

GENERAL TERMS AND CONDITIONS

of ASAP Holding GmbH

Section 1 Scope of application

1. Subject to deviating agreements in individual cases, contracts with ASAP Holding GmbH ("we"/"us") shall be concluded exclusively in accordance with the following Terms and Conditions. The customer consents to our Terms and Conditions when the contract is awarded. If the Customer has other conflicting or differing terms and conditions, we shall only be bound by them if we have approved them expressly in written form. Our Terms and Conditions shall also apply if we perform our services without reservation even though we are aware that the customer has conflicting or differing terms and conditions.
2. These General Terms and Conditions apply for all our deliveries and services and to all obligations resulting from a debt relationship with the customer.
3. The type and scope of the services to be provided shall be determined by the respective contract. The quotation provided to the customer, including the description of services contained therein, as well as these General Terms and Conditions, shall become integral parts of the contract. In the event of contradictions, the quotation shall take precedence over these General Terms and Conditions to the extent of the contradictions.

Section 2 Rights of use

1. In the case of delivery of work results developed within the scope of a customer order (e.g. concepts, design drawings, software or similar), we shall grant the customer a simple, i.e. non-exclusive, right of use to the work results, unless otherwise expressly stipulated in the contract. The form of the right of use shall be determined by the specific agreement concluded in each case. Insofar as the work results were not developed by us, we normally only arrange a contract with the third-party provider. The customer shall therefore recognise the terms and conditions of use of the third-party provider supplied, to which we shall expressly refer; these shall be decisive for the scope of the granting of rights by the third-party provider.
2. Our Terms and Conditions shall also apply to all future business relations with companies and legal entities under public law. Unless otherwise agreed, we shall in any case be permitted to use ideas, concepts, acquired expertise, etc. for further developments and services for other customers, irrespective of the scope of the transfer of rights to the customer.
3. Insofar as we use already existing software or other protected works of the customer within the scope of the execution of the contract or require them for the execution of an order, the customer shall grant us the necessary rights for this purpose.

Section 3 Retention of title

1. All goods delivered shall remain our sole property until the purchase price claim has been settled, in the case of companies, until all claims arising from the business relationship have been settled.
2. In the case of any current account balance, we shall reserve ownership until the balance is settled, in the case of the acceptance of bills of exchange or cheques, until these are honoured.
3. The customer is entitled to resell the goods delivered by us in the ordinary course of business and without the agreement of an assignment committee. The customer assigns to us here and now its claim from the resale with all ancillary rights up to the amount of the claim of the gross final invoice amount; in case of current account agreements between the customer and the third party, this applies accordingly to the balance claim from the current account. The customer remains entitled to collect the assigned claim even after it has been assigned. This shall not affect our authority to collect the claim ourselves. We undertake, however, not to collect the debt whilst the customer meets its payment obligations from any revenues received, does not enter into default of payment, and there is, in particular, no application for insolvency proceedings or a settlement procedure, or there is a cessation of payments. If this is case, however, the customer must inform us of the assigned claims and the debtors thereof and provide all the necessary information to collect the claim along with the associated documents; it must also inform the debtors (third parties) of the assignment.
4. Any processing or transformation of the delivered item by the customer is always carried out on our behalf. If the item is processed alongside other items not belonging to us, we shall acquire joint ownership of the new objects in the ratio of the value of the purchased item (gross final invoice amount) to the value of the other objects at the time of processing. Items arising as a result of processing shall be subject to the same conditions as goods delivered subject to reservation.
5. If, in the case of the delivery of goods abroad, certain measures are required in the importing country in order for the retention of title to be effective, the customer must point this out and carry out such measures at its own expense. If the law of the importing country does not permit retention of title but allows us to reserve other rights to the goods, we may exercise all rights of this kind. If this does not provide equivalent security for the claims, the customer shall be obliged to provide us with other securities for the delivered goods or other securities at its own expense.
6. The customer may neither pledge nor assign by way of security the goods subject to retention of title and must notify us immediately of any pledges made at the instigation of third parties.
7. We undertake to release the securities that we hold upon the customer's request insofar as the realisable value of our securities exceeds the claims to be secured by more than 20%. It shall be incumbent upon us to choose which securities we release.

