

General Terms and Conditions of Sale and Delivery

MIVISiO GmbH

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1. Scope of application

- 1.1 Our offers, order confirmations, commercial letters of confirmation, deliveries and performances are exclusively subject to these General Terms and Conditions of Sale and Delivery (hereinafter referred to as "General Terms and Conditions"). Any terms and conditions of the customer, which are contrary to or deviate from our General Terms and Conditions of Sale and Delivery shall not apply.
- 1.2 These General Terms and Conditions shall apply (i) even if we perform a contract without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these General Terms and Conditions and (ii) also to future transactions with the same customer, even if we do not refer to these General Terms and Conditions' applicability respectively.

2. Offers, cancellation

- 2.1 We are entitled to revoke our offers without providing any reason until we receive the declaration of acceptance (offers without engagement).
- 2.2 To the extent that an order of the customer is an offer in the sense of section 145 of the German Civil Code, we may accept it within two weeks.
- 2.3 If we agree to cancellations as a gesture of goodwill, the costs that we incurred (e.g., for cancellations vis-à-vis our suppliers, etc.) or will incur shall be borne by the customer. The same applies to changes to orders that we have already accepted if we agree to this change.

3. Order documents

We reserve all copyrights to plans and documents (drawings, plans, stock lists, computations, calculations, etc.) which have been disclosed or made available to the customer. The customer shall use these plans and documents only for the purpose of fulfilling the contract and shall not make them available to third parties without our express written consent. They shall be returned to us upon request; a right of retention shall only be exercisable in the case of acknowledged and undisputed counterclaims or counterclaims that have been legally established.

4. Prices, price adjustments

- 4.1 Unless otherwise stated in our offers, order confirmations/confirmation letters, our prices shall apply ex works plus packaging costs and VAT at the statutory rate on the date of invoicing. Any withholding tax shall be borne by the customer.
- 4.2 Our prices are subject to change. They are based on the wage, material, and overhead costs at the time of the order confirmation/the confirmation letter. If the wage, material, or overhead costs increase within six weeks between conclusion of the contract and delivery, we shall be entitled to increase the price correspondingly, unless we are in arrears with delivery. We reserve the right to make other price adjustments in cases of disruption of the contract's basis (*Störung der Geschäftsgrundlage*) in the sense of section 313 of the German Civil Code.

5. Terms of payment

- 5.1 The customer shall not be entitled to withhold payment or to set off counterclaims unless such counterclaims have been legally established, acknowledged or are undisputed or unless there is notification of non-conformity the justification of which is obvious and unless the counterclaims stem from the same contractual relationship.
- 5.2 In cases of the defence of uncertainty (section 321 of the German Civil Code) or in the event of delayed payment by the customer in the total amount of more than EUR 2,000.00 gross, we shall be entitled to revoke all payment terms granted and to render all claims immediately due and payable.
- 5.3 To the extent that we grant payment discounts in individual cases, this shall be subject to compliance with our terms of payment. If these are not complied with, we shall be entitled to revoke payment discounts for the future at any time.

6. Delivery, passing of risk, storage

- 6.1 Partial deliveries are permissible insofar as they are reasonable for the customer, whereas remedies of the customer due to the delay in delivery remain unaffected. Technical or recipe changes are permissible provided that they do not result in a price increase and do not lead to a reduction in quality.
- 6.2 Deliveries are made ex works (EXW) Emmendingen, Germany (Incoterms 2020). If the customer is in default of acceptance (*Annahmeverzug*) under sections 293 et seq. of the German Civil Code, the risk shall pass to the customer upon notification that the subject matter of the transaction is ready for collection.
- 6.3 In the event of a default in acceptance (*Annahmeverzug*) under sections 293 et seq. of the German Civil Code, we shall be entitled to charge the customer storage fees for the duration of the delay in the amount customarily charged by a freight forwarder in the Emmendingen area. The same shall apply if the collection or shipment of the goods is delayed at the request of the customer.

