

General Terms & Conditions for the Sale of Mobisol Hardware Products

1 General, Scope of Application

- 1.1 These General Terms and Conditions of Sale ("**T&C**") shall govern any quotation made by Mobisol GmbH, Skalitzer Strasse 85-85, 10997 Berlin, Germany ("**Seller**"), and all sales contracts entered into by the Seller with any buyer ("**Buyer**"). The T&C, in their respectively applicable version, shall apply as a framework contract also to future contracts regarding the sale and/or delivery of movable objects ("**Products**") with the same Buyer, without us having to refer to these again in each individual case; in such event, we will immediately inform the Buyer of any changes to our T&C.
- 1.2 The T&C shall only apply if the Buyer is an entrepreneur according to Section 14 German Civil Code ("**BGB**"), a legal person under public law or a special fund under public law.
- 1.3 These T&C shall apply exclusively. Any diverging, contrary or complementary general terms and conditions of the Buyer shall only become a part of the contract if and to the extent we have expressly consented to their validity. This consent requirement shall apply in any case, e.g. also where we make a delivery without reservation to the Buyer even though we are aware of the Buyer's general terms and conditions.
- 1.4 Any references to the applicability of statutory provisions are made for clarification purposes only. The statutory provisions thus also apply without such clarification insofar as they are not directly changed or expressly excluded in these T&C.

2 Conclusion of Contract

- 2.1 The Seller will provide a non-binding quotation to the Buyer. If the Buyer is in agreement with the terms of the non-binding quotation, the Seller will issue a quotation which is binding for a period of thirty (30) days from the date of issuance.
- 2.2 The Seller reserves the right to make any changes at any time, in particular in respect of the format, shape, colour, dimensions or materials, to the Products, the representations, descriptions and specifications of which are set forth in its catalogues and prospectuses.
- 2.3 A contract shall only be concluded upon two corresponding declarations of intent or implicitly through the delivery of the Products.

3 Intellectual Property and Confidentiality

- 3.1 Under no circumstances is the Seller bound to provide its manufacturing and Product-implementation plans, even if the Products are delivered with an installation diagram. The designs, documents and codes forwarded to the Buyer, if any, shall remain the Seller's sole property and are strictly confidential.
- 3.2 The technology and know-how, whether patented or not, that is incorporated into the Products and all the industrial and intellectual property rights related to the Products are, and shall remain, the exclusive property of the Seller, and any information pertaining thereto shall be considered by the Buyer as being strictly confidential, including the information set forth in the drawings and documents that may be provided to it.
- 3.3 Consequently, the Buyer undertakes not to communicate said information, whether willingly or not, to any third party and further undertakes to only use it for the Product's operating and maintenance requirements.
- 3.4 Any right to manufacture spare parts, or to have such manufactured, is hereby excluded.
- 3.5 However, regarding third parties' technology, such as software, embodied in the Products ("**Program**"), the Buyer is granted a non-exclusive and permanent right to use the Program for the sole purpose of using the Products for the use for which they are intended.
- 3.6 The Buyer undertakes to comply with the terms of the quotation and in particular with the instructions for use of the Program or Seller's technology contained in any furnished documentation as the case may be.
- 3.7 Consequently, the Buyer undertakes not to copy, reproduce, decompile, reverse engineer, disassemble or otherwise seek to reconstitute the source-code of the Program or of Seller's technology. The Buyer shall indemnify the Seller from each and all claims made by third parties, in particular for damages, arising out of a breach of the aforementioned obligations of the Buyer.

4 Prices – Terms of payment – Taxes

- 4.1 The prices are exclusive of taxes (in particular VAT), whether payable in Germany, or in the country of delivery of the Products. The conditions and terms of payment are specified in the quotation. Otherwise, the Products and/or services are fully payable upon delivery and/or acceptance, within 30 days of the invoice issue date.
- 4.2 In case of any delayed payment, the Seller shall have the right to claim from the Buyer payment of an interest calculated at a rate equal to the prime rate one month of the applicable currency of payment plus 8%, which prime rate shall be the last rate in effect as published by the Central Bank of the currency of payment on the due date.
- 4.3 Failure to pay an instalment on the due date shall automatically cause all amounts owed by the defaulting Buyer to become payable. Moreover, the Seller reserves the right to suspend its own obligations until full payment of the payable amounts has been conducted.
- 4.4 Should the delay in payment exceed 30 days, the Seller may, after a grace period of 8 days after a formal notice to the Buyer, cancel the contract, however without prejudice to statutory rights of the Seller.
- 4.5 The right of the Seller for further damages caused by the delay in payment remains unaffected.
- 4.6 The Buyer shall only have offsetting or retention rights insofar as its claim has been established with final legal effect or is uncontested. In case of a defective delivery, the Buyer's counterclaims in particular pursuant to clause 11.7 of these T&C shall remain unaffected.

