

## **Logicalis GmbH**

General Terms and Conditions of Business (issued January 2024). This is a translation of our General Terms and Conditions of Business which are governed by and to be construed according to the Laws of Germany. Therefore, this translation is provided for convenience only and will be prevailed by the German version in any case of discrepancy or doubt.

### **1. Scope**

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relations of Logicalis GmbH (hereinafter referred to as: "Logicalis") with entrepreneurs in the sense of § 14 subsec. 1 of the German Civil Code (BGB) as well as legal entities under public law or a special fund under public law (hereinafter referred to as: "Customers"). They shall also apply to future transactions, unless Logicalis separately objects to their application. The GTC apply as a framework agreement for all purchase, service and work contracts for products (e.g. hardware, software, accessories and other merchandise) including their installation and implementation as well as for other services (e.g. consulting, creation of concepts, development of applications, training, maintenance and support services).

1.2 These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of Customers will only become part of the contract if and to the extent that the managing director or two authorised signatories of Logicalis have expressly agreed to their validity in writing. This consent requirement also applies in particular if Logicalis, being aware of the Customer's GTC or GTP, carries out the delivery to the Customer without reservation or refers to a letter which contains or refers to the Customer's or a third party's terms and conditions. In all other respects, § 306 subsec. 2 of the German Civil Code (BGB) shall apply.

1.3 All supplements and additions to or deviations from these Terms and Conditions must be agreed in writing to be effective. This also applies to the provisions of this clause 1.3.

### **2 Offers, conclusion of contract**

2.1 Offers of Logicalis are subject to change and non-binding. This also applies if catalogues, product descriptions or technical documentation (e.g. drawings, plans, calculations) have been provided to the Customer prior to the conclusion of the contract. All offers or other performance promises of Logicalis are subject to the timely, correct and complete delivery by Logicalis' suppliers; this also applies if certain performance times or periods are promised by Logicalis.

2.2 The order by the Customer shall be deemed to be a binding offer of contract, unless otherwise stated in the order or other agreements. Orders placed by e-

mail are also binding. Logicalis is entitled to accept this contractual offer within 2 weeks after receipt. The acceptance can be declared in writing (e.g. by order confirmation) or implied by delivery of the goods to the Customer. Customary changes, in particular of a technical or optical nature, remain reserved and do not constitute a deviation from the order.

2.3 Insofar as the order confirmation contains details which deviate from the order or from the other order, these deviations shall be deemed to have been approved by the Customer insofar as the Customer does not object to the deviations in writing immediately after receipt of the order confirmation.

### **3. Scope of services**

3.1 The nature and scope of the contractual services to be provided by Logicalis are set out in the order confirmation or in a service description attached to the order confirmation. Unless otherwise agreed and legally permissible, the Customer receives the non-exclusive right to use the services provided according to the order confirmation or service description to the extent stated therein. The provisions of clause 12 of these GTC apply to software. The right of disposal and other intellectual property rights of Logicalis to models, methods, procedures, etc. brought in or developed remain unaffected.

3.2 Logicalis is entitled to have all obligations towards the Customer performed by qualified vicarious agents including subcontractors. In doing so, it will only use such persons whose qualification (experience, certification, etc.) appears sufficient to properly perform the owed service.

3.3 Installation and implementation of the products supplied by us are regularly ancillary services to the purchase contract and shall only be provided as a service under the contract for work and services if expressly agreed in writing to this effect.

3.4 All descriptions of the object of performance only contain information on quality; guarantees require a separate written agreement.

3.5 The Customer is not entitled to acquire the service or the product solely for the purpose of reselling it at a profit, unless this violates copyright, antitrust and general civil law. He is not entitled to resell or otherwise transfer the acquired service or product to third parties, in particular during the first 3 years after the conclusion of the contract with Logicalis, unless this is done with the express written consent of Logicalis.

### **4. Prices**

4.1 Unless otherwise agreed in individual cases, all prices are ex warehouse, plus statutory VAT. In the case of a mail order purchase, the Customer shall bear the transport costs from the warehouse and the

costs of any transport insurance requested by the Customer. Any customs duties, fees, taxes and other public charges shall be borne by the Customer. Logicalis does not take back transport packaging and all other packaging according to the packaging law, they become the property of the Customer, with the exception of pallets. Thus, Logicalis is exempted from any collection, return and recycling obligations and does not bear the associated costs. If assembly or installation at the Customer's site is desired, a separate remuneration agreement must be made, unless this is expressly part of the order confirmation.

