

**General Online Terms and Conditions of Delivery**  
**for GEUTEBRÜCK Software, Products and Services**

Geutebrück GmbH, Im Nassen 7-9, 53578 Windhagen, Germany (“GEUTEBRÜCK”) develops and sells video management systems, video management software, accessories and other services. The Customer may also purchase these products via GEUTEBRÜCK’s online portal at <https://portal.geutebrueck.com>. The following General Online Terms and Conditions of Delivery for GEUTEBRÜCK System Components with GEUTEBRÜCK Software (“**Online GTCs**”) govern the sale, transfer and granting of rights for the above products via GEUTEBRÜCK’s online portal in the relationship between GEUTEBRÜCK and the respective customer. In addition to these Online GTCs, the separate General Support Terms and Conditions and the General Terms and Conditions for the Acquisition of Rights to GEUTEBRÜCK SOFTWARE apply to the support services offered by GEUTEBRÜCK and to the isolated acquisition of rights to GEUTEBRÜCK software applications. These Online GTCs shall only apply if the customer is a trader (Section 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.

References to the applicability of statutory provisions are provided for clarification only. Even without such clarification, the statutory provisions shall apply to the extent that they are not directly amended or expressly excluded in these Online GTCs.

**1. Subject Matter of the Contract**

(1) GEUTEBRÜCK shall deliver to the customer the hardware specified in the order confirmation (as defined in Section 3 para. 3) in the composition and quantity specified therein (hereinafter “**HARDWARE**”) at the delivery times and costs specified therein. In addition, GEUTEBRÜCK shall deliver to the customer the GEUTEBRÜCK standard application or system software, i.e., software that has not been individually created for the customer (hereinafter “**SOFTWARE**”), together with the corresponding application description, and shall grant the customer the rights of use pursuant to Section 5 of these Online GTCs and to the extent specified in the order confirmation. Furthermore, GEUTEBRÜCK shall provide additional services (hereinafter referred to as “**SERVICES**”) purchased by the customer on the basis of the General Support Terms and Conditions of GEUTEBRÜCK. **HARDWARE**, **SERVICES** and **SOFTWARE**, including application descriptions, each individually and/or collectively constitute the “**PURCHASED PRODUCT**” within the meaning of these Online GTCs.

(2) The **SOFTWARE** is delivered pre-installed on the **HARDWARE** or provided separately as a download. The **SOFTWARE** is provided in an object code version; the source code is not provided.

(3) On the basis of these Online GTCs, GEUTEBRÜCK does not owe the customer the setup of the **PURCHASED PRODUCT** or the production of the technical operational readiness on the customer’s IT system, the provision of adjustment services in connection with the **SOFTWARE** (e.g., installation, implementation, configuration, customizing) or instruction. Further services provided by GEUTEBRÜCK, such as customizing the **SOFTWARE**, individual programming, consulting, training, hardware and software maintenance are not covered by these Online GTCs. If the customer wishes to arrange or have such additional services provided by GEUTEBRÜCK, separate legal agreements must be made.

(4) The agreed quality of the delivered **HARDWARE** and **SOFTWARE** is conclusively determined by the product descriptions provided on the GEUTEBRÜCK online portal and delivered with the **PURCHASED PRODUCT**, the functions specified in the application descriptions provided by GEUTEBRÜCK on the online portal and the information in the order confirmation.

(5) The technical data, specifications, explanations of functions and possible uses, as well as other

information in the product descriptions and application descriptions provided, are intended solely as descriptions of quality within the meaning of Section 434 para. 2 sent. 1 no. 1 BGB and not as independent guarantees or assurances of quality or durability. The SERVICES are provided with the due diligence of a prudent businessman, without any specific guarantee of success.

(5) Statements regarding the subject matter of performance shall only be deemed to be independent warranties, guarantees of quality or guarantees of durability in the legal sense if they are made in writing by authorized representatives of GEUTEBRÜCK and are expressly and literally designated as “independent warranty” or “guarantee of durability” or “guarantee of quality”.

