

Terms of delivery

GSS GmbH General Delivery Terms and Conditions of Contract

- valid as of 1 October 2017 -

1. Scope, Conclusion of Contracts

1.1. Except where otherwise agreed in writing, the following General Terms and Conditions of Global Systems Solutions GmbH (hereinafter referred to as “**GSS GmbH**”) are to be regarded as the contract content.

1.2. These General Terms and Conditions shall govern all future business relations, even if not expressly agreed upon again.

1.3. General Terms and Conditions of GSS GmbH’s customer (hereinafter referred to as “**Contract Partner**”) are not to be regarded as content of this contract, even if not expressly objected to by GSS GmbH. Insofar as the General Terms and Conditions of the Contract Partner fail to coincide with the following General Terms and Conditions, the Contract Partner must notify GSS GmbH in good time before the conclusion of the contract expressly and in writing that the General Terms and Conditions of GSS GmbH are not acceptable. Should it fail to do so, the Contract Partner waives its right to assert its contradicting Terms and Conditions.

1.4. All offers and services by GSS GmbH are addressed only to merchants acting within their business in accordance with the German Commercial Code (*Handelsgesetzbuch*, “*HGB*”), to corporate bodies organized under public law (*juristische Personen des öffentlichen Rechts*) or special assets under public law (*öffentlich-rechtliche Sondervermögen*).

1.5. All offers submitted by GSS GmbH are non-binding unless the offer includes an express statement to the contrary.

1.6. The contract comes into effect only if GSS GmbH confirms the order in writing to the Contract Partner; this may also be issued electronically (fax, email). Contract conclusions become binding upon the Contract Partner’s unconditional acceptance of GSS GmbH’s offer within the deadline stated in the offer and furthermore, only if GSS GmbH confirms the order. In the event that the Contract Partner orders products from GSS GmbH without receiving a prior offer, the Contract Partner thus declares its legally binding intent to purchase the ordered products. GSS GmbH is entitled to accept the contractual offer underlying the order within two (2) weeks after receipt by GSS GmbH. The acceptance may be declared in writing (fax, email) or by means of delivering the products to the Contract Partner.

1.7. As far as the delivery items include software developed by GSS GmbH, the terms and conditions of a separately concluded written agreement – as the case may be – also apply.

1.8. The specifications and the quality of the delivery items are based on the description in the order confirmation from GSS GmbH and – if the confirmation of the order does not exist

– on the offer from GSS GmbH. With regard to the quality of the software developed by GSS GmbH, the description in the product documentation and/or the description in any separately concluded written agreement are applicable. GSS GmbH is not obliged to deliver any further quality. The descriptions of the delivery items as well as the descriptions of the software do not comprise warranties, nor do they guarantee characteristics; they are also not required to correspond with the latest state of technology. Other information and images included in offers, brochures, ads, catalogs or other informational materials from GSS GmbH present only approximate values and are also not required to correspond with the latest state of technology; thus, they do not establish an agreement on quality or a warranty, and are not relevant for the contractual condition of the Products

2. Services by GSS GmbH, Delivery, Passing of Risk

2.1. All services provided by GSS GmbH shall occur solely in accordance with the contents of the acceptance of order by GSS GmbH respectively the offer made by GSS GmbH as well as the provisions of these General Terms and Conditions. Where contradictions arise between these contractual basic principles, the contents of the acceptance of order by GSS GmbH respectively the offer made by GSS GmbH shall be given priority and thereafter, the provisions of these General Terms and Conditions shall apply.

2.2. GSS GmbH is entitled to modify delivery items and services to the extent which is reasonable, particularly where the range of application and the promised functionality are not adversely affected.

2.3. GSS GmbH has the right to employ suitable third parties (subcontractors) in the total or partial fulfillment of its obligations in accordance with this contract.

2.4. GSS GmbH is entitled to partial performance unless the partial performance is so marginal in scope in relation to the contractually agreed upon services that – based on reasons that are to be factually and objectively assessed – the Contract Partner has no interest in such. In the case of partial performance, remuneration as agreed upon in this contract shall be proportionately reduced (if necessary, also taking into consideration any damages to the Contract Partner caused by default (*Verzug*) in connection with the liability provisions of these General Terms and Conditions). Short-term limitations according to the above section are not considered to be partial performance justifying reduction of payment or default.

