

General Terms and Conditions of DATAGROUP Rhein-Main GmbH (hereinafter referred to as 'DATAGROUP')

Last updated: 1 April 2025

Section 1 Scope of application

(1) In all contractual relationships, we (hereinafter also referred to as 'DATAGROUP') exclusively provide deliveries and services to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), i.e. a natural or legal person or a partnership with legal capacity that is exercising its commercial or independent professional activity when concluding a legal transaction (hereinafter referred to as 'Customer') exclusively in accordance with the following General Terms and Conditions of DATAGROUP.

(2) Conflicting or different terms and conditions of business of other companies shall not be accepted unless we have recognised them as effective in writing.

Section 2 Offers, conclusion of contract and documents

(1) The details provided on the DATAGROUP website or in DATAGROUP offers do not constitute a legally binding offer, but an invitation to request an offer. Acceptance of hardware and software is subject to DATAGROUP's suppliers delivering in the correct quantities and on time. This only applies in the event that DATAGROUP does not receive a delivery for a congruent hedging transaction and does not apply in the case of unlimited generic debts agreed in individual contracts or in the event of culpable causation of non-delivery. In the event of non-delivery, DATAGROUP will inform the Customer immediately and reimburse any payments already made without delay.

(2) Offers from Customers are accepted by DATAGROUP by fax, written order confirmation or email.

(3) The text of the contract is stored by us and is communicated and made accessible to the Customer in the event of a contract being concluded in electronic business transactions as part of the email or fax message in which we accept the offer.

(4) DATAGROUP retains ownership of all offer documents and underlines that copyright may be associated with these documents, which in principle remains the property of DATAGROUP. If offer documents are not required because no contract is concluded or because the purpose of the documents has been fulfilled, such documents must be returned to DATAGROUP without the party being requested to do so.

(5) All documents and offers must be treated confidentially and may not be disclosed to third parties either in writing or by other verbal and/or digital communication without the prior written authorisation of DATAGROUP. Entrepreneurs are liable for all damages (loss of profit, project expenses) in the amount of the respective offer value that DATAGROUP has incurred or will incur as a result of violation of this provision.

Section 3 Prices and terms of payment

- (1) All prices quoted are for collection from DATAGROUP's registered office in Ingelheim and do not include transport or packaging costs, unless otherwise stated in the order confirmation or invoice to the Customer. DATAGROUP always quotes all prices inclusive of VAT at the applicable rate, unless otherwise stated on the order confirmation or invoice.
- (2) Invoices are payable immediately net without deductions. The statutory provisions shall apply with regard to the consequences of late payment.
- (3) DATAGROUP only accepts means of payment other than bank transfers by prior separate agreement; non-cash means of payment must be sent to DATAGROUP free of expenses.

Section 4 Default of acceptance and performance

- (1) If the Customer is in default of acceptance, DATAGROUP is entitled to assert claims for damages within the statutory framework.
- (2) If DATAGROUP does not properly fulfil a performance obligation, the reasonable grace period that the Customer must set DATAGROUP is at least four weeks. This does not apply if a delivery was promised at a fixed time; in this case, the grace period is at least 14 days.

Section 5 Transfer of risk

- (1) If DATAGROUP ships the item which has been sold to a location other than the place of fulfilment at the request of a Customer, the risk is transferred to the Customer as soon as DATAGROUP has delivered the purchased item to the forwarding agent, carrier or other person designated to carry out the shipment. This does not apply if DATAGROUP is responsible for shipping the purchased item itself.
- (2) If the Customer wishes, DATAGROUP will insure the goods for transport at the customer's expense.

Section 6 Retention of title

- (1) The delivered Goods are subject to retention of title. In the event of default of payment by the Customer, DATAGROUP reserves the right to take back DATAGROUP property (Goods) to secure claims. Taking back the Goods does not mean cancellation of the contract. DATAGROUP is authorised to sell returned Goods; the proceeds from the sale will be offset against the claim against the Customer. Reasonable realisation costs may be deducted.
- (2) The Customer is obliged to treat the Goods with the necessary care until the transfer of ownership in order to prevent deterioration, damage or destruction of DATAGROUP property. In the event of non-compliance, the Customer must compensate DATAGROUP in full for the damage incurred in this manner. The Customer must inform DATAGROUP if third parties attempt to execute against DATAGROUP property.

(3) The Customer is authorised to resell the Goods in the ordinary course of business. In this case, the Customer assigns to DATAGROUP all claims from the resale in the amount of the final invoice amount of the claim (including VAT) against its buyer as soon as this matter becomes known. This also applies in the event of any processing or treatment of the Goods. The Customer remains authorised to collect the claim even after the assignment; however, DATAGROUP is also authorised to collect the claim itself. However, DATAGROUP will not collect the claim and will not disclose the assignment as long as the Customer fulfils its obligations to DATAGROUP. However, in the event of default by the Customer or an application to open insolvency proceedings, DATAGROUP is expressly authorised to collect the claim itself and to disclose the assignment. The Customer is obliged to disclose to DATAGROUP the name and address of its customer, the amount of its claim and all other information required to enforce the claim on its first request.

