

General Terms and Conditions of Sale and Services of Aspect Systems GmbH

1 Validity

- 1.1 These General Terms and Conditions of Sale and Services (hereinafter referred to as “**Terms**”) apply to all sales and deliveries of products (hereinafter referred to as “**Products**”), provision of services (hereinafter referred to as “**Services**”) and other offerings of Aspect Systems GmbH (hereinafter referred to as “**Aspect**”) to their customers (hereinafter referred to as “**Customer**”), provided that the Customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law. They shall also apply to all future transactions, deliveries and services, even if no separate reference is made to them.
- 1.2 Where necessary, these Terms distinguish between Products, Services, and other offerings. Unless a provision applies exclusively to Products or Services, it shall, in case of doubt, apply to all offerings provided by Aspect.
- 1.3 These Terms shall apply exclusively. Terms and conditions deviating from, conflicting with or supplementing these Terms are excluded. Deviating, conflicting or supplementary terms and conditions shall only apply if and to the extent that Aspect has expressly agreed to their validity in the individual case. The reference to an order, letter, e-mail or other statements of the Customer which contain or refer to deviating, conflicting or supplementary terms and conditions, or the unconditional performance of a service or delivery of Aspect with knowledge of such terms and conditions, shall not constitute an agreement of Aspect and in such cases the exclusive application of these Terms shall remain unaffected.

2 Conclusion of contract

- 2.1. The offers of Aspect are subject to change and non-binding unless they are expressly designated as binding by Aspect in individual cases.
- 2.2 Orders or commissions of the Customer shall be deemed to be a binding offer of contract.
- 2.3 The contract concluded with the Customer's order or purchase order and Aspect's order confirmation fully reflect the agreements between Aspect and the Customer; oral agreements between the contracting parties shall be replaced by these Terms unless it is expressly stated that they shall continue to be binding. Additions and amendments to the contract, including these Terms, must be made in writing or text form (e.g. by letter, fax or e-mail) in order to be effective.

3 Delivery of Products; delivery and service times; default and impossibility of performance

- 3.1 Unless expressly agreed otherwise, the Products shall be delivered ex Aspect's facility. Unless expressly agreed otherwise, the risk shall pass to the Customer when the Products are handed over to the forwarding agent, carrier or other third party entrusted with the transport or (in the event of collection by the Customer) to the Customer.
- 3.2 Unless expressly agreed otherwise, the information on delivery and service times is approximate. This shall apply to Products and Services. Unless expressly agreed otherwise, information on delivery times refers to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
- 3.3 Aspect is entitled to make partial deliveries or provide partial services – whether they concern Products or Services - for justified reasons, insofar as this is reasonable for the Customer. Each partial delivery or partial service leads to partial fulfilment of the delivery and service obligation.
- 3.4 Deliveries and Services presuppose the timely and proper fulfilment of all obligations of the Customer. The right to plead non-performance of the contract remains reserved.
- 3.5 In the event of default in acceptance or other culpable breach of duties to cooperate on the part of the Customer, Aspect shall be entitled to compensation for the resulting damage, including any additional expenses. Further claims remain reserved. In this case, the risk of accidental loss or accidental deterioration of the Products shall pass to the Customer at the time of default of acceptance or other breach of obligations to cooperate.
- 3.6 Aspect shall not be liable for the impossibility to deliver Products or provide Services or for the delay in delivery of Products or provision of Services, insofar as this was caused by an event of force majeure or other events unforeseeable at the time of the conclusion of the contract for which Aspect is not responsible. Events of force majeure and unforeseeable events within the meaning of the preceding sentence are in particular work disruptions and interruptions, impossibility or delays in the procurement of raw materials, delays in transport, strikes, lockouts, energy shortages, difficulties in obtaining official permits, official measures, pandemics or epidemics or non-delivery, incorrect delivery or late delivery by upstream suppliers for which Aspect is not responsible. If Aspect is not able to meet delivery times due to such events, it will immediately inform the Customer. If such events are only of temporary duration, the delivery times shall be extended accordingly. If such events make it considerably more difficult or impossible for Aspect to deliver and the hindrance is not only temporary, Aspect shall be entitled to withdraw from the contract in whole or in part; in this case, any payment already made or other consideration already provided shall be refunded to the Customer without delay.
- 3.7 The occurrence of Aspect's default in delivery of Products or provision of Services shall be determined in accordance with the statutory provisions; however, a reminder by the Customer shall be required in any case.
- 3.8 The rights of the Customer pursuant to Clause 9 of these Terms as well as the statutory rights of Aspect (e.g. in case of impossibility of performance) shall remain unaffected.

