A. General Terms and Conditions

B. Additional Terms and Conditions for the sale of software products and/or services with digital elements or other digital content

A. General Terms and Conditions:

§ 1 General Provisions

1. These General Terms and Conditions of delivery and payment (hereinafter: "**GTC**") shall apply to all business relationships of Basler AG (hereinafter: "**Basler**") with
   a) a person who, at the time of conclusion of the contract, is acting in execution of his commercial or self-employed business activity (hereinafter: "**Merchant**") and/or
   b) legal entities under public law or a special fund under public law,

   hereinafter collectively: "**Customers**", with respect to the sale and/or delivery of goods, irrespective of whether Basler manufactures the goods itself or purchases them from suppliers (Sections 433, 650 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB)) ("**Goods**"), consulting and other service offerings (hereinafter: "**Service Offerings**") as well as work performed by Basler (Service Offerings and work performances and Goods hereinafter collectively: "**Services**"), irrespective of whether the Customer places orders via Basler´s webshop on the website operated at the URL https://www.baslerweb.com (hereinafter: "**Webshop**") or otherwise in writing or verbally.
2. For the avoidance of doubt, these GTC shall not apply to any contracts entered into between Basler and consumers (B2C). The Goods are manufactured for the resale to business customers only (B2B) and are not suitable for distribution to consumers within the meaning of Section 13 BGB.
3. Unless otherwise agreed, the GTC shall apply in the version valid at the time of the Customer´s order or, in any case, in the version last communicated to the Customer in text form (publicly available at the URL https://www.baslerweb.com/en/service/general-terms-conditions/) as framework agreement also for similar future contracts without Basler having to refer to them again in each individual case.
4. These GTC shall apply exclusively. No terms and conditions of the Customer shall apply even if Basler will accept, execute and/or fulfil the Customer´s order without reservation in the knowledge that the Customer´s terms and conditions conflict with or deviate from these GTC.
   Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in Basler´s confirmation of the Order will take precedence over these GTC.
   In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
5. The Goods are not specifically designed, manufactured or designated for sale as parts, components or structural parts for the planning, construction, servicing or direct operation of automotive, aeronautical, nuclear and medical equipment or mass transport means. The Customer will bear the sole responsibility where Goods and other Services acquired by the Customer from Basler are used for these purposes. The Customer will inform its own customers of this upon resale of the products.
6. A written contract or written confirmation by Basler will be authoritative for the subject matter and validity of individual agreements.
7. Legally relevant declarations and notifications by the Customer with regard to this contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTCS shall include written and text form (e.g. letter, e-mail, fax). Statutory form requirements and further proof, in particular in case of doubts about the legitimacy of the declarant, shall remain unaffected.

§ 2 Conclusion and amendment of contract

1. The Customer may submit offers to Basler to conclude a contract (hereinafter: "**Order**") at least in text form, verbally or via the Webshop.
2. To place orders via the Webshop of Basler, the Customer must first register at the URL https://www.baslerweb.com. By registering, they confirm that they are Customers within the meaning of these GTCs. After successful registration, the Customer may submit an Order by selecting a Good, adding it to the shopping cart using the "Add to Cart" button, and submitting the purchase order using the "Order Now" button. Before submitting the purchase order, the Customer shall be obliged to accept these GTC by clicking on the button "I've read and accept the Terms & Conditions.*".
3. Any quotations made by Basler shall be subject to change and non-binding. This shall also apply if Basler has provided the Customer with catalogue, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions, or documents—including in electronic form—to which Basler reserves ownership rights, copyrights and industrial property rights. A reference to standards or agreed specifications alone shall merely constitute a more detailed description of the Goods or Services and shall not constitute a guarantee of characteristics. Basler reserves the right to change information in the technical documentation at any time. At the request of Basler, any documents issued by Basler to potential Customers must be returned to Basler if no contract will be concluded.
4. The Order placed by the Customer shall be deemed to be a binding contractual offer. Unless otherwise stated in such Offer, Basler shall be entitled to accept this contractual offer within 10 business days of receipt by Basler by way of sending a written confirmation of the Order or shipping the Goods or executing the Order.
5. In all other respects, the Customer´s Orders, in whatever form, shall only be binding upon Basler and the contract shall only be concluded if and to the extent that Basler has issued a confirmation of the Order in written or in text form

(text form shall include fax, e-mail or EDI) or renders the Service.

6. Amendments and additions to the contract must at least be made in text form, unless otherwise stated in these Terms and Conditions.

§ 3 Shipment, transfer of risk and acceptance

1. Unless otherwise agreed to in writing, Basler's delivery shall be made FCA (Incoterms 2020) at the registered office of Basler AG, Ahrensburg.
2. The risks of loss or deterioration shall pass to the Customer upon hand-over of the Goods to the carrier, forwarding agent or other transporting person, including Basler's own resources or vehicles, even if partial deliveries are being made or other Services have been accepted. The same shall apply for free delivery. In such event, Basler shall assume liability for direct damage in transport limited to the respective gross value of the Goods, should such damage have been caused by Basler's own transporting persons. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. Handover or acceptance shall be deemed to have occurred if the Customer is in default of acceptance.
3. If the shipment is delayed due to circumstances for which the Customer is responsible, the risk of loss or deterioration shall pass to the Customer upon notification of readiness for shipment. From this point onwards, deliveries will be stored and insured at the Customer´s expense and risk. This shall also apply in cases in which the Customer has not named the recipient of the Goods or another requested place of handover, even after 30 (thirty) days after conclusion of the contract, or has not done so in a timely manner, thereby violating their obligations to cooperate.
4. The Customer shall be obliged to accept the deliveries within 8 days of receipt of the notification of readiness for shipment. The Customer shall also be in default of acceptance if the delivery is only offered to them by Basler verbally or in text form. Section 294 BGB shall not apply.
   The Customer shall not unjustifiably reject acceptance of the deliveries. The refusal of acceptance shall be unjustified if, for example, such refusal is based on the presence of a minor defect.
   All other legal requirements for default of acceptance shall remain unaffected. In the event of non-acceptance, Basler may exercise its statutory rights.
5. The Customer shall be obliged to accept partial deliveries of reasonable volume.
6. If the Customer is in default of acceptance, fails to cooperate, or if delivery is delayed for other reasons for which the Customer is responsible, Basler shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs). If Basler demands compensation for the Customer´s default of acceptance, this shall amount to 15% of the purchase price. Higher or lower compensation shall be set if Balser proves further damages or the Customer proves lower damages.
7. The Customer must notify Basler in writing of any damages in transport without undue delay, at the latest within 3 days of receipt of the Goods, even if Basler is not responsible for the transport. All damages in transport must be documented in detail, including photos. The driver of the transport vehicle should also (co-)sign the document. The Customer shall also take all measures to claim and hold the carrier liable for the protection of all rights of Basler. Any damaged Goods must be stored safely and sealed in their original packaging.