(4) If DATAGROUP Goods are treated or processed, the Customer agrees with us that this will be done on behalf of DATAGROUP until the retention of title expires. If DATAGROUP Goods are processed with other goods, we acquire co-ownership of the end product in the ratio of the value of our Goods, according to the final invoice amount, to the other items at the time of processing. The extended DATAGROUP retention of title also applies to the item created in this manner.

(5) DATAGROUP will release the securities to which it is entitled at the Customer's request if the realisable value of the DATAGROUP securities exceeds the value of the claim to be secured by more than 10%. DATAGROUP has the sole and express right to select the security to be released.

Section 7 Liability

(1) Any claims by the Customer for damages are excluded. Claims for damages by the Customer arising from injury to life, limb or health or from the breach of essential contractual obligations, as well as liability for other damages based on an intentional or grossly negligent breach of duty by DATAGROUP, our legal representatives or our vicarious agents, shall be excluded from this. Essential contractual obligations are those which enable the proper fulfilment of the contract in the first place and on the observance of which the Customer may ordinarily rely.

(2) In the event of a breach of essential contractual obligations, we shall only be liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless the Customer's claims for damages are based on injury to body, health or life.

(3) The restrictions of this paragraph also apply in favour of the legal representatives and vicarious agents of DATAGROUP insofar as the claims are asserted directly against them.

(4) Claims under the German Product Liability Act (ProdHaftG) remain unaffected.

Section 8 Warranty

(1) If the purchase is a commercial transaction for both parties, the buyer must inspect the Goods immediately after delivery by DATAGROUP, at the latest within three days of the date of delivery, and, if a defect is found, notify the Vendor immediately. If the buyer fails to provide notification, the Goods shall be deemed to have been approved, unless the defect was not recognisable during the inspection. Further reference is made to Section 377 HGB.

(2) The warranty period for the goods supplied by DATAGROUP is limited to 12 months.

(3) DATAGROUP does not assume any warranty in the sense of an independent guarantee for the correctness of the information provided by the manufacturer in any product data sheets sent by DATAGROUP, for example, for a more detailed description of the purchased item. These data sheets and product descriptions are merely descriptions of the purchased item.

Section 9 Obligations of the Customer, data loss and liability

(1) DATAGROUP expressly draws the Customer's attention to the fact that its customers must prevent the loss of data by regularly backing up their data. In particular, data backups are mandatory before any software is installed and/or hardware is modified and must be carried out by the Customer. The Customer must comply with the technical and organisational measures within the meaning of Section 64 German Data Protection Act (BDSG). It must protect access to its systems by third parties to protect against unauthorised storage, knowledge, changes and other unauthorised access. It undertakes to implement the appropriate programmes for this purpose to the extent necessary in accordance with the latest proven technology. In particular, this includes backups to protect against viruses and other malicious programmes or programme routines.

(2) Software usually undergoes further development by the manufacturer. DATAGROUP would therefore like to point out that software maintenance services (updates, patches etc.) are regularly released by the manufacturer for software purchased from DATAGROUP. It is the Customer's responsibility to keep the software up to date, unless otherwise expressly agreed in writing with DATAGROUP.

(3) The Customer must observe the technical requirements of the offer or the contract documents and/or product descriptions.

Section 10 Force majeure

In cases of force majeure, such as, in particular, fire damage, floods, strikes, lawful lockouts and epidemics (including epidemics and pandemics, insofar as a risk level of at least 'moderate' is defined by the Robert Koch Institute), as well as due to official measures imposed by the authorities, the contracting party affected by this shall be released from the obligation to deliver or accept for the duration and to the extent of the impact.

Section 11 Rights of use

(1) If DATAGROUP delivers standard software, the Customer receives the right of use that the manufacturer of the programme grants to the authorised user (buyer).

(2) If DATAGROUP creates and/or modifies software (standard and customised software), the Customer receives a simple right of use for an unlimited period, unless otherwise already agreed or agreed in future with DATAGROUP. This means that the Customer may not, except to the extent permitted by law, produce the software or make the software available to third parties for use. Purchased software may only be used on one workstation, but may be used simultaneously by several users (single user licences). In the event of contradictions, the manufacturer's terms of use apply to the respective software. Violations of the right of use lead to claims for damages by the manufacturer against the buyer and/or against the unauthorised user or owner of the software.

Section 12 Place of fulfilment, jurisdiction and applicable law

(1) For contracts with entrepreneurs, Ingelheim shall be the place of fulfilment. The exclusive place of jurisdiction for such contracts is Ingelheim.

(2) German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.