2.5. All delivery and service dates apply subject to correct and timely delivery by suppliers.

2.6. Unless otherwise expressly agreed, any delivery deadlines and dates included in the offer or in the order confirmation are approximations and thus non-binding estimations made by GSS GmbH; in particular, they are not fixed deadlines. As far as contractual services and delivery by GSS GmbH require the Contract Partner's participation or preparation, the delivery deadline begins upon conclusion of these activities. Furthermore, the delivery deadline begins upon dispatch of the order confirmation by GSS GmbH.

2.7. Unless otherwise expressly agreed, delivery and transport is ex works pursuant to Incoterms 2010 at the Contract Partner's expense.

2.8. Should the delivery be delayed for reasons not attributable to GSS GmbH, the risk is transferred to the Contract Partner upon notification of readiness for shipment or delivery.

2.9. Insurance policies for all types of damages are taken out at the express request and expense of the Contract Partner. In order to maintain transportation insurance protection, the Contract Partner is obliged to inspect the delivery items for damages incurred during transportation immediately after receipt. Obvious damages to the delivery items or the packaging are to be confirmed on the consignment note by the freight carrier or its assistants in performance. The transportation carrier and GSS GmbH are to be notified of concealed damages within seven (7) days.

2.10. The Contract Partner carries the risk of accidental loss. The Contract Partner is obliged to handle the delivery items from GSS GmbH's with care and to take out insurance of sufficient amount. The claims against the insurance company are considered transferred until all claims of GSS GmbH have been paid in full.

2.11. In instances of force majeure or unforeseeable events beyond the intent and control of the parties (including but not limited to disruptions in business operations and/or traffic, problems with energy supplies or with the performance of subcontractors, defective equipment, accidents, strikes, lock-outs, fire, or confiscation) any agreed delivery or performance period shall be extended corresponding to the necessary and appropriate period of time required to eliminate the obstacles. Such events only justify termination of the respective contract if a further delay becomes unreasonable for the terminating party; a further delay is generally defined as unreasonable after 6 weeks of the start of the disruption in any case. The Contract Partner is not entitled to further claims, in particular to compensation for damages.

2.12. GSS GmbH accepts returned packaging in accordance with the applicable obligations stipulated in the German Packaging Ordinance (*Verpackungsverordnung*). Unless notified of another acceptance/collection site, the Contract Partner may return packaging to GSS GmbH's premises during regular business hours after issuing timely prior notification. Unless the Contract Partner is notified of another acceptance/collection site, packaging may also be returned to GSS GmbH at the time of delivery. Packaging is only taken back immediately after delivery of the delivery items; with regard to subsequent deliveries, only after timely prior notification and provision. The Contract Partner bears the transportation costs for the used packaging. If the stated acceptance/collection site is located further away than GSS GmbH's premises, the Contract Partner bears only the transportation costs which would have been incurred for the distance to GSS GmbH's premises. The returned packaging must be clean, free of foreign substances and sorted according to packaging types. GSS GmbH is otherwise entitled to charge the Contract Partner for the additional costs incurred during disposal.

3. Special Provisions for Third-Party Software

3.1. Should the Contract Partner obtain another manufacturer's software ("Third-party Software") via GSS GmbH, the Contract Partner is obliged to comply with the license provisions and provisions governing rights of use of the third party when using such software. Such provisions will be provided to the Contract Partner by GSS GmbH on request. With the order of Third-party Software, the Contract Partner confirms acceptance of the scope of services and the license provisions of the Third-party Software.

3.2. The delivery of Third-party Software is conducted according to the third party's license provisions and provisions governing rights of use. Until each due fee is paid in full, the Contract Partner is entitled to use the Third-party Software solely on a revocable basis; the Contract Partner receives the right of use to copyrighted services of such third party,

particularly with regard to Third-party Software, only upon full payment of the agreed fee. If the provision of the Third-party Software is based on a continuing obligation, in deviation from the provisions set out in the above sentence the Contract Partner is only granted a revocable right to use Third-party Software for the period between the due date and full payment of the usage fee. If the Contract Partner is in default with regard to the payment of fees, GSS GmbH is entitled to revoke the right of use to Third-party Software for the duration of the default. Further rights of GSS GmbH based on payment default by the Contract Partner remain unaffected

3.3. In the case of a defect in product performance or in title regarding Third-party Software or other damages caused by Third-party Software, the parties agree to the following: (i) GSS GmbH transfers to the Contract Partner all rights held by GSS GmbH against the third party in such case. The Contract Partner hereby accepts such transfer. (ii) In such case, the Contract Partner will first assert all claims against the third party to the full extent and enforce all assigned rights against the third party (also in court proceedings). (iii) Only thereafter and as far as the assertion of claims against the third party is unsuccessful (e.g. due to insolvency or an inability to locate), the Contract Partner is entitled to assert claims against GSS GmbH according to the provisions of these general terms and conditions regarding warranty (liability for defects) and liability.