7. Time of delivery and performance, late delivery

- 7.1 Only mutually agreed delivery periods are binding.
- 7.2 An agreed delivery period shall commence upon receipt of our order confirmation/letter of confirmation, but not before all technical questions have been fully answered and any documents, approvals, and releases to be provided by the customer have been submitted, and not before receipt of any agreed down payment or agreed advance payment. The delivery period shall be deemed to have been complied with if readiness for dispatch has been established and the customer has been notified thereof by the expiry of the delivery period or, if so agreed, the goods have been handed over to the carrier.
- 7.3 Agreed delivery times shall be extended appropriately in the event of operational disruptions for which we are not responsible, such as strikes, lockouts or delays in supplier deliveries for which we are not responsible. In such cases, the customer shall be entitled to rescind the contract after setting a reasonable additional period of time for delivery. Claims for damages are excluded in these cases. If the operational disruption for which we are not responsible lasts longer than eight weeks, we shall be entitled to rescind the contract without being liable for damages. The same applies to the customer.
- 7.4 If we are in default of delivery or performance (*Verzug*), we shall be liable, insofar as the customer proves damage, limited to the typically occurring, foreseeable damage. The limitation of liability shall not apply in cases of intent or gross negligence.
- 7.5 At our request, the customer shall be obliged to declare within a reasonable period of time whether it will rescind the contract due to the default in delivery or performance or whether it will insist on delivery.
- 7.6 The limitations of liability pursuant to Clause 7.4 shall not apply if a commercial transaction for delivery by a fixed date (*kaufmännisches Fixgeschäft*) in the sense of section 376 of the German Commercial Code has been agreed upon; the same shall apply if, due to the delay for which we are responsible, the customer can assert that the immediate assertion of a claim for damages in lieu of performance is possible.

8. Reservation of deviation, remedies

- 8.1 In the event of only immaterial non-conformities, the customer shall only be entitled to reduce the purchase price. In such cases, there shall be no further legal remedies.
We reserve the right to deviations in dimensions, quantity, weight, quality, colour, and other specifications that are customary in the trade, insofar as they do not significantly impair the use of the goods or the agreed quality required under the contract or affect a guarantee we have given. In particular, if the delivery consists of up to 2% non-usable goods, this shall not be considered a breach of contract. In the case of order lots, excess or short deliveries of up to 2% of the delivery quantity are permissible. This also applies to

partial deliveries. The price shall be adjusted to the corresponding extent in cases of non-usable goods as well as excess or short deliveries.

- 8.2** The customer shall be responsible for examining whether substances that come into contact with the ordered goods are affected by them. It shall notify us immediately of any such alteration.

- 8.3** The customer shall examine deliveries for shortages and recognizable non-conformities without undue delay and notify us thereof in writing (Textform) in the sense of section 126b of the German Civil Code without undue delay, at the latest, however, within eight days after the passing of risk. Non-conformities that cannot be detected upon delivery shall also be reported without undue delay after discovery in writing (Textform) in the sense of section 126b of the German Civil Code, at the latest no later than eight days after discovery. The notification periods shall apply in the same manner to direct deliveries to third parties named by the customer; in such cases, the customer shall also ensure that a notification of non-conformities is made in due time.
- 8.4** To the extent that we are liable for non-conformities, we shall be entitled and obliged, at our discretion, to repair or replace the goods free of charge up to three times within a reasonable period of time, provided that the non-conformity occurs within the limitation period pursuant to Section 8.5 and the customer notifies us thereof in due time, provided that the cause of the non-conformity already existed at the time of the passing of risk. The customer shall be obliged to prove this. If the supplementary performance fails, the customer may rescind the contract or reduce the remuneration without prejudice to any claims for damages under Clause 9.
- 8.5** Claims for non-conformity shall become barred by the statute of limitations after one year. This shall not apply in cases of sections 445a, 445b, 478 of the German Civil Code, injury to life, body, or health, intentional or grossly negligent breach of obligation, or culpable breach of a fundamental contractual obligation within the meaning of Section 9.2 by us or our vicarious agents, fraudulent concealment of a defect, assumption of a guarantee, or insofar as we are liable under the provisions of the German Product Liability Act (*Produkthaftungsgesetz*). The statutory provisions on suspension of expiry, suspension, and recommencement of the periods under the German statute of limitations (sections 203 et seq. of the German Civil Code) shall remain unaffected.
- 8.6** Claims by the customer for expenses incurred for the purpose of cure, in particular transport, travel, labor, and material costs, shall be excluded to the extent that expenses are increased because the goods have been taken to a place other than the customer's place of business.
- 8.7** The customer shall only have a right of recourse against us pursuant to Section 478 of the German Civil Code (BGB) to the extent that the customer has not entered into any agreements with its customer exceeding the statutory claims for defects. For the scope of the customer's right of recourse, Clause 8.6 shall apply *mutatis mutandis*.
- 8.8** Claims for damages due to non-conformities shall be governed by Clause 9. The customer shall not be entitled to any legal remedies beyond the claims set forth in Clause 8 in connection with Clause 9.
- 8.9** If the customer's notification of non-conformity is unjustified, we shall be entitled, in cases of intent or gross negligence, to demand reimbursement from the customer for our expenses incurred.
- 9. Damages**
- 9.1** Claims for damages and reimbursement of expenses by the customer (claims for damages) shall be excluded, irrespective of the legal grounds, in particular due to the breach of obligations arising from the contractual obligation and from tort.
- 9.2** The limitation of liability pursuant to Clause 9.1 shall not apply in cases of liability under the German Product Liability Act (*Produkthaftungsgesetz*), intent, fraudulent intent, gross negligence, injury to life, body, or health, insofar as we have assumed a guarantee, or due to the breach of fundamental contractual obligations. Contractual obligations are fundamental insofar as their fulfillment makes the proper execution of the contract possible in the first place and when the customer may regularly rely on compliance with such obligations. In the event of a breach of fundamental contractual obligations, however, our liability shall be limited to the foreseeable damage typical for the contract, unless there is intent, fraudulent intent, or gross negligence, or injury to life, body, or health. The limitation of liability to the

