General Terms and Conditions (GTC) of

brown-iposs GmbH

by September 1st, 2020

For reasons of linguistic simplification, the three sexes are not mentioned in these General Terms and Conditions, where a gender-neutral formulation was not possible. In these cases, the masculine terms used also include the feminine and various forms. The GTCs are partly based on the template of the Offenbach Chamber of Commerce and Industry, which will be gladly provided upon request.

§ 1 Sphere of action

1. These General Terms and Conditions of Business apply exclusively to companies, legal entities under public law or special funds under public law within the meaning of § 310 paragraph 1 BGB (German Civil Code). We shall only recognise any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions of Business if we expressly agree to their validity in writing.
2. These General Terms and Conditions of Business shall also apply to all future business with the customer, insofar as legal transactions of a related kind are involved.
3. Individual agreements made with the buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these General Terms and Conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

§ 2 Placing of order, service

1. If an order is to be regarded as an offer according to § 145 BGB, we can accept it within two weeks.
2. The basis of the business relationship is the respective written order from the customer to us, in which the scope of services and the remuneration are recorded.
3. The customer can place orders by post, fax or e-mail. We also accept informal orders. The customer will receive a written confirmation of order (e-mail, letter, fax) after receipt of the order. With this order confirmation, the order is considered accepted. This order confirmation is decisive for the delivery date.
4. In case of special requirements we will consult external consultants, whom we know through many years of cooperation. In these cases, the business relationship continues to exist between us and the customer, unless otherwise agreed.
5. Updates and changes of offers and orders will be determined in writing by both parties and will be part of the contractual relationship between us and the customer as a supplementary agreement.
6. Documents, e.g. illustrations, drawings, weight specifications, performance specifications in brochures, cost estimates and data sheets, etc. do not contain guarantees in the sense of § 443 BGB (German Civil Code), but performance descriptions. We reserve the right to deviations that are justified and warranted by progress that has occurred, even after confirmation of the order.
7. We reserve the right of ownership and copyright of all documents - also in electronic form - provided to the buyer in connection with the placing of the order, such as calculations, drawings etc. These documents may not be made accessible to third parties unless we give the customer our express written consent. If we do not accept the offer of the customer within the period of § 2, these documents must be returned to us immediately or effectively destroyed.

§ 3 Payment, due date

1. Our claim for payment of the price shall arise for each individual service as soon as it has been provided by us. All services provided by us which are not expressly stated as agreed in the price are ancillary services which are remunerated separately.
2. As soon as the invoice is received by the customer, the price is due for payment.
3. The client is in default even without a reminder from us if he does not make the payment within 30 days after the due date and receipt of the invoice. In this case, we are entitled to demand interest on arrears at the statutory rate.
4. The customer is only entitled to offset and retain similar claims if they have been legally established and are undisputed. For dissimilar claims, a right of retention is limited to claims from the same contractual relationship.

§ 4 Delivery periods, dates

1. Delivery periods can only be approximate times or expected dates, which are stated to the best of our knowledge and belief.
2. Failure to meet a deadline shall only entitle the client to assert the rights to which he is legally entitled after he has granted us a reasonable period of grace.
3. The beginning of the delivery time stated by us presupposes the timely and proper fulfilment of the obligations of the client. We reserve the right to raise the defence of non-performance of the contract.
4. If the deliveries and/or services are delayed for reasons for which the customer is responsible, the deadlines are deemed to have been met if notification of readiness for delivery and performance is given within the agreed deadlines.
5. If non-compliance with the time limits for deliveries and/or services is due to force majeure, e.g. mobilisation, war, riot or similar events, e.g. strike, lock-out, lock-down or the occurrence of other unforeseeable obstacles, the time limits shall be extended accordingly, plus a reasonable restart period. Cases of force majeure also include all sovereign acts, such as failure to obtain the necessary official approval despite proper application or the imposition of an embargo, transport restrictions and restrictions on energy consumption, but also general shortages of raw materials and supplies, as well as other reasons such as non-delivery or late delivery by suppliers for which we are not responsible. If a case of force majeure lasts longer than six (6) months, either party shall be entitled to withdraw from the contract.
6. If the buyer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to make further claims. Insofar as the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
7. Further legal claims and rights of the buyer due to a delay in delivery remain unaffected.

