

## General Terms and Conditions (GTC) of comemso electronics GmbH for Customers

### 1. General provisions

1.1 **Scope:** These general terms and conditions apply to all work and services, tests and deliveries of goods and other objects provided to customers by comemso electronics GmbH (hereinafter referred to as "**COMEMSO ELECTRONICS**") as part of a "project". The work and services, goods and/or other objects to be provided in accordance with the project are hereinafter referred to as "PRODUCTS". In addition, any software licences are subject to COMEMSO ELECTRONICS' special terms and conditions for software.

1.2 **Other terms and conditions:** Any other general terms and conditions other than those listed above in 1.1 are valid only if COMEMSO ELECTRONICS has accepted them in writing. This applies regardless of whether such conditions contain divergent, different, or additional regulations and regardless of whether such conditions exist in written, verbal, or other form.

1.3 Definition of core terms used with regard to (SUB-)PRODUCTS (hereinafter "PRODUCT(S)") that may be included in a contract:

- a) "**Commissioning**" includes all of the services necessary to put the purchased PRODUCTS into a functional state independently and without any dependence on the customer's existing (sub)systems. Commissioning explicitly excludes all services or PRODUCTS that are not absolutely necessary for the functionality and/or were not ordered by the customer. Engineering and support can take place during commissioning, provided that this is agreed in advance or in writing. Commissioning is to be differentiated strictly from "integration" (see below). This means that the documentation of functionality is expressly treated separately, even if additional "integration services" are separately ordered on a service basis. Commissioning always occurs first. The commissioning is carried out in agreement with the customer either at COMEMSO ELECTRONICS site or at customer's site. Unless otherwise agreed, the order address applies to commissioning at the customer's facility. The customer must reserve all the necessary resources and take the necessary precautions to ensure that the commissioning runs smoothly. The customer shall bear any additional expenses and costs (e.g. travel and accommodation costs) if the commissioning is to be performed at its location. The customer shall bear any additional costs incurred by COMEMSO ELECTRONICS due to customer requests or actions. COMEMSO ELECTRONICS shall bear any additional expenses it has caused by its actions. The functionality will be verified by the structures specified by COMEMSO ELECTRONICS. Unless otherwise agreed, commissioning is to be carried out without third-party components and does not include their use as aid for commissioning (e. g. connecting cables, etc.). Third-party components refer to any and all components not sold by COMEMSO ELECTRONICS or approved by COMEMSO ELECTRONICS for use in commissioning. The commissioning is complete once the functionality is confirmed by the customer. The customer may not refuse confirmation if the functionality has been proven.
- b) "**Integration service**" refers to the individual connection of the purchased PRODUCTS to the customer's existing system. Integration services are carried out and billed exclusively on an hourly basis. A blanket integration service is excluded due to too many unknowns in the customer's existing systems. If the customer procures a component to be integrated by COMEMSO ELECTRONICS, whether previously agreed or not, the customer bears the risk of any interim changes or conditions for its integration into the system. The customer shall bear responsibility for the resulting delays and additional expenses, such as engineering, transport to/from COMEMSO ELECTRONICS, or any additional support required. An integration service during commissioning is excluded, but, if this has been ordered, will only take place

once the commissioning has been completed. An integration service without an explicit order is excluded and cannot be "implicitly" expected by the customer.

