

## General Terms and Conditions (GTC) of Interflex Datensysteme GmbH

### 1. Scope

- 1.1. All sales, deliveries and services on part of Interflex Datensysteme GmbH (hereinafter referred to as “we” or “us”) are subject to the following General Terms and Conditions (GTC). It is understood that the Purchaser, by placing an order, signing the contract or accepting the first delivery/service at the latest, agrees to these terms and conditions for the entire period of the business relationship. Any additional, deviating or contradictory terms and conditions of a Purchaser are not valid, unless we expressly accept them in writing.
- 1.2. These GTC shall also apply to future contracts with the Purchaser. We do reserve the right to modify these GTC at any time with effect for the future. The changes are only deemed agreed upon if we notify the Purchaser about the changes to the GTC in writing and the Purchaser approves the amended GTC. The amended GTC are deemed approved if the Purchaser fails to reject them within a period of four (4) weeks after receipt of the amended GTC and we have expressly pointed out the consequences of this behavior prior to the start of the period.
- 1.3. These GTC shall apply only to entrepreneurs within the meaning of § 14 of BGB (German Civil Code) provided that the contract is entered into by way of performance of their commercial or independent professional capacity. These GTC shall also apply to legal entities of public law and public law special entities within the meaning of § 310 Section 1 of BGB (German Civil Code).
- 1.4. In the event that the contract or our order confirmation makes reference hereto, further terms and conditions may apply in addition to these GTC, in particular our General Software Licensing Terms and Conditions and General Contractual Terms for Services including Maintenance and Support (“**Service GTC**”). Within their scope of application they shall take priority over the provisions of these GTC.
- 1.5. This in no way affects the rights to which Interflex is entitled in accordance with the statutory provisions or other arrangements beyond these GTC.

### 2. Quotations, Contract Formation, Subject Matter of Contract

- 2.1. Our quotations are subject to change. A contract is not binding unless and until a written acknowledgment of order has been issued by Interflex. An order confirmation, which is issued by us with the aid of an automated system and thus does not have a signature and the name of the signatory, is deemed as in writing. In the event that we should not confirm the order in writing, a contract shall be concluded at the latest upon execution of the delivery or service; in this case the delivery note shall be considered the order confirmation. Our written order confirmation shall be the sole instrument to determine the type and scope of products or services.
- 2.2. All agreements made between our company and the Purchaser in terms of the performance of the concluded contract shall be reflected in the contract in writing. Verbal collateral arrangements made prior to and during contract formation must be confirmed by us in writing for legal validity. Modifications and additions agreed upon after formation of the contract shall also be subject to our written confirmation for legal validity.
- 2.3. Silence on our part with regard to quotations, orders, requests or other statements by the Purchaser shall not be construed as acceptance, unless agreed upon in writing in advance.
- 2.4. We reserve all the rights relating to the service and product descriptions, drawings, test programs and other documents that are made available to the Purchaser within the framework of the quotation or at a later time. Even though product-describing information and technical specifications contained in such documents and in brochures, ads and other information and promotional materials are prepared with all due care, they do not represent any guarantees as to characteristics or any other warranties unless expressly identified as such.
- 2.5. We reserve the right to implement technically required changes to the object of delivery or services even after the formation of the contract; in particular those caused by updates to technical changes as well as in the event of series changes of our suppliers, provided such changes do not have a significant impact on the agreed upon functionality of the object of delivery or services and these changes do not result in unreasonable changes for the Purchaser.
- 2.6. Should disagreements within the framework of managing the contractual relationship arise between the parties regarding technical IT terms and symbols, quality and format or similar requirements, the respective European Standards (EN) valid at the time the contract is concluded are considered as agreed upon. Should a European Standard be subject to modification after the formation of the contract and prior to completion,

Interflex shall abide by the requirements of the new standard to the extent reasonable.

- 2.7. Unless otherwise agreed upon, the sale and delivery of hardware and software shall be performed independent of any other service to be rendered for these products by our company or third parties. This shall apply in particular also to the adaptation of standard software to the specific needs of the Purchaser and to the production of custom software.

