General Terms and Conditions (GTC)
of primion Technology GmbH (primion)

A. General provisions

§ 1 - Scope

1. The following GTC apply exclusively; deviating or supplementary terms and conditions, in particular contractual penalty provisions of the contractual partner, do not become part of the contract unless primion has expressly confirmed their validity. The GTC in their respective valid version also apply to all future agreements with the contractual partner.

2. These GTC shall only apply to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

§ 2 - Conclusion of contract, content of services, written form

1. Order forms signed by the contractual partner are to be understood as an offer by the contractual partner, unless it is apparent in individual cases, for example through mutual signatures, that the immediate conclusion of the contract has been agreed. primion can accept such an offer within 4 weeks.

2. The service content owed is conclusively determined by primion's written order confirmation or, in the case of immediate conclusion of the contract (Clause 1), by the respective contract form. Unless expressly agreed otherwise, for example in a consultancy contract, the contractual partner is solely responsible for the selection and suitability of the delivery and service.

3. All agreements as well as any subsequent supplementary or deviating additional agreements require the express confirmation by primion to be effective. Offers made by primion itself are subject to change and are only valid for a reasonable period of time specified in the offer.

§ 3 - Terms of payment, remuneration, set-off, right of retention

1. Prices quoted by primion do not include any delivery and transport costs that may be incurred and do not include the applicable statutory sales tax. All services provided by primion are due for payment immediately and without deduction. Payment periods stated in invoices do not apply as due dates.

2. Default of payment occurs in particular if the contract partner does not pay within two weeks of the due date and receipt of the invoice. In the event of late payment, primion is entitled to charge interest on arrears at a rate of 9 percentage points above the base interest rate. This does not exclude the assertion of further damages.

3. primion is entitled to refuse all services that it is obligated to provide under the business

relationship or to provide them only against advance payment as long as the contract partner is in default with its payment obligations. The contractual partner is only entitled to offset or withhold payment if its counterclaim is undisputed or has been legally established.

4. If primion is obligated to perform in advance, the performance can be refused - without default occurring - if circumstances become apparent after the contract has been concluded that allow the conclusion that the contract partner will not be able to fulfill its counter-performance, in particular its payment obligation. In this case, primion is entitled to set a reasonable deadline within which the contract partner must pay or provide security concurrently with the provision of the service. If the deadline expires without result, primion can withdraw from the contract and demand compensation for the damages incurred or the futile expenses.

§ 4 - Deliveries, deadlines, delivery reservation, handover protocol

1. Deliveries shall be made ex works, i.e. at the expense and risk of the contractual partner. This is both the place of performance for the delivery and the place for any subsequent performance. If agreed accordingly, primion will take out transport insurance at the contracting partner's expense.

2. The time of delivery and performance is determined by primion's order confirmation or, in the case of immediate conclusion of the contract (§ 2 Clause 1), by the respective contract form. If nothing to the contrary has been agreed, the dates given are approximate. The final deadlines will be announced by primion with a reasonable period of notice. primion is entitled to provide partial deliveries and services; this does not affect any claims by the contractual partner due to performance disruptions.

3. All performance obligations of primion are subject to timely and correct self-delivery. In the event that primion is not responsible for timely or correct self-delivery and in the event of other hindrances for which primion is not responsible, primion is entitled to postpone the delivery or performance - without being in default - for the duration of the hindrance caused thereby.

4. If agreed, primion will connect hardware ready for operation or install software in a functional manner. The operational readiness or functionality can be verified by the trouble-free running of test programs or a test run. The contractual partner must then confirm the operational readiness or functionality by signing a handover protocol.

5. Operating instructions can be handed over in digital form.

§ 5 - Retention of title

1. Title to the subject matter of the contract remains reserved until full payment of all existing and future claims of primion arising from the business relationship. The resale, pledging, transfer by way of security or other disposal of the subject matter of the contract by the contractual partner is not permitted as long as the retention of title exists.

2. The contractual partner shall be obliged to treat items subject to retention of title with care. This includes, in particular, insuring these items at its own expense against theft, damage and destruction, as well as performing any necessary service work on a regular basis. The contract partner hereby assigns to primion all claims arising from the insurance contract.

primion is entitled to demand that proof of the existence of the insurance cover be provided.

3. The contracting partner must inform primion immediately in writing of any damage, seizure, the filing of an application for insolvency proceedings or any other interference with the items owned by primion. In the event that an item owned by primion is seized, the contract partner must point out that it is the property of primion and must bear all costs of recovery, including legal costs, insofar as these cannot be recovered from the third party.

4. The contracting partner can demand a release of the securities insofar as the realisable value of the securities exceeds the outstanding claims by more than 20%; primion is entitled to select the securities to be released.

5. Any processing or transformation of the reserved goods by the purchaser shall always be carried out on our behalf. If the goods subject to retention of title are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the new item created by processing as to the goods subject to retention of title.

    If the goods subject to retention of title are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the Buyer's item is to be regarded as the main item, the Buyer and we hereby agree that the Buyer shall transfer co-ownership of this item to us on a pro rata basis. We accept this transfer. The Buyer shall keep the sole ownership or co-ownership of an item thus created for us.

