

General terms and conditions of trade

GENERAL TERMS AND CONDITIONS OF TRADE of the Komax Testing Bulgaria EOOD (hereinafter Komax Testing)

1. GENERAL REGULATIONS, SCOPE OF THE TERMS AND CONDITIONS

(1) Our deliveries, services and offers are made globally solely based on these terms and conditions and apply to direct orders to the German Komax Testing Germany GmbH, as well as to direct orders to our global regional companies, regardless of their individual legal form. Insofar as Komax Testing forwards orders internally to regional companies or for further processing, the validity of these terms and conditions shall remain unaffected. These therefore also apply to all future business relationships, even if they are not expressly agreed again. With the placing of the order, at the latest with the receipt of the goods or services, these terms and conditions apply as agreed.

(2) Our terms and conditions apply exclusively. Conflicting or deviating conditions of the purchaser are not recognized, even if we do not contradict. This also applies if we perform services without reservation in the knowledge of conflicting or deviating terms and conditions, or due to drawn global framework agreements for the business relationship of the purchaser.

(3) We are entitled to cede claims arising from business relations with the purchaser.

2. OFFERS AND CONCLUSION OF CONTRACT

(1) Our offers are non-binding. Declarations of acceptance and all orders require our written confirmation in order to be legally effective.

(2) The contract shall be considered closed if we send a written declaration (order acceptance) which is decisive for the scope of the contractual obligations. The delivery replaces the written order acceptance. Our sales representatives are not authorized to make verbal collateral agreements or verbal assurances that go beyond the content of the written contract.

(3) Features specified in publications, catalogs, offers or other documents, such as illustrations, drawings, etc. are to be considered as approximate. Drawings, illustrations, dimensions, weights or other performance data are only binding if expressly agreed in writing. We reserve all ownership, copyrights and exploitation rights without restriction on cost estimates, drawings and other documents (hereinafter referred to as "documents"). These documents are our property and may only be duplicated or made accessible to third parties with our prior written consent and, if we are not granted the order, must be returned without delay upon request, unless a legitimate interest of the purchaser is in conflict.

(4) The purchaser is liable for the correctness, accuracy, completeness and punctual provision of all relevant data for the respective order, as well as for the accordance of the data within the documents or corresponding documents and the order / contract documents and order / contract information supplied by him, in particular in design specifications, drawings, as well as for technical data and samples. The purchaser is in particular responsible for the provision of all the order relevant data for an on-time delivery and compliance of the purchaser desired delivery dates. In the event of deviations in the provision of data required for the fulfillment of the deadlines for orders as a whole or individual order positions, we shall be entitled to adjust the delivery time without prior notice, also in contrast to the in the order defined delivery date. Verbal information, including changes and additions to the documents and data provided require written confirmation.

3. PRICES

(1) Our prices are € prices (EURO of the ECB) or the currency named in our offer. They are basically FCA, (except DAP is agreed based on an individual contract level) in Germany plus applicable VAT, and exclude installation, commissioning,

assembly as well as packaging, freight, postage and insurance costs. They are calculated on the basis of the wage, material and other costs applicable on the day of our offer submission. We reserve the right to a price adjustment of the offers until the conclusion of a binding purchase contract. After the order has been placed and until the delivery, any changes will be compensated on the basis of our final costing either in additional offers and billed, or with a credit note.

(2) Unless the purchaser wishes otherwise, the goods are transported by a carrier of our choice. The transport risk is always borne by the purchaser. The type of packaging is at our discretion and will be charged to the purchaser at cost price and will not be taken back.

4. PAYMENT TERMS

(1) Unless otherwise agreed, our invoices are payable without deduction 30 days after invoicing. If an acceptance has been agreed according to § 6 (3), if the purchaser receives the invoice before or at the time of acceptance, the payment deadline is 30 calendar days after the latter date.

(2) We are entitled, despite contrary provisions of the purchaser, to first offset payments against his older debts and inform the purchaser about the type of settlement made. If costs and interest have already been incurred, we are entitled to offset the payment first against the costs, then against the interest and finally against the main service.

