

General Terms and Conditions of Microstaxx GmbH

Version from 06.07.2021

Part 1: General

NOTICE FOR CONSUMERS

We do not offer goods or performances for consumers. The offer of Microstaxx GmbH is exclusively directed to customers who are entrepreneurs in the sense of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law.

§ 1 Scope, form

(1) These General Terms and Conditions (GTC) apply to all our business relationships with our customers (also „Buyer“), regardless of whether they are concluded online or offline. Only entrepreneurs in the sense of § 14 BGB (German Civil Code) are considered as customers. We are entitled at any time to request meaningful evidence from our customers for their entrepreneurial status.

(2) The GTC shall apply in particular to contracts for the sale and/or delivery of movable goods („Goods“), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC in the version valid at the time of the customer's order or, in any case, in the version last notified to the customer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.

(3) Our General Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing through an authorized representative. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the customer without reservation in the knowledge of the customer's GTC.

(4) Individual agreements made with the Customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

(5) Legally relevant declarations and notifications by the customer 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 the event of doubts about the legitimacy of the declarant, remain unaffected.

(6) References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 2 Registration as a customer

In addition to direct orders, the customer has the option of registering on our website with his own user account in order to be able to purchase our company's products via our online shop in this way. Only entrepreneurs are entitled to participate (cf. § 1 para.1 of these GTC).

§ 3 Conclusion of contract

(1) The presentation and advertising of products, for example in our online shop or other media, does not constitute a binding offer to conclude a purchase contract.

Our offers are subject to change without notice unless they are expressly marked as binding or expressly contain binding commitments or the binding nature has otherwise been agreed. They are always to be treated confidentially. Our offers are invitations to place orders. The aforementioned also applies if we have provided the customer with catalogs, technical documentation (e.g. pictures, films, drawings, plans, calculations, data sheets, concepts e.g. on networks or IT structures and calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which we reserve property rights and copyrights. This also applies to such written documents which are designated as „confidential“. Any use by the customer which is not exclusively private, in particular the passing on to third parties, requires our express prior written consent. At our request, the customer must return these items to us in full and destroy any copies made if they are no longer required by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The customer shall be solely liable if rights, in particular industrial property rights of third parties, are infringed by the execution of his order on the basis of documents provided by him.

(2) The order of the goods by the customer shall be deemed a legally binding offer of contract. Insofar as we have additionally set up the possibility of electronic orders via our online shop, the customer also submits a legally binding offer by clicking the button „order subject to payment“ or via the otherwise agreed path. The customer is bound by his order for 14 calendar days – 5 working days in the case of electronic orders (in each case at our registered office) – after receipt of the order by us, unless the customer also regularly expects us to accept the order at a later date (§ 147 of the German Civil Code). This shall also apply to subsequent orders placed by the customer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 14 days of its receipt by us.

(3) A contract is only concluded – also in current business transactions – if we confirm the customer's order in writing or in text form (i.e. also by fax or e-mail) by order confirmation. The order confirmation shall only be valid under the condition that outstanding payment arrears of the customer are settled and that a credit check of the customer carried out by us without delay remains without negative result. In the event of delivery or performance within the binding period of the customer which is the subject of the offer, our order confirmation may be replaced by our performance, whereby the dispatch of the delivery shall be decisive.

§ 4 Change in performance

(1) We reserve the right to modify the specification of the goods insofar as legal requirements make this necessary, insofar as this modification does not cause any deterioration with regard to quality and usability for the usual purpose and, insofar as suitability for a specific purpose was agreed, for this purpose.

(2) We are further entitled to deliver products with customary deviations in design, quality, shape, dimensions, weight, color and equipment without prior notice, provided that the subject matter of the contract and its appearance are not thereby subject to any commercially and technically unreasonable changes for the customer. Reasonable changes are in particular technical changes, improvements and adaptations to the latest state of science and technology, improvements in design and choice of materials. Such goods shall be deemed to be in conformity with the contract.

§ 5 Delivery time and delay in delivery

(1) Binding delivery dates and deadlines must be expressly agreed in writing. In the case of non-binding or approximate (approx., about, etc.) delivery dates and deadlines, we shall endeavor to comply with them to the best of our ability.

