

General Terms and Conditions of SAXAR GmbH, Bernsdorfer Strasse 291, 09125 Chemnitz, Germany

Status 10.05.2022

General

The following terms and conditions of sale and delivery apply to all deliveries and services (except repairs) of SAXAR GmbH. Conflicting terms and conditions of purchase shall not be recognized even by acceptance of the order.

The conditions for repairs are regulated separately in the next section. SAXAR GmbH reserves property rights and copyrights to samples, cost estimates, drawings, information of a physical and non-physical nature – also in electronic form; these may not be made accessible to third parties.

Offers, orders

The offers of SAXAR GmbH are subject to confirmation. The information contained in the offers as well as in attached documents regarding the product characteristics, in particular dimensions, weights, performance, consumption, are approximate values, unless they are expressly and bindingly acknowledged in our order confirmation.

The order is a binding offer. The contract is concluded – in the absence of special agreements – by written order confirmation or at the time of dispatch of the ordered goods to the customer.

Delivery periods and delivery dates

Delivery periods and dates are only binding if SAXAR GmbH confirms them in writing. Compliance with the delivery period is subject to correct and timely delivery to SAXAR GmbH.

The observance of agreed delivery periods presupposes the final clarification of all commercial and technical questions between SAXAR GmbH and the customer, the timely receipt of all documents to be supplied by the customer, necessary approvals and releases, in particular of plans, as well as the observance of the agreed terms of payment and other obligations by the customer. If these prerequisites are not fulfilled in time, the deadlines shall be extended appropriately; this shall not apply if SAXAR GmbH is responsible for the delay.

Traffic – or unavoidable operational disruptions caused by lawful industrial action, orders of higher authorities as well as all other cases of force majeure, also at the

suppliers of SAXAR GmbH, release SAXAR GmbH from the obligation to deliver for the duration of their existence and the extent of their effects and extend effectively agreed delivery periods appropriately.

The customer may withdraw from the contract without setting a deadline if the entire performance becomes finally impossible for SAXAR GmbH. Furthermore, the customer can withdraw from the contract if the execution of a part of the delivery becomes impossible in the case of an order and he/she has a justified interest in refusing a partial delivery. If this is not the case, the customer shall pay the contract price attributable to the partial delivery. The same shall apply in the event of SAXAR GmbH's inability to perform.

If the impossibility or inability occurs during the exceptional delay or if the customer is solely or predominantly responsible for these circumstances, he/she remains obligated to counter-performance.

If SAXAR GmbH is in default and the customer suffers damage as a result, he/she is entitled to demand a lump-sum compensation for default. For each full week of delay, he/she shall be entitled to 0.5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay.

At the request of SAXAR GmbH, the customer is obliged to declare within a reasonable period of time whether he/she will withdraw from the contract due to the delay in delivery and/or demand damages instead of performance or insist on delivery.

Prices, payment

The prices of SAXAR GmbH are exclusive of any packaging and shipping costs as well as the applicable statutory value-added tax. Unless otherwise agreed, all invoices are payable within eight days of the invoice date without deduction.

Payments by bill of exchange or check must be agreed upon in advance. Discount and other bill of exchange costs shall be borne by the customer. Payments by check shall only be deemed to have been affected when credited to the account of SAXAR GmbH.

Offsetting is only permitted with counterclaims recognized by SAXAR GmbH or legally established. The retention of payments by the customer due to counterclaims from other contractual relationships is excluded in any case.

If partial payment has been agreed, the entire remaining amount shall become due for immediate payment as soon as the customer is in default with two installments in whole or in part.

If the customer is in default, SAXAR GmbH is entitled to charge interest in the amount of 15% p.a. subject to the assertion of a greater actual damage caused by default as

well as the possibility of the customer to prove a lesser damage to SAXAR GmbH; however, SAXAR GmbH can at least assert the statutory interest rate.

