) Unless explicitly agreed otherwise, the Provider is not obliged to check services or information provided by the Client for completeness or correctness. If the Provider recognises that the services to be provided by it must be modified with regard to facts or requirements that have become known to it in the meantime, the Provider shall inform the Client of this.
- (15) Responsibility for the project and its success remains with the Client. In particular, the responsibility for the provision of the programming services remains with the Client.

§ 3 Persons employed

- (1) The Provider is free to choose the persons it employs to provide the services. If the Parties have agreed on the use of specific persons, these shall be stated in the offer.
- (6) The Provider shall ensure that the persons it employs for the provision of services are sufficiently qualified.
- (7) The persons employed by the Provider shall not enter into any employment relationship with the Client and shall not be subject to the Client's authority to issue instructions. The Parties shall take organisational measures to ensure that the persons employed by the Provider in the context of the provision of the services are exclusively subject to the Provider's right of direction and disciplinary authority. This applies in particular insofar as persons employed by the Provider perform the services on the Client's premises. There shall be no integration of the persons employed to

provide the service into the Client's organisation.

§ 4 Changes

- (1) If the Client wishes to substantially change or extend the subject matter of the services due to changed or new requirements, it shall express its request for such a change to the Provider. The Provider shall check what effects the desired changes will have, in particular with regard to the estimated efforts and time estimates.
- (14) After reviewing the change request, the Provider shall explain to the Client the effects of the change request on the previous agreements. The submission shall contain either a detailed proposal for the implementation of the change request or information on why the change request cannot be implemented.
- (15) The Provider may refuse to execute a request for a change or extension by the Client if the changes or extensions are not feasible or if the Provider cannot reasonably be expected to execute them within the scope of its operational capacity. If the Provider recognises, based on the check, that the services to be provided cannot be performed, the Provider shall inform the Client accordingly.
- (16) In the event of a positive result of the check, the Parties shall immediately agree on the content of a proposal for the implementation of the change request and document the result.
- (17) If no agreement is reached, the original scope of services shall remain unchanged.
- (18) Any deadlines affected by the change procedure shall be postponed as necessary, taking into account the duration of the check, the duration of the coordination on the change proposal and, if applicable, the duration of the execution of the change requests plus a reasonable start-up period.
- (19) The Client shall bear the expenses incurred as a result of the change request. This includes in particular the checking of the change request, the preparation of a change proposal and any downtime. The expenses shall be charged according to the Provider's usual remuneration.

§ 5 Cooperation

- (1) Close cooperation between the Parties is necessary for the provision of services. The Parties shall therefore inform each other of all circumstances within their sphere which may have an effect on the provision of services by the Provider.
- (2) The Parties shall each appoint a responsible person (project manager) who shall be available to the other Party as a contact person in connection with the performance of the services and who shall be authorised to make binding declarations for the respective Party and to receive declarations from the other Party.
- (3) If necessary, the Client shall guarantee the Provider and the persons employed by the Provider access to the place of deployment and shall encourage its employees to cooperate with the Provider insofar as this is necessary for the provision of the services.

§ 6 Obligations of the Client

- (1) The Client shall provide the required number of its own employees who have the required

expertise for the fulfilment of its contractual obligations.

- (2) The Client shall provide the Provider with all information and other materials necessary for the provision of the Provider's contractual services. In particular, the Client shall provide the Provider with all information to be included in the analysis or advice.
- (3) The Client shall provide the Provider with all content, such as product data and product images which are necessary for the provision of the Provider's contractual services. In doing so, the Client shall ensure that it has the necessary rights to the content and is authorised to grant the Provider the necessary rights to the content for the provision of the services. If a claim is made against the Provider due to content provided by the Client, the Client shall indemnify the Provider against all third-party claims in this respect and shall bear the costs of the Provider's legal representation.
- (4) The Client shall ensure that the Provider has access to the Client's systems to the extent necessary for the provision of the Provider's services.
- (5) The Client must cooperate as expressly mentioned above at the latest within one week of being requested to do so by the Provider. The Provider shall be entitled to set the Client a reasonable deadline for the performance of further acts of cooperation. In addition, the Client must respond to letters or enquiries from the Provider within 2 working days at the latest.
- (6) All acts of cooperation which the Client is obliged to perform shall be performed by the Client at its own expense.