foreseeable damage typical for the contract shall also apply to cases of loss of profit and other financial losses. A change in the burden of proof to the disadvantage of the customer is not effected by these rules.

- 9.3** Claims for damages due to non-conformities (Clause 8) shall become barred by the statute of limitations according to Clause 8.5.

10. Retention of title, deterioration of the customer's financial circumstances

- 10.1** Title to the goods shall remain vested in us and shall not pass to the customer until all claims stemming from the contract with the customer have been paid in full and received by us. The customer shall be authorized to sell or process, combine, or install the products in the ordinary course of business (reserved goods), but not to pledge or assign them by way of security. In the event of a deterioration of the customer's financial circumstances, we shall be entitled to prohibit the sale, processing and installation as well as the combining.

- 10.2** Resale shall only be permitted on condition that the customer (reseller) makes the reservation that title shall not pass to its customer until the latter has fully met its payment obligations in respect of the reserved goods (simple reservation of title). The customer hereby already assigns to us all claims arising from the resale up to the amount of our claim.

- 10.3** The customer is authorized to collect claims that it has assigned to us. The authorization to collect shall expire in the event of default in payment (*Zahlungsverzug*) or in the event of a significant deterioration of the customer's financial circumstances. In such cases we shall be entitled to inform the debtors of the assignment and to collect the claims ourselves.

For the assertion of the assigned claims, the customer must provide the necessary information and permit the verification of this information. In particular, upon request, the customer must provide us with a detailed list of the claims accruing to it, including the names and addresses of its customers, the amount of the individual claims, the invoice date, etc., and shall allow us access to its business premises for the purpose of verification.

- 10.4** If the reserved goods are combined, mixed or processed with other items, we shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the total value of the new item.

- 10.5** The customer undertakes to notify us immediately in the event of a suspension of payments, a significant deterioration of its financial circumstances and of seizures. The customer shall give the name of any creditor who has initiated seizures of the customer's assets and the address of such creditor. The customer shall bear all costs which have to be incurred in order to revoke the seizure of the goods by enforcement creditors and to recover the goods.

- 10.6** The customer shall hold the goods subject to retention of title in safe custody for us without remuneration; it shall not be entitled to establish a storage lien. It undertakes to insure the goods against usual risks such as fire, theft, water and transport damage to an appropriate extent. It hereby assigns to us its claims for compensation to which it is entitled against third parties from damage of the aforementioned kind to the amount of the invoice value of the goods.

11. Jurisdiction, applicable law

- 11.1** The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationships between the customer and us shall be Emmendingen, Germany. However, we shall also be entitled to sue the customer in the court at its place of business.

11.2 The contractual relationship shall be governed by German law other than rules of private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The customer can find our current data protection declaration at <https://www.mivis.io> .