

General Terms and Conditions (B2B)

1. General provisions

The following terms of delivery and payment apply for all business relations with our business customers. The purchaser accepts the binding nature of these terms in relation to this contract and, in the respectively applicable version, also for all future business. Any alternative agreement is subject to our written confirmation. The purchaser hereby relinquishes any application of its own purchase conditions, which shall not form any part of the contract including on the basis of silence or delivery rendered on our part.

2. Offer

Our offers are subject to change without notice in all cases. Illustrations, dimensions, weights and details of any other nature are non-binding. We reserve the right to make design modifications. Ancillary agreements of any kind are subject to written confirmation on our part for validity; alternative illustrated descriptions are valid solely where unequivocally specified in detail.

3. Delivery

Deliveries are facilitated in accordance with our operational circumstances. No guarantee for compliance with a given delivery date is accepted. Where the purchaser is in default of payment in relation to a previous delivery, we may withhold further deliveries without any obligation to compensate for any resulting damage/loss. Where we are prevented from facilitating timely contract performance due to disruption to production or delivery on our part or that of our suppliers, e.g. due to force majeure, transport disruption, strike, lock-out, the respective delivery period will be extended accordingly. The purchaser may withdraw from the contract solely where it has notified us in writing of an appropriate additional period following expiry of the originally extended delivery period. If performance is not rendered by us within the additional period, withdrawal is to be effected in writing. Should contract performance be impossible for reasons stated above (disruption to production or delivery on our part or that of our suppliers, e.g. due to force majeure, transport disruption, strike, lock-out), we will be released from our delivery obligation accordingly. In the event of impossibility, the purchaser will be promptly notified accordingly. Compensation claims on the part of the purchaser due to delay or non-performance are precluded. We are entitled to effect part deliveries.

4. Price

In the absence of alternative agreement, invoices will be issued at the prices applicable on the date of delivery. Value added tax is not included in prices and will be applied separately. Prices provided on our website may include value added tax, in which case a commensurate reference will be included on the respective web page.

5. Payment

In the absence of alternative agreement, our invoices are payable within 30 days of the invoice date. Delivery may, however, also be made subject to immediate payment. Where payment is not effected within the payment period, without any requirement for separate overdue notice we may apply interest at a level of 5% above the applicable base rate of the European Central Bank as a flat-rate compensation charge. Interest will be charged at a lower level where lesser charges are substantiated by the purchaser, whereby we reserve the right to provide proof of higher loss. We are entitled to assign claims arising from this business relationship. In any such case, all payments are to be effected in full exclusively to the bank account of Crefo Factoring Nord GmbH, Wandalenweg 8-10, 20097 Hamburg, Germany,

to whom we have assigned our current and future claims arising from this business relationship. Any reservations of title are also to be transferred to this institution.

We reserve the right to determine the acceptance of cheques on a case-by-case basis. Cheques are accepted solely on account of payment, with credit entries subject to the usual provisions in all cases. We do not assume any guarantee for timely collection. Payment is only deemed effected once the amount in question is at our disposal. In the case of cheques, payment is only first deemed effected upon encashment of the cheque. Should timely encashment of a cheque not occur or in the event of circumstances pertaining to the purchaser that, in our opinion, no longer warrant the granting of credit, we will be entitled to require immediate payment of the entire claim, including where cheques have been furnished for such. The purchaser may only offset, withhold or reduce a payment, including where notice of complaints or counterclaims are asserted, if the counterclaim in question is judicially non-appealable or undisputed. The purchaser may withhold payment solely with regard to counterclaims arising from the same contractual relationship.