§ 5 Retention of title

1. We reserve the right of ownership of the delivered goods until full payment of all claims arising from the delivery contract. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the purchased item if the customer acts in breach of contract.
2. The buyer is obliged, as long as the ownership has not yet been transferred to him, to treat each purchase or rental item with care. In particular, he is obliged to insure them sufficiently at his own expense against theft, fire and water damage at replacement value (note: only permissible when selling high-value goods). If maintenance and inspection work has to be carried out, the buyer must carry this out in good time at his own expense. As long as ownership has not yet been transferred, the buyer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. As far as the third party is not able to reimburse us for the judicial and extrajudicial costs of an action according to § 771 ZPO, the buyer is liable for the loss incurred by us.

§ 6 Duty to cooperate and non-disclosure rules

1. The customer shall provide us with all documents, information and materials necessary for the execution of the order.
2. We are obliged to maintain secrecy about all operational, business and private matters that have come to our knowledge in the course of our consulting activities. This obligation to maintain secrecy applies to the same extent to our vicarious agents. The

obligation to maintain secrecy shall also apply after termination of the contract and can only be lifted in writing by the customer himself. In addition, we are obliged to carefully store the documents provided for the purpose of the consulting activity and to protect them against inspection by third parties. No records, documents or the like handed over to us by the customer will be returned to the customer..

§ 7 Software

1. We grant the customer the non-exclusive right to use the contractual computer programs and the associated documentation (computer programs and associated documentation jointly referred to as "software") exclusively for the operation of the hardware intended or supplied for this purpose. The right of use is limited to the agreed period of time; in the absence of such an agreement, the right of use is unlimited in time. In particular, the right of use of the Software does not include the right to translate, lease, lend, sublicense, nor the right to distribute, publicly reproduce and make available online to third parties outside the company/organisation of the Purchaser. Furthermore, the right of use does not include the right to reproduce the software unless this is necessary for the operation of the hardware provided or supplied for this purpose or for making a backup copy. Subject to any other mandatory legal or written contractual provisions to the contrary, the buyer is not authorised to edit, decompile, disassemble or otherwise reverse engineer the software in whole or in part in order to obtain the source code.
2. We grant the buyer the right - revocable in case of good cause - to transfer the right of use of the software granted to the buyer to third parties. However, the customer may only transfer the right to use the software to third parties together with the hardware which he has acquired from us together with the software or for which the software from brown-iposs is intended. In this case, the purchaser will impose the above obligations and restrictions on the third party.
3. The software is exclusively provided in machine-readable form (object code) and without source code and source code documentation.
4. All other rights to the software remain with brown-iposs.
5. As far as software is handed over to the purchaser, for which we only have a derived right of use and which is not open source software (third party software), the terms of use agreed between us and the licensor shall apply additionally and with priority before the provisions of this section, also for the relationship between us and the purchaser. If and to the extent that open source software is made available to the Purchaser, the terms of use to which the open source software is subject shall take precedence over the provisions of this section. Upon request, we shall provide the Purchaser with the source code insofar as these Terms of Use for the open source software require the source code to be handed over. We shall point out the existence and the terms of use of any third-party software, including open source software, at an appropriate place and shall make the terms of use available.

§ 8 Limitation of liability

1. We accept no liability for any damage caused by force majeure (e.g. power failures, natural phenomena or traffic disruptions), network and server errors, line and transmission disruptions, viruses or disruption of the postal system. The customer is responsible for the final check of all transmitted or sent data.
2. We also assume no liability for damage to the customer's hardware and software caused by the unknowing transmission of documents by e-mail that have been infected by a virus or similar.
3. We are obliged to carry out the work assigned to us with professional and commercial care to the best of our knowledge. Nevertheless, we are not liable in the event that

the success of a measure proposed by us falls short of the expectations of the customer.