- c) "**Engineering services**" concern the development of new hardware and software components or research to obtain new knowledge and is seen as a contracted service. The engineers will work towards certain results (e. g. hardware or software), but these results are not guaranteed. The intellectual rights to (partial) ideas, insights, results, etc. obtained by COMEMSO ELECTRONICS' engineering work are regulated in 7.2. below.
- d) "**Support**" includes support of the customer that does not involve engineering services (see above) or troubleshooting for the PRODUCT. Support can only be used for PRODUCTS purchased from COMEMSO ELECTRONICS and only if the support volume ordered remains available. A support service carried out on a goodwill basis will be offset against any subsequent orders of additional support volume. Support is billed for every 15 minutes started. Support is provided exclusively by telephone, email, online meetings, or at COMEMSO ELECTRONICS' location. On-site support is expressly excluded and requires a separate order.
- e) "**Consulting**" includes the transfer of knowledge and support for the customer and its projects. Consulting is provided as a separate contracted service. The intellectual rights to (partial) ideas, insights, results, etc. obtained during consulting work are regulated in 7.2. below.
- f) "**Training**" includes the transfer of knowledge so that the customer can operate the PRODUCT properly. Training is executed within four weeks after delivery of the corresponding PRODUCT to ensure immediate readiness for use. No services such as development, measurements, testing, etc. are included as part of product training. Delays of training execution or training scheduling caused by customer do not affect agreed payment terms and deadlines.
- g) "**Product demonstration**" serves only to help the customer familiarise itself with the PRODUCT. All content discussed and/or shown that is not otherwise public shall remain confidential. A product demonstration shall take place exclusively with COMEMSO ELECTRONICS' tools. The use of customer systems as part of the product demo cannot be required as this would constitute engineering, support, or consulting services.
- h) "**Warranty:**" the warranty period is one year from delivery and receipt of the PRODUCTS by the customer. The warranty only applies to hardware and software defects. A delay in commissioning has no effect on the start of the warranty period.
- i) "**Maintenance**" refers to product maintenance and is available for the customer to purchase separately. During the maintenance period purchased by the customer, this service includes software updates, firmware updates, improvements, or minor further developments of the software functionalities purchased by the customer and, if applicable, software bug fixes. Maintenance does not cover content, rights, or warranty claims (for hardware and software defects) and is not to be understood as an extension of the same. Maintenance does not include hardware maintenance. If the customer has not purchased the maintenance service or has not renewed it each time it expires and later requires it, maintenance must be ordered retrospectively from the last day of service previously ordered.
- j) "**Breaking of the seals:**" detaching, severing, destroying, or other damage to one or more of the seals applied.
- k) "**Expenses in vain**" include all services performed by COMEMSO ELECTRONICS that do not fulfil the intended purpose or which subsequently turn out to be in vain due to a previously unrecognizable situation. COMEMSO ELECTRONICS reserves the right to invoice the customer for services rendered that

prove to be in vain due to a previously unrecognizable situation that subsequently makes the service unsuccessful. This also applies if the customer has previously been informed that a service may be in vain. The customer has the right to request a detailed description of the facts. If the customer does not meet its obligation to cooperate in the provision of services or otherwise prevents or complicates COMEMSO ELECTRONICS' provision of its services, COMEMSO ELECTRONICS will bill the customer accordingly.

- l) The "**customer's authority to instruct**" COMEMSO ELECTRONICS employees only applies to provisions applicable on-site to workplace health and safety, data protection, confidentiality, or other instructions necessary to comply with other legal requirements. COMEMSO ELECTRONICS employees are obliged to follow these instructions. The customer has no authority to issue instructions regarding the processes necessary for the performance of COMEMSO ELECTRONICS' services such as commissioning nor their sequence, type of implementation, or duration. COMEMSO ELECTRONICS employees must adhere to workplace rules and hours.

## **2. Offers**

2.1 Offers from COMEMSO ELECTRONICS are subject to change unless the parties have agreed otherwise in writing.

2.2 Specifications and information in catalogues, brochures, etc. are only binding if the offer or order confirmation expressly refers to them and the catalogues, brochures, etc. are not explicitly marked as "sample" or "example".

2.3 The project concept and the content of offers remain COMEMSO ELECTRONICS' intellectual property. The offer and/or project documents may therefore not be reproduced or made accessible to third parties without COMEMSO ELECTRONICS' written consent. They remain the property of COMEMSO ELECTRONICS and must be returned to COMEMSO ELECTRONICS upon request.

2.4 COMEMSO ELECTRONICS will not make the content and existence of offers available to third parties without the customer's consent.

## **3. Contractual agreement**

3.1 A contract comes into effective when signed by both parties or when the customer receives a written order confirmation from COMEMSO ELECTRONICS.

3.2 The customer may only terminate or amend contracts under any conditions accepted by COMEMSO ELECTRONICS and confirmed in writing.

3.3 The customer shall bear any separately invoiced costs resulting from customer change requests or other circumstances not known to COMEMSO ELECTRONICS when the contract was signed.

## **4. Pricing**

4.1 Prices are based on delivery ex-works from COMEMSO ELECTRONICS and do not include packaging, freight, or VAT. With the exception of any income taxes owed by COMEMSO ELECTRONICS, all other fees, taxes, duties, and other charges are borne by the customer.

4.2 The prices quoted are based on the following assumptions:

- a) Work on the project begins on the day confirmed by COMEMSO ELECTRONICS and is carried out according to the schedule specified in the COMEMSO ELECTRONICS offer and
- b) If the start or the execution of the entire project or parts of the project is delayed for reasons beyond COMEMSO ELECTRONICS' control, COMEMSO ELECTRONICS is free to adjust the project price accordingly.