§ 4 Delivery periods and delay in delivery

1. Specified delivery periods and dates are non-binding unless this is expressly agreed by Basler in writing.
2. Adherence to agreed delivery periods and dates is contingent upon the Customer fulfilling their contractual obligations in a timely manner. Delivery periods shall commence upon conclusion of the contract, however not before the Customer has provided the necessary documents, drawings, approvals, and other formalities, before import, export, transit, and payment authorizations have been obtained, and before any agreed advance payments and securities have been provided.
3. The delivery period will also be met if the notification of readiness for shipment has been sent to the Customer by the time it expires. Where a specific date has been agreed instead of a delivery period, such date shall be equivalent to the last day of a delivery period.
4. Basler shall be entitled to make reasonable partial deliveries without being in default.
5. All performance obligations of Basler are furthermore subject to timely and correct self-delivery. In the event of late or incorrect self-delivery through no fault of its own, Basler shall be entitled to postpone delivery for the duration of the delay caused thereby and, in the event of a hindrance that makes delivery impossible, to withdraw from the contract, in which event the consideration already paid by the Customer will be refunded without undue delay. In the event of delay, Basler shall inform the Customer thereof as soon as possible.
6. The delivery period shall also be deemed to have been met if the Goods leave the plant or the specified shipping station by the expiry of the delivery period or if the Customer is notified about readiness for shipment or performance, but the delivery cannot be made on time through no fault of Basler.
7. If delivery by Basler will be delayed, the Customer shall notify Basler, setting a reasonable period of grace. Such period must be at least 14 days. The Customer must send a written reminder when default of delivery begins. However, this shall not affect the statutory exceptions, according to which a deadline is not required.
8. After expiry of a reasonable period of grace granted to Basler in the event of a delay in delivery, the Customer shall be entitled to withdraw from the contract provided that the Customer has notified Basler of their rejection of performance upon setting said period of grace. The Customer's right to withdraw shall not apply if upon the expiry of the period of grace the Goods have been shipped or are ready for shipment and Basler has notified the Customer to that effect.
9. The agreed delivery periods shall be extended in addition to § 4(5) by the duration of any, at the time of conclusion of the contract, unforeseeable event, that could not be prevented by Basler despite exercising the utmost care, and that is not attributable to Basler, such as war, threat of war,

riots, acts of violence by third parties against persons or property (including cyber attacks), sovereign interventions including monetary and trade policy measures (e.g., economic sanctions), pandemics, labour disputes at Basler or at Basler´s suppliers or transport companies, interruptions to planned transport connections, fire, shortages of raw materials (e.g., semiconductors and other electronic components), energy shortages, and other operational disruptions at Basler or Basler´s suppliers for which Basler is not responsible. The foregoing shall also apply in cases where delivery by Basler is already delayed or if the impediment to performance already existed prior to the conclusion of contract but was unknown to Basler. Basler shall notify the Customer of the existence of any such impediments as stated above as well as the beginning and end thereof as soon as possible.

10. If any delays in delivery attributable to any one or more of the events stated in § 4(5) and (9) above shall continue for a period longer than four months, either party shall be entitled to withdraw from the contract. However, the Customer shall have the right to withdraw from the contract only if Basler fails to declare within one week of Customer´s request whether Basler intends to withdraw or to deliver within a reasonable period of time. Such right of withdrawal shall exist notwithstanding the aforementioned period if performance of the contract has become unreasonable for one of the parties in consideration of the delay so occurred.
11. If the Customer has a right to claim damages due to delay in performance, such claim shall amount to 0.5% for each completed week of delay, however, in the aggregate to a maximum of 5% of the agreed net price of the Goods delivered late (maximum lump-sum compensation for delay). The first two weeks of delay will not constitute grounds for compensation for delay. Once the maximum lump-sum compensation for delay has been reached, the Customer shall be entitled to refuse to accept the delayed part of the delivery or Service and to withdraw from the contract. This forgoing shall also apply if a partial delivery has already been made or a partial Service has been rendered and partial acceptance is unreasonable for the Customer. In the event of withdrawal, the Customer may demand a refund of the amount already paid in return for the return of the Goods delivered and Services provided by Basler.
12. If the customer intends to withdraw from the contract due to a delay in delivery and/or claim damages in lieu of performance, then, after expiry of the periods set forth in § 4, the Customer must set a reasonable period for delivery by Basler. If the Customer has a right to claim damages in lieu of performance, such claim shall be limited to a maximum of 25% of the agreed delivery value in case of slight negligence. The foregoing shall not apply to injuries to life, body and health. If Basler accidentally becomes unable to deliver while in default, Basler's liability shall be limited to the limits of liability agreed above. Basler shall have no liability if the damage would have occurred in the event of timely delivery. Basler reserves the right to prove a lesser damage. If impossibility will occur during the Customer's default of acceptance or if the Customer will be solely or predominantly responsible for these circumstances, the Customer shall remain obligated to contractual obligation.

