



General terms and Conditions of Delivery Status October 2022

A. General Provisions

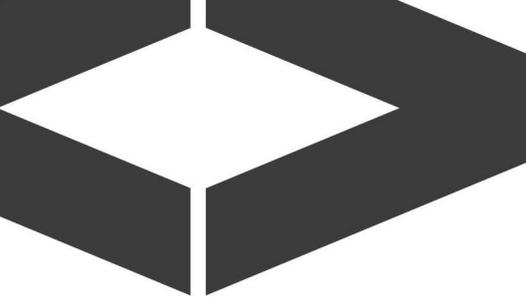
1. Scope

- (1) These General Terms and Conditions of Delivery apply, unless otherwise expressly stipulated in writing, to all contracts in connection with the purchase and delivery of hardware, the provision and maintenance of software, as well as the service and maintenance of the overall system between Olmatic GmbH (hereinafter referred to collectively as "**Olmatic**", "**we**" or "**us**") and its clients ("**Client**" or "**you**"). They also apply to future business relationships, even if they are not expressly agreed again. The version of these General Terms and Conditions of Delivery valid at the time of conclusion of the contract shall be authoritative.
- (2) Our service offers are directed exclusively at entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) BGB (German Civil Code, "*Bürgerliches Gesetzbuch*", hereinafter referred to as "**BGB**"). An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity (Section 14 BGB).
- (3) These General Terms and Conditions of Delivery shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of delivery of the customer shall only become part of the contract if and insofar as Olmatic has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if Olmatic carries out the delivery to the client without reservation in the knowledge of the Client's general terms and conditions. In the event of conflicting or contradictory General Terms and Conditions, the Client is requested to confirm in writing that only our General Terms and Conditions shall apply.
- (4) Individual agreements made with the Client in individual cases (including any framework agreements, ancillary agreements, supplements and amendments) as well as the information contained in the individual order shall in any case take precedence over these General Terms and Conditions of Delivery. They require the written form.

2. Form

Legally relevant declarations and notifications by the Client with regard 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). Legal formal requirements and further proof, in particular in case of doubts about the legitimacy of the person making the declaration, remain unaffected.





3. Conclusion of Contract, Cooperation

- (1) Olmatic's offers are subject to change and non-binding. The order or the assignment of the Client shall be deemed to be a binding order.
- (2) Unless otherwise agreed, a contract shall be concluded with the order confirmation sent by e-mail or in writing by Olmatic or, in individual cases, with the conclusion of a written contract. In the case of orders placed by telephone, either a non-binding offer pursuant to number 3 paragraph (1) or an order confirmation is sent to the Client immediately. Olmatic is entitled to accept the offer of the Client or the Client's order within 7 working days.
- (3) Cost estimates are non-binding for Olmatic unless they have been confirmed in writing. Cost estimates will be invoiced to the Client if they do not lead to an order being placed.
- (4) When placing the order, the Client shall already inform us of the type of packaging he requires for the processed goods. Furthermore, the Client must provide all specific information required for the processing and storage of the object of performance (in particular article designation, number of items, individual value, material and material information, pre-treatments already carried out, regulations or requirements for the processing and coating surfaces and standards, requirements for the storage of the objects of performance) before placing the order. Any changes shall be notified to Olmatic in writing without delay.
- (5) Insofar as the commissioning requires extensive individual preliminary planning of the individual production, in particular the creation of a prototype, this shall constitute work performance pursuant to Section 631 ff. BGB which the Client has to remunerate in accordance with this contract. Olmatic shall provide the Client with information on the progress and content of the performance to be rendered upon request.
- (6) The information contained in the order confirmation together with any enclosures shall be conclusively authoritative for the determination of performance.
- (7) The statutory provisions in force at the time of the order confirmation shall apply to the performance of the contract. The delivery of the goods according to the commercial terms of the INCOTERMS in the respective valid version, requires a written agreement. In the event of an agreement, the regulations contained therein shall take precedence insofar as they conflict with these General Terms and Conditions of Delivery.

B. Sale and Delivery of Hardware

4. Scope of Services

Unless expressly agreed otherwise, the sale and delivery of the hardware does not include scaffolding and earthworks, underground cables, lightning and surge protection and ballasting for flat roof installations.