(2) Delivery and/or performance periods shall commence upon receipt of our order confirmation by the customer, but not before all economic, technical and logistical details of the execution of the order have been fully clarified between the customer and us and all other prerequisites for the delivery/performance to be fulfilled by the customer have been met in

full, in particular agreed advance payments or securities and necessary cooperation performances have been provided in full by the customer. The same applies to delivery and/or performance dates. If the customer has requested changes after the order has been placed, a new reasonable delivery/performance period shall commence upon our confirmation of the change. In this context, a reasonable delivery period/performance period shall be one which takes into account the preparatory actions required as a result of the change in the production of readiness for delivery/performance – e.g. in the form of procurements or subcontractor deliveries – in addition to the remaining delivery period/performance period. (3) Deliveries before the expiry of the delivery period are permissible. In the case of an obligation to collect, the delivery date shall be the date of notification of readiness for dispatch, in the case of an obligation to dispatch, the date of dispatch of the products, and in the case of an obligation to deliver, the date of delivery at the agreed place of delivery.

(4) In the absence of any other written agreement, the customer's interest in our performance shall only lapse if we fail to deliver essential parts or deliver them with delay.

(5) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the performance), we shall inform the customer of this without delay and at the same time notify the customer of the expected new delivery deadline. If the performance is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the customer. A case of non-availability of the performance in this sense shall be deemed to be, in particular, the incorrect and untimely self-delivery by our supplier if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case. The customer will be informed immediately about the non-availability of the performance.

(6) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. If we are in default of delivery, the customer must first set us a reasonable grace period of at least – unless unreasonable – 14 working days for performance. If this period expires fruitlessly, the customer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each full calendar week of the delay, but in total not more than 5% of the delivery value of the delayed goods. We reserve the right to prove that the customer has not suffered any damage or that the damage is significantly less than the above lump sum. If the delay in delivery is based on a grossly negligent breach of contract for which we are responsible or on the culpable breach of an essential contractual obligation, our liability for damages shall be limited to the foreseeable, typically occurring damage.

(7) The rights of the Customer pursuant to § 13 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 6 Delivery, Transfer of Risk, Acceptance, Default of Acceptance

(1) Delivery shall be made ex Munich (Ex Works INCOTERMS 2020), which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. The shipment will only be insured by us against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the customer and at his expense.

(2) The risk of accidental loss or accidental deterioration shall pass to the customer in the case of an agreed debt to be discharged upon handover of the products to be delivered to the customer, and in the case of an agreed debt to be discharged upon handover to the forwarding agent, the carrier or the undertakings otherwise designated to carry out the shipment, but no later than upon leaving our registered office or our warehouse, or our branch or the manufacturer's plant, unless an obligation to be discharged upon delivery has been agreed. In the case of an obligation to be performed at the place of delivery, the risk shall pass to the customer upon delivery to the agreed location. The foregoing shall also apply if an agreed partial delivery is made.

(3) 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 performances shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.

(4) If the shipment is delayed due to the fact that we exercise our right of retention as a result of full or partial default in payment by the customer or for any other reason for which the customer is responsible, the risk shall pass to the customer at the latest from the date of dispatch of the notification to the customer of readiness for shipment and/or performance.

(5) If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of 0.25% of the invoice amount of the delivery items to be stored per expired week, beginning with the delivery deadline or – in the absence of a delivery deadline – with the notification that the goods are ready for shipment, up to a maximum of 10% of the invoice amount per year. We reserve the right to claim and prove further or lower storage costs.

(6) Proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

§ 7 Reservation of self-delivery, force majeure and other hindrances

(1) If, for reasons for which we are not responsible, we do not receive deliveries or performances from our suppliers for the performance of our contractual delivery or -performance despite proper and sufficient coverage prior to the conclusion of the contract with the customer in accordance with the quantity and quality from our delivery or performance agreement with the customer (congruent coverage), or do not receive them properly or on time, or if events of force majeure of not insignificant duration (i.e. with a duration of longer than 14 calendar days) occur, we shall inform our customer of this in writing or in text form in due time. In this case, we shall be entitled to postpone the delivery or performance for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part not yet fulfilled, insofar as we have complied with our aforementioned duty to inform and have not assumed the procurement risk in accordance with § 276 BGB (German Civil Code) or a delivery or performance guarantee. Equal to force majeure are: strike, lockout, official interventions, shortage of energy and raw materials, transport bottlenecks or obstacles through no fault of our own, operational hindrances through no fault of our own – e.g. due to fire, water and machine damage –, epidemics, pandemics (such as COVID 19), epidemics or

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quarantine orders and all other hindrances which, viewed objectively, have not been culpably caused by us.

