

Standard Terms and Conditions of Sale and Supply (T&Cs) of SPRINTUS GmbH

- As at: August 2020 –

§ 1 General - Scope of Application

- 1.1 These T&Cs apply to all business transactions between SPRINTUS GmbH (hereinafter called: “SPRiNTUS”) and its customers (hereinafter called: “the Customer(s)”) if these business persons (§ 14 BGB, German Civil Code) are legal entities under public law or special funds under public law. In contract negotiations, the Customer must inform SPRINTUS without delay before the conclusion of the contract if it does not have the status of a business person per § 14 BGB but is instead concluding the lawful transaction for purposes that cannot be attributed mainly to either its commercial activity or independent professional activity.
- 1.2 These T&Cs apply exclusively to all future transactions of the parties to the contract. Any conflicting or additional terms and conditions or terms and conditions from the Customer differing from these T&Cs do not form part of the contract unless SPRINTUS has expressly consented to their applicability. These T&Cs also apply if SPRINTUS without reservation carries out the supply whilst aware of any conflicting or variant terms and conditions or if these T&Cs are not enclosed in the individual case in every future business transaction.
- 1.3 Any agreements made with the Customer in an individual case have precedence over these T&Cs. Any oral declarations made before or during contract conclusion are only binding if they are confirmed in writing.
- 1.4 The contract language is German. The German version of these T&Cs is definitive in the event of questions of interpretation or disputes.

§ 2 Offer and contract conclusion

- 2.1 SPRINTUS's offers are subject to change and non-binding unless expressly designated as binding offers. They constitute only an invitation to the Customer to submit a relevant offer to SPRINTUS by placing an order.
- 2.2 The Customer's orders are deemed to be binding offers. SPRINTUS may accept orders within 14 days after their receipt. Orders are accepted by separate order confirmation, delivery of the ordered products, the issue of the invoices or performance of the service.
- 2.3 The time that determines the contract conclusion is the time that the order confirmation from SPRINTUS is received by the Customer, or in the event of immediate order processing, the delivery of the ordered goods. If in the individual case there is no order confirmation or the contract comes into effect without an order confirmation, the statements in the offer and then those on SPRINTUS's invoice are definitive in determining the content of the contract. If the parties to the contract have signed a joint document concerning the supply of goods containing contractual terms, this document is deemed equivalent to an order confirmation.
- 2.4 If the Customer has objections to the content of the order confirmation or to the products supplied or other aspects assumed by SPRINTUS, it must raise an objection to these with SPRINTUS without delay. Otherwise, the contract comes into effect in accordance with the stipulations and content of the order confirmation or other assumptions.
- 2.5 In the SPRINTUS online shop on <https://shop.sprintus.eu> the Customer submits a binding offer by clicking the “Place order with obligation to pay” button. Upon receipt of the offer, the Customer receives an automatically generated email, by which SPRINTUS confirms that the order has been received (confirmation of receipt). This confirmation of receipt does not constitute acceptance of the Customer's offer. A contract comes into being when SPRINTUS expressly declares the acceptance of the Customer's offer, for instance with an order confirmation by email, or by sending the goods to the Customer.
- 2.6 Samples requested by the Customer will be invoiced at cost by SPRINTUS depending on the agreement made in the individual case.

- 2.7 SPRINTUS is entitled to cancel the contract if the Customer makes incorrect statements about its creditworthiness, has stopped its payments or the commencement of insolvency proceedings has been applied for against its assets and the Customer does not make the payments due within one week after repeated requests for payment.
- 2.8 The conclusion and performance of the contract are subject to the reservation that there are no hindrances to this on the basis of German, U.S. or any other applicable national, EU or international provisions of foreign commercial law, embargoes or other sanctions. The Customer itself is responsible for observing export control regulations. The Customer itself is obliged to provide all information and documents and to obtain all permits, licences, authorisations and approvals required for the export, transportation or import of the products at its own expense. The refusal of an export licence does not entitle the Customer to cancel the contract or to compensation.