4.2 For other services, the Customer shall pay the amounts individually listed in the order confirmation. The Customer shall reimburse Logicalis for all reasonable travel and other expenses incurred in the performance of the Services.

4.3 Logicalis reserves the right to change the prices appropriately if cost reductions or increases occur between conclusion and execution of the contract, in particular due to tariff agreements or price changes at upstream suppliers. A cost adjustment is also permissible if, after conclusion of the contract, cost increases or decreases occur as a result of exchange rate fluctuations of more than 0.5%. The Customer shall be informed in the delivery if use is made of the clause. Upon request, the reasons for the price adjustments may also be explained, detailing the relevant cost elements in each case and their price-forming weighting. In both cases, the Customer may withdraw from the contract or terminate it for good cause if the cost change is unreasonable.

4.4 Should the contractually owed performance of Logicalis (subsequently) - in whole or in part - qualify as an insurance relationship within the meaning of § 1 subsec. 1 of the German Insurance Tax Act (VersStG) and the owed fee payment be subject to insurance tax, the Customer owes Logicalis an amount equal to the statutory insurance tax. Insofar as an amount for value added tax has already been paid to Logicalis, this amount shall be credited. The Customer shall then only owe any additional amount. Both parties agree that the statute of limitations of a possible claim for additional payment shall not start to run until a corresponding tax or liability notice has been received by Logicalis from the tax authorities, has been paid by Logicalis and no legal remedy has been filed against it or has remained unsuccessful. If an appeal has been filed, the limitation period shall only commence with the legally binding conclusion of the corresponding appeal proceedings. The parties agree that the Customer has no claim against Logicalis for the reimbursement of ancillary tax services incurred by the Customer. Furthermore, the parties agree that any loss of an input tax deduction by the Customer shall not be reimbursed by Logicalis, but shall be a matter for the Customer.

## **5. Terms of payment**

5.1 Unless a different payment term is granted in the order confirmation, invoices shall be due immediately and payable within 30 days of receipt of the invoice and delivery of the goods. Cash discounts are excluded. Upon expiry of this period, the Customer shall be in default. If the Customer is in default with his payment obligations, all existing claims of Logicalis from the entire business relationship shall become due for payment immediately.

5.2 Other services provided over a longer period of time shall be invoiced to the Customer in advance.

5.3 Payments are deemed to have been received as soon as Logicalis can dispose of the amounts.

5.4 Cheques and bills of exchange or comparable means of payment shall only be accepted on account of performance subject to their being covered. Payments are to be made cashless to one of Logicalis' business accounts. Costs arising from cheques or bills of exchange and all costs caused by any kind of cashless payments shall be borne by the Customer.

5.5 Logicalis reserves the right to issue partial invoices for partial deliveries.

## **6 Financing**

6.1 Should the customer wish to enter into a financing agreement regarding the subject matter of the contract, he is obliged to inform Logicalis immediately. The terms of the contract agreed between the Customer and Logicalis remain unaffected and may only be amended with the prior written consent of Logicalis.

6.2 In the event of a takeover of debt by a funder, the Customer undertakes to pass on his contractual obligations towards Logicalis to the funder, in particular the agreed payment term of 30 days from receipt of invoice must be observed. Otherwise, the Customer shall be in delay of payment (see clause 5.1) and Logicalis shall be entitled to claim any resulting damage caused by delay as well as interest on delay. In the event of repeated delay of payment by the funder, Logicalis reserves the right to revoke its consent to the takeover of debt.

6.3 Any costs incurred by Logicalis due to the financing and any associated additional expenses shall be borne by the Customer.

6.4 Payment by the funder in the form of collective invoices is generally excluded. Should the funder and thus the Customer be in delay of payment as a result, the provisions of clauses 6.1 - 6.3 shall apply accordingly.

## **7. Time of performance, delivery**

7.1 Delivery shall be made ex warehouse, which is also the place of performance. At the Customer's request, the goods will be shipped to another

destination (mail order purchase). Unless self-collection or collection by a third party has been agreed upon and the Customer has not given any special instructions, Logicalis is entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself.

7.2 The stated times of performance are only estimates. Even if delivery dates have been agreed upon bindingly, Logicalis is not in default without an explicit reminder from the Customer. Delayed self-delivery through no fault of the Customer by sub-suppliers or transport companies exclude a default of Logicalis for the duration of the delay.

