

Logicalis GmbH

General Terms and Conditions of Business (issued July 2026)

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 of Application

1.1 These General Terms and Conditions (hereinafter “GTC”) apply to all business relationships of Logicalis GmbH (hereinafter: “Logicalis”) with entrepreneurs within the meaning of § 14 (1) German Civil Code (BGB) as well as with legal persons under public law or public-law special funds (hereinafter: “Customer”). They also apply to future transactions unless Logicalis separately objects to their application. The GTC apply as a framework agreement for all purchase, service and works contracts relating to products (e.g. hardware, software, accessories and other merchandise), including their installation and implementation, as well as for other services (e.g. consulting, preparation 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 the Customer shall become part of the contract only if and to the extent that Logicalis has expressly consented to their application in text form. This consent requirement also applies in particular where Logicalis, with knowledge of the Customer’s general terms and conditions or general purchasing conditions, performs the delivery to the Customer without reservation or refers to a letter which contains or refers to terms and conditions of the Customer or of a third party.

1.3 All supplements and additions to, or deviations from, these Terms and Conditions must be agreed in text form in order to be effective. Statutory form requirements and further evidence, in particular in the event of doubts as to the authority of the person making the declaration, remain unaffected.

1.4 Individual contractual arrangements as well as the provisions of the respective quotation or order confirmation take precedence over these GTC.

2. Quotations, Conclusion of Contract

2.1 Quotations issued by Logicalis are subject to change and non-binding. This also applies where catalogues, product descriptions or technical documentation (e.g. drawings, plans, calculations, cost estimates) were made available to the Customer prior to the conclusion of the contract.

2.2 The Customer’s order constitutes a binding offer to contract, unless the order or other agreements provide otherwise. Orders placed by e-mail are also binding. Logicalis is entitled to accept this offer within 2 weeks of its receipt. Acceptance may be declared in text form (e.g. by order confirmation) or by implied conduct through delivery of the goods or provision of the services to the Customer. Changes customary in the trade, in particular of a technical or visual nature, are reserved and do not constitute a deviation from the order.

2.3 Where the order confirmation contains details which deviate immaterially from the order or from the other instructions, such deviations shall be deemed approved by the Customer unless the Customer objects to them in text form without undue delay after receipt of the order confirmation.

3. Scope of Services

3.1 The nature and scope of the contractually owed services to be provided by Logicalis are set out in the order confirmation or in a statement of work attached to the order confirmation. Upon delivery or performance of the services, and unless otherwise agreed and to the extent legally permissible, the Customer receives the non-exclusive right to use the services provided in accordance with the order confirmation or statement of work within the scope specified therein. For software, the provisions of Clause 13 of these GTC apply. Logicalis’ rights of disposal and other intellectual property rights in models, methods, procedures and the like contributed or developed by it 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 shall only engage persons whose qualifications (experience, certification, etc.) appear sufficient to perform the owed services properly.

3.3 Staging services (pre-configuration, set-up and provisioning) in respect of the products delivered by us are as a rule ancillary services to the purchase contract and are to be provided as works-contract services (Werkvertrag) only where this has been expressly agreed in text form.

3.4 All descriptions of the subject matter of the services constitute specifications of characteristics only; guarantees require a separate agreement in text form.

3.5 The Customer acquires the products and services for its own use and not for the purpose of commercial resale, unless otherwise agreed in the quotation (e.g. express engagement as a reseller). Statutory rights of resale and exhaustion as well as any licence terms of the manufacturers remain unaffected.

3.6 In the case of services, Logicalis shall as a matter of principle determine the nature, manner and place

of performance at its reasonable discretion; the services shall, where possible, be provided at Logicalis' business premises or remotely. Where performance at the Customer's site is required, this shall be agreed in advance; the travel costs incurred as a result shall be borne by the Customer in accordance with Clause 4 or with the terms of the quotation.

4. Prices

4.1 Unless otherwise agreed in the individual case, all prices apply plus statutory value added tax. In the case of a sale involving carriage, the Customer bears the transport costs ex 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 or any other packaging within the meaning of the German Packaging Act (VerpackG); such packaging becomes the property of the Customer; pallets are excepted. Logicalis is accordingly released from any collection, take-back and recovery obligations and does not bear the costs associated therewith. If assembly or installation at the Customer's site is requested, a separate remuneration agreement must be concluded in this respect, unless this is expressly part of the order confirmation.