(3) A payment is deemed to be made only when we can access the amount. In the case of checks, the payment is deemed to have been made when the check is cashed.

(4) If we become aware of circumstances that call into question the credit-worthiness of the customer, in particular if he does not settle a check or cease his payments, or if we become aware of other circumstances that call into question the credit-worthiness of the customer, then we are entitled to make the entire balance due, even if we have accepted checks. In this case, we are also entitled to demand advance payments or a security deposit.

(5) The purchaser is only entitled to set off, retention or reduction, even if notice of defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed. The customer is only entitled to withhold payment for counterclaims from the same contractual relationship. If the purchaser wishes refund by payment or any other compensation, for whatever reason, the purchaser has an unconditional obligation to pay all invoices made at the time of assertion. Upon receipt of payments, payments accepted by us in this connection will be processed. In any case, such payment will be made on our part as a one-time performance without any acknowledgment of any legal obligation or recognition of fault and without the means to derive any future refund by payment or compensation in identical or similar cases.

(6) In the case of foreign deliveries, we may demand the opening of an irrevocable and confirmed letter of credit payable to a bank specified by us or other equivalent securities.

(7) If the purchaser is with any payment obligations in default, we can make all existing claims due immediately or demand the settlement of our due claims before delivery of the goods.

5. OWNERSHIP

(1) Until the fulfillment of all claims (including all balance claims arising from current account, letter of credit is not considered as payment), which we have or shall be entitled to on any legal grounds against the purchaser, we shall be granted the following collateral, which we release upon request at his discretion as long as their value exceeds the claims sustainably by more than 10%.

(2) The goods remain our property. The purchaser is not entitled until the goods have been paid in full to install the goods in another form in such a way that the goods can no longer be separated from this system without further ado. Processing or reshaping is always done for Komax Testing as a manufacturer, but without any obligation on its part. If our (co-)

ownership expires through a connection, it is already agreed that the (co-) ownership of the purchaser in the unified object shall pass to us in proportion to the value (invoice value). The purchaser keeps our (joint) property for us free of charge. Goods to which (co-) ownership is entitled are referred to below as reserved goods.

(3) The purchaser is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default. Pledges or collateral assignments are inadmissible. The purchaser hereby assigns to us in full the claims arising from the resale or any other legal reason (insurance, tort) with regard to the reserved goods (including all balance claims from current account). We accept the assignment. The purchaser is authorized to collect the claims assigned to us for our account in his own name. This direct debit authorization can only be revoked if the purchaser does not meet his payment obligations properly.

(4) In the case of access by third parties to the reserved goods, in particular seizures, the purchaser will point out our ownership and inform us immediately so that we can enforce our property rights. Costs for the enforcement of our property rights shall be borne by the purchaser.

(5) In case of breach of contract by the purchaser - in particular a default of payment - we are entitled to withdraw from the contract and to reclaim the reserved goods.

(6) Until the complete payment of the reserved goods, the purchaser is obligated to inform us at any time about the location of the reserved goods.

6. DELIVERY / ACCEPTANCE

(1) Unless otherwise agreed in the contract, our standard delivery condition is FCA Incoterms 2010 of our plant named in the order confirmation.

(2) Delivery dates or deadlines, which can be agreed to be binding or non-binding, must be in writing and based on the known information on the offer date and order date, as well as on the on-time arrival of the order. Our delivery time counts from the date of our order acceptance. It begins with the receipt of all documents and samples to be supplied by the purchaser, the technical clarification of the entire order or individual order items, required approvals, approvals, clarification and approval of the plans, compliance with the agreed terms of payment and other obligations as well as compliance with all technical requirement questions, the clarification of which the parties have reserved upon conclusion of the contract. If these conditions are not met in time, the delivery time of the entire order or the delivery time of individual items will be extended accordingly, starting from the time of the final technical clarification / sample input. This also applies to individual order items that are not affected by the absence or delayed arrival of the described documents but are influenced by the affected items due to process or production.

