

General Terms and Conditions of Sale

Version: 01.11.2024

§ 1 Scope of Application

1.1 These General Terms and Conditions of Sale ("GTCS") apply to all our business relationships with our customers ("Customer"). We only maintain business relationships with customers who are entrepreneurs (Section 14 of the German Civil Code (BGB)), legal entities under public law or special funds under public law.

1.2 The provisions in Sections 1 to 9 of these GTCS apply both to the sale and/or delivery of hardware and to the sale/licensing of Software. Part A of the GTCS applies to contracts for the sale and/or delivery of Hardware ("Hardware"). Part B of the GTCS applies to contracts for the sale and licensing of software ("Software").

1.3 Unless otherwise agreed, the GTCS in the version valid at the time of the customer's order or in any case in the version last communicated to the customer in text form shall also apply as a framework agreement for similar future contracts. We do not have to refer to them again in each individual case.

1.4 In our business relationship, our GTCS shall take precedence. General terms and conditions of the customer that deviate from, contradict or supplement these terms and conditions shall only become a subordinate part of the contract if and to the extent that we have expressly consented to their validity. This requirement of consent and this order of precedence shall apply in any case, for example even if we carry out the delivery of the Hardware or the provision of the Software to the customer without reservation in the knowledge of the customer's general terms and conditions.

1.5 Individual agreements with the customer shall in any case take precedence over these GTCS. A written contract or our written confirmation shall be authoritative for the content of such individual agreements, unless expressly agreed otherwise

§ 2 Formation of the Contract

2.1 Our offers are subject to change and non-binding. This shall also apply if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents - also in electronic form. We expressly reserve the right of ownership and copyright to these.

2.2 By placing an order for Hardware or Software, the customer submits a binding contractual offer. Unless otherwise stated in the order, we may accept this contractual offer within 4 weeks of its receipt by us. After expiry of this period, the customer's offer shall lapse unless we have expressly accepted it.

2.3 Acceptance may be made in writing (e.g. by means of an order confirmation) or by delivery of the Hardware or provision of the Software to the customer.

2.4 Any ancillary agreements, amendments and additions to the contract as well as all legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax).

§ 3 Prices and Terms of Payment

3.1 Unless otherwise agreed in individual cases, our current prices at the time the contract is concluded shall apply. For Hardware, the prices are ex warehouse. All prices quoted are net prices plus statutory VAT and do not include consulting, installation, instruction, support, training or other ancillary services.

3.2 In the case of sale by dispatch (clause 11.1), the customer shall bear the packaging and transport costs ex warehouse as well as the costs of any transport insurance requested by the customer. If we do not invoice the transportation costs actually incurred in the individual case, a lump sum for transportation costs (excluding transportation insurance) of at least EUR 100 shall be deemed agreed. Any customs duties, fees, taxes and other public charges shall be borne by the customer.

3.3 The customer shall receive the invoice together with the order confirmation or subsequently. Advance payment is agreed. The invoice amount is due for payment immediately. Deliveries shall only be made after receipt of the invoice amount.

3.4 Upon expiry of 14 days from the invoice date, the customer shall be in default without a separate reminder. In the event of default, the purchase price shall bear interest at a rate of 11% per annum during the period of default. We reserve the right to claim further damages for default. For merchants, our claim to commercial maturity interest (§ 353 HGB) shall also remain unaffected.

3.5 The customer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter-rights shall remain unaffected, in particular pursuant to clause 12.6 sentence 2 of these GTCS.

§ 4 Liability

4.1 We shall be liable for damages caused by intent or gross negligence within the scope of fault-based liability. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability, for damages resulting from injury to life, body or health as well as for damages resulting from the breach of a material contractual obligation, i.e. the breach of an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. In this case, however, our liability is limited to compensation for foreseeable, typically occurring damage.

4.2 The limitations of liability pursuant to Section 4.1 shall also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault we are responsible for in accordance with statutory provisions. These limitations of liability shall not apply if a defect has been fraudulently concealed, or a guarantee has been given for the quality of the Hardware or Software. The same applies to claims of the customer under the Product Liability Act.