4 Prices, terms of payment, set-off and retention

- 4.1 Unless expressly agreed otherwise, prices are in euro, ex Aspect's facility and exclude the cost of packaging. Unless otherwise agreed, they are to be intended net of the respective statutory value added tax and any other taxes, customs duties or other import or export charges.
- 4.2 Unless expressly agreed otherwise, the price is due and payable without deductions after invoicing and delivery or provision of services. However, Aspect is entitled at any time to make a delivery of Products or provision of Services in whole or in part only against advance payment. Aspect must declare a corresponding reservation at the latest with the order confirmation.
- 4.3 In the event of default in payment, interest shall be charged on the price at the statutory default interest rate applicable at the time. Aspect reserves the right to assert further damages caused by delay.
- 4.4 In the event that taxes or public charges of any kind are newly introduced or increased after the contract with the Customer has been concluded, Aspect is authorised to add the cost increase to the agreed price accordingly.
- 4.5 In the event that, after the conclusion of the contract, Aspect has reasonable grounds to assume that the Customer is not in a position to fulfil its obligations (e.g. if the Customer fails to make due payments), Aspect shall be authorised, at its discretion, to deliver Products or provide Services only against advance payment or appropriate security. The legal claims of Aspect remain unaffected.
- 4.6 Offsetting with counterclaims of the Customer or the retention of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been legally established.

5 Retention of title

- 5.1 Until all present and future claims arising from the contract and the current business relationship (secured claims) have been fulfilled, the delivered Products remain the property of Aspect (goods subject to retention of title).
- 5.2 The Customer is obliged to keep the goods subject to retention of title for the duration of the retention of title with the diligence of a prudent businessman. The Customer shall insure the goods subject to retention of title adequately against fire, water and theft damage at replacement value at its own expense and shall provide Aspect with the corresponding proof of insurance upon Aspect's request and to assign the claims arising from the insurance contract to Aspect.
- 5.3 Until revoked in accordance with Clause 5.6, the Customer is entitled to resell the goods subject to retention of title in the ordinary course of business.
- 5.4 Until revoked in accordance with Clause 5.6, the Customer shall be entitled to process the goods subject to retention of title in the ordinary course of business. The retention of title shall extend to the products resulting from the processing, mixing or combining of the goods subject to retention of title at their full value. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, Aspect shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. The regulations for the goods subject to retention of title shall apply accordingly to the resulting products.
- 5.5 The Customer hereby assigns to Aspect by way of security all claims against third parties arising from the resale of the goods subject to retention of title or the products arising in accordance with Clause 5.4 in total or in the amount of the co-ownership share in accordance with Clause 5.4. Aspect accepts the assignment. The Customer shall remain authorised to collect the claims assigned as security until revoked in accordance with Clause 5.6. In the event of revocation in accordance with Clause 5.6, the Customer shall notify Aspect of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and notify the debtors of the assignment.
- 5.6 Aspect may revoke the authorisation to resell the goods subject to retention of title in accordance with Clause 5.3, to process, mix or combine them in accordance with Clause 5.4 and to collect the claims assigned as security in accordance with Clause 5.5 in the following cases: if Aspect asserts the retention of title by exercising its rights under Clause 5.9, if the Customer is threatened with insolvency, if the Customer fails to meet its payment obligations arising from the business relationship at the due date, if an application has been made to open insolvency proceedings against the assets of the Customer or if the opening of such proceedings has been rejected for lack of assets.
- 5.7 If the realisable value of the securities exceeds the secured claims by more than 10%, Aspect shall release securities of its choice at the Customer's request.
- 5.8 The goods subject to retention of title and the claims assigned as security in accordance with Clause 5.5 may not be pledged to third parties or assigned as security before the secured claims have been paid in full. The Customer undertakes to inform Aspect without delay of any compulsory enforcement measures (or measures corresponding thereto) by third parties in respect of the goods subject to retention of title and/or the assigned claims and to make available all related documents (in particular the compulsory enforcement documents). In addition, the Customer shall provide Aspect with an affidavit in which the Customer declares that the goods subject to enforcement are Aspect's goods subject to retention of title. The costs of Aspect's measures to avert enforcement shall be borne by the Customer unless they shall be borne by third parties.
- 5.9 In the event of any breach of contract by the Customer, Aspect shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods subject to retention of title based on this latter basis. If the Customer does not pay the price due, Aspect may only assert these rights if it has previously set the Customer a

reasonable deadline for payment without success or if such a deadline is not mandatory according to the statutory provisions.