(3) We are not responsible for bindingly agreed deadlines and dates in case of delays in delivery and performance due to force majeure and events that not only make the delivery significantly more difficult or impossible for us, in particular strikes, lockouts, official orders, breakdowns or loss of important production facilities and machines, delays in the delivery of essential raw materials and building materials, delays in transportation and any cases of force majeure, even if they occur at our suppliers or their subcontractors. The above applies even if the aforementioned circumstances occur during an already existing delivery delay. They entitle us to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the part not yet fulfilled.

The delivery time shall be reasonably extended if we have to interrupt or shorten our production processes due to a lack of or a reduced availability of energy sources (e.g. gas, electricity). We shall inform our contract partner (the customer) immediately and in writing of such a situation. Any claim by our contract partner (the customer) against us for compensation for delay or for compensation for direct and indirect damages due to such a delay shall be excluded.

(4) If the formal acceptance of the delivery is desired, its conditions must be determined at the latest when the contract is concluded. The acceptance has to take place in our supplying factory immediately after the acceptance readiness has been announced. The costs of the acceptance are borne by the purchaser. Partial deliveries are permitted.

(5) In the case of service assignments, the service is deemed accepted by the purchaser with the signature of the service report.

(6) If the Customer withdraws from the contract during the manufacturing process, he shall be obliged to reimburse Komax Testing for all costs incurred up to that point.

In all other cases, the delivery item shall be deemed to have been accepted for commissioning, but not later than 30 days = 1 month after delivery to the purchaser.

With the acceptance the risk passes onto the purchaser, as far as he does not already have this after fig. 7.

7. RISK OF OWNERSHIP

(1) If the shipment is delayed due to circumstances for which we are not responsible, the risk shall pass to the purchaser from the date of readiness for shipment. Storage costs after transfer of risk shall be borne by the purchaser.

(2) We are not obliged to provide transport insurance for foreign trade. At the request and expense of the purchaser, deliveries can be insured by us against the usual transport risks, provided that we have been informed in good time.

8. RIGHTS OF THE PURCHASER, WARRANTY

(1) The goods are delivered free from design, manufacturing and material defects; the period for asserting claims for defects is one year from the passing of risk for systems and one month for test modules (adaptations). The shortening of the statute of limitations according to paragraph (1) shall not apply in the case of intent or gross negligence, or in the event of injury to life, limb or health, in the case of malice or in the event of the assumption of a guarantee by us. In these cases, the statutory limitation period applies.

We warrant that the item delivered complies with the agreed specifications or their implementation achievable at the time of production and was delivered free of design, manufacturing and material defects as part of our final test prior to delivery, based on the product samples provided by the purchaser. Test modules (adaptations) are constructed on the basis of the test part samples provided by the purchaser. We accept no liability for the fact that test modules (adaptations) are also suitable for test parts which do not conform to the pattern given to us by the purchaser or which are outside the tolerances of the samples provided

Defects caused by improper operation, or by an application not in accordance with our specifications, do not constitute any responsibility on our part. The same applies if the purchaser has replaced parts, has used consumables that do not conform to the originally defined specifications of the contractual basis, or has taken improper technical influence, or has otherwise manipulated the application or maintenance.

(2) If operating or maintenance instructions are not followed as defined by Komax Testing, parts are replaced or consumables are used which do not conform to the original specifications, then claims for defects of the goods are forfeited. The same applies to, defects due to a bad installation, manipulative use, faulty installation, poor maintenance, faulty or negligent treatment or storage, improper repairs not carried out by Komax Testing, changes without our written consent, excessive use, inappropriate operating conditions and equipment, as well as for chemical, electrochemical or electrical influences and weather or other natural influences for which we are not responsible.

The same applies, in particular for complete systems, if defects are due to faulty installation or faulty installation / assembly, manipulative use, inadequate maintenance or negligent treatment or storage, as well as improper repairs, repairs or

changes made by the purchaser. The purchaser must strictly and unrestrictedly comply with our specifications for the installation, use and operation of the goods.

If the purchaser is not aware of these specifications, or if these can't be met by the purchaser, or if the purchaser fails to pass them on to the personnel, or if our products are operated by untrained personnel, the purchaser exempts us from all liability, warranty and guarantee.

The purchaser is responsible for the duty of care regarding the availability and application of our specifications. Upon request, we provide the purchaser with the latest version of our specifications at any time. The latest version replaces all previous versions.

