

General terms and conditions for GEUTEBRÜCK product delivery

Geutebrück GmbH, Im Nassen 7-9, 53578 Windhagen ("GEUTEBRÜCK") develops and sells video security systems, which consist of different hardware and software ("PRODUCTS") based on the customer's request. The following GTC govern the sale, transfer and granting of rights for hardware and software in the relationship between GEUTEBRÜCK and the respective customer. The "General Support Conditions" additionally apply for support and services offered by GEUTEBRÜCK.

References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 1 Subject matter of the contract

- (1) GEUTEBRÜCK supplies the customer with the hardware specified in the order confirmation in the composition and quantity specified therein (hereinafter referred to as "HARDWARE"), together with delivery times and costs. GEUTEBRÜCK also supplies the customer with the GEUTEBRÜCK standard application or system software (hereinafter referred to as "SOFTWARE") together with the associated application description and grants the customer rights of use in accordance with § 3 of these GTC to the extent specified in the order confirmation. For additional services purchased by the customer and provided by GEUTEBRÜCK (hereinafter referred to as "SERVICES"), GEUTEBRÜCK's "General Support Conditions" will apply in addition. HARDWARE, SERVICES and SOFTWARE, including application descriptions, each individually and/or together form the "PURCHASE ITEM".
- (2) The SOFTWARE shall be delivered pre-installed on the HARDWARE or made available for download by means of electronic transmission ("DOWNLOAD"), unless otherwise agreed in the order confirmation. The SOFTWARE shall be delivered in object code version; the source code shall not be provided.
- (3) The contract between GEUTEBRÜCK and the customer is only concluded when the customer has received a written order confirmation from GEUTEBRÜCK, but at the latest upon delivery or DOWNLOAD of the PURCHASE ITEM. Until then, offers are subject to change. If the customer is a consumer within the meaning of §13 BGB, the contract between GEUTEBRÜCK and the customer is only concluded when the customer has received a written order confirmation from GEUTEBRÜCK, which can be expected within a period of four (4) weeks, but at the latest with the delivery or DOWNLOAD of the PURCHASE ITEM.
- (4) On the basis of these GTC, GEUTEBRÜCK does not owe the customer the installation of the PURCHASE ITEM, the technical operational readiness, the installation of the software on the customer's IT system, the provision of customization services in relation to the SOFTWARE (e.g. installation, implementation, configuration, customizing) or instruction or training if such SERVICES are not explicitly included in the order confirmation. If the customer wishes to arrange or have GEUTEBRÜCK provide such additional SERVICES, separate legal agreements must be concluded.
- (5) The agreed quality of the delivered HARDWARE and SOFTWARE is conclusively determined by the supplied product descriptions, the functionalities specified in the application descriptions and the information in the order confirmation.
- (6) The technical data, specifications, explanations of the functions and possible uses as well as other information in the product descriptions and application descriptions supplied are to be understood

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exclusively as a description of the quality within the meaning of § 434 (1) sentence 1 no. 1 BGB and not as an independent guarantee, quality or durability guarantee. The SERVICES are rendered with the care of a prudent businessman, without any specific success being owed.

- (7) Statements on the object of performance are only independent guarantee promises, quality or durability guarantees in the legal sense if they are made in writing by authorized representatives of GEUTEBRÜCK and are expressly and literally designated as "independent guarantee" or "durability" or "quality guarantee".