## **2. Account**

(1) Upon request and with the corresponding invitation and approval of GEUTEBRÜCK, the customer will receive a partner account via the GEUTEBRÜCK online portal. GEUTEBRÜCK reserves the right to set up a partner account at its own discretion. The data required for the registration of a party interested in a partner account will be stored by GEUTEBRÜCK for the purpose of simplifying the ordering process. The registered customer receives account admin access, which entitles the customer to activate additional users for certain services and areas of the GEUTEBRÜCK online portal. The account admin is responsible for activating and deactivating additional users of the account. This also includes granting permission to use and purchase paid services. The account admin is responsible for setting and protecting a password for (each) access to the partner account. Each customer with a partner account is only entitled to maintain one partner account at a time. GEUTEBRÜCK reserves the right to refuse or delete multiple registrations. The entered data can be changed at any time by the registered customer with admin access. GEUTEBRÜCK is not obliged to accept the registration or order of a registered customer. Furthermore, GEUTEBRÜCK is not obliged to keep the service permanently available. Orders that have already been confirmed in an order confirmation remain unaffected by this.

(2) If a customer – for any reason – does not have access to the GEUTEBRÜCK online portal, the customer can still order HARDWARE, SERVICES and/or SOFTWARE from GEUTEBRÜCK in writing, by e-mail or by fax.

## **3. Conclusion of the Contract**

(1) The presentation of HARDWARE and SOFTWARE as well as the provision of the option to place an order on the GEUTEBRÜCK online portal does not constitute a binding offer of purchase by GEUTEBRÜCK.

(2) The customer can select HARDWARE, SERVICES and SOFTWARE on the GEUTEBRÜCK online portal and collect them in a so-called shopping cart by clicking on the “Add to cart” button. By clicking on the button “Order and pay,” the customer submits a binding request to purchase the items in the shopping cart. Before submitting the order, the customer may change and view the data at any time. However, the order can only be submitted and sent if the customer has accepted these “Online GTCs - System” by checking the “Accept GTCs” box and thereby including them in the order.

(3) GEUTEBRÜCK will then send the customer an automatic confirmation of receipt by e-mail, which lists the customer’s order again and can be printed using the “Print” function. The automatic confirmation of receipt only documents that the customer’s order has been received by GEUTEBRÜCK and does not constitute acceptance of the order. The contract is not concluded until GEUTEBRÜCK issues a declaration of acceptance in the form of an order confirmation, which is sent to the customer in a separate e-mail. In this e-mail or in a separate e-mail, but no later than upon delivery of the PURCHASED PRODUCT, GEUTEBRÜCK will send the customer the contract text consisting of the order confirmation on a durable medium (e-mail or paper printout) (contract confirmation). If licenses are activated as part of the purchase of the SOFTWARE, GEUTEBRÜCK’s shall accept the order by sending a license key

with which the customer can activate the license.

#### **4. Delivery; Force Majeure; Transfer of Risk**

(1) Delivery shall be ex works Windhagen (EXW Windhagen - Incoterms 2010). GEUTEBRÜCK reserves the right to choose the means of shipment unless a specific means of shipment has been agreed upon.

(2) Agreed delivery periods and costs shall apply. All periods and dates for deliveries and services indicated by the seller are always approximate unless a fixed period or date has been expressly promised or agreed. If shipment was agreed, delivery periods and dates refer to the time of handover to the carrier, freight forwarder or other third party contracted for transport, unless expressly stated otherwise by us.

(3) As long as GEUTEBRÜCK is not responsible for a delay in delivery, e.g., due to an unforeseeable, extraordinary event, which GEUTEBRÜCK could not have prevented even with reasonable due diligence (especially in the case of natural disasters, energy supply disruptions, operational disruptions, official intervention, strikes, pandemics and epidemics, war or other cases of force majeure, etc.), and this hinders the provision of services, the agreed delivery periods shall be extended by the duration of the hindrance, plus a reasonable lead time after the reason for the hindrance has ceased to exist. If the customer cannot reasonably be expected to accept the delivery or service due to the delay, the customer may withdraw from the contract by immediately notifying GEUTEBRÜCK in writing. In the event that GEUTEBRÜCK is unable to provide the service due to force majeure, GEUTEBRÜCK shall be released from its contractual obligations.