§ 5 Retention of title

1. Basler shall retain title to the Goods sold until the purchase price and all other claims to which Basler is entitled against the Customer arising from the current business relationship have been paid in full.
2. The Goods subject to retention of title may neither be pledged to third parties nor transferred as security before the secured claims have been paid in full. The Customer must notify Basler without undue delay in writing if an application is made to open insolvency proceedings or if third parties seize Goods (e.g., seizures) belonging to Basler.
3. In the event of breach of contract by the Customer, in particular non-payment of the purchase price due, Basler shall be entitled to demand the return of the Goods on the basis of the retention of title. The demand for return shall not include also the declaration of withdrawal; Basler shall rather be entitled to demand only the return of the Goods and to reserve the right of withdrawal. If the Customer fails to pay the purchase price due, Basler may only assert these rights if Basler has previously set the Customer a reasonable deadline for payment that has expired to no avail, or if such deadline will be dispensable according to statutory provisions.
4. Until notice to the contrary, the Customer shall be authorized to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this event, the following provisions shall apply in addition:
   a) The retention of title extends to the full value of the products created by processing, mixing, or combining Basler´s Goods, whereby Basler is considered the "manufacturer." If, in the event of processing, mixing, or combining with third-party goods, the latter´s ownership rights remain in force, Basler shall acquire 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 Goods subject to retention of title.
   b) The Customer hereby assigns to Basler the receivables towards third parties arising from the resale of Goods or the product in total or in the amount of Basler´s co-ownership share, if any, in accordance with the above paragraph as security. Basler shall accept the assignment. The Customer´s obligations specified in § 5(2) shall also apply with regard to assigned receivables.
   c) In addition to Basler, the Customer shall remain authorised to collect the receivable. Basler undertakes not to collect the receivable as long as the Customer will meet their payment obligations towards Basler, there will be no deficiency in their ability to pay and Basler will not assert its retention of title by exercising a right in accordance with § 5(3). However, this being the case, Basler may demand that the Customer will inform Basler of the assigned receivables and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this event, Basler shall be entitled to revoke the Customer´s authority to further sell and process Goods subject to retention of title.

d) If the realisable value of the securities exceeds Basler´s claims by more than 10%, Basler shall release securities at Basler´s discretion at the Customer´s request.

§ 6 Acceptance

1. Where the Service provided by Basler constitutes a work performance, the agreed date of acceptance shall be decisive for the transfer of risk – except in case of justified refusal of acceptance – or alternatively, the notification of readiness for acceptance.
2. In the absence of an agreement, the Customer must accept the Service within two weeks. Once this period has expired, the work performance will be deemed to have been accepted.
3. The Customer must not refuse acceptance if such acceptance is grounded on the presence of a minor defect.
4. Acceptance shall also be deemed to have taken place
   a) if the acceptance test cannot be carried out on the scheduled date for reasons for which Basler is not responsible;
   b) if the Customer refuses acceptance without being entitled to do so;
   c) if the Customer refuses to sign an acceptance record in accordance with the contract without being entitled to do so;
   d) as soon as the Customer will use deliveries or Services from Basler.

§ 7 Prices and price adjustments

1. Prices quoted by Basler are net prices and do not include VAT at the applicable rate. Unless agreed otherwise, prices will be quoted ex works, excluding ancillary costs such as freight, customs duties, tariffs and packaging, without discounts or other reductions or deductions, and plus the statutory value added tax applicable on the day of delivery. Confirmed prices will be valid only for the purchase of the confirmed quantity. This paragraph applies notwithstanding and supersedes any Incoterm set forth on the face of Basler's specification, quote, order acknowledgment or other documentation.
2. Basler shall be entitled to deviate from the prices specified in the confirmation of the Order at the earliest 4 (four) months after conclusion of the contract (except in cases of unforeseeable hardship) and to make reasonable price changes under the following conditions:
   a) If the period between the date of conclusion of the contract and the date scheduled for delivery or performance of the Service (hereinafter: "**Delivery Period**") specified for all or part of the Goods to be delivered or Services to be rendered (hereinafter: Delivery) will exceed four months, and if, after the date of conclusion of the contract, the costs for labour or Goods increase by more than 10 (ten)% particularly due to price increases at Basler's suppliers, Basler shall be entitled to reasonably increase the price for the parts of the overall Delivery (i.e. to the extent of the increase in purchase costs) which are scheduled for Delivery after the expiry of 4 (four) months.
   b) In cases of unforeseeable hardship for which Basler is not responsible, Basler may request an adjustment corresponding to the additional costs, provided that such adjustment will be reasonable for the Customer. Unforeseeable hardship shall be deemed those cases where costs on which the contract is grounded have changed significantly. A significant change in the costs on which the contract is grounded shall in any case be deemed to have occurred if the market price of the Goods to be procured has risen by 15% between the conclusion of the respective purchase contract and the scheduled date of Delivery.
3. Basler will notify the Customers of any cost increases without undue delay and provide evidence of such increases as soon as and to the extent that they occur and lead to a price adjustment in accordance with § 7(2). In this event, the Customer shall be entitled to terminate the contract in writing within two (2) weeks of taking note, whereby the date of receipt of the termination by Basler will be decisive for keeping of the term. After expiry of the notice period above, the Customer will be bound by the amended contract.
4. The following shall apply with regard to Service Offerings: Unless otherwise agreed, Service Offerings shall be invoiced according to the time and materials expended based on the remuneration rates specified in Basler´s current price list, unless a fixed lump-sum price has been expressly agreed. The foregoing shall also apply to technical documentation, inspection reports, expert opinions, and evaluations of measurements and tests to be prepared in connection with the respective Order. Materials expended shall also include the costs for the use of special tools and equipment as well as consumables and small items. Basler shall be entitled to demand instalment payments in accordance with the progress of the Service Offering.

