



**General Terms and Conditions of Delivery of LION Smart GmbH
For use in business transactions with entrepreneurs
(Status 19.02.2021)**

1. General

1.1 The deliveries, services and offers of LION Smart GmbH (hereinafter referred to as "Contractor") shall be made exclusively on the basis of these Terms and Conditions of Delivery. They shall apply to all future business relations, even without having been expressly agreed upon again. These terms and conditions shall be deemed accepted at the latest upon receipt of the contractor's order confirmation. Counter-confirmations of the customer with reference to his terms and conditions of business or purchase are hereby rejected.

1.2 Deviations from these Terms and Conditions of Delivery shall only be binding if they are confirmed in writing by the Contractor. Amendments and supplements must be made in writing.

2. Offer and conclusion of the contract

2.1 The Contractor's offers are subject to change and non-binding. The Customer's order shall be a binding offer to conclude a contract. The Contractor may accept this offer within a period specified in the offer, but no later than four weeks after receipt, by sending an order confirmation. The contract shall only be concluded upon the Contractor's written order confirmation.

2.2 Drawings, illustrations, dimensions, weights or other performance data and / or other information are not guaranteed characteristics. They shall only be binding if this is expressly agreed in writing. The characteristic features or properties specified in the specification shall conclusively define the properties of the performance.

3. Prices

3.1 The prices stated in the Contractor's order confirmation do not include statutory Value Added Tax. Value Added Tax shall be stated separately at the applicable rate.

3.2 Unless otherwise agreed, all prices shall be ex 85748 Garching.

4. Delivery and performance, liability for delay

4.1 Delivery dates shall only be binding if they have been agreed in writing and are expressly designated as binding.

4.2 Proper and timely self-delivery remains reserved. The Contractor shall inform the Customer without delay of the non-availability of the delivery item and, in the event of revocation of the contract ("Rücktritt"), shall reimburse the Customer for the corresponding consideration without delay.

4.3 The Contractor shall be liable for delays in performance in accordance with the statutory provisions if the Contractor, a representative or a vicarious agent is responsible for the delay. However, in cases of simple negligence, the Contractor's liability shall be limited to the foreseeable damage typical for the contract. In all other cases, the Contractor's liability for delay in performance shall be limited to 5% of the value of the delivery / service for damages in addition to performance ("Schadensersatz neben der Leistung") and to 15% of the value of the delivery / service for damages in lieu of performance ("Schadensersatz statt der Leistung"). Any further claims of the Customer shall be excluded – even after expiry of any

deadline set to the Contractor for performance. The above limitations shall not apply in the event of liability for intent, gross negligence or injury to life, body or health.

4.4 Insofar as the delivery / service is impossible, the Customer may demand compensation for damages in accordance with the statutory provisions. However, the Customer's claim for damages in addition to or in lieu of performance and for reimbursement of futile expenses shall be limited to a maximum of 10% of the value of that part of the delivery / service which cannot be used due to the impossibility. Further claims of the customer due to impossibility are excluded. This limitation shall not apply in cases of liability based on intent, gross negligence or injury to life, body or health. The right of the client to revoke the contract remains unaffected.

4.5 Force majeure shall release the Contractor from the obligation to perform the contract for the duration and to the extent of the event. Force majeure shall in particular include natural disasters, epidemics, pandemics, war or threats of war, reactor accidents, labor disputes, strikes, lockouts, unforeseeable operational disruptions or shortages of raw materials, restrictions on energy supply by third parties and other similar events for which the Contractor is not responsible. Claims for damages by the customer are excluded in cases of force majeure. In the event that the Contractor is released from the obligation to fulfill the contract for more than four (4) weeks due to force majeure or due to actual or economic impossibility, the parties shall have the right to revoke the contract; any advance services rendered shall be returned. This shall also apply if such circumstances occur after the delivery date has been exceeded. A case of economic impossibility exists if the prices have increased by 10% due to a case of force majeure.