3.4. If the Contract Partner obtains software which is qualified as public domain, freeware or as shareware and which was not developed by GSS GmbH, GSS GmbH assumes no warranty or liability, unless GSS GmbH fraudulently conceals the existence of a defect. The Contract Partner has to observe the respective right holder's license provisions and provisions governing the right of use to such software.

3.5. The Contract Partner indemnifies and holds harmless GSS GmbH from and against claims based on infringements of its aforesaid obligations regarding Third-party Software to the full extent as well as claims arising therefrom by third parties.

4. Special Provisions regarding Software developed by GSS GmbH

4.1. With regard to software developed by GSS GmbH ("GSS software", further standard software, software created or adjusted specifically for the Contract Partner, which is recorded on the machine-decodable data carriers such as data files, databases and database material, updates, upgrades, releases, etc., including corresponding documentation, information and materials), the scope of services is defined in the product documentation as well as separately in the contract by means of a service description, if applicable.

4.2. In deviation from the agreed Software version defined at the conclusion of the contract, the newest version of GSS software as of the delivery date may be delivered, provided that the field of application and the confirmed functionality of the software is not restricted.

4.3. GSS software is provided to the Contract Partner as an executable object program on machine-decodable data carriers. The Software's product documentation is supplied to the Contract Partner either in print or also on a machine-decodable data carriers.

4.4. The Contract Partner informs itself about the significant functional features of GSS software and is responsible for ensuring that GSS software corresponds with its ideas, wishes and requirements. In case of doubt, the Contract Partner is to consult GSS GmbH's employees or expert third parties before conclusion of the contract. Upon request, GSS GmbH provides

the Contract Partner with information about the technical fields of application and operating conditions of GSS software.

4.5. Unless otherwise expressly agreed in writing, the following shall apply: the Contract Partner is granted a simple non-exclusive right to use GSS software with the agreed performance characteristics in unmodified form and on the agreed devices. The Customer is not issued the source code of the software. The Contract Partner may not interfere, reverse engineer or translate GSS software, neither may he disassemble parts of it unless such rights follow from applicable and non-waivable statutory law. Further, the Contract Partner may not remove alphanumeric identifications, trademarks and copyright notices from the software or the data carrier and shall, as far as he is entitled to reproduction, reproduce such alphanumeric identifications, trademarks and copyright notices, too. Details can be derived from a separate written agreement.

5. Assignment of GSS GmbH's Employees and Third Parties on the Contract Partner's Premises, Assembly and Erection

Unless otherwise agreed in writing, the following provisions shall apply:

5.1. With regard to GSS GmbH's employees as well as employees of subcontractors (hereinafter referred to jointly as "Employees"), GSS GmbH undertakes before performance of services at the Contract Partner's premises to impose the obligation to adhere to the applicable regulations for the prevention of accidents and safety instructions, which will be provided by the Contract Partner in writing before assignment. Likewise, the employees have to follow the instructions of the Contract Partner's authorized personnel which are issued on company property in connection with the safety and security provisions.

5.2. GSS GmbH retains the unrestricted right (with regard to the relationship with the Contract Partner) to instruct and manage all Employees assigned by GSS GmbH to work at the Contract Partner's premises. GSS GmbH particularly has the right to make decisions regarding the selection and number of assigned employees, grant vacation and leisure time and determine working hours and overtime. The same applies for the conduction of work inspections and monitoring of the proper performance of operations.

5.3. Earth and construction work and other ancillary work shall be carried out by the Contract Partner at its own expense; this includes costs for possibly necessary skilled and unskilled labor as well as construction materials and tools.

5.4. The equipment and materials that are necessary for assembly and commissioning (these may include scaffolds, lifting equipment and other devices as well as fuels and lubricants) are to be provided by the Contract Partner at its own expense.

5.5. The costs for energy and water used at the point of use shall, just as well, be borne by the Contract Partner. The same shall apply to connections, heating and lighting.

5.6. The Contract Partner shall provide, on his own expenses, suitable dry rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. These rooms shall be lockable. Furthermore, the Contract Partner shall provide on his own expenses adequate working and recreation rooms for the erection personnel, which shall include sanitary facilities as are appropriate under the specific circumstances and shall be lockable, too; in order to protect the possessions of GSS GmbH and of the erection personnel,

the Contract Partner shall take all measures on site that it would take for the protection of its own possessions.