### 3. Prices and Terms of Payment

- 3.1. Our prices are quoted in EUR and are net prices ex works (EXW Incoterms 2020). Any packaging and shipping charges, etc. shall be invoiced additionally. Packaging will be charged at cost. Quoted prices do not include VAT which will be added at the appropriate rate in effect at the time of invoicing.
- 3.2. We calculate prices as contracted based on the cost factors valid at the time. In the event that said cost factors, in particular those referring to material, wages, energy, dues, freight, etc. should change between the formation of the contract and the agreed upon delivery/service performance date, we have the right to adjust our prices accordingly, provided the time period between contract formation and agreed upon delivery/service performance date is not less than four (4) months.
- 3.3. Services or work performances rendered by us are charged according to hourly/daily rates unless flat rate payment was expressly agreed upon. Invoicing takes place at our sole discretion on a monthly or quarterly basis or after service or work has been rendered. Upon our request, the Purchaser is obliged to make an appropriate advance payment.
- 3.4. The Purchaser shall confirm the working hours and the work performance of our personnel on the blank form rendered to him/her. Certification may also be rendered electronically in order to be valid. The performance is deemed approved if the Purchaser fails to reject the certification within a period of fourteen (14) days after receipt and we have expressly pointed out the consequences of this behavior at the start of the period. This in no way affects a subsequent objection due to circumstances that may only be recognized later. Any travel time required or waiting periods for which we are not responsible shall be part of the hours worked.
- 3.5. The travel expenses of our staff, in particular the cost of driving and accommodations as well as per diem, shall be invoiced separately to the Purchaser.
- 3.6. Our invoices are due and payable in full fourteen (14) days after receipt. Payment is considered made on the date of receipt or on the date it is credited to our bank account. The risk of the method of payment shall be borne by the Purchaser.
- 3.7. Purchaser shall have the right to set off any counterclaim against our entitlements to payment only if Purchaser’s counterclaim has not been disputed by us or has been declared final by a court of law. Purchaser shall have the right to assert any rights of retention only to the extent that Purchaser’s counter entitlement is based on the same contractual relation as our entitlement to payment.

### 4. Delay in Payment, Extension of Time for Payment and Reversal of Financial Situation

- 4.1. In the event that the Purchaser should be in default of payment, we have the right to charge interest at the legally valid rate for the duration of said default. The right to claim further damages shall remain unaffected.
- 4.2. Should a Purchaser default on payment or specific reasons be given indicating the Purchaser’s inability to pay, we shall be entitled to discontinue the processing of current orders and demand immediate advance payment for all debt claims including those that are not yet due as well as deferred amounts or adequate securities.
- 4.3. We are entitled to withdraw from the contract either completely or in part if the financial circumstances of the Purchaser deteriorate significantly or the justified application for commencing insolvency proceedings or similar against the Purchaser’s assets is rejected due to insufficient funds.

### 5. Period of Delivery and Performance

- 5.1. Unless expressly agreed otherwise in writing, the indication of periods or deadlines for the performance of deliveries and services is not binding. An agreed upon delivery or service period shall begin with the formation of the contract, however, not before the timely and proper fulfillment of the Purchaser’s obligations to cooperation, especially not prior to complete provision of the documents, approvals and releases to be provided by the Purchaser as well as not before receipt of any agreed upon advance payment.
- 5.2. In any event, compliance with the agreed upon delivery or service period by us shall be contingent upon the timely and proper fulfillment of Purchaser’s

corresponding obligations to cooperate. Work or services to be provided by us are to be requested at least ten (10) workdays (i.e., not including weekends or legal holidays at our location) prior to start of work.

- 5.3. The delivery period is deemed observed in case of deliveries if we make the products available to the Purchaser at the place of delivery prior to its expiry. The performance period is deemed observed in case of services and work if the service has been rendered prior to expiration of the period or the work has been presented to the Purchaser for acceptance or in the event of contractually agreed upon testing, if the object of performance is available for implementation of such testing.
- 5.4. Subsequent changes or additions that are agreed upon at the request of the Purchaser shall extend the delivery or performance period accordingly. The same applies to the occurrence of unforeseeable difficulties that are beyond our control, such as force majeure, pandemics, industrial disputes, strikes, lockouts, delays in the delivery of key parts, raw or other materials. That shall also apply if our suppliers/subcontractors experience such circumstances in a manner that was not foreseeable for us. We are entitled to withdraw from the contract after expiry of a suitable grace period if we are no longer interested in the fulfillment of the contract as a result of the obstacles.
- 5.5. If the parties agree on a "call-off order", the Purchaser is obligated to request deliveries and services ordered thereunder within a period of twelve (12) months as of the date of the call-off order, whereas the parties shall mutually agree on the exact delivery or performance date in good time. If the parties fail to agree on a delivery or performance date within twelve (12) months, Interflex is entitled to provide the delivery or service in accordance with the call-off order after expiry of twelve (12) months and then invoice such.

