

General Terms and Conditions of Delivery of Geiger Maximizing Net-Solutions GmbH for use in business transactions vis-à-vis entrepreneurs

I. General provisions/scope

1.

The following General Terms and Conditions of Sale and Delivery apply to all deliveries and services of Geiger Maximizing Net-Solutions GmbH (hereinafter referred to as "Seller").

2.

Deviating conditions of the customer are non-binding for the seller. They are only valid with the express written consent of the seller. The general terms and conditions of delivery shall also apply if the deliveries to the customer are carried out without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

3.

The general terms and conditions of delivery apply only to entrepreneurs, legal entities under public law or special funds under public law.

II. Conclusion of contract

1.

The seller's offers are non-binding until acceptance by the customer. Information in offers as well as in attached drawings and illustrations about the performance, its dimensions and weights are only approximate, unless they are expressly designated as binding.

2.

The seller reserves his property and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter referred to as "documents") without restriction. The documents may only be made accessible to third parties with the prior consent of the seller and, if the order is not placed with the seller, must be returned to the seller immediately upon request. Sentences 1 and 2 shall apply mutatis mutandis to documents of the customer; however, these may be made accessible to third parties to whom the seller has permissibly transferred deliveries.

3.

The customer has the non-exclusive right to use standard software with the agreed performance characteristics in unchanged form on the agreed devices. The customer may make a backup copy without express agreement.

4.

The content and scope of the concluded agreements are based on the written order confirmation of the seller. Verbal ancillary agreements made at the time of conclusion of the contract are only binding for the seller if he has expressly confirmed them in writing.

5.

The seller reserves the right to make technical changes in design, form and material, even during the delivery period, insofar as these changes are reasonable for the customer.

Partial deliveries are permissible insofar as they are reasonable for the customer.

III. Compliance with embargo regulations

The Customer undertakes to comply with all laws and regulations on embargoes, economic, trade or financial sanctions and other restrictive measures ("embargoes") issued by France, the United States, the European Union or other countries. He is obliged to obtain all licenses, shipping documents and permits required for the resale, export or re-export of products of the seller. Accordingly, the Customer undertakes not to:

- Export or re-export of the products covered by this contract to a prohibited country or a country subject to restrictions without first obtaining all necessary approvals from French, European or US authorities or authorities of other countries that have imposed export restrictions.
- Supply of the products covered by this contract to parties, companies or entities subject to restrictions imposed by France, the European Union or any other country. The same applies to parties, companies or institutions where there is reason to believe that they do not fully comply with the applicable national or international regulations.
- Export or re-export of the products covered by this contract for the purpose of use in areas that are prohibited or subject to legal restrictions or embargo regulations.
- carrying out outgoing or incoming financial transactions without first informing the competent national authorities or obtaining the necessary authorisations.

The Customer, in its capacity as reseller/exporter of the Products subject to this Agreement, is solely responsible for complying with its obligations with respect to the applicable embargo provisions. He is obliged to defend and indemnify the Seller against any claim or legal proceedings asserted or initiated by public authorities or third parties for violations of the provisions of this article.

The seller is entitled to check within the framework of an audit whether the customer fulfils his obligations in this regard. As part of its solid business relationship with the Seller, the Customer shall, upon request, provide any licenses, notices or approvals requested and obtained. This also includes information about the identity of customers to whom Geiger products are sold, about the intended use of products of Geiger Maximizing Net-Solutions GmbH and about the credit institutions through which payments are made or received. For its part, the Seller must provide, upon request, any information requested by the Customer. This applies in particular to any relevant commercial documents.

In the event that the Customer breaches any of the obligations set out in the audit and is unable to remedy the situation or take measures aimed at remedying the situation in order to comply with the breach within three working days of receipt of a written request, one or more obligations, the Seller reserves the right to: in any circumstances, cancel the order or terminate the relevant contract without any liability whatsoever towards the buyer or end user.

If the delivery of products, services or documentation requires an export or import license from certain authorities or the delivery is prohibited by export/import control laws, the seller is entitled to suspend its own obligations as well as the rights of the customer until the permit is granted or for the duration of the restrictions or prohibitions. In addition, the Seller shall be entitled, in any circumstances, to cancel the Order or terminate the relevant Agreement without any liability whatsoever to the Buyer or End User.

IV. Delivery, delivery period, delay

1.

Compliance with deadlines for deliveries presupposes the timely receipt of all documents, necessary approvals and releases, in particular plans, to be supplied by the customer, as well as compliance with the agreed terms of payment and other obligations by the customer. If these conditions are not fulfilled in time, the time limits shall be extended accordingly; this does not apply if the seller is responsible for the delays.

2.