5 Delivery – Shipping

- 5.1 Unless provided to the contrary, deliveries are deemed as having been effected once the Products are made available at the Seller's port of loading as indicated in the quotation (FOB, ICC Incoterm 2010).
- 5.2 If the Buyer does not take possession of the Products on the agreed delivery date, the Seller may, after unsuccessful expiration of a reasonable grace period set by the Seller, withdraw from the contract and without prejudice to any and all damages to which the Seller may be entitled. Should the Seller not exercise this right, the Buyer shall remunerate the Seller for expenses incurred for the Products' handling and warehousing until he takes possession thereof.
- 5.3 As from delivery, the Buyer assumes all the risks relating to the possession, custodianship and/or use of the Products as per the applicable Incoterm, and shall from said date be liable for any damages caused to and by the Products.
- 5.4 The Seller is entitled to make partial deliveries.

6 Delivery Periods and Default in Delivery

- 6.1 Delivery periods are provided as an indication unless the Seller expressly accepts firm deadlines.
- 6.2 The delivery periods start as from the last of the following dates: (i) the Seller's unreserved acceptance of the order; (ii) the Seller's receipt of specific information which the Buyer is responsible for providing and which are essential to execute the order; (iii) receipt of the down payment which the Buyer undertakes to pay in accordance with the terms of the sales contract.
- 6.3 The Seller is automatically discharged from any commitment relating to delivery periods in the event of force majeure or events occurring in the Seller's premises or in those of its suppliers which may disrupt the organisation or business activity of the company such as, for example, lock-outs, strikes, war, embargos, fire, flood, machinery accident, scraping parts in the process of being manufactured, interruption or delay in transportation or the procurement of raw materials, energy or components, or any other event outside the control of the Seller or its suppliers.
- 6.4 The occurrence of our default in delivery shall be subject to the statutory provisions. In any case, however, a reminder by the Buyer shall be required. If we are in default of delivery beyond a twenty one (21) days grace-period the Buyer is entitled to claim compensation for any resulting damage on a lump-sum. The lump-sum compensation shall be in the amount of 0.5% of the net price (delivery value) for each complete calendar week of delayed delivery, however no more than 5% of the delivery value of the delayed Products. We may provide proof that the Buyer has suffered no damage at all, or that the damage the Buyer suffered was significantly lower than the lump sum indicated above.
- 6.5 The rights of the Buyer as set forth in clause 12 of these T&C and our statutory rights (in particular impossibility or unreasonableness of performance and/or supplementary performance) shall remain unaffected.

7 Retention of Title

- 7.1 The Seller retains title to the sold Products until all of the Seller's present and future claims resulting from the contract and an on-going business relationship (secured claims) are paid in total. In case of running accounts, the reservation of title serves to secure the Seller's outstanding balance claim.
- 7.2 The Buyer is not entitled to pledge, to transfer by way of security or to otherwise dispose of the delivery items subject to retention of title ("**Retained Products**") in a way which jeopardises the Seller's ownership. The Buyer must immediately inform the Seller in case of distraint, seizure or any other rights of disposal or access by third parties. If a reasonable interest can be proven the Buyer shall immediately provide all information and/or documents to the Seller that are necessary and reasonable for the enforcement of rights he has against customers.