5.7. The Contract Partner shall provide, on his own expenses, protective clothing and protective devices needed due to particular conditions prevailing on the specific site.

5.8. Information required concerning the location of concealed electric power, gas and water lines or of similar installations, the Contract Partner shall unsolicitedly provide before the erection work starts. The same applies to necessary structural data.

5.9. Prior to assembly or erection, the materials and equipment necessary for the work to start must be available on the site of assembly or erection. All preparatory work must have advanced to such a degree that assembly or erection can be started as agreed and carried out without interruption. The Contract Partner must assure that access roads and the site of assembly or erection itself must be level and clear. Should assembly, erection or commissioning be delayed due to circumstances for which GSS GmbH is not responsible, the Contract Partner shall bear the reasonable costs incurred for idle times and any additional traveling expenditure of GSS GmbH or the erection personnel.

5.10. At weekly intervals, the Contract Partner shall attest towards GSS GmbH about the hours worked by the erection personnel; if assembly, erection or commissioning has been completed, the Contract Partner shall immediately issue confirmation in written form.

6. Retention of Title and Acceptance

6.1. Retention of Title

The retention of title provision agreed to below serves as security for all current and future claims that GSS GmbH has against the Contract Partner resulting from the contractual relationship between the parties to the contract (including any outstanding balance claims existing in a current account limited to dealings under this contract).

The delivery items remain the property of GSS GmbH until complete payment of all secured claims (including remuneration for rights of use of the advertising carriers). The delivery items and any items that fall under this category due to being included in this retention of title provision, and which is subject to same, are hereinafter referred to as “goods to which title is retained”.

Should the Contract Partner process the goods to which title is retained, the parties hereby agree that the processing shall be done in the name and on the account of GSS GmbH, as originator and producer, and that GSS GmbH shall immediately be designated as owner of the newly produced item or – where the processing involves material belonging to several owners, or the value of the processed product is higher than the value of the goods to which title is retained – as partial owner (owner of a fractional share) of said item, the fractional share corresponding to the proportion of the value of the goods to which title is retained to the value of the newly produced item. Where GSS GmbH does not receive such ownership or partial ownership rights, the Contract Partner now and hereby transfers its future ownership rights or partial ownership rights, in the proportion defined above, to the newly produced item to GSS GmbH as security. Should the goods to which title is retained be connected or irreversibly mixed with other items to form a new unit, and should one of the other items in question be reasonably considered as the main item, and if the main item belongs to GSS

GmbH, GSS GmbH hereby transfers its partial ownership rights to the new unit to the Contract Partner in the proportion defined in Sentence 1 above.

Should the goods to which title is retained be sold, the Contract Partner now and hereby, as a precautionary measure, assigns the claim against the buyer resulting from the sale to GSS GmbH. If GSS GmbH is partial owner of the goods to which title is retained, the claim is assigned in proportion to GSS GmbH's ownership share. The same shall apply to any other claims that fall under the category of goods to which title is retained or which result from any dealings with these goods, including but not limited to insurance claims or claims resulting from wrongful action in cases of loss or destruction. GSS GmbH hereby grants the Contract Partner the revocable right to collect claims assigned to GSS GmbH in its own name. GSS GmbH may only revoke this right in the event of enforcement.

Should third parties access the goods to which title is retained, the Contract Party is obliged to inform the third party of GSS GmbH's retention of title and to immediately inform GSS GmbH. Should the third party in question be unable to reimburse GSS GmbH for any costs arising in or out of court in connection to said goods, the Contract Partner shall be liable to GSS GmbH for these costs. Security assignments, transfer of rights of use for security purposes, pledges of collateral and seizure are prohibited.

Assertion of the retention of title by GSS GmbH cancels the Contract Partner's right to further use of the goods to which title is retained. Any acceptance of returned items by GSS GmbH is conducted for security purposes only. In no case does this signal cancellation of the contract even where partial payment is authorized. GSS GmbH is then also entitled to sell or auction the items without restriction. Further claims for damages, in particular for loss of profit, remain unaffected.

Where the value of GSS GmbH's securities increases by more than fifty percent (50%) of the claims to be secured, as far as these have not been settled, GSS GmbH is obliged to release its securities by such amount.