## **6. Delivery, Dispatch, Transfer of Risk, Insurance**

- 6.1. We delivery ex works (EXW: Incoterms 2020). Transport risk and shipping costs, etc. shall be borne by the Purchaser accordingly. Transport insurance is only taken out at the Purchaser's express request and at its expense.
- 6.2. Partial deliveries and services are permitted to an extent that is reasonable for the Purchaser while taking our interests into account.
- 6.3. In case of shipment of products, the risk of accidental loss or deterioration passes over to the Purchaser at the latest as soon as we make the products available to the Purchaser at the place of delivery. If the pick-up/shipment should be delayed due to circumstances that can be attributed to the Purchaser, the risk is transferred to the Purchaser on the date the ready-to-ship notice was sent.
- 6.4. The provisions under 6.3 also apply even if an assembly or installation of the object of delivery by us was agreed upon, unless the delivery, assembly or installation is performed under a service contract, in which case the risk shall not pass over before acceptance of the work. If acceptance should be delayed due to circumstances that can be attributed to the Purchaser, the risk is transferred to the Purchaser on the date the ready-for-acceptance notice was sent.

## **7. Acceptance of Work Performance**

- 7.1. Provided that work performance is subject matter of the contract, acceptance takes place after the agreed service has been rendered. Unless otherwise agreed, our performance and services do not depend on any obligation to transfer and/or provide hardware or software.
- 7.2. The acceptance of work performance is binding for the Purchaser as soon as completion has been indicated. Acceptance is to be confirmed and documented in an acceptance report and signed by both parties. A work performance is also deemed to have been accepted if we have set the Purchaser a reasonable deadline for acceptance after completion of the work and the Purchaser has not refused the acceptance within this period while stating at least one deficiency.
- 7.3. Acceptance shall not be refused due to insignificant deficiencies.

## **8. Retention of Title, Assignment of Claim**

- 8.1. We reserve the right to retain title to any and all products delivered by us until all claims, including conditional and future claims, including secondary claims that we have vis-a-vis the Purchaser as a result of our business relationship, are paid. In case of an account current, the retained title serves as a security for our respective balance claims.
- 8.2. The Purchaser is obliged to handle the delivered product with all due care for the duration of the retention of title and is required at our request to adequately insure the products at replacement value against damage for the duration of the retention of title. At our request the Purchaser must provide proof that it has taken out insurance. The Purchaser hereby reassigns to us any claims it has against the insurance up to the amount of our own claims.

We hereby accept the assignment. If the assignment is not permissible, the Purchaser shall hereby instruct the insurance company to make the relevant payments only to us. This in no way affects any more extensive claims we may have.