4.3 Withdrawal or termination by the customer due to a breach of duty that does not constitute a defect is only possible if we are responsible for the breach of duty. A free right of termination of the customer (in particular pursuant to Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

4.4 The Buyer undertakes to comply with the applicable provisions and legal regulations and to indemnify us against any claims by third parties if he acquires equipment whose operation is restricted or prohibited due to a lack of permits or existing prohibitions.

5. Limitation Period

5.1 The general limitation period for claims arising from material defects and defects of title for Hardware is one year from delivery. For Software products, this period begins with the

delivery of the Software license. If acceptance has been agreed, the limitation period shall commence upon acceptance.

5.2 The above limitation period shall also apply to contractual and non-contractual claims for damages by the customer that are based on a defect in the Hardware or Software. Claims for damages by the customer in accordance with clause 4.1 sentence 1 and clause 4.1.1 as well as in accordance with the Product Liability Act shall lapse exclusively in accordance with the statutory limitation periods.

§ 6 Export Control and Customs

6.1 The delivery of Hardware or Software to the recipient countries specified by the customer, technical services, the granting of access to Software and technology in the customer's infrastructure or other activities in connection with the contract may be subject to export license requirements depending on the nature of the products concerned, the intended use and/or the countries involved. Obtaining these licenses is the responsibility of the contracting party that is obliged to obtain the relevant licenses in accordance with the applicable export control regulations of Germany, the European Union, the United States of America (USA) or the law of another country that is affected by or regulates such a situation. The contracting parties undertake to provide the information required to obtain the license in the required form upon request.

6.2 In the event that we are to provide cross-border deliveries to or services for the customer's locations abroad, or if the customer allows us to use subcontractors abroad who are given access to Software and technology of its IT infrastructure, the customer confirms with its order or to us with this permission that no export licenses are required for the agreed services or that any necessary export licenses are available.

6.3 The contracting parties undertake to observe the relevant sanctions lists of Germany, the European Union, the US export authorities or other relevant states, for example the European Sanctions List or the Denied Persons List, as well as other warning notices of the competent authorities in the respective current version and to act accordingly.

6.4 The delivery and provision of services (fulfilment of the contract) shall be subject to the proviso that there are no obstacles due to national or international regulations, in particular export control regulations, embargoes or other restrictions. Delays due to export inspections or approval procedures shall invalidate the agreed deadlines and delivery times. If the necessary approvals are not granted, the contract shall be deemed not to have been concluded with regard to the parts concerned. Claims for damages are excluded in this case.

6.5 In the event of a resale of the products by the customer, the customer shall be obliged to take the necessary inspection measures for preventive foreign trade law assessment in accordance with the nature of the transaction. At our request, the customer shall provide details of the aforementioned inspection measures. The customer is obliged to inform his customers about the aforementioned export regulations and agreements in writing. The customer is obliged to obtain all necessary licenses required for the export of the products on the basis of the applicable export control regulations. The recipient is obliged to provide us immediately upon request with all information about the final recipient, the final destination and the intended use of the goods delivered by us or the work and services provided by us as well as any export control restrictions applicable in this respect, insofar as this is necessary for the performance of export control checks by authorities or by us.

6.6 Proper customs clearance in connection with cross-border deliveries is the responsibility of the contractual partner who is responsible for the customs declaration in accordance with the applicable customs regulations of Germany, the European Union and other countries concerned. If we are commissioned by the customer with customs clearance on its behalf or on behalf of a third party, the customer shall provide the information required for customs clearance (e.g. customs/EORI number, power of attorney).

6.7 A breach of the provisions of § 6 of these GTCS shall be deemed a material breach of contract.

7 Industrial property rights and copyright

7.1 Copyrights, patents and other industrial property rights to deliveries, services, documents and information which we have made available to the customer or which third parties have made available to the customer on our behalf, in particular specialist knowledge, concepts, experience, Software programs, tools, documentation, process descriptions, service technologies, test results and other work results (hereinafter referred to as property rights) shall remain with us or the respective owner of these rights.

7.2 Property rights to documents and information provided by the customer, in particular the customer's own concepts, experience, software programs, tools, documentation and process descriptions, shall remain with the customer or the corresponding owner of these rights.

