

General Terms and Conditions of eaf computer Service supplies GmbH

§ 1 General Scope

(1) For all our contracts with companies (§ 14 German Civil Code BGB) that are concluded via our online shop under <https://shop.eaf-gmbh.de> and <https://shop.eaf-bv.nl> , these general terms and conditions (GTC) apply. Our general terms and conditions apply exclusively; we do not recognize any contrary terms of the Buyer or terms which differ from our sales conditions, unless we would have agreed expressly to their validity in writing. Our sales conditions also apply if we carry out the delivery to the Buyer unconditionally in the knowledge of contrary terms or terms differing from those in our conditions of sale.

(2) These general terms and conditions apply for all contracts concluded between the Buyer and us.

§ 2 Offer – Offer Documents

(1) If an order is to be considered pursuant to § 145 German Civil Code BGB, we may accept it within two weeks.

(2) The contracts concluded by us are subject to the reservation of timely self-delivery.

§ 3 Prices – Payment Conditions

(1) Unless not otherwise provided in the confirmation of order, all prices stated by us apply, excluding packaging and plus delivery costs ex place of shipment of the goods; this is charged separately.

(2) Our prices do not include the statutory VAT; it is stated in the invoice separately at the applicable rate at the date of the invoice.

- (3) The deduction of discount requires a special agreement in writing.
- (4) Unless not otherwise shown in the order confirmation, the agreed price (without deduction) is immediately due for payment. Statutory rules regarding consequences of delayed payment apply.
- (5) The Buyer is only entitled to exercise off-set and retention rights if his counterclaims have been stated legally binding or recognized by us in a text form.

§ 4 Delivery Period

- (1) The delivery period specified by us only commences after all technical questions have been resolved.
- (2) If the purchaser delays acceptance or if he/she infringes other duties of cooperation we are entitled to request reimbursement of any losses incurred by us to this extent, including any additional expenses. Further claims remain reserved.
- (3) Delivery periods are only binding if they have expressly confirmed by us as binding. In case of force majeure, the delivery periods are extended adequately. We are released from the obligation to fulfill the contract for the period of the disruption. If such events make the performance considerably more difficult or impossible and the obstruction is not only of temporary duration, we are entitled to withdraw from the contract. Force majeure includes measures in the context of labour disputes, especially strikes and lockouts, business disruptions and other unforeseeable, unavoidable events beyond our control. The beginning and the end of such obstructions must be notified immediately to the Buyer. If the shipment is delayed at the Buyer's request or due to another reason beyond our control, the Buyer

is charged for the costs incurred by the storage of the ordered items, beginning one month after notification of the readiness for shipment.

§ 5 Transfer of Risk – Packaging Costs

(1) The risk of their accidental loss or deterioration passes over to the Buyer upon dispatch to him, but at the latest upon leaving the works or warehouse.

(2) Transport and other packaging according to packaging regulations are not returnable; with the exception of pallets and Euro pallets. The Buyer is obliged to dispose of the packaging at his own expense.

(3) At the request of the Buyer, we will cover the shipment with a transport insurance; any incurred costs as a result are paid by the Buyer.

§ 6 Warranty for Defects

(1) Warranty claims of the Buyer require that he has properly fulfilled his obligation to examination and reprimand according to § 377 German Commercial Code HGB.

(2) Our liability is excluded

a) if our products have not been stored, installed, commissioned or used properly by the Buyer or third parties;

b) in the event of natural wear and tear, e.g. rechargeable batteries;

c) in the event of improper maintenance;

d) in the event of an inappropriate use of unsuitable operating resources or overvoltage;

e) in the event of an inappropriate use of unsuitable operating equipment or overvoltage;
f) in the event of damages caused by repairs or other work performed by third parties that was not expressly approved by us.

(3) If the purchased item is defective, we are entitled at our own option to provide supplementary performance in the form of a rectification of defects or to deliver a new item free of defects. Costs for the rectification of defects, that arise from the fact that the purchased item was brought to a location other than the fulfilment location, must be borne by the Buyer. The customer is obliged to provide the purchased item complained about properly, especially properly packed, for the purpose of examination of the complaint. In the event of a culpable breach of this obligation, the warranty claims of the Buyer become void.

(4) Failure of the remedy is given only after we fail to eliminate the defect despite two attempts (rectification of defects). On a case-to-case basis, we may, depending on the type of object or defect, undertake two more attempts of supplementary performance before the supplementary performance is deemed failed. If the supplementary performance fails, the Customer is entitled to demand rescission from the contract or a price reduction at his own option.

(5) The limitation period for claims arising from defects is 12 months, beginning with the transfer of risk. The limitation period in the event of delivery recourse pursuant to §§ 478, 479 German Civil Code BGB remains unaffected; it is five years, beginning with the delivery of the defective item. The claim is excluded if the Customer has not fulfilled his obligations pursuant to § 377 HGB.

(6) The limitation period for defects in used items is 90 days after passage of risk. The warranty only extends to the state of technology that the products had at the time of their product. Furthermore, the aforementioned provisions apply mutatis mutandis with the requirement that the claims of the Customer are, in the event of defectiveness, limited to the reimbursement of the

purchasing price, unless we are able to provide supplementary delivery. In this case, we decide on the type of supplementary performance at our own discretion.