(2) If a delivery and/or performance date or a delivery and/or performance period has been bindingly agreed and if the agreed delivery date or the agreed delivery period is exceeded due to events according to Paragraph 1, the customer shall be entitled to withdraw from the contract due to the part not yet fulfilled after the fruitless expiry of a reasonable grace period. Further claims of the customer, in particular claims for damages, are excluded in this case.

(3) The above provision pursuant to Paragraph 2 shall apply accordingly if, for the reasons stated in Paragraph 1, it is objectively unreasonable for the customer to continue to adhere to the contract even without a contractual agreement on a fixed delivery date.

§ 8 Prices and terms of payment

(1) Unless otherwise agreed in individual cases, our prices current at the time of conclusion of the contract shall apply, ex warehouse Munich, plus statutory VAT, packaging and other costs incurred, such as in particular shipping costs.

(2) In the case of a sale by delivery to a place other than the place of performance (§ 6 para. 1), the customer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the customer. The respective applicable transport costs result from our offer. Any customs duties, fees, taxes and other public charges shall be borne by the customer.

(3) The purchase price is due and payable within 14 days from the date of invoice and delivery or acceptance of the goods, unless otherwise agreed. However, we shall be entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.

(4) Upon expiry of the aforementioned payment deadline, the Customer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 German Commercial Code) shall remain unaffected.

(5) The customer shall only be entitled to rights of set-off or retention to the extent that its claim has been legally established, is undisputed or has been acknowledged by us. In the event of defects in the delivery, the customer's counter rights shall remain unaffected.

(6) If it becomes apparent after conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 German Civil Code). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

§ 9 Price adjustment

(1) We shall be entitled to increase the remuneration unilaterally in the event of an increase in material manufacturing and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges accordingly if these directly or indirectly influence the goods manufacturing or procurement costs or costs of our contractually agreed performances and if there are more than 4 months between conclusion of the contract and delivery. An increase in the aforementioned sense is excluded insofar as the cost increase in individual or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors in relation to the total cost burden for the delivery. If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the customer as part of a price reduction.

(2) If the new price is 20% or more above the original price due to our aforementioned right to adjust the price, the customer shall be entitled to withdraw from contracts that have not yet been fully performed. However, he may only assert this right immediately after notification of the increased price.

§ 10 Retention of title

(1) We reserve title to all goods delivered by us („Reserved goods“) until all our claims arising from the business relationship with the customer, including claims arising in the future from contracts concluded at a later date, have been settled. This shall also apply to a balance in our favor if individual or all claims are included by us in a current account and the balance has been drawn.

(2) The customer shall insure the reserved goods in accordance with the respective replacement value, in particular against fire and theft, and shall take out an insurance against natural hazards covering in particular water and storm damage. Claims against the insurance company arising from a case of damage affecting the reserved goods are hereby already assigned to us in the amount of the value of the reserved goods. We accept the assignment.

(3) The customer shall be entitled to resell the delivered products in the ordinary course of business. He shall not be permitted to make any other dispositions, in particular pledges or the granting of ownership by way of security. If the goods subject to retention of title are not paid for immediately by the third party purchaser in the event of resale, the customer shall be obliged to resell only under extended retention of title, i.e. against assignment of the purchase price against the purchaser. The right to resell the goods subject to retention of title shall lapse without further ado if the customer suspends payment or defaults on payment to us.

(4) The customer hereby assigns to us all claims, including securities and ancillary rights, accruing to him from or in connection with the resale of goods subject to retention of title against the end customer or against third parties. He may not enter into any agreement with his purchasers which excludes or impairs our rights in any way or nullifies the advance assignment of the claim. In the event of the sale of goods subject to retention of title with other items, the claim against the third party purchaser shall be deemed assigned in the amount of the net delivery price agreed between us and the customer, unless the amounts attributable to the individual goods can be determined from the invoice.