§ 8 Payments

1. Unless agreed otherwise, any claims owed to Basler under invoices issued by Basler shall be payable immediately upon receipt of the invoice or upon acceptance of the Goods, net (without deduction) within 30 days, "free of charge to the paying agent" of Basler. Any changes to the above must be agreed in writing. All payments must be made in euros. Bills of exchange or checks will only be accepted on account of performance. Basler accepts only payments from an account in the name of the Customer.
1. Payment due dates shall also be met if transport, Delivery, or acceptance of the Services is delayed or becomes impossible for reasons for which Basler is not responsible, or if insignificant parts are missing or reworking proves necessary that will not render the use of the Services impossible.
2. Basler shall be entitled to credit payments of the Customer initially to earlier debts owed by the Customer. In case any damages caused by delay and interest have accrued already, Basler shall be entitled to initially credit any payments to damages caused by delay, then to any interest accrued, and finally to the principal debt.
3. As soon as the period specified in § 8(1) expires, the Customer shall be in default. The date of payment shall be determined by the date on which the payment will be received in the bank account specified by Basler on the respective invoice.

4. Where payment in instalments or a credit period has been agreed, the full residual debt shall become immediately due and payable if
   a) The customer is in default with the payment of one instalment and such instalment accounts to at least 5% of the cash price;
   b) The customer is in default with the payment of two consecutive instalments;
   c) The Customer finally ceases to make payments; or
   d) Basler acquires knowledge of any other circumstances casting doubt on the Customer´s creditworthiness (e.g. insolvency proceedings have been applied for or opened against the Customer´s assets).
5. The Customer shall only be entitled to rights of offset or retention to the extent that their counterclaim has been finally adjudicated or is undisputed.
6. If the Customer will default in payment, then notwithstanding Basler's other rights under these GTC may at its option notify the Customer in writing, setting a reasonable period of grace for performance or supplementary performance. After said period of grace has expired to no avail, Basler shall be entitled to withdraw from the purchase contract by written notice and to claim damages in lieu of performance. If the Customer will default in payment, Basler shall be entitled to provide the respective and future Services owed by it only after prepayment by the Customer.

§ 9 Claims based on defects in Goods

Material defects

1. The statutory provisions shall apply to the rights of the Customer in the event of material defects (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise provided for below. The special statutory provisions on the reimbursement of expenses in the case of final delivery of the newly manufactured Goods to a consumer (supplier's recourse pursuant to Sections 478, 445a, 445b or Sections 445c, 327(5), 327u BGB) shall remain unaffected, unless an equivalent compensation has been agreed. The additional conditions in Part B. of these GTC shall apply to software products.
2. Insofar as the parties have an agreement on the quality of Goods, objective requirements for the Goods shall not be applied. In the case of products that are customised for the Customer, a defect may not be based on the fact that the product does not meet the objective requirements (such as the usual quality).
3. The Customer shall inspect the delivered goods without undue delay upon receipt for defects and in particular for the aforementioned quality. The Customer shall without undue delay but not later than 5 (five) working days after delivery notify Basler in writing of any identifiable defects together with a detailed description thereof. Defects not immediately identifiable in the course of a proper inspection or defects appearing subsequently shall be notified by the Customer in writing without undue delay to Basler, at the latest within 5 (five) working days after identification together with a detailed description thereof. For Goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing.
4. If the Customer fails to properly inspect the Goods and/or give notification of defects, the liability for the defect not notified or not notified in time or not notified properly shall be excluded. For Goods intended for incorporation, attachment or installation, this shall also apply if the defect became apparent as a result of the breach of one of the obligations to inspect and give notification of defects only after the corresponding processing; in this event, in particular, there shall be no claims by the Customer for reimbursement of corresponding costs ("Removal and Installation Costs").
5. All product descriptions and manufacturer´s specifications which are the subject of the individual contract or which were publicly announced by Basler (in particular on Basler´s Internet homepage https://www.baslerweb.com/) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. Only insofar as the quality has not been agreed, the statutory provision shall be used to assess whether or not a material defect (Section 434(3) BGB) is present. Public statements made by Basler or on its behalf, in particular in advertising or on the label of the Goods, shall take precedence over statements made by other third parties.
6. All those parts proving to be defective as a result of circumstances having occurred prior to the transfer of risks shall at Basler's option be either rectified or replaced free from defects without charge. Any parts replaced shall become the property of Basler.
7. The Customer shall after communication with Basler grant Basler the time and opportunity required to perform all rectifications and replacement deliveries deemed necessary by Basler, in particular the rejected Goods must be handed over to Basler for inspection purposes; if the Customer fails to do so, Basler shall be released from its liability for any consequences resulting from such failure.
8. If the complaint proves justified, Basler shall bear the expenses required for the purpose of subsequent fulfilment, provided that this will not place an unreasonable burden on Basler. To the extent that the expenses increase due to the fact that the Customer has taken the Goods to a place other than the place of performance after Delivery, any additional costs incurred as a result shall be borne by the Customer In the event of the sale of a newly manufactured item, Basler shall also reimburse the Customer for expenses incurred within the scope of recourse claims in the supply chain to the extent of its statutory obligation.
9. The Customer shall have a right to withdraw from the contract under the applicable statutory provisions if Basler - taking into account any exceptional circumstances provided for by law - fails to perform the rectification or replacement delivery for a material defect within a reasonable period set by the Customer. If the defect is of minor nature only, the Customer shall only have a right to reduce the contractually agreed price. In all other respects, the right to reduce the contractually agreed price shall be excluded.
10. In particular, no warranty shall be assumed in the following circumstances: unsuitable or improper use, inaccurate assembly or commissioning by the Customer or third parties;

wear and tear; incorrect or negligent handling; improper maintenance; unsuitable equipment; defective construction works; unsuitable building lot; chemical, electrochemical, or electrical influences to the extent Basler is not accountable for such circumstances.

11. If a defect will be rectified improperly by the Customer or a third party, Basler shall have no liability for any consequences resulting from such improper rectification. The same shall apply to any modifications of the delivered item performed without the prior consent of Basler.
12. In all other respects, Basler will not assume any guarantee of quality, durability or any other guarantee or procurement risk for the Goods, unless Basler has expressly assumed any such guarantee or risk designated as such in writing or in text form in the individual case.

