Basler Asia Pte. Ltd. General Terms and Conditions for Sale

§ 1 Scope and general provisions

1. These General Terms and Conditions (hereinafter: "**GTC**") shall apply to all business relationships of Basler Asia Pte. Ltd., Singapore, (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 deliveries of goods, irrespective of whether Basler manufactures the goods itself or purchases them from suppliers (hereinafter: "**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. These **GTC**, as amended from time to time, shall also apply to any subsequent transactions even if these **GTC** are not again included therein by express reference.
3. These **GTC** shall not apply to any contracts entered into between Basler and end consumers. The Goods are manufactured for distribution to business customers only (B2B) and shall not be sold to consumers directly.
4. The Goods are not designed, manufactured or designated for sale as parts, components or structural components for the planning, servicing or direct operation of automotive, aeronautical, nuclear and medical equipment or mass transport means. The Customer will bear the sole responsibility where Goods acquired by the Customer from Basler are used for these purposes. The Customer will inform its own customers of this upon resale of the Goods.
5. These GTC shall apply exclusively to contracts between Basler and each Customer. No terms and conditions of the Customer shall apply to such contracts 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 concluded on exceptional basis with the Customer (including ancillary agreements, addenda and amendments) will take precedence over the **GTC**. A written contract or written confirmation by Basler will be authoritative for the subject matter and validity of such individual agreement.

§ 2 Conclusion and amendment of contracts

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 www.baslerweb.com. By registering, they confirm that they are Customers within the meaning of these GTC. 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 and copyrights. 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 the characteristics of such Goods or Services. 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 Order, 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 text form (text form shall include fax, e-mail or EDI) or ships the Goods or renders the Service. A legally binding contract for each Order is formed between Basler and the Customer after Basler issues the confirmation of the Order or ships the Goods or renders the Service (each such contract to be hereinafter known as the "**contract**"). Each such contract is subject to the provisions in these GTC.
6. Amendments and additions to the contract must at least be made in text form, unless otherwise stated in these GTC.

§ 3 Shipment; transfer of risks

1. Unless otherwise agreed to in writing, Basler's delivery shall be made ex works (Incoterms 2020). Packaging and shipment are performed at Basler's choice and shall be paid for by the Customer.
2. The risks of loss and/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. The same shall apply for free delivery, provided that in such case Basler shall assume liability for direct loss or damage in transit limited to the respective gross value of the Goods, should such loss or damage have been caused by Basler's own transporting persons. Insofar as acceptance of the Goods has been expressly agreed, such acceptance shall be decisive for the transfer of risk. Handover or acceptance shall be deemed to have occurred if the Customer is in default of taking delivery or acceptance.
3. In the event the shipment is delayed for any reasons beyond Basler's control, the risks of loss and/or deterioration shall pass to the Customer upon receipt of the notice of readiness for shipment.

4. The Customer shall promptly, but not later than 3 calendar days after receipt of the Goods, notify Basler in writing of any damages in transit, if any, even in cases where Basler is not responsible for transport.
5. The Customer shall not unjustifiably reject acceptance of the delivery and shall be obliged to take delivery within 8 calendar days of the receipt of the notice of readiness for delivery, where applicable. The Customer shall promptly inspect the Goods upon receipt and notify Basler in writing of any non-conformity reasonably discoverable upon such inspection within 3 calendar days after receipt of the Goods. In the event that such a notification is not made by the Customer, the Goods shall be deemed accepted by the Customer. In the event of nonacceptance, Basler may exercise the rights available to it under contract or by law.