7.3 If Logicalis cannot meet delivery or service deadlines for reasons beyond its control (e.g. unavailability of the service), it will inform the Customer immediately and at the same time set a reasonable new delivery/service deadline. If the service is also not available within the new delivery/service period, Logicalis is entitled to withdraw from the contract in whole or in part. Any consideration already paid by the Customer will be refunded immediately. A case of non-availability of the service in this sense is in particular the non-timely self-delivery by suppliers, if a congruent covering transaction has been concluded. The statutory rights and obligations of the contracting parties shall remain unaffected.

7.4 If the Customer does not accept the delivery by the contractually agreed date at the latest or is otherwise in default of acceptance, Logicalis is entitled to charge prices according to the price lists applicable at the time of the actual performance of the contractually owed service.

7.5 If the Customer is in default of acceptance, the claim to consideration to which Logicalis is entitled shall become due even if the delivery has not yet been made. Further rights remain unaffected.

## **8. Installation, system implementation**

8.1 Installation and/or system implementation on the Customer's premises shall only take place if this has been expressly agreed.

8.2 By the time of delivery, the Customer shall have created all structural, technical and other prerequisites necessary for installation and/or system implementation.

8.3 If the Customer does not perform the relevant preparatory work, does not perform it completely or does not perform it in time before the scheduled delivery/service date, the Customer will be in default of acceptance. Logicalis may grant the Customer a reasonable grace period for the performance of such preparatory work, after the expiry of which Logicalis is entitled to withdraw from the contract.

8.4 The work for installation and/or system implementation shall commence upon delivery, unless

otherwise agreed. They shall be coordinated in consultation with the Customer in such a way that the interference with the Customer's ongoing business operations remains as low as possible.

## **9. Acceptance during installation or implementation of solutions**

9.1 If the installation and/or system implementation at the Customer's premises by Logicalis has been expressly agreed, Logicalis will verify the proper functioning of the products by means of an installation test and/or a test run within the scope of the acceptance. The procedure of the applied installation test as well as the duration of the test run are at the sole, appropriate discretion of Logicalis and vary from product to product.

9.2 Insofar as defects are found which prevent the successful completion of the installation test, clause 17.4 shall apply. After subsequent performance, the acceptance test shall be repeated at Logicalis' expense. For this purpose Logicalis will agree with the Customer on a date which - taking into account all circumstances - should be as soon as possible after the date of the unsuccessful acceptance test.

9.3 Provided that no defects preventing acceptance have been found, the report on the result of the installation test and the date shall be signed by the Customer. This date of signature shall be deemed to be the date of installation and at the same time the date of acceptance, provided that a trial run does not take place.

9.4 If a trial run takes place in addition to the installation test, it shall start on the installation date. Defects occurring during the trial run will be remedied by Logicalis free of charge and the trial run will be extended by the time the defects are remedied. As far as at the end of the test run no defects hindering acceptance have been reported by the Customer, acceptance shall be deemed to have taken place.

## **10. Cancellations, termination of contracts**

10.1 Cancellations of orders which are not based on the defectiveness of the goods or services can only be made with the consent of Logicalis. In such cases Logicalis reserves the right to charge a reasonable cancellation fee and to claim reimbursement of its own costs and expenses.

10.2 Any contractually agreed terms and conditions of termination shall remain in force and take precedence over these GTC. As long as such agreements have not been made and this is legally permissible, Logicalis reserves the right to terminate the contractual relationships subject to these GTC with a notice period of 4 weeks from receipt of the corresponding declaration by the Customer.

## **11 Transfer of risk**

The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon handover. The handover is the same if the Customer is in default of acceptance. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

## **12. Retention of title**

12.1 Logicalis retains title to the goods sold until all existing current and future claims arising from an ongoing business relationship have been paid in full.

12.2 The goods subject to retention of title may neither be pledged to third parties nor transferred by way of security before full payment of the secured claims. The Customer has to inform Logicalis immediately, afterwards also in writing, if and to the extent that third parties have access to the goods subject to retention of title, so that Logicalis can enforce its property rights. If the third party is not able to reimburse Logicalis for the judicial or extrajudicial costs incurred in this context, the Customer shall be liable for these costs.

