

General Terms & Conditions of MEHRKANAL GmbH

1. Offers and Contract Formation

- 1.1 The following General Terms & Conditions apply exclusively to all offers and orders. MEHRKANAL does not recognize any conflicting or deviating sales conditions unless MEHRKANAL has provided their express written consent.
- 1.2 All offers of MEHRKANAL are non-binding. Any orders which are issued shall only become binding via the prior written confirmation of MEHRKANAL.
- 1.3 MEHRKANAL reserves all rights in regard to any price quotations, drawings or other documents. Such items may not be made available to any third party.
- 1.4 Price offers shall be made in EURO currency. They shall only become binding given the written confirmation of MEHRKANAL.

2. Scope of Delivery Obligations

- 2.1 In regard to the scope of any delivery, the respective order confirmation of MEHRKANAL is exclusively determinative.
- 2.2 Any drawings, images or other documents belonging to offers are not binding except and only to the extent they have not been expressly defined as such in writing in a respective order confirmation of MEHRKANAL.

3. Prices and Payments

- 3.1 Prices are effective ex works of MEHRKANAL, excluding packaging, which shall be invoiced separately.
- 3.2 Applicable VAT is not included in MEHRKANAL's prices; instead, the legally required amount of VAT on the invoice date shall be accounted for separately in the given invoice.
- 3.3 To the extent that nothing to the contrary has been agreed separately in writing, MEHRKANAL's invoices are due and payable within 8 days; discounts or deductions must be agreed separately in written form.
- 3.4 Should MEHRKANAL render any partial performance or partial delivery, MEHRKANAL may issue partial delivery invoices, which are also due and payable within 8 days and without any discounts or deductions.
- 3.5 Pre-payments may be requested in regard to new business relationships and large volume orders.
- 3.6 Should the customer fail to promptly meet their payment obligations MEHRKANAL is entitled to charge default interest in an amount of 5% above the official per annum prime lending rate. Should MEHRKANAL be able to prove greater damages as a result of such delay, MEHRKANAL is entitled to claim such amounts. The customer, however, is entitled to prove to MEHRKANAL that they suffered no damages or, as the case may be, materially lesser damages as a result of the delay in payment.
- 3.7 The customer is not entitled to any right of retention, regardless of the legal basis of their claim. The customer is not entitled to any set-off of claims unless and to the extent these are undisputed or have been finally legally determined.

4. Retention of Title

- 4.1 The subject goods shall remain the exclusive property of MEHRKANAL until full payment has been rendered. MEHRKANAL retains title to all delivery items until all claims related to the business relationship with the customer have been fully satisfied. In the case of open current accounts, the entire collateral amount shall be used to secure any current account balance claims.
- 4.2 Should the value of all collateral secured by MEHRKANAL exceed their claims against the customer by more than 20% of property subject to retention of title, then at the written request of the customer or that of one of the customer's creditors

MEHRKANAL is obligated to release certain collateral items selected in their discretion.

- 4.3 The customer may not pledge or assign any delivery items as security. In the event of any pledge, confiscation or other third party attachment, the customer must immediately inform MEHRKANAL thereof in writing and take all necessary steps to assist MEHRKANAL in the enforcement of their claims.

5. Transfer

- 5.1 All deliveries shall occur ex works of MEHRKANAL or of any authorized third party supplier.
- 5.2 With the transfer of the delivery items to a carrier, forwarder, freight carrier or other deliverer or in the event of transport using MEHRKANAL's own means of conveyance, at the latest however in the moment of departure from MEHRKANAL's facilities or those of an authorized third party company, all risk transfers to the customer. Transport insurance shall only be acquired at the express instruction of the customer and at their sole expense.
- 5.3 Should any delay occur as a result of any condition for which MEHRKANAL is not directly responsible, all risk passes to the customer on such date when MEHRKANAL has indicated readiness for shipment.
- 5.4 Partial deliveries are allowed.

6. Delivery Periods

- 6.1 Delivery periods count only as approximations to the extent that they have not been previously agreed in writing between the parties.
- 6.2 Delivery periods are considered met when the subject delivery has left the premises of MEHRKANAL or, as the case may be, of an authorized third party or readiness for shipment has been indicated to the customer.
- 6.3 In the event of any labor disputes or unforeseen circumstances which are not within the control of MEHRKANAL, or in regard to circumstances caused by third parties, delivery periods are extended commensurately. The same applies even in cases where circumstances causing delays already exist.
- 6.4 Should the customer incur any damages as a result of a delay caused by MEHRKANAL, especially in regard to fixed delivery times agreed with MEHRKANAL in writing, the customer is entitled to claim damages while maintaining all of their claims to withdraw from the contractual relationship (to the extent that the given subject conditions have been met). Such damages shall amount to 0.5 of 100 for each full week of delay, but shall however not exceed a maximum of 5 of 100 of the value of the partial or full delivery amount, which result from deliveries which were not made on time. In the event of regular negligence, all other claims for damages are excluded.
- 6.5 The customer may withdraw from the contract if performance of the entire service by MEHRKANAL becomes impossible before the transfer of risk. The same applies to MEHRKANAL's inability. The customer may also withdraw from the contract if according to MEHRKANAL the performance of a portion of a delivery is impossible and there is a legitimate interest in the rejection of a partial delivery. If this is not the case, the customer may reduce their consideration accordingly.
- 6.6 To the extent that any delivery of MEHRKANAL is in arrears or delayed, the customer has the right to request tender of performance from MEHRKANAL within a reasonable deadline of at least two weeks and to expressly inform MEHRKANAL in conjunction therewith that they shall reject any delivery made after the expiration of the given deadline. Should MEHRKANAL then fail to perform before expiration of the given deadline, the customer may withdraw from the contractual relationship.