6.2. Acceptance

Unless no agreement to the contrary in the individual case has been made in written form, an acceptance does not take place. As far as GSS GmbH performs individualized programming or other works services as per the order, or GSS GmbH sets up, connects or installs devices with standard software at the Contract Partner's site, or the parties expressly agree to acceptance for other services, the following provisions apply:

After set up and connection of the devices as well as installation of the standard software, readiness for acceptance is determined by means of a trial run. The proper functioning of individual software is also determined by means of a trial run. As far as the services to be accepted correspond with the contractual agreements, the Contract Partner immediately confirms acceptance on the respective acceptance protocol, unless a significant defect exists. Any defects are to be recorded and specified in the acceptance protocol. Acceptance declared to the manufacturer or the supplier also applies to GSS GmbH.

For insignificant defects, the provisions set out in these general terms and conditions regarding liability for defects ("Warranty") apply. Should the Contract Partner refuse acceptance based on the existence of a significant defect, GSS GmbH is entitled to remedy or

replace, and then newly declare readiness for acceptance; thereafter, the provisions for acceptance as stipulated in the above paragraph are to be followed.

Should the Contract Partner not declare acceptance within two (2) weeks after readiness for acceptance is determined by GSS GmbH, and if the Contract Partner has not issued in the meantime any complaint regarding significant defects, the service is deemed accepted. Acceptance also takes place if the Contract Partner uses the service without declaring to GSS GmbH that use is significantly impaired.

If the parties have agreed to milestones or similar projects phases, in particular a schedule, the Contract Partner is obliged to assess the result of each phase immediately and to issue approval for GSS GmbH's further work – within two (2) weeks at the latest. The approval also constitutes partial acceptance. The risk of any errors is transferred to the Contract Partner upon declaration of approval, as far as this does not involve errors which arose or which were first able to be identified in the context of services provided after issuance of approval.

7. Contract Partner's Duty to Co-operate

7.1. The Contract Partner shall undertake at its own cost all efforts to enable GSS GmbH a smooth provision of services and to refrain from anything, which may hinder or prevent such activities. For this purpose, the Contract Partner shall provide GSS GmbH with all required means and if necessary, the required guidelines for the production, documents, and information immediately and at no cost. If the Contract Partner becomes aware that some information and requirements are incorrect, incomplete, not clear, or not able to implement, the Contract Partner shall notify GSS GmbH of such and the identifiable consequences immediately.

7.2. The Contract Partner authorizes GSS GmbH employees to access the Contract Partner's buildings and premises and grants them access to the Contract Partner's IT systems, as far as such is necessary for performing services. Further information in this context is regulated in each order.

7.3. The Contract Partner provides for the appropriate security of its own data, materials and programs. GSS GmbH informs the Contract Partner if pending work or other services performed by GSS GmbH could lead to a loss of data, so that the Contract Partner can ensure that it has up-to-date and sufficient data security in place.

7.4. If the Contract Partner becomes aware that the documents or information provided by GSS GmbH are incorrect, incomplete, or not clear, the Contract Partner is to notify GSS GmbH of such immediately.

7.5. In the event that the duty to provide services is not fulfilled in due time by the Contract Partner or that its duty to co-operate is not fulfilled pursuant to the contract, GSS GmbH will endeavor to deliver in time without being obliged to do so. GSS GmbH may charge for the resulting additional expenses in addition to the agreed fee (particularly in cases involving a maximum or fixed price agreement). Furthermore, in such case agreed deadlines or dates for services are postponed for a period of time which is necessary and appropriate in order to eliminate the consequences of the improper fulfillment of the contractual duty to co-operate or provide services.

7.6. The Contract Partner has familiarized itself with the most important functional features of the delivery items and bears responsibility for ensuring that these fulfill its wishes and requirements.

8. Prices and Payment Terms

8.1. Prices stated by GSS GmbH in the offer, or, as the case may be, the order confirmation, apply.

8.2. All prices are ex works, net amounts and do not include packaging, transportation and transportation insurance, other taxes, customs duties, fees and applicable value added tax. Where contracted services are invoiced without value-added tax, GSS GmbH in particular reserves the right to subsequently charge value-added tax at the legally applicable rate, plus any additional charges required by law or by governmental agencies, in case that the fiscal authorities' position on the particular situation has changed, or in case that an audit shows the subsequent invoicing to be necessary.

8.3. Payments are to be made in euro within thirty (30) days after receipt of the invoice without deduction and at no cost to GSS GmbH. In the event that payment deadlines are exceeded, without prejudice to other rights, GSS GmbH is entitled to charge interest for default in the statutory amount. GSS GmbH's right to assert a higher claim for damages remains unaffected.