12.3 In case of a breach of contract by the Customer, in particular in case of non-payment of the due remuneration, Logicalis is entitled to withdraw from the contract according to the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not include the declaration of withdrawal; Logicalis is rather entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the Customer is in default of payment, Logicalis may only assert these rights if it has unsuccessfully set the Customer a reasonable period of time for payment or if such a setting of a period of time is dispensable according to the statutory provisions. The Customer shall bear the transport costs incurred for taking back the goods. The goods subject to retention of title taken back by Logicalis may be utilised. The proceeds of the realisation will be set off against the amounts owed by the Customer to Logicalis after deducting a reasonable amount for the costs of the realisation.

12.4 The Customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

12.4.1 The retention of title extends to the products resulting from the processing, mixing or combining of the goods at their full value, whereby Logicalis is deemed to be the manufacturer. If in case of processing, mixing or combining with goods of third

parties their ownership right remains, Logicalis acquires co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

12.4.2 The Customer hereby assigns to Logicalis by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of any co-ownership share pursuant to clause 12.4.1 above. Logicalis accepts the assignment. The obligations of the Customer set out in clause 12.2. shall also apply in respect of the assigned claims.

12.4.3 The Customer remains authorised to collect the claim in addition to Logicalis. Logicalis undertakes not to collect the claim as long as the Customer meets its payment obligations towards Logicalis, is not in default of payment and no application for the opening of insolvency proceedings has been filed or payments have not been suspended. However, if this is the case, Logicalis may demand that the Customer discloses the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment.

12.4.4 If the realisable value of the securities exceeds the value of Logicalis' outstanding claims against the Customer by more than 10 %, Logicalis will release securities of its choice to that extent at the Customer's request.

12.5 The Customer shall treat the Products with care and insure them at its own expense against theft, breakage, fire, water and other damage at their nominal value and produce proof of such insurance on request.

## **13. Software licences**

13.1 If standard software is the subject matter of the services owed by Logicalis under the contract, the licence conditions of the respective manufacturer of the software become part of the contract and the software may only be used in accordance with these licence conditions.

13.2 If software that is not standard software is the subject of the contractual services, the type and scope of the right of use shall result from the order confirmation or a service description attached to the order confirmation.

## **14. Personal data**

If the contractual activity of Logicalis consists of collecting, storing or processing personal data on behalf of the Customer, the Customer shall remain the data controller within the meaning of the data protection provisions.

## **15. Obligations of the Customer to cooperate**

15.1 The Customer shall provide in a timely manner and free of charge all technical data, computer programs, files, documentation, test data and/or other information and aids which it must deem expedient, appropriate and necessary for the performance of the contractually owed services in accordance with the order confirmation and/or service description or which Logicalis requests from it. If any problems, delays, damages, claims or expenses arise from the content, inaccuracy, incompleteness or incorrectness of the data, materials and information provided by the Customer, these shall be borne by the Customer.

15.2 Insofar as the contractually owed services are performed on the Customer's business premises, the Customer will provide free of charge office space, services, equipment (such as copiers, fax machines, computers and modems), protective clothing/equipment and, if necessary, also personnel to an extent which is appropriate for the performance of the services. As far as employees or vicarious agents of Logicalis have to observe house rules on the Customers' business premises, the Customer will inform Logicalis thereof in due time and instruct its employees/ vicarious agents accordingly. Apart from house rules and possible safety regulations, Logicalis' employees are not subject to any instructions of the Customer and will not be integrated into the Customer's operational organisation.

15.3 The Customer shall comply with all other obligations to cooperate applicable according to the service description or order confirmation.

15.4 If the Customer does not fulfil his obligations according to the aforementioned clauses or does not fulfil them in time before the scheduled delivery/performance date, he is in default of acceptance. Logicalis may then grant the Customer a reasonable grace period to perform these obligations, after the unsuccessful expiry of which Logicalis is entitled to withdraw from the contract without prejudice to any further claims.

## **16. Intellectual property**

16.1 Logicalis is either the owner of all designs, processes, techniques, concepts, software and inventions, whether used, produced or created in connection with the Services (collectively the "Creations"), and all related intellectual property rights, copyrights, trade secrets and all other related intellectual property, or Logicalis is authorised by the respective owner to use and/or distribute them. Nothing contained in the quotation, service description, order confirmation or any other document relevant to the contractual relationship shall be construed as conferring on the Customer by implication, estoppel or otherwise any licence or other right, title or interest in or to the Creations and/or the related property beyond that required by law.