4.2 The Customer shall reimburse Logicalis for all reasonable travel costs and other expenses incurred in the course of providing the services, in accordance with the rates set out in the quotation or in the terms of the quotation (in particular flat rates for travel and overnight accommodation). Travel costs are deemed an ancillary service and are invoiced separately; they are not included in any time-and-materials or fixed-price volume, unless expressly agreed otherwise.

4.3 Logicalis reserves the right to adjust prices reasonably if, between conclusion and performance of the contract, cost reductions or cost increases occur as a result of price changes at upstream suppliers in the event of currency fluctuations. A cost adjustment on account of currency fluctuations is permissible if the ECB reference exchange rate deviates upwards or downwards by more than 3 % from the initial rate on average over 14 consecutive banking days. The Customer shall be notified upon delivery if use is made of this clause. Upon request, the reasons for the price adjustments may also be set out, specifying in detail the relevant cost elements and their weighting in the formation of the price. If a price increase exceeds 20 % of the price last agreed in total, the Customer may withdraw from the affected contract in text form within four weeks of receipt of the adjustment notice, with effect as of the date on which the adjustment takes effect.

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. Payment Terms

5.1 Unless otherwise agreed, invoices are due immediately and payable within 30 days of receipt of the invoice. Discounts for early payment are excluded. Upon expiry of this period the Customer is in default. If the Customer is in default with a not insignificant part of its payment obligations, all existing claims of Logicalis arising from the entire business relationship become due for payment immediately.

5.2 Services provided over an extended period are – unless the quotation provides otherwise – invoiced monthly in arrears on the basis of the activity or service records. Fixed-price services are invoiced upon performance of the service or in accordance with agreed milestones.

5.3 Payments are deemed received as soon as Logicalis is able to dispose of the amounts.

5.4 Payments are to be effected by cashless transfer to one of Logicalis' business accounts.

5.5 In the case of partial deliveries, Logicalis reserves the right to issue partial invoices.

6. Financing

6.1 Should the Customer wish to conclude a financing agreement in relation to the subject matter of the contract, it is obliged to inform Logicalis thereof without undue delay. The contractual terms agreed between the Customer and Logicalis remain unaffected thereby and may be amended only with Logicalis' prior written consent.

6.2 In the event of financing, the Customer remains obliged to pay as joint and several debtor alongside the financing party, unless otherwise agreed with Logicalis. The contractual terms agreed between the Customer and Logicalis remain unaffected and may

be amended only with Logicalis' prior consent in text form. The agreed payment term of 30 days from receipt of the invoice also applies to the financing party. If the financing party defaults on payment, Logicalis may hold the Customer directly liable; Clause 5.1 applies accordingly. Logicalis may assert damages caused by default and default interest without first having to pursue the financing party.

6.3 Any costs incurred by Logicalis as a result of the financing and of any additional effort associated therewith shall be borne by the Customer.

6.4 Payment by the financing party in the form of collective invoices is excluded as a matter of principle. Should this cause the financing party, and thus the Customer, to be in default of payment, the provisions of Clauses 6.1 to 6.3 apply accordingly.

7. Time of Performance, Delivery

7.1 Delivery is made ex warehouse, which is also the place of performance. At the Customer's request, the goods will be shipped to another destination (Versendungskauf). Unless collection by the Customer itself or by a third party has been agreed and provided that the Customer has not given any specific instruction, Logicalis is entitled to determine the manner of shipment (in particular the carrier, shipping route and packaging) itself.

7.2 Stated delivery and performance dates are non-binding estimates unless they are expressly agreed as binding. In the case of non-binding dates, Logicalis is in default only after a reminder from the Customer. For dates expressly agreed as binding, the statutory provisions apply.