§ 2 Delivery; force majeure; transfer of risk

- (1) Delivery is ex works Windhagen (EXW Windhagen - Incoterms 2020). GEUTEBRÜCK reserves the right to determine the type of shipment, unless a specific type of shipment has been agreed. Provision by way of DOWNLOADS takes place at the storage location specified in the order confirmation.
- (2) The agreed delivery times and costs apply. Deadlines and dates for deliveries and services promised by GEUTEBRÜCK are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation, 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 that GEUTEBRÜCK cannot avert even if it takes reasonable care (in particular natural disasters, energy supply or operational disruptions, official intervention, strikes, pandemics or epidemics, war or other cases of force majeure) and is thus prevented from providing the service, the agreed delivery periods are extended by the duration of the hindrance and additionally by a reasonable start-up time after the hindrance has ceased. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, the customer may withdraw from the contract by immediate written declaration to GEUTEBRÜCK. If the provision of services becomes impossible for GEUTEBRÜCK in these cases of force majeure, GEUTEBRÜCK is released from its contractual obligations.
- (4) Unless otherwise agreed in the order confirmation, the PURCHASE ITEM shall be shipped at the Customer's expense. The risk of accidental loss and accidental deterioration of the PURCHASE ITEM shall pass to the Customer when the goods have been handed over to the forwarding agent, carrier or other third party designated to carry out the shipment. If the shipment or handover is delayed due to a circumstance caused by the customer, the risk is transferred to the customer from the day on which the PURCHASE ITEM is ready for shipment or made available for DOWNLOAD and GEUTEBRÜCK has notified the customer of this. In the case of a purchase of consumer goods, the risk of accidental loss and accidental deterioration of the PURCHASE ITEM shall only pass to the customer upon handover to the carrier if the customer has commissioned the carrier, freight forwarder or other person or institution designated to carry out the shipment to carry out the transportation and GEUTEBRÜCK has not previously notified the customer of this person or institution. At the customer's written request, transportation insurance will be taken out at the customer's expense. The transfer costs incurred by the customer for the DOWNLOAD of the SOFTWARE shall be borne by the customer.
- (5) GEUTEBRÜCK is only entitled to make partial deliveries if the goods delivered in a partial delivery can be of use to the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any significant additional work or costs as a result of the partial delivery, unless GEUTEBRÜCK agrees to bear these costs.

§ 3 Granting of rights

- (1) GEUTEBRÜCK grants the customer a simple (non-exclusive), transferable and permanent right which is geographically limited to the countries/regions specified in the order confirmation, to use the SOFTWARE for its intended purpose. The customer is not entitled to grant sublicenses.
- (2) The SOFTWARE may only be used simultaneously by the number of natural persons specified in the order confirmation and only in the type of use for which the customer has paid the remuneration in accordance with § 4 of these GTC.
- (3) The customer is not entitled to publicly reproduce, rent, lend or otherwise make the SOFTWARE temporarily accessible to third parties, whether by wireless or wired means, unless this is expressly agreed in the order confirmation or GEUTEBRÜCK has given its prior written consent. Third parties do not include the customer's employees or service providers who require access to the SOFTWARE in order to fulfill their contractual obligations.
- (4) Reproductions of the SOFTWARE are only permitted for its intended use. The customer is entitled to make a backup copy if this is necessary to secure future use. Furthermore, he is authorized to reproduce the software within the scope of a regular data backup in accordance with the state of the art. The application descriptions provided may only be reproduced to the extent that this is necessary for the intended use of the SOFTWARE.
- (5) The customer is only entitled to make changes, modifications or alterations to the SOFTWARE within the meaning of § 69c No. 2 UrhG (German Copyright Act) if this is necessary for the intended use of the SOFTWARE, including the elimination of an error in the SOFTWARE. However, the customer must first give GEUTEBRÜCK the opportunity to rectify the error before the customer or a third party commissioned by the customer rectifies the error. If GEUTEBRÜCK eliminates the error by providing or delivering a patch, bug fix, workaround, update or new release of the SOFTWARE, the provisions of this § 3 apply.
- (6) The customer is permitted to reproduce or decompile the SOFTWARE to establish interoperability with other programs within the framework of § 69e UrhG (German Copyright Act) under the conditions specified therein, if the additional condition is met that GEUTEBRÜCK has not provided the customer with the necessary data within a reasonable period of time following a written request. The customer shall treat the information obtained through decompilation or provided by GEUTEBRÜCK confidentially in accordance with § 9 (1) and (2) of these GTC system.
- (7) Copyright notices, serial numbers or labels may not be removed or changed from the HARDWARE, SOFTWARE or the application descriptions. Copies of the SOFTWARE or the application description made by the customer must be identified as such and provided with a copyright notice referring to GEUTEBRÜCK.
- (8) Any use beyond the scope agreed in these GTC system, in particular any use that exceeds the agreed maximum number of authorized users in accordance with section 3 of this § 3, is not permitted and requires additional rights to be granted by GEUTEBRÜCK.
- (9) For the purpose of reselling the PURCHASE ITEM to a third party, the Purchaser shall be entitled to transfer the right of use granted in accordance with § 3 (1) to (8) to the third party if the following conditions are cumulatively fulfilled:
 - (i) the customer transfers the right of use granted to him not only in part, but in its entirety, relinquishing any right of use of his own and only to the extent granted to the third party in accordance with sections 1 to 10 of this § 3, and
 - (ii) the customer hands over the SOFTWARE together with the HARDWARE and the application