Defects in title

13. In the event the use of the Goods will result in an infringement of any industrial property rights or copyrights in Germany, Basler shall at their own expense generally provide the Customer with the right to further use or modify the Goods in a manner reasonable to the Customer, so that the infringement will cease to exist. If it will not be possible to do so in an economically reasonable way or within a reasonable period of time, both parties shall be entitled to withdraw from the contract
14. Basler shall be obliged as aforesaid only if:
    a) The Customer informs Basler without undue delay after becoming aware of any asserted claims for the infringement of industrial property rights or copyright;
    b) The Customer assists Basler to the extent reasonable in the defence of such claims or, as the case may be, allows Basler to perform the above stated measures for modification;
    c) Basler shall be reserved the right to perform all defensive measures including any extrajudicial settlements;
    d) The defect in title does not result from an instruction given by the Customer; and
    e) The infringement has not been caused by any unauthorized modification or noncontractual use of the delivered item by the Customer.

§ 10 Limitation period for material defects and defects in title

1. For material defects and defects in title, the Customer's right to claim subsequent performance as well as their rights for reduction or withdrawal shall become time-barred after one year unless agreed otherwise in writing or text form. For Goods, the period shall commence upon Delivery ex works/warehouse of Basler or, for Service Offerings, upon their completion or, if acceptance has been agreed, upon acceptance. This shall not apply to recourse claims by the Customer in the event of contracts for products with digital elements pursuant to Section 327u BGB. The above limitation periods shall also apply to contractual and non-contractual claims for damages by the Customer based on a defect in the Goods in the event of slight negligence on the part of Basler or its vicarious agents, provided that there is no injury to life, limb, or health or breach of essential contractual obligations (cardinal obligations).
2. If Delivery of the Goods or completion of the Service Offerings or acceptance will be delayed for reasons for which Basler is not responsible, the period for asserting claims for material defects and defects in title shall end no later than 15 months from the invoice date.
3. The above limitation periods shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the Services, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would result in a shorter limitation period in the individual case.
4. For fraudulent concealment of defects, intentional breaches of duty, claims arising from tort, the assumption of a guarantee for quality or a procurement risk, and in accordance with the Product Liability Act, the statutory limitation periods shall apply.

§ 11 Special provisions for Service Offerings and work performances

For Service Offerings provided by Basler, the following provisions shall apply in addition:

1. Scope of Service Offerings
   If a Service Offering has been agreed upon by Basler, Basler´s written confirmation of the Order shall be decisive for the scope of the Service Offering. For the avoidance of doubt, a specific result shall generally not be owed, unless the parties expressly agree otherwise. Any changes must be expressly agreed in writing. The price shall also be adjusted accordingly in the event of mutually agreed changes.
2. Scope of work performances
   If a work performance has been agreed, Basler´s written confirmation of the Order shall be decisive for the scope of the work performance. In each case, a specific result shall be owed within the scope of the commissioned work performance. Protective devices and accessories will only be supplied and installed if this has been expressly agreed in writing.
3. Rights and obligations of the parties
   Basler shall perform Service Offerings and work performances professionally using its own qualified personnel or shall appoint qualified representatives for this purpose.
   At Basler´s discretion and after consultation with the Customer, the Service Offerings and work performances shall be performed either at Basler´s premises or at the Customer´s site. For the performance at the Customer´s site, the Customer undertakes to grant Basler´s personnel access to their premises and to provide a suitable facility for the performance of the Service Offerings or work performances. The Customer shall inform the personnel deployed by Basler if special attention must be paid to the Customer, third parties, or other Merchants, or if relevant regulations must be adhered to. Basler shall be entitled to refuse or discontinue Service Offerings and work performances if the safety of its personnel cannot be ensured or if the Customer repeatedly fails to fulfil their obligations despite being instructed otherwise.
   In the event that the Service Offerings or work performance is performed at Basler, the Customer shall bear

transport and storage costs as well as any related expenses, if any.

If the Customer fails to provide the necessary collaborative actions, any additional costs and other expenses incurred shall be borne by the Customer.

4. Period of completion for Service Offerings

All information regarding periods of completion for Service Offerings is based on estimates and shall therefore be non-binding. The agreement of a binding period of completion requires that the scope of the Service Offering can be determined.

A bindingly agreed period of completion shall be extended reasonably

a) if the information required by Basler to perform the Service Offerings will not be received timely, or if the Customer subsequently modifies such information, or
b) if the Customer fails to fulfil their obligations under the contract, in particular if they fail to make payments on time or in the proper manner, or
c) in cases of force majeure.

In all other respects, the provisions of § 4 of these GTC shall apply mutatis mutandis in the event of a delay in Delivery.

5. Date of completion for work performances

An agreed date of completion for work performances shall be deemed to have been met if, by that date, the work performance will be ready for acceptance by the Customer or, in the event of a contractually stipulated acceptance test, ready for the test to be carried out. For delays, the provisions of § 4 of these GTC shall apply mutatis mutandis to a delay in delivery.

If the work performance will be lost or deteriorate prior to acceptance through no fault of Basler, Basler may demand the agreed price less any expenses saved. This shall also apply in the event of an impossibility through no fault of Basler. The Customer may only demand that the work performance be redone if and to the extent that this is reasonable for Basler, taking into account its other contractual obligations. This renewed work performance shall be remunerated again at the initial price for the work performance.

6. Estimation of effort and basis for invoicing

Unless otherwise agreed, Service Offerings and work performances shall be invoiced on the basis of time and materials expended. Travel times, a reasonable order-related preparation and processing time after the travel will be considered as working time.

Information regarding the amount of the expected costs shall be considered purely estimates and shall not be binding. If, due to the estimation of effort, the Customer will decide to not proceed with the performance of the Service Offering or work performance, the Customer will be charged for the costs of the estimation of effort.

The Customer shall acknowledge the effort performed by signing the relevant reports submitted by Basler. If the Customer will fail to provide the acknowledgement without good reason or will not provide it in good time, the records of Basler´s personnel shall serve as basis for invoicing.