(4) GEUTEBRÜCK is only entitled to make partial deliveries if the partial delivery can be used by the customer for the contractual purpose, the delivery of the remaining ordered products is ensured and this does not result in any significant additional effort or costs for the customer, unless GEUTEBRÜCK agrees to bear the costs.

#### **5. Granting of Rights**

(1) GEUTEBRÜCK grants the customer a non-exclusive, transferable, perpetual right geographically limited to the countries/regions specified in the order confirmation to use the SOFTWARE within the scope of the customer's IT system. The customer is not entitled to grant sublicenses.

(2) Additionally, the General Terms and Conditions for the Acquisition of Rights to GEUTEBRÜCK SOFTWARE shall apply.

#### **6. Remuneration, Terms of Payment, Retention of Title**

(1) The customer is obliged to pay the agreed remuneration.

(2) The costs of transport and, if requested by the customer, transport insurance shall be borne by the customer.

(3) All prices are ex-works Windhagen (EXW Windhagen – Incoterms 2010), including standard packaging and plus the applicable statutory value-added tax, unless otherwise agreed in the order confirmation.

(4) Unless otherwise stated in the order confirmation, the agreed remuneration shall be due for payment at the net amount within thirty (30) days from the date of the invoice. Receipt of the payment amount by GEUTEBRÜCK shall determine compliance with the deadline.

(5) GEUTEBRÜCK reserves the title to the delivered PURCHASED PRODUCT and the application

descriptions until full payment of the agreed remuneration and all other claims existing at the time of conclusion of the contract or arising thereafter in connection with the PURCHASED PRODUCT. In the event of seizure of the PURCHASED PRODUCT by third parties or other interventions by third parties, the customer shall refer to GEUTEBRÜCK's ownership rights and immediately notify GEUTEBRÜCK in writing, so that GEUTEBRÜCK can assert its ownership rights.

## **7. Obligations of the Customer**

(1) Unless GEUTEBRÜCK expressly agrees to assembly and installation services for the hardware/software system at the customer's premises, the customer shall install the PURCHASED PRODUCT itself or have it installed by third parties in accordance with the assembly and installation instructions contained in the documentation (see Section 1 para. 3).

(2) The customer shall comply with the operating instructions for the HARDWARE and SOFTWARE contained in the user documentation.

(3) The customer shall inspect the PURCHASED PRODUCT for damage in transit immediately upon delivery. Any damage in transit must be immediately documented and reported to GEUTEBRÜCK in writing.

(4) If the customer is a merchant within the meaning of Section 1 HGB [German Commercial Code], it shall be obliged to inspect the PURCHASED PRODUCT immediately upon receipt and to notify GEUTEBRÜCK in writing of any defects immediately upon discovery. The assertion of rights and claims for material defects according to the following Section 8 presupposes that the customer has fulfilled its inspection and notification obligations under Section 377 HGB.

(5) Insofar as GEUTEBRÜCK has not expressly assumed an obligation to back up data for the customer, the customer shall regularly back up its data with the due diligence of a prudent businessman. Especially immediately prior to any installation of SOFTWARE and/or other intervention by GEUTEBRÜCK or third parties contracted by GEUTEBRÜCK, it is necessary to fully back up all system and application data. The data are to be backed up such that restoration of the backed-up data is possible at any time.

## **8. Material Defects**

(1) The statutory provisions shall apply to rights and claims based on material defects unless otherwise provided in the following provisions of this Section 8 and in Section 10.

(2) A material defect exists if the PURCHASED PRODUCT does not have the agreed quality pursuant to Section 1 paras. 4 and 5. There are no claims for defects in the case of an insignificant deviation from the agreed or required quality or in the case of only insignificant impairment of usability. In the case of updates, upgrades and new version deliveries, claims for defects are limited to the new features of updates, upgrades or new version deliveries compared to the previous version.

(3) Complaints about defects are to be reported with a clear description of the indications of the defect, if possible, and documented in written form, hard copies or other documents illustrating the defects. A complaint about defects should allow for the reproduction of the defect. Statutory inspection and complaint obligations of the customer remain unaffected.