descriptions provided to the third party, completely abandoning any use of the SOFTWARE by the customer and deleting all copies of the SOFTWARE made by the customer, and the customer immediately informs GEUTEBRÜCK in writing of the name and address of the third party, and

(iii) the customer has obligated the third party in writing to comply with the provisions of sections 1 to 10 of this § 3, has handed these over to the third party and provides GEUTEBRÜCK with suitable evidence of both or confirms this in writing.

- (10) For upgrades or new major releases of the SOFTWARE that the customer receives from GEUTEBRÜCK, the provisions of sections 1 to 9 of this § 3 apply in the same way, subject to a new regulation of the rights of use in the meantime.
- (11) The provisions in sections 1-10 shall apply accordingly to affiliated companies of the customer in which the customer holds the majority of shares or voting rights or which are majority-owned.

§ 4 Remuneration, terms of payment, retention of title

- (1) The customer is obliged to pay the remuneration agreed in the order confirmation.
- (2) The costs for the transportation of the PURCHASE ITEM and for any transport insurance requested by the Customer shall be borne by the Customer (cf. § 2 section 4).
- (3) All prices are ex works Windhagen (EXW Windhagen - Incoterms 2020), including packaging, plus the applicable statutory value added tax, unless otherwise agreed in the order confirmation.
- (4) Unless otherwise stipulated in the order confirmation, the agreed remuneration is due for payment within thirty (30) days of the invoice date. The deadline is the receipt of the payment amount by GEUTEBRÜCK.
- (5) GEUTEBRÜCK retains ownership of the PURCHASE ITEM supplied and any application descriptions provided in printed form until the agreed remuneration and all claims arising from the purchase of the PURCHASE ITEM have been paid in full. In the event of seizure of the PURCHASE ITEM by third parties or other interventions by third parties, the customer must draw attention to GEUTEBRÜCK's ownership and inform GEUTEBRÜCK immediately in writing so that GEUTEBRÜCK can enforce its ownership rights.

§ 5 Obligations of the customer

- (1) If no services for assembly and installation of the PURCHASE ITEM by GEUTEBRÜCK at the customer's premises have been agreed in the order confirmation, the customer shall install the PURCHASE ITEM itself in accordance with the assembly and installation instructions contained in the documentation (see § 1 section 4).
- (2) The customer shall observe the instructions for the operation of the HARDWARE and the SOFTWARE contained in the instructions.
- (3) The customer must inspect the PURCHASE ITEM for transport damage immediately after delivery. Any transport damage found must be documented immediately and reported to GEUTEBRÜCK in writing
- (4) If the customer is a merchant within the meaning of § 1 HGB (German Commercial Code), he must inspect the PURCHASE ITEM immediately upon receipt and give written notice of defects immediately upon their discovery. The assertion of rights and claims in the event of material defects in accordance with § 6 below presupposes that the customer fulfills his obligation to inspect and give notice of defects in accordance with § 377 HGB.

- (5) The customer shall grant GEUTEBRÜCK unhindered access to the PURCHASE ITEM for the purpose of rectifying any defects. At the request and expense of the customer - and insofar as this is possible on the system side - it can be agreed by separate order that defect rectification measures can also be carried out by GEUTEBRÜCK by means of remote maintenance. In this case, the customer shall create the necessary technical conditions for this at its own expense.
- (6) The Purchaser is obliged to sell the PURCHASE ITEM to third parties only to the extent defined in § 3.
- (7) Unless GEUTEBRÜCK has expressly assumed an obligation to back up data for the customer, the customer is responsible for backing up the data collected with the PURCHASE ITEM independently and regularly at its own expense.
- (8) When using the PURCHASE ITEM, the Customer shall be responsible for ensuring that all legal provisions, in particular all rules on data protection in accordance with the GDPR or other applicable rules, are complied with. If it has resold the PURCHASE ITEM to third parties, the Customer shall be responsible for obliging them to compliant use accordingly.

