

## **General Terms and Conditions of Business, Payment and Delivery**

### **1. General – Scope**

- 1.1 The scope of these General Terms and Conditions extends to all business transactions such as sales, deliveries, services as well as payment transactions of iCiti GmbH with other companies.
- 1.2 The Terms and Conditions of iCiti GmbH shall apply exclusively. Terms and conditions of sale that deviate from or contradict these Terms and Conditions shall not be accepted unless iCiti GmbH expressly agrees to their validity in text form (§ 126 b BGB). Even without express retention in the case of a delivery with knowledge of conflicting terms and conditions of the business partner, only the terms and conditions of iCiti GmbH shall remain exclusively valid.
- 1.3 All agreements for the performance of a contract between a business partner and iCiti GmbH are set out in writing in these General Terms and Conditions of Business.
- 1.4 The iCiti GmbH Terms and Conditions of Sale apply only to entrepreneurs or legal entities under public law within the meaning of § 310 (1) of the German Civil Code (BGB).

### **2. Offer – Offer documents**

- 2.1 An order that constitutes an offer within the meaning of § 145 of the German Civil Code (BGB) can be accepted by iCiti GmbH within two weeks.
- 2.2 Acceptance of the order after expiry of the aforementioned period shall be deemed to be a new offer to the customer. If the customer does not immediately object to this offer, the customer has accepted the iCiti offer.
- 2.3 The property rights and copyrights for all illustrations, drawings, calculations, and other documents, including all documents marked as confidential, are held by iCiti GmbH. Passing on to third parties or use by third parties is not permitted without express written consent. Deviations are permissible within the scope of customary tolerances and relevant EN/DIN regulations.

In addition, iCiti GmbH is permitted to make technical changes, in particular in the production process, unless this is an unreasonable disadvantage for the customer.

### **3. Transfer of risk and prices**

- 3.1 The goods are sold "ex works" (EXW – according to Incoterms 2020). This means that the material risk – accidental loss and/or accidental deterioration – is transferred to the buyer from the time the goods leave the factory. Other deviating terms of delivery must be agreed in text form (§ 126 b BGB) in the order confirmation.
- 3.2 The buyer must take out transport insurance himself.
- 3.3 The prices are pure net sales prices. Packaging and freight costs plus any applicable customs duties and the like shall be invoiced separately.

- 3.4 Should freight costs or customs duties increase or be newly introduced after conclusion of the contract, iCiti GmbH is entitled to add these also to carriage paid or duty paid deliveries.
- 3.5 Increases in material and raw material costs can be passed on if there are at least 2 months between the conclusion of the contract and the delivery.
- 3.6 All prices are net prices and do not include statutory value added tax. This will be shown on the invoice at the statutory rate valid at that time.
- 3.7 The customer is not entitled to exercise a right of retention unless the right of retention is based on the same contractual relationship.

#### **4. Delivery time and acceptance**

- 4.1 iCiti GmbH shall endeavour at all times to deliver within the specified delivery time. The prerequisite is that all technical questions have been conclusively clarified by the beginning of the delivery period and that the client has fulfilled its obligations to co-operate. A binding delivery date must have been expressly agreed before the contract is concluded. A binding delivery date shall in no case be established by implied action of the contracting parties. Silence on the part of iCiti GmbH in response to a request for a binding delivery date means that it has been rejected.

If shipment has been agreed, the delivery periods and delivery dates refer to the time of handover to a forwarding agent, carrier or other third party commissioned with the transport.

iCiti GmbH is entitled to make partial deliveries.