(4) In the event of defects, GEUTEBRÜCK shall, at the customer's request and at its (GEUTEBRÜCK'S) discretion, either provide subsequent performance by remedying the defect (rectification) or deliver a defect-free product (replacement). In the event of material defects in the SOFTWARE, GEUTEBRÜCK is entitled to subsequent performance by delivering a bug fix, patch, update or new major release of the SOFTWARE. In case of delivery of a new major release, the customer is obliged to accept erasure or overwriting of the defective SOFTWARE (Section 439 para. 4 BGB).

(5) The customer may, within a reasonable period of time, demand a different method of subsequent performance other than that chosen by GEUTEBRÜCK if the method of subsequent performance chosen by GEUTEBRÜCK is unreasonable for the customer. The rights of GEUTEBRÜCK under Section 439 para. 4 and Section 275 paras. 2 and 3 BGB shall remain unaffected.

(6) GEUTEBRÜCK is entitled to provide the customer with temporary workarounds and later to remedy the defect by delivering the next upgrade or new major release of the SOFTWARE, provided this is reasonable for the customer. If GEUTEBRÜCK exercises this right, this shall be taken into account in determining the reasonableness of the period for subsequent performance pursuant to the following paragraph 9.

(7) In the case of material defects of the HARDWARE, the customer is obligated to send the HARDWARE to GEUTEBRÜCK free of charge. The return of the replaced or repaired PRODUCTS by GEUTEBRÜCK shall be pursuant to Section 4 para. 1 of these Online GTCs. Furthermore, within the scope of the delivery of a defect-free PURCHASED PRODUCT, GEUTEBRÜCK shall not be obligated to install and set up the hardware/software system, nor to bear the costs associated with the removal of the defective product, the transport and installation of the replacement item, or the retrieval of the provided downloadable SOFTWARE. This also applies if GEUTEBRÜCK provides these services free of charge on a one-time or recurring basis. The provision of these services free of charge does not constitute a waiver of the right to claim these costs in the future.

(8) The customer shall follow the instructions given by GEUTEBRÜCK by telephone, in writing or electronically in the context of subsequent performance. GEUTEBRÜCK may provide the customer with such instructions, in particular with regard to the installation of patches, bug fixes, updates or new major releases of the SOFTWARE for the purpose of subsequent performance, as well as for dealing with temporary workarounds.

(9) If the customer sets GEUTEBRÜCK a reasonable deadline for subsequent performance and the subsequent performance fails within this period, the customer shall be entitled to the additional rights to reduce the purchase price or, at its discretion, to withdraw from the contract and, in addition, if GEUTEBRÜCK is responsible for the defect, to claim damages on the basis of the agreed limitations of liability instead of performance or reimbursement of futile expenses pursuant to Section 284 BGB. However, the customer is only entitled to withdraw from the contract and to claim damages instead of the entire performance in the case of significant defects. The setting of a grace period, the declaration of withdrawal and the pursuit of compensation for damages in place of performance must be made in writing to be effective. It is not necessary for the customer to set a grace period if GEUTEBRÜCK earnestly and finally refuses to perform or if special circumstances exist which, in consideration of the interests of both parties, justify the immediate assertion of the claim for damages (Section 281 para. 2 BGB), or if GEUTEBRÜCK earnestly and finally refuses performance, if GEUTEBRÜCK does not perform by a contractually fixed deadline or within a contractually fixed period, although performance by the deadline or within the period is essential for the customer after notification by the customer to GEUTEBRÜCK before conclusion of the contract or due to other circumstances accompanying the conclusion of the contract, or if in the case of non-contractual performance there are special circumstances, which, taking into account the interests of both parties, justify immediate withdrawal (Section 323 para. 2 BGB), or if GEUTEBRÜCK refuses both types of subsequent performance according to Section 439 para. 4 BGB or if the type of subsequent performance to which the customer is entitled has failed or is unreasonable for the customer (Section 440 BGB). Rectification shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the matter or the defect or other circumstances indicate otherwise.