7.3 If Logicalis is unable to meet delivery or performance deadlines for reasons for which it is not responsible (e.g. unavailability of the service), it will inform the Customer thereof without undue delay and at the same time specify a reasonable new delivery/performance deadline. If the service is also not available within the new delivery/performance deadline, Logicalis is entitled to withdraw from the contract in whole or in part. Any consideration already rendered by the Customer will be refunded without undue delay. Unavailability of the service in this sense shall be deemed to exist in particular where upstream suppliers fail to deliver to Logicalis in good time and a congruent hedging transaction has been concluded, where there are other disruptions in the supply chain (for example due to force majeure), or where Logicalis is not obliged to procure in the individual case. The statutory rights and obligations of the contracting parties remain unaffected.

7.4 If the Customer fails to accept the delivery or service by the contractually agreed date at the latest, or is otherwise in default of acceptance, and if the purchase prices of the respective delivery or service increase as a result, Logicalis reserves the right to in-

voice this increase to the Customer. Logicalis is furthermore entitled to claim compensation for any further damage arising from the default of acceptance. This also includes remuneration for waiting times.

7.5 If the Customer is in default of acceptance, Logicalis' claim to the consideration becomes due even if delivery has not yet taken place. Further rights remain unaffected.

8. Installation, System Implementation and Staging

8.1 Installation and/or system implementation at the Customer's premises will only take place where this has been expressly agreed. Staging services are as a rule provided at Logicalis' premises prior to delivery of the hardware.

8.2 By the agreed delivery/performance date, the Customer must create all structural, technical and other prerequisites required for the installation and/or system implementation and provide the necessary information and access.

8.3 If the Customer fails to carry out the relevant preparatory work, or fails to do so completely or in good time before the scheduled delivery/performance date, Logicalis is not in default on account of the resulting delay; agreed delivery and performance deadlines are extended reasonably by the period of the missing cooperation plus a reasonable restart period. Logicalis may set the Customer a reasonable grace period for carrying out this preparatory work. If the cooperation is also not provided within the grace period, Logicalis is entitled to withdraw from the contract. Clause 15.4 applies accordingly to additional effort and waiting times.

8.4 Work on the installation and/or system implementation commences upon delivery, unless otherwise agreed. It shall be coordinated with the Customer in such a way that disruption to the Customer's ongoing business operations is kept to a minimum.

9. Proper Performance of Installation, Implementation of Solutions or Staging

9.1 Where 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 in the course of acceptance by means of an installation test and/or a trial run. The procedure of the installation test applied and the duration of the trial run depend on the technical requirements of the respective product and will be communicated to the Customer in advance.

9.2 Where defects are identified which prevent the successful completion of the installation test, Clause 17.4 applies. Following subsequent performance, the acceptance test is to be repeated at Logicalis' expense. For this purpose, Logicalis will agree a date with the Customer which – taking all circumstances

into account – should fall as soon as possible after the time of the unsuccessful acceptance test.

9.3 If no defects preventing acceptance have been identified, the report on the result of the installation test and the date are to be signed by the Customer. This date of signature is deemed to be the installation date and, at the same time, the acceptance date, provided that no trial run takes place.

9.4 If a trial run takes place in addition to the installation test, it commences 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 period required to remedy the defects. If, at the end of the trial run, no defects preventing acceptance have been reported by the Customer, acceptance is deemed to have taken place, provided that the Customer does not refuse acceptance within 14 days stating a further defect.

9.5 In the case of staging services, Logicalis verifies the proper provision of the service by suitable measures appropriate to the respective subject matter of the service. The nature, scope and duration of the verification are at Logicalis' reasonable discretion and depend on the agreed subject matter of the service. Upon completion of the verification, Logicalis will request the Customer to confirm the proper provision of the service in text form. In all other respects, Clause 17.4 applies.

9.6 Separable parts of the services which can be used independently may be accepted separately (partial acceptance).

10. Cancellations, Termination of Contracts

10.1 Cancellations of orders which are not based on a defect in the goods or services may be made only with Logicalis' consent. In such cases, Logicalis reserves the right to charge a reasonable cancellation fee and to demand reimbursement of its own costs and expenses. The Customer reserves the right to prove that Logicalis has incurred no expense or damage, or substantially lower expense or damage.