4. We are not liable for damages and consequential damages if the customer himself or a third party has altered or falsified the materials, documents or information provided to us.
5. Our liability is limited to intent and gross negligence as well as to the violation of cardinal obligations.

§ 9 Warranty and notification of defects

1. Warranty rights of the buyer presuppose that the buyer has properly fulfilled his obligations to examine the goods and make a complaint in accordance with § 377 HGB (German Commercial Code).
2. In the case of the provision of a service, the order shall be deemed to have been finally completed if the customer does not notify us of any objectively existing, serious defects within 14 days of the completion of the order. Should the client completely question a service, this criticism must be substantiated by a serious counter-assessment prepared by a third party.
3. In the case of the delivery of goods, claims for defects shall become statute-barred 12 months after delivery to our customer. The statutory period of limitation shall apply to claims for damages in cases of intent and gross negligence as well as injury to life, body and health, which are based on an intentional or negligent breach of duty by the user.
4. If, despite all the care taken, the delivered goods should have a defect that was already present at the time of the transfer of risk, we shall, subject to timely notification of defects, either repair the goods or deliver replacement goods at our discretion. We must always be given the opportunity for subsequent performance within a reasonable period of time, both for services and for the delivery of goods. Recourse claims remain unaffected by the above provision without restriction.
5. If the subsequent performance fails, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.
6. Claims for defects shall not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or wear and tear as well as damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable equipment or due to special external influences that are not provided for under the contract. If the buyer or third parties carry out improper repair work or modifications, no claims for defects shall exist for these and the consequences thereof.
7. Only deviations from the specifications that can be proven and reproduced by the buyer shall be deemed to be material defects in software provided by us. However, a material defect shall not be deemed to exist if it does not occur in the version of the software last made available to the buyer and its use is reasonable for the buyer. Furthermore, the Purchaser shall not be entitled to any claims for material defects if the material defect is due to one of the following circumstances: a) incompatibility of the software with the data processing environment used by the Purchaser; b) use of the software together with software supplied by third parties, unless this is expressly provided for in our documentation or otherwise permitted by us in writing; c) improper maintenance of the software by the Purchaser or third parties.
8. The determination of the correlation between the output values of a measuring instrument or measuring device and the corresponding values of a measured variable under specified conditions as defined by standards is the object of calibration. The scope of the measurements is determined by the technical data or the associated product description. Depending on the order, any measured values determined are documented in a report of results and determined to be correct for the time of the

test. The buyer has the right to convince himself at the time of calibration of the proper execution in our business premises. The buyer cannot assert any further claims for defects.

9. Claims of the buyer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the goods delivered by us have subsequently been taken to a place other than the buyer's branch office, unless the transfer corresponds to their intended use.
10. The customer's right of recourse against us exists only insofar as the customer has not made any agreements with his customer that go beyond the legally binding claims for defects. Furthermore, the previous paragraph shall apply accordingly to the scope of the customer's right of recourse against the supplier.

§ 10 Publications and references

1. We are generally permitted to publish results from the projects carried out, provided that they are not subject to confidentiality Data and documents to be kept secret must be clearly identified as such by the customer. The customer must always be informed in advance of the content and form of publications.
2. We are entitled to present the projects carried out, including the name of the customer, in a reference list. The customer can object in writing to the naming of the projects carried out for him at any time.

§ 11 Severability clause

Should any provision of these General Terms and Conditions be or become invalid, the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision which, within the scope of what is legally permissible, comes as close as possible to the intention and interests of both parties.

§ 12 Applicable law

The entire legal relations of the parties are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 13 Place of performance and jurisdiction

1. Place of performance is the registered office of brown-iposs GmbH in Bonn.
2. The place of jurisdiction for all disputes arising directly or indirectly between us and the client is agreed to be the court in Bonn which is locally competent for our registered office.

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