(3) We assume no warranty for the intended use of the delivered goods. Furthermore, we do not assume any warranty for products that are processed or used in the context of use when using our products and services.

We are liable to a maximum of the goods value of the delivered goods, exclusively to the purchaser, under the conditions described below.

(4) The delivered product design represents the accepted and delivered scope of the order, without the requirement of deviating statements prior to delivery. Lump-sum technical requirements as the basis of a business initiation by one of the contractual partners, are considered fulfilled by the respectively individually delivered product execution. The product version represents the sum of the technical performance level that can be met at the time of delivery. The functional scope of the individual functional unit provided is the exclusive assured product feature.

Claims to flat-rate technical requirements expire mutually upon our order acceptance.

(5) Basically, the delivery quality and the functional concept of test modules (adaptations) are based on the information available at the time of ordering.

We only ensure the function of the module-internal components of the adaptations. Replacement, replacement of the components or replacement of the complete adaptation is at our discretion in consultation with the purchaser.

Functional assurances as to the interaction of product components and their effect on module-related foreign materials, e.g. plug, housing, terminals, attachments, etc. do not exist.

(6) Claims for material defects by the purchaser presuppose that the purchaser has properly complied with the inspection and complaint obligations pursuant to § 377 HGB, otherwise complaints are irrelevant. The purchaser must notify our customer service / service department of any defects in writing without delay, but at the latest within one week of receipt of the delivered item. Defects that can't be detected even during careful examination within this period are to be reported to us in writing immediately after discovery. The time of the report does not extend the periods indicated in paragraph (1).

(7) In the event of a report from the purchaser that the products are defective, we may at our discretion request that

a) the defective part or device is sent to us for checking the facts, resulting repair and subsequent return.

b) the purchaser provides the defective part or device for checking the facts and one of our service technicians is sent to the purchaser to carry out the fact check and resulting repair.

Each of our services / measures resulting from the material defect report (repair / revision after return or technical services at the place of use of the product) is carried out as soon as possible within the framework of our customer orientation with the aim of maintaining the use or function.

In no case does our service / measure constitute the confirmation of a recognized warranty / defect claim.

Subsequent service is always the place to which we have delivered the goods according to contract. If the goods are subsequently transported to a place other than this, any resulting additional costs of subsequent service is borne by the purchaser alone. This applies both in the event that the goods are returned to us for repair, as well as if the subsequent service by us directly at the customer / at the place of the goods.

(8) If the subsequent service fails after a reasonable period, the purchaser may, at his discretion, demand a reduction of the remuneration or withdraw from the contract.

(9) We hereby assign our claims against suppliers of essential third-party products to the purchaser. Liability for third-party products by us is excluded.

(10) In the case of parts used for completion, refurbishment or reworking, which the purchaser sends to us, we assume no liability for their behavior during processing; If the material becomes defective, the purchaser must reimburse the costs already incurred for processing. This does not apply if the damage is due to a grossly negligent breach of duty on our part, an intentional breach of duty on our part, an intentional or grossly negligent breach of duty by vicarious agents or a breach of duty material to the purpose of the contract. Significant contractual obligations are obligations whose fulfillment enables the proper execution of the contract in the first place and on whose observance the purchaser regularly trusts and can rely.

(11) Claims by the purchaser due to defects in the remainder are subject to a limitation period of twelve months. This does not apply insofar as the law stipulates longer periods in §§ 438 (1) No. 2, 479 (1) and 634a (1) No. 2 BGB, namely for construction works and objects for buildings, rights of recourse and construction defects.

(12) Claims for defects against us are only available to the immediate purchaser and are not assignable.

9. RETURN PROCESS

(1) If the purchaser wishes to return certain parts, test modules (adaptions) or test systems for any reason, he must indicate this in writing.

(2) If we accept the return of certain parts, test modules (adaptions) or complete systems, they will be provided with a claim number (R number). Only returns that have been expressly approved by us and have an R number will be accepted. For other shipments, we reserve the right not to accept them and to return them at the expense of the purchaser, to properly invoice the returned parts or the complete system or (in the case of advance payment) to waive a credit to the purchaser.