7.3 Property rights in connection with our products shall remain with us or our licensors irrespective of the time and place of their creation. In the event of a modification or improvement of the products, the property rights in connection with the modified or improved products shall remain with us or our licensors. All property rights arising from the provision of contractual services shall remain with us.

8. Force Majeure

8.1 Neither party shall be liable to the other party for non-performance or breach of contractual obligations (with the exception of payment obligations) if such non-performance or breach is caused by force majeure. Cases of force majeure include, in particular, war, civil war, acts of terrorism, epidemics, pandemics, quarantine, government action, labour disputes, fire, power failure, disruption of telecommunications networks and external attacks on IT systems. These events cannot be prevented with technically and economically reasonable efforts and using state-of-the-art technology. The affected party is obliged to inform the other party immediately in writing of the occurrence of a case of force majeure, stating the nature, time of occurrence and the expected impact on the party's ability to fulfil its contractual obligations.

8.2 The delivery or service shall not be provided as long as a case of force majeure persists. This applies if the delivery or service is impaired or affected by the force majeure. The affected party is obliged to take all reasonable steps to continue the provision of the delivery/service. It shall inform the other party on an ongoing basis of the circumstances underlying the continued impediment to the provision of the delivery or service. If the continuation of the provision of the service is associated with additional costs for the party obliged to provide the delivery or service, the parties shall conclude a corresponding agreement on the assumption of the additional costs before the start of the delivery or service.

9 Choice of Law and Place of Jurisdiction

9.1 These General Terms and Conditions and the entire contractual relationship between us and the customer shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).

9.2 In the event that the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Dresden, Germany. This applies accordingly for entrepreneurs in accordance with § 14 BGB. However, we reserve the right in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or an overriding individual agreement or at the customer's general place of

jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected by this.

PART A. Special Conditions for the Sale of Hardware

§ 10 Delivery Times

10.1 The delivery period shall be agreed individually or specified by us upon acceptance of the order. Unless otherwise agreed, the delivery period shall be approx. 4 weeks from receipt of the invoice amount in one of our accounts.

10.2 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this and notify him of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part. We will, of course, reimburse any payments already made by the customer. A case of non-availability of the service shall be deemed to be, in particular, incorrect or untimely self-delivery by our supplier. This presupposes that we have concluded a congruent hedging transaction and that we are not at fault or that we are not obliged to procure in the individual case.

10.3 We are also entitled to make partial deliveries. The customer will be informed accordingly.

10.4 The rights of the customer pursuant to Section 4 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 11 Dispatch and Transfer of Risk, Default of Acceptance

11.1 The Hardware shall be delivered ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the Hardware shall be shipped to another destination (sale to destination). Unless otherwise agreed, we reserve the right to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. The Incoterms 2020 FCA and DAP shall apply by agreement. Any service charges incurred shall be borne by the customer.

11.2 In the event of default of acceptance, failure to cooperate or any other delay in our delivery for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). This shall be a lump sum of EUR 10 per calendar day, beginning with the delivery deadline or, if a delivery deadline was not agreed, with the notification that the Hardware is ready for dispatch, as minimum damages.

11.4 Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum.

§ 12 Hardware Warranty Rights

12.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions) of the Hardware, unless otherwise specified below. Claims arising from supplier recourse are excluded if the defective Hardware has been further processed by the customer or another entrepreneur, e.g. by installation in another product.

12.2 The basis of our liability for defects is above all the agreement reached on the quality of the Hardware. All product descriptions and manufacturer's specifications that are the subject of the individual contract or were made public by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the Hardware.

12.3 Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not. However, we accept no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements) which the customer has not pointed out to us as being decisive for his purchase.

12.4 Liability on our part for defects that are known to the customer at the time of conclusion of the contract or are not known due to gross negligence is generally excluded in accordance with § 442 BGB. The warranty for material defects shall also not apply to defects that are based on the fact that the Hardware is used in an environment that does not meet the requirements specified in the offer or in the product description, or for changes and modifications that the customer has made to the Hardware without being authorized to do so by law, these GTCS, or on the basis of prior written consent. Furthermore, the assertion of claims for defects by the customer presupposes that he has complied with his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). In the case of Hardware intended for installation or other further processing, an inspection is required in all cases immediately prior to processing. Should a defect become apparent, whether during delivery, inspection or at a later point in time, we must be informed of this immediately in writing. In any case, obvious defects must be reported in writing within two weeks of delivery and defects not recognizable during the inspection within the same period of time from discovery. If the customer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions.