(5) The customer remains entitled to collect the claim assigned to us until our revocation, which is permissible at any time. However, we undertake to revoke the direct debit authorization only in the event of a legitimate interest on our part. Such a justified interest exists, for example, if the customer does not properly meet his payment obligations or defaults on payment. At our request, the customer shall be obliged to provide us with all information and documents required for the collection of assigned claims and, if we do not do so ourselves, to inform its customers immediately of the assignment to us.

(6) If the customer includes claims from the resale of goods subject to retention of title in an existing current account relationship with his customers, he hereby assigns to us any recognized closing balance in his favor in the amount corresponding to the total amount of

the claim from the resale of our goods subject to retention of title included in the current account relationship. We accept the assignment.

(7) If the customer has already assigned claims from the resale of the products delivered or to be delivered by us to third parties, in particular due to genuine factoring (purchase of receivables in which the factor assumes the del credere function) or non-genuine factoring (purchase of receivables as a credit transaction, whereby the risk of uncollectibility remains with the seller of the receivables), or has entered into other agreements due to which our current or future security rights pursuant to these GTC may be impaired, the customer shall notify us thereof without undue delay. In the event of non-genuine factoring, we shall be entitled to withdraw from the contract and demand the return of products already delivered. The same shall apply in the case of genuine factoring if the customer cannot freely dispose of the purchase price of the claim under the contract with the factor.

(8) In the event of actions contrary to the contract for which the customer is responsible, in particular in the event of default in payment, we shall be entitled to take back all goods subject to retention of title after withdrawal from the contract. In this case, the customer shall be obliged to surrender the goods without further ado and shall bear the transport costs required for the repossession. The taking back of the reserved goods by us shall constitute a withdrawal from the contract. In the event of withdrawal, we shall be entitled to realize the goods subject to retention of title. The proceeds of the realisation, less reasonable costs of the realisation, shall be set off against those claims which the customer owes us from the business relationship. We may enter the customer's business premises at any time during normal business hours in order to ascertain the inventory of the goods delivered by us. The customer must inform us immediately in writing of any access by third parties to goods subject to retention of title or claims assigned to us.

(9) If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more than 10% in total, we shall be obliged to release securities of our choice to this extent at the customer's request.

(10) Processing and treatment of the goods subject to retention of title shall be carried out for us as manufacturer without, however, obligating us. If the reserved goods are processed or inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the net invoice amount of our goods to the net invoice amounts of the other processed or combined items. If our goods subject to retention of title are combined with other movable items to form a uniform item which is to be regarded as the main item, the customer hereby assigns to us co-ownership thereof in the aforementioned same ratio. The customer shall keep the property or co-property for us free of charge. The co-ownership rights arising hereunder shall be deemed to be reserved goods. At our request, the customer shall be obliged at any time to provide us with the information required to pursue our ownership or co-ownership rights.

§ 11 Claims for defects of the customer

(1) The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below in these GTC. In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to §§ 478 German Civil Code). Claims from supplier recourse are excluded if the defective goods have been further processed by the customer or another entrepreneur, e.g. by installation in another product.

(2) We do not give warranties in the legal sense. Manufacturer's warranties remain unaffected by this; they are handled exclusively between the manufacturer and the customer, unless otherwise agreed in writing.

(3) The basis of our liability for defects is above all the agreement reached on the quality of the goods. All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogs or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods.

(4) Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether or not there is a defect (§ 434 (1) sentences 2 and 3 German Civil Code). Insofar as we are not the manufacturer of the delivered products, the following shall apply:

We shall not be liable for public statements made by the manufacturer of supplier products or other third parties (e.g. advertising statements) to which the customer has not referred to us as being decisive for his purchase.

(5) As a matter of principle, we shall not be liable for defects of which the customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 German Civil Code). Furthermore, the customer's claims for defects presuppose that he has complied with his statutory obligations to inspect and give notice of defects (§§ 377, 381 German Commercial Code). In the case of goods intended for installation or other further processing, an inspection must in any case take place immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later time, we must be notified thereof in writing without delay. If the customer fails to properly inspect the goods and/or notify us of a defect, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

(6) If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(7) We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the purchase price in relation to the defect.