(3) In principle, only returns that have been packed in accordance with the necessary protection (the HPE packaging guidelines apply) are accepted.

Electronic assemblies called ESD (Electrostatically Sensitive Devices) or ESD (Electronic Sensitive Device) can be destroyed by electrostatic charge. These parts are only to be shipped, transported and stored in an ESD-compliant special packaging. For parts that arrive in unsuitable packaging, the return is rejected.

10. LIABILITY

(1) Unless otherwise stated in these terms and conditions, we shall be liable in the event of a breach of contractual and non-contractual obligations under the relevant statutory provisions for deliveries and performance within the Federal Republic of Germany in accordance with German law. The burden of proof for the circumstance triggering a limitation of liability lies with us.

(2) We shall be liable for damages - for whatever legal reason - in the case of intent and gross negligence. In case of ordinary negligence, we are liable only for

- a) damages resulting from injury to life, limb or health,
- b) Damages resulting from the breach of a material contractual obligation (obligation the fulfillment of which enables the proper execution of the contract in the first place and on whose observance the purchaser regularly trusts and can trust in the sense of the technical clarification and sample quality). Our liability is then limited to the replacement or the amount of the purchase price of the delivered product.

Basically, we do not assume any far-reaching guarantees.

The limitations of liability likewise do not apply to claims of the purchaser for deliveries within the Federal Republic of Germany under the German Product Liability Act.

(3) Due to a breach of duty that does not exist as a defect, the purchaser can only resign or terminate if we are responsible for the breach of duty. Otherwise, the statutory conditions and legal consequences apply to deliveries within the Federal Republic of Germany in accordance with German law.

(4) Due to a breach of duty that does not exist as a defect, the purchaser can only resign or terminate if we are responsible for the breach of duty. Otherwise, the statutory conditions and legal consequences apply to the fulfillment of the contractually agreed services within the Federal Republic of Germany.

(5) In case of delay, the customer's claim for damages is limited to 5% of the net purchase price, unless the delay in delivery has been caused by us intentionally or through gross negligence.

11. CONSTRUCTION/ DESIGN CHANGES/ PRODUCT UPGRADES

We reserve the right to make design changes at any time; However, we are not obliged to make such changes to already delivered products, or to announce them.

This applies equally to any adaptation / modification of digital products, in particular software updates.

12. EXPORT PROVISIONS

In the case of the export of the products, the purchaser shall observe the German Foreign Trade Act and the US Re-export Law and inform his customers accordingly.

13. CUSTOMS CLEARANCE

The conditions of the Union Customs Code and the delegated Act and Implementing Act apply.

14. SOFTWARE

(1) The purchaser is granted a non-exclusive and non-transferable right to use our software (Komax Testing software), third-party software (software developed by a Komax Testing-independent software supplier) and the corresponding documentation and subsequent supplements for internal use with the delivered product. In particular we provide no warranty whatsoever for any products or applications that are processed by, or are influenced with the use of our software. Any other rights to the software, the source code and the documentation including the copies and subsequent additions remain with us or the software supplier.

(2) The purchaser must ensure that this software, including source code and documentation, is not accessible to third parties without our prior written consent.

(3) Copies may only be made for archive purposes, as a replacement or for troubleshooting purposes. The granting of source programs requires a special written agreement. If the originals bear a copyright protection notice, the customer must also affix this note on the copies.

(4) Unless otherwise agreed, the right of use applies in each case with acceptance of the order and delivery of the software, documentation and subsequent additions as granted.

We warrant that the software supplied complies with our internal specifications and the intended function in our internal testing of the existing equipment in the existing configuration of the hardware and software at the time of testing, excluding any suitability for external influences, environmental systems or system connections to external systems is given.

Any other assurance of usability and warranty for use is excluded.

At no time shall we assume any responsibility for customer projects, project processes or quality results through the use or application of our software on computers or electronic units (testers) on which our software is running, or which are operated in connection with our software.

(5) We assume no warranty for the intended function and application of the supplied software. Furthermore, we assume no warranty for products that are processed when using our software, testers, computers and services, or are influenced in the context of use.