6 Use of the Products and requirements of Customer

- 6.1 Insofar as the use of the Products delivered by Aspect or the products resulting from the use of the Products are subject to special statutory regulations (e.g. in the case of the use of the Products for medical products) and insofar as it is not expressly agreed otherwise, it is the Customer's responsibility to check whether the Products are suitable for this use and whether the products comply with the relevant statutory regulations.
- 6.2 Insofar as the agreed quality of the Products is based on plans, designs, specifications or other requirements of the Customer (hereinafter together referred to as "**Requirements**"), the Customer is solely responsible for the correctness and completeness of such Requirements. Possible faults or qualities of the Products which result from Aspect's compliance with such Requirements shall not constitute a defect and shall not give rise to any warranty claims on the part of the Customer.

7 Warranty and notification of defects

- 7.1 The warranty period is one year from delivery or, if acceptance is required, from acceptance.
- 7.2 The Products must be inspected by the Customer immediately after delivery to the Customer. The Products shall be deemed to have been approved by the Customer with regard to obvious defects or other defects which would have been recognisable during an inspection if Aspect does not receive a written notification of defects immediately, at the latest, however, within 5 working days after delivery. With regard to other defects which are not recognisable during the inspection, the Products shall be deemed to have been approved by the Customer if Aspect does not receive written notification of the defect immediately, at the latest, however, within 5 working days after the discovery of the defect. If the Customer fails to properly inspect the Products and/or give notice of defects, Aspect's liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.
- 7.3 Aspect may remedy a defect at its discretion by subsequent delivery or repair (subsequent performance).
- 7.4 If the subsequent performance fails, is impossible, is refused in its entirety by Aspect or is unreasonable for the Customer or if a reasonable deadline to be set by the Customer for the supplementary performance has expired unsuccessfully or is not mandatory according to the statutory provisions, the Customer shall be entitled, in each case in accordance with the statutory provisions, to reduce the purchase price (reduction) or to demand the termination of the contract (termination) at its discretion. In the case of an insignificant defect, however, there is no right of termination.
- 7.5 The Customer shall be entitled to claims for damages or reimbursement of futile expenses also in the event of defects in the Products only in accordance with Clause 9 of Terms.
- 7.6 The Customer has no warranty rights in connection with Services provided by Aspect; Clause 8 of the Terms below applies to any defective performance under service and other performance contracts.

8 Defective Performance in Service and other contracts

- 8.1 Quality and performance standards for Services and other offerings are governed exclusively by the respective individual contracts on the basis of which they are provided. There are no further requirements regarding the Services and other offerings.
- 8.2 If the applicable quality and performance specifications for Services and other offerings are not met, any claims by the Customer arising from such defective performance shall be governed exclusively by the respective individual contracts on the basis of which they were provided.
- 8.3 The Customer shall be entitled to claims for damages or reimbursement of futile expenses also in the event of defective performance in Service and other contracts only in accordance with Clause 9 of Terms.

9 Liability

- 9.1 Aspect shall be liable for damages within the scope of fault-based liability in accordance with the statutory provisions unless liability is excluded or limited in accordance with the provisions of this Clause 9.
- 9.2 Aspect shall not be liable in the event of simple negligence on the part of its bodies, legal representatives, employees or vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the Customer regularly relies and may rely.
- 9.3 Insofar as Aspect is liable in cases of simple negligence in accordance with the above Clause 9.2, its liability shall be limited to compensation for the foreseeable, typically occurring damage. Unless otherwise agreed, the total remuneration (net) agreed in the relevant individual contract shall be deemed to be the foreseeable, typically occurring damage and, in the case of continuing obligations or purchase or delivery contracts with longer terms, the total remuneration (net) paid annually.

- 9.4 The exclusions and limitations of liability apply to the same extent in favour of the bodies, legal representatives, employees and vicarious agents of Aspect.
- 9.5 The exclusions and limitations of liability in this Clause 9 shall not apply to Aspect's liability for wilful or fraudulent conduct, for guaranteed characteristics of the Products, for injury to life, body or health or under the German Product Liability Act.

10 Place of performance, choice of law, jurisdiction

- 10.1 Unless expressly agreed otherwise, the place of performance shall be the registered office of Aspect.
- 10.2 These Terms and all contracts between Aspect and the Customer shall be governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded.
- 10.3 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Berlin. This also applies if the Customer does not have a general place of jurisdiction in the Federal Republic of Germany or has moved its usual place of residence abroad after conclusion of the contract. However, Aspect is entitled to sue the Customer at any other place of jurisdiction.