§ 3 Subject of the contract, amendments and product description, over-deliveries and short deliveries

- 3.1 SPRINTUS supplies the ordered products in accordance with the order confirmation or other assumption free for defects with the specifications and purposes of use mentioned therein.
- 3.2 The changes usual to the trade or minor changes to the goods in terms of quality and quantity are permitted by the Customer in the case of mass production and of special production. Raw material and indirect material tolerances specified by SPRINTUS or SPRINTUS's suppliers and unavoidable variations resulting from production technology do not give grounds for the Customer to complain in so far as their usefulness for the contractually agreed purpose is not affected.
- 3.3 If the contract refers to products subject to further technical development, SPRINTUS is entitled to deliver the products in accordance with the latest relevant state of development, in so far as their usefulness for the contractually agreed purpose is not affected. In addition, variations due to legal provisions are permitted, in so far as their usefulness for the contractually agreed purpose is not affected. The Customer is obliged to point this out to SPRINTUS if the Customer's interest is restricted to the type ordered and it may not in any circumstances deviate from this type.
- 3.4 Every type of description, weight and/or quantity statement, in particular in pricelists, catalogues, advertising and SPRINTUS's website www.sprintus.eu are intended only for guidance and as approximate figures. They do not represent any binding statements concerning characteristics. Any oral statements regarding characteristics are only binding if they have been confirmed in writing by SPRINTUS.
- 3.5 Samples, datasheets, technical bulletins, catalogues, pricelists, advertising or statements on SPRINTUS's website www.sprintus.eu and other product-related statements by SPRINTUS do not provide the basis for guarantees of characteristics or of shelf-life without express agreement. An assurance or guarantee is only to be assumed if SPRINTUS has expressly declared such in writing.
- 3.6 SPRINTUS is not obliged, to check any statements by or specifications from the Customer as to their correctness, completeness or legal conformity. The Customer is exclusively liable for these statements/specifications, including with regard to liability for any breach of industrial property rights.
- 3.7 For any amendments to the product characteristics initiated by the Customer after the order and confirmed by SPRINTUS and which have an impact on the material characteristics and manufacturing at SPRINTUS (e.g. change to the parts list), the Customer will be charged a fixed amount of EUR 250.00 for every change process. The Customer is also obliged to compensate SPRINTUS for all additional costs and losses resulting from the subsequent changes initiated by the Customer.

§ 4 Framework orders or calloff orders

- 4.1 Framework orders or calloff orders are orders in which the Customer has ordered a specific product quantity that is to be delivered in several part deliveries according to a fixed schedule or on calloff. The rules for a binding order per § 2 apply mutatis mutandis and they also apply to the total ordered quantity with the order confirmation or delivery of a part quantity.
- 4.2 Unless otherwise agreed, the framework order or calloff order is for a maximum period of twelve months. Remaining stocks that have not been called off or accepted by the Customer within this period are due for delivery and payment at the end of this period and are to be accepted by the Customer.
- 4.3 With framework orders or calloff orders, the Customer must call off the individual deliveries no later than 8 weeks prior to the agreed delivery date. If the calloff fails to happen, after the expiry of a reasonable grace period SPRINTUS is entitled to deliver and invoice the products to the Customer on the agreed delivery date or to cancel the contract or, if the Customer is to blame, to demand compensation instead of performance.
- 4.4 Where the agreed calloff periods have not been observed by the Customer, SPRINTUS reserves the right to make a price change at the time of calloff.

§ 5 Prices and price adjustment

- 5.1 Unless otherwise agreed, the prices in Euros specified by SPRINTUS in the order confirmation apply. The prices are ex-works and apply to the scope of performance and delivery specified in the order confirmation. The cost of packing, freight, insurance, customs duty, public authority charges and Value Added Tax are not included.
- 5.2 The statutory Value Added Tax is shown separately on the invoice at the rate applicable at the date of invoicing. With export deliveries, this also applies to customs duty and other public authority charges.
- 5.3 If unforeseeable price increases, in particular due to changes in market price, indirect material and raw material costs, between conclusion of the contract and delivery of the ordered products, for which SPRINTUS is not to blame, occur and these lead to SPRINTUS only being able to purchase the products from its supplier on poorer commercial terms than those foreseeable at the time of conclusion of the contract with the Customer, SPRINTUS is entitled to adjust the prices agreed with the Customer in the context of the changed circumstances and without charging any additional profit if the products are to be delivered over 3 months after conclusion of the contract. This also applies to framework orders or calloff orders. If the delivery price agreed with the Customer increases by more than 15%, the Customer can cancel the contract with regard to the delivery quantity concerned.
- 5.4 SPRINTUS is entitled to make any outstanding deliveries or provide any outstanding services only with payment in advance or with the provision of a surety if, after conclusion of the contract, circumstances which are likely to significantly reduce the Customer's creditworthiness and which endanger the payment of any outstanding receivables become known to SPRINTUS. In addition, in this event and in particular if payments due remain outstanding and there are no disputed counterclaims or any such stipulated by law, SPRINTUS may make all outstanding invoice amounts due immediately.

