

General Terms and Conditions of Business and Delivery of LT-Net Europe GmbH

(Status: August 2023)

I. Scope of Application

1. Our offers are directed exclusively at entrepreneurs within the meaning of § 14 BGB (German Civil Code). All our offers to entrepreneurs are based on the following terms and conditions (hereinafter: GTC) in their current version. These shall apply even if our GTC are not expressly agreed in future contracts.
2. An entrepreneur is any natural or legal person or partnership who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.
3. We expressly object to any conflicting or supplementary general terms and conditions of the Customer. Agreements deviating from or supplementing our GTC require our express consent in text form (§ 126 b BGB) to become effective and do not apply to follow-up orders.

II. Offer/Conclusion of the Contract

1. Our offers are subject to confirmation unless they are expressly marked as binding. By placing an order, the Customer makes a binding offer to conclude a purchase contract. The contract shall become effective upon our confirmation of the order in writing only (text form in accordance with 126 b BGB is sufficient)
2. In the case of custom-made products, the Customer is responsible for the correct specification of dimensions, drawings, details of designs and colour schemes. We do not check or advise in this respect. We accept no liability for incorrect information provided by the Customer.
3. We expressly reserve our ownership and copyright to all bidding documents, including samples and drawings. These serve exclusively the purpose of the contract between us and the Customer and may only be made accessible to third parties with our prior express consent. All bidding documents, samples and drawings must be returned to us or destroyed at our request, whereby the destruction must be confirmed to us in writing.
4. If customized tools or devices are produced at the request of the Customer, the costs incurred for this shall be invoiced to the Customer on a agreed pro rata basis. The production of customized tools as well as the production of sample pieces (hereinafter "set-up costs") are subject to prior payment of the agreed share in set-up costs to be borne by Customer. All tools specially made for the order of the Customer shall remain our property. If we have agreed with Customer on a reimbursement of tool costs depending on certain order quantities (amortisation), the respective agreed reimbursement share shall refer to our net invoice amount. Should the Customer remain below the order quantities required for a complete amortisation of its pro rata tool costs in an agreed timeframe, any further claim for reimbursement of tool costs shall lapse.

III. Delivery

1. The delivery periods as confirmed by us shall apply. The beginning of the delivery period requires the due submission of all documents to be provided by Customer, release of plans and samples as well as payment of all agreed advance payments and sample costs.
2. Compliance with the delivery deadline is subject to correct and timely self-supply, provided that we have concluded a specific hedging transaction with a reliable supplier in good time and manner. If a delay in delivery becomes apparent, we shall inform Customer of this and, if we therefore wish to withdraw the contract, we shall exercise the right of withdrawal without undue delay. Customer shall also have a right of withdrawal as a result of this

information and shall declare this without undue delay. In the event of withdrawal, we shall immediately reimburse Customer for any consideration paid for the part of the delivery which is affected by the withdrawal.

3. In the event that we are prevented from delivering due to force majeure, we shall be released from our delivery obligation for the duration and to the extent of its effect and the delivery period shall be extended accordingly. We shall notify Customer immediately of the occurrence and cessation of force majeure. Force majeure shall be deemed to be any event beyond our control occurring at our premises or those of our suppliers which prevents us from fulfilling our obligations in whole or in part, such as fire damage, floods, strikes and lawful lock-outs, operational disruptions and official decrees for which we or one of our suppliers is not responsible, pandemics and armed conflicts. Should the force majeure last for more than 6 weeks since the agreed delivery date, we and also the Customer are entitled to withdraw from the ordered deliveries affected by this. Payments made for affected deliveries will be refunded to the Customer without delay.
4. Unless otherwise agreed, delivery shall be ex works. Shipment shall be at the expense and risk of the Customer. We shall select the carrier according to our best judgement, whereby we do not assume any guarantee for the most favourable freight.
5. We are entitled to make partial deliveries to an extent that is reasonable for the Customer. If partial deliveries are agreed, each partial delivery shall be deemed to be a separate legal transaction and shall not be affected by further partial deliveries, unless otherwise agreed.
6. In the case of custom-made products that are not part of our product range, deviations from the order quantity may occur for production-related reasons. Excess or short quantities of up to 10% therefore constitute contractual fulfilment of the delivery obligation, unless expressly agreed otherwise. In case of any deviation from order quantity, the actual delivery quantity will be invoiced.
7. Customer is obliged to accept the goods on the agreed dates. If Customer is in default of acceptance or if the shipment is postponed beyond the originally agreed delivery dates at the Customer's request, we may demand storage charges of 2% of the invoice amount per month or part thereof, but no more than 5%, for the time after notification that the goods are ready for shipment. Customer is entitled to reduce this amount by providing evidence that we have only suffered a lesser loss. For our part, we are entitled to prove that we have incurred a higher loss due to the extended storage period and to charge the Customer the higher amount.
8. Unless otherwise agreed, in case of delivery on demand, Customer shall take delivery of the entire order quantity within 12 months of conclusion of the contract. Individual call-off orders shall be placed by Customer in text form no later than four weeks before respective desired dispatch date. If more than 20 % of the total delivery quantity is called off for dispatch within a period of one month, the delivery time shall be extended appropriately.