Any manipulation of our software, access to and modification of the source code is strictly prohibited.

15. SERVICE

Our service and warranty work is always and exclusively subject to the following conditions.

(1) All work and service rendered by our technicians to products delivered by us and manufacturer-independent systems, individual parts or individual functional units in the customer's possession shall be carried out exclusively on the basis of the individually agreed task by the person responsible for commissioning for the purchaser.

(2) Modifications, upgrades or software adjustments in applications or projects are carried out exclusively on customer request in support of the respective responsible departments and users under the exclusion of any responsibility for customer-side project processes.

(3) By ordering / commissioning and using services for hardware and software, the commissioner releases us and our vicarious agents from any claims regarding project processes, plant services, functional guarantees and software applications and its effects on customer projects and products.

16. PROTECTION RIGHTS

(1) The testing and liability with regard to any third-party property rights in the case of custom-made products is the sole responsibility of the purchaser. He fully agrees with us that third-party property rights will not be violated and indemnifies us against any claims for damages by third parties from any infringement.

(2) For our part, we shall exempt the purchaser and his purchaser from claims arising from infringements of copyrights, trademarks or patents, unless the draft of a product originates from the purchaser. Our indemnity obligation is limited in amount to the goods value of the commissioning scope. An additional condition for the exemption is that the conduct of litigation is left to us and that the alleged infringement is attributable exclusively to the construction of the goods by us without connection or use with other products.

(3) We may optionally have the right to exempt ourselves from the obligations assumed in paragraph (2) by either

a) obtained the necessary licenses for the allegedly infringed patents

or

b) provide the purchaser with an altered product or parts thereof which, in the event of replacement, remove the infringement reproach concerning the goods against the infringing product or its part.

17. CONFIDENTIALITY

(1) Technical documentation, drawings, service and operating instructions, software and software documentation from us, as well as all information received from us during the contract negotiations on the function and structure of the goods, as well as any information about the business initiation and instruments (especially B2B solutions and digital media) and their use and experience of use are subject to secrecy. The purchaser is committed to deny unauthorized persons access to the relevant information.

(2) Unless expressly agreed otherwise in writing, the information provided to us in connection with orders shall not be considered confidential.

18. EXPORT AND EMBARGO ON SECONDARY EXPORTS

The embargo for secondary exports is only valid for articles which are particularly designated on the delivery note or on the invoice. Re-exportation of these goods is prohibited according to a commitment with the Section of Import and Export. This commitment devolves to the purchaser of those products and shall be passed on in case of further transfer. For importation, resale or shipping to another country, the Customer is responsible for. Customer commits to follow all local as well as international ReExports-Rules.

19. FINAL PROVISIONS

(1) A transfer of contract rights and obligations to third parties by the customer is only permitted with our written consent.

(2) The law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relationship between us and the customer. The provisions of the UN Sales Convention do not apply.

(3) As far as the purchaser is a merchant, a legal entity under public law or a special fund under public law, Porta Westfalica / Germany is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. We are also entitled to sue at the customer's registered office.

(4) The customer is informed in accordance with § 33 of the Federal Data Protection Act (BDSG) that his data will be stored by us. The processing of the data is carried out in compliance with the Federal Data Protection Act and the Teleservices Data Protection Act (TDDSG).

(5) Should a provision in these terms and conditions or a provision in the context of other agreements be or become ineffective, this shall not affect the validity of all other provisions or agreements.

(6) Should any provision of these terms and conditions be wholly or partially ineffective with respect to individual national law international buyers or goods recipients, or the interaction of these provisions to the total or partial ineffectiveness of the remaining provisions, or the mutual cancellation of provisions of individual national law of international customers or goods recipients lead, the other provisions remain completely unaffected. In the places of the affected provisions, corresponding provisions, with identical contractual effect of the intended purpose, in accordance with the respective individual international state law of the purchaser or goods recipient.

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We reserve the right to make any changes or modifications to these terms and conditions at any time without prior notice. There is no obligation to provide on our part. The last valid version of these terms and conditions is available on request. Until the global / international availability of the latest version of these terms and conditions, the last revised original version in German / version is valid.