

General Terms of Business, Delivery and Payment of ITgroup

1. Creation and content of the contract

1.1

All contracts agreed with us are based on the conditions outlined. They are acknowledged by the customer with placement of the order and apply for the whole duration of the business connection. Any other terms of purchase for the customer which differ from the provisions, as set forth herein shall only apply if confirmed by us in writing.

1.2

Our offers are subject to change/alteration. The customer is bound by the placed order 4 weeks. The contract is only created following written confirmation of the contract from us corresponding to its content or through delivery or performance. We may bring in third parties to fulfil the contract.

1.3

Illustrations and information regarding the subject of the contract in the current catalogues, brochures and other documents when the contract has been concluded are merely approximate and are not warranted qualities. We reserve the right to alter the construction and form of the subject of the contract during the delivery time provided that the subject of the contract and its appearance do not lead to any changes deemed unreasonable for the customer. All information regarding amounts, dimensions, colours and weight are in accordance with the standard levels.

1.4

Assurances, auxiliary agreements and amendments to the contract only come into effect when set out in writing. This requirement must be met without exception.

2. Prices and payment terms

2.1

Orders for which the price is not definitely fixed shall be determined by us in accordance with our price lists as of the day of delivery plus packaging and dispatch and value added tax (VAT) at their respective statutory levels.

2.2

On completion of the contract, we shall determine the agreed prices which are based on current cost factors. Should these cost factors change between completion of the contract and the agreed delivery date (in particular materials, salary, energy, freight, delivery etc.), we shall thus make an appropriate amendment to the price. If the customer is not a trader or if the contract is not for business purposes, this only applies if more than 4 months have passed between the completion of the contract and the agreed delivery date.

2.3

Invoices are payable within 30 days net with no deduction.

2.4

Exchanges and cheques are only valid as payment when cashed. Payments by bill of exchange must be agreed on previously in writing. The discount costs incurred with bills of exchange and other exchange costs are borne by the customer.

2.5

Assignment of counterclaims either contested by us or not in force is not permitted. The customer may not hold back payments owing to counterclaims from other conditions of the contract.

3. Late payment, bad financial situation, extension of payment

3.1

Should the customer make a late payment or we receive unacceptable information regarding his/her ability to meet payment or financial situation, we shall suspend further processing regarding current orders until full payment has been made in advance or an appropriate guarantee has been made. If this advance payment or guarantee have not been made within the period determined we shall cancel the contract and invoice the customer for the costs thus far incurred including any profit loss.

3.2

Should partial payment be agreed upon, the remainder of the amount is immediately payable when the customer has missed 2 instalments either in part or in full.

3.3

With delayed payment or respite, under reservation of the assertion of a greater actual damage caused by delay, we are entitled according to the statutory regulations to demand interest of 8 percent points above the base lending rate. We also charge a reminder fee of € 40.--.

4. Retention of title, meeting obligations

4.1

The goods delivered shall remain our property until full payment of all other payment obligations arising out of or in connection with such deliveries have been met, particularly the cashing of all bills of exchange presented as payment. This applies also in the case of processing our goods which always applies to us as the manufacturer. Regarding processing, connection or combining with other goods, we are joint-owners in relation to the calculated value of our goods compared to the other goods at the time of processing, connection or combination.

4.2

The customer may only reshape the goods delivered provided that this is done in the ordinary course of its business and that the customer is not in default regarding payment. S/he is not authorised to resell the goods delivered (e.g. assigning as security or pledging). The purchase price or securing the wages for work of the customer from reshaping our goods is transferred at the level of our calculated value up to settling all of our obligations including exchanges. The customer is authorised until further notice to meet these obligations.

4.3

Regarding late payment, or a threat to payment posed by unacceptable information about the customer's inability to make payment or financial situation, or if compulsory executions or rejection of bills of exchange transpire against the customer, we shall reclaim our goods. The customer is obliged to return our goods. The costs of returning and use of the goods are borne by the customer.

5. Delivery

5.1

The agreed delivery date follows completion of the contract and not before all necessary documents have been submitted by the customer and not before the agreed amount has been paid. Should Individual-Software be the subject of the contract, this also applies particularly to the documents and information pertaining to system analysis and programming documents to be produced by the customer.

5.2

The delivery date is respected if we have informed the customer of the dispatch instructions or have informed the customer that we are ready to dispatch the goods.

5.3

Subsequent amendments or additions desired by the customer will pose an appropriate delay to the delivery date.

5.4

An appropriate delay in delivery will also arise from work disputes, in particular strikes and lockouts, as well as unforeseeable events which are beyond our control. If the aforementioned circumstances occur with our supplier then this will also lead to a corresponding delay in delivery. We are not responsible for the delays mentioned if they have occurred during a period of delay which has already arisen.

