

General Terms and Conditions of DASYM GmbH

The following terms and conditions (GTC) apply to all deliveries and services including any consulting services provided by DASYM GmbH (hereinafter referred to as DASYM).

Any terms and conditions of the Customer (AG) that contradict or deviate from the DASYM GTC shall not apply unless DASYM has expressly agreed to their validity in writing. They shall also not apply if DASYM carries out the Customer's services without reservation in the knowledge that the Customer's terms and conditions contradict or deviate from DASYM's GTC. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed upon again.

1. Offers and samples
 - 1.1 DASYM's offers to conclude a contract for the provision of deliveries and services, including any consulting services, are subject to change and non-binding until the contract is concluded, unless they are expressly marked as binding or contain a specific acceptance period. DASYM can accept orders or contracts within fourteen days of receipt.
 - 1.2 The legal relationship between DASYM and the OP shall be governed solely by the written purchase contract, including these General Terms and Conditions. This fully reflects all agreements between the contractual parties regarding the subject matter of the contract. Oral promises made by DASYM prior to the conclusion of this contract are not legally binding and oral agreements between the parties to the contract shall be replaced by the written contract, unless it is expressly stated that they continue to be binding.
 - 1.3 Supplements and amendments to the agreement reached, including these General Terms and Conditions of Business, must be in writing to be effective. The written form shall be deemed to have been observed if it is transmitted by telecommunication, in particular by fax or e-mail, provided that a copy of the signed declaration is transmitted.
 - 1.4 DASYM reserves the right of ownership and copyright as well as patent and utility model rights to the information and documentation of any kind contained in or provided with the offer. Upon request by DASYM, the offer documents must be returned or destroyed by the OP.
2. Duties of cooperation of the AG
 - 2.1 The CL is obligated to provide DASYM with all the framework, documentation, information and data required for the provision of deliveries and services, including any consulting services, and which are determined based on the scope of delivery or service, in a timely and complete manner. DASYM shall not be obliged to check the documentation, information and data provided to it for freedom from defects prior to commencement of the service provision.
 - 2.2 The CL shall additionally store the documentation, information and data provided to DASYM on its premises so that they can be reconstructed in the event of damage or loss.

2.3 If the CL does not comply with its obligations as stated in paragraphs 2.1 and 2.2, DASYM shall be charged separately for any expenses and losses incurred.

3. Prices

3.1 The prices are EURO net cash plus the statutory value added tax and other country-specific taxes applicable at the time of invoicing. Unless otherwise agreed, they include DASYM EXW (excluding packaging, freight, insurance and customs duties etc.).

3.2 Insofar as the CL is liable for taxes or duties on the services provided by DASYM, DASYM shall be exempted from these taxes and duties by the CL.

4. Terms of payment

4.1. The following applies to payments:

In case of delivery without assembly/commissioning by us (order value less than 25.000,-€) or in case of pure services:

100% after completion and invoicing

For delivery without assembly/commissioning by us (order value from 25.000,-€):

30 % cash with order

30 % down payment upon completion of the project planning

40 % pro rata upon delivery or notification of readiness for dispatch

For delivery with assembly/commissioning by us:

30 % cash with order

30 % down payment upon completion of the project planning

30 % pro rata upon delivery or notification of readiness for dispatch.

10 % pro rata after acceptance, at the latest 90 days after delivery or notification of readiness for dispatch.

DASYM is entitled to make partial deliveries and partial invoices.

4.2. Payment for DASYM services is due immediately upon receipt of the invoice by the CL. The payment period is 14 days net after invoicing, unless otherwise agreed. The receipt of payment by DASYM shall be decisive for the timeliness of payments of all types. If the CL does not make payment when due, the outstanding amounts shall bear interest of 8% from the due date. The assertion of higher interest and further damages in the event of default shall remain unaffected.

4.3. The offsetting of counterclaims of the customer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established.

4.4 DASYM shall be entitled to carry out or provide outstanding deliveries or services only against prepayment or security if, after conclusion of the contract, circumstances become known that are likely to significantly reduce the creditworthiness of the Customer and that endanger the payment of DASYM's outstanding receivables by the Customer from the respective contractual relationship (including from other individual orders to which the

same framework agreement applies).

- 4.5. Costs of payment transactions shall be borne by the OP.
5. Processing and delivery times
 - 5.1 The processing or delivery time begins after confirmation of the CL's order by DASYM, but not before receipt of all information from the CL required for processing the order or an agreed advance payment.
 - 5.2. Deadlines and dates announced by DASYM for deliveries and services are always approximate, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport. DASYM can - without prejudice to its rights arising from default on the part of the Customer - demand an extension of delivery and service deadlines or a postponement of delivery and service dates by the period of time in which the Customer does not fulfil his contractual obligations to DASYM.
 - 5.3 If the CL is in default of acceptance, DASYM is entitled to demand compensation for the resulting damage and any additional expenses. For the duration of the delay, the CL shall bear at least the storage and financing costs incurred by DASYM. The same shall apply if the CL has culpably violated cooperation obligations and processing has been delayed as a result. The assertion of further claims for damages shall remain unaffected.
6. Place of performance: dispatch and transfer of risk
 - 6.1 The place of performance for both contractual partners is the registered office of DASYM.
 - 6.2 Delivery by DASYM is EXW, unless otherwise expressly agreed in writing. If DASYM or a representative of DASYM carries out the transport or service, this shall be done on behalf of the CL.
 - 6.3. If dispatch is delayed due to circumstances for which DASYM is not responsible, the risk shall be transferred to the CL from the day of readiness for dispatch.
7. Rights of use and industrial property rights