12.5 In the event of a defect, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). In this respect, we would like to point out that our right to refuse subsequent performance under the statutory conditions remains unaffected.

12.6 We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer has the right to retain a reasonable part of the purchase price corresponding to the extent of the defect.

12.7 The customer is obliged to grant us the time and opportunity required for subsequent performance, in particular to hand over the defective Hardware for inspection purposes. In the event of a replacement delivery, the customer shall be obliged to return the defective item in accordance with the statutory provisions. Subsequent performance shall not include the removal of the defective item or its reinstallation if we were not originally obliged to install the Hardware. The customer shall be responsible for this.

12.8 The costs for the inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any removal and installation costs, shall be borne or reimbursed by us in accordance with the statutory provisions, provided that a defect exists. Otherwise, we shall be entitled to demand compensation from the customer for the costs arising from the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognizable to the customer.

12.9 If the subsequent performance has failed or if a reasonable deadline set by the customer for this has expired without success or if setting a deadline is dispensable in accordance with the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal if the defect is insignificant.

12.10 Claims of the customer for damages or reimbursement of futile expenses shall only exist in accordance with Section 4, even in the case of defects, and are otherwise excluded.

12.11 Used products are provided in their current condition and under exclusion of any warranty; our liability for damages to body and health as well as from intentional, grossly negligent or fraudulent behaviour and statutory product liability remains unaffected.

§ 13 Right of Return

13.1 We offer the customer to take back the Hardware purchased from us in accordance with the following conditions:

13.1.1 The customer must have notified us in writing within two weeks of receipt of the Hardware purchased from us that he wishes to return the Hardware.

13.1.2 The customer must return the Hardware to us within two weeks of receipt of the Hardware purchased from us at the latest (date of dispatch is decisive).

13.1.3 The Hardware must be received by us complete, i.e. including all accessories, manuals, vouchers, products from special promotions, etc., unused and unopened in the original packaging and within a further 5 working days without reservation and free of charge.

13.2 If the preconditions of para. Section 13.1, we will refund the purchase price paid to us after receipt and inspection of the returned products. Costs for packaging and shipping the Hardware as well as other services/work that you have commissioned from us in connection with the Hardware cannot be reimbursed in the event of a voluntary return.

13.3 The return is at the expense and risk of the customer.

13.4 In general, Hardware that has been specially customized for the customer is excluded from this voluntary return. Likewise, the voluntary return of Software that has been transmitted to the customer online, digitally or made available for download is excluded from the right of return. This exclusion also applies to any additional physical storage media provided to the customer for the Software.

14. Reservation of Title

14.1 We reserve title to the Hardware sold until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

14.2 The Hardware subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The customer is obliged to inform us immediately in writing as soon as an application for the opening of insolvency proceedings is filed or third parties have access to the Hardware belonging to us (e.g. seizures).

14.3 If the customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the Hardware on the basis of the retention of title. The demand for return does not automatically include withdrawal from the contract. We reserve the right to demand the return of the Hardware only and to reserve the right to withdraw from the contract. In the event of non-payment of the purchase price due by the customer, the aforementioned rights may only be asserted if the customer has previously been set a reasonable deadline for payment or if such a deadline is dispensable according to the statutory provisions.

14.4 Until revoked in accordance with clause 14.4.3, the customer is authorized to resell and/or process the Hardware to retention of title in the ordinary course of business. In this case, the following terms and conditions shall apply in addition:

14.4.1 The retention of title shall extend to the full value of the products created by processing, mixing or combining our Hardware. We shall be deemed to be the manufacturer in this context. If, in the event of processing, mixing or combining with Hardware of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Hardware. In all other respects, the same conditions shall apply to the resulting product as to the Hardware delivered under retention of title.

14.4.2 The customer hereby assigns to us by way of security all claims resulting from the resale of the Hardware or the product. The scope of the assigned claims corresponds to our co-ownership share in accordance with the above paragraph. The assignment is hereby accepted by us. The obligations of the customer stated in clause 13.2 shall also apply with regard to the assigned claims.