(8) The customer shall give us the time and opportunity required for the subsequent performance owed, in particular, at our discretion, to hand over the goods subject to complaint for inspection purposes or to keep them ready in such a way that a service technician commissioned by us can carry out the repair after consultation with the customer. In the event of a replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions. The inspection and subsequent performance shall neither include the removal of the defective item nor the re-installation if we were not originally obliged to install it.

(9) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions if there is actually a defect, but only to the extent that these are not increased by the fact that the purchased item was taken to a place other than the place of performance. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the customer.

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(10) In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the customer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We are to be notified immediately of any such self-execution, if possible in advance. The right of self-execution shall not exist if we would be entitled to refuse a corresponding subsequent performance according to the statutory provisions.

(11) If the supplementary performance has failed or a reasonable deadline to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

(12) Claims for defects shall not apply if the customer modifies the goods or has them modified by third parties without our consent and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.

(13) Any delivery of used items agreed with the Customer in individual cases shall be made to the exclusion of any warranty.

(14) Claims of the Customer for damages or reimbursement of futile expenses shall also exist in the event of defects only in accordance with § 11 and shall otherwise be excluded.

§ 12 Industrial Property Rights and Copyrights – Legal Defects

(1) Unless expressly agreed otherwise, we shall be obliged to provide the deliveries and performances free of third party industrial property rights (hereinafter „Property Rights“) only in the country of the place of manufacture and the place of delivery. „Property Rights“ in this sense are patents, utility models and designs, trademarks, including their respective applications, and copyrights. If a third party asserts justified claims against the customer due to the infringement of Property Rights by deliveries and performances provided by us and used in accordance with the contract, we shall be liable to the customer within the period stipulated in § 15 1st paragraph of the GTC as follows:

(2) We shall, at our discretion and at our expense, either obtain a right of use for the deliveries and performances concerned, modify them in such a way that the property right is not infringed, or replace them. If this is not possible for us under reasonable conditions, the customer shall be entitled to the statutory rights of withdrawal or reduction. Our obligation to pay damages shall be governed by § 13.

(3) The aforementioned obligations shall only exist if and to the extent that the customer has immediately informed us in writing of the claims asserted by the third party, has not acknowledged an infringement and all defensive measures and settlement negotiations are reserved for us.

(4) The customer's claims are excluded insofar as the customer is exclusively responsible for the infringement of property rights.

(5) The customer's claims shall also be excluded if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by us or by the fact that the delivery and performance is subsequently modified by the customer without authorization.

(6) Further claims or claims other than those regulated in this provision against us or our fulfillment agents due to a defect in title are excluded.

(7) If a result capable of being protected by industrial property rights results in connection with the contractual obligations, we shall be exclusively entitled to all industrial property rights to this result, unless the customer was significantly involved in the creation of the result. In such a case or in all other cases in which a result capable of being protected by property rights was jointly created, we agree that we shall be entitled to at least a gratuitous, non-exclusive right of use unlimited in terms of space, time and content.

§ 13 Other liability

(1) Insofar as nothing to the contrary arises from these GTC including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

(2) We shall be liable for damages – irrespective of the legal grounds – within the scope of fault liability in the event of intent and gross negligence. In the case of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only

a) for damages resulting from injury to life, body or health,

b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from para. 2 shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are 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 customer under the Product Liability Act.

(4) The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 German Civil Code) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

(5) The Customer shall be solely liable if rights, in particular industrial property rights of third parties, are infringed by the execution of its order on the basis of documents provided by it.

§ 14 Data backup and assignment of claims

(1) If the customer commissions us to carry out maintenance, installation or extension work or other work of any kind (also within the scope of liability for defects pursuant to § 11) on hardware or software which serves to store, record or process data, the customer shall ensure that a proper backup of all data is carried out prior to the commencement of such work so that the data stock can be reconstructed at any time prior to the commencement of such work. In the event of loss of data, we shall only be liable for the typical effort required to restore the data if the customer has properly backed up the data.

(2) Claims against us are not assignable without our written consent.

