

## General Terms and Conditions of Sale and Delivery (GTC)

### § 1 Scope

(1) These Terms and Conditions of Sale of TESTING Bluhm & Feuerherdt GmbH, Motzener Straße 26 b, 12277 Berlin, HRB 44 273 B AG Charlottenburg (hereinafter referred to as "TESTING") shall apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) BGB (hereinafter referred to as "Customer"). We shall only recognize terms and conditions of the Customer that conflict with or deviate from our terms and conditions of sale if we expressly agree to their validity in writing.

(2) These Terms and Conditions of Sale shall also apply to all future transactions with the Customer, insofar as they are legal transactions of a related nature.

### § 2 Offers, conclusion of the contract

(1) Our offers are subject to change. The documents enclosed with our offers, such as drawings, illustrations and descriptions, are only approximately authoritative and sample representations, unless they are expressly designated as binding or contain a specific acceptance period.

(2) The customer's order is a binding offer. We can accept this offer within two weeks at our discretion by sending an order confirmation (also in text format; e.g. e-mail, fax) or by sending the ordered goods to the delivery address of the customer.

(3) The order must contain complete and unambiguous order details (quantity, item description). We accept no liability for inaccurate or contradictory information. Any additional costs incurred as a result shall be borne by the customer.

(4) Cancellation of the order by the Customer can only be made in text format (e.g. e-mail, fax) before the acceptance of the offer by TESTING according to paragraph 2, after the acceptance of the offer, however, only with the consent of TESTING. Any costs incurred with the order shall be borne by the Customer.

(5) The Seller retains ownership or copyright of all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and auxiliaries made available to the Customer. The Customer may not make these items available to third parties, either as such or in terms of content, disclose them, use them itself or through third parties, or reproduce them without the express consent of the Seller. At the request of the Seller, he shall return these items to the Seller in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided representations for the purpose of usual data backup.

(6) The legal relationship between the Seller and the Customer shall be governed solely by the written purchase contract, including these General Terms and Conditions of Sale and Delivery. This shall entirely reflect all agreements between the contracting parties on the subject matter of the contract. Verbal promises made by the Seller prior to the conclusion of this contract shall not be legally binding and verbal agreements of the contracting parties shall be replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.

(7) Supplements and amendments to the agreements made must be in writing to be effective. With the exception of managing directors or authorized signatories, employees of the Seller are not entitled to make verbal agreements deviating from the written agreement. Telecommunication, in particular fax or e-mail, shall be sufficient to comply with the written form, provided that a copy of the signed declaration is transmitted.

### § 3 Prices and payments

(1) Our prices are shown as net prices in EUR excluding VAT. Our prices are ex works plus packaging, unless otherwise stated in the order confirmation.

(2) Payment of the purchase price shall be made exclusively to the designated account.

(3) The minimum order value is € 120.00 plus the applicable sales tax.

(4) Insofar as no fixed price agreement has been made and delivery is to take place more than four months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply.

(5) If payment in foreign currency is agreed, changes in the exchange rate shall be borne by the customer.

(6) Packaging and freight costs shall be invoiced additionally. Returnable packaging, reusable packaging and returnable pallets remain our property and must be returned in perfect condition with the next delivery. If the return does not take place within one month since delivery, we charge the cost price.

(7) The Customer is obliged to pay the contractually agreed remuneration within fourteen days of receipt of the invoice without any deductions by transfer to one of our accounts. Deviating payment methods or payment targets require a separate agreement.

(8) If the payment deadline is exceeded, default shall occur without reminder. In this event of default, we shall be entitled - without prejudice to other statutory claims - to demand interest on arrears in the amount of 9 percentage points above the respective base interest rate of the European Central Bank p.a., without the need for a reminder. Upon occurrence of the default, we are entitled to demand a lump sum in the amount of 40 EUR. Insofar as we can prove a higher damage caused by delay, we are entitled to claim this by offsetting the blanket amount.

(9) For new customers, only payment in advance or cash on delivery shall be deemed agreed.

(10) In the event of default in payment or breach of duty by the customer, all

TESTING's claims as a whole are due immediately, even if a deferral or otherwise later due date has been agreed. This shall also apply if the Customer suspends payments, if information is available that gives rise to considerable and justified doubts about his creditworthiness or if insolvency proceedings are opened against his assets.

(11) Bills of exchange and checks shall be accepted on account of payment only upon separate, prior agreement in individual cases and shall be made subject to the condition of discountability with a maximum term of 90 days. Costs and expenses shall be borne by the customer.

### § 4 Offsetting

(1) The Customer shall only have the right to offset if its counterclaims are undisputed, have been legally established or arise from the same contractual relationship.

(2) The Customer shall only be entitled to exercise a lien to the extent that its counterclaim is based on the same contractual relationship.

### § 5 Delivery and delivery deadline

(1) The delivery deadlines indicated in the order confirmation are not binding for TESTING, although these deadlines are planned very carefully. If we are unable to meet delivery deadlines, the purchaser must set us a reasonable deadline, which in no case may be less than two weeks.

(2) The beginning of the delivery time indicated by TESTING requires the timely and proper fulfillment of the Customer's obligations. The defense of non-performance of the contract remains reserved.

