

General Terms & Conditions of Business of Picavi GmbH

1. General provisions – scope of application

1.1 These General Terms & Conditions apply to all deliveries of hardware and software as well as to all services that Picavi GmbH (hereinafter referred to as “Picavi”) provides in connection herewith, if and to the extent that the contracting parties do not contractually and expressly agree otherwise.

1.2 These General Terms & Conditions contain general rules that also apply to and supplement the software license terms. In the event of contradictions between these General Terms & Conditions and the software license terms, the latter shall take precedence.

1.3 These General Terms & Conditions shall apply exclusively; any conditions contrary to or deviating from these General Terms & Conditions and any conditions of the Customer will not be acknowledged by Picavi unless Picavi expressly agrees to their validity in writing. These General Terms & Conditions shall also apply even in the event that Picavi provides delivery or service to the Customer without stated reservations, notwithstanding knowledge of contrary or differing general business conditions of the customer.

1.4 These General Terms & Conditions apply only to contractors, legal persons under public law and special legal entities in the public sector.

1.5 These General Terms & Conditions also apply to all future deliveries and services to the Customer.

2. Offer, conclusion and the terms of the contract

2.1 The offers made by Picavi are subject to change and are not binding. A contract shall only be deemed concluded upon receipt of written, faxed or electronic confirmation of order by Picavi. A contract shall also be deemed concluded if Picavi undertakes delivery or performance upon placement of the order without a separate confirmation.

2.2 Picavi is entitled at any time to change deliveries or services with effect for the future; however, Picavi is not obligated to apply such changes to deliveries or services that have already taken place provided that the parties have not agreed otherwise, for example in a software maintenance contract.

2.3 Drawings, illustrations, dimensions, weights or other performance data shall only be binding if expressly agreed.

2.4 The legal relationship between Picavi and the Customer is governed solely by the written Contract including these General Terms & Conditions. This fully reflects all understandings between the contracting
General Terms & Conditions of Picavi GmbH 2018-05-08

parties concerning the subject matter of the agreement. Oral representations made by Picavi prior to the conclusion of this Contract are not legally binding and shall be replaced, along with any other oral agreements between the parties, by the written agreement, unless the terms of the Contract expressly stipulate that such prevailing conditions shall continue to apply.

2.5 Picavi cannot be held responsible for any public statements made by manufacturers, their employees or agents unless such statements are demonstrably proven to have been made at Picavi's instigation and the customer's decision to buy has actually been influenced by these statements.

2.6 Any consultation provided by Picavi to the Customer requires the express conclusion of an agreement to that effect.

2.7 The Customer bears the full responsibility for the completeness and accuracy of the specifications and information it supplies, as well as for all items it makes available.

2.8 Picavi is entitled to make use of deliveries and services of subcontractors.

3. Time of delivery and partial delivery

3.1 Delivery dates or delivery deadlines, which may be agreed upon as either binding or non-binding, must be specified in writing. The commencement of the delivery time as indicated by Picavi pre-supposes the clarification of all technical questions. Picavi's compliance with the delivery obligation further requires the timely and proper fulfilment of the obligations of the Customer. The defence of non-performance of the Contract shall remain reserved.

3.2 If an agreed delivery date is exceeded due to circumstances for which Picavi is responsible, the Customer must provide Picavi a reasonable subsequent extension of the deadline in writing. This period shall be at least two weeks. If performance does not take place after expiration of the extension and the Customer seeks to withdraw from the Contract or to claim damages instead of performance for this reason, the Customer is obligated to provide Picavi prior notification in writing with an explicit request for performance that provides a further reasonable additional extension of the deadline. The Customer is obliged upon request by Picavi to declare within a reasonable period of time whether, due to performance delay, it intends to withdraw from the Contract, claim damages instead of performance, or intends to accept the performance.