Section 4 Quotation/Changes

1. Our quotations are subject to change unless expressly stated otherwise.
2. A contract with us shall only come into effect if the customer accepts our quotation without reservation, receives our written order confirmation or if we commence with the execution of the delivery or service.

3. If we issue a written order confirmation, this confirmation shall define the subject and the scope of the contract, unless expressly agreed upon otherwise.
4. Amendments, ancillary clauses and supplements as well as any agreements on quality or the assumption of guarantees shall require an express agreement in order to be valid; this must be in writing in order to be effective.

Section 5 Execution of the order

1. Unless expressly agreed otherwise, the object of delivery and performance shall have only the features, technical data, etc. expressly stipulated in the contract; these shall be guarantees only if we expressly declare that we wish to assume liability for them irrespective of fault or if we expressly designate them as such. Guarantee declarations must be made in writing in order to be effective. We reserve the right to make technical and design deviations from descriptions and information in our brochures, catalogues or similar sales documents and to exchange (partial) products for technically equivalent or better products without the customer being able to derive any rights against us from this. Such descriptions and information as well as advertising statements (including those of the manufacturer) do not include any guarantee statements. Unless otherwise stipulated by law, we are only obliged to provide advice to the extent that we have assumed this as our main contractual obligation.
2. The customer shall provide us in full with any facts significant for the performance of our delivery/service. We are not obliged to check data, information or other services provided by the customer for completeness and correctness, unless there is reason to do so given the respective circumstances of the individual case or the obligation to check has been expressly assumed as a contractual obligation. Insofar as work is carried out at the customer's premises, our employees must be provided free of charge with the work stations and work equipment required in each case.
3. If we are active outside our company premises, the customer shall be responsible for all measures necessary for the fulfilment of traffic safety obligations, insofar as nothing to the contrary arises from the nature of the matter or an agreement with the customer. We are entitled to refuse performance of our delivery and/or service until the necessary measures have been taken.
4. Notwithstanding our continuing responsibility for the performance of services owed under the contract, we shall be entitled without restriction to involve third parties in the performance of the contract. Insofar as employees whose deployment was contractually agreed are prevented from working for reasons for which we are not responsible, we may replace them with other suitable employees.

Section 6 Deadlines and schedules

1. Schedule planning and project milestones shall provide orientation in the project's schedule. Deadlines shall only be binding in nature if they are expressly agreed as binding deadlines; this agreement must be in writing to be effective. Insofar as no binding deadlines and dates have been agreed with us, we shall only be in default if the customer has first granted us a reasonable grace period to perform the owed delivery and this has been to no avail. In any case, deadlines shall only run from the date of full provision of all acts of cooperation owed by the customer and, if applicable, from the date of receipt of an agreed

down payment. Subsequent requests for changes or delayed cooperation on the part of the customer shall extend the delivery times appropriately.

2. If the delivery owed by us is delayed due to unforeseeable circumstances for which we are not responsible (e.g. industrial disputes, operational disruptions, transport obstacles, shortage of raw materials, official measures—in each case also with our upstream suppliers—as well as untimely self-delivery), we are entitled to withdraw from the contract in whole or in part or, at our discretion, to postpone the delivery for the duration of the hindrance. Compensation claims on the part of the customer are excluded.
3. If the customer does not fulfil its obligations to cooperate or contribute in whole or in part, the performance dates affected by this shall lose their binding force; in particular we shall not be in default. After a reminder has been issued to no avail, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the delivery item shall also pass to the customer at the point in time at which the customer is in default of acceptance. If the customer does not fulfil its obligations to cooperate or contribute within a reasonable period of grace following the further reminder, we shall also be entitled to terminate the contract without notice. In this case, we shall be entitled to claims for compensation and remuneration at least in an amount as set out in Section 645 of the German Civil Code (BGB); further claims on our part shall remain unaffected. We shall have the same right in the event that, as a result of the delay that has occurred, we are no longer able to carry out the project within a reasonable period of time or only at considerably higher costs, for example due to other obligations.
4. If we are in default for reasons for which we are responsible, or if our obligation to perform is excluded for reasons for which we are responsible due to impossibility in accordance with Section 275 (1) BGB, or if we are able to refuse performance in accordance with Section 275 (2) and (3) BGB, we shall be liable exclusively in accordance with the statutory provisions, subject to the limitations of liability laid down in Section 12 of these Terms and Conditions, which shall remain unaffected.