IV. Prices/Payments/Price Adjustment

1. All prices quoted by us are net prices and do not include the value added tax valid on the day of invoicing. Invoice amounts are due for payment 30 days after invoicing. Any costs incurred for the transfer shall be borne by the Customer. Reasonable packaging costs will be charged additionally in the amount incurred.
2. Offsetting is only permissible with counterclaims recognised by us or legally enforceable.
3. The Customer shall be in default of payment 30 days after proper invoicing without the need for a reminder. If the Customer is in default of payment, we shall be entitled to demand advance payment before making further deliveries to the Customer and to make further deliveries dependent on payment of the price agreed for the (partial) delivery in each case; in all other respects, the statutory regulations shall apply.
4. The price agreed with the Customer is based on the prices for material, energy and prices of suppliers valid at the time of conclusion of the contract. If and insofar as our service/delivery is provided in accordance with the contract later than six weeks after conclusion of the contract and the prices of our suppliers increase by the time of delivery, we shall be entitled to adjust our prices accordingly vis-à-vis the Customer, stating the price increase that has occurred and giving 14 days' notice before delivery. Price reductions are to be passed on to the Customer according to the same principles. If the total price increases

by more than 10 % within one year according to these principles, the Customer may terminate the contract with a notice period of 10 days for future deliveries.

V. Warranty

- 1 We do not assume any warranty for goods which are provided to us by the Customer or which we acquire at the request of the Customer and in accordance with the Customer's instructions from a company named by the Customer for the purpose of carrying out the production/delivery to the Customer.
2. Furthermore, we do not assume any warranty for natural wear and tear as well as for damage caused after the transfer of risk by faulty use not to be assumed as usual by the purpose of the contract.
3. The Customer shall comply with the statutory obligation to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). The goods are to be inspected by the Customer without delay; recognisable defects are to be notified to us by the Customer without delay - hidden defects without delay after their discovery. Otherwise, the goods shall be deemed to have been approved. Defective goods shall be made available to us by the Customer without delay for inspection/collection at its registered office or returned to us on request against prior reimbursement of the return costs.
- 4- In the event of defects and timely notification of defects, we shall, at our discretion, provide warranty by rectification of defects or supplementary delivery (together "rectification"). If the rectification fails, the statutory provisions shall apply. A rectification of shall be deemed to have failed after the second unsuccessful attempt of rectification. Increased costs incurred in the course of rectification due to the fact that the goods are taken to a place other than the agreed place of delivery shall be borne by the Customer. We are entitled to demand payment of the additional costs incurred by this from the Customer before commencing any rectification.
5. in the event of a defect, the Customer shall not be entitled to a right of retention insofar as the retention is not in reasonable proportion to the defect and the anticipated costs for rectification.
6. The limitation period for claims due to defects - irrespective of the legal grounds - is one year from delivery. The shortening of the period shall not apply if we have acted intentionally, have fraudulently concealed the defect or have assumed a guarantee which covers the defect occurred.