8.4. The Contract Partner has the right to withhold payments or to set off payment with counterclaims only to the extent that its counterclaims have been declared legally binding, are uncontested or recognized by GSS GmbH. Furthermore, the Contract Partner is entitled to exercise a right to withhold only to the extent that its counterclaim is based on the same contractual relationship.

8.5. If the Contract Partner is in default with regard to payments, GSS GmbH is entitled to withhold the delivery of other orders placed by the Contract Partner. As far as the overdue amounts are paid, GSS GmbH is entitled to stipulate a new delivery deadline under consideration of its other delivery obligations at its own discretion.

9. Rights of Lien

The Parties agree that with respect to all claims arising from the agreement, GSS GmbH shall have right of lien on the means provided by the Contract Partner.

10. Liability for Material Defects relating to Production Services (“Warranty”)

10.1. GSS GmbH warrants that the delivered item is in accordance with the agreed quality. With regard to the delivery of GSS software, GSS GmbH warrants that the Software corresponds with the description in the product documentation and the description in a separately concluded written agreement, if applicable. The Contract Partner is aware that the software may be erroneous. Therefore, insignificant errors shall not entitle the contract partner to withdraw from the contract.

10.2. The Contract Partner immediately inspects the delivered item to ensure contractual compliance as well as any forwarded preliminary and interim results. In particular, the Contract Partner thoroughly tests the delivered item to ensure that it is free of defect and that

it is usable in specific situations before initiating operational usage. This also applies to delivered items, which are received in the framework of the warranty, or maintenance and service. The Contract Partner must issue notification in writing without undue delay, providing a description of the symptoms experienced. The Contract Partner is particularly obliged to issue notification in writing after detection of obvious defects within a ten(10)-day deadline, which commences upon receipt of the delivered item; otherwise, the assertion of the warranty claim is excluded. The timely dispatch of the complaint regarding a defect suffices to comply with the deadline. The Contract Partner also informs GSS GmbH after expiration of the warranty period without undue delay, if third parties assert claims based on the infringement of protective rights by the delivered item.

10.3. If a material defect is present in the delivery items delivered by GSS GmbH, GSS GmbH shall remedy the defect or supply the item free of defect ("Supplementary Performance", *Nacherfüllung*) at its own choice. Should it be established by court order that a delivery item of GSS GmbH violates property rights of third parties, GSS GmbH may choose between either acquiring the necessary rights of use on their own costs or amending the services so they will not violate property rights but still comply with contractual agreements. GSS GmbH may refuse the type of Supplementary Performance or the Supplementary Performance as a whole if such is only possible at unreasonable cost. In the case of the supply of an item free of defect, GSS GmbH shall replace the defective item and carry the cost for such action insofar as costs do not increase because the defect free item must be provided to a location other than the contractually agreed upon location of the delivery items. Should GSS GmbH provide an item free of defect for the purpose of Supplementary Performance, GSS GmbH is entitled to redeem the defective item.

10.4. Should GSS GmbH be unwilling or not able to provide Supplementary Performance, or should GSS GmbH delay such beyond a reasonable period of time based on reasons caused by GSS GmbH, or if the Supplementary Performance fails for any other reason, the Contract Partner is entitled as set out under the law to assert its rights to withdraw in relation to the production service or reduce payment or claim for damages. The subsequent performance shall only be deemed to have failed once three (3) attempts have proven unsuccessful.

10.5. Further claims by the Contract Partner beyond the right to Supplementary Performance, withdraw or terminate the contract and to reduce payment, particularly claims for damages including lost profit or other pecuniary damages, exist only within the scope of the liability provisions of these General Terms and Conditions.

10.6. The warranty period of time consists of one (1) year, which begins with the standard statutory limitation period. The aforementioned shall not apply to claims based on the Product Liability Act as well as to compensation for damages to life, body or health and to intentional or grossly negligent breach of duty, which are subject to statutory limitation.

10.7. Guarantees in the legal sense or confirmations on the presence of certain properties of the delivery item are only deemed to have been made by GSS GmbH where they are explicitly named as such in the order confirmation of GSS GmbH.

10.8. GSS GmbH has no obligations if a defect is attributable to the fault of the Contract Partner. In particular, this is the case where

- the defect is resulting from improper or unauthorised use or overstraining of the delivery item by the Contract Partner or his customers, or

- where statutory laws or regulations issued by GSS GmbH on installation and operation are not observed by the Contract Partner or his customers, unless the defect does not result from such non-observance, or

- where the delivery item has been created pursuant to specifications, in particular drawings, that the Contract Partner has provided, and the defect was caused by these specifications.