Section 7 Cooperation obligations of the customer in development, manufacturing and consulting services

1. In development projects, success regularly requires close cooperation between the customer and us. The contracting parties therefore undertake to show mutual consideration, to provide comprehensive and immediate information as well as precautionary warning of risks and protection against disruptive influences, including from third parties.
2. It is an essential contractual obligation of the customer to ensure that all agreed cooperation and contribution services are provided to the required standard and by the deadlines agreed and/or required for the realisation of the project without additional costs for us. Insofar as this is necessary for the success of the project, the customer shall in particular provide its own staff in sufficient numbers as well as competent contact persons for the entire duration of the project. Insofar as requirements for external systems operated by the customer or by third parties are formulated in the specifications or elsewhere in the contract, the customer shall be responsible to us for ensuring that these requirements are met.
3. If information or documents provided by the customer prove to be incorrect, incomplete, ambiguous or objectively not feasible, the customer shall make the necessary corrections and/or additions immediately

after being notified by us. The customer shall immediately rectify or arrange the rectification of any defects or malfunctions of components provided by us.

Section 8 Acceptance

1. Insofar as our delivery requires acceptance, the customer is obliged to do this. Minor defects which do not seriously impair the suitability of the delivery for the contractually specified purpose shall not entitle the customer to refuse acceptance, without prejudice to the latter's right to assert statutory claims for defects.
2. Acceptance by the customer must be checked within a period of two weeks after provision. Should the customer not issue the declaration of acceptance within this period, acceptance shall be deemed to have been taken place unless the customer specifies in writing within this period the defects on the basis of which it is refusing acceptance.
3. In the case of completed partial services, we shall be entitled to partial acceptance.

Section 9 Prices and payment

1. The prices quoted by us are decisive; these are exclusive of the applicable statutory value added tax, where incurred, which shall be added to these. Unless otherwise agreed, we shall be entitled to reimbursement of expenses in addition to the agreed remuneration.
2. If remuneration according to hourly or daily rates has been agreed, our price lists current at the time of performance of the service shall apply unless otherwise agreed in the individual case. There shall be no price increase for services rendered within four months after conclusion of the contract.
3. Our invoices are payable without discount and free of charges according to the agreed payment schedule, otherwise within 15 working days of the invoice date. If cheques are accepted on the basis of explicit agreements in individual cases, this shall be as conditional payment only and likewise without deduction of discount. Any discount charges shall be borne by the customer; we shall only recognise cheque payments as fulfilment when the respective amounts have been credited to our account without reservation. We reserve the right to demand reasonable payments on account and advance payments.
4. If we are entitled to multiple claims against the customer, we shall determine the debt against which the payment shall be offset. The customer is only permitted to offset claims against other payments if its counterclaims are upheld by a court of law, undisputed, or acknowledged by us in writing. The same shall apply to the assertion of rights of retention.
5. If, after the conclusion of the contract, we become aware of circumstances according to which our claims against the customer appear to be at risk due to the customer's lack of ability to pay, we shall be entitled to make outstanding deliveries only against advance payment or provision of security and to withdraw from the contract after the fruitless expiry of a period set for this purpose; Section 6.3 of these Terms and Conditions shall apply accordingly.
6. If payment is delayed, the customer shall owe default interest at the statutory rate unless we can prove to the customer that higher losses have been incurred.

Section 10 Transfer of risk

1. The risk of accidental loss or accidental deterioration of the delivery item shall pass to the customer upon dispatch even if we have assumed the shipping costs or other additional services or if a partial delivery is made. Reference is made to Section 6.3 of these Terms and Conditions.