- 8.3. The Purchaser has the revocable right to process or combine the delivered product with other objects at any time as part of the normal course of business. Processing or combination takes place for us without obligating us. In case of such processing or combination, Interflex acquires from the Purchaser co-ownership to the new or combined object based on the relation in which the invoice value of our product subject to retention of title relates to the sum of invoice values of all third-party products used including processing costs. The object resulting from the processing or combination shall also be subject to the same conditions that apply to the product delivered by us under retention of title.
- 8.4. The Purchaser shall have the right to sell the product we retain title to only as part of normal course of business, and only as long as Purchaser is not in default of payment. The Purchaser is not authorized to otherwise dispose of the concerned product, in particular regarding the transfer of security and pledging. In case of resale, Purchaser hereby assigns in advance the claims it has against its customers or third parties in the amount of the respective invoice amount for the product resold (including sales tax) plus a security surcharge of 10 %. We hereby accept the assignments.
- 8.5. Purchaser is entitled to collect claims assigned to us in accordance with the above Para.8.4 until revoked by us, this revocation being admissible at any time. The collected amounts are to be transferred promptly to us. Upon request, Purchaser is obliged to inform third-party debtors about the assignment to us and to provide us with the information and documents necessary for collection.
- 8.6. Purchaser is not entitled to pledge our product subject to retention of title or assign it to a third party by way of security nor assign claims arising in connection with the sale to a third party or offset such nor agree to a prohibition of assignment with its consumers in regard to these claims. In case of a blanket assignment by Purchaser, the claims assigned to us are to be expressly exempted.
- 8.7. At Purchaser's request, we shall undertake to release any collateral to which we are entitled to the extent that their value exceeds that of the unpaid claims to be secured by more than 10%. We are entitled to select the objects that are to be released.
- 8.8. In the event of behavior or conduct violating the contract, in particular default on payments, impending suspension of payments or in case of an unsatisfactory credit report pertaining to the solvency or assets of Purchaser, or if collections are enforced by a court of law, or if notes drawn upon Purchaser are protested, and in the event that insolvency proceedings have been initiated against Purchaser's assets, we shall have the right to seize the delivered product. Purchaser is obligated to return the product. In addition, Purchaser is obligated to give us or our vicarious agents access to rooms in order to take back products subject to retention of title during normal business hours. All costs incurred due to the recovery and the utilization of the product are to be paid by Purchaser.
- 8.9. The seizure of products or enforcement of our retention of title shall not compel us to rescind from the contract. Such acts or the pledging of delivered products by us shall not constitute our rescission from the contract, unless we have declared such explicitly in writing. After the delivered product is collected, we are authorized to liquidate it. The income from liquidation shall be deducted from the payables of the Purchaser, less any reasonable liquidation costs.
- 8.10. Furthermore, in case of delay in payment or financial difficulties due to a substantial change in financial circumstances, we are also entitled to revoke with immediate effect the Purchaser's authority to resell products subject to retention of title and to collect claims that have been assigned to us.
- 8.11. In case of distraint or other third-party actions, the Purchaser must promptly inform us in writing and to provide us with all necessary information so that we are able to assert our property rights. Moreover, the Purchaser must inform third parties about our property rights and shall participate in measures we undertake to protect the products subject to our right of retention. If the third party is not willing or capable of reimbursing us for court and private expenses while asserting our property rights, the Purchaser is obliged to replace the resulting loss, unless the Purchaser cannot be held responsible for the distraint or other third-party actions.
- 8.12. In case of delivery of products to other legal systems, where such provisions governing retention of title do not have the same protection as in Germany, the Purchaser shall grant us a corresponding security interest. If

further measures are required, the Purchaser shall do everything to immediately grant us such a security interest. The Purchaser shall participate in all measures that are essential and necessary for the effectiveness and enforceability of such security interests.

## 9. Purchaser Involvement

- 9.1. Purchaser shall provide to us in a timely manner and at no cost to us any and all information and equipment in Purchaser's sphere required for the rendering of the services to be performed by us and shall in due time request the participation or provision of services from third parties, which are prerequisites for the rendering of services by us. This also includes the provision of any necessary employees on part of the Purchaser who shall support us in rendering the owed services to an appropriate extent. In the event that participation or provision services are not performed or requested in due time, delivery or performance dates shall be deferred in our favor at least by a time period equal to the delay in performing or requesting such acts. Any expenses incurred by us in vain or additionally shall be reimbursed to us by the Purchaser, unless the Purchaser can be held responsible for the delay. Any additional rights shall be reserved.
- 9.2. Purchaser shall grant our employees any and all access to the premises required for fulfillment of the contract during his normal business hours as well as adequate access to his systems (hardware and software). Failure to grant us such access or to grant the same during the agreed-upon times or to the required extent shall entitle us to bill the Purchaser separately for any expenses incurred by us in vain or additionally, unless the Purchaser can be held responsible for the failure to safeguard or improper safeguarding of access.
- 9.3. Changes in Purchaser's system requirements shall be reported to us in a timely manner prior to the start of the services. Delays and additional costs resulting from changes in the performance of the service shall be for the Purchaser's account.
- 9.4. Purchaser's participation shall ensure that any labor or service obligations we owe can be performed promptly upon arrival of our staff and that same can continue without delay through scheduled completion or acceptance by Purchaser.
- 9.5. During required test runs and final acceptance tests, the Purchaser shall provide competent personnel who have the authority to assess and make decisions with regard to defects, approvals or final acceptances.
- 9.6. Should the Purchaser fail to meet the obligations pursuant to this Para. 9 or fail to perform same in a timely manner and we are thus prevented in providing proper performance, we are, after a reasonable grace period set by us elapses to no avail, entitled, but not obligated, to act as the Purchaser is required to do so on its behalf and at its expense. In all other respects, our legal rights and claims remain unaffected.