- 4.2 A prerequisite for compliance with the delivery obligation is the timely and proper fulfilment of the customer's obligations. The defence of non-performance of the contract remains reserved.
- 4.3 iCiti GmbH reserves the right to claim damages including additional expenses for damages caused by a delay in acceptance or a culpable breach of other obligations to cooperate on the part of the customer.  
The assertion of further rights or claims is expressly reserved.
- 4.4 If the customer is in default of acceptance or is responsible for a culpable breach of other duties to cooperate, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer from this point in time.
- 4.5 In case of default in delivery, iCiti GmbH is liable according to the statutory provisions if the underlying purchase contract constitutes a transaction for delivery by a fixed date according to § 286 II No. 4 BGB or § 376 German Commercial Code (HGB).

Should the customer justifiably claim the cessation of his interest in the performance of the contract, iCiti GmbH shall also be liable according to the statutory provisions.

- 4.6 In case of delay in delivery due to intentional or grossly negligent breach of contract by iCiti GmbH including its vicarious agents, iCiti GmbH shall be liable in accordance with the statutory provisions.

4.7 In the event of a grossly negligent breach of contract by iCiti GmbH, the extent of liability for damages shall be limited to the contract value in euros.

In the event of a delay in delivery due to a culpable breach of an essential contractual obligation for which iCiti GmbH is responsible, the liability for damages is limited to the foreseeable, typically occurring damage.

4.8 Further rights and claims of the customer remain unaffected.

## 5. Self-delivery, force majeure, and other hindrances

5.1 iCiti GmbH is entitled to postpone deliveries and services for the duration of the impediment resulting from the delay in delivery by upstream suppliers. The precondition is that iCiti GmbH is not responsible for the circumstances. This also applies to events of force majeure. This includes in particular shortages of energy and raw materials, transport bottlenecks, strikes, lockouts, official interventions as well as operational hindrances through no fault of iCiti GmbH and all other hindrances. This shall also apply if the designated circumstances only occur when iCiti GmbH is already in default.

iCiti GmbH is also entitled to withdraw from the unfulfilled part of the contract in whole or in part due to these circumstances.

5.2 If a binding delivery date is exceeded for reasons described under 5.1, the customer may request iCiti GmbH in writing, setting a deadline of 2 weeks, to declare whether iCiti GmbH wishes to withdraw from the contract or to fulfil the contract within a reasonable period of grace. The customer can withdraw from the unfulfilled part of the contract if iCiti GmbH lets the deadline expire.

## 6. Terms of payment

6.1 Deliveries and services are payable free of postage and charges on the due date stated on the invoice. If no due date has been contractually agreed, the amount must be credited to iCiti GmbH's account within 10 days (for services) or within 30 days (for hardware deliveries). The date of receipt of funds by iCiti GmbH or the crediting of the bank account shall be deemed the date of payment.

6.2 Cash discounts may only be deducted after written agreement.

6.3 Payment is due within the periods specified in 6.1 from the invoice date without deduction, unless other payment terms were agreed in the order confirmation. The statutory provisions shall apply to default in payment and its consequences.

6.4 The customer is not entitled to set-off unless his claims are undisputed or have been legally established.

6.5 iCiti GmbH is entitled to demand advance payment or appropriate securities (e.g., bank guarantees) if the terms of payment are not met or circumstances become known which give rise to justified doubts about the creditworthiness of the customer. This also applies to facts which only became known to iCiti GmbH after conclusion of the contract.

Further legal rights are expressly preserved.