7. Risk of damage or loss and insurance

The Customer shall bear the risk of damage to or loss of items or parts thereof to be processed by Basler during the performance of the Service Offering or work performance, even if this takes place at Basler, or during any necessary transport or storage. The Customer shall be responsible for insuring against damage of any kind.

8. Liability for defects in Service Offerings

Basler shall warrant the professional and diligent performance of the Service Offerings for a period of six months after completion of these Service Offerings in accordance with the following provisions

Basler shall only assume warranty liability for defects attributable to work performed by the Customer´s personnel or third parties under Basler´s instructions and supervision if these defects are demonstrably due to gross negligence on the part of its own personnel in giving instructions or exercising supervision.

9. Special provisions for consultations regarding the purchase of software products

The basis for Basler´s consulting services regarding the selection of software products (hereinafter: "**Software Consulting**") that the Customer should purchase is the information provided by the Customer to Basler, in particular regarding the Customer´s business operations, existing software, the intended purpose of use and the planned duration of use of the software. Basler will provide Software Consulting based solely on this information.

Under no circumstances shall Basler be liable if the Software Consulting will not meet the Customer´s actual needs if the Customer has not provided Basler with clear and complete information in this regard. In all other respects, Basler´s liability shall be governed by § 9 of these GTC.

10. Liability for defects in work performances

Basler shall be liable for defects in work performances, subject to mandatory statutory provisions, in accordance with the provisions of § 9 of these GTC.

§ 12 Repair agreements - scope of service

Beyond its warranty obligations, Basler shall render repair services for delivered Goods in return for payment on the basis of a separate confirmation of Order. If a repair cannot be performed on site, the transport of the item to be repaired to and from Basler´s manufacturing plant shall be carried out at Customer´s expense and risk. In all other respects, the provisions of § 11 of these GTC shall apply.

§ 13 General liability

1. Insofar as nothing to the contrary arises from these GTCS including the following provisions, Basler shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
2. Basler shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, liability shall only apply in the event of a breach of material contractual obligations (obligations whose fulfilment is essential for the proper execution of the contract in the first place and on whose fulfilment the Customer regularly relies and may rely). However, Basler´s liability shall in any case be limited to the damage typically foreseeable at the time of conclusion of the contract. To the extent the damage will be covered by an insurance (other than a stated benefit insurance) taken out by the Customer for the respective insured event, Basler´s liability shall be

limited to any related disadvantages incurred by the Customer such as, e.g., higher insurance premiums or interest disadvantages incurred up to the time of settlement of the claim by the insurer.

3. The preceding limitations of liability shall also apply towards third parties and in the event of breaches of duty by persons (also in their favour) for whose fault Basler is responsible in accordance with statutory provisions.
4. The above limitations of liability shall not apply in the event of injury to life, limb or health. Irrespective of any fault on the part of Basler, Basler´s liability in the event of the defect fraudulently concealed, from the assumption of a guarantee or a procurement risk and under the German Product Liability Act shall remain unaffected.
5. Liability for default in Delivery or performance is conclusively governed by § 4 of these GTC.
6. In the event of a breach of duty that does not constitute a defect, the Customer may only withdraw from the contract or terminate it if Basler is responsible for the breach of duty. The Customer shall have no right to terminate the contract at will.
7. Any further claims by the Customer are excluded.

§ 14 Indemnification of Basler

If persons will be injured or third-party property will be damaged as a result of actions or omissions on the part of the Customer or their agents, and if claims will be made against Basler for this reason, the Customer shall indemnify Basler in full upon first request and hold Basler harmless. This shall include all costs incurred in and out of court for legal defence.

§ 15 Termination of contract

1. Basler shall be entitled to withdraw from concluded contracts if, as a result of catastrophes, acts of war or other unforeseeable reasons for which Basler is not responsible, Delivery becomes significantly more difficult and unreasonable compared to the time the contract was concluded. An unreasonable material impediment shall in any case deemed to have occurred if the market price of the Goods has increased by 25% between the conclusion of the respective sales contract and the scheduled Delivery date.
2. If the Customers will be more than two weeks in arrears with the payment of an invoice, if an application has been made to open insolvency proceedings against the Customer´s assets, if the Customer has initiated out-of-court proceedings for the settlement of debts or has suspended payments, or if Basler becomes aware of other circumstances that significantly reduce the Customer´s creditworthiness and jeopardise Basler´s claim to the consideration owed, Basler shall be entitled to demand security for outstanding deliveries by way of advance payment or a bank guarantee (at the Customer´s discretion) and setting a deadline of at least one week and to refuse performance until the security has been provided. After a reasonable grace period set by Basler has expired to no avail, Basler shall also be entitled to terminate this and other contracts or to claim damages in lieu of performance.
3. For the avoidance of doubt, Basler shall be entitled to terminate the contract and take back the Goods subject to retention of title (cf. § 5 of these GTC) in the event of breaches of duty by the Customer, in particular in the event of repeated default in payment. The setting of a deadline may be omitted in the event of statutory exceptions. The Customer shall be obliged to return the Goods.
4. In all other respects, the statutory provisions shall apply.

§ 16 Intellectual Property

1. The intellectual property rights to the Services developed by Basler, the ownership of the corresponding industrial property rights and copyrights and the rights to protect the know-how shall remain with Basler. Unless expressly authorised by Basler, the direct or indirect reproduction, decompilation, distribution, transfer or licensing of the rights mentioned herein is prohibited.
2. Basler shall grant the Customer the non-exclusive and non-transferable right, unlimited in time and space, to use the Services provided under this contract for the project within the scope of which this contract was concluded. The transfer of rights is subject to the condition precedent of Basler´s remuneration claim being satisfied. The special conditions set out in Part B of these GTC shall apply to delivered software.
3. Basler may provide Goods and/or Services similar to those developed and/or provided for other purposes and other Customers. This shall also apply to existing or newly acquired know-how as long as this know-how will not contain any confidential information belonging to the Customer.