§ 7 Rights of use

- (1) If, as a result of the Provider's consulting services, the Provider has co-authorship of the work results produced within the scope of the project, the Provider shall grant the Client a non-exclusive right, unlimited in terms of time and territory, to use them as intended. This also includes the exploitation of the work results, as well as the transfer of rights to third parties.
- (2) If the Provider obtains access to or copies of copyrighted works for the provision of the consulting service, the Client shall ensure that it can grant the Provider sufficient rights of use for the provision of the consulting services.
- (3) If a claim is made against the Provider due to an infringement of Section 7 (2), the Client shall indemnify the Provider against all third-party claims in this respect and shall bear the costs of the Provider's legal representation.

G. Project management

§ 1 Subject matter of the Services

- (1) The subject of this Section G is the support of the Client in the performance of management tasks, organisation and technology within the scope of IT projects ("Project Management") which the Client shall carry out with third-party contractors. The Provider shall therefore participate in the IT projects as an external project manager for the Client.
- (2) The service is provided on the basis of a service contract within the meaning of Articles 611 et seq. BGB. Services under a contract for work and services are not the subject of this

contract. The contractor shall not owe any success beyond the provision of the services.

- (3) The provision of programming or development services is not the subject of the Provider's services. The success or progress of the respective project is also not the subject of the Provider's services. These remain the responsibility of the respective contractor. In this respect, the Provider shall only assist the Client in an advisory capacity with monitoring activities.

§ 2 Project preparation

- (1) Before the Provider takes on Project Management tasks, the Client shall define the business case, including the budget, benefits, expected effects, service description, risks, time required and time frame, and planned deadlines.
- (2) The Client shall produce a specification document detailing the requirements for the project. The Client shall classify the requirements according to requirements which, if not fulfilled, would jeopardise the success of the project ("Essentials") and non-essential requirements which, if necessary, may be omitted if they cannot be implemented within the framework of the other project objectives.
- (3) The documents produced under Section 2 (1) and (2) shall be produced in writing and submitted to the Provider. They form the framework and the basis for the Provider's activities within the framework of the respective project.

§ 3 Project implementation

- (1) The Provider shall participate in Project Management for the Client on the basis of the documents drawn up in accordance with Section 2. In doing so, it shall represent the Client's interests in respect of the contractor in accordance with the Client's specifications and shall make an honest effort to work towards the achievement of the objectives and success of the project.
- (2) The Provider shall, together with the contractor, prepare the necessary project documents as defined in the contract between the contractor and the Client.
- (3) The Provider shall participate on behalf of the Client in the coordination and iterations with the respective contractor for the implementation of the project. The Provider shall represent the Client's interests and incorporate them into the project planning and implementation.

§ 4 Reports

- (1) The Provider shall keep the Client informed of developments in the project. For this purpose, the Provider shall regularly inform the Client about the current status of the project.
- (2) Following coordination with the contractor, the Provider shall provide the Client with documentation of the results of that coordination. The Client shall check these without delay and notify the Provider in writing within 72 hours of any discrepancies, errors or requests for changes.
- (3) Documentation on the progress of the project, specifications, work packages and plans prepared by the respective contractor shall be forwarded by the Provider to the Client without delay as soon as the Provider receives them from the contractor. The Client shall then discuss these documents with the Provider in

order to agree on how to proceed with the project.

§ 5 Approval on behalf of the Client

- (1) Insofar as the Client has an obligation to accept individual partial services or the overall service under the contract between the Client and the Contractor, the Provider shall declare this approval on behalf of the Client in accordance with the following provisions.
- (2) If the Provider is provided with a work result or part of a work result by the contractor for acceptance, it shall make this available to the Client. In accordance with its contractual obligation with the contractor, the Client shall immediately carry out the check for defects and notify the Provider of the result of the inspection.
- (3) The Provider shall declare approval to the Contractor if the result of the check pursuant to subsection (2) is positive and the Client gives the Provider the go-ahead to do so.
- (4) The Client shall ensure that any deadlines for approval are met, and shall check and notify the Provider in such a way that ensures any deadlines can be met.