5. Cooperation Obligations of the Client



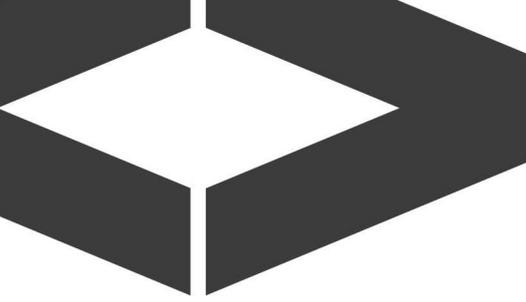


- (1) The Client undertakes to support the activities of Olmatic required for the purpose of planning the individual production, producing of the individual production or provision of the service. In particular, the Client shall create, free of charge, all prerequisites in its sphere of operation that are necessary for the planning or performance of the service. In addition to the provisions in the performance specifications, these prerequisites include that the Client
 - a. designates a contact person who is available to the employees of Olmatic during the agreed working hours and who is authorised to make declarations on behalf of the client which are necessary as an interim decision within the framework of the execution of the order;
 - b. provides information on fire protection and fire protection concept, and reviews the structural analysis;
 - c. facilitates an on-site appointment.
- (2) Upon request, the Client shall provide Olmatic with all information necessary for the execution of the order, as well as the required documents and specifications, in particular technical data or drawings. All specifications must be made available to Olmatic in such a way that they can be implemented by Olmatic without interpretation.
- (3) Upon request, the Client shall confirm in writing the correctness and completeness of the documents submitted by him as well as his information and oral statements.
- (4) Should technically necessary changes arise as a result of the information provided or the on-site appointment, the offer shall lapse and be replaced by a new, adjusted offer. Should these changes not receive approval, even during the project, the originally agreed scope of services shall be retained, even if this is not technically expedient.

6. Delivery and transfer of risk

- (1) Unless otherwise specified in the order confirmation (such as a reference to trading conditions in accordance with INCOTERMS) or a cross-border delivery pursuant to para. 7 has been agreed, delivery shall be ex works.
- (2) In the case of sales shipment to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.
- (3) Delivery in parts is permissible.
- (4) Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance.
- (5) If the Client is in default of acceptance, this shall be treated as a handover or acceptance.
- (6) If the Client is in default of acceptance, fails to cooperate or if delivery is delayed for other reasons for which the Client is responsible, Olmatic shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). In this case Olmatic shall charge a lump-sum compensation of 0.5% of the order





value in EUR per calendar week, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch. The compensation is limited to a maximum of 5% of the order value. The proof of higher damage and statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) of Olmatic remain unaffected; however, the lump sum is to be offset against further monetary claims. The Client is entitled to prove that Olmatic has incurred no damage at all or only significantly less damage than the above lump sum. However, Olmatic shall be entitled, after setting and fruitless expiry of a reasonable deadline, to dispose otherwise of the delivery item and to supply the Client as a substitute with a reasonably extended deadline. The Client is obliged to insure the goods provided by us in accordance with the replacement value against theft, breakage, fire, water and transport damage as well as other insurable damage at its own expense.

- (7) Unless otherwise agreed, in particular according to number 3 paragraph (4), the type of packaging shall be determined by Olmatic. Non-returnable packaging shall not be taken back by Olmatic but shall become the property of the Client.
- (8) The Client shall be obliged to return the packaging material provided by Olmatic upon delivery (in particular skeleton containers, other returnable containers) to Olmatic carriage paid and emptied. In the event of loss of or damage to the packaging material provided, the Client shall be obliged to compensate Olmatic.

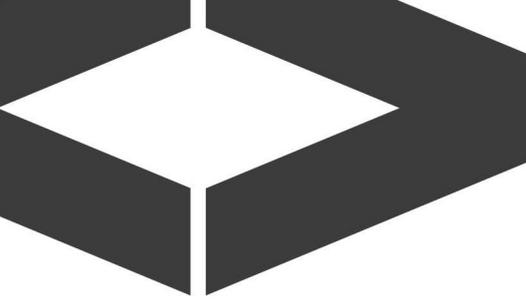
7. Cross-border Delivery

- (1) In the case of cross-border deliveries, the Client shall make all declarations and perform all acts necessary for export from Germany and import into the country of destination in good time vis-à-vis the competent authorities, in particular procure the documents necessary for customs clearance and comply with the requirements for any export controls or other restrictions on marketability.
- (2) The deliveries are subject to the reservation that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations as well as embargoes or other sanctions.
- (3) Delays due to export controls shall extend delivery times accordingly; any delivery dates shall be postponed accordingly.

8. Delivery Times

- (1) All deadlines stated for the delivery or completion of the goods are non-binding unless they are expressly designated as binding.
- (2) Confirmed orders and delivery dates shall apply in all cases subject to correct and timely self-delivery and fulfilment of all agreed obligations to cooperate on the part of the Client, inter alia, pursuant to number 4. In the event of changes to the delivery item initiated by the Client and accepted by Olmatic, any agreed delivery date shall lapse. Any delivery dates and delivery periods shall then be agreed anew.