10.2 Contractually agreed terms and termination provisions take precedence over these GTC. If no term and no termination provision has been agreed for a continuing obligation, either contracting party may terminate it by ordinary notice in text form with four weeks' notice to the end of a month.

11. Transfer of Risk

11.1 The risk of accidental loss and accidental deterioration of the goods passes to the Customer upon handover. Handover is deemed to have occurred if the Customer is in default of acceptance.

11.2 In the case of a sale involving carriage, the risk of accidental loss and accidental deterioration of the

goods passes upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.

11.3 In the case of staging services, the risk does not pass until the staged hardware is delivered to the Customer; § 447 BGB does not apply in this respect. In the case of installation services, the risk in the hardware passes upon its delivery to the Customer, prior to the start of the installation.

12. Retention of Title

12.1 Logicalis retains title to the goods sold until full payment of all existing present and future claims arising from an ongoing business relationship.

12.2 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Customer must inform Logicalis without undue delay, subsequently also in text form, if and to the extent that third parties gain access to the goods subject to retention of title, so that Logicalis can enforce its title. If the third party or parties are unable to reimburse the judicial or extrajudicial costs incurred by Logicalis in this connection, the Customer is liable for these.

12.3 In the event of conduct by the Customer in breach of contract, in particular non-payment of the remuneration due, Logicalis is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand return of the goods on the basis of the retention of title. The demand for return does not at the same time constitute a declaration of withdrawal; rather, Logicalis is entitled merely to demand return of the goods and to reserve the right of withdrawal. If the Customer is in default of payment, Logicalis may assert these rights only if it has previously set the Customer a reasonable payment deadline without success, or if setting such a deadline is dispensable under the statutory provisions. The transport costs incurred for the return are borne by the Customer. The goods subject to retention of title taken back by Logicalis may be realised. The proceeds of realisation are set off against the amounts owed by the Customer to Logicalis, after deduction of a reasonable amount for the costs of realisation.

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

12.4.1 The retention of title extends to the products resulting from processing, mixing or combination of the goods at their full value, whereby Logicalis is deemed the manufacturer. If, in the case of processing, mixing or combination with goods of third parties, the third parties' title is retained, Logicalis acquires co-ownership in proportion to the invoice values of the processed, mixed or combined goods.

In all other respects, the same applies to the resulting product as to the goods delivered subject to retention of title.

12.4.2 The Customer hereby assigns to Logicalis by way of security the claims against third parties arising from the resale of the goods or of the product, in their entirety or in the amount of any co-ownership share pursuant to Clause 12.4.1 above. Logicalis accepts the assignment. The Customer's obligations set out in Clause 12.2 also apply with regard to the assigned claims.

12.4.3 The Customer remains authorised to collect the claim alongside Logicalis. Logicalis undertakes not to collect the claim as long as the Customer meets its payment obligations towards Logicalis, does not default on payment, and no application for the opening of insolvency proceedings has been filed and no suspension of payments has occurred. If this is the case, however, Logicalis may demand that the Customer disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

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

12.5 The Customer must handle the products with care and insure them, at its own expense and at their nominal value, against theft, breakage, fire, water and other damage, and provide evidence of such insurance upon request.

13. Software Licences

13.1 Where standard software is the subject matter of the services contractually owed by Logicalis, the licence terms of the respective software manufacturer become part of the contract and the software may be used only in accordance with those licence terms.

13.2 Where software which is not standard software is the subject matter of the contractual services, the nature and scope of the right of use follow from the order confirmation or from a statement of work attached to the order confirmation.

14. Personal Data

Where Logicalis' activity under the contract consists of collecting, storing or processing personal data on behalf of the Customer, the Customer remains the controller within the meaning of data protection law. To the extent that Logicalis processes personal data on behalf of the Customer, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR before the processing begins.