4.6 In the event of improper or non-intended use of the delivered product ("Product") by the Customer, there shall only be a claim for warranty for defects and / or damages in accordance with Section 4 if the Customer proves that the defect occurred independently of the improper or non-intended use. Improper use shall be deemed to exist in particular in the event of

- operation of the Product in an environment which was not foreseen,
- operating the Product in a way that does not comply with the relevant legal safety regulations at the place of use,
- failure to observe the warnings and safety instructions in all documents relevant to the Product,
- operating the Product under faulty safety and protective conditions,
- unauthorized modification of the product or the supplied software, or
- influence of connected or neighboring devices outside the legally permissible limit values.

4.7 The Contractor shall only be entitled to make partial deliveries and / or render partial services, which may be invoiced accordingly, if the partial delivery is usable for the Customer within the scope of the intended purpose of the contract, the delivery of the remaining ordered goods and / or services is ensured and the Customer does not incur any significant additional expenses or additional costs as a result.

5. Safety regulations

Insofar as safety provisions are attached to the Contractor's deliveries and services, these shall be carefully observed by the Customer. In this respect, the Customer undertakes to create the operational prerequisites already with the handover of these safety provisions to him, which ensure the exact observance of these safety provisions. Any liability of the Contractor for damages resulting from non-compliance with these safety regulations is expressly excluded.

6. Shipping and passing of risk

6.1 The Customer shall bear the costs of shipment from the Contractor's place of business.

6.2 The mode of shipment and means of transport shall be exclusively at the discretion of the Contractor. Packaging costs are not included in the price. This shall also apply in particular to higher costs incurred due to any requested or required special packaging. Insurance against transport damage of any kind shall only be provided at the express request and expense of the Customer. The contractor is not liable for transport damages. The risk of accidental destruction or accidental deterioration of the goods shall pass to the Customer at the latest when the items are handed over (start of the loading process) to the forwarding agent, carrier or other third party.

7. Notification of defects, warranty and liability for defects

7.1 The Contractor warrants that the products are free from manufacturing and material defects. The warranty period shall be 24 months. It shall commence on the date of delivery.

7.2 If the Contractor's operating or maintenance instructions are not followed or if modifications are made to the products, parts are replaced or expendable materials are used that do not comply with the original specifications without the Contractor's consent, any warranty shall lapse if the Customer does not disprove that only one of these circumstances caused the defect.

7.3 The Customer must notify the Contractor in writing of any recognizable defects or an incomplete delivery without delay, but no later than one week after receipt of the delivery item, giving a detailed description of the defects complained of. Defects which cannot be discovered within this period even after careful inspection shall be notified to the Contractor in writing immediately after discovery. Claims due to defects or incomplete delivery notified late are excluded. The processing of complaints shall not be deemed a waiver of the assertion of a late or improper notice of defect.

7.4 Claims for defects shall not exist in the case of only insignificant deviations from the agreed quality or in the case of only insignificant impairment of usability.

7.5 The Contractor shall provide supplementary performance for defective delivery items by remedying the defect ("Repair") or by delivering an item free of defects ("Replacement"). The supplementary performance does not imply the recognition of a legal obligation to do so. The Contractor may refrain from supplementary performance if the expenses for supplementary performance exceed 30% of the market value of the item sold, in which case the rights of the Customer shall be determined in accordance with Section 7.6. In the event of Repair, the remaining part of the original warranty period pursuant to section 7.1 shall begin to run upon return of the repaired delivery item. The same shall apply in the case of Replacement. The expenses necessary for the purpose of supplementary performance shall be borne by the Customer insofar as they are increased by the fact that the delivery item is taken to a place other than the Customer's place of business, unless the transfer is in accordance with its intended use.

7.6 If the supplementary performance fails twice or if a reasonable period set by the Customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may revoke the contract or reduce the purchase price. Claims for damages shall only exist in accordance with Section 7.9.

7.7 Guarantees, in particular warranties as to quality, shall only be binding on the Contractor to the extent that they (i) are included in an order confirmation, (ii) are expressly designated as a "guarantee" or "warranty as to quality", and (iii) expressly stipulate the obligations resulting from such guarantee for the Contractor.