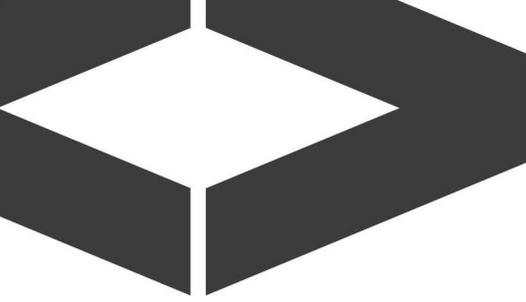


- (3) A delivery or completion deadline shall be deemed to have been met if the consignment is ready for dispatch within this period and the Client has been notified of this or the product is ready for acceptance.
- (4) Delivery or completion deadlines shall be extended by the duration of the interruption of operations in the event of such circumstances for which Olmatic is not responsible for and which have a considerable influence on the production or delivery of the item, in particular also in the event of war/warlike acts, seizure, embargo, natural disasters, industrial disputes, epidemics, pandemics and other circumstances affecting Olmatic or sub-suppliers (interruption of operations not due to Olmatic's fault). If a deadline is extended due to such circumstances, the Client shall not be entitled to any liability claims against Olmatic. Olmatic shall also not be liable for a disruption of operations through no fault of its own for the duration of the delay.
- (5) In the event of a delay in performance due to number 8 paragraph (4) no claim for damages.

9. Retention of Title

- (1) Hardware provided to the Client on loan as part of the request phase shall remain the property of Olmatic, subject to other agreements between the parties.
- (2) The delivery items shall remain the property of Olmatic until full and unconditional payment by the Client. Furthermore, the retention of title to the delivery items shall continue to exist until all claims arising from the business relations with the Client have been settled. Until this time the Client merely exercises possession of the delivery items.
- (3) In the event of breach of contract by the Client, in particular in the event of non-payment of the purchase price due, Olmatic shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of retention of title. The demand for return does not at the same time include the declaration of withdrawal; Olmatic is rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the Client does not pay the due purchase price, Olmatic may only assert these rights if the Client has previously been unsuccessfully set a reasonable deadline for payment or such a deadline is dispensable according to the statutory provisions.
- (4) Until revoked in accordance with paragraph (c.) below, the Client is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:
 - a. The retention of title shall extend to the products created by processing, mixing or combining our goods at their full value, whereby Olmatic shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their ownership rights remain, Olmatic shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Apart from that, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - b. The claims against third parties arising from the resale of the goods or the product are hereby assigned by the Client to Olmatic as security in total or in the amount of





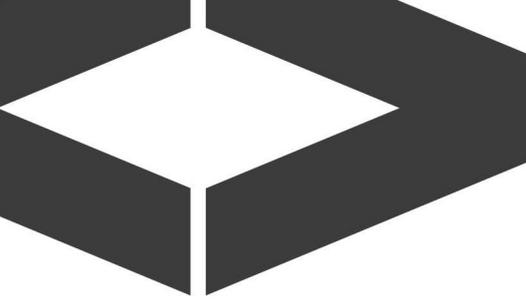
our possible co-ownership share in accordance with the preceding paragraph. Olmatic hereby accepts the assignment.

- c. The Client remains authorised to collect the claim in addition to Olmatic. Olmatic undertakes not to collect the claim as long as the Client meets its payment obligations towards Olmatic and there is no deficiency in its ability to pay. If this is the case, however, Olmatic may demand that the Client informs Olmatic of the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case Olmatic is entitled to revoke the Client's authority to further sell and process the goods subject to retention of title.
- d. Olmatic shall release ownership of the delivery item at the Client's request to the extent that Olmatic's security interest lapses. The security interest shall cease to exist insofar as the realisable value of the delivery item exceeds the cover limit of 110 % of the secured claim not only temporarily. It is presumed that the cover limit is reached if the expert estimate of the value of the delivery item at the time of the request for release corresponds to 150% of the secured claim. Proof of a different realisable value of the delivery item remains possible.