3.3 In the event that an agreed delivery date is exceeded due to circumstances for which Picavi is not responsible, and Picavi, despite a reasonably maintained stock either does not deliver, or does not meet delivery requirements in a timely or correct manner, the deadline for performance shall be extended for a

reasonable period of time. If Picavi informs the Customer in a timely manner about the impediment to performance, and this impediment to performance is not merely temporary, Picavi is entitled to rescind the Contract either in full or in part with regard to that part of the Contract that has not yet been performed.

3.4 In the event that Picavi is responsible for a breach of obligation that is neither intentional nor grossly negligent, and is liable for damages, any claim to damages to which the Customer is entitled shall be limited to a maximum of 5% of the value of the partial or total delivery or performance to the extent that the delay or non-delivery precludes its timely or contractual use.

3.5 Any withdrawal from the Contract shall be effected by means of a written statement.

3.6 Partial deliveries are permissible within a reasonable extent for the Customer.

3.7 The provisions contained in sections 3.1 to 3.6 are valid for all services performed by Picavi.

3.8 In the event that Picavi (i) awaits cooperation or information from the Customer, or (ii) Picavi is impeded in its services either due to strikes or lockouts by third-party companies, or due to government intervention, legal prohibitions or other circumstances that are not its fault ("force majeure"), the delivery and performance periods shall be extended for the duration of the hindrance plus a reasonable time after the end of the hindrance ("downtime"), and any delay for the duration of the downtime shall not constitute a breach of duty. Picavi will inform the Customer about such impediments and their foreseeable duration without delay. In the event that force majeure lasts continuously for more than 3 months, both parties are released from their performance obligations.

4. Prices and payment terms

4.1 Unless the Contract provides otherwise, the prices of Picavi "EXW Herzogenrath" shall apply (Incoterms 2010). Unless otherwise expressly agreed in the Contract, packing and shipping costs as well as costs for installation, parameterization, instruction, training and other services shall be invoiced separately.

4.2 Picavi's prices do not include statutory VAT. The VAT is stated in the invoice separately at the applicable rate at the date of the invoice.

4.3 Payment is due, absent any other express agreement, immediately upon receipt of the invoice without deductions. Bills of exchange and cheque payments are subject to express consent by Picavi.

4.4 In the event that the Customer defaults on payment to Picavi including with regard to previous deliveries, or Picavi becomes aware of any circumstances that, according to its best commercial judgement, indicate a major deterioration of the financial situation of the Customer, Picavi shall be entitled, at its option, to demand immediate payment or collateral from the Customer.

4.5 The Customer shall only be entitled to offset if its claims if these have been legally established, are undisputed or are recognized by Picavi. The exercise of a right of retention by the Customer due to counter-claims based on other conditions of Contract is excluded.

5. Delivery and transfer of risk

5.1 Unless the Contract provides otherwise, delivery per “EXW Herzogenrath” (Incoterms 2010) is agreed. The shipment is carried out at the expense and risk of the Customer.

5.2 Picavi will deliver the software as per its own choice either by (i) providing the customer with a copy of the software program on machine-readable data carriers as well as the contractually agreed number of copies of the user manual or the user manual in electronic form, or (ii) making the software and/or user manual available in electronic form via a network and informing the Customer about access details. In the case of transfer of the user manual in electronic form, the Customer will receive the user manual on either the same data carrier as the copy of the software program or on a separate data carrier, or Picavi will provide the user manual via a network and inform the Customer about access details.

5.3 If the software and/or user manual are provided as a download via a network, Picavi will bear the costs for making these available within the network while the Customer will bear the costs for the download.

6. Retention of ownership title

6.1 Picavi shall retain ownership title to the delivered items until the complete settlement of all payment claims as well as any other existing claims arising from the ongoing business relationship with the Customer. Retention of title shall also include the acknowledged balance to the extent Picavi that enters the claims against the Customer in its current account.

6.2 The Customer is obliged to handle items delivered with care. In particular, the Customer is obliged to insure all items at its own cost against fire, water and theft damages to assure adequate replacement value.