If after conclusion of the contract, in particular due to non-compliance with the terms of payment, the customer's lack of ability to pay becomes apparent, SAXAR GmbH is entitled to carry out outstanding deliveries from all business relations existing with the customer only against advance payment or provision of securities customary in banking. Any further legal claims shall remain unaffected.

Transfer of risk, acceptance

The risk shall pass to the customer when the delivery item has left the branch office, even if partial deliveries are made or SAXAR GmbH has assumed other services, e.g. the shipping costs or delivery and installation. Insofar as an acceptance has to take place, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after SAXAR GmbH has notified the customer that the goods are ready for acceptance. The customer may not refuse acceptance in the event of a non-substantial defect.

If the shipment or the acceptance is delayed or does not take place due to circumstances that are not attributable to SAXAR GmbH, the risk is transferred to the customer from the day of the notification of readiness for shipment or acceptance. SAXAR GmbH undertakes to take out the insurances requested by the customer at the customer's expense.

Partial deliveries are permissible as far as reasonable for the customer.

Retention of title

SAXAR GmbH retains title to the goods (hereinafter referred to as « goods subject to retention of title ») as long as there are still claims, of whatever kind, arising from the current or future business relationship with the customer. In the case of a current account, this retention of title also serves to secure our respective balance claim.

In the event of conduct by the customer in breach of contract, in particular in the event of default in payment, SAXAR GmbH shall be entitled to take back the goods subject to retention of title even without exercising the right of rescission and without setting a grace period, and the customer shall be obliged to surrender the goods. The assertion of the reservation of title as well as the seizure of the delivery item by SAXAR GmbH shall not be deemed a withdrawal from the contract.

The application for the opening of insolvency proceedings entitles SAXAR GmbH to withdraw from the contract and to demand the immediate return of the delivery item.

The customer may resell the reserved goods in the ordinary course of business. An ordinary course of business does not exist if the goods subject to retention of title are not resold under retention of title. The authorization expires as soon as he/she is

in default of payment or if there is a significant reduction in his/her creditworthiness. The customer already assigns to SAXAR GmbH all claims arising from the resale of the goods subject to retention of title including ancillary and security interests in the amount of the invoice value of the goods subject to retention of title. The assignment is hereby accepted by SAXAR GmbH.

Transfer of ownership by way of security or assignment as well as pledging of the goods subject to retention of title or the assigned claims are not permitted. The customer must inform SAXAR GmbH immediately of any seizures, confiscations or other dispositions or interventions by third parties.

The customer keeps the goods subject to retention of title for SAXAR GmbH. He/she has to insure them against the usual risks such as fire, burglary, theft and transport as well as tap water damage. The customer assigns to SAXAR GmbH in advance the claims against insurers and third parties arising from a case of damage in the amount of the invoice value of the reserved goods. This assignment is also hereby accepted by SAXAR GmbH.

SAXAR GmbH undertakes to release the securities to which it is entitled at the request of the customer or a third party affected by over-securing to the extent that the realizable value of our securities exceeds the claims to be secured by more than 15%; the selection of the securities to be released is incumbent upon SAXAR GmbH.

Material defects

Noticeable defects, incorrect deliveries and short deliveries must be reported in writing immediately, but no later than five working days after receipt of the goods.

In the event of justified and timely complaints, SAXAR GmbH shall be entitled to subsequent performance, i.e. at our discretion either to remedy the defect or to deliver defect-free goods. If the subsequent performance fails or if SAXAR GmbH unjustifiably refuses any subsequent performance, the customer may optionally demand a reduction of the remuneration or the rescission of the contract.

The customer must give SAXAR GmbH the necessary time and opportunity to carry out all repairs and replacement deliveries that SAXAR GmbH deems necessary after consultation with SAXAR GmbH; otherwise SAXAR GmbH is released from liability for the resulting consequences. Only in urgent cases of endangerment of operational safety or to prevent disproportionately large damages, in which case SAXAR GmbH is to be informed immediately, the customer has the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from SAXAR GmbH.