10. Claims for Defects of the Client

- (1) The Client's rights in respect of defects presuppose that it has inspected the delivered goods upon delivery in accordance with Section 377 HGB (German Commercial Code, "*Handelsgesetzbuch*", hereinafter referred to as "HGB") and has notified Olmatic of obvious defects without delay. Olmatic must be notified of hidden defects in writing immediately after their discovery. The Client shall bear the burden of proof that a hidden defect exists.
- (2) The Client shall give Olmatic the opportunity to convince itself of the defect and shall make the goods or samples available for this purpose upon request.
- (3) Complaints about partial deliveries do not entitle the Client to reject the remaining delivery.
- (4) Olmatic shall not be responsible for a defect if the defect is due to the task given by the client or the faulty/insufficient cooperation of the Client according to sec. 4 Furthermore, any warranty obligation of Olmatic shall lapse if the Client or third parties modify the work or parts thereof without the consent of Olmatic.
- (5) Olmatic may demand remuneration insofar as Olmatic has acted on the basis of an error reported by the Client for which the Client is responsible.
- (6) In the event of defects of the products, Olmatic shall be entitled at its own discretion to subsequent performance by remedying the defect (subsequent performance) or by manufacturing or delivering a defect-free product (new delivery). In the event of subsequent performance Olmatic shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs. Personnel and material costs claimed by the Client in this connection shall be charged on a cost price basis. Replaced products shall become the property of Olmatic





(again) and shall be returned to Olmatic.

- (7) If Olmatic is not willing or able to effect subsequent performance, the Client may, at its discretion, withdraw from the contract or reduce the delivery price, without prejudice to any claims for damages or reimbursement of expenses. The same shall apply if the subsequent performance fails, is unreasonable for the Client or is delayed beyond reasonable periods for reasons for which Olmatic is responsible.
- (8) The Client's right of withdrawal shall be excluded if it is unable to return the performance received and this is not due to the fact that the return is impossible due to the nature of the performance received, Olmatic is responsible for it or the defect only became apparent during the processing or transformation of the products. The right of withdrawal is further excluded if Olmatic is not responsible for the defect and if the Client has to pay compensation for the value instead of the return.
- (9) No claims for defects shall arise for defects due to natural wear and tear, improper handling, installation, use or storage or improperly performed modifications or repairs of the products by the principal or third parties. The same applies to defects attributable to the principal or which are due to a cause other than the original defect.
- (10) Olmatic does not assume any guarantees, in particular no quality or durability guarantees, unless otherwise agreed in writing in individual cases.
- (11) Claims of the Client for reimbursement of expenses instead of damages in lieu of performance are excluded unless the expenses would also have been incurred by a reasonable third party.
- (12) Claims for defects are excluded:
 - a. in the event of consumption and wear of materials and parts which, due to their nature, are subject to unavoidable and regular wear and tear;
 - b. if and to the extent that a malfunction is due to the fact that the Client or a commissioned third party has not ensured compliance with the technical framework conditions specified for it in the documentation and these supplementary documents or the malfunction is due to an otherwise improper use of the delivery item;
 - c. if and to the extent that the delivery item may not be imported into or operated in the country of destination due to statutory or official regulations. The Client is obliged to check before placing the order whether it can import the delivery item into the country of its choice and operate it there.

C. Provision and Maintenance of the Software

11. Optimisation Software

- (1) Olmatic provides the Client with customised software that is used to create targeted analyses of how renewable energy production looks on the one hand and how the respective energy consumption will look in the coming days on the other. In the course of reducing energy consumption, load peaks and increased energy consumption are automatically recognised several days in advance by artificial intelligence and compensated for by the intelligent procurement of regenerative energy sources. Olmatic





does not assume any guarantee for energy savings or their amount.

- (2) The Client is only granted the use of the software. The software shall in any case remain the property of Olmatic.
- (3) The cloud-based software solution is operated on Olmatic's servers and is not integrated into the Client's infrastructure. The use of the software includes only the receipt and reading of information and no access to the software itself or its control. As a rule, no change requests of the Client regarding the software, its design or functionality will be implemented.