6. Retention of title

Goods will remain our property until effective payment of all claims against the purchaser – including such arising in future – regardless of legal basis (including cheque, assignment, guaranty, compensation etc.). The same also applies with regard to conditional claims. In the case of processing or combination of the reserved goods (goods subject to a retention of title) within the meaning of Sections 947 and 950 of the German Civil Code (BGB) with other items not owned by ourselves, we shall be entitled to co-ownership in the new item in proportion to the value of the reserved goods vis-à-vis the remainder of the processed or combined item at the time of processing or combination. Where the purchaser acquires sole ownership of the new item, the purchaser hereby assigns to us a co-ownership share in the new item in proportion to the value of the processed or combined reserved goods vis-à-vis the remainder of the processed or combined item at the time of processing or combination, and will duly hold such in safe custody on our behalf and free of charge. The purchaser may dispose of the reserved goods in the ordinary course of business against cash payment or retention of title; but may not otherwise dispose of such, in particular, by way of assignment as security or pledging. To safeguard our claims – regardless of legal basis (cf. Section 6, sentence 1) – the purchaser hereby assigns to us all its outstanding receivables based on goods resulting from our deliveries to the value of the resale price, including value added tax, together with all commensurate ancillary rights. Where the reserved goods have been sold by the purchaser in combination with other items not owned by us for an overall price, assignment will be effected solely to the value of the amount the purchaser was charged by us for the reserved goods sold in combination. Where the purchaser's claims from the resale are included in a current account, the purchaser hereby duly assigns to us its claims from the current account against its customer. Assignment is effected to the value of the amount the purchaser was charged by us for the resold reserved goods. The purchaser is entitled to collect the receivables assigned to us until further notice. In the event of circumstances pertaining to the purchaser that, in our opinion, no longer warrant the granting of credit, the purchaser is to afford us

access to its accounts for the purpose of ascertaining the receivables assigned to us as per Section 6, sentence 4 et seq., provide us with all commensurate information and documentation and, at our request, duly notify the debtor of the assignment in writing. In the instance of circumstances as stated in Section 6, sentence 7 above, the purchaser will grant access to the reserved goods still in its possession, send us a precise list of the respective goods, and will also separate and relinquish the goods to us. Should the value of this security exceed the value of our claims by more than 20%, at the request of the purchaser we will reduce the security accordingly at our discretion. The purchaser is to promptly notify us in writing of any third-party access to the reserved goods or receivables assigned to us and will support us in any resulting action in any way possible. All associated costs are to be borne by the purchaser.

7. Packaging and shipment

Deliveries are made using standard packaging customary for the trade. Acceptance of the goods without objection by the transport agent or carrier will serve as evidence of defect-free packaging. Internal packaging and boxes are charged at cost-price and are non-returnable. Shipment is effected from our business premises. We are entitled, but not obliged, to cover transport insurance on behalf of the purchaser at the respective cost price. Where shipment is delayed by more than 14 days for reasons occasioned by the purchaser, we may charge a storage fee of EUR 5.00/sq.m. per month. Upon occurrence of default in acceptance, the risk of accidental deterioration or loss passes to the purchaser.

8. Transfer of risk

Risk transfers to the purchaser immediately upon departure of the goods from our business premises. All shipments, including any return shipments, are transported at the purchaser's risk.

9. Warranty

Goods are delivered in the design and quality that are standard for us at the time of delivery. Under the warranty and within the warranty period we will remedy defects demonstrably due to material or manufacturing faults, either by way of free-of-charge repair or replacement delivery as we so choose. The warranty obligation will lapse if notices of defects are not promptly asserted, the purchaser or third parties have tampered with the products, or if the defect is the result of natural wear and tear, unfavourable operating conditions, failure to comply with our operating instructions or the rules of electrical engineering, or where our request for return of the defective item is not promptly met. A warranty for products from outside suppliers is provided solely to the extent of any warranty actually extended to us by the outside supplier for the object in question. The warranty period for devices manufactured by us is 24 months from the date of delivery ex works. The warranty for software is 12 months from acceptance/purchase. The aforestated provisions are without application where a longer mandatory warranty period is prescribed by law in accordance with Section 438 (1) (2), Section 479 (1) and Section 634a (1) of the German Civil Code (BGB). If, despite all due care and attention, the delivered goods contain a defect apparent at the time of passage of risk, at our discretion and subject to timely notification of the defect in question, we will subsequently remedy or replace the goods. In all cases we are to be afforded an appropriate period to render subsequent performance. Statutory rights of recourse remain without restriction and prejudice from this provision. Repeat subsequent

deliveries are permissible. Following the failure of subsequent performance on two occasions, at its own discretion the purchaser may appropriately reduce the purchase price or withdraw from the contract. Replaced parts and parts no longer used for the ordered goods become our property. Component parts not manufactured by ourselves are subject to the delivery conditions of the respective outside supplier. Warranty performance shall, in any event, be limited to the invoice amount for the part in question. Claims for consequential damages are precluded. Rejected goods must be returned to us in appropriate packaging.