15. Customer's Duties to Cooperate

15.1 The Customer shall provide, in good time and free of charge, all technical data, computer programs, files, documentation, test data and/or other information and resources which it must consider expedient, appropriate and necessary for the provision of the contractually owed services in accordance with the order confirmation and/or statement of work, or which Logicalis requests from it. Should problems, delays, damage, 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 Where the contractually owed services are provided at the Customer's business premises, the Customer shall provide, free of charge, office space, services, equipment (such as copiers, fax machines, computers and modems), protective clothing/equipment and, where applicable, personnel to an extent appropriate for the performance of the services. Where employees or vicarious agents of Logicalis are required to observe site rules at the Customer's business premises, the Customer will notify Logicalis thereof in good time and instruct its employees/vicarious agents accordingly. Apart from site rules and any safety regulations, Logicalis' employees are not subject to any instructions from the Customer and are not integrated into the Customer's operational organisation.

15.3 The Customer will comply with all other duties to cooperate applicable under the statement of work 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 set the Customer a reasonable grace period for performing these duties to cooperate, upon the unsuccessful expiry of which Logicalis is entitled to withdraw from the contract, without prejudice to any further claims. Logicalis is further entitled to claim compensation for the damage arising therefrom, including additional expenditure. This includes in particular the costs of personnel made available for the provision of the services (waiting times).

15.5 Before the services commence, the Customer shall appoint a contact person who is available to Logicalis for all matters relating to the order and who is authorised to make decisions on the Customer's behalf or to ensure that such decisions are taken promptly. Questions concerning the performance of the services shall be coordinated between this contact person and the project coordinator nominated by Logicalis.

16. Intellectual Property

16.1 Logicalis is either itself the owner of the rights in all designs, procedures, techniques, concepts, software and inventions, irrespective of whether they are used, produced or created in connection with the services (collectively the “Creations”), and of all associated industrial property rights, copyrights, trade secrets and all other associated intellectual property, or Logicalis is authorised by the respective rights holder to use and/or distribute them. No statement contained in the quotation, statement of work, order confirmation or any other document relevant to the contractual relationship is to be construed as tacitly, implicitly or otherwise transferring to the Customer any licence or other right, claim or interest in the Creations and/or in the property associated therewith beyond the extent mandatorily required by law.

16.2 The Customer is obliged to support Logicalis to a reasonable extent in the assignment, evidencing, registration and enforcement of its rights and its title to all patents, copyrights and other intellectual property associated with the Creations, and to all other rights granted in all countries on the basis of the contractual relationship and held by Logicalis. This includes, among other things, the execution of additional instruments of transfer and support with applications for patents, copyrights or registrations of other intellectual property. All costs associated therewith are borne by Logicalis.

16.3 To the extent that individual work results arise in the course of service or works performance, the Customer receives in respect thereof, upon full payment, a non-exclusive right of use, unlimited in time and territory, for the purpose contemplated by the contract; it may transfer this right to affiliated companies (§§ 15 et seq. German Stock Corporation Act (AktG)). In respect of pre-existing Creations (Clause 16.1), the Customer receives only a non-exclusive right of use, to the extent necessary for the intended use of the work results. For open source components and third-party software, the respective licence terms, to which Logicalis draws attention, take precedence.

17. Inspection, Notification of Defects, Acceptance

17.1 The Customer is obliged to inspect the goods received without undue delay after delivery for obvious defects, in particular also for obvious shortfalls in quantity or damage. Identifiable transport damage must be notified to the forwarding agent immediately in order to preserve claims under the forwarder's liability. Other obvious defects must be notified in text form without undue delay, at the latest within two weeks of receipt of the goods. Timely dispatch of the notification is sufficient to meet the deadline. In the case of non-obvious (hidden) defects, the Customer is obliged to notify these in text form without undue delay after their discovery. If the Customer fails to give the notifications specified above, the goods shall be deemed approved also with

regard to that defect and Logicalis' liability for the defect not notified is excluded. The Customer bears the burden of proof for the timeliness of the notification as well as for the existence of a defect and the time at which it was established.

17.2 As an intermediary, Logicalis is under no duty to inspect merchandise which it has procured from upstream suppliers and delivered unaltered to the Customer.

17.3 Where Logicalis prepares a concept or other works performance as part of the services to be provided, the Customer must carry out acceptance without undue delay as soon as the service has been made available for acceptance. Logicalis may set a reasonable deadline for acceptance.