12. Copyright and Rights of Use

- (1) The software provided by Olmatic is protected by copyright and by international agreements for the protection of intellectual property. Olmatic and its respective licensors are exclusively entitled to all rights to the software as well as to other data provided within the scope of the contract initiation and implementation.
- (2) Olmatic grants the user the non-exclusive, non-transferable right to use the software for the term of the agreement, limited in time to the term of the agreement, and grants permission to use the right of use to the extent resulting from these terms of use.
- (3) The user is not permitted to download, store, copy, sublicense, rent, lend or lease the software or parts of the software.
- (4) The user is not permitted to rework or modify the software in any way, in whole or in part, or to create derivative works based in whole or in part on the software. The user is also prohibited from reverse-engineering the software, translating it or extracting program parts from the software. The user is not entitled - with the exception of the legal exceptions of Sections 69 b) and 69 e) UrhG (German Copyright Law, "*Urheberrechtsgesetz*", hereinafter referred to as "UrhG") - to decompile or disassemble the software, to carry out reverse engineering or to otherwise attempt to derive the source code. If the user is permitted by mandatory statutory provisions to perform reverse engineering or decompilation to achieve full functionality or interoperability with other software programs, the user shall be obliged to inform Olmatic of the nature and scope of the intended actions before performing any such measures. Furthermore, decompilation is only permissible if the user can prove a legitimate interest worthy of protection in the performance of the action.
- (5) Insofar as the user violates the aforementioned provisions, Olmatic cannot provide any warranty for the correctness of the software.
- (6) The user is also not permitted to change or remove copyright notices, serial numbers, version numbers, trademarks or other identification features of the software. This also applies to the suppression of the screen display of these features.
- (7) The rights and obligations set out in this Clause 12 shall apply mutatis mutandis to the licence keys and user documentation, just as they apply to the software.
- (8) Olmatic may revoke the rights of use granted to the user if there is good cause for doing so. If this occurs, the user is obliged to return the original software and any existing





copies and to delete stored programmes. Upon Olmatic's request, the user is obliged to assure the surrender and deletion in writing.

13. Transmission of Technical Data

- (1) Olmatic is entitled during the term of the contract to collect, process and store technical data which the energy storage devices transmit to the cloud system. Olmatic will combine the technical data across machines and process it primarily for the purpose of checking and optimising energy consumption, checking the need for inspection and maintenance, technical error reporting, runtime and location analysis of the energy storage device and technical further development of the software used. Any personal data will be handled by Olmatic in accordance with national (Federal Data Protection Act) and European data protection regulations. If access by Olmatic to personal data cannot be excluded, the Client shall conclude a corresponding agreement with Olmatic. The client will obtain any necessary consents (e.g. from employees) and end customers.
- (2) By entering into the contract, the Client expressly consents to the collection, transmission, storage and use of the technical data by Olmatic as described above. The Client consents to the use of technical data for purposes related to the provision of services under this contract for compliance with any regulations, to avoid conflicts of interest, for the purpose of quality and risk management and to introduce new services, billing or in connection with the provision of other administrative and IT support services and to provide data analysis (together "**Processing Purposes**"), to disclose information about the Client and the Monitor to third parties acting on Olmatic's behalf who may collect, use, transfer, store or otherwise process such data (together "**Process**"). Olmatic is responsible to the Client for ensuring the confidentiality of the information described above.
- (3) The aforementioned processing is carried out because there is a legitimate interest to do so. Olmatic's legitimate interest is to provide the Client with functional monitors and software, a user-friendly app and to improve the services.

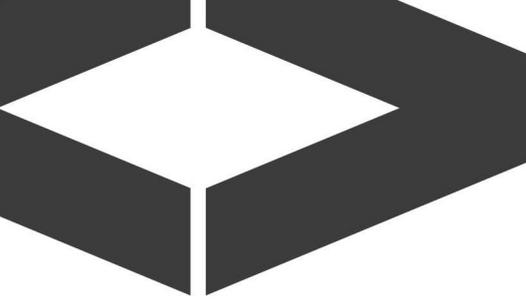
14. Usage Fee

- (1) Unless otherwise agreed, a usage fee shall be paid for the use of the software by way of a profit-sharing model plus statutory VAT, whereby the amount shall be based on the following percentage distribution, related to the energy costs saved by the optimisation performance of the software:
 - Client 51% - Olmatic 49%
- (2) However, the usage fee is at least EUR 2.300,00 plus statutory VAT per month.
- (3) However, individual agreements deviating from this number 14 are possible and then have priority.

15. Updates

- (1) Olmatic determines the time slots of the updates required for the operation of the





software already before the software is put into operation. An exception applies to interruptions required for unforeseen technical reasons (e.g. maintenance).

- (2) Olmatic shall use commercially reasonable efforts to inform the client two weeks in advance of any interruption in the running of the software due to maintenance. If advance notice is not possible, Olmatic shall use commercially reasonable efforts to inform the end customer as soon as possible about an interruption, its reasons and its expected duration.
- (3) During the performance of updates or maintenance work, Olmatic shall not be liable for any failure damage suffered by the Client.

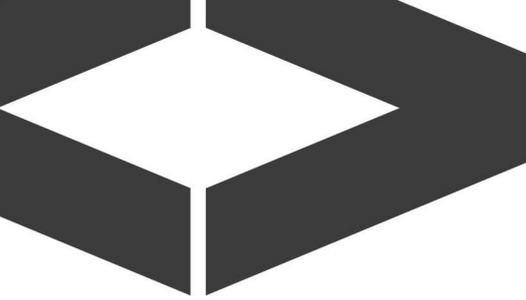
16. Useful Life

- (1) Unless otherwise agreed, the contract for the use of the software is concluded for an indefinite period.
- (2) The contract for the use of the software may be terminated with four weeks' notice to the end of the quarter.
- (3) The right to extraordinary termination remains unaffected.