VI. Liability for Damages/Reimbursement of Expenses

1. We shall pay damages including reimbursement of expenses (damages in addition to performance and damages in lieu of performance), irrespective of the legal grounds (in particular due to defects, breach of duties arising from the contractual obligation, delayed delivery or tort) exclusively in accordance with the following provisions:
 - Insofar as the damage was caused by us through slight negligence, we shall only be liable in the event of a breach of a contractual obligation, compliance with which is of particular importance for achieving the purpose of the contract and compliance with which the Customer could rely on ("cardinal obligations). In this case, our liability is limited to the amount of the damage that is typically associated with the purpose of the contract and is foreseeable.
 - We shall be liable to the Customer without limitation for damage to life, limb and health, for damage for which we are liable under the Product Liability Act, and for all damage based on intentional or grossly negligent breaches of contract and fraudulent intent on the part of our legal representatives or our vicarious agents.
2. In all other cases, liability for damages and expenses incurred is excluded.
3. The above limitations of liability shall also apply in favour of our legal representatives and vicarious agents.

VII. Retention of title

1. The delivered goods remain our property (goods subject to retention of title) until all our claims against the Customer arising from our business relationship have been fulfilled.
2. Our goods subject to retention of title are to be stored by the Customer with the care of a prudent businessman, separately and marked as our property.

3. The Customer is permitted to sell, process or transform the delivery item in the ordinary course of business. Any processing or transformation of the goods subject to retention of title shall be carried out on our behalf. However, if the value of our reserved goods is less than the value of the goods not belonging to us and/or the value of the processing, we shall acquire co-ownership of the new goods in the ratio of the value (gross invoice value) of the processed reserved goods to the value of the other processed goods and/or the value of the processing at the time of processing. The above sentence shall apply accordingly in the event of inseparable combination of the goods subject to retention of title with goods not belonging to us. Insofar as we have acquired ownership or co-ownership of goods hereunder, the Customer shall keep the new goods for us with the due care of a prudent businessman.
4. The Customer is entitled to sell the goods subject to retention of title - if necessary, also after their processing/combination together with goods not belonging to us. The Customer assigns the claims arising from the resale together with all ancillary rights to us by way of security without the need for any further specific declarations. However, the assignment shall only apply to the amount corresponding to the gross price of the delivery item invoiced by us. The claim assigned to us shall be satisfied with priority.
5. Until revoked, the Customer is entitled to collect the claims assigned to us. In the event of justified interests, in particular in the event of default in payment, cessation of payments, opening of insolvency proceedings against the assets of the Customer or justified indications of over-indebtedness or imminent insolvency of the Customer, we shall be entitled to revoke the collection authorisation and to disclose the assignment by way of security after a reasonable period of time or to demand its disclosure by the Customer as well as to collect the claim ourselves. The Customer shall provide us with all information and documents required for this purpose without delay upon request.
6. During the existence of a retention of title, the Customer is prohibited from pledging or transferring the goods subject to retention of title by way of security. In the event of seizure, confiscation or other dispositions or interventions by third parties, the Customer must notify us immediately. The resale of the reserved goods is only permitted under the condition that payment of the countervalue of the reserved goods is made to the Customer. The Customer must agree with his Customer that the latter only acquires ownership of the goods upon payment.
7. At the request of the Customer, we shall release the securities to which we are entitled insofar as the realisable value exceeds the value of all secured open claims against the Customer by more than 10%.
8. In the event that Customer is in breach of any of his contractual duties, in particular in the event of default in payment, we shall be entitled, even without setting a deadline, to demand the surrender of the delivery item or the processed new goods and/or, if necessary, after setting a deadline, to withdraw from the contract. The Customer shall then be obliged to surrender the goods. In this case, Customer shall make the goods subject to retention of title available for collection and already now irrevocably permits us or a person authorised by us to enter his storage rooms to collect the goods subject to retention of title. Our demand for surrender of the goods subject to retention of title does not constitute a declaration of rescission unless rescission is expressly declared by us.

VII. Final provisions

1. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. The place of performance shall be Bad Camberg.
3. The place of jurisdiction for all disputes arising from and in connection with the legal relationship between Customer and us shall be the court having jurisdiction for Bad Camberg. We shall also be entitled to take legal action against Customer before the court having jurisdiction for the Customer's place of business.