6. Delays in delivery and output and unfeasibility

6.1

If we are liable for a delay in delivery or output, the customer may inform us in writing of another appropriate delivery date with the

proviso that s/he will cancel the contract if this date is exceeded. If this alternative date is not respected, the customer may cancel the contract in writing or claim for damages pursuant to our not fulfilling the contract, limited to foreseeable damages arising, but at the most for 10 % of the value of the part of the order which has not been fulfilled, unless we are liable for intent or gross negligence.

6.2

As far as agreed in the placing of the order, the customer can, in the case of a delay in delivery or output, claim for a maximum of 5% of the value of the relevant part of the whole delivery or output, which as a result of the delay cannot be used within the time specified or in accordance with the contract.

All other claims made by the customer including claims for damages from loss of profit or subsequent damages are exempt from this unless there has been intent or gross negligence on our part.

6.3

Numbers 6.1 and 6.2 apply in the case of the delivery or output not being feasible from our part.

6.4 If there is a delay in delivery due to export control measurements within the EU, you cannot claim for any damages. The same applies for deliveries which have been forbidden by a competent authority.

7. Delivery, passage of risk, freight, packaging, disposal

7.1

Dispatch is not free. Should we have incurred the freight costs, delivery or freight delivery is free or will be reimbursed on completion of the contract. We can charge the customer for costs incurred either effectively or in full. We are authorised to insure the subject of the contract against damage in transit at the customer's expense. Additional costs arising from fast freight, express or air freight or special composition of the goods desired by the customer are always borne by the customer. The same applies to additional deliveries to places further away than those described in the contract. Packaging either desired or deemed necessary by us (cardboard boxes or cases) is charged as a prime cost and not withdrawn. Regarding Collico cases and rail-owned containers, a hiring fee is levied. Empty Collico cases are to be returned free of freight charges with the return slip. Special packaging (containers etc.) is available to hire and are to be returned within 3 weeks free of freight charges.

7.2

Part delivery and performances are permitted.

7.3

Risk passes to the customer for the subject of the contract on dispatch at the latest, and also if we have sent and put the order together. The method of dispatch and means of transport is selected if no requirements are given by the customer regarding dispatch and carried out to the best of our efforts and without guaranteeing that they be the cheapest methods.

If it is a matter of a commercial transaction for both parties, the buyer has to inspect the goods immediately after receipt provided that this is possible in his proper routine and to make a prompt report to the supplier in case of any shown defect. If the buyer fail to do that, the goods are considered as approved, unless from a defect which is not visible during the inspection. By the way, the Commercial Code of Trading is valid.

7.4

The customer takes on the obligation to dispose the delivered goods according to the regulations after termination of use on his own expense and according to the statutory provisions.

The customer indemnifies the supplier from the obligations according to article 10 paragraph 2 of WEEE (obligation of redemption of the manufacturer) and for this reason with the associated requirements of a third party.

8. Default in accepting the goods

If the customer does not accept the goods on the date specified, we are authorised to arrange an appropriate alternative date when the delivery is to be

made and the customer is to be given an appropriately delayed delivery date. Our rights are not affected by this or to be withdrawn under the legal conditions

of the contract or to give rise to compensation claims for non-

fulfilment. Should we claim for damages as a result of non-fulfilment, we may claim 20% of the agreed price plus payment for work already carried out and materials used as compensation without proof, provided it cannot be proven that considerably less damages have arisen. We reserve the right to claim for damages higher than the actual amount.

9. Warranty claims

For material defects and defects of title of the delivery under exemption of further claims - under reservation of the specifications in Number 10 of these terms - we provide warranty as follows:

Material defects

9.1

All those parts are to be repaired free of charge, or to be re-delivered according to our choice, should they be found to be deficient due to a circumstance lying before the transfer of perils.

The discovery of such deficiencies must be reported to us immediately in writing. Replaced parts become our property.

9.2

For the performance of all the repairs and substitute deliveries deemed necessary by us the customer must in coordination with us provide the necessary time and opportunity; otherwise we are released from the liability for the consequences resulting from this. Only in urgent cases of endangerment to the operational safety, or respectively for the defense against disproportionate greater damages, whereby we are to be immediately informed in these cases, does the customer have the right to resolve the defects himself or allow them to be removed by third parties.

9.3

Of the resulting costs through the repair or respectively the replacement delivery - in so far as the complaint should be found to be justified - we carry the costs of the replacement part including the shipment. Additionally, we carry our expenses for the disassembly and reassembly, as well as the expenses for the possibly required provision of our required technician and auxiliary staff including travel expenses, in so far as no disproportionate burden arises for us through this measure.

9.4

Within the framework of the statutory regulations the customer has the right to withdraw from the contract if we - under due consideration of the statutory exceptional cases - should allow a reasonable deadline set by the customer for the repair or substitute delivery for a material defect to fruitlessly elapse. If only an insubstantial defect should be present, then the customer has only the right to a reduction in the contractual price. The right for reduction of the contractual price remains exempt in all other cases. Further entitlements are determined according to number 10 of these terms.