- 6.6 If no payment is made or appropriate securities are provided despite the setting of a deadline, iCiti GmbH can withdraw from the contract or demand compensation for damages.
- 6.7 iCiti GmbH is entitled to prohibit the customer from reselling or processing the goods owned or co-owned by iCiti GmbH and to demand their immediate return to iCiti GmbH.
- 6.8 At the customer's expense, iCiti GmbH may demand the right of joint possession.
- 6.9 The customer's rights of retention or set-off shall only apply with regard to corresponding counterclaims that are undisputed or have been legally established.
- 7. Liability for defects**
- 7.1 The prerequisite for claims for defects is the proper fulfilment of the customer's owed obligations to inspect and give notice of defects (§ 377 HGB [German Commercial Code]).
- 7.2 If there is a material defect, iCiti GmbH may decide whether subsequent performance is to be effected by remedying the defect or by delivery of a defect-free item.
- 7.3 In the event of a justified material defect complaint, iCiti GmbH shall bear all expenses necessary for the purpose of rectifying the defect or replacement delivery of the subsequent performance, in particular transport, travel, labour, and material costs.
- 7.4 If iCiti GmbH fails to remedy the defect, the customer may rescind the contract or demand a price reduction.
- 7.5 Should the customer claim damages due to intentional or grossly negligent breach of contract by iCiti GmbH, iCiti GmbH shall be liable in accordance with the statutory provisions. Also fault by representatives or vicarious agents is attributable to iCiti GmbH. In any case, with the exception of intentional breach of contract, liability for damages shall be limited to the contract value in euros.
- 7.6 Should the customer claim a culpable breach of essential contractual obligations, iCiti GmbH shall be liable in accordance with the statutory provisions, but the liability for damages shall be limited to the foreseeable, typically occurring damages.
- 7.7 iCiti GmbH's liability in the event of a customer claim for compensation for damage instead of performance due to a negligent breach of duty is limited to the foreseeable, typically occurring damage.
- 7.8 Batteries and accumulators are excluded from the liability for defects.
- 7.9 iCiti GmbH's statutory liability for culpable injury to life, limb or health shall remain in force. This also applies to the mandatory liability of the Product Liability Act.
- 7.10 Furthermore, liability is excluded.
- 7.11 The limitation period for claims for defects begins with the transfer of risk and is 12 months.

7.12 An exception to this is the use of the purchased item in a building which caused the defect.

## **8. Total liability**

8.1 Regardless of the legal nature of the asserted claim, any further liability for damages other than that set out in clause 7 is excluded. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for property damage pursuant to § 823 BGB.

8.2 The exclusion of liability shall also apply in the event of a claim for reimbursement of useless expenses by the customer.

8.3 The personal liability for damages of iCiti GmbH's employees, workers, representatives, and vicarious agents is limited or excluded to the extent that iCiti GmbH's liability for damages is limited or excluded.

8.4 iCiti GmbH's limited or excluded liability for damages also applies to personal claims for damages against our employees, workers and all employees, representatives, and vicarious agents.

## **9. Copyright protection, software usage rights**

9.1 The copyrights and, if applicable, unrestricted, exclusive rights of use for all illustrations, drawings, calculations, constructive performances, and other documents, including all documents marked as confidential, are held by iCiti GmbH. Only use in accordance with the intended purpose is permitted. Passing on to third parties or publication is not permitted without express written consent.

Documents labelled as confidential must be stored with appropriate care by the business partner and only made available to persons who need these documents for the use of iCiti products or services. iCiti GmbH has the right to demand the surrender or destruction of these documents and to have the business partner provide proof of this. In addition, further details on the handling of confidential documents can be regulated by an additional agreement.

9.2 Copies may be made for archival purposes or as a substitute; copyright protection or confidentiality notices must also be transferred to the copies.

9.3 For software provided by iCiti GmbH and the corresponding documentation as well as subsequent updates and supplements, the customer receives a non-exclusive and non-transferable right of use for use in connection with the products sold for which the software was supplied. Also, for this purpose a transfer to third parties without prior consent by iCiti GmbH is excluded. Separate licence agreements are of priority.

9.4 Any change in the marking of the goods supplied by iCiti GmbH is not permitted. This includes in particular the removal of the device numbers and type plates as well as special markings which could be regarded as the customer's or a third party's mark of origin.

9.5 In the case of services and software developments based on customer specifications, iCiti GmbH assumes no liability for infringement of property rights vis-à-vis third parties. This also applies to any use of the software/services not

previously agreed. Furthermore, iCiti GmbH shall not be liable for goods which have been caused by the use of delivered goods in combination with goods delivered by iCiti GmbH. In all other respects liability is governed by clauses 7 and 8.