4.3 Unless otherwise stated, the prices shown do not include:

- a) Licensing and/or development fees from component or system suppliers.
- b) Materials and components supplied by a component or system supplier.
- c) Unanticipated and unplanned additional costs due to delays or additional work caused by the customer and/or a component or system supplier.
- d) Effects of change requests by the customer which COMEMSO ELECTRONICS has agreed to.
- e) Costs for travel, accommodation, and meals for customer employees who will be taking part in project meetings in Ostfildern or examining project results in Ostfildern.
- f) Costs for travel, accommodation, and meals for COMEMSO ELECTRONICS employees who are traveling outside the agreed project framework.

4.4 All prices are to be paid in euros. Any offers in other currencies will include a surcharge to cover the risks of fluctuating exchange rates.

4.5 COMEMSO ELECTRONICS reserves the right to adjust its prices annually. Contracts signed before a price adjustment per 3.1 will remain unaffected. Contracts that are signed after the price adjustment and/or rely on a previous contract or supplement it (e.g. additional maintenance periods) are subject to the adjusted pricing. The price adjustments can be made without prior notice to the customer. The customer may request current pricing at any time by requesting a quote. Price lists are not published. The offers and prices are subject to confidentiality.

4.6 For orders with a net order volume of less than €500, a small order surcharge or processing fee of €150 will be charged.

## **5. Invoice, payment, interest, invoice cancellation**

5.1 The payment terms and deadlines stated on the invoice and as agreed with COMEMSO ELECTRONICS apply.

5.2 In the event the customer's name changes, invoices

- a) which were previously sent to the customer, i.e. to the billing address specified on the order, are due as indicated on the invoice; otherwise,
- b) those sent after the name change will be changed by COMEMSO ELECTRONICS accordingly, but this will not affect the original payment deadline.

5.3 Unless otherwise agreed, a down-payment of at least 50% of the total price must be paid in advance. The remaining balance must be made within 30 days of receiving the invoice.

5.4 The payment amount received by comemso must match the total amount stated on the invoice. The customer must take into account any processing fees charged by the bank when making a payment order so that these are not borne by comemso.

5.5 Late payments shall be charged interest of 0.1% (zero-point-one) of the total price per day of delay up to a maximum of 5%.

5.6 The customer is not entitled to withhold or reduce payments on the basis of any potential claims against COMEMSO ELECTRONICS.

5.7 If force majeure intervenes in the provision of services as defined in Section 13, the customer remains obliged to settle invoices for PRODUCTS or services rendered on time. The PRODUCTS and services yet to be provided will be provided once the interruption in service is ended plus a reasonable lead time or will be rendered and invoiced separately.

5.8 The customer is not permitted to offset outstanding invoice amounts with claims from any other business activities (e. g. previous purchases).

5.9 Payment and payment terms are independent from training execution or training scheduling. Any delay of training execution caused by customer does not affect the agreed payment terms and deadlines.

5.10 COMEMSO ELECTRONICS retains title to the PRODUCTS it has delivered until such time as the customer has met all of its financial obligations to COMEMSO ELECTRONICS. The customer must comply with all formal requirements for protecting the property still owned by COMEMSO ELECTRONICS and/or in which the latter holds a security interest. Should any liens or other claims be asserted against the same, the customer must provide notice of COMEMSO ELECTRONICS' continued ownership of the same and also notify COMEMSO ELECTRONICS immediately. The retention of title has no effect on the transfer of risk according to Section 6.1.

5.11 The customer accepts that purchased PRODUCTS will automatically be deactivated/blocked if the invoice is not paid as agreed. This also applies to components subsequently ordered. Any support or maintenance services ordered may also be discontinued if COMEMSO ELECTRONICS does not receive payment. The statutory warranty remains unaffected.

5.12 For the cancellation of an invoice (not a project) for reasons not caused by COMEMSO ELECTRONICS, a processing fee of €50 will be charged and is to be added to the invoiced amount.

## **6. Delivery, returns, and transfer of risk**

6.1 When COMEMSO ELECTRONICS hands over the PRODUCTS to a transport company, this constitutes delivery to the customer. It is at this time that the risk of loss or damage during transport passes to the customer. This also applies if COMEMSO ELECTRONICS still has assembly work to complete once the PRODUCTS arrive at the customer's location.

6.2 In the event of delays in delivery due to the circumstances specified in Section 13 or due to circumstances for which the customer is responsible, including the failure to provide the necessary permits for delivery to its location, the delivery period is automatically extended for the duration of the delay.