(3) If delivery is delayed due to the occurrence of an unavoidable event (e.g. operational disruptions, official interventions, shortage of raw materials, labor disputes, pandemics, etc.), the delivery period shall be extended to a reasonable extent. The period of grace set by the purchaser may not be less than two weeks. If delivery becomes impossible for the same reason, we shall be released from the obligation to deliver and any claims for damages shall be excluded, provided that the impossibility is due to a circumstance for which the Seller is not responsible. The Customer will be informed immediately in each case. In the event that we ourselves are not supplied, although we have placed congruent orders with reliable suppliers, we shall be released from our obligation to perform and may withdraw from the contract. We are obliged to inform the Customer immediately about the unavailability of the service and will immediately refund any consideration already paid by the customer.

(4) If the Customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. If the aforementioned conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.

(5) Further claims for damages shall only exist if the delay is due to intent or gross negligence.

(6) We shall be entitled to make reasonable partial deliveries.

(7) If the customer is in arrears with payments or falls into financial collapse, we shall be entitled to refuse all further deliveries.

#### **§ 6 Passing of risk in case of dispatch**

If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory or warehouse. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.

#### **§ 7 Reservation of title**

(1) We reserve title to the delivered item until full payment of all claims arising from the contract. This shall also apply to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the purchased item if the customer acts in breach of contract.

(2) In the event of inclusion in a current account, the reservation of title shall apply to the respective balance.

(3) The customer is obligated to keep the reserved goods free of charge, to treat them with care and to store them properly. For proper storage, it is necessary that the delivered item subject to retention of title is not exposed to high humidity or high temperatures.

As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a successful lawsuit in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.

(4) The customer shall be entitled to resell the reserved goods in the normal business transactions. Pledges and chattel mortgages are not permitted. The customer already now assigns to us the claims of the purchaser from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply regardless of whether the purchased item has been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we shall not collect the claim as long as the customer meets its payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed.

(5) The processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. In this case, the customer's expectant right to the purchased item shall continue in the transformed item. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other processed objects at the time of processing. The same applies in the event of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a pro rata basis and keeps the sole ownership or co-ownership thus created for us. In order to secure our claims against the customer, the customer also assigns to us such claims as accrue to him against a third party through the combination of the reserved goods with real property; we accept this assignment already now.

(6) The Seller shall release the goods subject to retention of title as well as the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released thereafter shall be made by the Seller.

#### **§ 8 Warranty and notice of defects as well as recourse/manufacture recourse**

(1) Warranty rights of the Customer shall require that the Customer has duly complied with its obligations to inspect the goods and to give notice of defects pursuant to § 377 of the German Commercial Code (HGB).

(2) Claims for defects in new goods shall become time-barred 12 months after delivery of the goods supplied by us to our customer. Warranty is excluded for used goods. The foregoing provisions shall not apply to the extent that the law pursuant to Sec. 438 para. 1 No. 2 BGB (German Civil Code) (buildings and things used for a building), Sec. 479 para. 1 BGB (right of recourse) and

Section 634 a (1) of the German Civil Code (BGB) (construction defects) prescribes longer periods. Our consent must be obtained before any goods are returned.

(3) If, despite all due care, the delivered goods show a defect which was already present at the time of the transfer of risk, we shall, at our discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. We shall always be given the opportunity to provide supplementary performance within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above provision without restriction.

(4) If the supplementary performance fails, the customer may - irrespective of any claims for damages - withdraw from the contract or reduce the remuneration.

(5) Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or in the case of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive load, unsuitable operating materials, deficient construction work, unsuitable building ground or due to special external influences which are not assumed under the contract. If the customer or third parties carry out improper corrective maintenance work or modifications, there shall be no claims for defects for these and the resulting consequences.

(6) Claims by the customer for expenses incurred for the purpose of supplementary performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a place other than the customer's place of business, unless the transfer is in accordance with their intended use.

(7) The customer's right of recourse against us shall only exist to the extent that the customer has not entered into any agreements with its customer that go beyond the statutory mandatory claims for defects. Furthermore, clause 6 shall apply mutatis mutandis to the scope of the customer's right of recourse against the supplier.

(8) In general, all wear parts such as calottes, seals, etc. are excluded from any warranty claims.

#### **§ 9 Software**

(1) TESTING is only liable for the functionality of software isolated from a software environment of the Customer. In particular, we shall not be liable for any malfunctions resulting from integration into a software environment.

(2) The Customer shall itself verify the requirements for the program functions as well as the suitability of the integration into a software environment. The customer is solely responsible for the choice of hardware and software used to achieve a desired result. He is also responsible for the installation and operation of the programs and their results.

#### **§ 10 Confidentiality**

TESTING is obliged to maintain absolute confidentiality towards its client.

Information about the client, type and scope of test orders and test results may only be provided to third parties with the written authorisation or consent of the client, in electronic or text form. In such cases, the client must be informed of the information provided, unless prohibited by law. The obligation to maintain confidentiality shall continue to apply after termination of the business relationship.

Further agreements on confidentiality shall be regulated in separate agreements if necessary.

#### **§ 11 Final provisions**

- (1) This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance and exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office, unless otherwise stated in the order confirmation.
- (3) All agreements made between the parties for the purpose of executing this Agreement are set forth in writing in this Agreement.
- (4) Should individual provisions of this contract be or become invalid or contain a loophole, this shall not affect the remaining provisions. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills this gap.
- (5) TESTING hereby informs the Contractual Partner that business-related and business-necessary data will be collected, stored and processed within the framework of the Federal Data Protection Act (§ 28 BDSG).

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