

Terms and Conditions

General Terms & Conditions of Business & Delivery of RugGear GmbH

I. Scope, conclusion of agreement

1. These General Terms & Conditions of Business & Delivery (hereinafter referred to as: GTCB) apply to all products and services provided by RugGear GmbH (hereinafter referred to as: the Supplier), unless particular deliveries are subject to special conditions. The customer's terms & conditions of business shall only apply insofar as we have given our express written consent to the same. Collateral agreements must be in writing. Contractual agreements shall only materialize by way of our written or electronically transmitted order confirmation. Up to then, our quotations shall remain non-binding insofar as they are not subject to a time limit.
2. In the event of constant business relations with entrepreneurs (Art. 14 of the Civil Code), these GTCB's in the form currently in force shall also be an integral part of the agreement even if no further express reference is made to the same.
3. These GTCB'S apply exclusively to entrepreneurs (Art. 14 of the Civil Code). An entrepreneur is any natural or legal person or partnership with legal capacity that concludes a legal transaction in the course of carrying out its commercial or independent professional activity.

II. Delivery, transfer of risk, delay in delivery

4. The delivery period begins with the conclusion of the contract and full clarification of the type and scope of the deliveries.
5. If the delivery or handover is delayed due to reasons for which the customer is responsible or the customer delays acceptance for other reasons, the risk shall pass to the customer.
6. In the event of delays of delivery due to reasons for which we are not responsible, the delivery period shall be extended at least by the period of time the delay in delivery lasts.
7. In the event of default of payment, the customer shall be obliged to pay default interest at a rate of 9% above the applicable base rate of the ECB.
8. Contractual penalties for delay in delivery shall only be valid if agreed on previously in writing.
9. The customer may not refuse to accept services because of minor defects. Partial deliveries shall be permissible unless agreed otherwise in writing.

10. Exports of deliveries from Germany may be subject to permit requirements. Our delivery obligation applies subject to the existence of such permits.
11. Delivery is carried out EXW Lauda-Koenigshofen (Incoterms 2010) unless expressly agreed otherwise. If the Supplier is obliged to dispatch the delivery, it shall be entitled to determine the type and route of dispatch. If requested, transport insurance will be obtained for the delivery, with the relevant costs to be borne by the customer.
12. The risk shall - also in the case of partial deliveries - pass to the customer no later than at the time of dispatching or collecting the delivery.

III. Guarantee

1. The Supplier guarantees that the delivery is free of material and manufacturing defects and has the properties assured under the contract at the time of the transfer of risk. On arrival, the customer shall inspect the goods immediately for defects and quality. In the event of obvious defects, these must be reported to us in writing within 10 calendar days of the delivery. In the event of any violation of the obligation to inspect and give notice of defects, the delivery shall be deemed to have been approved with regard to the relevant defect.
2. The warranty period is for 24 months from the time of delivery insofar as the Supplier does not have unlimited liability under mandatory legal regulations or these GTCB's. In the event of complaints, proof of the the date of purchase must be submitted with an invoice. The guarantee does not cover normal wear and tear. The guarantee shall expire if the customer modifies, opens or otherwise tampers with the goods delivered in any way.
3. The Supplier shall have the rights to carry out repairs twice free of charge during the guarantee period. Partial or complete replacement of the goods shall be permissible.

IV. Liability

1. The Supplier shall assume liability in the case of malice, intent or gross negligence according to the relevant statutory provisions.
2. Damage caused by the Supplier due to slight negligence shall only be compensated for if it concerns the breach of a fundamental obligation whereby non-compliance with such obligation jeopardizes achieving the purpose of the contract and/or fulfillment of such obligation makes it possible at all to implement the contract in a due and proper manner and the meeting of which the customer may normally rely on (cardinal obligation). In such a case, the liability of the Supplier shall furthermore be limited to the extent of the damage that would typically have been expected to arise on conclusion of the contract based on the circumstances known to it at that time and given the nature of the agreements under the contract.

3. The Supplier shall only be liable for the loss or damage of data and restoration of the same if such loss would not also have been avoidable by way of appropriate data back-up measures taken by the customer.
4. The aforementioned liability exclusions and restrictions also apply vis-à-vis employees, representatives, bodies and vicarious agents of the Supplier as well as other third parties used by the Supplier to perform the contract.
5. Cases of statutory liability (e.g. claims for damages under the Product Liability Law) and liability for damage arising from injury to life, limb or health shall remain unaffected by the aforementioned liability restrictions.
6. The procedural burden of proof shall remain unaffected by this provision.

V. Price and payment

1. The Supplier's list prices valid at the time of delivery shall apply unless agreed otherwise.
2. Prices are EXW Lauda-Koenigshofen (Incoterms 2010), including standard packaging, not including insurance and not including the applicable rate of VAT.
3. The following standard procedure will apply: Payment conditions are determined by Customer`s creditworthiness, which will be checked by the Supplier at Coface credit insurer via online request. Customer, who cannot be insured by Coface shall pay in advance. In the case of Customer's positive creditworthiness the term „30 days after date of invoice“ applies. In case that the sum of open invoices tends towards the credit limit, further deliveries, which would exceed the credit limit, will be done only against prepayment.
4. The assignment of claims vis-à-vis the Supplier to third parties is excluded without our prior consent in writing.
5. The customer party may only offset claims that are undisputed or have been ruled on in a final judgment.
6. The Supplier shall have the right to suspend delivery if, in the event of foreign transactions, currency fluctuations cause currency disadvantages to the Supplier in excess of 10%.