§ 6 Payment terms

- 6.1 Unless otherwise agreed in writing, all SPRINTUS's invoices are to be paid immediately without discount, postage or charges to the SPRINTUS account specified on the invoice and in any event no later than within 8 days of the date on the invoice. The deduction of discount is only permitted by written agreement and applies only if the Customer is not in arrears with payments for older deliveries.
- 6.2 In SPRINTUS's online shop on <https://shop.sprintus.eu> payment is made by the Customer using PayPal, direct debit or a credit card as it chooses. With payment by direct debit, the Customer must bear the

charges that are incurred as a result of the reversal of a payment transaction for lack of funds in an account or because of details of the bank account have been incorrectly transmitted by the Customer.

- 6.3 If the Customer is in arrears with payment of an invoice due for payment, SPRINTUS is entitled to charge interest from the due date of 9 percentage points above the applicable base interest rate plus a fixed late fee of EUR 40.00 per invoice, for reasonable collection charges and lawyers' fees and to make all outstanding invoice amounts due immediately. The right to claim a higher loss due to the arrears is reserved.
- 6.4 SPRINTUS is entitled to first allocate any of the Customer's payments against its oldest debt. If costs and interest have been incurred, then SPRINTUS is entitled to allocate the payment first against costs, then against interest and finally against the principal receivable.
- 6.5 If the Customer does not accept the products ordered by it at the agreed delivery date, upon calloff or at the end of the period of a framework order or calloff order (delay in acceptance), the due date of the price of the delivery is based on the date of the declaration of readiness to dispatch. From the date of delay in acceptance by the Customer, SPRINTUS may demand a fixed charge for storage fees. Unless otherwise specified, this comes to 1% of the delivery price for the delivery quantity concerned for each week or part week of the delay in acceptance and is limited to 5% of this. The Customer and SPRINTUS are free to provide proof that the storage fees incurred in connection with the non-acceptance of products are lower or higher or that no storage fees have been incurred. Any other claims shall remain unaffected by this.
- 6.6 Counterclaims entitle the Customer to setoff only if they are undisputed, acknowledged by us in writing or established by law. It is only entitled to claim a right of retention if the undisputed counterclaim or counterclaim acknowledged by us in writing or established by law is based on the same contractual relationship.

§ 7 Delivery, delivery and performance period and part deliveries

- 7.1 Domestic deliveries are made ex works EXW (Incoterms 2020) from our address stated in the order confirmation. Cross-border deliveries are made, unless otherwise agreed, per FCA (Incoterms 2020) from our address stated in the order confirmation.
- 7.2 Any delivery deadlines and dates specified by SPRINTUS are anticipated, non-binding deadlines and dates. SPRINTUS is not liable for delays in delivery. Delivery deadlines and dates are only binding upon SPRINTUS if expressly stipulated or confirmed in writing as binding. Unless otherwise agreed, deliveries from SPRINTUS are made on time if the products are transferred to a shipper for transportation at SPRINTUS's registered office or warehouse or if SPRINTUS has notified the Customer of its readiness to deliver the products after the latter is late with acceptance.
- 7.3 If a specific delivery deadline or date is not expressly promised in writing by SPRINTUS, delivery is to be made upon the Customer's calloff within a reasonable time and within four weeks following conclusion of the contract at the earliest.
- 7.4 Agreed delivery periods do not commence before the complete provision of the documents, permits and approvals to be obtained by the Customer, the clarification of all issues and the receipt of any agreed payment, in advance. Compliance with the delivery date or deadline requires the timely and proper fulfilment of these and all other duties to cooperate upon the Customer. Compliance with agreed delivery dates and deadlines is also subject to the proviso that SPRINTUS receives its own delivery on time and correctly.
- 7.5 SPRINTUS will notify the Customer in writing and in good time if SPRINTUS does not receive deliveries or services from manufacturers, upstream suppliers or subcontractors for reasons for which SPRINTUS is not to blame and despite appropriate cover stocks or SPRINTUS does not receive them correctly or on time or if any instances of force majeure occur, i.e. hindrances to performance beyond SPRINTUS's control lasting more than four weeks. In this event, SPRINTUS is entitled to delay

delivery or performance by the period of the hindrance or it may cancel in whole or in part the portion of the contract not yet fulfilled, provided that the hindrance to performance lasts longer than two months. Examples of force majeure are strike, lockout, government intervention, energy and raw material shortage, transport bottlenecks for which SPRINTUS is not to blame, operational hindrances for which it is not to blame such as those caused by fire, water and damage to equipment, cyber attacks, epidemics, pandemics and all other comparable hindrances, for which SPRINTUS could not be held liable if considered objectively.