§ 17 Customs and export control

1. Offers and contracts that require an export license or approval by export control authorities (e.g. due to embargo) are subject to the condition precedent that such export license or approval is granted. The performance of a contract may be subject to the granting of export licenses by the competent export control authorities (Germany, USA, other countries).
2. In case the Customer intends to resale purchased goods the Customer shall undertake all required measures to ensure compliance with export control rules and regulations. In particular, the Customer shall ensure compliance with current applicable embargo rules of the EU, the USA and the United Nations and inform Basler upon request about the end user and further delivery of the goods.
3. The Customer shall indemnify and hold harmless Basler and its employees against any and all damages to the extent such damages are based on the Customer's violation of its obligations under this Section 17.

§ 18 Compliance with laws, anti-corruption

1. The Customer warrants that he is acting in accordance with applicable laws, including antitrust laws and regulations on corruption and money laundering and other criminal law provisions.
2. If there is reason to suspect that the Customer is in breach of above obligations, Basler is entitled to terminate the agreement if it would be unreasonable to Basler to continue the agreement. In the event of such termination, (i) Basler is released from any obligation to execute the agreement, (ii) the Customer shall indemnify and hold harmless Basler and its employees against any and all

damages to the extent such damages are based on the Customer's violation of its obligations under this Section 18.

§ 19 Data protection

Personal data will be processed in accordance with the statutory data protection requirements. Basler's privacy policy is available at the following link:
https://www.baslerweb.com/en/service/privacy-policy/

§ 20 Confidentiality

1. The parties agree to keep all economic and technical details of their mutual business relationship confidential as long as these have not become public knowledge and the disclosure is not attributable to a breach of confidentiality by the party subject to confidentiality obligations. In this respect, all information provided to the Customer in connection with the fulfilment of the contract must be treated as confidential and may not be disclosed to third parties or used for any other purpose.
2. The obligation to maintain confidentiality shall also apply to all rights, documents and other items that may not be copied or disclosed or otherwise made accessible to third parties without Basler´s authorisation. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.
3. The obligation to maintain confidentiality of Basler referred to in § 20 (1) and (2) above shall not apply (i) towards its affiliated companies and (ii) to enterprise back-office general-purpose business software (eg. CRM systems, document management or communication platforms) that embeds AI functionality ("AI Technology") provided that: (a) the AI Technology is used solely for routine internal business administration, (b) the AI Technology does not train on, improve from or retain any Customer information; (c) the platform is subject to appropriate data protection safeguards.
4. If Basler will obtain Customer confidential information, the Customer shall inform of the confidential nature of this information in writing.
5. The obligation to maintain confidentiality shall also apply after this contract has been completed and shall only expire when these documents and information subject to confidentiality have become public knowledge.

§ 21 Severability Clause

Should individual provisions of the contract or these GTC be or become invalid, or should an omission be found in the contract concluded under these conditions, this shall not affect the validity of the remaining provisions. The parties undertake to agree on a legally permissible provision to replace the invalid provision, which comes as close as possible to the economic purpose of the invalid provision or fills this omission.

§ 22 Safety Provisions and other regulations

The Customer shall be responsible for compliance with applicable domestic statutes, regulations, and safety provisions, in particular, in relation to admission, installation, operation, maintenance and repair of the delivered Goods and agrees to comply therewith.

§ 23 Applicable law, place of performance, jurisdiction

1. All legal relations with the Customer shall be governed exclusively by German substantive law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance, also for rectifications and subsequent deliveries, shall be Basler´s registered office.
3. The place of jurisdiction for all disputes between Basler and a Customer shall be Hamburg, Germany. However, Basler shall also be free to sue the Customer at the place of performance of the Delivery obligation or at the Customer´s general place of jurisdiction. Any statutory provisions on exclusive jurisdiction shall remain unaffected.

B. Additional Terms and Conditions for the sale of software products and/or Services with digital elements

For Basler software products or products with digital elements or other digital content (hereinafter: "**Software Products**" or "**Software**"), the following terms and conditions shall apply in addition.

§ 24 Delivery

The Customer will receive a Delivery copy of the Software provided by Basler on a data carrier or via download, as well as a copy of the application documentation. The Customer shall be responsible for installing the Software themselves.

§ 25 Warranty

1. Basler warrants that licensed Software Products met the functions and performance features set out in the "Software Product Description" valid at the time of licensing by the manufacturer of the respective product for the Software Products in question. The technical data, specifications and performance descriptions in the "Software Product Description" do not constitute warranties unless they are expressly defined as such. Should specific functions or performance features of the "Software Product Description" not be met, Basler may opt either for rectification, where applicable by way of Delivery of a new version or to take back the Software with reimbursement of any license fees already paid.
2. There shall be no warranty claim for Software copies not supplied by Basler or not in compliance with the licence agreement. The same shall apply to Software operated on a computer system not having the minimum hardware configuration and Software installations in accordance with the "Software Product Description".
3. There will be no warranty claim where an error. If any, is due to an alteration, the improper use or repair of the Basler product by the Customer or a third party without the consent of Basler or where the products were not installed, configured, operated and maintained in compliance with the relevant applicable statutory requirements and guidelines.
4. For products not self-manufactured, Basler will have the option of assigning existing warranty claims against the manufacturer to the Customer and to refer the Customer to the manufacturer with regard to the warranty. In this event, Basler shall only be liable for defects where the Customer took unsuccessful court action against the manufacturer on the basis of the warranty claims assigned to the Customer. Unless otherwise agreed, the warranty period shall be 24 months as from Delivery to the Customer; six months for repairs and Deliveries of replacement parts as well as for Customer Service Offerings performed after lapse of the initial warranty period, but at least for the duration of the initial warranty period unless other terms were expressly agreed on. The warranty period for the Software produced by Basler shall be normally 6 months after installation, provided that the installation was carried out by Basler or a partner of Basler, otherwise as from delivery.
5. Claims for reimbursement of expenses by the Customer against Basler within the meaning of Section 327u para. 1 sentence 1 and sentence 2 BGB shall become time-barred after 6 months irrespective of this. If the Customer will assert such rights of recourse against Basler due to warranty claims of consumers, the Customer shall be obligated to make available to Basler or to provide Basler in writing or text form all information and documents required for fulfilment. This shall include, in particular, notification of the time at which the consumer exercised their right against the Customer, from how the consumer is entitled to it, the time at which the product was made available and the time of fulfilment by the Customer.
6. For Goods with digital elements or other digital content, Basler shall only owe provision and, if applicable, updating of the digital content insofar as this expressly results from a quality agreement pursuant to Part A.§ 9 (2) of these GTC. Basler shall not be liable for public statements of the manufacturer and other third parties in this respect.
7. Furthermore, Basler shall owe the provision and any updates of the digital content to the Customer free of charge for the duration of the respective contract in the case of fixed- term contracts, but only for a reasonable period in the case of unlimited contracts.