§ 4 Delivery; delay in delivery; withdrawal

1. Specified delivery periods and dates are non-binding unless expressly agreed by Basler in writing.
2. Adherence to the agreed periods and dates of delivery is subject to the timely performance of Customer's contractual obligations under these GTC.
3. The period for delivery shall commence after clarification of all details regarding the execution of the order and after receipt of all documents and other information required for such execution and to be provided by the Customer, as well as after receipt of any agreed downpayment, if any. The period for delivery shall also be deemed adhered to if the Goods are leaving the plant or designated point of dispatch, as the case may be, or if the Customer has been notified of the readiness for delivery but the Goods could not be shipped in time for any other reason than a fault of Basler.
4. Basler shall be entitled to make reasonable partial deliveries without being in default.
5. If delivery by Basler is delayed, the Customer shall notify Basler in writing, setting a reasonable period of grace of not less than 14 calendar days. The Customer must send a written reminder upon commencement of Basler's default of delivery.
6. After expiry of the period of grace so notified to Basler by the Customer upon a delay in delivery, the Customer shall be entitled to terminate the relevant contract provided the Customer has notified Basler of its rejection of performance upon setting said period of grace. Customer's right to terminate the relevant contract shall not apply if upon the expiry of the period of grace the Goods have been dispatched or are ready for shipment and Basler has notified the Customer to that effect.
7. The agreed periods and dates of delivery shall be extended by the duration of any unforeseeable events beyond Basler's control such as war, threat of war, riots, use of force by third parties against persons or property (including cyber attacks), pandemics, interventions by public authorities including any monetary or trade actions (e.g. economic sanctions), labor disputes at Basler or its suppliers or carriers, unavailability, diversion, suspension or cancellation of transport vessels, interruption, delay, cancellation or rerouting of designated transport routes or links, fire, shortage of raw materials (e.g. semiconductors and other electronic components), energy shortfalls, or other disruptions of Basler's or Basler's suppliers' operations. 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 at that time. Basler shall promptly notify the Customer of the existence of any such impediments as stated above once it has knowledge of the same.
8. If any delays in delivery attributable to any one or more of the events stated in § 4(3) or §4 (7) above shall continue for a period in excess of four months, then either party shall be entitled to terminate the relevant contract, provided that the Customer shall have the right to terminate the relevant contract by written notice only if Basler fails to declare within one week of Customer's written request to do so whether Basler intends to terminate the relevant contract or to deliver the Goods within a reasonable period of time. Such right of termination 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.
9. If the Customer does not have a statutory or contractual right of termination and Basler nevertheless has accepted a return of the Goods in writing or text form, then Basler will charge a handling fee in the amount of 10% of the gross value of the Goods.
10. If the Customer has a right to claim damages due to delay in performance, such claim shall amount to 0,5 % for each complete week of delay, however, in the aggregate to a maximum of 5 % of the agreed purchase price for the Goods delivered late. 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 purchase price. Basler shall have no liability if the loss would have occurred even upon delivery in due time. Basler reserves the right to prove that the loss is actually lower.

§ 5 Retention of title

1. The delivered Goods shall remain the property of Basler ("**Retained Goods**") until the purchase price and all other claims due from the Customer to Basler under the current business relationship have been paid in full. The retention of title shall remain effective even if individual claims owed to Basler are being incorporated into a current account, then balanced and the balance being acknowledged, and shall thereafter form security for such balance.
2. If the Retained Goods are being combined, blended, or processed together with the Customer's own products or with any third party goods, then Basler shall acquire a co-ownership in the new item or, as the case may be, in the blended stock in the proportion that the value of the processed Retained Goods bears to the aggregate of the values of the other products at the time of such combination, blending or processing. Basler does not claim any interest in the value enhancement created from said combination, blending or processing.

   In the event Basler's Retained Goods are combined with other items and Basler's title in the Retained Goods thereby ceases to exist, it is agreed hereby that the Customer's title to the combined item shall pass to Basler in the amount of the Retained Goods' value and that the Customer shall keep such combined item in custody on behalf of Basler at no cost.

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The items resulting from any such processing or combination shall constitute Retained Goods pursuant to the meaning of that term herein.