17. Liability

- (1) The user acknowledges that 100% availability of the software cannot be technically realised. However, Olmatic shall endeavour to keep the software available as constantly as possible. In particular, maintenance, security or capacity issues as well as events beyond Olmatic's control (such as disruptions of public communication networks, power failures, etc.) may lead to disruptions or temporary discontinuation of the service of the software.
- (2) Olmatic shall not be liable for malfunctions in connection with the use of the software if these are due to a malfunction of the client's Internet connection or a malfunction that is within the client's sphere of risk.
- (3) Olmatic further assumes no warranty or liability if the Software adversely affects other products and applications on the target system or the target system to the extent that this is due to errors in the configuration of the target system or other products and applications installed on the target system.
- (4) The user has the option of contacting support@olmatic.de by e-mail in the event of any malfunctions in connection with the use of the software or the use of the content provided. The notification of malfunctions helps Olmatic to continuously improve its product offering.
- (5) In the event that the software fails due to circumstances for which Olmatic is responsible, Olmatic shall only be liable up to the amount of the fee payable for the use of the software. Olmatic is entitled to prove a lesser damage. The downtime required for maintenance according to number 15 does not entitle the customer to claim damages.





D. Service and Maintenance of the Entire Plant

18. Service and Maintenance Services

Unless otherwise agreed, Olmatic shall provide the Client with all service and maintenance services required for the operation of the overall system. If the Client carries out service and maintenance work itself or commissions third parties to do so, it shall be solely liable for such work.

19. Performance Implementation

- (1) Olmatic is entitled to use third parties for this purpose.
- (2) The customer is obliged to grant Olmatic or the third parties engaged by Olmatic the approach and access to the entire system required for the provision of the service or maintenance service.

E. Common Provisions

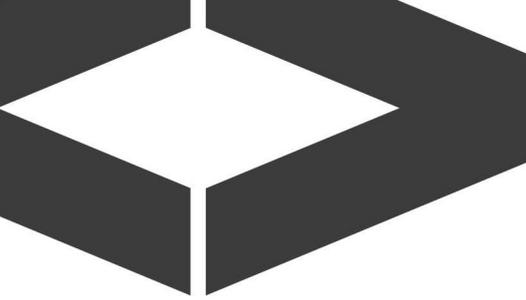
20. Advisory Service

- (1) For the purpose of planning the overall system incl. software solution, Olmatic shall provide consulting services, in particular in the initial phase of the project, for which an hourly-based invoice shall be drawn up.
- (2) Unless otherwise agreed, the fee is EUR 160 per hour (plus VAT at the statutory rate).

21. Prices and Terms of Payment, Default in Payment

- (1) Deliveries shall be made at the prices stated in the order confirmation. Unless otherwise agreed, all prices are ex works. Unless otherwise indicated, all prices and surcharges are in euros and are exclusive of packaging, transport and insurance costs as well as (i) all state and official taxes and duties, in particular value added tax and (ii) copyright levies and customs duties.
- (2) Discounts and rebates shall only be granted based on a special written agreement. The deduction of discounts is excluded if the client has not paid previous invoices.
- (3) If after the conclusion of the contract there is any increase in the aforesaid costs and charges payable by Olmatic under the contract in such case, or if Olmatic incurs or is charged any new or additional costs or payments in respect of the goods or services, then the amount equal to the increase in costs shall be for the account of the Client who shall promptly reimburse the amount to Olmatic.
- (4) If Olmatic experiences a significant change in material, chemical or energy costs that was not previously foreseeable from a calculatory point of view, each contractual partner is entitled to demand an appropriate adjustment of the price to compensate for





the increased costs in accordance with equitable principles, taking these factors into account. Olmatic shall inform the Client of the reasons for the price adjustment upon request.