The AG shall receive the right to use the work results of DASYM in accordance with the contract if the AG duly fulfils his contractual obligations. All copyrights, patents or other industrial property rights shall remain with DASYM, unless otherwise expressly agreed in writing. Insofar as DASYM develops inventions that are eligible for protection within the scope of the contract, DASYM shall grant the OP a non-exclusive right of use on preferential terms.
8. Liability for defects
 - 8.1 The warranty period is one year from delivery or, if acceptance is required, from acceptance.

- 8.2 The delivered items must be carefully examined immediately after delivery to the customer or to the third party designated by the customer. With regard to obvious defects or other defects that would have been recognisable in an immediate, careful inspection, they shall be considered as approved by the Customer if DASYM does not receive a written notice of defects within seven working days after delivery. With regard to other defects, the delivery items shall be considered approved by the Customer if DASYM does not receive the notification of defects within seven working days after the time at which the defect became apparent; if the defect was already apparent to the Customer at an earlier time during normal use, this earlier time shall, however, be decisive for the start of the notification period. At the request of DASYM, a delivery item that is the subject of complaint shall be returned to DASYM carriage paid. In the event of a justified complaint, the Seller shall reimburse the costs of the cheapest shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.
- 8.3 In the event of material defects of the delivered items, DASYM shall be obliged and entitled to choose between repair or replacement within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the Customer may withdraw from the contract or reduce the purchase price appropriately.
- 8.4 If a defect is due to the fault of the Seller, the Client may claim damages under the conditions set out in § 8.
- 8.5 In the event of defects in components from other manufacturers, which the seller is unable to eliminate for reasons of licensing law or fact, DASYM shall, at its own discretion, either assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. Warranty claims against DASYM shall only exist for such defects under the other conditions and in accordance with these General Terms and Conditions if the legal enforcement of the above-mentioned claims against the manufacturer and supplier was unsuccessful or, for example, due to insolvency, is futile. For the duration of the legal dispute, the statute of limitations of the Customer's warranty claims against DASYM is suspended.
- 8.6 The warranty shall not apply if the Customer modifies the delivery item or has it modified by third parties without the consent of DASYM and the elimination of the defect becomes impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of rectifying the defect resulting from the modification.
- 8.7 The terms used in the individual contract and its appendices (in particular in the descriptions of the scope of delivery and performance, in specifications of properties and technical data) as well as all terms possibly used in this context (in particular "warranted properties", "guaranteed performance", "guarantee", "guarantee values" etc.) are not to be understood as quality guarantees in the sense of §§ 443, 444 or 639 BGB (German Civil Code). All agreements made in the individual contract and its appendices always represent a description of the agreed quality and performance characteristics, without this constituting a guarantee of quality within the meaning of the aforementioned legal provisions.
- 8.8 Any delivery of used objects agreed with the customer in individual cases shall be effected to the exclusion of any warranty for material defects.

9. Liability

- 9.1. Notwithstanding any other contractual provisions to the contrary, DASYM and its vicarious agents and assistants shall be liable as follows, regardless of the legal grounds (e.g. breach of duty, defects, delay, tort, claim for indemnity, infringement of property rights)

DASYM shall only be liable for culpably caused damage to property and/or personal injury, whereby liability is excluded in the case of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, provided that it is not a matter of a breach of essential contractual obligations. Essential contractual obligations are the obligation to deliver and install the delivery item on time, its freedom from defects which impair its function, ability or usability more than only insignificantly, as well as consulting, protection and custody obligations which are intended to enable the customer to use the delivery item in accordance with the contract or which are intended to protect the life or limb of the customer's personnel or to protect its property from considerable damage.

- 9.2 DASYM shall be liable for property damage (according to the current cover sum of its product liability insurance or liability insurance) for simple negligence for a net individual order value of:

up to 50,000 € up to a maximum of 100,000 € per claim, but not exceeding 250,000 € per individual order;

over €50,000 and up to €250,000 up to a maximum of €200,000 per claim, but not exceeding €500,000 per individual order;

over € 250,000 and up to € 1 million up to a maximum of the net individual order value per claim, but not exceeding € 1.5 million per individual order;

over € 1.0 million up to a maximum of the net individual order value per claim, but not exceeding € 2.0 million per individual order.

Claims for damages instead of performance in accordance with §§ 280 III, 281 BGB (covering transaction) as well as claims for reimbursement of expenses in accordance with §§ 284 and 637 BGB (self-execution) are limited to a maximum of 10% of the net individual order value.