16.2 The Customer shall reasonably assist Logicalis in the assignment, proof, registration and enforcement of its rights and title to all patents, copyrights and other intellectual property associated with the Creations and all other rights granted by virtue of the contractual relationship in all countries and held by Logicalis. This includes, but is not limited to, the execution of additional deeds of assignment and assistance with applications for patents, copyrights or registrations of other intellectual property. All costs incurred in connection therewith shall be borne by Logicalis.

## **17. Examination, reprimand, acceptance**

17.1 The Customer is obliged to inspect the goods received immediately after delivery for obvious defects, in particular also for obvious shortages or damage. Noticeable transport damage must be reported immediately to the forwarder in order to preserve the claims from the forwarder's liability. Other obvious defects must be reported in writing immediately, at the latest within two weeks after receipt of the goods. Timely dispatch of the notice is sufficient to meet the deadline. In the case of non-obvious (hidden) defects, the Customer is obliged to give written notice of these immediately after their discovery. If the Customer fails to notify Logicalis of the defect, the goods are deemed to be accepted and Logicalis is not liable for the defect not notified. The Customer bears the burden of proof for the timeliness of the complaint as well as for the existence and the time of the detection of a defect.

17.2 As an intermediary, Logicalis is not obliged to inspect the merchandise it has received from its suppliers and delivered unchanged to the Customer.

17.3 Insofar as Logicalis creates a concept or other work performance within the scope of the service to be rendered, the Customer shall immediately perform the acceptance as soon as the service is made available for acceptance. Logicalis may set a reasonable deadline for the acceptance.

17.4 Defects that preclude acceptance shall be remedied free of charge; the acceptance period shall be extended by the time the defects are remedied. If, at the end of the acceptance period, there are no qualified notices of defects from the Customer that prevent acceptance, acceptance shall be deemed to have taken place.

## **18. Warranty**

18.1 The statutory provisions shall apply to the Customer's rights in the event of defects (claims for defects), unless otherwise stipulated below.

18.2 Only those specifications which are expressly included in Logicalis' offer and in the Customer's order and which are designated as such shall be deemed to be an agreement on the quality of the goods.

18.3 Unless the condition is agreed upon, Logicalis shall not be liable for public statements (e.g. advertising statements and labelling) of third parties, in particular not of the manufacturer, unless Logicalis expressly makes them the subject of its own statements. Furthermore, liability for faulty assembly instructions is also excluded.

18.4 If the delivered item is defective, Logicalis may choose whether to remedy the defect by repair or subsequent delivery in accordance with the statutory provisions. The right to refuse subsequent performance under the statutory conditions remains unaffected.

18.5 If the supplementary performance has failed or is unreasonable for the Customer, if it is impossible or if Logicalis has refused it - rightly or wrongly - or if a deadline set for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may withdraw from the purchase contract or reduce the purchase price, in case of a contract for work and services remedy the defect by way of self-performance and demand reimbursement of the costs of self-performance from Logicalis or withdraw from the contract or reduce the price. However, a right of rescission does not exist in case of an insignificant defect. With the declaration of withdrawal or reduction, the Customer's claim for delivery of a defect-free item lapses.

18.6 Claims of the Customer for damages or reimbursement of futile expenses are only granted within the scope of the following clause 19, otherwise they are excluded.

18.7 The liability for defects shall not apply if and to the extent that the Customer uses unauthorised additional devices or makes changes or repairs to the delivered products or the related software without prior express consent or has such changes or repairs made by personnel not authorised to do so by Logicalis, unless the Customer proves that the defects were not caused by such work or are not attributable to the aforementioned measures.

## **19 Limitations of liability**

19.1 In the event of breaches of duty which do not consist of a defect or which have caused damage exceeding the defectiveness, Logicalis shall be liable in accordance with the statutory provisions, unless otherwise provided in the following.

19.2 Logicalis is liable for malice, intent and gross negligence. In addition, Logicalis is also responsible for simple negligence in the following cases: (i) for damages resulting from injury to life, body or health, (ii) in the event of a breach of an essential contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer regularly relies

and may rely (cardinal obligation); in this case, however, the liability is limited to the compensation of the foreseeable, typically occurring damage. Claims of the Customer arising from guarantees and the German Product Liability Act shall remain unaffected in any case.