§ 7 Limitation of Liability

(1) We are liable to you in all cases of contractual or non-contractual liability in the event of intent and gross negligence in accordance with statutory regulations for compensation or the reimbursement of futile expenses.

(2) In other cases, we are liable – unless otherwise specified in section 3 – only in the event of a breach of a contractual obligation which in the first place permits due and proper performance thereof and, on the adherence of which you as the customer may generally rely on (so-called cardinal obligation), but limited to the replacement of the foreseeable and typical damage. In all other case, our liability is excluded subject to the provision in section 3.

(3) Our liability for damages arising from injury of life, body or health and pursuant to the product liability law, the aforementioned limitations and exclusions of liability remains unaffected.

§ 8 Securing of the Reservation of Ownership

(1) We reserve the ownership to the purchased item until all payments deriving from the supply contract is received. In the event of a breach of the contract by the Buyer, especially in the event of delayed payment, we are entitled to take back the purchased items. Our taking back of the purchased item constitutes the withdrawal of the contract, unless we have expressly declared this in writing. After taking back the purchased item, we are entitled to its exploitation, the proceeds of the exploitation must be set off against the obligations of the customer – less appropriate exploitation costs. The appropriate exploitation costs amount to 10% of the agreed purchasing price. The Buyer is permitted to prove lower exploitation proceeds

to us. Vice versa, we are also permitted to claim higher exploitation costs, provided these can be proved.

(2) The Buyer is obliged to treat the purchased item carefully; he is especially obliged to insure them sufficiently at his own expense at the original value against damage by fire, water and theft. If maintenance and inspection work is required, the Buyer must perform this promptly at his own expense.

(3) In the event of seizure or other interventions of third parties, the Buyer must notify us immediately in writing so that we can file a lawsuit pursuant to § 771 ZPO. If third parties are unable to reimburse us the judicial and extra-judicial costs of a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO), the Buyer is liable for our loss resulting from this.

(4) The Buyer is entitled to resell the purchased item in the ordinary course of business; but in doing so he already assigns to us all the accounts receivable to the value of the final amount of the invoice (incl. VAT) arising from the resale to its customers or third parties, irrespective of whether the purchased item has been resold without or after further processing. The Buyer remains entitled to collect this account even after delivery. Our authority to collect the receivables ourselves remains unaffected therefrom. However, we undertake not to collect the claim as long as the client fulfils his payment obligations arising from the collected proceeds, runs into default of payment, and in particular, has not filed for insolvency or has not suspended payments.

(5) If this is the case, we are entitled to demand that the Buyer notifies us of the assigned accounts receivable and the debtors, that he provides to us all the information and relevant documents, to hand over to us any corresponding documents and to inform the debtors (third party) about the assignment. The processing or modification of the purchased item by the Buyer is always be carried out on our behalf. If the purchased item is mixed

with other items not belonging to us, we acquire co-ownership of the new item in proportion to the actual value of the purchased item to the other processed items at the time of processing. For the item arising from such processing, the same applies to the delivered purchased item subject to the reservation of property rights.

(6) If the ordered item is mixed or compounded with other objects not belonging to us, we acquire co-ownership of the new item in proportion to the value of the ordered item (final invoice amount, including VAT) in relation to the value of the other mixed items at the time of the mixing. If the items are mixed in such a manner that the Buyer's item must be considered as the main item, it is taken as agreed that the Buyer transfers proportionate co-ownership to us. The Buyer keep the resultant fully or jointly owned item on our behalf.

(7) The Buyer also assigns to us the claims which arise against a third party due to the combination of the purchased item with real-estate property.

(8) We undertake to release the securities upon the Buyer's request as far as the realisable value of our securities exceeds the debts to be safeguarded by more than 10%; the selection of the securities to be released is incumbent on us.

§ 9 Data Protection

(1) We collect, process, and store all personal data disclosed by you (title, name, address, date of birth, e-mail address, telephone number, fax number, bank details, credit card numbers) exclusively in accordance with the provisions of the General Data Protection Regulation.

(2) Your personal data, for as far as they are required for the execution, structuring of the content or modification of the contractual relationship, are

used exclusively for processing the contract between you and us. Service providers assigned by us receive this data only within the framework of order processing, where necessary. Any use of your personal data beyond this requires your express consent.

§ 10 Final Provisions

(1) With regard to all claims and rights under this contract, the non-harmonized law of the Federal Republic of Germany applies with the exclusion of UN Purchase Law (CISG) and the International Private Law (IPR).

(2) If the Buyer is a registered trader, the place of jurisdiction is our place of business; however, we are entitled to sue the Buyer at the court of his place of residence as well.

(3) Unless not otherwise provided in the confirmation of order, our place of business is the fulfillment location.

(4) If individual provisions of these general terms and conditions prove wholly or partially invalid, the effectiveness of the remaining provisions or of part of such provisions remains unaffected. In such a case, the Parties are obliged to participate in the legally effective creation of new provisions through which an ineffective or incomplete provision is replaced by a provision which comes closest to fulfilling the purpose of the original one maintaining the mutual interests of both parties.

(5) In the event of any discrepancies between the German version and a non-German version, the terms of the German version apply.