The Contract Partner's comparative negligence shall be imputed to the Contract Partner.

11. Liability

The following regulations shall apply to the liability of GSS GmbH as well as liability for GSS GmbH's employees, assistants in performance, and vicarious agents – irrespective of reason:

11.1. GSS GmbH's liability for damages is limited as follows:

a) In the case of a simple negligent breach of essential obligations (i.e. essential obligations for which GSS GmbH owes performance and which are significant for the attainment of the contractual objectives or with which GSS GmbH is obligated to comply and a breach of such compliance could endanger the attainment of the contractual objectives), the liability of GSS GmbH shall be limited to such losses which would be typically foreseeable at the time of the conclusion of the contract;

b) GSS GmbH shall not be liable for a simple negligent breach of non-essential obligations.

11.2. In cases of initial impossibility, GSS GmbH shall be liable if the obstacle to performance was known to it or the lack of knowledge is based on gross negligence.

11.3. The previous liability exclusions, restrictions, and limitations shall not apply to claims based on the Product Liability Act as well as to compensation for damages to life, body or health.

11.4. Claims for damages against GSS GmbH shall be subject to a limitation period of one (1) year, beginning with the start of the statutory period of limitations. The aforementioned shall not be applicable to claims based on the Product Liability Act as well as to compensation for damages to life, body or health and to intentional or grossly negligent breach of duty, which are subject to statutory limitation.

11.5. GSS GmbH assumes no liability towards the Contract Partner or third parties insofar as the damage is attributable to the fault of the Contract Partner or the Contract Partner's assistants in performance or vicarious agents. The cases listed under Section 10.8 shall apply *mutatis mutandis*. The Contract Partner's comparative negligence shall be imputed to the Contract Partner.

11.6. Should claims for damages be lodged, then they must be legally filed within six (6) months after a written dismissal by GSS GmbH. Subsequent assertion of claims is excluded unless independent evidence proceedings (*Selbständiges Beweisverfahren*) have been initiated within the deadline period. The aforementioned shall not be applicable to claims based on the

Product Liability Act as well as to compensation for damages to life, body or health and to intentional or grossly negligent breach of duty, which are subject to statutory limitation.

12. Third-Party Rights

12.1. The Contract Partner guarantees that all means provided by the Contract Partner do not violate any third party protective rights (e.g. copyright, license, patent, or other protective rights) that would make their use in accordance with this contract impossible, and that they are in compliance with laws and the contract. GSS GmbH is not obligated to check any of the means provided by the Contract Partner for possible violations of the law. Should GSS GmbH become aware of obvious violations of the law by any of the means provided by the Contract Partner to GSS GmbH for its contractual performance, GSS GmbH shall inform the Contract Partner immediately. In addition, in such cases GSS GmbH is entitled but not obligated to reject the means provided by the Contract Partner.

12.2. Should third parties assert claims against GSS GmbH based on alleged violations of the law as a result of any of the means provided by the Contract Partner to GSS GmbH for its contractual performance, the Contract Partner shall indemnify GSS GmbH against all liability and reimburse Weis GmbH's costs arising from the possible violations of the law. The indemnification obligation also entails the obligation to fully release GSS GmbH from any legal defence costs (e.g. court and attorney fees). The parties shall notify each other immediately in writing if claims are brought against them due to such law violations.

13. Cancellation and Withdrawal from Training Seminars and Events

13.1. The Contract Partner will not be charged for training seminars and GSS GmbH events which are subject to charge for cancellations made up to four (4) weeks before the event begins. In the event that the Contract Partner cancels four (4) to two (2) weeks before the training/event begins, 30% of the registration fee will be charged; for cancellations by the Contract Partner on short notice, the full registration fee will be charged.

13.2. In the event that the Contract Partner does not pay the due registration fee within a reasonable grace period, GSS GmbH is entitled at its own discretion to withdraw from the order related to the training or event, or to claim compensation for damages based on non-fulfillment.

13.3. Furthermore, based on objectively justifiable reasons GSS GmbH is entitled to withdraw from the training or event if force majeure or other circumstances, for which GSS GmbH is not responsible, render impossible the fulfillment of the contract. In such case, the Contract Partner will be reimbursed for any registration fee already paid; if applicable, a registration fee which has not yet been collected will not be charged.