§ 6 Persons employed

- (1) The duties of the Provider are not to be performed personally. Nevertheless, the Provider shall appoint a person who will perform the services of Section G as project manager. The Provider is free to choose this person.
- (2) The Provider shall ensure that the persons it employs for the provision of services are sufficiently qualified.
- (3) The persons employed by the Provider shall not enter into any employment relationship with the Client and shall not be subject to the Client's authority to issue instructions. The Parties shall take organisational measures to ensure that the persons employed by the Provider in the context of the provision of the services are exclusively subject to the Provider's right of direction and disciplinary authority. This applies in particular insofar as persons employed by the Provider perform the services on the Client's premises. There shall be no integration of the persons employed to provide the service into the Client's organisation.

§ 7 Powers of the Provider

- (1) The Parties shall determine the powers of the Provider in advance.
- (2) If the Parties have not reached an agreement on the powers of the Provider, the following provisions shall apply:
 - a) The Provider shall have the authority to make declarations on behalf of the Client to the contractor. In particular, this includes declarations regarding project planning and the progress of the project.
 - b) The Provider may make prioritisations with regards to the contractor in the implementation of the project in accordance with the Client's specifications pursuant to Section 2.
- (3) The Parties shall define risk budgets in advance for predefined purposes, which the Provider may dispose of, if necessary, as part of the Project Management.

§ 8 Cooperation of the Parties

- (1) The Client shall encourage its employees to cooperate with the Provider within the framework of the project and shall ensure that tasks arising for the Client from the project are completed on time and in full.
- (2) For communication (in particular recording of tasks, coordination) between the Parties, the Provider shall provide the Client with access to a collaboration tool.
- (3) The Client shall provide the Provider with all information and documents relevant to the project in full.
- (4) The Client shall fulfil the cooperation obligations defined in Section G in a timely manner. Delays may lead to delays in the project and to additional expenses. The Client is aware that a delay in the performance of its cooperation obligations may result in the failure of the entire project.

H. Software development

§ 1 Subject matter of the Services

- (1) The subject of this Section H is the provision of services in the field of software development and software customisation.
- (2) As a rule, the Provider renders these services exclusively on a service contract basis at cost. The Provider usually employs agile development methods, in which a development is jointly specified, further developed and agreed upon in successive, short iterations according to the Client's rough ideas.
- (3) A binding cost estimate is not possible in agile development, which is why these services are not charged according to fixed prices, but always according to the actual work done. The rough ideas initially expressed by the Client regarding the content of the services (so-called "User Stories") only define a non-binding project framework, as the User Stories are not sufficiently concrete and can also change during agile development. Accordingly, the Provider's offers, as pure cost estimates, are also always subject to change and non-binding. The concrete content of the services is jointly defined in the specifications during development.
- (4) In the course of development, the Parties shall jointly create specifications from the User Stories, which will concretise the subject matter of the services.
- (5) In principle, the Provider is free to choose the working tools and technologies used and may also use open source software and software from third-party providers, provided that the Client can use these as agreed. With regard to the use of open source, Section 4 (6) of this Section shall apply.

- (6) The Provider may use freelancers and subcontractors to provide the services owed.

§ 2 Service provision and changes to the services

- (1) The Provider shall usually provide the Services at its own premises. Deployments to the Client's location shall only take place if they are absolutely necessary.
- (2) For joint coordination in development, the Provider shall provide its own ticket system if required. Requests shall be processed

depending on the receipt and priority of the tickets.