Failure to comply with deadlines is due to force majeure, e.g. mobilization, war, riot or similar events, such as strikes, lockouts, etc. , the deadlines shall be extended accordingly.

3.

Unless otherwise agreed, deliveries shall be made free domicile at the expense and risk of the customer. Benefit and risk shall pass to the customer at the latest when the goods leave the seller's factory or warehouse. The prices quoted by the seller are ex works, including packaging and excluding freight costs.

4.

Partial deliveries may be invoiced separately.

5.

If the circumstances referred to in paragraph 2 make the deliveries or services impossible or unreasonable, the seller shall be released from the obligation to deliver, even if they occur during an already existing delay. The Seller shall inform the Purchaser immediately of the beginning and end of such obstacles.

6.

If the seller is in default of delivery, the customer may only withdraw from the contract and claim damages for non-performance if he sets the seller a reasonable grace period of at least 20 working days in writing and this period has expired without result. The grace period shall be combined with the declaration that the purchaser will refuse to accept the delivery after the deadline has expired without result. It is not necessary to set a deadline with a threat of rejection if the seller has previously seriously and definitively refused the deliveries.

7.

If the seller is in default, the customer may – provided that he credibly demonstrates that he has suffered damage as a result – demand compensation for each completed week of delay of 0.5%, but no more than a total of 5% of the price for the part of the deliveries which cannot be put into useful operation due to the delay.

8.

Both claims for damages by the customer due to delays in delivery and claims for damages in lieu of performance, which exceed the limits specified in the aforementioned paragraph, are excluded in all cases of delayed delivery, even after expiry of any deadline set for the seller for delivery. This does not apply if liability is mandatory in cases of intent, gross negligence or injury to life, limb or health. The customer may only withdraw from the contract within the framework of the statutory provisions if the seller is responsible for the delay in delivery. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.

9.

If dispatch or delivery is delayed at the request of the purchaser by more than one month after notification of readiness for dispatch, the purchaser may be charged storage fees amounting to 0.5% of the price of the objects of the deliveries for each month or part thereof, but no more than a total of 5%. The contracting parties are at liberty to prove higher or lower storage costs.

Should the customer be in default of acceptance, the legal consequences of the default of acceptance shall remain unaffected.

V. Terms of payment

1.

All prices are ex works excluding freight costs and packaging (FCA Irschenberg, Incoterms® 2010) plus the applicable statutory value added tax. The prices and conditions applicable on the day of delivery according to the valid price list shall always apply. For deliveries within Germany, the freight costs are calculated as follows:

Delivery within Germany up to value of goods net 250,- €: 15,00 € freight and packaging.

Delivery within Germany up to value of goods net 1.000,- €: 35,00 € freight and packaging.

Delivery within Germany from value of goods net 1.000,- €: 2.5% freight and 1.0% packaging.

Deviating freight costs will be shown in the order confirmation.

In the case of deliveries with a net value of less than € 250.00, a handling surcharge of € 25.00 net will be charged.

2.

If the seller has taken over the installation or assembly and unless otherwise agreed, the customer shall bear all necessary ancillary costs such as travel expenses, costs for the transport of tools and personal luggage as well as allowances in addition to the agreed remuneration.

3.

Payments are to be made free of charge to the seller's paying office. Invoices are payable without deduction within 14 days of the invoice date. A right to a discount shall only exist if expressly agreed in writing and only under the condition that the customer is not in default with the payment of other invoices of the seller.

4.

The Purchaser may only offset payment claims of the Seller with undisputed, legally established, ready for decision or counterclaims based on the same contractual relationship. Offsetting by the seller is possible without restriction.

VI. Ownership

1.

The objects of the deliveries (reserved goods) remain the property of the seller until all claims to which he is entitled against the customer arising from the business relationship have been fulfilled.

If the value of all security interests to which the supplier is entitled exceeds the amount of all secured claims by more than 20%, the seller shall release a corresponding part of the security rights at the request of the customer.

2.

During the existence of the retention of title, the customer is prohibited from seizure or transfer by way of security and the resale is only permitted to resellers in the ordinary course of business and only under the condition that the reseller receives payment from his customers or makes the reservation that the ownership is not transferred to the customer until the customer has fulfilled his payment obligations.

3.

In the event of default of payment by the customer, the application for the opening of insolvency proceedings against his assets, a transfer of the expectant right to third parties or the transfer of the customer's business operations to third parties, the seller is entitled to take back the reserved goods and to enter the customer's business premises for this purpose. The taking back of the reserved goods by the seller does not constitute a

withdrawal from the contract unless the seller expressly declares this. The customer is obliged to surrender the goods. After taking back the reserved goods, the seller is entitled to sell them by private treaty.

The proceeds from the sale shall be set off against the liability of the customer less reasonable utilisation costs.

4.