6.3 In the case of seizure or other interventions by third parties, the Customer must notify Picavi immediately and in writing so that Picavi may file a claim pursuant to § 771 ZPO (German Code of Civil Procedure). To the extent that the third party is unable to reimburse Picavi for the judicial and extra-judicial costs of an action per § 771 ZPO, the Customer is liable for the cost of any losses incurred by Picavi.

6.4 In the event of a breach of duty by the Customer, in particular in the case of default or delayed payment, following the expiration of a reasonable deadline for performance granted to the Customer, Picavi is entitled to withdraw from the Contract and to recover any items the Customer acquired; this shall be without prejudice to the legal provisions stipulating that no deadline needs to be fixed.

6.5 Picavi hereby undertakes to release the collateral to which it is entitled upon request by the Customer, to the extent that the realizable value of its collateral exceeds the secured unpaid claims by more than 10%. The release is subject to Picavi's discretion.

7. Customer cooperation and information obligations

7.1 The Customer shall provide Picavi free of charge with all information and documentation deemed necessary by Picavi for the implementation of contractual deliveries and services.

7.2 The Customer shall appoint a knowledgeable contact person for Picavi, who will be freely available for information and questions. This contact person shall be authorized to make any statements that are necessary as interim decisions for the furtherance of the Contract. The Customer shall ensure that decisions, information or materials necessary for the fulfilment of the Contract by Picavi shall be provided or delivered promptly.

7.3 The Customer has been informed of the essential features of Picavi's contractual deliveries and services, in particular the software, and bears the risk as to whether these correspond to the Customer's wishes and needs; in case of doubt regarding the features of the contractual items, the Customer shall obtain further information from Picavi.

7.4. The establishment of a functional hardware and software environment of sufficient dimensions, in particular in view of the additional load caused by the contractual items, is the sole responsibility of the Customer.

7.5 The Customer shall thoroughly test the contractual items, the supplied software in particular, before implementation to verify whether they are free of errors and usable under the existing hardware and software configuration. This also applies to software that the Customer receives within the framework of warranty and maintenance.

7.6 The Customer shall follow all instructions provided by Picavi for the installation and operation of the software; the customer shall regularly and on a reasonable basis keep abreast of the latest information made available on the accessible webpages at the website www.picavi.com, taking this into account in all operations.

7.7 Should Picavi perform any activities on the premises of the Customer, the Customer shall within reasonable limits make timely and appropriate accommodations. In such case, the Customer shall provide Picavi with an appropriate and suitable working environment at the Customer's own expense so that Picavi can freely carry out its contractual services.

7.8 The Customer shall provide Picavi with troubleshooting access to the contractual items, either via remote data transmission and/or directly, at Picavi's discretion. Picavi is entitled to verify whether the contractual items are being used in accordance with the provisions of this Contract. For this purpose, the Customer shall provide information upon Picavi's request, in particular on the time period and extent of use of the contractual items, as well as access to the books, documentation, and Customer hardware and software. Picavi shall be granted access and entry to the premises of the Customer during the usual business hours for this purpose.

7.9 The Customer undertakes as an essential contractual obligation the regular back-up of data and programs in an adequately usable form, at least once a day, in machine-readable format, thereby ensuring that the data and programs can be restored with reasonable effort.

7.10 Absent express notification in advance by the Customer, Picavi will assume that all Customer data that Picavi can access has been backed up.

7.11 The Customer shall bear any additional costs or other disadvantages arising from a breach of its obligations under this Section 7.

8. Warranty for material and legal defects, maintenance

8.1 Picavi warrants the contractual quality of the contractual items per statutory regulations, and that the use of said items by the Customer as set out in the Contract will not violate any third-party rights. The warranty that usage of the contractual items will not violate third-party rights is only valid for the destination country in which the items are to be used, as agreed between the parties. Unless otherwise expressly agreed, the warranty applies for the country in which the Customer has established its business.

8.2 In the case of material defects, Picavi shall initially fulfil its warranty obligation through supplementary performance. For supplementary performance with regard to software, Picavi shall at its discretion

provide the Customer with new, defect-free software or a remedy of the defect; remedy of defect is also constituted by Picavi showing the Customer reasonable and effective ways to avoid the effects of the defect.