(10) If, in connection with defects reported by the customer, a fault analysis shows that the customer has no claims or rights due to defects, GEUTEBRÜCK is entitled to charge the customer for the expenses incurred during the error analysis in accordance with GEUTEBRÜCK's current price list, provided that the customer has at least negligently failed to recognize that the cause of the reported error lies within

its own sphere of responsibility.

(11) Warranty claims against GEUTEBRÜCK are excluded if the customer or third parties contracted by the customer have made changes or modifications to the PURCHASED PRODUCT, unless the customer proves that the defects are not attributable to these changes or modifications.

(12) The customer's claims for defects become statute-barred after twenty-four (24) months. The limitation period shall commence upon delivery of the PURCHASED PRODUCT. Excluded from this are warranty claims by consumers as well as claims for damages due to loss of life, limb or health and/or claims for damages due to grossly negligent or intentional damage caused by GEUTEBRÜCK, in cases of fraudulent concealment of a defect, in cases of claims for the surrender of property pursuant to Section 438 para. 1 no. 1 BGB, in the case of claims under the Product Liability Act [Produkthaftungsgesetz] and in the case of the assumption of a quality guarantee. In these cases, the statutory limitation periods shall apply. In the case of a warranty agreement, however, this shall only apply to the extent that nothing to the contrary results from the respective warranty agreement.

(13) For the provision of a new major release, the limitation periods of paragraph 11 shall apply accordingly. The limitation periods for claims based on defects in the HARDWARE shall remain unaffected and shall not be restarted or extended by the provision of new releases.

(14) If the provision of equipment loaned by GEUTEBRÜCK is necessary for the purpose of rectification, the General Support Terms and Conditions of GEUTEBRÜCK shall apply additionally to the provision of the loaned equipment.

## **9. Defects in Title**

(1) The statutory provisions shall apply to rights and claims of the customer in the case of defects in title unless otherwise provided in the following provisions of this Section 9 and in Section 10.

(2) The PURCHASED PRODUCT delivered or provided by GEUTEBRÜCK is free from the rights of third parties that which may prevent its use in accordance with the contract. Customary retentions of title are exempt from this. A defect in title exists if the customer is not effectively granted the rights required for the contractual use of the PURCHASED PRODUCT.

(3) If a third party asserts claims against the customer based on the infringement of intellectual property rights due to the SOFTWARE, the customer shall

- (i) notify GEUTEBRÜCK immediately in writing
- (ii) authorize GEUTEBRÜCK to conduct legal proceedings and settlement negotiations with the third party at its own expense and, as far as possible, independently, and to take legal action only with the consent of GEUTEBRÜCK, and
- (iii) ensure GEUTEBRÜCK has all reasonable support and to provide GEUTEBRÜCK with the necessary information, documents and authorizations in the possession of the customer

(4) In the event that the PURCHASED PRODUCT infringes the rights of a third party, GEUTEBRÜCK shall, at its discretion, provide subsequent performance by

- (i) modifying the PURCHASED PRODUCT so that it is no longer infringing, but has the same level of performance and maintains the same contractual functionality for the customer, or
- (ii) acquiring a right of use for the PURCHASED PRODUCT sufficient to allow the customer to continue to use the PURCHASED PRODUCT for the purposes of the contract, or
- (iii) replacing the PURCHASED PRODUCT with other hardware/software that is equivalent for the customer in terms of the agreed qualities of the PURCHASED PRODUCT, providing equivalent performance, and not imposing significant disadvantages on the customer, or

(iv) delivering a new major release which does not infringe the intellectual property rights of third parties, which has the same functionality as the previous version and which can reasonably be adopted by the customer without significant disadvantages

In the cases of clauses 1 (ii) to (iv), the customer is obliged to accept the erasure or overwriting of the SOFTWARE affected by defects in title (Section 439 para. 4 BGB).

(5) In all other respects, the provisions regarding material defects in Section 8 paras. 6, 7, 8, 10 and 11 shall apply mutatis mutandis to defects in title.

### **10. Limitations of Liability**

(1) The liability of GEUTEBRÜCK, regardless of the legal basis, for claims for damages or claims for reimbursement of futile expenses within the meaning of Section 284 BGB shall be limited in accordance with the following provisions in paragraphs 2 to 7.