6.3 If the delivery of PRODUCTS once ready-to-ship is not possible or is not desired by the customer, the PRODUCTS can be temporarily stored by COMEMSO ELECTRONICS at the customer's own risk and expense. Once placed in this interim storage, this constitutes delivery to the customer.

6.4 Delivery with self-delivery reserved.

6.5 A partial delivery of sub-functions that can be used separately is possible.

6.6 If an event of force majeure as defined in Section 13 occurs and causes a postponement of the shipping date and/or an extension of the delivery time by COMEMSO ELECTRONICS, COMEMSO ELECTRONICS is free to make partial deliveries of the PRODUCTS as necessary. Each partial delivery will be invoiced separately.

6.7 Deliveries of PRODUCTS to the customer are ex-works in Ostfildern as defined in Incoterms 2010.

6.8 If the delivery condition EXW ("ex works" Incoterms 2020) has been agreed, the customer has a binding pickup date within ten calendar days. If the customer fails to arrange for the PRODUCT to be picked up on the specified date, storage costs may be charged to the customer until the PRODUCT is actually dispatched. The costs amount to 0.5% of the net order volume per day of delay. A maximum of 5% of the total order volume can be billed to the customer as storage costs. The PRODUCT can be picked up for dispatch after the payment conditions have been met and the storage costs have been paid. The payment term of the invoice at dispatch notification is not influenced by the time of collection.

6.9 In the event of a return to COMEMSO ELECTRONICS becomes necessary, the provisions of Section 7.4 apply. Opening or decompiling the PRODUCTS intended for return is strictly prohibited. COMEMSO ELECTRONICS also reserves the right to take further legal action and to claim damages.

6.10 Any return of PRODUCTS to COMEMSO ELECTRONICS requires its prior written consent. If such consent is granted, the customer remains responsible for at least 60% (sixty) of the total cost of the returned PRODUCT. Billing for partial deliveries or PRODUCT sub-components is excluded. Any goods that are returned to COMEMSO ELECTRONICS must be complete, undamaged, in their original packaging, and sent freight paid together with our return note.

6.11 For returns in a guarantee or warranty case, unless otherwise agreed individually, the customer organizes both the shipment to COMEMSO ELECTRONICS and the return to the customer himself and bears all costs incurred.

6.12 For shipments to COMEMSO ELECTRONICS and from COMEMSO ELECTRONICS to the customer back that are carried out in the context of repairs or other services, the provisions of section 6.11 apply.

## **7. Intellectual property**

7.1 All existing ideas, knowledge, inventions, and patents and the corresponding registrations owned by COMEMSO ELECTRONICS and not the result of the work performed as part of the customer's project, but were instead contributed by COMEMSO ELECTRONICS to the project, shall remain exclusively COMEMSO ELECTRONICS'.

7.2 All existing ideas, knowledge, findings, results, and inventions achieved as part of the work on the customer's project become COMEMSO ELECTRONICS' exclusive property once created and will be used for further developments and improvements to its own test systems.

7.3 All project-related drawings and technical documents provided by one party to the other before or after the contract is signed shall remain the exclusive property of their respective owners. This information is to be treated confidentially by the receiving party and may only be used for the purposes of the project.

7.4 The customer agrees to use and to keep secret all information received from COMEMSO ELECTRONICS only for the purposes of the intended project, i.e. not disclosing it directly or indirectly to third parties verbally or in writing or in any other way; not disassembling, decompiling, or otherwise translating any software received; not circumventing any protective measures; and not opening or disassembling any samples and products received; not damaging or removing the warranty seal unless with the prior written consent of COMEMSO ELECTRONICS. In the event of a breach of these provisions, COMEMSO ELECTRONICS reserves the right to refuse to provide services, to take further legal remedies and / or to take legal measures and to demand reasonable indemnity.

7.5 Subject to the provisions in sections 7.1 to 7.4, the customer acquires the following once it has met its contractual payment obligations:

a) A non-exclusive right to use the ideas, knowledge, and inventions, whether patented or not, as described in sections 7.1 and 7.2 for all applications related to the project, but not for any other purpose; and

b) The right to use the results and documentation of the project, while treating any project documentation received from COMEMSO ELECTRONICS as confidential.

7.6 The products are to be used exclusively for their intended purpose and treated with care.

## **8. Third-party patents, trademarks, and copyrights.**

8.1 COMEMSO ELECTRONICS will make reasonable efforts to ensure that the PRODUCTS designed and developed as part of contract do not infringe any third-party property rights.