- 7.3 In case of a breach of contract by the Buyer, in particular in case of failure to pay the due price, the Seller is entitled to withdraw from the contract pursuant to the statutory provisions and/or to demand surrender of the Retained Products based upon the retention of title. The demand for surrender does not at the same time include a declaration of a withdrawal; in fact, the Seller is entitled to only demand surrender of the Retained Products and to reserve the right to withdraw from the contract. If the Buyer fails to pay the due price, the Seller only is entitled to assert these rights if the Seller has previously set the Buyer an appropriate payment deadline which has expired fruitlessly or if it is unnecessary pursuant to the statutory provisions to set such a deadline.
- 7.4 The Buyer is entitled to resell and/or to process the Retained Products in the ordinary course of business. In this case, the following provisions shall apply additionally:
- The retention of title extends to the full value of the Products created by way of processing, mixing or combining the Seller's Products, in which case the Seller shall be considered the manufacturer. If in case of processing, mixing or combination with Products of third parties their property rights remain in place, the Seller shall obtain joint ownership in the proportion of the invoices values of the processed, mixed or combined Products. In all other respects, the resulting Product shall be subject to the same provisions that are applicable to the Products delivered subject to retention of title.
 - The Buyer assigns to the Seller the claims against third parties resulting from the resale of the Retained Products already now completely and/or in the amount of the Seller's potential joint ownership share pursuant to preceding subparagraph as a security. The Seller accepts such assignment. The duties of the Buyer listed in clause 7.2 shall also apply with respect to the assigned claims.
 - The Buyer shall remain authorised to collect the claim in addition to the Seller. The Seller undertakes not to collect the claim as long as the Buyer meets its payment obligations vis-à-vis the Seller, is not in default of payment, has not filed for an application for the opening of insolvency proceedings and there is no other deficiency in his ability to perform. However, if this is the case, the Seller is entitled to request that the Buyer advises the Seller of the assigned claims and the respective debtors, provides all of the information required for the collection, hands over the corresponding documents and informs the debtors (third parties) of the assignment.
 - Where the Buyer combines Retained Products with real estate or movable goods, he shall, without any further declaration being necessary to this effect also assign to the Seller as security his claim to consideration for the combination, including all collateral rights for the pro-rata amount of the value the combined Retained Products have on the other combined items at the time of the combination.
- 7.5 If the realisable value of the securities exceeds the Seller's claims by more than 10%, the Seller will release securities of the Seller's choice at the Buyer's request.
- 7.6 The Buyer must treat the Retained Products with care for the duration of the retention of title.
- 7.7 If delivery is made to other legal jurisdictions where the preceding provision for the retention of title does not have the same security effect as in Germany, the Buyer will do anything possible to provide the Seller with equivalent security rights without undue delay. The Buyer will cooperate in all measures such as registration, publication etc. which are necessary and expedient for the effectiveness and enforceability of such security rights.
- 7.8 The Buyer is obliged at the Seller's request to appropriately insure the Retained Products, to provide the Seller with the respective proof of insurance and to assign the claims resulting from the insurance contract to the Seller.

8 Packaging

- 8.1 The prices set forth in the quotation are understood as being for Seller's standard packaging. Any request from the Buyer for packing modification other than that which the Seller usually uses shall be charged to the Buyer. Under no circumstances shall the Seller take-back packaging.

9 Carriage – Customs

- 9.1 Unless provided for to the contrary in the quotation, the Products are sold FOB (refer to clause 5.1). Consequently, the Buyer is responsible for carriage, insurance and/or customs' clearance, if any.

10 Waste Management

- 10.1 The party possessing the waste is responsible for removing and disposing it or for having it removed and disposed.

11 Warranty

- 11.1 The Seller undertakes to remedy any defect of the Products which originates from a defect in design, materials or workmanship during the term of the warranty, which are defined in the „Mobisol Hardware Warranty Policy“. The Seller's obligation shall not apply if:

- the Products have not been maintained according to Seller's instructions, or absent said instructions, according to the most common practice in the relevant field, or
- defect results from improper storage conditions, or
- defect results from non-compliance with Seller's instructions for installation or energization.

- 11.2 All warranties are also excluded for consumables and replacement or repair work which may result from normal wear-and-tear of the Products, damage or accidents owing to insufficient monitoring of the Products or use thereof which is non-compliant with their purpose and/or the Seller's instructions. The warranty may not apply if changes or additions are made to the Products by the Buyer without the Seller's express agreement.
- 11.3 The Seller does not provide any guarantee as to the Products' capacity to achieve the targets which the Buyer sets for itself, from the moment that such targets have not been expressly accepted by the Seller.
- 11.4 Under this warranty, the Seller remedies the noted defects, at its expense, as soon as reasonably possible and using the means which it deems fit. Replaced parts once again become the Seller's property and shall be returned to it at its first request.
- 11.5 The Buyer's claims for defects shall be subject to the Buyer's compliance with its statutory duties to inspect and to report defects (Sections 377, 381 German Commercial Code "**HGB**"). If a defect becomes apparent during examination or afterwards, the Seller must be notified accordingly in writing without undue delay. The notification shall be deemed without undue delay if made within two weeks; the timely dispatch of the notification shall be sufficient to observe the notification period. Irrespective of this duty to examine and to report defects, the Buyer must report any obvious defects (including wrong and short deliveries) in writing within two weeks from delivery; again, the timely dispatch of the notification shall be sufficient to observe the notification period. Should the Buyer fail to duly examine the delivery and/or to duly report defects, the Seller's liability for the defect which was not reported shall be excluded.
- 11.6 Upon Seller's choice, the warranty is exercised either by providing the Buyer with a replacement Product free-of-charge, or by the Product in question being repaired. The Seller's right to refuse subsequent performance pursuant to the statutory provisions shall remain unaffected.
- 11.7 The Seller is entitled to make the owed subsequent performance subject to payment of the due price by the Buyer. The Buyer is, however, entitled to retain part of the purchase price in an amount reasonably proportionate to the defect.
- 11.8 The Buyer must grant the Seller the time and opportunity required for the owed subsequent performance, in particular to provide the Seller with the Products subject to complaint for inspection. In case of a replacement delivery, the Buyer shall return the defective Product to the Seller pursuant to the statutory provisions. The subsequent performance includes neither the disassembly nor the reassembly of the defective item if the Seller was not initially obliged to carry out the assembly.
- 11.9 The expenses required for the purposes of inspection and subsequent performance, in particular costs of transport, travel, work and material (not: cost of assembly and disassembly) will be borne by Seller if a defect actually exists. However, should a demand by the Buyer to remedy a defect prove unwarranted, the Seller is entitled to claim compensation for the expenses incurred in this context from the Buyer.
- 11.10 If subsequent performance has failed or if a period to be set by the Buyer for the subsequent performance has expired fruitlessly or was not required pursuant to statutory provisions, the Buyer may withdraw from the contract or reduce the price. However, there shall be no right to withdraw in case of an insignificant defect.
- 11.11 Claims of the Buyer for damages and/or reimbursement of futile expenses shall only exist pursuant to clause 12 and shall be excluded in all other cases.
- 11.12 Any subsequent performance, replacement, repair, modification or self-remedy on and to the Product or on parts of the Product during the course of the warranty period shall not have the effect of a restart or extension of the warranty period.