(2) GEUTEBRÜCK is liable without limitation pursuant to the statutory provisions for damages resulting from loss of life, limb or damage to health, for damages based on intent or gross negligence, and for damages falling within the scope of a guarantee, quality guarantee or durability guarantee provided by GEUTEBRÜCK, unless otherwise provided in the respective guarantee agreement.

(3) GEUTEBRÜCK's liability for damages other than those mentioned in paragraph 2 where such damages are based on a slightly negligent breach of essential contractual obligations (cardinal obligations) shall be limited to the foreseeable damage typical for the contract. Essential contractual obligations within the meaning of sentence 1 are obligations, the breach of which endangers the achievement of the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies.

(4) GEUTEBRÜCK is liable for the loss of data only up to the amount that would have been incurred for the proper and regular backup of the data for its restoration.

(5) The liability according to paragraph 3 is limited to a total amount of EUR 10 million.

(6) In addition, any further liability for damages other than those mentioned in paragraph 2 where such damages are based on a slightly negligent breach of obligations other than those mentioned in paragraph 3 is excluded.

(7) Liability under the Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.

(8) The foregoing limitations of liability shall also apply to the personal liability of GEUTEBRÜCK's employees, vicarious agents, legal representatives and officers.

### **11. Return of PURCHASED PRODUCTS for credit**

(1) GEUTEBRÜCK offers its customers the option to return PURCHASED PRODUCTS, which are part of the standard product line according to the current price list, within one month after receipt of the respective PURCHASED PRODUCT.

(2) For each PURCHASED PRODUCT returned for credit, GEUTEBRÜCK will charge a handling fee of 10% of the sales price paid by the customer, but at least EUR 30, unless the customer is a consumer within the meaning of Section 13 BGB and is legitimately exercising its warranty right.

(3) PURCHASED PRODUCTS returned for credit will be inspected by GEUTEBRÜCK for any damage or defects. GEUTEBRÜCK reserves the right to refuse the return for credit if damage or defects are found or to charge the customer for any repair costs incurred.

(4) The return of PURCHASED PRODUCTS for credit must in all cases be made free of customs duties.

## **12. Order Cancellation**

Orders for PURCHASED PRODUCTS that are part of the standard product line according to GEUTEBRÜCK's current price list may be canceled by the customer free of charge up to the 3rd day after the order confirmation, provided that the PURCHASED PRODUCTS included in the order have not yet been shipped.

## **13. Export/Import Regulations**

(1) The customer shall comply with and independently clarify the export and import regulations applicable to the PURCHASED PRODUCT that may result from the EU Dual-Use Regulation (Regulation (EU) No. 2021/821 of the European Parliament and of the Council of May 20, 2021) or any other statutory or public law regulations that may be relevant to the customer.

(2) The customer warrants with the submission of its order that it will not export, re-export or transfer the PURCHASED PRODUCT, directly or indirectly, in violation of any export or import regulations. The contracting parties shall assist each other in complying with export/import regulations.

## **14. Offsetting, Right of Retention**

(1) The customer may only use undisputed, legally established or decision-ready claims based on the same contractual relationship as offsetting claims against GEUTEBRÜCK.

(2) The customer shall only be entitled to exercise a right of retention to the extent that the counterclaim on which the right of retention is based is undisputed, legally established or ready for a decision and based on the same contractual relationship.

## **15. Duration of these Online GTCs - System; Amendments**

(1) These Online GTCs - System shall also apply to future purchases by the customer via the GEUTEBRÜCK online portal without renewed reference to their inclusion until they are replaced by a new version pursuant to paragraph 2 of this Section 15.

(2) GEUTEBRÜCK is entitled to amend these Online GTCs - System for future purchases by the customer at any time. The amendments shall become effective upon their inclusion, replacing the previous version, and shall apply to all future system purchases by the customer from that date pursuant to paragraph 1 of this Section 15.