8.2 If the normally intended use of a PRODUCT leads to an allegation of a breach of such third-party rights, the customer will immediately inform COMEMSO ELECTRONICS in writing. COMEMSO ELECTRONICS will provide sufficient non-financial means to the customer to defend itself against such claims. If the use of a PRODUCT is subsequently permanently banned to such a breach of third-party rights, COMEMSO ELECTRONICS will make financially reasonable efforts to:

- a) change or replace the PRODUCT in such a way that it does not violate said rights; or
- b) obtain a licence from the owner of the same.

These obligations are waived if the customer fails to notify COMEMSO ELECTRONICS of such claims in writing within the time limit specified in section 9.6.

8.3 Nevertheless, COMEMSO ELECTRONICS disclaims any responsibility for any compromise or settlement entered into without its express written consent. Furthermore, COMEMSO ELECTRONICS is not responsible for violations of combination or procedural patents concerning the use of the PRODUCTS in connection with other goods or materials not sourced from COMEMSO ELECTRONICS. Section 8.2 fully regulates COMEMSO ELECTRONICS' liability in the event of such property right disputes and COMEMSO ELECTRONICS disclaims any liability for:

- a) any direct or indirect (consequential) damage that can be attributed to an infringement of property rights;
- b) legal costs, court costs and/or negotiation costs incurred by the customer; or
- c) any payments of damages made to third parties.

8.4 COMEMSO ELECTRONICS disclaims any liability and the customer agrees to indemnify and hold COMEMSO ELECTRONICS harmless with respect to all losses and costs that arise from any claims concerning the infringement of property rights in connection with:

- a) PRODUCTS that COMEMSO ELECTRONICS has delivered to the customer based on drawings, constructions, or specifications proposed or made available by the customer; or
- b) PRODUCTS, systems, components, parts, etc. specified by COMEMSO ELECTRONICS but provided by third parties; or
- c) PRODUCTS, vehicles, systems, components, parts, etc. that the customer has provided to COMEMSO ELECTRONICS; or
- d) claims for incitement to an infringement of property rights or an indirect infringement of property rights resulting from the implementation, use, development, or modification of COMEMSO ELECTRONICS PRODUCTS by the customer or its customers.

## **9. Warranty and guarantee**

9.1 COMEMSO ELECTRONICS guarantees that all technical goals listed in the offer will be achieved, provided that:

- (a) the technical specifications of the PRODUCTS proposed by COMEMSO ELECTRONICS within the limits of the state of the art in COMEMSO ELECTRONICS' industry are accepted by the customer; and
- b) all systems and components supplied by the customer or a component or system supplier they name will fulfil the agreed specifications and function.

9.2 COMEMSO ELECTRONICS guarantees that the project will be carried out professionally and competently, taking into account the state of the art for COMEMSO ELECTRONICS' industry. The PRODUCTS will comply with the German laws, standards, and norms as well as the regulations of those countries which are relevant to the location where the customer intends to use them provided that they have been communicated to and accepted by COMEMSO ELECTRONICS in writing. No guarantee is made for compliance with any laws, standards, norms, or other conditions that have been issued by a foreign authority if they have not been communicated to and accepted by COMEMSO ELECTRONICS in writing before the contract was signed. All documentation created within the framework of the contract will comply with industry standards; the documentation remains subject to monitoring by the customer and its final approval.

9.3 The customer must examine the PRODUCTS delivered immediately upon receipt and inform COMEMSO ELECTRONICS in writing of defects within 10 (ten) working days. If the customer fails to meet these obligations, it forfeits any right to assert warranty claims.

9.4 Any faults, defects, damage, or other unusual events ("EVENT") that occur after commissioning must be reported to COMEMSO ELECTRONICS immediately. The PRODUCT must be deactivated until COMEMSO ELECTRONICS releases it for operation. COMEMSO ELECTRONICS will initially assess the situation via remote maintenance. In order to clarify the nature and scope of the EVENT and to avoid dangers to life and limb of the product operator and/or consequential damages, the customer must cooperate appropriately with COMEMSO ELECTRONICS' efforts to remedy the fault. This includes, among other things, providing information on the PRODUCT and its interfaces to connected customer components as well as a detailed description of the activities performed that led to or preceded the EVENT. If necessary, COMEMSO ELECTRONICS can request the return of the PRODUCT at the customer's expense. If an EVENT occurs, the customer is strictly prohibited from opening or dismantling the product, either in whole or in part, and also from carrying out any repairs on its own without the prior express written permission of COMEMSO ELECTRONICS.

