

Standard Terms and Conditions of Business

of DIFOX, a branch of Duttenhofer GmbH & Co. KG, represented by Duttenhofer Verwaltungs-GmbH, itself represented by the managing director, Marcel Tully, Mainfrankenpark 1, 97337 Dettelbach, Germany (referred to below as "DIFOX")

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1. Scope

- 1.1. These standard conditions and terms of business shall be applicable to all declarations of intent, contracts and agreements as well as legal acts or quasi-legal acts between DIFOX and its customers (referred to below as "the customer"). General terms and conditions of business of the customer that are not commensurate with the following terms and conditions shall be inapplicable. We expressly object to any counter-confirmation made by the customer referring to his own standard terms and conditions of business and purchasing. Such terms and conditions shall not become part of agreements unless they are expressly acknowledged in writing by DIFOX.
- 1.2. These standard terms and conditions of business shall be applicable from their first inclusion in contracts to all other future legal transactions between the parties concerned. Subsequent amendments may be made in line with the provisions under Art. 20.

2. Conclusion of contract

Information and data provided both in the catalogues and on the website of DIFOX shall not constitute a binding contractual offer. Submission of an order by the customer shall constitute a binding offer for concluding a purchase contract. The confirmation of receipt and possible status reports subsequently sent by DIFOX do not yet represent any acceptance of the offer. DIFOX may accept such offer by making an express declaration (confirmation of order) within a two-week period. Dispatching ordered goods or sending an invoice to the customer shall be equivalent to a confirmation of order.

3. Prices, shipment costs

- 3.1. Applicable prices shall be those valid on the day of delivery. Price changes may occur especially as a result of an increase in statutory levies, which are included in the price.
For orders that total less than 250,- EUR, DIFOX will charge a minimum order surcharge of 10,- EUR per order.
- 3.2. All prices are exclusive of packaging and shipment costs. The customer will be additionally invoiced for these costs depending on the scope of the delivery. The customer shall be informed accordingly of such additional costs. If a delivery is made on a cash on delivery basis (c.o.d.), the customer shall also bear any resulting charges.
- 3.3. Insofar as the goods are shipped to the customer in the Federal Republic of Germany all prices and information on costs and charges shall be understood net of the VAT at the rate valid on the date of delivery.

- 3.4. If shipment is made on a carriage forward basis (C/F), DIFOX shall put the goods at the customer's disposal for collection and shall notify the latter accordingly. The customer shall be obliged to collect the goods within two working days after receipt of such notification. Should the customer default, DIFOX shall be entitled to cancel the delivery and to withdraw from the contract.

- 3.5. Shipments to destinations outside the European Union (EU) shall be subject to specific regulations. Any customs duties and charges, taxes and other fees shall be payable by the customer.

4. Payment

- 4.1. The ordered product is to be paid for in advance via bank transfer. Payment must be carried out immediately due net. Follow-up orders are also possible on an unsettled account in the case of a positive check by the credit insurance.

- 4.2. DIFOX reserves the right to preclude certain modalities of payment in individual cases or to make deliveries only against prepayment.

- 4.3. A customer shall be deemed to be in arrears with payment, without a letter of reminder being required, if payment is not received by DIFOX within 10 days after receipt of the invoice by the customer. In the case of arrears in payment or if a respite is granted, interest at the rate of 10 percent points above the base interest rate will be charged. In addition, the customer shall be charged a reminder fee of up to €15.00 for each reminder except for the first reminder that puts the customer in default. The right to assert claims for the lump sum, pursuant to Section 288 (5) of the German Civil Code ("Bürgerliches Gesetzbuch" or "BGB"), and additional damages remains unaffected. The lump sum pursuant to Section 288 (5) of the German Civil Code (BGB) shall also be included in the reminder fees pursuant to Sentence 3.

- 4.4. In the case of arrears in payment and/or a considerable deterioration of the customer's financial circumstances, DIFOX shall have the right to declare any outstanding debt to be due and payable immediately and, at its own discretion, to require either cash on delivery or prepayment for deliveries and services that are still pending. DIFOX shall assume a deteriorated financial situation in particular if credit reports obtained on the customer are unsatisfactory.

