

## General terms and conditions

### 1. General regulations

The company reese-solutions GmbH provides its deliveries and services exclusively in accordance with the following general terms and conditions, unless otherwise agreed in a written contract. Any other terms and conditions of the customer are hereby contradicted. If the company reese-solutions GmbH is aware of conflicting or deviating terms and conditions of the customer and accepts payments or makes deliveries to the customer without reservation, this does not constitute consent to the customer's terms and conditions.

### 2. Order placement

To place an order with the company reese-solutions GmbH and any other form of conclusion of contract need to be made in writing. Additions or changes of any kind to an offer by the company reese-solutions GmbH or an already existing contract need to be made in writing as well. Information and promises given verbally, by telephone or by telex are non-binding. Offers by the company reese-solutions GmbH are subject to change. These only become binding when the order is confirmed by the company reese-solutions GmbH.

### 3. Payment

The price stated in the offer or in the contract is a fixed price, unless otherwise agreed in writing. If the agreed price is not sufficient to achieve an optimal result, the company reese-solutions GmbH will inform the contractual partner and make suggestions on how to proceed. Prices are ex works registered office of the company reese-solutions GmbH excluding packaging. Prices are net prices and are only valid if all deliveries included in the offer are ordered at the same time. The purchaser has to reimburse any sales tax incurred in the statutory amount applicable at the time of the delivery. The contractually agreed payments must be paid into the account specified by the company reese-solutions GmbH within 14 days of receipt of the invoice from the company reese-solutions GmbH by the customer or according to the contractually agreed payment dates. If the payment deadline is exceeded, the company reese-solutions GmbH is entitled to charge default interest of nine percentage points above the base rate of the European Central Bank. The assertion of further damage is not excluded.

### 4. Work results / deliveries

If the customer has not been granted an exclusive right to use the work results of development services, the company reese-solutions GmbH has the right to register, acquire or claim property rights on the work results in its own name. With regard to the agreed deliveries and their execution, the company reese-solutions GmbH reserves the right to make changes insofar as this is necessary to ensure product safety or due to legal provisions. Compliance with binding deadlines requires that all commercial and technical contract details between the customer and the company reese-solutions GmbH have been finally clarified and that the customer has fulfilled all obligations incumbent on him, in particular acts of cooperation, provision and payments due. If this is not the case, binding dates and deadlines are extended appropriately. The same applies if the customer requests changes and / or additions to the deliveries, or if such changes are subsequently required for reasons beyond the control of the company reese-solutions GmbH.

### 5. Obligation to cooperate

The customer is obliged to provide the company reese-solutions GmbH with all information, documents and materials required for the execution of the contract. The customer has to inform the company reese-solutions GmbH about problems and difficulties that are recognizable to the customer during the execution of the contract. The customer is responsible for the accuracy of the specifications.

The specifications provided by the customer cannot be fully checked by the company reese-solutions GmbH. Changes to information, documents or materials that lead to additional work must be passed on to the company reese-solutions GmbH immediately. If the customer does not fulfill the obligation to cooperate properly or not immediately, the contractually agreed execution deadlines are extended. The company reese-solutions GmbH can invoice the additional expenses.

### 6. Warranty / liability

The liability of the company reese-solutions GmbH, its legal representatives and vicarious agents for breach of contract or offense is limited to cases of intent, gross negligence, lack of a guaranteed property and breach of an obligation, with which the purpose of the contract would be jeopardized. Liability for proven damage is limited to the amount of the contract fee, no liability is accepted for consequential damage. The company reese-solutions GmbH guarantees compliance with the recognized rules of technology, but not the actual achievement of the goals. The company reese-solutions GmbH is entitled to correct defects that occur. If the subsequent improvement fails, the customer is entitled to choose between a reduction in the remuneration or a cancellation of the contract. Further warranty claims are excluded. The guarantee is limited to six months after delivery of the results. This also applies to warranty claims that are not subject to statutory warranty obligations.

### 7. Third-party property rights

If an employee involved in the execution of the work is or becomes aware of third-party property rights which could be of importance in connection with the work under this contract, the contractual partner employing this employee will inform the other contractual partner immediately. There is no obligation to carry out research on existing property rights.

### 8. Termination

This contract can be terminated prematurely – if it becomes apparent that the expected result will not be achieved or will not be achieved without significantly exceeding the planned costs or processing time, or – if extraordinary circumstances arise, due to which the continuation of the contract cannot be expected. In the event of a premature termination of the contract, the contractual partners will agree on any remaining processing that may be still required. The costs already incurred by the company reese-solutions GmbH up to this point in time will be paid by the customer in accordance with section 3.

### 9. Miscellaneous

Subsidiary agreements, changes and additions need to be made in writing. The place of fulfillment is Stade. As far as legally permissible, the competent local court in which the defendant has his seat is agreed as the place of jurisdiction. The law of the Federal Republic of Germany shall apply. The company reese-solutions GmbH points out, and the customer expressly consents, that the company reese-solutions GmbH stores, processes and transmits data of the goods and payment transactions with the buyer, as well as personal data, which are related to the business relationship. Should individual or several provisions of these general terms and conditions be or become wholly or partially ineffective, this shall not affect the validity of the remaining provisions.

Stade, 30.10.20