3. The processed or combined items to which Basler has retained title or co-ownership hereunder shall serve as security for any claims due to Basler in the same way as the Retained Goods originally delivered by Basler. Basler shall be entitled to revoke the authorization granted to Customer for the combination, blending or processing of Retained Goods if the Customer gets into default in payment towards Basler.
4. The Customer hereby assigns to Basler its receivables from the resale of the Retained Goods together with all auxiliary rights related thereto as a security for all claims owed to Basler by the Customer at the time of the resale.
   In the event of a resale of Retained Goods co-owned by Basler, however, only such part of the receivable corresponding to the value of Basler's co-ownership interest shall be deemed so assigned.
   The Customer shall be authorized to assign its receivable from the resale under a real factoring arrangement, provided such assignment has been notified to Basler in advance and the factoring proceeds are sufficient to cover at least the value of the Retained Goods owned or co-owned by Basler, the sale of which has given rise to the respective receivable. The Customer hereby assigns to Basler its receivables and other claims due to it from the factor under the sale of the receivables assigned to Basler by security; such assigned receivables and other claims shall serve as security for Basler's open claims in the same way as the original receivables.
   Basler hereby accepts all of the aforementioned assignments.
   If the value of the receivables assigned to Basler as security exceeds Basler's claims due from the Customer by more than 10 %, Basler shall be obliged upon the Customer's request to release any excess security.
   The Customer shall be authorized as trustee to collect the receivables assigned on behalf of Basler, provided that such authorization shall cease to exist in the event that the Customer defaults in its payment to Basler, in which case Basler shall be authorized in the name of the Customer to notify Customer's purchasers of the assignment. The Customer shall be obliged to provide Basler with the information necessary to enforce its rights against Customer's purchasers, including in particular but not being limited to indicating the names of such purchasers, and to furnish Basler with the required instruments and documents as well as to make available to Basler upon Basler's request written (open) deeds of assignment in each individual case.
   Upon Customer's request, Basler shall by written notice to the Customer select those receivables required as security for its net claim from the receivables assigned to it. Upon receipt of such notice by the Customer, any existing assignments in excess of those selected shall be waived retroactively.
5. The Customer shall be authorized to resell the Retained Goods owned or co-owned by Basler only in the course of Customer's ordinary business and only subject to the provision that the purchase price receivable from the resale shall vest in Basler. Said authorization shall cease to exist in the event that the Customer defaults in its payment to Basler. The Customer shall not be permitted to dispose of the Retained Goods owned or co-owned by Basler in any other way than set forth above and shall in particular not pledge or assign the same by way of collateral.
6. The Customer shall be obliged to sufficiently insure Basler's Retained Goods owned or co-owned by Basler against loss and damage due to fire, theft, water and similar perils and upon Basler's request to furnish Basler with proof of the valid existence of such insurance cover. The Customer hereby assigns to Basler its claims for indemnity against insurance companies or other persons liable for compensation in whole or, where applicable, on a pro-rata basis.
7. Any impairment or attachment of the Retained Goods owned or co-owned by Basler as well as any seizure thereof by third parties must be promptly notified to Basler.
8. If the authorization for resale ceases to exist, the Customer shall be obliged upon Basler's request to furnish Basler with information regarding the inventory of Retained Goods owned or co-owned by Basler and to surrender the Retained Goods upon Basler's request. To enforce its claim for surrender, Basler and its designated agents shall also be entitled after prior notice and appointment of a deadline to enter the Customer's premises and remove the Retained Goods. Furthermore, Basler shall have the right to dispose of the surrendered Retained Goods in settlement of its claims as soon as either Basler has terminated the relevant contract or the conditions for claiming damages in lieu of performance have been met.
9. The enforcement of the retention of title, in particular by repossession or attachment or disposal of the Retained Goods shall not constitute a termination of the relevant contract unless Basler has given express written notice to that effect.
10. Upon Customer's request, Basler shall be obliged to waive its retention of title if the Customer has fulfilled all claims related to the purchased Goods and if reasonable security exists with regard to all other claims under the ongoing business relationship. If the realization of the securities exceeds the secured claims by more than 10 percent, Basler shall - if so requested by the Customer- release securities at its sole discretion.

§ 6 Acceptance

Where the Service provided by Basler constitutes a contract for services, the Customer must accept the work within four weeks. After lapse of this deadline the contract for service will be regarded as having been accepted by the Customer.

§ 7 Prices and price adjustments

1. Prices quoted by Basler shall be net of any auxiliary costs such as freight, duties, tariffs, customs and packaging, exclusive of any discount or other rebates or deductions, and plus the Good and Services Tax (on the purchase price) applicable on the date of delivery. The confirmed prices are 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. If the period between the date of conclusion of the relevant contract and the date scheduled for delivery in whole or in

part exceeds four months and if the cost of the Goods to be delivered increases by more than 5 % after the date of conclusion of the contract particularly due to price increases by Basler's suppliers, then Basler shall be entitled to reasonably (i.e. based on the degree of increase in cost) increase the price for such parts of the overall delivery which are scheduled for delivery more than four months after the date of contract conclusion. If the price increase so claimed by Basler amounts to more than 5 % of the price of the overall delivery, the Customer shall within two weeks following the receipt of Basler's notice to that effect be entitled to terminate the relevant contract by written notice to Basler.