- 4.5. DIFOX shall be entitled initially to set off payments against older arrears of the customer and shall advise the latter on the kind of set-off carried out. If costs and interest have accrued, DIFOX shall have the right to set off payment

initially against costs, then against interest and finally against the principal claim.

5. Delivery terms

- 5.1. Unless other terms of delivery are agreed in writing, DIFOX shall deliver ordered goods without delay, however not later than 30 days after conclusion of a contract, or within 30 days after receipt of payment in the case of prepayment. The delivery term is observed if the goods have left the warehouse within that time limit.
- 5.2. If the delivery time is exceeded, the customer shall grant DIFOX a reasonable additional respite of at least two weeks.

6. Non-delivery by suppliers

- 6.1. If an ordered item cannot be delivered at all or cannot be delivered temporarily, DIFOX shall advise the customer of this without delay after receipt of the latter's order and shall keep him informed at regular intervals thereafter. Until delivery by the supplier to DIFOX, DIFOX shall be released from its obligation to perform except for cases where DIFOX is responsible for such non-delivery by the supplier.
- 6.2. In the case of withdrawal from a contract, amounts already paid against the purchase price shall be refunded without delay. Claims for damages by the customer shall be excluded unless DIFOX is responsible for non-delivery by the supplier.

7. Place of performance, delivery and assumption of risk

- 7.1. The place of performance shall be DIFOX's head office. If deliveries are made to another destination, the risk of accidental loss or deterioration shall pass to the customer at the latest when the goods are handed to the freight carrier commissioned with the transport. This shall also apply to cases where DIFOX has taken over the costs of transport.
- 7.2. Items that are delivered on loan for inspection, on approval or for other reasons shall be delivered to the customer at his risk and shall remain in his possession at his risk. The customer shall be responsible for ensuring use for the intended purpose, the accidental loss or accidental deterioration of such items.
- 7.3. If the customer orders several articles that are not immediately available and thus cannot be shipped together, DIFOX shall deliver these articles in instalments depending on availability, unless it can be seen that such delivery by instalments is of no interest to the customer on account of a functional correlation of the articles, or for other reasons.
- 7.4. Shipment shall be made through postal delivery, parcel post or a forwarding agency. Should an ordered item be shipped through a forwarding

agency, the item shall be delivered to the customer's front door. Transport services beyond this scope may be contracted with the carrier; the customer shall pay any additional costs accruing from this directly to the carrier arising there from.

- 7.5. To ensure the comprehensive return of the sales packaging, DIFOX takes part in a waste disposal system within the meaning of section 7 of the Packaging Ordinance.. The customer can, therefore, return the sales packaging to any designated collection point that is part of the disposal system. The registration and labelling of the sales packaging comply with the legal requirements of German law. If the customer is a reseller and sells the goods to customers outside the Federal Republic of Germany, the customer shall be solely responsible for compliance with any statutory requirements for registration and labelling of the sales packaging. The customer shall indemnify DIFOX on first request against any damages and costs resulting from culpable non-compliance with these legal requirements.

8. Acceptance and delay in acceptance

The customer shall be obliged to accept delivery. If the customer should not accept an item even after a reasonable respite is granted, DIFOX shall have the right to claim damages in the amount of 20% of the agreed price unless the customer proves that DIFOX suffered a smaller loss only. The customer shall be invoiced for the costs of deliveries that were rejected or not collected.