Claims of the customer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded, insofar as the expenses increase because the customer's delivery item has been transported, unless the transport corresponds to its intended use. Statutory rights of recourse of the customer against SAXAR GmbH exist only insofar as the customer

has not entered into any agreements with his customer that go beyond the statutory claims for defects. For the scope of claims for damages and claims for reimbursement of futile expenses by way of recourse, the paragraph « Damages, reimbursement of futile expenses » shall apply.

SAXAR GmbH shall not be liable for damage caused by improper use, incorrect operation, improper repair work or other interventions on the part of the customer or third parties. This includes non-observance of installation conditions of sensitive hardware, neglected maintenance, unsuitable operating materials, avoidable chemical, electrochemical or electrical influences. This does not apply if the customer proves that these were not the cause of the damage.

He/she undertakes to accept and process warranty claims from his customers in accordance with the warranty guidelines of the respective manufacturers known to him/her.

The warranty for hardware defects is limited to the exchange of the devices (supplementary performance). If SAXAR GmbH is not willing or able to replace the equipment or if this is delayed beyond a reasonable period of time for reasons for which SAXAR GmbH is responsible or if the replacement fails in any other way, the customer is entitled, at his option, to withdraw from the contract or to demand a corresponding reduction of the purchase price.

SAXAR GmbH does not assume any warranty for the general faultlessness of software. In particular, liability is excluded if the software does not meet the requirements and purposes of the customer or does not work together with other programs selected by the customer, unless the above has been expressly guaranteed.

He/she is responsible for backing up his/her data files. Liability for the loss of data is excluded unless the loss of data was caused by intentional or grossly negligent actions or omissions on the part of SAXAR GmbH or a vicarious agent of SAXAR GmbH.

Defects of title

Unless otherwise agreed, SAXAR GmbH is obliged to provide the delivery free of industrial property rights and copyrights of third parties (hereinafter « property rights ») only in the country of the place of delivery.

If the relationship of the delivery item leads to the infringement of property rights in the country of the place of delivery, SAXAR GmbH shall, at its own expense, generally procure for the customer the right to continue using the delivery item or modify the delivery item in a manner reasonable for the customer in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer shall be entitled to the statutory rights of withdrawal or reduction.

In addition, SAXAR GmbH shall indemnify the customer against undisputed or legally established claims of the holders of the property rights concerned.

The obligations mentioned in this paragraph are subject to change.

The paragraph « Compensation for damages, reimbursement of futile expenses » shall apply conclusively in the case of infringement of property rights and shall also apply accordingly to other defects of title. However, they shall only exist,

- if the customer informs SAXAR GmbH without delay of asserted infringements of property rights or rights.

if the customer supports SAXAR GmbH to a reasonable extent in defending the asserted claims or enables SAXAR GmbH to carry out the modification measures in accordance with clause 8.2.

- if SAXAR GmbH reserves the right to take all defensive measures including out-of-court settlements
- the defect of title is not based on an instruction of the customer and
- the infringement of rights was not caused by the fact that the customer modified the delivery item on its own authority or used it in a manner not in accordance with the contract.

Compensation for damages, reimbursement of futile expenses

Claims for damages by the customer, irrespective of the legal basis, as well as claims for reimbursement of futile expenses are excluded. This liability exclusion shall not apply in the event of negligent or intentional injury to life, limb or health or in the event of grossly negligent or intentional damage to other legal assets. The claim for damages for the violation of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, body or health. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

Limitation

All claims of the customer are subject to a limitation period of 12 months. In cases of gross negligence or willful misconduct as well as claims under the Product Liability Act or for injury to life, limb or health, the statutory periods shall apply.

Other

Unless otherwise stated in our order confirmation, the place of performance shall be the registered office of SAXAR GmbH.

The place of business of SAXAR GmbH shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship; however, SAXAR GmbH shall also be entitled to sue the customer at its headquarters or branches.

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and private international law.