- 7.6 Where a delivery date or deadline or a performance date or deadline has been agreed in a binding manner and this period or date is exceeded by more than two months because of the occurrences mentioned under the above Point 7.5 or if it is no longer reasonable for the Customer to accept delivery or performance due to the delay, the Customer may cancel the unfulfilled part of the contract after a reasonable grace period granted to SPRINTUS informing SPRINTUS of the threat of rejection has expired without success. Whether the delay in delivery has occurred is determined by legal provisions.
- 7.7 Part deliveries are permitted only if the part delivery is usable for the Customer within the context of the intended use per the contract, the delivery of the remaining products ordered is assured and the Customer does not incur any significant additional expenditure or cost in connection with this, unless SPRINTUS declares that it is prepared to bear it.
- 7.8 If SPRINTUS is late with deliveries, as soon as the Customer can credibly claim that it has incurred a loss as a result, the latter may demand compensation for every complete week of the delay in the amount of 0.5% - but up to a maximum of 5% - of the value of the goods with which SPRINTUS is late with delivery. The right to prove higher losses by the Customer is unaffected, as is the right of SPRINTUS to prove lower losses.

§ 8 Transfer of risk/delay in acceptance

- 8.1 The risk of accidental destruction and deterioration of the products is transferred to the Customer with the handover to the carrier, freight forwarder or other person charged with shipment to the Customer. The same applies to part deliveries or if shipment has been agreed to be free of freight charges and costs to the Customer. At the Customer's request and expense, SPRINTUS will insure the products against the risks specified by the Customer by taking out a transportation policy.
- 8.2 If transfer or shipping is delayed by circumstances for which the Customer is to blame, then risk transfers to the Customer on the day when the products are ready for delivery and SPRINTUS has notified the Customer of this.
- 8.3 If SPRINTUS chooses the method of shipment, the transportation route and/or the shipper, SPRINTUS is liable only for deliberate act or gross negligence with regard to the choice concerned.
- 8.4 With product shipments by the Customer, that party bears the risk of damage and accidental destruction.
- 8.5 If the Customer is late in accepting the products, SPRINTUS is entitled to demand from the Customer a contractual penalty for every day of delay in acceptance in the amount of 0.3% of the order value but up to a maximum of 5% of the order value. SPRINTUS reserves the right to claim further damages, in particular for storage costs per § 6 6.4. SPRINTUS is entitled to make any new dispatch of the products dependent on payment by the Customer of the cost incurred by SPRINTUS as a result of delay in acceptance.

§ 9 Reservation of title, ownership

- 9.1 The delivered products remain the property of SPRINTUS until payment in full of all receivables due to SPRINTUS from the Customer arising from the business relationship. The Customer is obliged to treat the products subject to reservation of title with care during the period of reservation of title. In particular, it is obliged to insure them adequately at replacement value at its own expense against fire and water damage

and theft. As of now, the Customer assigns to SPRINTUS all claims for compensation arising from this policy. SPRINTUS hereby accepts this assignment. If assignment is not permitted, the Customer hereby irrevocably informs its insurer that it must make any payments only to SPRINTUS. Any further claims by SPRINTUS are unaffected. Upon request, the Customer must prove to SPRINTUS that an insurance policy has been taken out. If maintenance and inspection work has to be carried out, the Customer must carry this out in good time at its own expense.