Any treatment or processing of the reserved goods as well as their combination with other objects shall be carried out by the customer on behalf of the seller. If the reserved goods are combined with other goods owned by third parties during treatment or processing, the seller acquires co-ownership of the new item in the ratio of the purchase price agreed between the parties to the corresponding purchase price for the other goods. If the goods subject to retention of title are combined by the purchaser with real estate or movable property, the purchaser shall, without the need for further special declarations, also assign to the seller his claim, to which he is entitled as remuneration for the combination, with all ancillary rights, by way of security in the amount of the ratio of the value of the combined reserved goods to the other combined goods at the time of the combination.

5.

If the customer resells the reserved goods in the ordinary course of business, he hereby assigns all claims from the resale of the reserved goods to the seller in the amount of the value of the reserved goods with all ancillary rights. The seller accepts the assignment. The customer is entitled to collect the assigned claims as long as he fulfils his payment obligations. In the event of default of payment by the customer, the seller is entitled to revoke the collection authorization.

In this case, at the request of the seller, the purchaser is obliged to provide him with all information necessary for collection, to allow him to check the existence of the assigned claim by an agent on the basis of his accounts and to inform the debtors of the assignment.

VII. Warranty claims/guarantee liability

1.

The customer must inspect the received goods immediately upon arrival for defects, quality and guaranteed properties. Obvious defects must be reported to the seller within two working days after receipt of the delivery, hidden defects within 10 working days after discovery by written notification. Otherwise, the delivery shall be deemed approved.

2.

At the request of the seller, the customer shall return the rejected goods to the seller carriage paid. If the notice of defects proves to be justified in such a case, the seller shall bear the costs of the cheapest return.

3.

All those parts or services which show a material defect within the limitation period – regardless of the operating period – shall be repaired, re-delivered or re-provided free of

charge at the discretion of the seller, provided that the cause of this already existed at the time of the transfer of risk.

4.

The Purchaser shall give the Seller sufficient opportunity to examine the complaint, in particular to make damaged goods and their packaging available for inspection by the Seller. If he refuses to do so, the seller is released from liability for defects. If it is urgently necessary in cases of endangerment of operational safety or to avert disproportionately large damages, the customer is entitled to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary costs from the seller. The same applies in the event that the seller is in default with the elimination of the defect. In any case, the seller must be informed immediately by the customer. If the supplementary performance fails, the customer may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration.

5.

In the event of notices of defects, payments by the customer may be withheld to an extent that is in reasonable proportion to the material defects that have occurred. The customer may only withhold payments if a notice of defects is asserted about the justification of which there can be no doubt. If the notice of defects is unjustified, the seller is entitled to demand reimbursement of the expenses incurred by him from the customer.

6.

Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences that are not assumed under the contract, as well as in the case of non-reproducible software errors. If improper modifications or repair work are carried out by the customer or third parties, there are also no claims for defects for these and the resulting consequences.

7.

Claims of the customer due to the expenses necessary for the purpose of supplementary performance, in particular transport, travel, labour and material costs, are limited to a reasonable amount. When calculating this amount, the value of the item in a defect-free condition and the significance of the defect must be taken into account. The reasonable amount is usually 150 percent of the value of the defect-free item, but may differ in individual cases if there are special circumstances that make a higher amount seem appropriate.

8.

The seller is not liable on the basis of public statements in his advertising or the advertising of another manufacturer of the delivered goods or his assistants, if and insofar as the buyer cannot prove that the advertising statements influenced his purchase decision, if the seller did not know and did not need to know the statements or the statements were already corrected at the time of the purchase decision.

9.

Further claims of the customer, in particular for damages instead of performance and for compensation for other direct or indirect damages, are excluded. This does not apply if a legal or material defect is fraudulently concealed or a durability guarantee has been assumed, the representatives or vicarious agents of the seller are guilty of intent or gross negligence, liability under the Product Liability Act is given, the defect or damage is based on the breach of a guarantee, damage is based on injury to life, limb or health or the seller is liable for breach of his essential contractual obligation.

10.

The seller does not guarantee any durability. A guarantee liability for software errors is also excluded.

11.

Claims for material defects shall become statute-barred 12 months after delivery of the goods to the customer.

This does not apply if the law stipulates longer periods pursuant to §§ 438 (1) No. 2, 445 b (1), 479 (1) and 634 a (1) No. 2 BGB (German Civil Code) as well as in cases of injury to life, limb or health in the event of an intentional or grossly negligent breach of duty by the seller and fraudulent concealment of a defect. The statutory provisions on suspension of expiry, suspension and recommencement of the deadlines remain unaffected.

12.

Recourse claims of the customer against the seller according to § 478 BGB exist only insofar as the customer has not made any agreements with his customer that go beyond the statutory claims for defects.