9. Duty to inspect and requirement to give notice of defects

- 9.1. The customer shall be obliged to inspect the goods immediately after receipt and to notify DIFOX promptly of any defects that are detected. If the customer fails to notify, the item shall be deemed accepted unless the defect is one that could not be detected at the time of inspection. If such a defect should occur later on, it shall be notified immediately after detection, failing this, the item in question shall be deemed accepted notwithstanding such defect.
- 9.2. Notice of defects shall be made in writing and shall contain a detailed description of the defects. The time limit for notice of defects shall be 48 hours after receipt of an item, and 48 hours after detection in the case of a hidden defect unless the customer proves that he was unable to observe the time period even in the ordinary course of business.
- 9.3. If delivery is made through a freight carrier commissioned by DIFOX, any visible exterior damage to the transport packaging as well as any visible damage to the goods resulting from the said transport damage shall be indicated on the carrier's consignment note or on the delivery note to be confirmed by the carrier and to be notified to DIFOX in writing within 48 hours together with the relevant entry concerning the defect. If a delivery is made on a carriage forward basis, all claims regarding transport damages shall be

settled directly between the customer and the carrier involved.

10. Export ban, export regulations and export license for resale of goods

10.1. No goods purchased from DIFOX, that fall within the scope of application of Article 12g of Council Regulation (EU) No 833/2014 shall be directly or indirectly sold, exported, or re-exported to the Russian Federation or for use in the Russian Federation by the customer.

10.1.1. If a customer violates paragraph 10.1. DIFOX is entitled, among other things, to suspend delivery. DIFOX shall notify the competent authority of any known violation of section 10.1. of these GTCs.

10.1.2. If the customer sells goods to a reseller, the customer must impose the obligations corresponding to the obligations of section 10.1. on that reseller.

10.2. The customer shall not sell or export goods purchased from DIFOX in violation of any economic sanctions which are in force or have been enacted, or which have been implemented by the Foreign Trade and Payments Act (Außenwirtschaftsgesetz, AWG). The customer shall not export or resell goods purchased from DIFOX to countries for which the European Union or the United States have imposed restrictive measures, or which are in violation of any applicable United Nations, European Union or United States sanctions lists. The sanctions lists include:

- United Nations Security Council Consolidated List (UN list)
- Consolidated Screening List (US list)
- Consolidated List of Sanctions (EU list)

The customer must ensure that they take into account the respective current lists and measures.

10.3. The customer shall only ship goods purchased from DIFOX to countries listed as prohibited destinations in the laws or provisions referred to in Point 10.2. if the relevant official approval has been obtained. At the request of DIFOX, the client will provide evidence of a relevant approval. The client may not resell the goods to buyers if the client knows (or has sufficient grounds to assume) that the buyer intends to export the goods without having previously obtained the required export approval.

10.4. If the client sells to resellers, it must impose obligations on such resellers that correspond with the obligations under Points 10.2. and 10.3.

11. Warranties

11.1. The warranty period shall be one year after delivery of the goods. The statutory limitation periods for recourse claims (Section 445b of the German Civil Code) shall remain unaffected by this.

The reduced warranty period shall not apply in case of intent or fraudulent concealment of a defect or insofar as DIFOX has assumed a guarantee for the quality of the delivery item. It shall also not apply to claims for defects of quality in cases of injuries to life and limb or damage to health, to claims under the Product Liability Act, in case of a grossly negligent breach of duty or of an intentional breach of material contractual obligations.

11.2. If an item is defective, the customer shall grant DIFOX a reasonable respite for subsequent performance. The customer shall make the item available to DIFOX for the purpose of supplementary performance. DIFOX shall be entitled to reject the form of subsequent performance as chosen by the customer if this form of subsequent performance would entail costs that are out of proportion. This is the case in particular if

- the costs of subsequent performance are higher than the purchase price of the item, if it were free of defects, or
- the costs of subsequent performance exceed the amount by which the value of the purchased item is decreased by the defect, or
- the alternative form of subsequent performance costs less than the one selected by the customer and does not entail a considerable disadvantage for the buyer.

The warranty claim of the buyer shall be limited in this case to the alternative form of subsequent performance. If the alternative form of subsequent performance also involves disproportionate costs, DIFOX shall have the right to reject subsequent performance as a whole.