§ 6 Material defects

- (1) The statutory provisions shall apply to rights and claims in the event of material defects, unless otherwise stipulated in the following provisions in this § 6 and in § 8.
- (2) A material defect is given if the HARDWARE, the SOFTWARE or the application descriptions do not have the agreed quality according to § 1 section 5 and 6.
- (3) In the event of defects, GEUTEBRÜCK shall, at the customer's request and at its (GEUTEBRÜCK's) discretion, provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement), unless the customer is a consumer within the meaning of § 13 BGB (German Civil Code). In the event of material defects in the SOFTWARE, GEUTEBRÜCK is entitled to provide supplementary performance by delivering a bug fix, patch, update or new release of the SOFTWARE. If a new software version is delivered, the customer is obliged to tolerate the deletion or transfer of the defective SOFTWARE (§ 439 section 4 BGB).
- (4) The customer can demand a type of supplementary performance other than that chosen by GEUTEBRÜCK within a reasonable period of time if the type of supplementary performance chosen by GEUTEBRÜCK is unreasonable. GEUTEBRÜCK's rights in accordance with §§ 439 Section 3, 275 Section 2 and 3 BGB remain unaffected by this.
- (5) GEUTEBRÜCK is entitled to show the customer temporary workaround options and to rectify the defect later by delivering the next release of the SOFTWARE, provided this is reasonable for the customer. If GEUTEBRÜCK makes use of this right, this must be taken into account when determining the appropriateness of the period for subsequent performance in accordance with § 8 below.
- (6) The return of HARDWARE for subsequent performance within the limitation period for claims for defects must be made by the customer duty paid (Incoterms 2020-DDP). GEUTEBRÜCK shall return the replaced or repaired PRODUCTS ex works (Incoterms 2020-EXW). In addition, GEUTEBRÜCK is not obliged to install and set up the hardware/software system or to bear the costs incurred by the removal of the defective item, the transport and installation of the item delivered as a replacement or the retrieval of the SOFTWARE provided for DOWNLOAD as part of the delivery of a defect-free item or SOFTWARE, unless the customer is a consumer within the meaning of § 13 BGB. This applies even if GEUTEBRÜCK provides these services free of charge on a one-off or recurring basis. The provision of services free of charge does not constitute a waiver of future claims for these costs.