## 10. Copyrights, Software License Conditions

- 10.1. The Purchaser shall undertake to comply with any copyrights as well as any other intellectual property rights pertaining to the delivered product or work product created within the scope of performance, in particular computer programs (**software**). In the absence of other agreements, the use of Interflex standard software shall be governed in individual cases by our **General Software Licensing Terms and Conditions** in addition to these GTC.
- 10.2. In case of delivery of software by another manufacturers (**third party software**), Purchaser shall undertake to use the provided software only in compliance with the currently applicable license conditions of the manufacturer and in case of any further sale to require the buyer to accept the same terms and conditions if such resale is permitted. The same applies to any use of open source software components, which are included in the standard software of Interflex or in third-party software. More detailed information about open source components can be found in the respective user manual for the supplied software.
- 10.3. Unless otherwise agreed upon in writing, the Purchaser shall receive a non-exclusive license to the respective work product in the event that an individual software is produced on behalf of the Purchaser or if individual program adaptations are carried out (**custom software**). The Purchaser is not entitled to the disclosure of the source code or release of the development documentation. Moreover, the use of such custom software shall be subject to our **General Software License Terms and Conditions** in addition to these GTC.

## 11. Material Defects in Products and Performance

- 11.1. If the parties have failed to agree on individual specifications or other written service descriptions for the delivery or performance, our general system description shall serve as the basis for the quality agreement. We

assume no liability, especially no guarantees for quality and/or durability, unless expressly agreed otherwise in particular cases.

- 11.2. Shipments of products shall be carefully inspected by Purchaser immediately upon delivery, in as far as this can be reasonably expected by trial use, and any complaints as to defects shall be reported to us promptly and in writing, however, no later than seven (7) business days after delivery; and in the event of concealed defects within seven (7) business days after their discovery. When detecting and reporting deficiencies, Purchaser shall follow our instructions and, if necessary, use the check lists that we have made available. If a complaint is made wrongly, we have the right to demand reimbursement of the expenses incurred from Purchaser, unless Purchaser is not responsible for the unjustified complaint.
  - 11.3. If deficiencies involving the object of delivery (in case of shipment of products) have been reported in a timely manner and in case of deficiencies not recognized in the performance or excepted during the acceptance inspection, Purchaser is still entitled to demand supplementary performance within a suitable time period set by Purchaser. We are permitted to select the type of subsequent performance (correction of deficiency or subsequent delivery of object of delivery/new production of the work). We shall bear the expenses required for the subsequent performance, such as those for wages, material, transport and movement only to the extent that such expenses have not been increased by the fact that the delivery or service object has been relocated after performance to a place other than the location agreed upon for delivery or service, unless said relocation corresponds with the intended purpose. Replaced parts become our property and shall be returned to us.
  - 11.4. If we are not ready or able to provide subsequent performance or our second attempt at the subsequent performance should fail as well or the subsequent is unreasonable for Purchaser, Purchaser is entitled at its discretion to demand a price decrease in accordance with Para. 14 without prejudice to possible claims for damages or for reimbursement of expenses (reduction), to remedy the deficiency itself and demand compensation for the necessary expenses (applies only to performance of work) or to withdraw from the contract if our violation of duty is not insignificant.
  - 11.5. Claims asserted by Purchaser for deficiencies presupposes that the specifications, instructions, guidelines and conditions in the technical notes, user's manual, operating instructions and other documents of every individual object of delivery and performance are observed.
  - 11.6. Claims for deficiencies shall not apply if the deficiency is due to the fact that the object of delivery or performance was altered by Purchaser or unauthorized third parties without authorization, in particular as a result of installment of third party parts or reprogramming of software in the case of software. Deficiencies caused by natural wear, wearing parts in particular, improper handling, installation, use or storage, effects of high temperatures, strong electromagnetic fields, moisture, dust or static charging and for deficiencies due to an unstable power supply are also not eligible for deficiency claims.
  - 11.7. The statutory period of limitations for deficiency claims is one (1) year starting on the day of delivery (in case of deliveries) or as of acceptance inspection (for performance). Shortening the statutory period of limitations to one (1) year also applies to claims arising in connection with unauthorized acts, which are based on a deficiency in the object of delivery or performance, except for our liability for damages resulting from breach of warranty or injury to life, limb or health, for intent and gross negligence and for product defects or if we have assumed a procurement risk.
  - 11.8. If (a) the faulty object of delivery was used in accordance with its typical manner of use for a structure and has resulted in its defectiveness or (b) there is a deficiency in a structure or (c) it involved a work, the success of which in the provision of planning and monitoring services is significant for a structure, then the statutory period of limitation is five (5) years.
- ## 12. Supplementary Provisions on Material Defects in Software
- 12.1. Based on the current state of technology, it is not possible to absolutely rule out the occurrence of errors in software under all conditions of use. The object of the warranty is software that basically corresponds to the information contained in the respective program description. Unless an express warranty has been accepted by us in writing, the information provided in the program description shall not be construed as a guaranteed characteristics as provided in §§ 443 and 639 of BGB.
  - 12.2. A deficiency in the software exists when the software does not perform the functions stipulated in the program description, delivers incorrect results, aborts operation in an uncontrolled manner or does not act in accordance with its specified functions in any other way so that the use of this software is insignificantly impaired.