12 Liability

- 12.1 Unless stipulated otherwise in these T&C including the following provisions, the Seller shall be liable for breaches of contractual and non-contractual duties pursuant to the applicable statutory provisions.
- 12.2 The Seller can be held liable for damages – irrespective of their legal grounds – in cases of intent and gross negligence. In cases of slight negligence, the Seller shall only be liable:
- for damages resulting from injuries to life, body or health,
 - for damages resulting from an infringement of an essential contractual obligation (an obligation which must be fulfilled to enable a due performance of the contract and on whose fulfilment the contractual partner generally relies and may rely); however, in this case the Seller's liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 12.3 The limitations of liability pursuant to clause 12.2 shall not apply where the Seller fraudulently concealed a defect or guaranteed the quality of the Products. The same applies to claims of the Buyer pursuant to the German Product Liability Act ("**ProdHaftG**").
- 12.4 The Buyer is only entitled to a withdrawal or termination based on a breach of a duty which is not based on a defect if the Seller is responsible for the breach of duty. A right of the Buyer to terminate the contract for convenience (in particular pursuant to Sections 651, 649 BGB) shall be excluded. In all other respects, the statutory requirements and legal consequences shall apply.
- 12.5 An exclusion or restriction of Seller's liability also applies with respect to Seller's statutory representatives and vicarious agents.

13 Export control

- 13.1 The Buyer acknowledges and agrees that if the Buyer transfers the Products to a third party, the Buyer (including its officers, employees, agents and authorised representatives) shall be responsible for compliance with all applicable national and international export and re-export control laws and regulations and the Buyer shall obtain any licence required to export, re-export or import the Products.
- 13.2 If requested, the Buyer shall promptly provide the Seller with all information pertaining to the end customer, the particular destination and the intended use of the Products provided by the Seller.

14 Bribes and Inducements

- 14.1 The Seller confirms that neither he nor any of its officers, employees, agents or authorised representatives has offered or given, or will offer or give any bribe or inducement to any of the Buyer's officers, employees, agents or representatives or to any third parties.
- 14.2 The Buyer warrants that his officers, employees, agents, authorised representatives and any other persons who perform services for or on its behalf has not offered or given, or will not offer or give any bribe or inducement to any of the Seller's officers, employees, agents or representatives or to any third parties and will not commit any act or omission which has caused or could cause the Buyer or the Seller to breach or commit an offence under any anti-bribery or anti-corruption laws.

15 Data protection

- 15.1 The Buyer agrees that its personal data related to the contract is collected, processed, stored and used by Seller for the purpose of substantiation, implementation and handling of the contract (including related services with regard to the purchased Products).
- 15.2 Personal data is treated in accordance with the European General Data Protection Regulation. For further information and access to personal data, including the right to request information about the collected and stored personal data, to rectification, erasure and data portability please go the website of Seller at: <https://plugintheworld.com/impressum/>.

16 Limitation of Claims

- 16.1 The limitation periods under purchase law also apply to contractual and non-contractual claims of the Buyer for damages which are based on a defect of the Product, unless the application of the regular statutory limitation rules (Secs. 195, 199 BGB) would lead to a shorter limitation period in the individual case. The limitation periods of the German Product Liability Act shall remain unaffected in any event. In all other respects, exclusively the statutory limitation periods shall apply to claims for damages of the Buyer pursuant to clause 12.

17 Applicable law – Place of jurisdiction

- 17.1 The contract which is the subject of these T&Cs is governed by German law, to the exclusion of its conflict in laws provision and of the 1980 Vienna Convention on the International Sale of Products ("CISG").
- 17.2 Any dispute relating to any quotation issued or any sales contract entered into, by the Seller, which is unable to be settled out-of-court, shall be the sole jurisdiction at the Seller's place of business.