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- (7) The customer shall comply with the instructions given to him by GEUTEBRÜCK by telephone, in writing or electronically as part of the supplementary performance. GEUTEBRÜCK may issue such instructions to the customer, in particular with regard to the installation of patches, bug fixes, updates or new releases of the SOFTWARE provided for the purpose of supplementary performance and to demonstrate temporary workarounds.
- (8) If the customer sets GEUTEBRÜCK a reasonable deadline for supplementary performance and the supplementary performance fails within this deadline, the customer is entitled to the further rights to reduce the price or, at its discretion, to withdraw from the contract and, if GEUTEBRÜCK is responsible for the defect, to claim damages instead of performance or compensation for futile expenses within the scope of the agreed limitations of liability in accordance with § 284 BGB. However, the customer is only entitled to withdraw from the contract and to claim compensation instead of the entire service in the event of significant defects. The setting of a grace period, the declaration of withdrawal and the assertion of damages in lieu of performance must be made in writing in order to be effective. There is no need for the customer to set a deadline if GEUTEBRÜCK seriously and definitively refuses performance or if circumstances exist that justify the immediate assertion of the claim for damages after weighing up the interests of both parties (§ 281 Section 2 BGB), or if GEUTEBRÜCK does not perform the service by a date or within a period specified in the contract, although the timely and punctual performance is essential for the customer according to a notification from the customer to GEUTEBRÜCK before conclusion of the contract or due to other circumstances accompanying the conclusion of the contract or in the case of a service not provided in accordance with the contract, special circumstances exist which justify the immediate withdrawal from the contract after weighing the interests of both parties (§ 323 section 2 BGB), or if GEUTEBRÜCK refuses both types of subsequent performance in accordance with § 439 Section 4 BGB or if the type of subsequent performance to which the customer is entitled has failed or is unreasonable for the customer (§ 440 BGB). Rectification is deemed to have failed after the second unsuccessful attempt unless otherwise indicated the nature of the item or the defect or other circumstances.
- (9) If an error analysis in connection with defects reported by the customer reveals that the customer has no claims or rights due to defects, GEUTEBRÜCK is entitled to charge the customer for the costs incurred in the investigation in accordance with GEUTEBRÜCK's current price list, provided that the customer has recognized or negligently failed to recognize that there is no defect, but that the cause of the defect for which he is complaining originates from his own sphere of responsibility.
- (10) GEUTEBRÜCK's warranty is excluded if processing or modifications to the PURCHASE ITEM have been carried out by the customer or by third parties commissioned by the customer, unless the customer can prove that the defects that have occurred are not attributable to this.
- (11) The Buyer's claims for defects shall become time-barred after twenty-four (24) months. The limitation period shall commence upon delivery of the PURCHASE ITEM. Excluded from this are claims for defects by consumers as well as claims for damages due to injury to life, limb or health and/or claims for damages due to grossly negligent or intentionally caused damage by GEUTEBRÜCK, fraudulent concealment of a defect, claims for restitution in rem within the meaning of § 438 section 1 no. 1 BGB, claims under the Product Liability Act and the assumption of a quality guarantee. In this respect, the statutory limitation periods shall apply. However, in the case of the assumption of a guarantee, this shall only apply unless otherwise stated in the respective guarantee agreement.
- (12) Irrespective of the limitation period of 24 months, the warranty for devices with movable wearing parts is limited to the respective limit values of the running times of the wearing parts concerned specified in the manuals. If the limit values for the service life are less than 24 months, the limitation period in these cases is limited to the specified limit value.

- (13) The limitation periods of the preceding section shall apply accordingly to the provision of a new major release. The limitation periods for claims due to defects in the HARDWARE shall remain unaffected by this and, in particular, shall not be restarted or extended by the provision of new releases.
- (14) In the event that a loan device is provided by GEUTEBRÜCK as part of a repair, GEUTEBRÜCK's "General Support Conditions" apply in addition to these GTC.

§ 7 Defects of title

- (1) The statutory provisions shall apply to the rights and claims of the customer in the event of defects of title, unless otherwise stipulated in the following provisions in this § 7 and in § 8.
- (2) A defect of title exists if the rights required for the contractual use of the PURCHASE ITEM are not effectively granted to the customer.
- (3) If a third party asserts an infringement of property rights by the SOFTWARE against the Customer, the Customer shall
- (i) immediately inform GEUTEBRÜCK in writing,
 - (ii) authorize GEUTEBRÜCK to conduct the legal dispute and settlement negotiations with the third party at its own expense and as far as possible alone and to take legal action only with GEUTEBRÜCK's consent, and
 - (iii) provide GEUTEBRÜCK with all reasonable support and with the necessary information and documents available to the customer and with the necessary powers of attorney.
- (4) In the event that the rights of third parties are infringed by the SOFTWARE, GEUTEBRÜCK shall, at its discretion, provide supplementary performance in that GEUTEBRÜCK
- (i) acquires for the customer a right of use sufficient for the purposes of the contract to continue using the SOFTWARE, or
 - (ii) modifies the SOFTWARE in such a way that it is no longer infringing - with the same performance - and the contractual scope of functions is retained for the customer, or
 - (iii) replaces the SOFTWARE with other software which is equivalent for the customer with regard to the agreed quality of the SOFTWARE, provides a corresponding performance and does not result in any significant disadvantages for the customer, or
 - (iv) supplies a new major release, the contractual use of which does not infringe any third-party property rights, which contains the same range of functions as the previous version and the adoption of which is reasonable for the customer and does not lead to significant disadvantages for the customer.