- (5) In the event that the price adjustment is not insignificant, the contracting party shall have the right to withdraw from or terminate the contract.
- (6) Unless otherwise agreed, payments shall be made to Olmatic by bank transfer and without any deduction as stated in the invoice.
- (7) Unless otherwise agreed, the Client shall be in default if he does not pay the payments within 14 days of receipt of the respective invoices, without a separate reminder being required for this. In the event of default in payment, interest on arrears amounting to 9 percentage points above the respective base interest rate p.a. shall be deemed to have been agreed. Further claims on our part remain unaffected. We reserve the right to claim further damages caused by default.
- (8) When placing an order, we reserve the right to provide the service only after receipt of the agreed remuneration (hereinafter referred to as "**advance payment reservation**"). If we make use of the advance payment reservation, we shall inform the client of this without delay or state this accordingly in our offer or our order confirmation. If the Client is not prepared to pay in advance or to provide any other security, Olmatic is also entitled to withdraw from the contract. Olmatic reserves the right to assert claims for damages. Olmatic is entitled to demand payments on account within the scope of the execution of the planning service. Unless otherwise agreed, the first instalment payment is due at the latest with the production of an exemplary first sample. If partial services are rendered, Olmatic shall also be entitled to issue a down-payment invoice.
- (9) If the Client has been granted an advance payment reservation, Olmatic shall be entitled to make the entire remaining purchase price due for immediate payment to the Client if the Client is in default with at least two consecutive payments.
- (10) The due date of payments shall not be affected by the assertion of claims for defects, product liability or other claims.

22. Other Liability

- (1) Insofar as nothing to the contrary results from these General Terms and Conditions of Delivery including the following provisions, Olmatic shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) Olmatic and its vicarious agents shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability only in the event of intent and gross negligence. In the event of simple negligence Olmatic shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), in the following cases
 - a. for damages arising from injury to life, limb or health,





b. for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely);

in this case, however, Olmatic's liability shall be limited to compensation for the foreseeable, typically occurring damage.

- (3) The limitations of liability resulting from paragraph (2) shall also apply vis-à-vis third parties as well as in the event of breaches of duty by persons (also in their favour) whose fault Olmatic is responsible for according to statutory provisions. They shall not apply insofar as a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the client under the Product Liability Act.
- (4) Due to a breach of duty that does not consist of a defect, the Client may only withdraw or terminate if Olmatic is responsible for the breach of duty. A free right of termination of the client (in particular according to Sections 650, 648 BGB) is excluded. In all other respects the statutory prerequisites and legal consequences shall apply.
- (5) Insofar as liability is excluded or limited, the client shall also be obliged to indemnify Olmatic against claims of third parties upon first request.

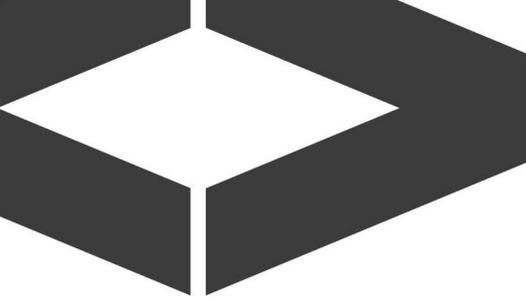
23.Limitation

- (1) Unless otherwise agreed, the limitation period for claims for defects ends 12 months after handover of the delivery item in deviation from Sections 438 (1) no. 3, 634 a BGB. Insofar as acceptance takes place, the limitation period shall begin with the acceptance. The limitation period shall not be renewed or extended by subsequent performance. Claims for defects for service parts installed within the scope of subsequent performance shall become statute-barred no later than 12 months after the transfer of risk.
- (2) The above limitation periods shall also apply to contractual and non-contractual claims for damages of the principal based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case. Claims for damages by the Client pursuant to number 22(2)a and under the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

24.Assignment, Set-off, Right of Retention

- (1) The assignment of rights and/or the transfer of the Client's obligations under the contract require the prior written consent of Olmatic.
- (2) The Client shall only be entitled to set-off if the counterclaim is recognised, undisputed or legally established.
- (3) The Client may only assert a right of retention if his counterclaim is based on the same contractual relationship and is recognised, undisputed or legally established.