8.3 In the case of defects of title, Picavi shall likewise initially fulfil its warranty obligation through supplementary performance. To this end, Picavi shall at its discretion provide the Customer with either a legally sound means for using the contractual items, or a replaced or modified equivalent of the contractual items.

8.4 Picavi is entitled to make supplementary performance contingent upon the Customer's payment of at least a reasonable part of the remuneration due.

8.5 The Customer is obligated to install new software versions if the contractual scope of features is in accordance with the Contract and the change does not lead to significant disadvantages.

8.6 In the event that two separate attempts at supplementary performance fail, the Customer is entitled to set a reasonable deadline for the remedy of defects. The Customer must expressly indicate in writing that it reserves the right upon failure of another attempt at supplementary performance to either withdraw from the Contract and/or make a claim for damages.

If the rectification of defects during the grace period fails, the Customer may withdraw from the Contract or reduce payment, except in case of a minor defect. Picavi shall pay damages or reimburse futile expenditures caused by defects within the framework of the limits laid down in Section 9. Upon expiration of the deadline as set forth in sentence 1, Picavi can demand that the Customer exercise its rights arising from expiration of the deadline within two weeks after submitting its demand. After expiration of the deadline, the right to choose transfers over to Picavi.

8.7 If Picavi provides services during the troubleshooting or rectification without being so obliged, Picavi may charge for such services at its usual rates. This applies in particular when a defect is not detectable or is not attributable to Picavi. Compensation is also due when expenditures are borne by Picavi and the Customer has not fulfilled its obligations in accordance with Section 7.

8.8 The Customer must notify Picavi immediately, in writing and in detail, of any third-party claims that prevent the Customer from exercising the rights granted under the Contract. The Customer hereby authorizes Picavi for all actions against third parties, both in court and extra-judicially. If the Customer is subject to legal action either in court or extra-judicially, the Customer agrees to liaise and coordinate with Picavi, undertaking any procedural measures, in particular admissions or settlements, only with Picavi's

prior consent. The Customer shall support Picavi in its in court or extra-judicial measures by providing the appropriate assistance and information.

Picavi is obliged to defend itself against claims at its own expense and to release the Customer from all related costs and damages, unless such are based on faults attributable to the Customer. Picavi is also entitled, at its discretion, to either settle third-party claims or to exchange for the relevant performance an equivalent performance in keeping with the contractual terms, taking into consideration the reasonable interests of the Customer.

8.9 The Customer may only assert claims arising from other breaches of duty by Picavi where such claims are notified to Picavi in writing and Picavi is granted a grace period to remedy such breaches. This shall not apply where the nature of the breach precludes remedial action. Damages or reimbursement of expenses shall be subject to the limits laid down in Section 9.

8.10 The period of limitation for any claims arising from defects (with the exception of claims for damages or reimbursement of expenses for which Section 9 applies) is two years. This does not apply to the delivery of hardware, which is subject to a limitation period of one year. For the delivery of used hardware, claims for defects are subject to a period of limitation of six months. The limitation periods begin with the date of delivery of the contractual items. Statutory limitation periods shall apply if Picavi has fraudulently concealed the defect.

8.11 The Parties may conclude a separate maintenance contract for the software.

9. Liability for damages and reimbursement of expenses

9.1 Picavi is liable in accordance with statutory provisions for damages that have been caused intentionally or by gross negligence, that are due to the absence of a guaranteed characteristic of the services, that are due to a culpable violation of essential contractual obligations (so-called cardinal obligations), that result from any injury to life, body or health that has been culpably caused, or for which provision is made under the Product Liability Act.

9.2 Cardinal obligations are such contractual obligations whose fulfilment is vital to the proper fulfilment of the Contract, and upon which the Customer may reasonably rely. The breach of such obligations would jeopardize fulfilment of the purpose of the Contract.