In the cases of sentence 1 Alt. (ii) to (iv), the customer is obliged to tolerate the deletion or transfer of the SOFTWARE with defects of title (§ 439 section 4 BGB).

- (5) In all other respects, the provisions on material defects in § 6 (6), (7), (8), (10) and (11) shall apply accordingly in the event of defects of title.

§ 8 Limitations of liability

- (1) GEUTEBRÜCK is liable - regardless of the legal grounds - for claims for damages or claims for reimbursement of futile expenses within the meaning of § 284 BGB in accordance with the following provisions in sections 2 to 7 limited.
- (2) GEUTEBRÜCK is liable without limitation in accordance with the statutory provisions for damages resulting from injury to life, limb or health, for damages caused by intent or gross negligence, as well as for damages that fall within the scope of protection of a guarantee, quality or durability guarantee given by GEUTEBRÜCK, unless otherwise stated in the respective guarantee agreement.
- (3) GEUTEBRÜCK is liable for damages other than those mentioned in section 2, which are based on a slightly negligent breach of essential contractual obligations (cardinal obligations), limited to compensation for the foreseeable damage typical for the contract. Essential contractual obligations within the meaning of sentence 1 are those obligations whose breach jeopardizes the achievement of the purpose of the contract, whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.
- (4) Liability pursuant to section 3 is limited to a total amount of EUR 10 million.
- (5) In addition, any further liability for damages other than those mentioned in section 2, which are based on a slightly negligent breach of obligations other than those mentioned in section 3, is excluded.
- (6) Liability under the Product Liability Act remains unaffected.
- (7) The above limitations of liability also apply with regard to the personal liability of employees, vicarious agents, legal representatives and organs of GEUTEBRÜCK.
- (8) GEUTEBRÜCK is in no way liable for the non-legally compliant use of its PRODUCTS by the customer or other third parties, in particular if this type of use violates applicable data protection rules or security regulations. Should GEUTEBRÜCK be held liable by third parties for such a breach, the customer shall indemnify GEUTEBRÜCK against all resulting damages or claims by third parties.

§ 9 Confidentiality, data protection

- (1) The contracting parties undertake to treat as confidential for an unlimited period of time all information or objects representing business or trade secrets or designated as confidential ("CONFIDENTIAL INFORMATION") that are transmitted or disclosed by the other contracting party in the course of the initiation or performance of the contract and to use them only for the purpose of performing the contract. The contracting parties shall secure this CONFIDENTIAL INFORMATION in such a way that access by unauthorized third parties is excluded. This shall not affect the Purchaser's right to pass on the PURCHASE ITEM.
- (2) The CONFIDENTIAL INFORMATION shall include in particular all information on technical details of the PURCHASE ITEM referred to in § 1 (1). The Purchaser shall only make such CONFIDENTIAL INFORMATION available to employees and other third parties who require it to perform their duties towards the Purchaser. The Customer shall instruct employees and third parties who have authorized access to the CONFIDENTIAL INFORMATION about their duty of confidentiality and shall obligate these persons in writing to maintain confidentiality and to use the CONFIDENTIAL INFORMATION only to the aforementioned extent, unless the respective persons are already obligated to maintain confidentiality to the aforementioned extent for another legal reason.

- (3) The above confidentiality obligations shall not apply to CONFIDENTIAL INFORMATION of a contracting party which
- (i) is already publicly known at the time of its transmission or
 - (ii) becomes publicly known after its transmission by the disclosing Party through no fault of the receiving Party, or
 - (iii) was already in the lawful possession of the receiving Party at the time of its transmission by the disclosing Party, or
 - (iv) has been lawfully communicated to it by a third party after its communication by the disclosing Party without restriction as to confidentiality or use; or
 - (v) was developed by the receiving Party without using the CONFIDENTIAL INFORMATION, or
 - (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party promptly notifies the disclosing Party in writing prior to disclosure and assists the disclosing Party in preventing disclosure by taking legal action.
- (4) GEUTEBRÜCK shall comply with all relevant statutory data protection regulations and shall oblige its employees or other vicarious agents to also comply with these regulations before commencing their activities in accordance with § 5 BDSG.