13.4. In case GSS GmbH's withdrawal is justifiable, the Contract Partner is not entitled to claim compensation for damages.

14. Access to Online Systems

The Contract Partner is obliged to keep confidential its access data (login and password) to all of GSS GmbH's online systems and to make such inaccessible to third parties. The Contract Partner is liable for improper use of its access data.

15. Confidentiality, Business Information

15.1. Each party to the contract is obligated to treat with confidentiality all information that is designated confidential or information regarding the other party to the contract that is clearly of a confidential nature (hereinafter referred to as “confidential information”), to refrain from making copies of such information and from allowing third parties access to same, unless this is necessary to fulfill obligations resulting from the contract. This obligation shall not apply to information which is in the public realm, or which the party to the contract has previously received through legal means, or which has come into existence independently of this contract, or in cases in which the disclosing party to the contract is subject to disclosure requirements or requested to provide information by courts or governmental authorities. The confidentiality obligations stated above retain their validity unlimited in time, for the duration of this contract and afterwards, and shall be explicitly imposed in writing on any third parties (including but not limited to employees) having access to confidential information

15.2. The contract partners are obliged to store with due care all documentation, files and other forms of Confidential Information which are received from the other contract partner.

15.3. GSS GmbH and the Contract Partner shall remain the owners of their respective business documents and holders of their own existing and future copyrights and other proprietary rights in these documents (particularly patents, registered and industrial designs, utility patterns, titles to trademarks etc.). These rights shall extend in particular to all related know-how, reports on resources and development, suggestions, ideas, projects, designs, patterns, models, concepts etc.

16. Data Protection and Data Security

16.1. The legal provisions governing data protection and data security are to be observed. The Contract Partner is responsible for compliance with the laws and regulations regarding data protection and data security when transmitting data to GSS GmbH.

16.2. In the event that GSS GmbH collects, processes or uses personal data in the course of order data processing as instructed by the Contract Partner (§ 11 of the German Data Protection Act, “BDSG”) for the purpose of fulfilling the contractual services, or if GSS GmbH conducts the “inspection or maintenance of automated procedures or data processing systems” within the meaning of § 11 Para. 5 BDSG, the contract partners will conclude an “Agreement regarding Order Data Processing” in accordance with § 11 BDSG, which GSS GmbH will make available to the Contract Partner.

16.3. GSS GmbH will delete personal data provided by the Contract Partner upon expiration of the contractual relationship, provided that further storage is not required to fulfill GSS GmbH’s legal obligations (in particular the duty to store) or to provide evidence of the proper fulfillment of the contractual obligations to the Contract Partner.

16.4. The Contract Partner grants GSS GmbH permission to include its name or the name of its company in a list of references.

17. Final Provisions

17.1. The Contract Partner may not – subject to the assignment of debt according to § 354a of the German Commercial Code (*HGB*) – transfer individual rights of this contract or the contract as a whole to third parties unless GSS GmbH expressly agrees to such in writing.

17.2. Should a party choose not to exercise one of its rights under this contract, this shall not be considered as a waiver of that right, unless the party that possesses the right informs the other party explicitly and in writing of such a waiver.

17.3. The place of performance shall be the registered seat of GSS GmbH. Insofar as the Contract Partner is a merchant as defined by the German Commercial Code (*HGB*), a corporate body organized under public law (*juristische Personen des öffentlichen Rechts*), or a special fund under public law (*öffentlich-rechtliches Sondervermögen*), the exclusive place of jurisdiction for all disputes (including check proceedings, summary bill enforcement procedures and proceeding restricted to documentary evidence) directly or indirectly arising from the contractual relationship is the registered seat of GSS GmbH. The same applies to judicial collection procedures as well as to persons who have no general place of jurisdiction in Germany, as well as to persons who have moved their place of residence or usual whereabouts abroad since conclusion of the contract, or whose place of residence or usual whereabouts is unknown at the time the action is filed. In addition, GSS GmbH is entitled to file suit at the statutory venue.

17.4. This contract is subject to the laws of the Federal Republic of Germany excluding the conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

17.5. These General Terms and Conditions are provided in German and English. Legally binding is solely the German language version of these General Terms and Conditions.

17.6. Oral side-agreements are not valid. Deviating or supplementary conditions as well as modifications of this contract, including this written requirement clause, are only valid if agreed upon in writing and expressly marked as a modification or supplement.

17.7. Should one or more provisions of these General Terms and Conditions not satisfy the legal requirements the validity of the remaining provisions shall remain unaffected.