7.8 Only the direct Customer shall be entitled to warranty claims against the Contractor. They are not transferable.

7.9 The Contractor shall be liable in cases of intent or gross negligence of the Contractor, a representative or vicarious agent in accordance with the statutory provisions. Otherwise, the Contractor shall only be liable in accordance with mandatory statutory provisions, in particular in accordance with the Product Liability Act ("Produkthaftungsgesetz"), for injury to life, body or health, for breach of an express warranty of quality or for culpable breach of material contractual obligations (an obligation, the fulfilment of which enables the proper performance of the contract in the first place and on the observance of which the Customer regularly relies and may rely). The claim for damages for the violation of essential contractual obligations is, however, limited to foreseeable damage typical for the contract, unless there is intent or gross negligence. The Contractor shall not be liable for damage caused to the delivery item itself; in particular not for loss of profit or other financial losses of the Customer. The provisions in this section shall extend to damages in addition to performance and damages in lieu of performance, irrespective of the legal grounds, in particular due to defects, the breach of duties arising from the obligation or from tort. They also apply to the claim for compensation of futile expenses. However, liability for delay shall be determined in accordance with Section 4.3, liability for impossibility in accordance with Section 4.4.

8. Payment

8.1 Unless otherwise agreed, 35% of the order value shall be paid by the Customer upon receipt of the order confirmation and a further 35% upon notification of completion of half of the order. The remaining 30% of the order value shall be due for payment after delivery to the Customer.

8.2 Unless otherwise agreed in writing, the Customer shall be in default 30 days after the due date if it has not paid. The Customer shall only be entitled to withhold payments or to offset them against counterclaims if its counterclaims have been legally established, are undisputed or recognized by the Contractor or arise from the same contractual relationship.

8.3 If the Contractor becomes aware of circumstances that call into question the solvency and creditworthiness of the Customer, in particular if the Customer suspends payments or files an application for the opening of insolvency proceedings, the Contractor shall be entitled to declare the entire remaining debt due and payable and to make further deliveries only against advance payment.

9. Retention of title

9.1 The delivery item shall remain the property of the Contractor until all claims to which it is entitled against the Customer under the business relationship have been satisfied. In the event of a breach of duty by the Customer, in particular in the event of default in payment, the Contractor shall be entitled to demand the surrender of the delivery item and / or to revoke the contract even without setting a deadline; the Customer shall be obliged to surrender the delivery item. The demand for surrender of the delivery item shall not constitute a declaration of withdrawal by the Contractor unless this is expressly declared.

9.2 If the delivery or service subject to retention of title by the Contractor is inseparably combined or mixed with other items, the Contractor shall become the owner or – if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods subject to retention of title – co-owner of the new item in the ratio of the value of the goods subject to retention of title to the value of the new item. In the event that no such acquisition of ownership occurs on the part of the Contractor, the Customer hereby assigns its future ownership or co-ownership of the new item to the Contractor as a security. The Customer shall assign to the Contractor any claims arising from the resale of the reserved goods in proportion to the value of the reserved goods.

10. Compliance with legal provisions and export

10.1 Customer shall comply with all regulatory requirements and all applicable laws, in particular the laws of the country in which Customer does business. The Customer shall obtain in due time all necessary permits and licenses as well as all other necessary permissions required for the use or export of the delivery item under all such applicable laws. In the event of a breach of the above obligations, the Customer shall indemnify the Contractor against any claims of third parties.

10.2 The Contractor may withhold its performance vis-à-vis the Customer if the Customer would violate such applicable laws or if not all required permits are available and this is not due to the fault or responsibility of the Contractor.

11. Industrial Property Rights and copy rights and confidentiality

11.1 The Contractor shall remain the owner of the Industrial Property Rights and copyrights to which it is entitled at the time of the respective conclusion of the contract. The Customer shall not be granted any rights of use or exploitation thereof. Industrial Property Rights include in particular patent and design rights, utility models as well as know-how. All ideas, inventions, know-how, samples, models, cost estimates, drawings and similar, information of a tangible and intangible nature (also in electronic form) which arise in the course of the provision of the services by the Contractor shall be the intellectual property of the Contractor. Insofar as the use of the industrial property rights and copyrights is necessary for the agreed purpose of use of the Customer, the Customer shall receive a non-exclusive right of use, limited in terms of territory, time and extent to the agreed purpose of use, non-transferable and revocable at any time. Any objects and documents provided as well as electronic information which have not led to a contract shall be destroyed or returned by the Customer at the latest two months after the last business contact between the Contractor and the Customer, at the discretion of the Contractor, and evidence shall be provided accordingly.