## **16. Storage Option / Contract Text / Customer Data**

(1) The customer can view these Online GTCs - System as well as the referenced additional terms and conditions on the website [geutebrueck.com](http://geutebrueck.com) under "Terms and Conditions." The customer may also print or save this document by using the standard features of its web browser. In addition, the customer may download and archive this document as a PDF file.

(2) If the customer orders the PURCHASED PRODUCT online through the GEUTEBRÜCK partner area, the customer can also archive the data of its order by waiting for the automatic confirmation of receipt that it will receive by e-mail after completing its order and providing GEUTEBRÜCK with its e-mail address. This confirmation of receipt e-mail contains the data of the customer's order and can be easily printed or saved.

(3) If the customer orders SOFTWARE and/or HARDWARE online via the GEUTEBRÜCK partner area, the order data will be stored by GEUTEBRÜCK, but cannot be directly accessed by the customer for security reasons. GEUTEBRÜCK provides each customer with password-protected direct access ("My account") via the customer's partner account. Here, following registration, the customer can view data on its completed, open and recently shipped orders and update its address information.

(4) If the customer creates its own partner account through the GEUTEBRÜCK partner area, data backup is not included in the scope of services provided by GEUTEBRÜCK, but rather is the

responsibility of the customer, unless otherwise agreed. The customer is responsible for the backing up all data. GEUTEBRÜCK recommends making necessary backup copies of files, programs, etc. and the additional backup of all data on external storage media.

### **17. Copyright and Industrial Property Rights**

All image rights, copyrights and other industrial property rights to the content of the GEUTEBRÜCK website, including the GEUTEBRÜCK online portal (including texts, images, graphics, videos, music, trademarks, logos and other company identifiers) as well as the PURCHASED PRODUCTS sold there are owned by GEUTEBRÜCK or its partners. Any use without the prior express consent of GEUTEBRÜCK is not permitted.

### **18. Information on data processing**

(1) GEUTEBRÜCK collects data from the customer in the course of contract processing. In particular, GEUTEBRÜCK observes the provisions of the GDPR, the Federal Data Protection Act and the Telemedia Act. Without the customer's consent, GEUTEBRÜCK will only collect, process or use personal and usage data of the customer to the extent necessary for the establishment and processing of the contractual relationship and for the use of telemedia.

(2) In order to deliver the PURCHASED PRODUCT ordered by the customer, GEUTEBRÜCK will, if necessary, pass on the customer's data to the contracted shipping company to the extent necessary for delivery.

(3) If the customer has set up a partner account on the GEUTEBRÜCK online portal, the customer has the opportunity to access and change the data it has entered at any time under the menu item "User administration/My account." This does not apply to data related to the cooperation with GEUTEBRÜCK, where such data are also relevant to GEUTEBRÜCK for the execution of the business relationship with the customer (especially all order-related data). These data will only be erased when they are no longer required by GEUTEBRÜCK, in particular when any applicable retention periods have expired.

(4) For further information on the collection, processing and use of data, GEUTEBRÜCK refers to the Privacy Policy, which can be accessed in printable form at any time on the [geutebrueck.com](http://geutebrueck.com) website by clicking on the "Privacy policy" link.

### **19. Final Provisions**

(1) All agreements between the contracting parties with respect to the PURCHASED PRODUCT are contained in these Online GTCs, the order confirmation and the purchase contract. No other agreements exist. The general terms and conditions of the customer shall not apply and are not included. These Online GTCs apply exclusively, even if GEUTEBRÜCK carries out the delivery without reservation despite conditions conflicting with or deviating from these Online GTCs.

(2) Individually negotiated agreements with the customer in a specific case (including ancillary agreements, supplements and amendments) always take precedence over these Online GTCs - System. For the content of such agreements, a written contract or confirmation by GEUTEBRÜCK is authoritative, subject to evidence to the contrary.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of GEUTEBRÜCK. However, GEUTEBRÜCK is also entitled to take legal action against the customer at its general place of jurisdiction.

(4) The contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of any provisions in another legal system; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(5) Should any provision of these Online GTCs be invalid, this shall not affect the validity of these Online

GTCs as a whole, provided that it can be assumed that the contracting parties would have concluded the contract nevertheless.

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