14.4.3 The customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations to us, there is no lack of ability to pay and we do not assert the retention of title by exercising a right in accordance with clause 14.3. Should this be the case, we are entitled to demand that you inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the customer's authorization to further sell and process the Hardware subject to retention of title.

14.4.4 If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

15. Manufacturer's Warranty for MADRIX Hardware Products

15.1 Since July 1, 2020, we have been offering a five-year manufacturer's warranty for some of our MADRIX Hardware products that were declared as new goods at the time of purchase, which refers to design defects, material defects or faulty assembly for which we as the manufacturer are responsible ("**Manufacturer's Warranty**"). It applies to buyers of MADRIX Hardware products who have purchased them as entrepreneurs (§ 14 BGB) for the first use from a dealer or sales partner authorized by us or directly from us.

15.2 The exact scope and conditions for exercising warranty rights under the manufacturer's warranty can be found on our website at <https://www.madrix.com/support/warranty-rma>.

PART B. Special Terms and Conditions for the Sale and Licensing of Software

§ 16 Transfer of Software

16.1 We provide the customer with various Software products and the associated user documentation for download on our homepage [madrix.com](https://www.madrix.com), by e-mail or via our download portal. Furthermore, the Hardware supplied by us usually contains integrated Software that fulfils basic functions ("**Firmware**"). The use of the Software products requires a separate license, which is referred to as a "**Software License**". If the firmware is not already pre-installed, the customer shall receive a license key exclusively for the use of the Software. Further details can be found in the General Terms and Conditions (GTC), the offer, the Software License and the user documentation.

16.2 The quality and functionality of the Software or Firmware are conclusively determined by the offer and the product description. The information contained therein is to be understood as a description of performance and does not constitute a guarantee. A guarantee is only granted if it has been expressly designated as such.

16.3 Installation and configuration services are generally not part of the service.

§ 17 Granting of Rights

17.1 Software and the associated documentation are protected by copyright. The legal owner of the Software is inoage GmbH or a licensor of inoage GmbH. Upon full payment of the agreed fee, the customer shall receive a non-exclusive right to use the Software to the extent granted in these General Terms and Conditions (GTCS) and the respective offer or Software License. The use of the Software is limited to the number of natural persons corresponding to the number of licenses purchased by the customer. Permitted use includes the installation of the Software, loading into the working memory and the intended use by the customer. The number of licenses as well as the type and scope of use can be found in the respective offer or Software License. Data centre operation for third parties or the temporary provision of the Software, e.g. as Software as a service or by way of application service providing or for the training of persons who are not employees of the purchaser, is only permitted with our prior written consent.

17.2 Depending on the Software product, activation of the Software by the customer may be required in order to be able to use the Software. For this purpose, the customer receives a corresponding hardware key as part of his license entitlement, which is not hardware-bound.

17.3 If the right of use granted in accordance with Section 16 is limited in time in the offer or the Software License, the customer is not granted a permanent right of use, but a right of use limited in time to the term of the Software License. In this case, the customer is obliged to stop using the Software after the Software License expires. After expiry of the Software license, we are entitled to demand that the customer deletes the corresponding Software and other program copies and destroys the documentation, materials and other documents provided. In addition, the customer is obliged to completely and permanently delete all installed program copies and any stored documentation from all its servers. Use of the Software after expiry of the license is not permitted and constitutes a breach of copyright.

17.4 The customer is entitled to make a backup copy of the Software if this is necessary to secure future use. The customer is obliged to visibly affix the note "Backup copy" and a copyright notice of the manufacturer to the backup copy made. Unless permitted by law, decompiling, modifying, translating or reproducing the Software is not permitted. The statutory provisions shall apply in this respect.

17.5 The Buyer is not permitted to change or remove copyright notices, labels and/or control marks.

17.6 If the customer uses the Software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of use permitted) or quantitatively (with regard to the number of licenses acquired), the customer is obliged to acquire the rights of use necessary for the permitted use without delay. If this is not done, we will assert our rights.