VI II. Transfer of risk

1.

The risk shall pass to the customer as follows, even in the case of freight-free delivery:

a)

In the case of deliveries without installation or assembly, if they have been dispatched or collected. At the request and expense of the customer, deliveries shall be insured by the seller against the usual transport risks.

b)

In the case of deliveries with installation or assembly on the day of acceptance in the company's own company or – if agreed – after flawless trial operation.

2.

If the dispatch, delivery, commencement, execution of installation and assembly, acceptance in the customer's own company or trial operation is delayed for reasons for which the customer is responsible, or if the customer is in default of acceptance for other reasons, the risk shall pass to the customer.

IX. Unauthorised withdrawal/return of goods

1.

The return of custom-made products, customer-order-related procurement and in-house production, painted and non-recyclable parts is excluded.

2.

If the customer withdraws from the contract without justification or unjustifiably refuses to accept the delivery or service, the seller is entitled to demand 15% of the agreed price as damages for non-performance without special proof. The Purchaser shall be entitled to prove that the Seller has suffered no or less damage.

3.

Apart from warranty cases, the return of goods shall only be considered in exceptional cases and only after prior written agreement. Return requests whose net value of goods before VAT is less than € 100.00 cannot be accepted and processed. Credit notes resulting from redemptions may amount to a maximum of 80% of the net value of the goods.

X. Impossibility/Contract Adjustment

1.

If delivery is impossible, the customer is entitled to claim damages, unless the seller is not responsible for the impossibility. The claim for damages is limited to 10% of the net value of the goods of that part of the delivery which cannot be put into useful operation due to the impossibility. This limitation does not apply if liability is mandatory in cases of intent, gross negligence or injury to life, limb or health; a change in the burden of proof to the disadvantage of the customer is not associated with this. The right of the customer to withdraw from the contract remains unaffected.

2.

If unforeseeable events significantly change the economic significance or the content of the delivery or have a significant effect on the Seller's business, the contract shall be adjusted appropriately in good faith. Insofar as this is not economically justifiable, the seller is entitled to withdraw from the contract. If he wishes to make use of this right of withdrawal, he must inform the customer immediately after becoming aware of the consequences of the event, even if an extension of the delivery time was initially agreed with the customer.

XI. Industrial property rights and copyrights/defects of title

1.

Unless otherwise agreed, the seller is obliged to provide the delivery free of industrial property rights and copyrights of third parties only in the country of the place of delivery. If a third party asserts justified claims against the Purchaser due to the infringement of

property rights by deliveries made by the Seller in accordance with the contract, the Seller shall be liable to the Purchaser as follows:

a)

The seller shall, at his discretion and expense, either obtain a right of use for the deliveries concerned, modify them in such a way that the property right is not infringed or replace them. If this is not possible for the seller under reasonable conditions, the customer is entitled to the statutory rights of withdrawal or reduction.

b)

The seller's obligation to pay damages is governed by these contractual conditions.

c)

The above-mentioned obligations of the Seller shall only exist if the Purchaser notifies the Seller immediately in writing of the claims asserted by the third party, does not acknowledge an infringement and the Seller reserves the right to all defensive measures and settlement negotiations. If the customer discontinues the use of the delivery for damage mitigation or other important reasons, he is obliged to inform the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.

2.

Claims of the customer are excluded insofar as he is responsible for the infringement of property rights. This also applies if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by the seller or by the fact that the delivery is modified by the customer or used together with products not delivered by the seller.

3.

In the event of infringements of property rights, in addition to No. 1 a), the provisions of Art. VI accordingly. Kind. VI shall apply *mutatis mutandis* in the event of other defects of title. Further or other claims of the customer against the seller and his vicarious agents due to a defect of title other than those regulated in this article are excluded.

X II. Final provisions

1.

All legal relationships between the parties arising from or in connection with this contract shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

2.

The legal relationships in connection with this contract shall be governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3.

The applicable foreign trade regulations of the Federal Republic of Germany and the United States of America, insofar as they apply, determine the content of the mutual rights and obligations arising from the contract with regard to cases of export, re-export and resale abroad.

In any case, a contractual obligation on the part of the seller shall only come into existence when the corresponding approvals have been granted by the competent authorities with regard to the final destination. The customer undertakes to provide any information required for approval and to procure the documents necessary for the approval procedure at his own expense.

4.

The place of performance for all deliveries, services and payments as well as the place of jurisdiction for all legal disputes, including actions on cheques and bills of exchange, is the registered office of the seller, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.

5.

Should any provision of these General Terms and Conditions of Delivery be or become invalid, this shall not affect the validity of the remaining provisions. This does not apply if adherence to the contract would constitute an unreasonable hardship for one of the contracting parties.


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