- (3) If the Client wishes to change or extend the subject matter of the services by means of changed or new User Stories, it shall express this change request to the Provider. The Provider shall check what effects the desired change will have, in particular with regard to the estimated efforts and time estimates.
- (4) After reviewing the change request, the Provider shall explain to the Client the effects of the change request. The submission shall contain either a detailed proposal for the implementation of the change request or information on why the change request cannot be implemented.
- (5) The Provider may refuse to execute a request for a change or extension by the Client if the changes or extensions are not feasible or if the Provider cannot reasonably be expected to execute them within the scope of its operational capacity. If the Provider recognises, due to the check, that the services to be provided cannot be performed or may only be performed with a delay, the Provider shall inform the Client accordingly. The Client shall then decide whether the change procedure is to be continued or terminated.
- (6) In the event of a positive result of the check, the Parties shall immediately agree on the content of a proposal for the implementation of the change request and document the result.
- (7) If no agreement is reached or if the change procedure ends for any other reason, the original scope of services shall remain unchanged.
- (8) Any deadlines affected by the change procedure shall be postponed as necessary, taking into account the duration of the check, the duration of the coordination on the change proposal and, if applicable, the duration of the execution of the change requests plus a reasonable start-up period.
- (9) The Client shall bear the expenses incurred as a result of the change request. This includes in particular the checking of the change request, the preparation of a change proposal and any downtime. The expenses shall be charged according to the Provider's usual remuneration.

§ 3 Obligations of the Client

- (1) The Client shall support the Provider in the fulfilment of the contractually owed services. In agile development, close cooperation between the Parties is essential. The Client shall therefore actively participate in particular in the evaluations of completed iterations and the planning and coordination of further iterations. The evaluation of an iteration requires in particular that the Client immediately tests the services in its own environment with its own data. The cooperation obligations shall also include providing the information, documentation and documents from the Client's sphere which are necessary for the performance of the services. This cooperation is one of the Client's principal performance obligations.
- (2) If necessary, the Client shall guarantee the Provider and the persons employed by the Provider access to the place of deployment and shall encourage its employees to cooperate with the Provider insofar as this is necessary for the provision of the services.
- (3) If the Parties have agreed on the provision of the services by way of remote maintenance,

the Client shall create the necessary technical prerequisites for this at its own expense.

- (4) The Client must cooperate as expressly mentioned above at the latest within one week of being requested to do so by the Provider. The Provider shall be entitled to set the Client a reasonable deadline for the performance of further acts of cooperation. In addition, the Client must respond to letters or enquiries from the Provider within 2 working days at the latest.
- (5) The Client shall provide the required number of its own employees who have the required expertise for the fulfilment of its contractual obligations.
- (6) The Client is aware that, in case of doubt due to a breach or delay of the cooperation obligations, the Provider will not be able to provide the services as agreed. In particular, this can lead to quality losses, delays or additional expenditure.
- (7) All acts of cooperation which the Client is obligated to perform shall be performed by the Client at its own expense.
- (8) The Provider is entitled to terminate a contract for cause if the Client seriously or repeatedly breaches its cooperation obligations. This shall be the case in particular if the Client does not make agreed payments or does not make them in due time, does not provide or render information, materials, acts of cooperation, cannot be reached for a longer period of time or impedes the progress of the order in any other way.

§ 4 Rights of use

- (1) The Provider shall grant the Client a non-exclusive right to use the work products individually produced for the Client in accordance with their intended purpose, unlimited in terms of territory and time. If software is the subject matter of the services, Articles 69 d and 69 e of the German Copyright Act (Urheberrechtsgesetz, UrhG) shall apply. Unless expressly agreed otherwise, the intended use includes the mere use of the software, as well as the right to edit and further develop it. No further rights are granted.
- (2) The source code shall be made available to the Client for the exercise of its rights under paragraph 1.
- (3) The Client is prohibited from using the work products from the Provider or parts thereof as a basis for the development and distribution of similar applications, products or websites.
- (4) If, by way of deviation from this, an individual transfer of exclusive rights of use has been agreed, the exclusive rights shall not include the aids developed and used by the Provider for the implementation as well as the underlying data processing programmes/functions and other tools in general use.
- (5) Transfer of the rights to third parties is prohibited.
- (6) The work results may contain components that have been licensed as open source software by third parties. In case of doubt, the respective licence conditions apply exclusively for open source software. To this extent, these General Terms and Conditions are not applicable to open source software.
- (7) Until the remuneration has been paid in full, the Client is only permitted to use the work results produced on a revocable basis. The Provider

may prohibit the use of such services for which the Client is in default of payment for the duration of the default.