9.5 The customer will ensure that all necessary data on operating conditions, parameters, and test results for the warranty period will be recorded in order to be able to document a warranty claim in accordance with section 9.1. If PRODUCTS are defective (including incomplete or incorrect documentation), COMEMSO ELECTRONICS will either correct these defects (complete or correct the documentation) or replace the defective goods (parts) with new ones. All warranty claims are void if a PRODUCT has been modified or repaired without the prior written consent of COMEMSO ELECTRONICS or if the warranty seal is damaged or removed. Damage to the warranty seal not caused by the customer must be reported to COMEMSO ELECTRONICS immediately. Damaged warranty seals that are not reported will be deemed to have been caused by the customer. Defects must be reported to COMEMSO ELECTRONICS immediately once aware of them. The customer is responsible for any additional defects or damage caused by continued operation of the PRODUCT despite an existing defect without having first informed COMEMSO ELECTRONICS of the same and without its consent in accordance with Section 9.4.

9.6 THE WARRANTY INCLUDED IN THIS SECTION 9 IS FINAL AND REPLACES ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED. EXPRESSLY NO LIABILITY SHALL BE ASSUMED FOR DAMAGES RESULTING FROM THE DISREGARD OF THE USAGE AND MAINTENANCE INSTRUCTIONS FOR PRODUCTS, WARNING AND SAFETY INSTRUCTIONS, AND OTHER REGULATIONS PROVIDED BY COMEMSO ELECTRONICS NOR FOR ANY DAMAGE CAUSED BY THE IMPROPER HANDLING OF THE PRODUCTS. COMEMSO ELECTRONICS IS NOT LIABLE FOR ON-GOING (CONSEQUENTIAL) DAMAGES CAUSED BY DEFECTIVE PRODUCTS UNLESS THE RESULT OF COMEMSO ELECTRONICS' INTENT OR GROSS NEGLIGENCE. COMEMSO ELECTRONICS DISCLAIMS ANY LIABILITY FOR DAMAGE OR MALFUNCTIONS WHICH ARE NOT THE RESULT OF ITS WORK UNDER THIS CONTRACT.

9.7 Unless otherwise agreed, the warranty period is 12 (twelve) months from the date the acceptance protocol was signed in accordance with Section 10 or from the date the PRODUCTS were delivered in accordance with Section 6.1, whichever is earlier. Warranty claims are excluded if they are not asserted within 7 (seven) working days after the expiry of this period. Any measures in response to warranty claims do not extend the original warranty period.



9.8 In the event of a violation of the provisions of Section 7.4, in particular the disclosure of information to third parties or opening/decompiling hardware and software, the right to assert warranty claims is forfeited with immediate effect and without replacement. COMEMSO ELECTRONICS also reserves the right to take further legal action and to claim damages.

9.9 The guarantee continues the rights and obligations of both parties in accordance with the statutory warranty provisions. The guarantee expires without replacement and with immediate effect in the event of a violation of the provisions of Section 7.4. COMEMSO ELECTRONICS also reserves the right to take further legal action and to claim damages.

9.10 Subject to the right to refuse to provide services due to the breaking of the seals in accordance with section 7.4, the customer bears the repair costs resulting before or after a seal break in full in accordance with the estimated costs as stated on COMEMSO ELECTRONICS quotation for the repair of the damage. Since it is not possible to clearly determine whether damage has occurred before or after the seal was broken or the PRODUCT was opened, the customer bears all costs incurred. At least a flat fee of €500 for testing and analysing the PRODUCT shall be invoiced.

9.11 If after returning a PRODUCT, it is evident that it has been partially or fully opened or decompiled or that such an attempt has been made or a seal is broken, none of the expenses will be covered by the guarantee or warranty and will instead be borne by the customer in accordance with the cost estimate prepared by COMEMSO ELECTRONICS. At least a flat fee of €500 for testing and analysing the PRODUCT shall be invoiced. COMEMSO ELECTRONICS reserves the right to retain possession of the PRODUCT until the matter has been clarified. In accordance with section 7.4, the superior right to refuse to provide service due to the breaking of a seal remains unaffected.

## **10. Contract performance**

10.1 Depending on the scope of the project, the contract is considered to have been fulfilled if one of the following events occurs:

- a) COMEMSO ELECTRONICS delivers of the reports and documentation containing the project results, as well as all hardware and software agreed between the customer and COMEMSO ELECTRONICS as stipulated in Section 6.
- b) A formal acceptance test is performed at COMEMSO ELECTRONICS' location.