9.5

In the following cases all warranty on our part is excluded: for damage to the object of delivery through unsuitable or incorrect application; deficient assembly, or respectively, deficient taking into operation through the customer and third parties; natural wear and tear; deficient or careless treatment through the customer; incorrect maintenance; application of unsuitable resources or resources not made known to us by the customer before delivery; deficient construction works; unsuitable construction ground; chemical or electrical influences - in so far as they are not within our responsibility.

9.6

If the customer or a third party appointed by him should inappropriately perform a repair, there is no warranty on our part for the consequences resulting there from. The same applies for such modifications of the object of delivery which the customer may have performed on the object of delivery without our prior written agreement.

Defects of title

9.7

If the application of the object of delivery should lead to infraction of industrial property rights or to inland copyright infringements, then as a matter of principle we will procure the right for the further use at the expense of the customer, or modify the object of delivery in such a way that it is reasonable for the customer so that the copyright infringement no longer exists. If this is not

possible under reasonable economic conditions or within a reasonable time period, the customer has the right to withdraw from the contract. Under the mentioned pre-requisites we also have the right to withdraw from the contract. Additionally, we will exempt the customer from uncontested or legally binding determined claims from the respective copyright holder.

9.8

Our obligations named under number 9.7 of these terms are, under exemption of the conditions in number 10.2 for the case of property rights and copyright infringement, concluding.

Our obligations named under number 9.7 of these terms exist only if

- the customer should have informed us immediately about the claimed property right or copyright infringement; and
- the customer has supported us in a reasonable way in the defence against the claims, or respectively has made the execution of the modification measures according to section 9.7 possible; and
- all defence measures including out-of-court settlements remain reserved to us; and
- the defect of title was not due to an instruction given by the customer; and
- the title infringement was not caused by the customer having undertaken changes to the object of delivery on their own accord or has used it in a way which is not in accordance with the provisions in the contract.

10. Liability

10.1

If the object of delivery can not be used by the customer in accordance with the provisions of the contract due to our negligence caused by omission or faulty execution of suggestions and consultations undertaken before or after the closure of the contract or through the infringement of other contractual auxiliary commitments - especially instruction for operation and maintenance of the object - then under exemption of further claims from the customer the specifications in section number 9. and 10.2 of these terms apply accordingly.

10.2

For damages which have not arisen on the object of delivery itself - due to whatever legal reasons - we only assume liability with

- premeditation
- gross negligence of the owner/organs or executive employees
- culpable damage to life, limb, health
- defects which we have maliciously withheld or whose absence we may have guaranteed
- defects to the object of delivery insofar as liability exists in accordance with the product liability act for personal or material damages for privately used objects.

With culpable infringement of fundamental contractual obligations we are also liable for the gross negligence of non-executive employees and for slight negligence, in the last case limited to the contractually typical reasonably foreseeable damage. Any further claims are excluded.

11. Statute of limitation

Any possibly existing claims of the customer towards us - based on whatever legal grounds - expire within 12 months. The deadline for the statute of limitation begins from the transfer of perils according to number 7. of these terms. The statutory limitation deadlines apply for claims for damages according to section 10.2. They also apply for defects of a structure or for delivery objects who according to their usual application were used for a construction and who caused its defectiveness.

12. Software, licence, warranty

12.1

The software delivered may not be reproduced, except for security purposes. This applies for software installed into the network which is licensed to one user, as well as software specifically designed for the customer; we can supply single and multiple licenses for this purpose.

In addition to the conditions listed, the manufacturer's licensing conditions with each program package also apply. In case of doubt, our licensing conditions always apply. By opening the diskette packaging of delivered software from other

manufacturers, the licensing conditions are acknowledged and returning or exchanging the product for another is no longer possible.

12.2

We make it explicitly clear that it is not technically possible to develop a computer program in this way that will function without error under all conceivable conditions. Our warranty is limited to the usability of the software in respect of program description and the information in our offer. We do not guarantee that the functions of the program will meet the customer's requirements or are suitable for a specific purpose, unless we provide a written warranty of such. With no written warranty, we do not guarantee the compatibility of software delivered to any other programs or hardware components.

13. Redelivery of goods abroad

If a domestic purchaser redelivers abroad, the customer shall be responsible for checking as to whether the goods to be exported are subject to restrictions of the national Foreign Trade Regulations, the Dual-Use Decree of the EC or the external trade law of the US.

14. Place of performance, applicable law, jurisdiction

Place of performance for payments from the customer as well as our deliveries and performances, except customer performances is our company's headquarters.

This agreement is governed by the law valid at the respective place of the headquarters. The jurisdiction shall be, if the customer is a fully qualified businessman, a legal entity under public law, or a separate fund under public law, if it has no general domestic place of jurisdiction, the court of jurisdiction for our headquarters.

15. Final clause

If single terms of this contract are or become ineffective, the effectiveness of the remaining contract is not affected. The ineffective term shall be replaced by a term which preferably approaches to the aim and object of it.

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