9.3 In the event of violation of a cardinal obligation, liability shall be limited – to the extent that the damage arises from ordinary or minor negligence and does not concern life, body or health – to such losses or damages that are typical or foreseeable for the type of contractual services provided here.

9.4 All other liability is excluded for both Picavi and its assistants and agents regardless of its legal basis.

9.5 Picavi shall be liable for Customer damages resulting from the loss of data or programs only to the extent that the damage would have been unavoidable despite a backup of all relevant data and programs by the Customer as described in Section 7.9.

9.6 Picavi's rights to defence from claims of contributory negligence (such as set forth in Section 7) remain unaffected.

9.7 The limitation period shall apply in accordance with Section 8.10, with the proviso that for claims under Section 9.1, the statutory period of limitation shall apply. The period of limitation in accordance with sentence 1 begins with the specific point in time as set forth in § 199 para. 1 BGB (Civil Code). The period of limitation enters into force no later than the expiration of the deadlines set forth in § 199, para. 3 and 4 BGB.

10. Acceptance

If an acceptance by the Customer is required, items delivered are deemed as accepted as long as

- the delivery and, in case Picavi is responsible for the installation, the installation are completed and
- Picavi has notified the Customer referring to the assumed acceptance based on the provisions of this Contract and has requested Customer's acceptance or
- 14 working days have passed since delivery or installation or the Customer has started using the delivered items (e. g. has put the delivered hardware and software into operation) and – in this case – 6 working days have passed since delivery and installation or
- the Customer has failed to grant acceptance during this period due to another reason than a defect notified to Picavi, which renders the delivered items impossible to use.

11. Data Protection

- The protection of personal data which the customer transfers to Picavi in the context of contract initiation and/or performance is very important for Picavi. Therefore, with the collection, processing and use thereof, Picavi strictly complies with the legal regulations of the German Federal

Data Protection Act (Bundesdatenschutzgesetz) and the German Telemedia Act (Telemediengesetz).

- In other respects, we refer to the attached Notes on Data Processing.

12. Final provisions

12.1 The place of fulfilment for delivery, performance and payment is Picavi's place of business.

12.2 If the Customer is a merchant, the place of jurisdiction shall be Picavi's place of business. Picavi is additionally authorized to sue or further institute legal proceedings of any nature against the Customer at the Customer's place of business.

12.3 Applicable law is the law of the Federal Republic of Germany. The terms of the UN Sales Convention shall not apply.

12.4 These terms and conditions and the Contract associated with them represent the entire agreement between the contracting parties. Any changes or additions must be made in writing in accordance with § 126 BGB. Waiver of this requirement of written form may also only be done via written agreement. Additionally, where this Contract requires written form, a text form per § 126 b BGB (for example fax or email) shall suffice.

12.5 If any provision of this Contract is or becomes invalid in part or in whole, or contains an impermissible deadline provision or omission, this shall not affect the legal validity of the remaining provisions. Insofar as the invalidity does not arise from a violation of §§ 305 ff. BGB (validity of standard business terms), any invalid provision is deemed replaced by a valid provision that most closely approximates the parties' intentions. The same applies for the case of an omission. In the event of an impermissible deadline, the legally permissible deadline shall apply.

Notes on Data Processing

1. Name and Contact Data of the Data Processing Controller as well as the Company Data Protection Officer

This Data Protection notice applies for data processing by:

Data Processing Controller:

Picavi GmbH

represented by the Managing Director, Mr. Jens Harig

Kaiserstrasse 100

52134 Herzogenrath

(hereinafter referred to as: Picavi),

E-mail: info@picavi.com

Telephone: +49 24 07 55 29 6 – 0

Fax: +49 24 07 55 29 6 – 90

Picavi's External Data Protection Officer can be contacted at the address Herrn Dipl.-Ing. Thomas Käfer M.Sc., Elchenrather Weide 20, 52146 Würselen, Germany or under datenschutzbeauftragter@picavi.com.