10.2 The conditions for a formal acceptance test and the guaranteed technical goals to be achieved will be defined in the contract. COMEMSO ELECTRONICS will notify the customer of the acceptance test well in advance, so that the customer has the opportunity to be represented during the testing and to take all necessary precautions. The customer will take all possible measures to allow COMEMSO ELECTRONICS the necessary time (10 working hours) per day for the acceptance or service to be performed. COMEMSO ELECTRONICS is under no obligation to use this time in its entirety; COMEMSO ELECTRONICS is only required to provide the agreed services. A log showing the results of the acceptance test will be drawn up and signed by the authorized representative(s) of COMEMSO ELECTRONICS and the customer. If the customer is not represented, the acceptance log will be forwarded to the customer and deemed accepted as correct. If the guaranteed technical objectives are fulfilled, a certain section of the contract or the entire contract, whichever applies, will be deemed to have been fulfilled.

## **11. Sale and distribution**

In compliance with the following regulations, the customer has the right to resell the PRODUCT to another company ("third-party company"), e.g. an end customer or a service provider, or to pass it on for the provision of services, provided:

- a) The customer has acquired ownership of the PRODUCT by paying the entire invoice amount;

- b) The customer has signed a non-disclosure agreement with the third-party company which contains the same confidentiality obligations listed in Section 7.4 and the applicable information protection agreement between COMEMSO ELECTRONICS and customer; at a minimum, this agreement must correspond to the standard that the customer applies to its own confidential information and products;
- c) The products and services of the third-party company has no direct or indirect competitive relationship with COMEMSO ELECTRONICS;
- d) The customer gives COMEMSO the name of the third-party company before selling the PRODUCT. Contact persons, personal contact details or addresses can optionally be named for clear identification.

COMEMSO ELECTRONICS reserves the right to prohibit the customer from reselling or passing on the PRODUCTS, stating the reasons for such decision.

## **12. Liability**

12.1 COMEMSO ELECTRONICS IS LIABLE FOR DAMAGE ONLY IN THE CASE OF ITS INTENTIONAL OR GROSSLY NEGLIGENT ACTIONS. A CONTINUOUS LIABILITY FOR INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING PROPERTY DAMAGE, LOST PROFITS, OR THE COSTS ASSOCIATED WITH A PRODUCT RECALL IS EXPRESSLY EXCLUDED.

12.2 COMEMSO ELECTRONICS is not subject to any obligations arising from product liability claims. The customer agrees to indemnify and hold COMEMSO ELECTRONICS harmless with respect to all losses, liabilities, damages, and expenses that third parties assert against COMEMSO ELECTRONICS based on product liability claims.

12.3 Recourse claims for products or services that were purchased by the customer to remedy defects or as an alternative/replacement or recourse claims for loss of earnings are excluded, especially if the defect had not been previously reported to COMEMSO ELECTRONICS and a reasonable deadline for remedying the defect had not been set, as well as the intended recourse claims including the estimated amount was not announced in writing to the COMEMSO ELECTRONICS management immediately when the defect occurred.

12.4 The threat of recourse and the associated remedial measures by COMEMSO ELECTRONICS do not automatically lead to a right to recourse if the reasonable deadline is not met.

12.5 Claims for recourse are excluded if the customer is at fault. The customer is responsible for providing evidence to this effect.

12.6 Claims for recourse are excluded as a matter of principle.

12.7 The customer agrees to indemnify and hold COMEMSO ELECTRONICS harmless against third party claims and do everything possible to avert possible damage.

## **13. Force majeure**

If COMEMSO ELECTRONICS or one of its component or system suppliers is affected by a case of force majeure or an event beyond their control (e. g. war, terrorist attacks, natural disasters, diseases, government intervention or prohibitions, energy or raw material shortages, strikes, internal unrest, tense political situation, transport damage or delays), COMEMSO ELECTRONICS is entitled to postpone the delivery time specified in the offer provided it notifies the customer within 10 (ten) days.

#### **14. Early termination, termination without notice**

14.1 Either party may terminate the contract with immediate effect by giving written notice if one of the following conditions is met:

- a) the other party ceases to make payments, or it or one of its creditors applies to open insolvency proceedings against its assets;
- b) the other party dissolves itself in whole or in part;
- c) there is a significant breach of contract by the other party without no remedy within 60 days of receiving a written warning;
- d) an event caused by force majeure lasts more than six months.