10. Liability

Regardless of the nature of the breach of obligation, including unlawful acts, claims for compensation are precluded in the absence of wrongful intent or gross negligence. In the event of culpable breach of substantial contract obligations (cardinal obligations), we shall be liable for any negligence; however, solely to the amount of typically occurring foreseeable damage. Claims for lost profit, saved expenditure, third-party compensation claims or claims for other indirect consequential losses may not be asserted, save for where a quality feature guaranteed on our part is exclusively intended to protect the purchaser against such damage. Limitations and exclusions of liability contained within the above are without application for claims resulting from malicious conduct on the part of the seller, liability for guaranteed quality features, claims pursuant to the German Product Liability Act (Produkthaftungsgesetz), or for damage resulting from injury to life, body or health. The above exclusion of liability also applies for our staff, workers, representatives and vicarious agents.

11. Repairs

Repairs are without warranty in the absence of a defect report. Complaints regarding repairs are to be asserted by no later than within one week following receipt of the device or completion of the repair in question. Notification of hidden defects is to occur within the warranty period in any event. In remainder, statutory provisions in accordance with Sections 434 et seq and 475 (1) of the German Civil Code (BGB) apply. Warranty conditions as per para. 9 apply accordingly.

12. Goods labelling, proprietary rights

Modification of our goods or any special stamping that could be considered as a mark of origin of the purchaser or a third party or which may give the appearance of being a special product, are not permitted. In the event of legitimate assertion of proprietary rights by third parties, at our discretion and expense we will arrange for the sold goods to be licensed accordingly or replace the goods with alternatives not subject to proprietary rights. Where this is not possible for legal or technical reasons or is not feasible from a practical economic perspective, we will take back the goods sold and refund the purchase price. We accept no liability for ensuring non-infringement of third-party proprietary rights in relation to goods manufactured according to purchaser instructions, including where we have also assisted with development or have undertaken development of the goods according to the purchaser's instructions.

13. Validity

Should any individual provisions of these conditions be without application - regardless of reason - the validity of all other provisions shall remain without prejudice therefrom.

14. Place of performance, legal venue

Place of performance is Hamburg, Germany. Legal venue is Hamburg, Germany, insofar as the purchaser is a merchant, legal person under public law or a special fund under public law and provided not otherwise stipulated in accordance with statutory law. The law of the Federal Republic of Germany exclusively applies, to the preclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15. Special note

Use of kumkeo products is strictly forbidden for military purposes or in weapons systems; for the design, construction, maintenance or operation of nuclear facilities; in air traffic control systems, air traffic or flight communication systems; life support systems; within systems where product malfunction could result in bodily harm or death insofar as use of the products pertains or could pertain to the functional safety of the system or safety-relevant functions. In the event of uncertainty, please contact the management.

kumkeo hereby points out the fact that the various communication protocols may be subject to third-party rights. To the extent that use, reproduction, dissemination or publication of the program concerns third-party rights, particularly network technology patents and/or the rights of their user organisations, the licensee is to independently acquire the requisite rights. Specifically, the fieldbus technology relies on patents whose use is facilitated free-of-charge for members of fieldbus user organisations (e.g. PROFIBUS Nutzerorganisation e.V.). Non-members are requested to contact the respective fieldbus user organisation to acquire the commensurate user rights. In the interests of fieldbus user organisation quality management, the requirement for certification of a fieldbus device may be prescribed. Please refer to the respective user organisation for commensurate information. In certain cases the delivered products are subject to import/export law in addition to the associated regulations of various countries, particularly those of Germany and the USA. The products may not, for example, be exported to countries in which such is prohibited under US export control legislation. You hereby agree to independently observe all applicable laws. In addition, the general terms and conditions of delivery for products and services of the electronics industry apply. By placing an order the purchaser accepts our terms and conditions of delivery as being solely applicable.

Date: 30 June 2020