§ 10 Export / Import regulations

- (1) The Purchaser is obliged to comply with the export and import regulations applicable to the PURCHASE ITEM, which 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 from other relevant legal regulations or other public law provisions applicable to the Purchaser.
- (2) The Customer warrants that it will not export, re-export or transfer the PURCHASE ITEM either directly or indirectly in violation of export or import regulations. The contracting parties shall support each other with regard to compliance with export/import regulations.

§ 11 Offsetting, right of retention

- (1) The customer can only offset GEUTEBRÜCK's claims with counterclaims that are undisputed, legally established or ready for decision and are based on the same contractual relationship.
- (2) The customer shall only be authorized to exercise a right of retention to the extent that the counterclaim on which it bases the right of retention is undisputed, legally established or ready for decision and is based on the same contractual relationship.

§12 Supplementary provisions for use of the GEUTEBRÜCK online store

The customer can also purchase the products via the GEUTEBRÜCK online portal at <https://portal.geutebrueck.com>. The following supplementary provisions apply in addition to the other provisions of these GTC for the sale, transfer and granting of rights to GEUTEBRÜCK products via the GEUTEBRÜCK online portal in the relationship between GEUTEBRÜCK and the respective customer.

These additional provisions only apply if the customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

§ 12.1 Account

- (1) The customer will receive a partner account for the GEUTEBRÜCK online portal upon request and after corresponding invitation and approval from GEUTEBRÜCK. The creation of a partner account is at the sole discretion of GEUTEBRÜCK. Data required for the registration of an interested party for a partner account is stored by GEUTEBRÜCK for the purpose of simplifying the ordering process. GEUTEBRÜCK registers users at the request of the customer. GEUTEBRÜCK is not obliged to accept the registration or the order of a registered customer. Furthermore, GEUTEBRÜCK is not obliged to keep the offer permanently available. Orders already confirmed via order confirmation remain unaffected.
- (2) If a customer - for whatever reason - does not have access to the GEUTEBRÜCK online portal, he can still order HARDWARE, SERVICES and/or SOFTWARE from GEUTEBRÜCK in writing, by e-mail or fax.

§ 12.2 Conclusion of contract

- (1) The presentation of the HARDWARE and SOFTWARE and the granting of the option to order via the GEUTEBRÜCK online portal does not constitute a binding purchase offer 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 using the "add to cart" button. The customer submits a binding request to purchase the goods in the shopping cart by clicking on the "Order with obligation to pay" button. Before submitting the order, the customer can change and view the data at any time. However, the application can only be submitted and transmitted if the customer has accepted these general terms and conditions by selecting the checkbox "Accept terms and conditions" and thereby included them in his application.
- (3) The registered user who places an order from the customer must ensure that he is authorized to place orders with GEUTEBRÜCK in the internal relationship with the customer. GEUTEBRÜCK is not obliged to check this authorization.
- (4) GEUTEBRÜCK then sends the customer an automatic confirmation of receipt by e-mail, in which the customer's order is listed and which the customer can print out using the "Print" function. The automatic confirmation of receipt merely documents that the customer's order has been received by GEUTEBRÜCK and does not constitute acceptance of the order. The contract is only concluded when GEUTEBRÜCK issues a declaration of acceptance in the form of an order confirmation, which is sent in a separate e-mail. In this e-mail or in a separate e-mail, but at the latest upon delivery of the PURCHASE ITEM, the contract text consisting of the order confirmation is sent to the customer by GEUTEBRÜCK on a permanent data carrier (e-mail or paper printout) (contract confirmation). If licenses are activated as part of the purchase of SOFTWARE, the application is accepted by GEUTEBRÜCK by sending a license key by e-mail or providing an activation right (entitlement) in the GEUTEBRÜCK license portal, with which the customer can activate the delivered licenses independently.