17.4 If Logicalis has made available to the Customer a works performance capable of acceptance and has requested acceptance, the service shall be deemed accepted if the Customer does not refuse acceptance in text form within 14 days of the request, stating at least one specific defect (§ 640 (2) BGB). Defects which preclude acceptance will be remedied free of charge; the acceptance period is extended by the time required to remedy the defects. If, at the end of the acceptance period, there are no qualified notifications of defects by the Customer which preclude acceptance, acceptance shall be deemed to have taken place.

18. Warranty

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

18.2 Only such information as is expressly contained in Logicalis' quotation and in the Customer's order and designated as such shall constitute an agreement on the characteristics of the goods.

18.3 Where the characteristics have not been agreed, Logicalis is not liable for public statements (e.g. advertising claims and labelling) by third parties, in particular not by the manufacturer, unless Logicalis expressly adopts these as its own statements. Furthermore, liability for incorrect assembly instructions is also excluded.

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

18.5 If subsequent 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 subsequent performance has expired without success or is dispensable under the statutory provisions, the Customer may withdraw from the

purchase contract or reduce the purchase price and, in the case of a works contract, may remedy the defect by way of self-remedy and demand reimbursement from Logicalis of the costs of such self-remedy, or withdraw, or reduce the price. However, there is no right of withdrawal in the case of an insignificant defect. Upon declaration of withdrawal or of a reduction in price, the Customer's claim to delivery of an item free of defects lapses.

18.6 Claims of the Customer for damages or for reimbursement of futile expenditure are granted only within the scope of Clause 19 below; in all other respects they are excluded.

18.7 Liability for defects lapses if and to the extent that the Customer uses non-approved accessories, or makes modifications or repairs to the products delivered or to the associated software without prior express consent, or has such modifications 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 Logicalis is liable in accordance with the statutory provisions, unless otherwise provided below.

19.2 Logicalis is responsible for wilful deceit, intent and gross negligence. In addition, Logicalis is also responsible for ordinary negligence in the following cases: (i) for damage arising from injury to life, body or health; (ii) in the event of the breach of a material contractual obligation whose performance is a prerequisite for the proper execution of the contract in the first place and on whose observance the Customer regularly relies and may rely (cardinal obligation); in this case, however, liability is limited to compensation for the foreseeable damage typically occurring. Claims of the Customer under guarantees and under the German Product Liability Act (ProdHaftG) remain unaffected in any event.

19.3 On account of a breach of duty which is not based on a defect, the Customer may – where the further statutory conditions are met – only withdraw or terminate if Logicalis is responsible for the breach of duty. Withdrawal is excluded if the breach of duty is insignificant. A right of the Customer to terminate at will (in particular pursuant to §§ 650, 648 BGB) is excluded. In all other respects, the statutory conditions and legal consequences apply.

19.4 Logicalis is liable for the loss of data and its restoration in accordance with the foregoing 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 restoration effort which would have been incurred had backup copies been made commensurate with the risk.

19.5 Logicalis is not liable for damage suffered by the Customer resulting from late, incorrect or incomplete delivery to Logicalis by its upstream suppliers, unless Logicalis is responsible for this circumstance.

19.6 All limitations of liability also apply for the benefit of Logicalis' corporate bodies and vicarious agents.

20. Limitation Periods

20.1 For buildings and items which have been used for a building in accordance with their customary use, the limitation period for claims for defects is 5 years from delivery. In all other respects, the limitation period for claims for defects is one year from delivery and, for services subject to acceptance, one year from acceptance. If delivery has not taken place, the limitation period commences at the end of the year in which the claim arose. The aforementioned limitation periods also apply to concurrent claims in tort.

20.2 By way of derogation from Clause 20.1, the statutory limitation period applies in the following cases: (i) for claims for defects where Logicalis has fraudulently concealed the defect or has assumed a guarantee as to characteristics; (ii) for claims for damages arising from injury to life, body or health; (iii) for other claims for damages based on 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 whose performance the execution of the contract is not possible and on which Logicalis' contractual partner may regularly rely.

20.3 All other claims and rights of the Customer not mentioned in Clauses 20.1 and 20.2 above – on whatever legal basis – become time-barred one year from the time at which the service was provided. If the service has not been provided, the limitation period commences at the end of the year in which the claim arose. Shorter statutory limitation periods take precedence.