12.3. We do not assume any responsibility for software errors that (a) are the result of incorrect use on part of Purchaser and that could have been avoided by carefully consulting the program documentation; this also applies in case of non-existent or inadequate backup measures; (b) are based on the presence of a virus infection or other external influences that are beyond our control, such as fire, accidents, power failure, etc.; (c) can be attributed to errors in the hardware, operating system or third party software; (d) result from the fact that the software was used in a different system environment than the one approved by us or the software or system environment had been altered by Purchaser or an unauthorized third party without authorization.

12.4. In the event that errors should occur, Purchaser shall undertake to provide us with all information required to perform an error analysis and take remedial action and to give us or any persons commissioned by us access to the necessary extent to the software and system of Purchaser, on which it is installed. An error report shall contain information about the type of error, the application in which the error has occurred as well as the work that was performed to eliminate the error. The error shall be described in such a way that it can be reproduced. If we carry out an error analysis at Purchaser's request and no error is noted or identified within the meaning of Para. 12.2, we are entitled to demand Purchaser to provide compensation for the expenses incurred during troubleshooting and error analysis.

### **13. Defects in Title**

13.1. We warrant within the scope of statutory requirements that objects and services rendered by us are free of third-party rights that would be in conflict with Purchaser's contractual use of the objects.

13.2. In the event that a third party should assert such rights vis-a-vis Purchaser, Purchaser shall immediately notify us in writing in this respect and shall grant us any and all powers of attorney and authorizations required to defend Purchaser against such asserted third-party rights.

13.3. If there is a defect in title, we are entitled to choose (a) to eliminate the third-party rights that encumber the contractual use of the object of delivery or service result or eliminate the allegation that such third party rights exist by taking appropriate measures, or (b) shall alter or replace the object of delivery or the service result in such a manner that they no longer violate on any third-party rights, provided the agreed upon functionality is not significantly affected as a result.

13.4. In the event that we should fail to eliminate the defect in title within a reasonable period set by Purchaser, even after a second attempt, Purchaser shall be entitled, at its discretion, to demand reduction (decrease in the agreed upon remuneration) without prejudice to possible claims for damages or for reimbursement of expenses in accordance with Para. 14 or to withdraw from the contract if the defect in title is not insignificant.

13.5. Para. 11.7 governs the statutory period of limitations for claims based on defects in title.

### **14. Liability for Damages and Reimbursement of Expenses**

14.1. We are liable under the statutory provisions if Purchaser asserts claims for damages or reimbursement of expenses resulting from intent or gross negligence or non-compliance with written warranties (including the assumption of a procurement risk) and in cases of culpable injury to life, limb or health.

14.2. In case of slight negligence, we are only liable otherwise for the breach of a major contractual obligation. Major contractual obligations are such that arise in connection with the nature of the contract and are particularly important for fulfilling the contractual purpose. In case of violation of major contractual obligations by way of slight negligence, our liability is limited to foreseeable damage that typically occurs, however no more than EUR 500,000 per damage event; claims for damages and compensation for expenses become in such case time-barred within twelve (12) months.