19.3 Due to a breach of duty which is not based on a defect, the Customer may - provided that the further legal requirements are met - only withdraw from or terminate the contract if Logicalis is responsible for the breach of duty. The withdrawal is excluded if the breach of duty is insignificant. A free right of cancellation of the Customer (in particular according to §§ 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

19.4 Logicalis is liable for the loss of data and its recovery in accordance with the above provisions only to the extent that such loss could not have been avoided by reasonable data backup measures on the part of the Customer. In all other respects, liability is limited to the typical recovery costs which would have been incurred if the Customer had made appropriate back-up copies.

19.5 Logicalis shall not be liable for any damage suffered by the Customer due to late, incorrect or incomplete delivery to Logicalis by its suppliers, unless Logicalis is responsible for such circumstance.

19.6 All limitations of liability shall also apply in favour of Logicalis' bodies and vicarious agents.

## **20 Limitation**

20.1 In the case of buildings and items that have been used for a building in accordance with their customary use, the limitation period for claims for defects shall be 5 years from delivery. Otherwise, the limitation period for claims for defects shall be one year from delivery and, in the case of services to be accepted, one year from acceptance. If delivery has not taken place, the limitation period shall commence at the end of the year in which the claim arose. The aforementioned limitation periods shall also apply to competing claims in tort.

20.2 In deviation from 20.1, the statutory limitation period shall apply in the following cases: (i) for claims for defects, if Logicalis has fraudulently concealed the defect or has assumed a guarantee for the quality; (ii) for claims for damages arising from injury to life, body or health; (iii) for other claims for damages due to an intentional or grossly negligent breach of duty; (iv) for claims under the German Product Liability Act; (v) for claims for damages arising from the breach of other material contractual obligations (cardinal obligations), without the fulfilment of which the performance of the contract is not possible and on which the contractual partner of Logicalis may regularly rely.

20.3 All other claims and rights of the Customer not mentioned in the above clauses 20.1 and 20.2 - irrespective of the legal grounds - shall become statute-barred one year after the date of performance of the service. If the service has not been provided, the limitation period shall begin at the end of the year in which the claim arose. Shorter statutory limitation periods shall take precedence.

## **21. Economic conditions**

If the economic circumstances of the Customer do not, in Logicalis' free estimation, justify the payment terms granted, Logicalis is entitled to withhold the orders not yet executed until the Customer has provided adequate security. This does not apply if the Customer, upon written request, immediately pays for all products already delivered and/or pays in advance for all products ordered but not yet delivered.

## **22. Assignment, set-off, retention**

22.1 The Customer has a right of set-off only if its counterclaims have been legally established or acknowledged by Logicalis or have arisen from a claim entitling it to refuse performance. The Customer may only exercise a right of retention if this is based on the same contractual relationship.

22.2 The assignment of rights arising from the business relationship by the Customer requires the prior written consent of Logicalis.

22.3 Logicalis is entitled to assign the claims arising from the business relationship with the Customer within the scope of refinancing customary in the industry, including factoring.

## **23 Secrecy**

Each of the contracting parties is obliged to keep secret the information and documents originating from the area of the respective other contracting party which are marked as confidential or are clearly recognisable as business or trade secrets for other reasons. Except where this is necessary to achieve the purpose of the contract, the contracting parties are not entitled to record, exploit or pass on such information or documents to third parties. The contracting parties shall impose corresponding obligations on their employees, representatives and contractual partners. The obligation to maintain secrecy shall end if the information requiring secrecy is in the public domain or is made known to the public or to the user by a third party during the period of the obligation to maintain secrecy without breaching an obligation to maintain secrecy. Confidential information which must be disclosed due to legal obligations or by order of a court or authority is also excluded. To the extent legally permissible and possible, the recipient obligated to disclose shall inform the other party in advance and give it the opportunity to take action against the disclosure.

## **24. Export regulations**

The Customer is obliged to comply with the regulations concerning the export of products from the European Economic Area and from Germany applicable at the time. It is the sole responsibility of the Customer to obtain any export licences that may be required and to comply with their provisions.

## **25. Place of performance, place of jurisdiction and applicable law**

25.1 These GTC and all legal relations between Logicalis and the Customer shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods. Conditions and effects of the retention of title according to clause 12, however, are subject to the law of the respective place of storage of the item, as far as the choice of law made in favour of German law is inadmissible or ineffective.

25.2 The place of performance and jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of Logicalis in Neu-Isenburg, Germany. The same applies if the Customer does not have a general place of jurisdiction in Germany or if the Customer's place of residence or habitual abode is unknown at the time the action is brought.