25. Patents, Trademarks, etc.

- (1) Olmatic shall not be liable to the Client for any alleged infringement of patent, use, utility model, trademark, copyright or other industrial or intellectual property rights in connection with the goods or services, unless we are guilty of wilful misconduct, gross negligence or breach of major contractual obligations, except that in such case we shall use our best efforts to obtain permission to use the right holder's items or allow the client to rescind the contract. Nothing contained herein shall be deemed to confer any patent, use, trademark, utility or copyright rights in the goods; all such rights should be expressly reserved to their true and rightful owner.
- (2) Insofar as Olmatic holds intellectual property rights, including patents, utility models, trademarks, copyrights, design patents, know-how, trade secrets or other protective or prohibitive rights to the contractual performances (goods or services), obtains them in the course of the performance of the contract or licenses them from third parties for the performance of the contractual performances, these intellectual property rights shall remain with Olmatic or the third party and only the contractual rights of use shall be granted to the Client.
- (3) All rights to the results and products, as well as the associated documents, which arise within the scope of the performance under the contract, shall remain the unlimited property of Olmatic, irrespective of the processing status. Insofar as protectable inventions arise during the performance of the work, Olmatic is exclusively entitled to apply for industrial property rights in any countries in its name, naming the inventor(s) in accordance with the respective applicable provisions and at its own discretion, to pursue these, to transfer them or to drop them at any time.
- (4) In the event that Olmatic requires declarations from the Client for filing, processing, obtaining and defending industrial property rights based on inventions, the Client shall provide these to Olmatic without delay upon request.
- (5) Olmatic shall not be liable for the protectability or the existence of the property rights to the contractual services.
- (6) Olmatic assures that it is not aware of any third-party property rights to the contractual services. Liability that the contractual services are free from third party property rights is excluded.

26. Compliance

The Client is obliged to take necessary and appropriate measures to prevent corruption. In particular, the Client undertakes not to offer, promise or grant benefits or other advantages (e.g. money, gifts of monetary value and invitations that are not predominantly of a business nature, such as sporting events, concerts, cultural events) to employees and board members of Olmatic or to have them offered, promised or granted. The Client also undertakes to refrain from all attempts to entice away employees of Olmatic.

27. Cancellation





- (1) In the event that the order is terminated before completion of the service owed, the part of the service rendered up to the time of the effectiveness of the termination shall be remunerated.
- (2) If the contract is terminated for a reason for which the Client is responsible, Olmatic shall retain the claim to the full remuneration for the services transferred, but less what Olmatic saves in expenses as a result of the termination of the contract.
- (3) Any termination must be in writing.
- (4) In the event of premature termination of the contract, the claims of the contracting parties under Clauses 25, 28 shall remain unaffected.

28. Data Protection, Confidentiality

- (1) The personal data provided within the framework of the conclusion of the contract, in particular name, address, telephone number, bank data, which are necessary and required solely for the purpose of the implementation of the resulting contractual relationship, are collected on the basis of legal authorisation.
- (2) The Client undertakes to properly store all personal documents as well as business and operating documents made available to it, in particular to ensure that third parties cannot inspect them. The documents made available are to be returned to Olmatic on request during the term of the contract and without request after termination of the contract.
- (3) During the performance of the contractual relationship, the Client may obtain access to business and trade secrets of Olmatic as well as to personal data about employees, clients or business partners of Olmatic. The client shall treat such confidential information and personal data with the utmost care and confidentiality, use the data only for the purpose of fulfilling this contract as well as the individual work contract in compliance with the instructions given to it by Olmatic for this purpose and not make it accessible to third parties in any way or form, neither in whole nor in part. The Client shall observe the applicable provisions of the Data Protection Act when handling personal data and in particular take appropriate organisational measures to prevent unintentional alteration, destruction or disclosure of the data. The Client shall ensure that personal data on data carriers are deleted before their further use. Olmatic has the right to convince itself at the client's premises about the measures taken to ensure data security. The Client shall impose the obligations regarding confidentiality and data protection on its employees, agents and subcontractors by agreement and instruction and shall be responsible for their fulfilment.
- (4) Olmatic always retains the property rights and copyrights to cost estimates, drawings and system concepts and to any documentation supplied. Any reproduction or disclosure to third parties is only permitted with the express written consent of Olmatic. Data carriers, documents and records, printed matter and other business papers or documents/documents of third parties owned by Olmatic, which come into the possession of the Client during the performance of a contractual relationship, as well as documents prepared individually for the Client within the scope of a contractual offer, are to be returned at Olmatic's request after performance of the contract. At Olmatic's





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request, the Client is also obliged to hand over corresponding documents to Olmatic at any time, i.e. also before acceptance.

- (5) A right of retention of the Client to the aforementioned documents is excluded unless the claims of Olmatic on which he bases the right of retention are recognised by Olmatic or have been legally established. The Client is also obliged to perform in advance in this respect until completion of the services owed by it.

29. Final Provisions

- (1) The terms of delivery between Olmatic and the Client shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German private international law.
- (2) The exclusive place of jurisdiction for all disputes arising from the business relationship between Olmatic and the Client is the Regional Court of Rottweil, Germany. Olmatic is also entitled to bring an action at the Client's place of business as well as at any other legally permissible place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.
- (3) Unless otherwise agreed, the place of performance for all services of the Client and of Olmatic shall be the registered office of Olmatic.

Freudenstadt, October 2022

Olmatic GmbH
- Management Board -