11.3. In the case of delivery of used goods, warranty claims on account of defects of the purchased item as well as claims for damages for defects of the purchased items shall be excluded unless DIFOX acted intentionally, concealed such defect fraudulently or assumed a warranty regarding the quality of the item involved. The exclusion of a warranty shall also not apply to claims for defects of quality in cases of injuries to life and limb or damage to health, to claims under the Product Liability Act, in case of a grossly negligent breach of duty or of an intentional breach of material contractual obligations. Used goods within the meaning of this provision shall also include goods that were reworked or renewed by DIFOX.

11.4. There shall be no entitlement to warranty or guarantee claims regarding defects caused by operational errors as well as by interference or repairs by the customer or by third parties that were not authorized by DIFOX. This shall also apply to natural wear and tear, exposure to extreme temperatures or weather conditions as well as the use of inappropriate accessories unless DIFOX is responsible for such effects.

- 11.5. Warranty or guarantee claims do not exist in the event of excessive use of the purchased item. In such a case, there is no defect. This includes, in particular, the use of storage media for the use or generation of cryptocurrencies, which can lead to the shelf life of storage media being significantly shortened compared to ordinary use. The storage media sold by DIFOX are not suitable for use for cryptocurrency. Insofar as customers of DIFOX acquire and resell storage media, they are obliged to inform their respective customers of the content of the aforementioned regulation and to exclude the suitability of the storage media for use in connection with cryptocurrency.
- 11.6. Storage media are generally not suitable for automotive or aircraft use unless the product contains explicit indications that it is suitable for such use. Warranty claims are excluded in this respect. Buyers who purchase and resell storage media from DIFOX are obliged to inform their other customers of the aforementioned lack of suitability and to exclude warranty claims in this respect.
- 12. Liability**
- 12.1. Claims for damages due to breach of duty and illegitimate actions as well as claims for reimbursement of futile expenses are excluded, subject to the provisions highlighted below, both against DIFOX and against its vicarious agents and assistants, unless the damage was caused intentionally or by gross negligence.
- 12.2. This limitation shall not apply to breaches of material contractual obligations, to injuries to life and limb or damage to health and to any damage which based on the lack of a warranted quality or for which liability is statutory under the Product Liability Act.
- 12.3. In the case of breaches of material contractual obligations caused by minor negligence DIFOX shall not be liable if and insofar as the damage involved was unforeseeable and atypical for the delivery of the respective delivery item. This exclusion of liability shall not apply in cases of injuries to life and limb or damage to health, to claims under the Product Liability Act.
- 12.4. In the case of mistakes as well as printing or communication errors not caused by negligence that entitle DIFOX to challenge a declaration, the customer cannot claim damages as a result of such challenge.
- 13. Retention of title**
- 13.1. Delivered goods shall remain DIFOX's property until complete payment of the purchase price. In addition, DIFOX shall retain title to the delivered item until all claims have been satisfied that already existed at the time of conclusion of a relevant contract, including all claims arising from follow-up orders and repeat orders (referred to below as "total claim").
- 13.2. The customer hereby assigns to DIFOX as security any claim that he acquires against the buyer through a re-sale. The customer shall have the revocable right to collect such claim. DIFOX will only revoke authorisation for the collection of claims and will only collect assigned claims itself if the customer is in arrears with obligations for payment vis-à-vis DIFOX or if a petition to institute insolvency proceedings concerning the customer's assets was submitted.
- 13.3. DIFOX shall be obliged at the customer's request to release existing securities in so far as their value exceeds the total claim by more than 20%. DIFOX shall be free to choose the securities to be released.
- 13.4. In the case of contracts in which delivered goods are subject to retention of title DIFOX shall have the right of withdrawal if the buyer is in arrears with payment of the purchase price or with settlement of a total claim exceeding €250.00. This right of withdrawal shall be limited to contracts in respect of which the maximum value of a delivered item amounts to a maximum of 120% of the total claim.
- 14. Contractual conclusion of set-offs, right of retention**
- 14.1. The customer shall not be entitled to set off claims unless a relevant counter-claim is recognized in writing by DIFOX or unless such claim has become final and absolute or is ripe for judgment.
- 14.2. The customer shall not be entitled to claim a right of retention unless the customer's counterclaims are not disputed, are final and absolute or ripe for judgment.
- 15. Data protection**
- The data protection policy of DIFOX is in accordance with the provisions of the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) and the Tele-media Act (TMG). DIFOX shall use the data provided by the customer, such as name, address, telephone number, fax number and email address, only for processing orders and other contractual relations with the customer. For more information, please refer to the data protection information on the DIFOX website.
- 16. Data integrity**
- 16.1. The customer shall be responsible for saving his own data. In the case of repair orders or of modifications and upgrading of appliances handed over to DIFOX, the customer shall have the data saved in full on external storage media immediately before the start of work by DIFOX at his own cost and using his own personnel.
- 16.2. DIFOX does not give any guarantee for the protection and continued existence of data and shall not be liable for the loss of or damage to any data or data stocks. A guarantee shall also