Section 11 Claims for defects

1. If we have provided a defective delivery/service, the customer shall give us the opportunity to render subsequent performance within a reasonable period of time, unless the subsequent performance is unreasonable for the customer in the individual case or special circumstances exist which justify an immediate withdrawal after weighing the interests of both parties.
2. In any case, we shall have the right to choose between rectification of the defect or delivery of a defect-free item.
3. The customer is obliged to inspect the delivery item for obvious defects that are readily apparent to an average customer. Obvious defects, such as the absence of components or documentation material as well as damage that is easily recognisable must be notified to us in writing within one week of receipt of the delivery. Defects which only become apparent later before the expiry of the limitation periods for claims for defects must be notified to us in writing within one week of their discovery by the customer. If the customer fails to fulfil its duty to inspect the goods and provide notice of defects, the delivery item shall be deemed approved in respect of the defect in question.
4. Claims for defects must be asserted by the customer in writing, naming all detected defects and stating the circumstances under which they became apparent. A defect shall not be deemed to exist if a defect asserted by the customer cannot be reproduced. If the customer has interfered with delivered components, hardware or software, the customer shall only have claims for defects if it can prove that its interference was not the cause of the defect.
5. If it turns out that a defect asserted by the customer does not exist, in particular if an asserted defect cannot be reproduced, we shall be entitled to demand reasonable compensation for our expenses, unless the customer is guilty of only slight negligence.
6. If subsequent performance fails, is refused by us or is unreasonable for the customer, the customer shall only be entitled to the other statutory claims for defects (withdrawal, reduction, self-performance, damages or reimbursement of futile expenses). Claims for damages shall exist exclusively in accordance with Section 12 of these Terms and Conditions.
7. If the defect is only an insignificant deviation from an agreed quality, the customer shall be entitled only to subsequent performance or a reasonable reduction; this shall be at our discretion. If no quality has been agreed, the same shall apply in the event of an only minor deviation from the suitability for the otherwise customary use presupposed under the contract, which is typical for goods of the same type and which the customer is entitled to expect, given the type of goods.

Section 12 Liability and withdrawal

1. We shall be liable for damages for intentional or grossly negligent actions for any culpable breach of essential contractual obligations.
2. An essential contractual obligation is one, the fulfilment of which makes the proper execution of the contract possible in the first place and the violation of which endangers the achievement of the purpose of the contract and upon compliance with which the contracting party relies.
3. Insofar as we are liable in cases of simple negligence, our liability to pay compensation shall be limited to the amount of foreseeable damage typical for a contract of this kind, but no more than the order amount.
4. Insofar as we are liable in cases of simple negligence, however, the following shall apply with reference to Section 12.2 in each case: For pecuniary loss per case of damage, a limitation to a maximum of €50,000 or, insofar as the object of the delivery/service is a licence program, to the amount of the one-off licence fee or the fee for 12 months of use; the highest amount in each case shall apply; in the case of damage to property a limitation of €70,000 per case of damage shall apply in cases of simple negligence.
5. In all other respects, liability for property damage and financial loss is excluded. Liability for personal injury and product liability shall remain unaffected for liability rules named in Section 12.3.
6. We shall only be liable for the recovery of data if the customer has ensured that lost data can be recovered with reasonable effort. The customer is therefore obliged to regularly back up data and programs at adequate intervals.
7. Insofar as the above rules exclude or restrict our liability for damages, this shall also extend to the personal liability of our executive bodies, employees and other staff, representatives and vicarious agents and shall also apply to all claims due to culpa in contrahendo (Section 823 et seqq. BGB), but not, however, to claims which fall under Sections 1 and 4 of the German Product Liability Act (ProdHaftG).
8. The right of the customer to withdraw from the contract due to a breach of duty for which we are not responsible and which does not relate in a defect in a purchased item or a work is excluded.

Section 13 Limitation period

1. The customer's claims for defects shall be subject to a limitation period of one year from the statutory commencement of the limitation period. Excluded from this are claims according to Sections 438 (1) Nos. 1 and 2; 634a (1) No. 2 BGB.
2. Other contractual claims of the customer—provided the latter is an entrepreneur—due to breaches of duty shall become statute-barred after one year from the statutory commencement of the limitation period.
3. The above provisions shall not affect the statutory limitation periods in the following cases:
 - › for losses arising from injury to life, limb or health;
 - › for other damages based on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents;
 - › for the customer's right to withdraw from the contract in the event of a breach of duty for which we are responsible and which does not relate to a defect in the purchased item or the work;

- › for claims due to fraudulent concealment of a defect and arising from a quality guarantee within the meaning of Section 444 or 639 BGB;
 - › for claims for reimbursement of expenses pursuant to Section 478 (2) BGB.
4. The limitation period in the event of a delivery recourse claim under Sections 478 and 479 BGB remains unaffected; it is five years, calculated from delivery of the defective item.