2. Collection and Storage of Personal Data as well as the Type, Purpose and Use Thereof

When you place an order with us, we collect the following information:

- Title, first name, surname,
- a valid e-mail address,
- address,
- telephone number (landline and/or mobile)
- Information which is required to process your order.

The collection of this data is undertaken

- to be able to identify you as our customer;
- to be able to provide you with proper advice and render our services;
- for correspondence with you;
- for invoicing;
- for the processing of possibly existing liability claims as well as the making of any claims against you;

Data processing is undertaken in response to your inquiry and is necessary according to Art. 6, para. 1, lit. b GDPR for the named purposes for proper processing of the contract and for the reciprocal performance of obligations from the contract.

The personal data collected by us for the contract is stored until expiration of the statutory statute of limitations period and thereafter deleted except in cases in which we are obligated to a longer storage period according to Art. 6, para. 1, lit. c GDPR due to tax and commercial law retention and documentation obligations (from the German Commercial Code (*Handelsgesetzbuch, HGB*), Criminal Code (*Strafgesetzbuch, StGB*) or Tax Code (*Abgabeordnung, AO*)) or you have consented to storage beyond said time period according to Art. 6, para. 1, lit. a GDPR.

3. Transfer of Data to Third Parties

No transmission of your personal data to third parties shall take place other than for the purposes listed in the following.

Insofar as, according to Art. 6, para. 1, lit. b GDPR, such is necessary for the processing of contracts with you, your personal data shall be transmitted to third parties. Included herein is, in particular, transmission to suppliers, subcontractors or payment service providers. The transmitted data may be used by the third parties exclusively for the stated purposes.

4. Rights of Persons Affected

You have the right:

- according to Art. 7, para. 3 GDPR, to revoke your consent once given to us at any time. This has the consequence that we may no longer continue data processing in the future which based on said consent;
- according to Art. 15 GDPR, to obtain information related to your personal data processed by us. In particular, you can obtain information related to the purposes of the processing,

categories of personal data, categories of recipients to whom the personal data have been or will be disclosed, the envisaged period for which the personal data will be stored, the existence of the right to request correction, deletion, restriction of processing or objection or the right to lodge a complaint, where the personal data are not collected by us, information as to their source, as well as regarding the existence of automated decision-making including profiling and, where applicable, meaningful information to the details thereof;

- according to Art. 16 GDPR, to obtain without undue delay the correction of your inaccurate personal data or to have incomplete personal data completed which is stored with us;
- according to Art. 17 GDPR, to obtain the deletion of your personal data stored with us insofar as the processing is not necessary for exercising the right of freedom of expression and information, for compliance with a legal obligation, for reasons of public interest or for the establishment, exercise or defence of legal claims;
- according to Art. 18 GDPR, to obtain restriction of the processing of your personal data insofar as the accuracy of the personal data is contested by you, the processing is unlawful, you oppose the deletion of the personal data and we no longer require the data, you require such however for the establishment, exercise or defence of legal claims or you have filed an objection to processing according to Art. 21 GDPR;
- according to Art. 20 GDPR, to receive the personal data provided by you to us in a structured, commonly used and machine-readable format and have the right to transmit this data to another controller; and
- according to Art. 77 GDPR, to lodge a complaint with a supervisory authority. As a rule, in this respect you can contact the supervisory authority of your habitual residence, place of work or place of our company seat.

5. Right to Object

Insofar as your personal data is processed on the basis of legitimate interests according to Art. 6, para. 1, lit. f GDPR, you have the right to file an objection according to Art. 21 GDPR against the processing of your personal data, insofar as reasons exist relating to your particular situation or the objection is against direct marketing. In the latter case, you have a general right to object that shall be implemented by us without statement of a particular situation.

If you would like to exercise your right of objection, an e-mail addressed to datschutzbeauftragter@picavi.com shall suffice.

Last updated: 09 October 2018

The German version is the authoritative version, and this English translation is intended for reference purposes only. In the event of discrepancies between the English and German version of the respective terms and conditions, the German version will prevail.