§ 6 - Ancillary and cooperation obligations of the contracting party

1. Within its area of responsibility, the contract partner must ensure that primion is able to deliver the contractually owed service, in particular the hardware and software to be provided, to the designated rooms on the announced dates, and that it is able to connect them ready for operation or install them in a functional manner and provide services without hindrance. Primion must be given reasonable advance written notice of any recognisable obstacles to performance (company vacations, etc.).

2. In order to maintain claims for performance and defects, the contractual partner shall in particular be obliged to comply with the following conditions:

    a) Connection/installation requirements

        - Designation and provision of the personnel required to support the connection/installation work;

        - Enabling a test run or the running of the test programs under the usual operating conditions and granting the computing times required for this.

    b) Data maintenance

        - Regular data backup, especially before performing service work, to minimize the risk

of data loss.

c) General conditions for service

- Designation of a qualified contact person as well as a deputy;

- Immediate reporting and detailed description of occurring malfunctions on the basis of appropriate documents (error logs, etc.);

- In case of agreed remote diagnosis: set-up and maintenance of the required infrastructure (telephone connection, etc.) at your own expense.

§7 - Taking back and disposal of electrical equipment

primion fulfils its obligation as a manufacturer to take back old equipment and dispose of it properly in accordance with the regulations of the ElektroG. The repair and return guidelines of primion, which are available for download on the homepage of primion, apply to the bearing of costs for the return.

§ 8 - Default

1. In the event of default, the contracting partner may set primion a reasonable grace period with the declaration that it will withdraw from the contract in whole or in part after the expiration of this grace period or that it will demand damages for non-performance.

2. If the contractual partner demands compensation for damages due to non-performance, primion's payment obligation is limited to 8% of the value of the delayed performance according to the contract.

§ 9 - Defect Rights (esp. Purchase), Withdrawal

1. In order to preserve the rights to defects, primion must be notified in writing of obvious defects within 5 working days after delivery, transfer or acceptance, and of hidden defects occurring within the limitation period within 5 working days after discovery.

2. The limitation period for defects in newly manufactured items is 1 year from delivery or acceptance.

3. If a defect occurs within the limitation period, primion may, at its discretion, deliver a replacement or remedy the defect within a reasonable period of time. If the replacement delivery or rectification fails within a reasonable period of time or is unreasonable, the contractual partner is entitled to reduce the purchase price, to withdraw from the contract or to claim damages for non-performance, whereby primion's liability is limited to 1.5 times the purchase price of the defective item.

4. The rights for defects are excluded if a defect is based on the improper operation, the improper operation or handling of the hardware or software or a modification or reworking of the hardware or software provided that has not been approved by primion.

5. Service times are not considered downtimes, insofar as the service measure is not based on the defectiveness of the subject matter of the contract for which primion is responsible (e.g. faulty maintenance measures, installation of updates, etc.).

6. The contract partner's right to withdraw from the contract is excluded if primion is not responsible for the circumstance that entitles it to withdraw.

§ 10 - Joint liability of primion

1. In the event of simple negligence - irrespective of the legal grounds - the liability of primion, its organs, employees and vicarious agents for damages that are untypical of the contract or unforeseeable damages is excluded and otherwise limited for a damage event to the extent of damage that primion could typically expect to occur at the time of the conclusion of the contract based on the circumstances known to primion at that time. primion is not, however, liable for indirect damages, consequential damages and lost profits.

2. The liability for data loss is limited to the recovery effort that would have occurred in the event of regular and risk-compliant data backup.

3. Without prejudice to other liability provisions in these General Terms and Conditions, primion shall not, however, be liable in any case in excess of an amount of EUR 100,000 per claim.

4. Liability exceeding the maximum liability amounts contained in these General Terms and Conditions can only be assumed on the basis of a separate written agreement.

5. The above limitations of liability and the other limitations of liability contained in these General Terms and Conditions shall not apply in the event of intent or gross negligence or in the event of culpable injury to life, limb or health, for liability claims under the Product Liability Act or in the event of a contractually agreed, no-fault obligation to indemnify (guarantee).

§ 11 - Confidentiality, data protection

1. The contracting parties undertake to keep secret for an unlimited period of time all information and data to which they have access in the course of the business relationship and which are designated as confidential or are recognizable as confidential due to other circumstances, in particular as business or trade secrets, and - unless required to achieve the purpose of the contract - neither to record them nor to pass them on to third parties or to use them in any way. Employees as well as third parties engaged are to be obligated in this sense.

2. In order to protect personal data, primion will comply with the relevant provisions on data protection, and in particular oblige the persons it employs in the performance of the contract to maintain data secrecy within the meaning of Section 53 of the German Federal Data Protection Act (BDSG) in the event of data processing.

§ 12 - Place of jurisdiction, export control

1. The place of jurisdiction for all disputes arising from the business relationship is Stetten am

kalten Markt. The right of both parties to assert claims against the contractual partner at its general place of jurisdiction shall remain unaffected.

2. In the event that the subject matter of the contract is exported, the contractual partner is responsible for compliance with the relevant provisions, in particular the Foreign Trade Act and any applicable US export control regulations. All agreements between primion and a customer are governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods.