§ 5 Deadlines

- (1) Since in agile development the subject matter of the work is not initially defined in concrete terms, it is not usually possible to give binding deadlines. Dates for the provision of services are therefore only binding for the Provider if they are expressly promised to the Client by the Provider in writing as binding.
- (2) The Provider shall not be responsible for delays in performance due to force majeure (e.g. strike, lockout, official orders, general disruptions in telecommunications, etc.) and circumstances within the Client's sphere of responsibility (e.g. failure to provide cooperation services on time, delays caused by third parties attributable to the Client, etc.) and shall entitle the Provider to postpone the date for the provision of the affected services by the duration of the delay plus a reasonable start-up period. The Provider shall immediately notify the Client in writing of any delays in performance due to force majeure.

§ 6 Acceptance

- (1) If, by way of deviation from Section 1 (2), services under a contract for work and services are agreed, the Provider shall make the completed work products available to the Client for approval and notify the Client of this availability. The Provider is entitled to submit individual services to the Client for partial acceptance even without a separate agreement. If the law on contracts for work and services applies, each individual iteration shall be subject to partial approval. Upon receipt of the notification of acceptability, a period of ten working days shall commence for the Client within which it shall be obliged to declare acceptance insofar as the work products or services comply with the contractual requirements. Any existing defects must be reported to the Provider in writing without delay.
- (2) If the approval period expires without a declaration of acceptance or a written notice of defects being received by the Provider, the work product shall be deemed to have been accepted without defects upon expiry of the said period. The work product shall also be deemed to have been accepted free of defects if the Client puts it into operation, publishes it or pays the remuneration agreed for it.
- (3) Defects of which the Client has notified the Provider which are relevant to the acceptance shall be remedied by the Provider within a reasonable period of time or eliminated in some other way. After this, the acceptance test must be repeated. The declaration of acceptance may not be refused due to minor defects. Minor defects are those which do not impair or do not significantly impair usability.

§ 7 Warranty

- (1) If, by way of deviation from Section 1 (2), services under a contract for work and services are agreed, the Provider's warranty shall be governed by the following provisions:
- (2) The Provider warrants that the work products provided by the Provider under the agreement are free from third-party intellectual property rights and that, to the knowledge of the Provider, no other rights exist which restrict or exclude use in accordance with the contract. The Provider shall indemnify the Client against

all possible claims by third parties in this respect.

- (3) If contractual use is impaired by the property rights of third parties, the Client must inform the Provider of this immediately after becoming aware of it. In this case, the Provider shall have the right, to an extent reasonable for the Client and in consultation with the Client, at the Provider's discretion, to either modify the contractual services in such a way that they fall outside the scope of protection but nevertheless comply with the contractual provisions, or to obtain the authority that they can be used without restriction and without additional costs for the Client in accordance with the contract.
- (4) The Provider does not guarantee that the work products created will retain their contractually agreed suitability in the event of general changes in technology (e.g. browsers, server technology, plug-ins, operating systems, W3C standards, online access, etc.) even under the changed circumstances. There is no entitlement to subsequent adjustment.
- (5) Insofar as this is possible and reasonable for the Client with regard to the effects of the defect, the Provider may provide the Client with an interim solution to circumvent the defect (workaround) until the defect is finally remedied.
- (6) The warranty claim shall lapse insofar as the Client modifies work products itself or has them modified by third parties without the consent of the Provider, unless the Client proves that the defects still in question were not caused by the modifications made by it or the third party or by the failure to maintain/update the work products.
- (7) The warranty period is 1 year and begins upon the acceptance of the work results. Longer statutory limitation periods for liability and warranty claims remain unaffected.

I. Support

§ 1 Subject matter of the Services

- (1) The subject of this Section I. is the provision of support services for software by the Provider.
- (2) Hardware and software required within the scope of the support contract is not a subject of this contract. The provisions of Section H. shall apply to the creation of software.