- 9.2 The Customer is not entitled to pledge the products with reservation of title, to assign them as collateral or to dispose of them in any other manner which could endanger SPRINTUS's property. In the event of pledges or other third party intervention, the Customer must inform SPRINTUS in writing without delay and provide all necessary information, inform the third party about SPRINTUS's reservation of title and cooperate with SPRINTUS's measures to protect the products subject to reservation of title. The Customer bears all costs attributable to it which must be incurred to discharge the attachment and to replace the products.
- 9.3 As of now, the Customer assigns to SPRINTUS the receivables from the resale of the products including all ancillary rights, regardless of whether the goods subject to reservation of title are sold on without or after further processing. As of now, SPRINTUS accepts this assignment. If assignment is not permitted, the Customer hereby advises the third party debtor irrevocably to make any payments only to SPRINTUS. The Customer is revocably authorised to collect any receivables assigned to the supplier in trust on behalf of SPRINTUS. The amounts collected are to be paid immediately to the supplier. SPRINTUS may revoke this authorisation of the Customer to collect and the Customer's right of resale if the Customer does not meet its payment obligations to SPRINTUS in a proper manner, falls into arrears with its payments, stops its payments or insolvency proceedings are commenced against the Customer's assets. Any resale of the receivables requires the prior written consent of SPRINTUS. The Customer's authorisation to collect lapses with notification of the assignment to the third party debtor. In the event of the revocation of the authorisation to collect, SPRINTUS may demand that the Customer reports the assigned claims and their debtors to SPRINTUS, makes all statements required for collection, hands over the associated records, and notifies the debtors of the assignment.
- 9.4 If the Customer falls into arrears with its payments, SPRINTUS may cancel the contract without prejudice to its other rights. The Customer must grant SPRINTUS or any third party authorised by the latter immediate access to the products subject to reservation of title, surrender them and inform SPRINTUS of their whereabouts. After appropriate warning in good time, SPRINTUS may sell the products subject to reservation of title elsewhere so as to satisfy any receivables due from the Customer.
- 9.5 If the Customer processes or modifies the products subject to reservation of title, then the Customer does so on behalf of SPRINTUS. The Customer's contingent right to the goods subject to reservation of title extends to the processed or modified item. If these products are processed, combined or mixed with other items not belonging to SPRINTUS, SPRINTUS acquires co-ownership in the new item in proportion to the value of the delivered goods to the processed item as at the date of processing. The Customer safeguards the new items for SPRINTUS. The same terms as for the goods subject to reservation of title also apply to the items resulting from processing or modification.
- 9.6 Upon the Customer's request, SPRINTUS is obliged to release any sureties granted to it to the extent that the realisable value of these sureties exceeds SPRINTUS's receivables arising from the business relationship with the Customer by more than 20%, taking into account banks' customary deductions from value. The invoice value of the products subject to reservation of title and the nominal value of receivables are to be assumed in the valuation.
- 9.7 With product deliveries to areas with other legal systems, where Points 9.1 to 9.6 do not have the same collateral effect as in the Federal Re-

public of Germany, the Customer hereby grants SPRINTUS an appropriate collateral right. Where further declarations or action are required in this respect, the Customer will issue these declarations and cooperate in all measures necessary and required for the effectiveness and enforceability of such a collateral right.

- 9.8 If the Customer shares the cost of tools and equipment with SPRINTUS, this does not entitle it to any claim to the ownership or possession of such tools or equipment.

§ 10 Characteristics, use and notification of defects

- 10.1 The basis of SPRINTUS's liability for defects, in so far as such liability exists, is primarily the agreed characteristics of the products at the time of their delivery to the Customer. SPRINTUS's statements in the order confirmation, in particular regarding the service specification, load and use and any technical datasheets and product sheets referred to apply as agreed characteristics per § 434 BGB (German Civil Code). SPRINTUS guarantees that the products delivered exhibit these features as stated in the order confirmation provided that their correct use is observed at all times. Any attachments, lists and other documents from the Customer do not form part of the agreement on the characteristics of the goods unless SPRINTUS has expressly consented to their application.
- 10.2 The products delivered are intended only for their purposes, incorporation and use specified and approved in the order confirmation. The use and involvement of the products in military, aeronautical or space travel or medical contexts is only permitted with SPRINTUS's prior express written consent. SPRINTUS accepts no liability for expenses or losses arising from use other than correct or approved use, without express prior written confirmation. The Customer undertakes to indemnify SPRINTUS against all third party claims for personal injury and/or damage to property if these expenses and losses have arisen in connection with the use of the products for unauthorised, prohibited or incorrect purposes without SPRINTUS's prior express written consent. If incorporation or use have not been specified in the order confirmation or otherwise expressly agreed, the products are exclusively for the purpose specified by the contract and if such a purpose cannot be specified, only for the objectively usual purpose.
- 10.3 SPRINTUS supplies RoHS and REACH compliant products. Without a special reason, SPRINTUS does not perform any special inspections of its own on materials and components incorporated and relies exclusively on the statements of the manufacturer or supplier of the products concerned with regard to the identification of RoHS and REACH compliance.
- 10.4 The Customer's rights regarding defects depend on it having fulfilled its duty to perform inspections and to complain. To this end, it must without delay very carefully inspect the products delivered, in particular upon receipt, to see whether they match the type and quantity ordered and whether there is any damage in transit to them or any other evident defect in them. After receiving the products, the Customer must inform SPRINTUS in writing without delay of any defects in or damage to them that is/are evident from such an inspection, stating the specific reasons for complaint and the nature of the defects, the item number and reporting the relevant delivery batch and quantity. The Customer must notify SPRINTUS in writing promptly after the discovery of any hidden defects, with the relevant statements as in Clause 2 and additionally stating the time and place of their appearance. Prompt notification is defined as notification within five working days at the latest, whereby the deadline is met if the notification or complaint was sent on time. If the Customer fails to conduct the correct inspection or give the correct notification of defects, SPRINTUS's liability for such defects, in particular regarding claims for defects per § 11, is excluded.
- 10.5 In the event of a complaint about a defect, the Customer shall without delay give SPRINTUS an opportunity and the required time to inspect the defect complained about by returning the products affected by it. It must send the products complained about without delay to SPRINTUS