11.2 The Contractor shall be exclusively entitled to all industrial property rights and copyrights to the product in relation to the Customer, even if these have arisen as a result of the Customer's specifications or cooperation.

11.3 All information, findings, results, data and documents designated by the Contractor as "secret" or "confidential" ("Secret Information") may neither be reproduced by the Customer nor made accessible to third parties without the express consent of the Contractor. This includes in particular the direct or indirect, paid or free transfer to or inspection by third parties. The Customer undertakes to ensure that all natural persons and legal entities who receive knowledge of the Secret Information during the performance of the contract are obliged to maintain confidentiality in accordance with these provisions. To the extent permitted by law, these obligations shall also be imposed on the Customer's employees for the time after they have left the Company.

11.4 The Customer undertakes to keep Secret Information confidential in the sense of a trade and business secret even beyond the termination of the contract and to use it only for the purposes of the concluded contract and its execution. Any internal company disclosure shall be limited to the absolutely necessary extent required for the performance of the contract ("need-to-know").

12. Third parties' rights

12.1 The Contractor shall, using the care customary in the industry, endeavor to ensure that the delivery item does not infringe any Industrial Property Rights or copyrights of third parties in the country of the place of performance. This effort shall neither include a search for conflicting Industrial Property Rights or copyrights nor their evaluation. If the use of the delivery item leads to the infringement of third-party Industrial Property Rights or copyrights,

the Contractor shall, at its own discretion and at its own expense, procure for the Customer a right to further use which is sufficient for the agreed or presumed use under the contract or modify or replace the delivery item in a manner reasonable for the Customer in such a way that the infringement of Industrial Property Rights or copyrights no longer exists. If this is not possible or not reasonable for the Contractor, both parties shall be entitled to revoke the contract.

12.2 The obligations of the Contractor pursuant to Section 12 shall be conclusive in the event of infringement of Industrial Property Rights or copyrights, subject to claims for damages pursuant to Section 7.9. They shall only exist if:

- (a) the Customer immediately notifies the Contractor in writing of any asserted infringements of Industrial Property Rights or copyrights,
- (b) the Customer supports the Contractor to a reasonable extent in defending the asserted claims or enables the Contractor to carry out modification measures,
- (c) the Customer does not admit or acknowledge the existence of an infringement to third parties,
- (d) the Contractor reserves the right to all defensive measures and settlement negotiations, and
- (e) the infringement of the Industrial Property Rights or copyrights has not been caused by the fact that the Customer or third parties commissioned by the Customer have modified the delivery item without authorization or have used it in a manner not intended by the Contractor or together with products not intended by the Contractor.

12.4 Insofar as the Customer is responsible for the infringement of Industrial Property Rights, its claims shall be excluded.

12.5 The Contractor shall not be responsible for the infringement of Industrial Property Rights or copyrights caused by the fact that the Customer or third parties commissioned by the Customer have modified the delivery item without authorization or have used it in a manner not intended by the Contractor or together with products not intended by the Contractor. Furthermore, the Contractor shall not be liable for infringements of combination or process patents which concern the use of the Contractor's products in connection with other materials or goods not originating from the Contractor.

12.6 If the Contractor executes the order according to the specifications or with products that the Customer has provided to the Contractor, the Contractor shall be excluded from any liability for infringement of Industrial Property Rights or copyrights. The Customer shall indemnify and hold the Contractor harmless from and against all losses incurred by the Contractor as a result of any claim for infringement of Industrial Property Rights or copyrights.



13. Miscellaneous

13.1 The exclusive jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Munich.

13.2 These Terms and Conditions of Delivery and the entire legal relationship between the Customer and the Supplier shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and German Private International Law.

13.3 Should any provision in these Terms and Conditions of Delivery or any other contractual agreement in the legal relations of the parties be or become invalid or unenforceable, the validity of all other provisions or agreements shall not be affected. The invalid or unenforceable provision shall be replaced by the parties by an appropriate and lawful provision which comes as close as possible to the invalid or unenforceable provision. The same applies in case of an omission.