14.3. In the event of loss of data our maximum liability shall be limited to the expenses that Purchaser would have incurred for reconstruction had data backup been adequate.

14.4. Any liability for damage or expense compensation beyond that stipulated in these GTC shall be excluded regardless of the legal nature of the claim asserted. The mandatory provisions of the Product Liability Act remain unaffected.

14.5. If our liability is excluded pursuant to these GTC, this exclusion shall also pertain to the liability of our organs, representatives and agents, in particular our employees.

### **15. Product Liability**

15.1. Purchaser shall not change the objects of delivery, he will in particular not change nor remove any existing warnings relating to hazards or risks due to improper use of the objects of delivery. In case of violation of this obligation, the Purchaser indemnifies us inter partes from any third party product liability claims, unless the Purchaser is not responsible for the deficiency resulting in the liability event.

15.2. If we are forced to recall the product or issue a product warning due to a defect in the objects of delivery, Purchaser agrees to cooperate to the best of its ability in measures that we deem necessary and appropriate and to support us, especially, in identifying the necessary customer data. The Purchaser is obliged to pay the costs of the product recall or warning, unless the Purchaser is not responsible for the product deficiency and the damage incurred under the principles of the product liability law. This in no way affects any more extensive claims we may have.

15.3. Purchaser shall inform us immediately about any risks that it becomes aware of during the use of the objects of delivery and any possible product deficiencies.

### **16. Protection of Confidential Information, Business Secrets**

16.1. Each contracting party shall treat any and all non-public information and business secrets of the other party it becomes aware of within the framework of the business relationship as confidential and use same only for the purposes of the respective contract. The recipient shall not make such business secrets and confidential information available to any third party and shall only permit employees to access such business secrets and confidential information only to the extent necessary for the purpose of the respective contract. In particular, objects that embody business secrets are also subject to the confidentiality obligation.

16.2. Business secrets include information that neither as a whole nor in the exact arrangement and composition of its components is generally known or readily accessible to persons in circles who typically deal with this type of information and thus is of economic value and which is subject of the circumstances according to suitable confidentiality measures by its rightful owner and for whom there is a legitimate interest in confidentiality, in particular technical information (e.g. methods, procedures, formulas, technologies and inventions) as well as commercial information (e.g. price and financial data and sources of supply) and all information that is designated as confidential or secret or recognizable as a business secret on the basis of other circumstances.

16.3. The obligation under Para. 16.1 shall not apply to such technical or business information that the recipient was already aware of before it obtained such from the other party, or to information that becomes part of the public domain without breach of this obligation, or that has been released for publication in written form by the other party.

16.4. If public authorities demand that Interflex or the customer provide information and such information concerns confidential information of the respective other party, such other party must be notified in writing without delay as far as legally permissible and if possible before the relevant information is disclosed.

16.5. The parties shall ensure by way of forming appropriate contractual agreements with its employees, representatives and other agents that the latter are subject to the corresponding confidentiality obligations and the protected information is used only for the purpose of implementing the business relation.

16.6. The confidentiality obligation pursuant to this Para. 16 shall survive the expiration of the respective contract for a period of three (3) years. Every contractual party is obligated to return, delete and/or destroy all files and documents containing confidential information of the respective other party upon request and at the discretion of the other party.

### **17. Acceptance of Returned Product and Disposal**

17.1. Purchaser assumes the responsibility to properly dispose of the delivered product after its termination of use at its expense in compliance with respective statutory provisions.

17.2. Purchaser indemnifies us, the manufacturer, against the obligations pursuant to § 19 Section 1 of Elektro- und Elektronikgerätegesetz (ElektroG: German Electrical Appliance Statute), (Rücknahme der Hersteller – Manufacturer's Obligation to Accept Return of Devices)) and any pertinent third party claims.

17.3. Purchaser shall be required to contractually oblige any third party onto whom the Purchaser passes the delivered product that is subject to ElektroG and who does not use such product in a private household, to properly dispose of such product in compliance with statutory requirements at the end of its use and in the event that the third party in turn passes the product

onto others, shall require them to subject their recipient to accept equivalent requirements accordingly.