§ 2 Service provision

- (1) The Provider shall normally provide the support services at the Client's premises, but may also provide them at its own premises if it considers this necessary and useful.
- (2) The specific services shall be specified in the offer. In addition, the Provider shall provide a help desk in accordance with Section 3 for support during ongoing operations.
- (3) The Provider shall provide the maintenance services in accordance with the latest state of the art. It shall provide suitable personnel for the performance of the work.
- (4) Depending on the exact support work agreed, remote maintenance may be agreed at the request of the Client.

§ 3 Help desk

- (1) During service hours (Monday - Friday from 9am to 4pm), the Provider shall provide the

Client with a hotline for the receipt of fault reports, the rectification of simple faults and support for questions regarding the ongoing operation of the hardware and software.

- (2) The help desk can be reached on the telephone number +49 (0)821 650659-99.

§ 4 Obligations of the Client

- (1) The Client shall grant the Provider unhindered access to the objects of the support for the purpose of providing the support services. In particular, the Client shall guarantee the Provider and the persons deployed by the Provider access to the place of deployment and shall encourage its employees to cooperate with the Provider insofar as this is necessary for the provision of the services.
- (2) If the Parties have agreed on the provision of the services by way of remote maintenance, the Client shall create the necessary technical prerequisites for this at its own expense.
- (3) The Client shall observe the instructions for the operation of the hardware and software contained in the user documentation.
- (4) The Client is obliged to back up its data properly and regularly before installing the software and before putting the IT system into operation, as well as in the period thereafter during the operation of the IT system.
- (5) The Client shall appoint a responsible person and a deputy to that person who shall serve as contact persons for all matters relating to the performance of this contract. The Client is entitled to change the responsible person(s) at any time. In this case, the Provider must be informed of this without delay.
- (6) The Client shall inform the Provider immediately in the event of disruptions. The Client is obliged to describe the faults that have occurred as precisely as possible, stating the information known to it which will be useful for rectifying the fault. Insofar as the Client is not in a position to provide information reasonably requested by the Provider, the Provider shall not be responsible for any performance disruptions resulting therefrom. Furthermore, the Provider shall also be entitled to charge for the additional expenses incurred by it as a result in accordance with Section A. (2).

- (7) The Client shall provide the Provider with the information, documentation and documents from its sphere that are necessary for the provision of the services. The Client shall inform the Provider in writing and in good time of any changes in its sphere that affect the services to be provided by the Provider, e.g. changes in the operating conditions.

- (8) If necessary, the Client shall provide an opportunity for the protected storage of materials in working proximity of the Provider free of charge.

J. Particular conditions for online sales

§ 1 Subject of service

- (1) Our offers are always subject to change and non-binding. Orders of the customer can be accepted by sending an order confirmation within one week after receipt of the order.
- (2) It is agreed in accordance with § 312 g para. 5 sentence 2 of the German Civil Code (BGB) that the customer waives the obligation to provide information in electronic commerce

in accordance with § 312 g para. 1 no. 1 to 3 and sentence 2 of the German Civil Code (BGB) in conjunction with Art. 246 § 3 of the Introductory Act to the German Civil Code (EGBGB).

- (3) Illustrations and information in the online store, in advertising documents and other representations are non-binding.

§ 2 Prices and terms of payment

- (1) Unless otherwise stated in the order confirmation, all prices are in Euro, excluding packaging, freight, insurance, customs duties or other ancillary costs, plus the applicable value added tax.
- (2) Unless otherwise agreed, payment shall be made by invoice.
- (3) If the customer is in default of payment, we shall be entitled, unless a grace period is not required by law, to take back the goods after expiry of a grace period set by us. If goods delivered by us are taken back, these goods shall be credited to the customer with an appropriate deduction, without prejudice to the assertion of further claims for damages, and set off against our outstanding claim. The customer reserves the right to prove a lower reduction in value in individual cases.