and submit to the latter the complaint and service reports available to it. Otherwise it cannot rely on the defects complained about vis a vis SPRINTUS.

§ 11 Claims for defects

- 11.1 In the event of the presence of a defect in the delivered products at the time of their dispatch and of a complaint made about such a defect as well as a request from the Customer for rectification, in so far as stipulated by law SPRINTUS is obliged first to rectify the situation by making good the defect or delivering a product free from defects according to SPRINTUS's choice to be made within a reasonable period. Further claims for defects exist only in the event of the refusal, impossibility or failure of rectification. Rectification will not be deemed to have failed until SPRINTUS has attempted at least twice without success to make good the defect. Rectification does not include either the removal of the defective products or their reincorporation. The right to refuse rectification under the statutory provisions remains unaffected.
- 11.2 Returns of defective products to SPRINTUS for the purpose of rectification may only be made at the Customer's expense and with prior written consent in accordance with SPRINTUS's rules regarding this which are shown in the order confirmation and known to the Customer.
- 11.3 If, after a reasonable period, SPRINTUS is not prepared to or not in a position to perform rectification, the Customer may choose to cancel the contract or to reduce the delivery price relating to the delivery concerned. The same applies if the rectification repeatedly fails or is unreasonable for SPRINTUS. There is no right of cancellation if the defect is insignificant. The Customer cannot assign claims for defects.
- 11.4 If there is a defect in the products upon delivery, SPRINTUS shall bear the direct costs incurred for the purpose of inspection and rectification, in particular transportation and travel costs and costs of materials without any profit margin or any other surcharges in so far as these costs have actually been incurred and evidenced. If the Customer has incorporated the products correctly into or attached them to other items without prior processing or modification, SPRINTUS will also bear the costs directly necessary for the removal and incorporation of the products, provided that these lead to successful rectification.
- 11.5 The Customer's costs are not deemed necessary if they are higher than market prices and have been incurred additionally or at a higher level because the Customer has not accepted rectification offered to it by SPRINTUS or if the products have been taken by the Customer to a location other than the delivery address, unless by their nature the products were intended to undergo a change of location. The same applies to costs that are increased by the fact that the Customer grants to its customers services or payments that go beyond the statutory rights concerning defects or does not make or waives a claim when it has justified objections or reasons for one.
- 11.6 Entitlement to payment for removal and incorporation costs requires the Customer to have given prior written notice to SPRINTUS of its intended removal and incorporation measures and has asked the latter for rectification. In addition, any costs of rectification on the Customer's own initiative are excluded unless the Customer is otherwise threatened with considerable loss or damage that can be prevented by prompt removal. The Customer is not entitled to demand payment in advance for removal or incorporation costs.
- 11.7 If the removal and/or incorporation of the products is only possible with disproportionate costs, in which case the value of the products in defect-free condition and the significance of the defect in particular are to be taken into account, and SPRINTUS is not to blame for the delivery of defective products, SPRINTUS must bear the associated costs only up to the level of double the order value for the delivery quantity concerned.
- 11.8 Consequential loss or damage, in particular lost profits, operational downtime costs, profit shares, sorting costs and other normal incidental costs are not removal and incorporation costs to be borne by SPRINTUS in the context of rectification.