DASYM shall not be liable for loss of profit, loss of revenue, loss of use, loss of production, cost of capital or costs associated with business interruption, loss of anticipated savings or for indirect or consequential damages or losses of any kind.

The total liability of DASYM for all damages or losses or costs in connection with the individual contract is limited to 15% of the net order value; the liability for damages according to clause 2 remains unaffected.

The above limitations of liability shall not apply if DASYM is compulsorily liable, e.g. due to intent or gross negligence, for damages resulting from injury to life, body or health or according to the Product Liability Act.

In the event of property damage and personal injury to third parties for which DASYM is responsible, DASYM shall indemnify the OP from third party claims to the extent of the above-mentioned liability limitations, if and insofar as the OP notifies DASYM in writing of the claims asserted by the third party, does not acknowledge an infringement and DASYM reserves the right to all defensive measures and settlement negotiations.

10. Force majeure

Events of force majeure, such as but not limited to war, riots, epidemics, fire, flood, storms, strikes, lock-outs, sovereign acts such as embargos, import and export restrictions and other circumstances for which DASYM or AG is not responsible, release the parties from their performance obligations for the duration of the disturbance and for the scope of their effect. Both parties are obligated to provide the necessary information immediately within the scope of what is reasonable and to adjust their obligations to the required circumstances in good faith. In the event of force majeure lasting for more than 3 months without interruption or together for more than 6 months, the parties shall reach an amicable settlement with regard to the affected individual contracts.

11. Reservation of title

The deliveries and services (reserved goods) remain the property of DASYM until all claims against the OP arising from the respective individual contract have been fulfilled. In the event of processing, combining or mixing with other objects not belonging to DASYM, DASYM shall acquire co-ownership of the newly created object in the ratio of the invoice value of the reserved goods to the purchase value of the new object. The OP is entitled to resell the reserved goods or the products manufactured from them in the course of normal business operations. The AG hereby assigns by way of security the claims arising from the resale against a third party, including all ancillary rights, to DASYM until all claims to DASYM against the AG have been settled in full, without the need for a special agreement in individual cases.

12. Export Control

12.1. AG and DASYM are obliged to comply with all foreign trade regulations. In particular, in the event of export, the AG shall not export or transfer the delivery item or service without the necessary permits in accordance with the regulations of the USA, the EU, Germany and, if applicable, other countries or in contravention of a ban. DASYM may withdraw from the individual contract if the country of destination is Afghanistan, Iran, Myanmar (Burma), North Korea, Syria, Somalia or Sudan.

12.2 If DASYM itself is contractually obliged to export/transfer, the following shall apply:

The CL shall immediately provide DASYM with all documents and information that DASYM requires to check export prohibitions, export restrictions and related approval procedures.

DASYM is entitled to the issue and delivery of an End-User Certificate (EVE) by the end user, regardless of whether listed goods are affected. The EVE must comply with the standards of the export control authorities.

Until these claims are met, DASYM is not obliged to provide contractual deliveries and services. Other rights of retention or rights to refuse performance are not affected by this.

DASYM undertakes to inform the Customer of any unsolicited changes in the technical properties of the product or changes in legal regulations that affect

or prevent worldwide export.

13. Rights of withdrawal

DASYM can withdraw from the individual contract if

(a) goods, services or know-how are or will be intended, even potentially, for use by armed forces, civil nuclear use or use in connection with means of mass destruction. In this respect, factual evidence is sufficient. Means of mass destruction are all nuclear, biological and chemical weapons, including their delivery systems;

(b) a prohibited or unauthorised export or embargo violation cannot reasonably be excluded;

(c) the recipient, buyer, intermediary, end-user or other person involved in the transaction is on an official embargo or US person list;

(d) the competent authority refuses or revokes a required export authorisation or has not granted an export authorisation within a period of 2 months after the agreed date of delivery;

e) does not provide the CL within a reasonable period of time set by DASYM with sufficient documents and information required by DASYM to check export prohibitions, export restrictions and related approval procedures.

14. Secrecy

The Customer shall treat all knowledge about DASYM, its operation and information of any kind from the sphere of DASYM confidentially and shall not pass it on to third parties. This does not include information already publicly known about DASYM or its work.

15. Place of performance / applicable law / place of jurisdiction

15.1 The relationship between the AG and DASYM shall be governed exclusively by German law to the exclusion of private international law. The legal place of performance for the services to be provided by DASYM is the company's headquarters.

15.2 For all disputes arising directly or indirectly from the relationship between the AG and DASYM, the court of jurisdiction shall be exclusively the competent court at the location of DASYM's headquarters, unless other courts of jurisdiction are mandatory.

16. Miscellaneous

16.1 In the event that individual provisions are invalid, the remaining provisions shall remain legally binding. Invalid provisions shall be replaced by such provisions which come closest to the economic purpose of the contract while adequately safeguarding the interests of both parties.

16.2 In accordance with §33 of the Federal Data Protection Act, the AG is informed that DASYM stores its data using EDP systems.