§ 15 Limitation

(1) Notwithstanding Section 438 (1) No. 3 of the German Civil Code, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 German Civil Code) would

lead to a shorter limitation period in individual cases. Claims for damages of the customer according to § 13 para. 2 sentence 1 and sentence 2(a) as well as according to the Product Liability Act shall become time-barred exclusively according to the statutory limitation periods.

§ 16 Export clause

(1) Unless otherwise contractually agreed with the customer, the delivered goods are intended to be placed on the market for the first time by the customer within the Federal Republic of Germany or, in case of delivery outside this territory, to the agreed country of first delivery (first country of delivery).

(2) The export of certain goods by the customer from there may – e.g. due to their nature or intended use or final destination – be subject to authorization. The customer himself is obliged to check this and to strictly observe the export regulations and embargos relevant for these goods, in particular those of the European Union (EU), the Federal Republic of Germany or other EU member states as well as, if applicable, the USA or ASEAN states and all third countries affected in the case of import or export, insofar as he exports the products supplied by us from the country of first delivery or has them exported by third parties.

(3) The customer shall in particular check, ensure and prove to us upon request that

- the products provided are not intended for use in armaments, nuclear technology or weapons technology;

- no companies and persons named on the US Denied Persons List (DPL) are supplied with US originating goods, US software and US technology;

- no companies and persons named on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with US originating products without relevant authorization;

- no companies and persons are supplied who are named in the list of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the terrorist list of the EU or other relevant negative lists for export control;

- no military recipients are supplied with the products we deliver;

- no recipients are supplied herewith who are in breach of other export control regulations, in particular those of the EU or the ASEAN states;

- all early warning notices issued by the competent German or national authorities of the respective country of first delivery of the consignment are observed.

(4) In the event of agreed delivery outside the Federal Republic of Germany, the customer shall ensure at its own expense that all national import regulations of the country of first delivery are fulfilled with regard to the goods to be delivered by us.

(5) The customer shall indemnify us against all damages and expenses resulting from the culpable violation of the above obligations according to (1)-(4).

§ 17 Choice of Law, Place of Jurisdiction, Effectiveness and Miscellaneous

(1) These GTC and the contractual relationship between us and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Munich. The same shall apply if the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

(3) Should individual provisions of the contract with the Customer, including these GTC, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to the invalid provision.

Part 2: Supplementary Regulations for Performances of Microstaxx GmbH

In case of provision of performances by Microstaxx, the following additional regulations apply:

§ 1 Scope

The object of performances provided by our company is the agreed performance designated in the contract, not the achievement of a specific economic success.

§ 2 Cooperation obligations of the contracting party

(1) The provision of performances requires that the customer fulfills the respective agreed duties to cooperate and technical requirements for the duration of the fulfillment of our performance obligations. If no duties to cooperate and technical requirements are defined, the customer shall fulfill all duties that enable us to provide our performances within the usual period for comparable performances according to the current state of science and technology. In particular, the customer shall promote our performances by appropriate acts of cooperation. In particular, he shall provide us with the information, data and, if necessary, employees required for this purpose and allow our employees access to his business premises during his business hours to the extent required. In addition, the customer shall provide the necessary working materials, in particular workstations and computers, on its business premises to an appropriate extent.

(2) If the customer fails to comply with its obligations to cooperate and if, for this reason, we are unable to complete our obligation to perform in whole or in part within the agreed time, the period agreed for this purpose shall be extended accordingly. We reserve the right to exercise any further rights.

(3) It shall be the Customer's responsibility to perform proper data backups and to properly maintain and performance the software and hardware environment not covered by our performance. The customer shall protect the hardware and software in particular against unauthorized access by employees or other third parties, viruses, Trojans and other malware.

§ 3 Data protection and information security

(1) The parties observe the requirements of data protection law.

(2) The details are governed by the order processing agreement concluded between the parties (Art. 28 (3) of the GDPR).

(3) We have taken appropriate and state-of-the-art organizational and technical measures to ensure the availability, integrity, authenticity and confidentiality of our information systems, components and processes used within the scope of performance provision and of all data provided or otherwise made accessible by the customer. These requirements also apply to communication and cooperation with the customer. When using systems not subject to his access, he shall impose corresponding obligations on his contractual partners and regularly monitor their compliance.