7. Intellectual Property and Usage Rights

- 7.1 To the extent that any intellectual property rights apply to any services of MEHRKANAL then in each instance MEHRKANAL shall only assign the subject intellectual property rights exclusively for the agreed contractual purposes, including

especially the defined scope of usage rights in regard to the specific place, time and content of the permitted use.

- 7.2 Any usage of contractual services beyond the scope of expressly agreed services in the given contract creates an obligation for separate consideration, which absent any express agreed terms shall be remunerated in a reasonable amount according to generally recognized principles.
- 7.3 To the extent that the customer uses any designs of MEHRKANAL in the form of films, pictures, graphics, music, sound, productions, dummies or programmed software beyond the scope of the respective agreed purposes, such usage creates also creates a claim for additional consideration in a reasonable amount.
- 7.4 In cases of software versions protected by source code, the respective source code shall – in exchange for a commensurate fee – be provided.
- 7.5 Usage rights to designs which were rejected by the customer or which were not fully compensated at the time of the conclusion of the respective contract may be otherwise used or distributed by MEHRKANAL in their sole discretion except where expressly prohibited by separate written agreement.

8. Guarantees

- 8.1 The customer shall examine and review all designs and productions immediately upon receipt. Should the customer fail to reject in writing any designs, productions or other services or partial services of MEHRKANAL within one (1) week of receipt, such items shall be considered as accepted as per the respective contract.
- 8.2 Apparent defects in delivery and/or in the services of MEHRKANAL must be notified in writing to MEHRKANAL within a deadline period of 14 days. The same applies to any defects which only become apparent later. The determination of any such defects must be immediately notified to MEHRKANAL in writing.
- 8.3 In the case of hidden defects or apparent defects which were duly and timely notified, the customer's guarantee is limited to claims for subsequent repair. Should MEHRKANAL be unwilling or unable to complete the given repairs within a reasonable timeframe, or should such repairs otherwise prove unsuccessful, the customer may either rescind the given contract or demand an accordant reduction of the respective purchase price.
- 8.4 Any further claims of the customer- regardless of legal basis – are expressly excluded. MEHRKANAL shall not be liable for any damages which occurred to items other than the specific contractual subject matter; in particular, MEHRKANAL shall not be liable for any lost profits or any financial losses of the customer.
- 8.5 The foregoing exclusion and limitation of liability shall not apply, however, to any damage caused by willful misconduct or gross negligence. Moreover, it shall not apply in instances where the customer claims damages in regard to the failure to provide agreed attributes according to §§ 463, 480 Para. 2 BGB (German Civil Code).
- 8.6 Any further liability for damage claims – regardless of the legal basis of any such claim – is expressly excluded.
- 8.7 To the extent that MEHRKANAL negligently fails to perform any fundamental or material contractual obligation, their liability is limited to the respective foreseeable amount of damages typical to contracts of the kind.
- 8.8 To the extent that liability is excluded or limited hereunder, the same exclusions and limitations of liability apply to the personal liability of any employees, staff, personnel, representatives or agents of MEHRKANAL.
- 8.9 MEHRKANAL shall under no circumstances be liable for the legal nature of and the free usage of all statements made by and all items provided by the customer, in particular and without limitation in regard to any films, pictures, graphics, music, sound, trademarks, company names and product names. To the extent any third party liability of MEHRKANAL is claimed in conjunction herewith, the customer shall indemnify and hold harmless MEHRKANAL for all ensuing expenses including without limitation the costs of reasonable attorney's fees.

9. Prohibition of Competition

Should the customer demand a prohibition or exclusion of competition, MEHRKANAL shall not be bound to such agreement unless otherwise expressly agreed in writing.

10. Venue / Place of Performance

To the extent that the customer is a merchant, the venue and place of performance for all claims and legal disputes emanating from the contractual relationship, including without limitation any regulatory claims, registration and/or certification procedures ("Wechsel- und Urkundenprozesse"), is the registered principle place of business of MEHRKANAL, i.e. Essen, Germany. MEHRKANAL is, however, entitled to take legal action against the customer in the customer's home jurisdiction.

11. Severability

Should any individual conditions of these General Terms and conditions be or become invalid, such invalidity shall not affect any orders or the remainder of these General Terms and Conditions.