§ 12.3 Storage option / contract text / customer data

- (1) The customer can view these GTC and the other conditions referred to herein on the geutebrueck.com website under "GTC". He can also print or save this document by using the usual function of his internet service program. He can also download and archive this document as a PDF file.
- (2) If the customer orders the PURCHASE ITEM online via the GEUTEBRÜCK partner area, he can also archive the data of his order by printing or saving the automatic confirmation of receipt, which he automatically receives via e-mail to the e-mail address provided by him after completing his order and which contains the data of his order.
- (3) If the customer orders SOFTWARE and/or HARDWARE online via the GEUTEBRÜCK partner area, the order data is stored by GEUTEBRÜCK but cannot be accessed directly by the customer for security reasons. Via the password-protected access to his partner account ("My Account"), the customer has the option of viewing the data on his completed, open and recently dispatched orders if the appropriate rights are granted during registration. GEUTEBRÜCK provides this information without guarantee.
- (4) The backup of data stored in the partner account is not part of GEUTEBRÜCK's scope of services, but is the responsibility of the customer, unless otherwise agreed. The customer is responsible for backing up all data. GEUTEBRÜCK recommends making the necessary backup copies of files and programs etc. and additionally backing up all data on external data carriers.

§ 12.4 Copyrights 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, brands, logos and other company trademarks) and the PURCHASE ITEMS sold there belong to GEUTEBRÜCK or its partners. Any use without the prior express consent of GEUTEBRÜCK is not permitted.

§ 12.5 Notes on data processing

- (5) GEUTEBRÜCK collects customer data as part of the processing of contracts. GEUTEBRÜCK complies in particular with the provisions of the GDPR, the Federal Data Protection Act and the Digital Services Act. Without the customer's consent, GEUTEBRÜCK will only collect, process or use the customer's personal inventory and usage data if this is necessary for entering into and processing the contractual relationship and for the use of digital services.
- (6) In order to deliver the PURCHASE ITEM ordered by the customer, GEUTEBRÜCK shall - where necessary - pass on the customer's data to the commissioned shipping company, insofar as this is required for delivery.
- (7) If the customer uses a partner account on the GEUTEBRÜCK online portal, he can retrieve, change or delete the data entered at any time under the menu item User administration/My account. This does not apply to data that is related to the cooperation, to requested, commissioned or concluded purchase contracts with GEUTEBRÜCK and which is therefore also relevant for GEUTEBRÜCK for the processing of the business relationship with the customer (in particular all data relating to orders). This data is only deleted when it is no longer required by GEUTEBRÜCK, in particular when any applicable retention periods have expired.
- (8) For further information on data collection, processing and use, GEUTEBRÜCK refers to the data protection declaration, which can be accessed in printable form at any time on the website www.geutebrueck.com via the "Data protection" button.

§ 13 Temporal validity of these GTC; amendments

- (1) These GTC shall also apply to future purchases by the Customer, even without a renewed reference to their inclusion, until they are replaced by a new version in accordance with section 2 of this § 13.
- (2) GEUTEBRÜCK is entitled to amend these GTC for future purchases at any time. The amendments become effective upon their inclusion, replace the respective previous version and apply after their inclusion to all future purchases of the customer in accordance with section 1 of this § 13.

§ 14 Final provisions

- (1) All agreements between the contracting parties regarding the PURCHASE ITEM are contained in these GTC and in the order confirmation. There are no further agreements unless explicit reference is made to the supplementary validity of these GTC. The customer's general terms and conditions shall not apply and shall not be included.
- (2) 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 any disputes arising from and in connection with this contract is GEUTEBRÜCK's place of business. However, GEUTEBRÜCK is also entitled, at its discretion, to sue the customer at his general place of jurisdiction.
- (3) The contract is subject to the law of the Federal Republic of Germany to the exclusion of legal norms that refer to another legal system; the application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- (4) Should any provision of these GTC be invalid, this shall not affect the validity of the remaining provisions of these GTC if it can be assumed that the contracting parties would nevertheless have concluded the contract. In place of the invalid provision, a provision shall be deemed to have been agreed that corresponds to the statutory provision. If the contracting parties have overlooked a point in the contractual provision that requires regulation, the provision shall be deemed to have been agreed that they would have agreed, taking into account the interests of both parties, had they been aware of the missing regulation in the contract.