21. Financial Circumstances

If, in Logicalis' free assessment, the Customer's financial circumstances do not justify the payment terms granted, Logicalis is entitled to withhold orders not yet performed until the Customer has provided reasonable security. This does not apply if, upon written request, the Customer 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 established by final and binding judgment, are undisputed, ready for decision

or acknowledged by Logicalis, or arise from a claim entitling it to refuse performance. The Customer may exercise a right of retention only if it is based on the same contractual relationship.

22.2 The assignment by the Customer of rights arising from the business relationship requires Logicalis' prior written consent. § 354a German Commercial Code (HGB) remains unaffected.

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. Confidentiality

Each contracting party is obliged to keep confidential the information and documents originating from the sphere of the other contracting party which are marked as confidential or are clearly identifiable as trade or business secrets for other reasons. Except where this is necessary in order to achieve the purpose of the contract, the contracting parties are not entitled to record or exploit such information or documents or to pass them on to third parties. The contracting parties must impose corresponding obligations on their employees, representatives and contractual partners. The confidentiality obligation ends if the information requiring confidentiality is publicly known or is made public or made known to the user by a third party during the term of the confidentiality obligation without breach of a confidentiality obligation. Also excepted is confidential information which must be disclosed on the basis of statutory obligations or by order of a court or a public authority. To the extent legally permissible and possible, the recipient obliged to disclose will inform the other party in advance and give it the opportunity to take action against the disclosure.

24. Export Regulations, No Export to Russia

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

24.2 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any products supplied under or in connection with this business relationship that fall within the scope of Article 12g of Regulation (EU) No 833/2014. The Customer shall undertake its best efforts to ensure that the purpose of Clause 24.2 sentence 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by third parties further down the commercial chain, including by possible resellers,

that would frustrate the purpose of Clause 24.2 sentence 1.

24.3 Any violation of Clause 24.2 constitutes a material breach of an essential element of this contract, and Logicalis is entitled to seek appropriate remedies, including, but not limited to:

(i) termination of the business relationship; and

(ii) an appropriate penalty, the amount of which is determined by Logicalis at its reasonable discretion and the appropriateness of which may, at the Customer's instigation, be subject to review by the competent court.

24.4 The Customer shall inform Logicalis without undue delay of any problems in applying Clause 24.2 et seq., including any relevant activities by third parties that could frustrate the purpose of Clause 24.2 sentence 1. The Customer shall make available to Logicalis, within two weeks of a simple request for such information, information concerning compliance with the obligations under Clause 24.2.

25. Place of Performance, Jurisdiction and Applicable Law

25.1 These GTC and all legal relationships between Logicalis and the Customer are governed by the substantive law of the Federal Republic of Germany, excluding all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods. The requirements and effects of the retention of title pursuant to Clause 12, by contrast, are governed by the law of the respective place where the item is stored, to the extent that the choice of German law made is inadmissible or ineffective.

25.2 For all disputes arising directly or indirectly from the contractual relationship, the place of performance is Logicalis' place of business in Neu-Isenburg, Germany. Any resulting actions must be brought before the court having jurisdiction for Logicalis' registered office. The same applies if the Customer has no general place of jurisdiction in Germany or if its domicile or habitual residence is unknown at the time the action is brought.

26. Force Majeure

If a contracting party is prevented from performing by force majeure – by unforeseeable and unavoidable events outside its sphere of influence (e.g. natural disasters, war, terrorism, pandemics, measures taken by public authorities, energy or supply chain disruptions, large-scale IT/cyber incidents, lawful industrial action) – the affected performance obligations are suspended for the duration and to the extent of the impediment; agreed deadlines are extended reasonably. The affected party shall inform the other party without undue delay. If the force majeure continues for longer than three months, either party may

terminate the affected contract in text form; services already provided will be invoiced.

27. Severability Clause

Should individual provisions be or become invalid or unenforceable, the validity of the remaining provisions remains unaffected. The statutory provision shall take the place of the invalid or unenforceable provision (§ 306 (2) BGB). The parties shall fill any gaps in the provisions in good faith by means of a provision which comes as close as possible to what was intended in economic terms.