## **10. Retention of title**

- 10.1 iCiti GmbH retains ownership of the purchased goods until full payment has been received under a contract. Should the customer act contrary to the contract, in particular in case of default of payment, iCiti GmbH has the right to take back the purchased item. iCiti GmbH thereby simultaneously withdraws from the contract. iCiti GmbH is entitled to realise the purchased goods. The appropriate realisation proceeds will be credited against the customer's liabilities.
- 10.2 The customer is obliged to treat the goods owned by iCiti GmbH properly and to insure them at his own expense against destruction by fire, water, and theft at replacement value. The customer shall carry out maintenance and inspection work at his own expense, insofar as this is necessary to maintain the value/function of the goods.
- 10.3 The customer has the obligation to inform iCiti GmbH immediately in writing about seizures or other interventions by third parties in order to give iCiti GmbH the possibility to file a lawsuit according to § 771 ZPO (German Code of Civil Procedure).
- 10.4 The customer shall be liable for any judicial and extrajudicial costs of an action pursuant to § 771 ZPO and defaults of any kind, unless the third party is able to reimburse iCiti for such costs.
- 10.5 There is an immediate assignment of the customer's claim from sold iCiti GmbH goods which were resold in the ordinary course of business. The amount of the assignment of claims is limited to the final invoice amount incl. statutory VAT of our claim, which he can assert against his customers or third parties through the resale. This applies both to goods which are sold unchanged or after further processing. The customer remains authorised to collect these claims even after they have been separated. iCiti GmbH's authority to collect the claim itself remains unaffected. As long as the customer fulfils his payment obligations towards iCiti GmbH in due time and in full, is not in default of payment and has not filed an application for the opening of composition or insolvency proceedings and thus there is a suspension of payments, iCiti GmbH will not make use of the assignment of claims.
- 10.6 Should the aforementioned case occur, the customer undertakes to pass on to iCiti GmbH the assigned claims and their debtors and all necessary information for the collection of the claims as well as to hand over the necessary documents and to inform the debtors (third parties) about the assignment.
- 10.7 Any further processing or redesign by the customer is done on behalf of iCiti GmbH and does not affect iCiti GmbH's ownership rights. By combining iCiti products with other goods, iCiti GmbH acquires a co-ownership in the new item. The amount of co-ownership is measured by the ratio of the value of the goods of the original purchase (final invoice amount incl. statutory VAT) to the other

processed materials/objects at the time of processing. The same retention of title applies to the new item as to the originally delivered goods.

In case of inseparable mixing/combining of the goods owned by iCiti GmbH with other materials, co-ownership shall also apply in proportion of the value of the purchased item (final invoice amount incl. statutory VAT) to the other mixed items/modified items at the time of mixing. If the mixed object becomes the main product, the customer transfers the co-ownership proportionally to iCiti GmbH. The sole ownership or co-ownership thus created is kept by the customer for iCiti GmbH.

- 10.8 Should the further processing of iCiti goods result in a connection with a piece of real estate, the customer assigns his/her claims against third parties to iCiti GmbH as security for iCiti GmbH's claim against him/her.
- 10.9 If the realisable value of the securities to which iCiti GmbH is entitled exceeds the claims to be secured by more than 10%, iCiti GmbH undertakes to release securities at the customer's request. The selection of the securities to be released is made by iCiti GmbH.
- 11. Place of jurisdiction – Place of performance**
- 11.1 The place of business of iCiti GmbH is also the place of jurisdiction if the customer is a merchant. However, iCiti GmbH may also sue the customer at the place of jurisdiction of the customer's place of residence or place of business.
- 11.2 The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute, the German version of these GTCs shall prevail.
- 11.3 The place of business of iCiti GmbH is the place of performance, unless otherwise stated in the order confirmation.