- 11.9 If a demand by the Customer for rectification of a defect and an associated claim concerning a defect turn out to be unjustified, which the Customer should have been able to readily discover on SPRINTUS's instruction or by careful inspection, SPRINTUS may reclaim the costs incurred as a result from the Customer.
- 11.10 Claims for recourse by the Customer against SPRINTUS within the meaning of § 445a BGB (German Civil Code) for compensation for costs of rectification in relation to the Customer's own customers are excluded if SPRINTUS is not to blame for the costs and the last contract in the delivery chain of the products concerned is not a sale to a consumer within the meaning of § 474 BGB . In addition, § 13 applies mutatis mutandis.
- 11.11 Claims by the Customer for defects are excluded if it is aware of the defect in the products at the time of conclusion of the contract or when the products are called off or it has remained unaware of the defect as a result of gross negligence. In addition, any claims by the Customer for reimbursement of removal and incorporation costs are excluded if it is aware of the defect in the products upon their acceptance, resale, processing or incorporation or it has remained unaware of the defect as a result of gross negligence. The exclusion of liability in the event of gross negligence does not apply if there is fraud or a guarantee by SPRINTUS of a characteristic. There is also gross negligence in particular if the Customer omits measures that are reasonable for it in the ordinary course of business or it does not arrange for the performance of detailed inspections of the products without delay or does not cease selling or processing the products without delay.
- 11.12 Claims by the Customer for defects in products lapse if without SPRINTUS's prior written consent the Customer attempts to repair the products itself or via third parties or processes, changes, damages or destroys them in some other way and thereby makes it impossible or unreasonably difficult for SPRINTUS to make good the defect or perform an analysis regarding the characteristics of the product complained about as at the time of delivery. The same applies if the products are not used in accordance with the contract or separate instructions for use and in particular with other products or if the defect relies on design documents or other specifications provided by the Customer.

§ 12 Compensation

- 12.1 The right to demand compensation is governed by legislative provisions unless otherwise specified in the T&Cs.
- 12.2 SPRINTUS has unlimited liability for breach of warranty or loss of life, physical injury or harm to health. The same applies to deliberate act and gross negligence, to mandatory statutory liability per the Produkthaftungsgesetz (Product Liability Act) and to liability for fraudulent concealment of defects. Otherwise SPRINTUS is liable for minor negligence only with regard to breach of a major contractual duty arising from the nature of the contract where only its fulfilment makes correct execution of the contract possible and on which the Customer can customarily rely. Such major contractual duties upon SPRINTUS include in particular its main performance obligations such as the delivery of the products free from defects. If there is negligent breach of major contractual duties or in the event of default and impossibility, then SPRINTUS's liability is limited to the foreseeable, typically occurring damage or loss up to a maximum of EUR 1 million per claim. Unless otherwise agreed above, SPRINTUS's liability is excluded regardless of the legal basis. Reversal of the burden of proof is not associated with the above rules.
- 12.3 If SPRINTUS gives technical information or acts in an advisory capacity and this information or advice is not part of the scope of the service due under the contract, this is done free of charge and with the exclusion of liability for compensation.

§ 13 Limitation period

- 13.1 The limitation period for physical and legal defects is one year from delivery of the products to the Customer.

- 13.2 For all other compensation claims, contractual and tortious claims, a limitation period of one year applies from the date when the Customer becomes aware, or does not do so because of gross negligence, of the circumstances underlying the claim and the person liable. In so far as the products have been used for a construction task in accordance with their normal manner of use, the statutory limitation periods apply as for SPRINTUS's liability for loss or damage arising from a warranty or from loss of life, physical injury or harm to health as well as to fraud and gross negligence and per the Produkthaftungsgesetz (Product Liability Act) .
- 13.3 Any position or measure taken by SPRINTUS regarding a claim by the Customer concerning a defect is not deemed to be acknowledgement or entry into negotiations about a possible claim by the Customer unless SPRINTUS expressly declares it in writing to be such. This applies in particular if the Customer has not made claims in writing or if SPRINTUS expressly rejects such claims in writing

