

1. General

- 1.1 These General Terms and Conditions of Service (the "GTS") govern all Service relationships between the Eidotech GmbH ("Eidotech") and any entrepreneur according to art. 14 German Civil Code (BGB), legal entity of public law or special fund under public law ("Customer"). For the avoidance of doubt, these GTS do not apply to consumers (art. 13 German Civil Code).
- 1.2 Any contradictory or supplementary general conditions of business of the Customer shall become an integral part of the contract only if and to the extent that Eidotech has expressly consented to the application thereof.
- 1.3 In the case of any discrepancies between the Service Agreement and these GTS, the Service Agreement shall prevail.

2. Liability

- 2.1 Eidotech shall be liable for any culpable breach of Eidotech's material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterise the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the client may rely on. However, unless Eidotech's conduct has been either grossly negligent or intentional, Eidotech shall be liable only for the foreseeable damage, which typically occurs.
- 2.2 In all other cases Eidotech shall be liable if damage has been caused intentionally or grossly negligently by one of Eidotech's statutory representatives or by a vicarious agent. Where Eidotech has given a guarantee ("Garantie"), or for damage arising out of any injury to life, body or health, Eidotech shall be liable in accordance with the statutory provisions.
- 2.3 Otherwise claims against Eidotech for damages arising out of a breach of duty are excluded. Liability under the German Product Liability Act ("Produkthaftungsgesetz") shall remain unaffected.

3. Cancellation

In case of a service order cancellation by the Customer of an already confirmed offer, Eidotech will charge the full order amount, provided that Eidotech must allow set-off of any expenses Eidotech saves and of any income Eidotech generates or willfully fails to generate as a result of the cancellation of the service order.

4. Miscellaneous Provisions

- 4.1 The Service Agreement and these GTS contain the entire agreement between the parties with regard to the subject matter hereof; oral side agreements do not exist. Amendments and additions to these GTS or the Service Agreement must be in text form (e.g. fax, email etc.) in order to be valid; this also applies to a waiver of the requirement of the text form.
- 4.2 These GTS, the offer by Eidotech and the Service Agreement concluded on the basis of the offer shall be governed and interpreted according to the German law.
- 4.3 Any dispute between parties arising out of or in connection with this offer and all agreements concluded on the basis of the offer shall be settled by the competent court having territorial jurisdiction over Eidotech's registered office (Berlin, Germany) unless otherwise agreed in writing by both parties.

We would like to take this opportunity to thank you for your request and we look forward to a continued and mutually beneficial business relationship.

These Terms and Conditions apply to all services given in the future.

We would like to thank you for your trust and custom.

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