VI. Retention of title

1. The deliveries shall remain the property of the Supplier until they have been paid for in full and shall be surrendered by the customer if the Supplier has withdrawn from the contract.

2. The customer shall not be entitled to assign the reserved goods or transfer them as security. The customer may only resell the reserved goods in the normal and orderly course of business. In the event of resale, the customer shall herewith assign the full amount of all claims arising against its customers to the Supplier as security for the claim of the latter. The customer shall give immediate notification of any access by third parties to the reserved goods or the claims assigned to the Supplier and inform such third parties of the Supplier's rights accordingly.
3. Should the customer be in default in relation to one or more payments or discontinue its payment or the initiation of insolvency proceedings be applied for with regard to its assets, the customer may then no longer dispose of the reserved goods.
4. The reserved goods owned by the Supplier must be insured by the customer against damage, destruction and loss. The rights arising from these insurance policies shall be assigned to us.

VII. Industrial property rights

1. The Supplier reserves existing ownership and industrial property rights as well as its know-how with regard to all quotation documents and all other documents and information the customer receives from the Supplier during the sale and delivery process.
2. The Supplier shall retain the copyright to documents made available by it. Publication and duplication, in full or in part, is permitted only with the written consent of the Supplier.
3. Insofar as the provision of software products or software/hardware bundles is included in the subject matter of the contract, the following shall apply:
 - a) Unless agreed otherwise, the Supplier grants the customer non-exclusive rights of use to the software or software product limited in time to the period of use referred to in the order/license notice and restricted geographically to the Federal Republic of Germany. This includes the right to store, download and run the software as well as copy it for these purposes. Insofar as the number of simultaneous installations and uses has not been expressly agreed, use shall be limited to one functional installation. Articles 69d and 69e of the Copyright Law remain unaffected.
 - b) In the case of the Supplier's software products containing components of open source software that are provided to the customer, the Supplier shall, in derogation of paragraph VII.3.a. above, only create the conditions for the customer to be able to acquire rights of use from the author/developer of the open source software to the extent of the relevant open source license conditions. The granting of rights of use to the customer by the Supplier shall not take place in such a case. The customer is informed that passing on software that contains open source components - also within the group - is subject to the

obligation to comply with the license conditions relating to the relevant open source component. This regularly includes providing license texts, copyright and amendment notices as well as, where applicable, the provision of source codes insofar as this is provided for by the license conditions relating to the open source component concerned.

- c) The Supplier's software products can be protected by copyright laws or other statutes and conventions on the protection of intangible property. The Supplier shall retain copyrights and other intellectual property rights to which it is entitled in relation to the software product; only rights for the use of the respective software product shall be granted to the extent agreed. In cases of doubt, all other rights beyond the scope of use provided for shall remain with the Supplier. In particular, the customer shall not be entitled to hire out the software acquired or in any other way grant sub-licenses to third parties, reproduce or make it accessible publicly in a wired or wireless manner or make it available to third parties free of charge or against payment, e.g. by way of Application Service Providing or in the form of Software as a Service. The right of the customer to resell the program copy acquired by way of a purchase transaction to a third party while relinquishing its own right to use the software shall remain unaffected. Copyright notices, serial numbers and other characteristics used for identification contained in the software product may not be removed or altered.

VIII. Acceptance of returned deliveries

The Supplier shall grant the customer a 14-day right of return for goods not used. The deadline period for returns is adhered to by dispatching the goods in a timely manner (date of invoice). The return shall only be accepted by the Supplier if sufficient postage has been paid. The right of return shall not be valid for discounted goods or special sales promotions.

IX. Data storage

Our privacy policy can be found [here](#).

X. Rental equipment

1. Rental equipment is held in the possession of the customer for the rental period only; it is not the property of the customer. At the end of the rental period, the equipment must be returned to the Supplier without delay and with free proof of dispatch. An amount fixed in a separate agreement shall become due for the rental period 14 days after commencement of the rental/invoicing. In the event of delayed return, the time can be recalculated on the basis of the rental agreement.
2. The Supplier shall have the right to issue an invoice for rental equipment not returned up to a maximum of the current list price.

XI. Jurisdiction and applicable law

1. Orders issued to us shall be subject exclusively to German substantive law with the exclusion of the United Nations Convention on Contracts for the International Sales of Goods (CISG).
2. If the customer is a businessman, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be that responsible for the Supplier's registered office. However, the Supplier shall also be entitled to take action in the jurisdiction responsible for the customer's registered office.

XII. Severability clause

Should any of the provisions set out above prove to be ineffective, this shall not affect the validity of the remaining provisions. The parties to the agreement shall agree to replace any such ineffective provision with new provisions that come closest to the economic purpose of the contract and appropriately safeguard their mutual interests.

As per 01 November 2023