§ 26 Software right of use

1. The Customer shall be granted a non-exclusive, non-transferable right to use the Software, third-party Software (Software developed and/or supplied by a third party) and the related documentation, additions and other documents for their own use on a computer system (all other rights to the Software and documentation, including copies and subsequent supplements, shall remain with Basler or the Software supplier). Subject to Basler´s separate written consent, the right of use shall be limited to simultaneous use on the number of workstations/devices specified in the offer.
2. "Use" within the meaning of these GTC shall mean any permanent or temporary reproduction (copying), in whole or in part, by loading, displaying, running, transferring to working memory or storing the Software provided by Basler for the purpose of operating it. Use shall also include the performance of the aforementioned actions for the purpose of observing, examining or testing the Software provided by Basler, if this is done by actions for loading, displaying, running, transferring or storing the Software to which the Customer shall be contractually entitled. If the application documentation will also be provided on a data carrier or in any other digital form, this provision shall also apply to it.
3. The contractual use of the Software provided by Basler shall also include the creation of backup copies, provided this will be necessary for the future use of the Software, the data or the entire system. If the Software provided by Basler is equipped with technical copy protection, the Customer will receive a replacement copy at short notice upon request in the event of damage to a delivered data carrier or the transmitted files.
4. In all other respects, the Customer may not reproduce, edit, translate, decompile or convert the Software or the object code into source code, either in whole or in part, without the written consent of Basler. This shall not apply if such actions will be essential to obtain the information necessary

to achieve the interoperability of an independently created computer programme with other programmes and if this information will not readily be available to the Customer. These actions must be limited to those parts of the initial programme that are necessary to achieve interoperability; the information obtained may not be used for any other purpose and may not be disclosed to third parties (cf. Section 69e of the German Copyright Act (*Gesetz über Urheberrecht und verwandte Schutzrechte*, UrhG)).

5. The Customer shall not be entitled to combine the Software provided by Basler with other computer programmes. Modifications to the Software and error corrections shall only be permitted to the extent that they are necessary for the intended use of the Software provided by Basler. Reverse translation (decompilation) of the programme code into another form of representation is not allowed. This shall not apply to partial translation for the purpose of establishing interoperability between an independently created computer programme and a provided computer programme or other computer programmes, subject to the restrictions specified in Section 69e UrhG. Even as part of the adaptation, the licensed Software will remain subject to the terms and conditions of Basler or third-party manufacturers.
6. The Customer must ensure that the Software and documentation will not made accessible to third parties without the prior written consent of Basler. As a rule, copies may only be made for archiving purposes, data backup and troubleshooting. The provision of source programmes shall require a special written agreement.
7. Unless otherwise agreed, the right of use shall be deemed to have been granted upon confirmation of the Order and Delivery of the Software, documentation and subsequent additions.
8. The Customer shall notify Basler without undue delay in writing if they are made aware of any infringement of industrial property rights or copyrights by a product delivered by Basler. Basler shall be solely entitled to defend the Customer against claims by the owner of such rights or, at Basler´s discretion, to provide a workaround that will not infringe the rights of third parties, or to take back the product and refund the purchase price less any amount for the use granted. The Customer shall defend and indemnify Basler against all claims by the owner of such rights that arise against Basler as a result of Basler following the Customer´s instructions or the Customer modifying the product or integrating it into a system.
9. Software provided by Basler and related documentation are intended solely for the end purchaser´s own use under a simple, non-transferable licence.
   If the use of the Software provided by Basler in a local network will be specified, the entitlement shall extend in accordance with the above provisions to the number of workstations in the local network for which the Customer has purchased licences. If the installation of a client programme on individual workstations will be necessary for network operation, the above entitlement shall extend to the production of the number of copies of the client programme for which the Customer has purchased licences.
   If use is specified for only a specific, precisely designated workstation, a number of computers, a CPU type, a number of CPU cores and/or other technical parameters, the above entitlement shall apply exclusively to these. If a specified computer will be temporarily unavailable, the Customer has the right to use the Software provided by Basler on another workstation during this period. In all other cases, the use of the Software provided by Basler on another workstation shall require the express consent of Basler.
10. The Customer may only use Software Products purchased from Basler, as well as the documentation, on the basis of a Software licence granted by Basler or its manufacturers.
11. If, for technical reasons, the data carrier provided to the Customer will contain Software that is not covered by the licence granted to the Customer, it may only be used on the basis of a separate licence.
12. The Software may contain technical precautions to prevent access to such unlicensed software.
13. The Customer shall affix a copyright notice of the author to all complete or partial copies, adaptations or transmissions of the Software, as is also present on the initial version of the licensed Software.
14. The Customer shall be obliged to complete and return to Basler any software licence registration forms issued to them within thirty (30) days. The Customer must also keep records containing the licensed Software, including the respective version, the serial number of the licensed equipment, the location of the licensed Software and the number of copies created. The Customer shall submit these records to Basler upon request.
15. The Software license will entitle exclusively to use of the respective licensed version(s).

§ 27 Customer´s duty to cooperate / third party claims

Basler products are only intended for resale to Merchants. If the Customer resells Basler products (and products with digital elements) to consumers and these consumers assert claims against the Customer, Basler shall only be liable to the Customer under the statutory conditions if the Customer fulfils their obligations to cooperate.