be excluded even if it was expressly agreed that particular attention should be given to data integrity.

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- 16.3. Claims for damages on account of a partial or complete destruction of customer data shall not be admissible unless the customer proves that the handling of data by DIFOX was deliberate or grossly negligent.

17. Online registration, access data

- 17.1. It is mandatory for using the internet services provided by DIFOX that the customer is duly registered and the data provided by him is stored. After registration, a user account shall be opened for the customer. The requisite access and user data (referred to below as "access data" including the password) shall be notified to the customer. DIFOX shall have the right to change the customer's access data at a later point of time. In such case, the new access data shall be submitted to the customer without delay.

- 17.2. The customer shall bear responsibility for protection of the access data. The relevant access data shall be kept secret and shall not be made available to third parties unless DIFOX has agreed in writing. The customer is aware of the fact that third parties with knowledge of the access data may use that opportunity to place orders with DIFOX in the name of the customer. If a customer finds out or suspects that his access data are being used by third parties, he shall be obliged to change his access data immediately or, if he is able to do so, to notify DIFOX without delay.

- 17.3. If there is reasonable suspicion of abuse of the customer's access data, in particular if such abuse was reported by the customer, DIFOX shall have the right to block access immediately.

- 17.4. DIFOX shall not be liable for damage that the customer suffers through an abuse or loss of access data unless such damage was caused deliberately or through gross negligence.

18. Return of goods

- 18.1. Returns of goods outside the framework of statutory warranty claims or other claims by the customer shall be accepted in principle only after consultation by phone. The return consignment shall be accompanied by a copy of the purchase slip and a statement of the grounds for returning the goods. In the case of returns of goods carriage forward, or not in the original packaging or with other defects, DIFOX shall invoice the accruing costs. Any credit notes that are issued shall be set off exclusively against new orders. Cash payments will generally not be made in this respect. Articles that DIFOX does not keep in its range and/or were ordered from the manufacturer at the customer's request, may not be cancelled nor will such items be taken back.

- 18.2. Goods shall be returned to the following address:

19. Venue

The venue shall be Würzburg, Germany. This shall also apply if the customer's head office or usual place of abode is moved outside the purview of the German Civil Procedure Rules after the conclusion of contract or if such head office or place of abode is unknown at the time an action is filed.

20. Amendments

DIFOX shall have the right to make amendments to these standard terms and conditions of business with effect for the future. These amendments shall take effect when the standard terms and conditions of business in their amended form are included in a contract. They shall also become effective if DIFOX makes specific reference to such amendments, the customer is able to take note of them and does not object within two weeks after receipt of the amendment notice. In case of an objection DIFOX reserves the right to discontinue business relations.

21. Final provisions

- 21.1. Oral agreements, supplementary agreements and other agreements between the parties shall only be effective if they are confirmed in writing by DIFOX. This shall also apply to an agreement regarding waiver of that requirement.

- 21.2. If one or more of the provisions of these standard terms and conditions of business is or becomes invalid, the contract and the other terms and conditions shall remain valid. The customer and DIFOX undertake to replace the relevant clauses by provisions that conform in economic terms to the purposes of the contract.

- 21.3. The laws of the Federal Republic of Germany shall apply exclusively. Application of the UN Sales Convention and German conflict of laws is excluded.