§ 3 Delivery

- (1) The delivery period begins with the transmission of the order confirmation. Partial deliveries are permissible insofar as they are reasonable for the customer.
- (2) Timely and correct self-delivery remains reserved.
- (3) Unless otherwise agreed, we shall not be responsible for delays in delivery due to force majeure or other circumstances for which we are not responsible, in particular traffic disruptions and operational disruptions for which we are not responsible, strikes, lockouts, shortages of raw materials, war. If in this case we are unable to deliver within the agreed delivery period, the delivery period shall be extended accordingly. If in this case there is an obstacle to delivery beyond the reasonable extended delivery period, we shall be entitled to withdraw from the contract.
- (4) The risk shall pass to the customer at the latest when the goods are handed over to the transport person. The choice of packaging, shipping route and means of transport is at our discretion.

§ 4 Warranty

- (1) Delivered goods are to be inspected by the customer immediately after delivery, insofar as this is feasible in the ordinary course of business. If a defect becomes apparent, we must be notified immediately. If the customer fails to notify us, the goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection. If such a defect is discovered later, the notification must be made immediately after discovery, otherwise the goods shall be deemed approved also in view of this defect.
- (2) Insofar as a defect exists, we shall be entitled to determine the type of subsequent performance, taking into account the type of defect and the justified interests of the customer. Subsequent performance shall be

deemed to have failed in these contracts after the third unsuccessful attempt.

- (3) The customer's warranty claims are subject to a limitation period of one year. This does not apply to claims for injury to life, body or health or due to a grossly negligent or intentional breach of duty by us or our vicarious agents.

§ 5 Liability

If the customer has its branch office outside the Federal Republic of Germany, the following regulations shall apply:

- We shall not be liable for the permissibility of the use of the delivered item as stipulated in the contract in accordance with the regulations of the recipient country. We shall likewise not be liable for taxes incurred there.
- We shall not be liable for obstacles to delivery caused by government measures, in particular import or export restrictions.

§ 6 Retention of ownership

- (1) Ownership of the delivered goods remains reserved until receipt of all payments under the contract.
- (2) The customer is obliged to handle the delivered goods with care, in particular to store them properly.
- (3) In the event of seizures and other interventions by third parties, the customer must notify us immediately in writing in order to protect our rights.
- (4) The customer shall be entitled to resell and use delivered goods in the ordinary course of business; however, he hereby assigns to us all claims accruing to him from the resale against his customers or third parties in the amount of the value of the reserved goods, irrespective of whether the delivered goods have been resold without or after processing. The value of the reserved goods shall be the purchase price agreed with us. If the resold goods subject to retention of title are co-owned by us, the assignment of the claims shall extend to the amount corresponding to our share in the co-ownership. The customer shall not be entitled to dispose of the goods in any other way, in particular by pledging them or assigning them as security.
- (5) The customer shall remain authorized to collect the claim from the resale even after the assignment. Our authority to collect the claim ourselves shall remain unaffected by this. However, we undertake not to collect the claim as long as the customer meets its 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. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs his debtor of the assignment.
- (6) The processing or transformation of the delivered goods by the customer is always carried out for us. The customer's expectant right to the delivered goods shall continue in the transformed item. If the delivered goods

are further 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 the delivered goods to the other processed objects at the time of processing. In all other respects, the same shall apply to the item created by processing as to the goods delivered under reservation of ownership.

- (7) If delivered goods are inseparably mixed, blended or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of the delivered goods to the other items at the time of mixing, blending or combining. If the process takes place in such a way that the customer's item is to be regarded as the main item, it is hereby agreed that the customer shall transfer co-ownership to us on a pro rata basis and shall keep the sole or co-ownership for us free of charge.
- (8) The customer also assigns to us those claims to secure our claims against him in the amount of the value of the reserved goods with all ancillary rights and priority over the rest, which accrue to him against a third party through the connection of the reserved goods as an essential component with a property, ship, ship structure or aircraft of another.
- (9) The customer also assigns to us those claims to secure our claims against him in the amount of the value of the reserved goods with all ancillary rights and priority over the rest, which he acquires upon the sale to a third party of his own property, ship, ship structure or aircraft with which he has connected the reserved goods as an essential component.