Section 14 Force majeure

1. If a delivery/service is not possible due to force majeure, in particular due to a shortage of raw materials, energy or labour, industrial disputes, serious transport disruptions, operational disruptions for which we are not responsible or which are unforeseeable, official measures not attributable to us or other events for which we are not responsible, we shall not be obliged to perform/deliver for as long as the obstacle to performance persists.
2. If the obstacles according to Section 14.1 last for more than four months, we have the right to withdraw from the contract if the fulfilment of the contract is no longer of interest to us as a result of the obstacle. At the customer's request, we shall declare after the expiry of the period whether we intend to withdraw from the contract or fulfil our performance obligations within a reasonable period.

Section 15 Place of performance, jurisdiction and applicable law

1. The place of performance for all deliveries and services shall, unless otherwise agreed, be the respective registered office of the ASAP company deemed to be the contracting party.
2. The exclusive place of jurisdiction for all claims vis-à-vis merchants and legal entities under public law which arise from the business relationship shall be as per Section 15 para. 1. We shall also be entitled, however, to sue the customer before any other court that has jurisdiction by law.
3. All business and legal relations between the customer and us shall be governed exclusively by German law; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Section 16 Prohibition of assignment, offsetting and rights of retention

1. The customer is not permitted to assign claims against us arising from the contractual relationship.
2. The customer is only entitled to offset or assert claims in accordance with Sections 273, 320 BGB if its counterclaims are either undisputed or have been upheld by a court of law.

Section 17 Deterioration of the customer's financial situation

1. If, after conclusion of the contract, we become aware of facts that call into question the customer's ability to pay, we shall be entitled to demand full payment or appropriate security before further execution of the

order or to withdraw from the contract after setting a reasonable deadline for full payment or provision of security.

2. Facts that call into question the solvency of the customer are in particular repeated seizures of assets or other compulsory enforcement measures and the application for the opening of insolvency proceedings.

Section 18 Confidentiality and data protection

1. The customer is obliged to treat all our business secrets within the meaning of Section 2 (1) of the German Act on the Protection of Business Secrets (GeschGehG) which become known to it during the performance of the contract as strictly confidential and only use these for the contractually agreed purposes. The customer is obliged to impose a corresponding contractual obligation of confidentiality on its employees involved and, if applicable, on third parties. These non-disclosure agreements shall be presented upon request. The customer shall take appropriate confidentiality measures to keep our business secrets confidential.
2. If a public body requests information that concerns our business secrets, we must be informed immediately and, if possible, before the information is released to the public body.
3. The above rights and obligations shall not be affected by the termination of the contract. The customer is obliged to return or destroy confidential information at our request upon termination of the contract.
4. The aforementioned obligations shall not apply to business secrets which
 - › at the time of their disclosure were already public knowledge or known by the customer;
 - › have become public knowledge after disclosure by us through no fault of the customer;
 - › after disclosure by us have been made accessible to the customer by a third party in a non-illegal manner and without restriction with regard to confidentiality or exploitation;
 - › have been developed independently by the customer without using our business secrets;
 - › have to be disclosed by law, following an official decree or court order, provided that the customer informs us thereof without delay and assists us in defending against any such decrees or orders; or
 - › insofar as the customer is permitted to use or transfer the business secrets on the basis of mandatory legal provisions or on the basis of this contract.
5. The customer shall observe the applicable provisions of data protection law and shall oblige its employees deployed in connection with the contractual relationship and the execution thereof to maintain confidentiality, insofar as they are not already generally obliged to do so.
6. If it is not possible to exclude access by us to personal data of the customer, the latter shall conclude an agreement with us in accordance with the requirements of Article 28 of the EU General Data Protection Regulation (GDPR) and inform us of this requirement.

Section 19 Final provisions

ASAP

1. In the event that any of the above Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a regulation which comes closest possible to the commercial purpose of the contract taking appropriate account of the interests of both parties.
2. There are no supplementary agreements to these General Terms and Conditions. Any amendments and supplements to these General Terms and Conditions must be made in writing. This written requirement may only be waived by a written agreement.
3. These General Terms and Conditions and all obligations arising therefrom shall be subject to the law of the Federal Republic of Germany to the exclusion of private international law and the UN Sales Convention (CISG).
4. The exclusive place of jurisdiction for all disputes arising from or in relation to these General Terms and Conditions shall be our registered office. We shall, however, also be entitled to take action at the general place of jurisdiction of the customer.