18. Rights in relation to Software Defects

18.1 We warrant the agreed quality of the Software and the customer's compliance with the rights of use. The warranty for material defects shall not apply to defects that are based on the fact that the Software is used in a hardware and software environment that does not meet the requirements specified in the offer or in the product description, or to changes and modifications that the customer has made to the Software without being entitled to do so by law, these GTCS, the Software licenses or on the basis of prior written consent.

18.2 The customer is obliged to check the Software for obvious defects immediately upon receipt and to notify us of any such defects without delay. Otherwise, any warranty for these defects shall be excluded. This shall apply accordingly if such a defect becomes apparent at a later date. According to § 377 HGB applies.

18.3 In the event of a material defect, we are initially entitled to subsequent performance. This means that we may, at our own discretion, remedy the defect or supply a replacement. As part of the replacement delivery, the customer shall, if necessary, accept a new version of the Software, provided that this does not lead to unreasonable impairments. In the event of defects of title, we shall, at our discretion, provide the customer with a legally unobjectionable opportunity to use the Software or modify it in such a way that it no longer infringes the rights of third parties.

18.4 We are entitled to provide the warranty on the customer's premises. We shall also fulfil our obligation to rectify defects by making updates with an automatic installation routine available for download on our homepage and by offering the customer support (e.g. via remote maintenance) to solve any installation problems that may arise.

18.5 The customer's right to reduce the purchase price or withdraw from the contract at his discretion in the event that the rectification or replacement delivery fails twice remains unaffected. There is no right of withdrawal in the case of insignificant defects. In the event of claims for damages or compensation for wasted expenditure, clause 4 of these GTCS shall apply.

18. Updates and Upgrades

18.1 If we grant the customer the option of obtaining updates or upgrades for certain Software or Firmware for a certain period of time in return for payment, the customer shall not be entitled to be provided with certain updates or upgrades according to his own ideas. He merely has the option of receiving the updates and upgrades developed by us for the Software and/or Firmware over a certain period of time for which the customer has purchased this service from us.

19.2 Insofar as updates or upgrades are delivered to the customer, the customer's claims for defects with regard to the innovations contained therein shall generally be governed by Section 18 of these GTC.

19.3 The customer acquires the same rights of use to the updates and upgrades as for the underlying Software product. This means that if the customer acquires time-limited rights of use to the Software, he also acquires only time-limited rights of use to the associated updates and upgrades, unless expressly agreed otherwise.

20. Open Source Software

20.1 The Software may also contain open source software components that were developed in accordance with the "open source model" and that are distributed exclusively on the basis of the applicable open source software license terms that are valid at the time the corresponding open source software component is distributed. Upon request, we will also make these license conditions available to the customer prior to the conclusion of the contract. The customer acknowledges the license conditions for the use of such open source software components stipulated by the respective author as binding for him and undertakes to comply with them, in particular with regard to the provision of source code and the attachment or retention of the required copyright notices. We receive neither license fees nor any other remuneration for the provision of the open source software components. Insofar as we or a third party receive any remuneration in connection with open source software components, this remuneration received shall be paid exclusively for additional delivery items and/or services. Due to the special characteristics of software development and the distribution of open source components, we do not assume any express or implied warranty for them, subject to the following provisions, and exclude our liability for them, in particular in connection with missing specifications, missing functionality, programming errors and other malfunctions.

20.2 Our General Terms and Conditions of Sale (in particular clauses 12 and 18) shall apply to open source software that is incorporated into the Firmware or Software that is the subject of the contract and is necessary for its functioning (embedded software). Otherwise, we do not assume any warranty or liability for open source software.

20.3 The exclusion of warranty and liability set out in this clause 20.1 and 20.2 shall not apply to warranty promises, in the case of statutory strict liability, in particular under the German Product Liability Act (Produkthaftungsgesetz) and for damage to body and health for which we are responsible and in the case of damage resulting from intentional, grossly negligent or fraudulent conduct.

PLEASE NOTE:

This content is a courtesy translation of the original version in German. The GTCS are based on the requirements of German law and are therefore also designed for use in Germany (regardless of the language version). However, with respect to the legal relationship between the parties, only the German language version of the GTCS (AVB) is legally binding. Therefore, in the event of any inconsistencies between the German version and this English translation, the German version shall prevail.

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Dresden, Germany**