17.4. If Purchaser fails, contrary to the above Para. 17.3, to contractually oblige a third party onto whom Purchaser passes the delivered product, to accept the disposal obligation and to in turn require their customers to do the same, Purchaser shall remain obliged to accept the return of such delivered products at its expense at the end of their use and to properly dispose of such products in accordance with the applicable laws.

17.5. Our claims under Para. 17 do not become time-barred prior to expiry of two (2) years after the final discontinuation of the actual use of the device. The two-year period for suspension of statute of limitations shall begin at the earliest upon our receipt of a written notice from Purchaser on the discontinuation of use.

#### **18. Cross-border Deliveries, Export Control**

18.1. For cross-border deliveries, Purchaser shall provide the competent authorities with any and all statements necessary for the export from Germany and import to the destination country in a timely manner and take any action, especially obtain any documents necessary customs clearance and satisfy the requirements on export controls or other restrictions on marketability. At our request, Purchaser shall provide an end-user certificate that meets requirements of the currently applicable provisions.

18.2. Cross-border deliveries are subject to the proviso that the fulfillment is not impeded or impaired on the basis of any national or international regulations, in particular export control regulations and embargoes or other sanctions.

18.3. Delays due to export controls suspend the agreed upon delivery periods.

#### **19. Data Privacy, Consent for Reference Purposes**

19.1. Job-related contact details and data are collected, processed and used within the scope of the statutory provisions within the Allegion Group, to which Interflex belongs. Typically, such person-related data are used for communication (by phone, in writing or by e-mail) within the framework of order processing or regarding information about new updates and products by Interflex and Allegion as well as for voluntary customer satisfaction surveys and similar. Further details can be found in our privacy policy at <https://interflex.com/en/privacy-statement/>.

19.2. Upon request, we will provide information about data relating to Purchaser and stored by us at any time. Contact our data privacy protection team at [interflex.datenschutz@allegion.com](mailto:interflex.datenschutz@allegion.com) for any further questions you have with regard to data privacy protection at Interflex and Allegion.

19.3. Insofar as we process personal data within the framework of performing services, for which Purchaser is the controller within the meaning of Art. 4 (7) of EU General Data Protection Regulation (GDPR), we will enter into a separate agreement with the customer for data processing in accordance with Art. 28 (3) of GDPR (DPA). A sampleDPA, which also outlines the technical and organizational measures guaranteed by us, can be found at <https://interflex.com/en/terms-and-conditions/>.

19.4. Purchaser agrees that we can list him as a reference customer and may also use the company logo of Purchaser, likewise for reference purposes only. Purchaser can also withdraw this consent at any time in writing with effect for the future. Any media that may have already been printed with such reference may be used during a reasonable use-by period even after the consent has been withdrawn.

#### **20. Compliance and Code of Ethical Conduct**

20.1. Compliance with the corporate values, codes of conduct and applicable laws are top priority for us as part of the Allegion Group. We also have expect this of our business partners.

20.2. Purchaser confirms that he has read Allegion's code of conduct for business partners (available at: <https://www.allegion.com/content/dam/allegion-corp/supplier-portal/gspc-code-of-conduct-for-business-partners-english.pdf>) and agrees to comply with it.

20.3. We may conduct appropriate audits during normal business hours in order to ensure that our business partners conduct their business in an ethical and legally compliant manner and in accordance with Allegion's code of conduct for business partners.

#### **21. Final Provisions**

21.1. The laws of the Federal Republic of Germany apply. The application of the UN Convention on the International Sale of Goods shall be excluded.

21.2. Exclusive place of performance for both contracting parties is Stuttgart, Germany. If Purchaser is a businessperson as defined in the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is Stuttgart, Germany. We

are nonetheless entitled to take the Purchaser to court at its general place of jurisdiction and at every other admissible place of jurisdiction.

21.3. Should any individual provision or any part of any provision of these GTC be or become void or unenforceable or if a loophole is determined herein, the validity of the remaining provisions is in no way affected. The contracting parties agree to replace the void and/or unenforceable provision with an effective or enforceable provision coming as close as possible to the sense, spirit and purpose of the void and/or unenforceable provision. In case of a loophole, such provision is deemed as agreed upon that comes as close as possible to the sense, spirit and purpose of these GTC as desired or would have been desired, if the contracting parties had considered the matter in the beginning.

21.4. We are entitled to use electronically signed documents (e.g. via DocuSign) when submitting, for instance, performance confirmation or service reports.