§ 14 Product Liability

- 14.1 The Customer will not modify the products without SPRINTUS's prior consent. In particular, it will not change or remove any existing warnings about hazards if the goods are not used as intended. If this duty is breached, the Customer will indemnify SPRINTUS in their mutual relationship against third party product liability claims, provided that the Customer is to blame for the fault that triggered the liability.
- 14.2 If SPRINTUS is prompted to recall products or issue a warning because of a product fault, the Customer will support SPRINTUS and it will take all reasonable measures requested by SPRINTUS. To this end the Customer will make all documents regarding production, delivery and complaints about products available to SPRINTUS. The Customer is obliged to bear the costs of the product recall or product warning, provided that the Customer is responsible for the product defect or the damage or loss incurred. Any further claims by SPRINTUS are unaffected.
- 14.3 The Customer will notify SPRINTUS in writing without delay of any risks in using the products of which it becomes aware and of any possible product faults or product breakdowns in each individual case.

§ 15 Industrial property rights and copyright

- 15.1 The intellectual property rights in all specifications, drawings, images, technical descriptions and other technical information that are delivered or provided by SPRINTUS with this contract remain the exclusive property of SPRINTUS. No licences or rights of use, intellectual property rights, rights equivalent to intellectual property rights or other rights in SPRINTUS's intellectual property are transferred to the Customer with the purchase of the products. Rights inextricably linked to the delivery are excepted.
- 15.2 The Customer is not authorised to extract the design elements of products and to reconstruct SPRINTUS's products following investigations into the structures, states and behaviour of the products (reverse engineering).

§ 16 Export, customs duties, disposal

- 16.1 The delivered goods are intended to remain in the delivery country agreed with the Customer. Products subject to embargo provisions may not be exported out of the delivery country by the Customer
- 16.2 Where required by law, the Customer is obliged on its own initiative to dispose responsibly of the products covered by the ElektroG (Electrical and Electronic Devices Act), the BatterieG (Battery Act) or the VerpackungsVO (Packaging Regulations) in line with all statutory provisions. The Customer shall bear all associated duties to pay and inform in so far as this is legally possible and will impose the above-mentioned duties on its own customers as appropriate.
- 16.3 The Customer is liable to SPRINTUS for all damage or losses arising from failure to observe the terms of Point 16.2 where the former is to blame and indemnifies SPRINTUS against any third party claims.

§ 17 Data protection

- 17.1 Personal data from the Customer are only ever gathered, stored, processed and used by SPRINTUS if, in so far as and as long as this is necessary for the setting up, execution or termination of a contract. Any further gathering, storage, processing and use of personal data will only occur in so far as a statutory provision requires or allows this or the person concerned has consented to it. The legal basis for the above-mentioned data processing is Art. 6 Para. 1 P. 1 b) Datenschutz-Grundverordnung (DSGVO, GDPR, General Data Protection Regulation).
- 17.2 SPRINTUS is entitled to transfer the personal data to third parties if and in so far as this is necessary for the taking of pre-contractual measures and for execution of a contract (e.g. for dispatch, invoicing) per Art. 6 Para. 1 P. 1 b) DSGVO or for the fulfilment of a legal duty per Art. 6 Para. 1 P. 1 c) DSGVO.
- 17.3 In addition, with regard to the processing of personal data, in particular in connection with visits to the SPRINTUS website, we refer you to the data protection instructions on <https://sprintus.eu/en/data-protection.html>.

18 Concluding terms

- 18.1 The assignment of the Customer's rights and duties to third parties is only effective vis a vis SPRINTUS with the written consent of the Customer.
- 18.2 Jurisdiction for all disputes arising from the contractual relationship lies with the courts responsible for SPRINTUS's registered office. SPRINTUS is also entitled to take legal action at the place of the Customer's registered office and in any other competent court.
- 18.3 The law of the Federal Republic of Germany applies to the contractual relationship including its interpretation and execution, with the exclusion of international uniform law, in particular the U.N. Convention on the International Sale of Goods (CISG), is excluded.
- 18.4 The place of fulfilment for the execution of all the Customer's and SPRINTUS's duties is SPRINTUS's registered office.
- 18.5 If a term of these T&Cs is or becomes invalid or unenforceable wholly or in part or if there is a gap in these T&Cs, this does not affect the validity of the remaining terms. A valid or enforceable term that comes closest to the intent of the invalid or unenforceable term shall apply in its place. The same applies if an aspect requiring regulation has not been expressly covered.

Welzheim, August 2020