14.2 In addition to the circumstances mentioned in Section 14.1, COMEMSO ELECTRONICS may terminate the contract immediately in writing if

- a) the delivery or service becomes impossible for reasons for which the customer is responsible or is delayed for such reasons by more than a reasonable grace period set in writing by COMEMSO ELECTRONICS to the customer;
- b) the financial situation of the customer has deteriorated significantly after the signing of the contract and the customer is unwilling or unable to provide adequate security for the fulfilment of its financial obligations;
- c) the customer's payments are not received on the due date or within a reasonable grace period granted in writing, although COMEMSO ELECTRONICS has fulfilled its contractual obligations;
- d) the client's shareholder structure changes in such a way that has a significant impact on the interests of COMEMSO ELECTRONICS;
- e) COMEMSO ELECTRONICS has reasonable grounds to believe that its delivery of the PRODUCTS or a delivery by one of its affiliates or the provision of any other contractual service is in breach of sanctions, prohibitions, or other restrictions based on United Nations resolutions or the laws and regulations of the European Union, the Federal Republic of Germany, or some other state if applicable for COMEMSO ELECTRONICS or one of its affiliates;
- f) after the contract is signed, COMEMSO ELECTRONICS' PRODUCTS become subject to the restrictions set forth in the EC Dual-Use Regulation No. 428/2009 in the currently applicable version and COMEMSO ELECTRONICS is unable to obtain an export licence in accordance with the same;
- g) there is a breach of an applicable information protection agreement and in particular a breach of the provisions specified in Sections 7.4 and/or 9.4.

14.3 In the event of an early termination of the contract, all (partial) services that COMEMSO ELECTRONICS has already performed will be billed in accordance with the contractual provisions; the customer shall pay for them accordingly. This also applies to deliveries and services that have not yet been accepted by the customer, as well as for any preparatory work that COMEMSO ELECTRONICS has already performed. All other consequences resulting from an early termination of the contract are excluded.

14.4 COMEMSO ELECTRONICS may terminate the contract without notice in the event of a breach of the provisions in Section 7.4.

#### **15. Applicable law and jurisdiction**

15.1 This agreement is subject to German law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15.2 The place of jurisdiction for all disputes arising from the contract between COMEMSO ELECTRONICS and the customer is the court responsible for the COMEMSO ELECTRONICS' registered offices in Stuttgart, Germany. However, COMEMSO ELECTRONICS has the right to assert claims before the court that is responsible for the registered office or branch of the customer.

## **16. Other provisions**

COMEMSO ELECTRONICS reserves the right to make use of other statutory rights, claims for compensation, or compensation for wasted effort in addition to the provisions set forth herein.

## **17. Compliance and social responsibility**

COMEMSO ELECTRONICS supports and respects the protection of internationally recognized human rights and endeavours to comply with all applicable laws and regulations. COMEMSO ELECTRONICS has implemented a code of conduct for its employees based on the principles of integrity and fairness and also expects its customers, suppliers and their subcontractors to comply with the regulations for the protection of internationally recognized human rights, all applicable laws and regulations, and the same underlying principles.

Therefore, all COMEMSO ELECTRONICS customers and suppliers agree to comply with the laws of the applicable legal systems relevant to this contractual relationship, in particular:

- a respect for fundamental and human rights,
- a prohibition of child and forced labour
- compliance with the statutory minimum wages and social benefits that are usually prescribed in the particular sector,
- compliance with the working hours prescribed by law or applicable sector or other standards,
- meeting the applicable laws and regulations on freedom of association and the right to collective bargaining,
- prohibition of discrimination on the grounds of race or on the basis of ethnic origin, gender, religion or belief, disability, age, or sexual identity,
- compliance with occupational safety and health requirements,
- responsibility for the environment and compliance with the applicable environmental protection regulations,
- compliance with anti-corruption regulations and the prohibition not to participate actively or passively, directly or indirectly in any form of financial bribery or other intangible perquisites,
- compliance with the legal data protection regulations applicable in the customer's country,
- compliance with the applicable competition and antitrust laws, in particular the prohibition of agreements that restrict competition.

Suppliers will also not use "Conflict Minerals" as defined by Section 1502 of the US Dodd-Frank Act, which originate from the Democratic Republic of the Congo or a neighbouring state. If tin, tantalum, tungsten, or gold are contained in the goods supplied, the supplier must upon request provide all necessary documents that demonstrate the legal conformity of the entire supply chain. The customer must take appropriate measures to ensure conflict-free procurement.

Due diligence measures can include the following:

- Communicate expectations to suppliers regarding a conflict-free supply chain for minerals and include them in contracts (as far as possible)
- Identify and assess risks in the supply chain
- Design and implement a strategy to respond to identified risks
- Check compliance of direct suppliers with the DRC directive for conflict-free products etc.

These examples of due diligence measures are consistent with the guidelines contained in the internationally recognized OECD guidelines.

END.