B. Additional special provisions for software transfer

§1 - Software transfer, rights of use, source codes

1. Within the scope of the following provisions, primion grants the contracting partner a non-exclusive and - subject to clause 4 - non-transferable, non-exclusive right to use the software provided. This right exists for a limited period of time if a term has been agreed upon or - if no term has been agreed upon - for an unlimited period of time and is subject to full payment for the software. The scope of the right of use for software from other manufacturers ("third-party software") shall be determined primarily in accordance with the terms of use of the respective manufacturer in the event of its inclusion.

2. The contractual partner shall be entitled to use the software on hardware available to it within the scope of the contractual and statutory provisions. Simultaneous use on more than one hardware or in a network (simultaneous multiple use) requires - insofar as the multiple use is outside the intended use - a separate agreement. In the event of a change of (operating) hardware, the software on the hardware previously used shall be deleted.

3. The transfer or disclosure of the source code of the software is not owed. There is no obligation on the part of primion to further develop the software provided. Without the consent of primion, the contract partner is not entitled to modify, edit or reproduce the software provided in any form, unless this is necessary within the scope of the intended use (§ 69d of the German Copyright Act - UrhG). Decompilation is only permitted in accordance with the provisions of § 69e UrhG.

4. The contractual partner shall not be entitled to transfer its right of use to third parties or to grant them corresponding rights of use (sublicenses). This does not affect the contracting partner's right to resell acquired software (purchase) with final abandonment of its own use, binding of the purchaser to the applicable terms of use and after deletion of necessary duplicates as defined in clause 3. In the event of a sale, primion must be notified immediately in writing of the name and address of the purchaser.

5. The foregoing provisions apply accordingly to user and operating documentation that is (co-)provided. primion is entitled to provide documentation in electronic form and in German or English.

6. In the event of a breach of contract, in particular of the above provisions or the applicable export control regulations, primion is entitled, among other things, to demand injunctive relief, and if necessary, the surrender or destruction of illegally produced duplicate items, as well

as compensation for damages. The right of primion to terminate the right of use with immediate effect or to withdraw from the contract remains unaffected.

§ 2 - Property rights

1. primion warrants that the transfer and use of the software in the Federal Republic of Germany does not infringe the rights of third parties. primion assumes no liability for infringements of proprietary rights in the case of third-party software.

2. If a third party asserts claims against the contract partner arising from or in connection with an alleged infringement of rights for which primion is responsible, primion must be informed of this immediately. The contracting partner undertakes not to acknowledge any infringement of rights against the third party and to leave any dispute with the third party, whether in or out of court, exclusively to primion or to conduct it in consultation with primion.

3. At the request of primion, the contract partner shall immediately cease to use the software. primion is entitled to provide the contract partner with different or modified software that essentially corresponds to the agreed performance characteristics. For the duration of any impairment of use that occurs as a result, the contracting partner is released from the payment of the rental fee or a corresponding reduction in the purchase price is made.

4. primion will also take all appropriate and necessary measures to defend the contract partner against the claims made. In the event of a proven or acknowledged infringement by primion, primion will indemnify the contracting partner against any necessary expenses, damages and other claims for payment by third parties up to a maximum amount of EUR 100,000.

5. The contracting partner shall support primion in defending the property rights to the software that exist in its favor. The contracting partner shall inform primion immediately of any infringements of property rights of which it becomes aware.

C. Additional special provisions for work services

§ 1 - Acceptance

1. The contractual partner shall be obliged to accept services in accordance with the contract. Acceptance may not be refused due to insignificant defects. Upon request, the contractual partner shall confirm the acceptance in writing.

2. Acceptance shall be deemed to have taken place in accordance with Section 640 (2) of the German Civil Code (BGB) if the contracting party does not object within 10 working days of notification of performance in accordance with the contract.

§ 2 - Defect rights

1. The limitation period for defects in services rendered shall be 1 year from the statutory commencement of the limitation period.

2. If a defect occurs within the limitation period, the contractual partner can demand that the defect be remedied within a reasonable period of time. If the rectification fails or is

unreasonable, the contractual partner is entitled to reduce the remuneration, to withdraw from the contract or to claim damages for non-performance, whereby primion's liability is limited to 1.5 times the agreed remuneration in the case of an individual order and to the respective annual service fee within the scope of ongoing service contracts.

D. Reference to further General Terms and Conditions of primion

1. For the agreements regarding maintenance and repair as well as troubleshooting of hardware and software, primion's General Terms and Conditions for Maintenance shall apply in addition.

2. For agreements regarding Cloud Services, the General Terms and Conditions for "primion Cloud Services" apply in addition.

3. primion's General Terms and Conditions of Purchase shall apply in addition to purchase orders or other purchasing agreements, including but not limited to purchase agreements, contracts for work and services with suppliers.

4. primion's General Terms and Conditions and the supplementary General Terms and Conditions of primion referred to in this section are available for download on primion's homepage.

E. Information pursuant to the Consumer Dispute Settlement Act

primion is not willing or obligated to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the Consumer Dispute Resolution Act.

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