§ 8 Payments

1. Unless agreed otherwise, any claims owed to Basler under invoices issued by Basler shall be due and payable without deduction immediately after receipt of the respective invoice or upon acceptance of the Goods and/or Services, whichever is the earlier. Basler accepts only payments from an account in the name of the Customer.
2. Basler shall be entitled to credit payments received to earlier debts owed by the Customer. In case any costs and interest have accrued already, Basler shall be entitled to credit any payments to costs first, then to any interest accrued, and finally to the principal debt.
3. In the event of a default in payment, Basler shall charge default interest at the rate of six percent (6%) per annum ("**Default Interest**"), with the Default Interest accruing daily from the due date of the relevant payment to the date the outstanding payment is fully repaid. Such Default Interest shall be paid to Basler on demand. Basler reserves its right to exercise any further claims available to it, including in particular but not being limited to any damages incurred as a result of the delay in excess thereof.
4. Where payment in installments or a credit period has been agreed, the full outstanding sum shall become immediately due and payable if:
   a) The Customer is in default of the payment of one installment and such installment accounts to at least 5 % of the cash price of the Goods and/or Services;
   b) The Customer is in default of the payment of two consecutive installments;
   c) The Customer finally ceases to make payments; or
   d) Basler acquires knowledge of any other circumstances, which in Basler's sole opinion, casts doubt on the Customer's ability to fulfil its payment obligations and/or creditworthiness (e.g. the filing of a petition in insolvency or the institution of insolvency proceedings against the Customer or the Customer's assets).
5. The Customer shall only be entitled to rights of offset or retention to the extent that its entitlement has been determined final and binding or is undisputed.
6. Payments shall be made by bank transfer or via credit card only. Basler shall be under no obligation to accept any bills of exchange or checks. If Basler consents to the giving thereof, the same will be accepted as payment only subject to any mark ups as Basler may impose at its sole discretion and against reimbursement of all expenses, which shall be borne by the Customer. Basler shall also not be obliged to timely present bills of exchange or checks and to lodge protests.
7. If the Customer defaults in payment, then notwithstanding Basler's other rights under these GTC Basler may at its option, but not the obligation, 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 terminate the relevant contract by written notice and/or to claim damages in lieu of performance. If the Customer defaults in payment, Basler shall be entitled to make deliveries only after prepayment by the Customer, where applicable.

§ 9 Scope of supply and services

The Customer shall acquire the Goods as specified in detail in the respective order confirmation and, to the extent included in the order confirmation, the operating software and documentation.

§ 10 Claims based on defects

Material defects

1. The Customer shall inspect the delivered Goods immediately after receipt and shall promptly but not later than 10 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 to Basler not later than 10 working days after discovery together with a detailed description thereof. The Customer shall be barred from making claims of defects in the Goods 12 calendar months after the date of delivery of the Goods, or after such period as may be agreed between Basler and the Customer in writing or text form ("**Warranty Period**"). The performance of repair or replacement of Goods by Basler does not restart or extend the original Warranty Period.
2. 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 repaired or replaced free from defects without charge. Any such defects must be promptly notified in writing to Basler upon detection.
3. The Customer shall after communication with Basler grant Basler the time and opportunity required to perform all repairs and replacement deliveries deemed necessary by Basler; if Customer fails to do so, Basler shall be released from its liability for any consequences resulting from such failure.
4. If the complaint proves justified, Basler shall bear the cost of the replacement part including transport out of the direct costs incurred by the repair or replacement delivery. In addition, Basler shall bear the costs of demounting and mounting as well as the costs of providing the necessary technicians and support staff including travel costs, provided that such additional costs do not constitute an unreasonable charge on Basler.
5. The customer shall have a right to terminate the relevant contract under the applicable statutory provisions if Basler

- taking into account any exceptional circumstances provided for by law - fails to perform the repair or replacement delivery for a material defect within a reasonable period set by the Customer. If the defect is of a non-material nature only, the Basler and Customer may mutually agree in writing to reduce the contractually agreed price. In all other respects, the right to reduce the contractually agreed price shall be excluded.

6. Basler in particular does not assume any liability in any of 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.
7. If a defect is repaired improperly by the Customer or a third party, then Basler shall have no liability for any consequences resulting from such improper repair. The foregoing shall also apply to any modifications of the delivered Goods performed without the prior consent of Basler.
8. In all other respects, to the extent permitted by applicable law, Basler does not assume any warranty as to quality, durability or otherwise and does not assume any procurement risk unless Basler has expressly assumed any such warranty or risk so specified in writing or text form.

Defects in title

9. In the event the use of the delivered Goods results in an infringement of any industrial property rights or copyrights of any third party, Basler shall at Basler's expense modify the delivered Goods in a manner reasonable to the Customer, so that the infringement ceases to exist.
   Should Basler be unable to do so in an economically reasonable way or within a reasonable period of time, then the Customer shall be entitled to terminate the relevant contract. If the aforementioned conditions are met, Basler shall also have a right to terminate the relevant contract.
10. Basler shall be obliged as aforesaid only if:
    - The Customer promptly informs Basler of any asserted claims for the infringement of industrial property rights or copyrights;
    - The Customer assists Basler to the extent reasonable in the defense of such claims or, as the case may be, allows Basler to perform the above stated modifications;
    - Basler is reserved the right to perform all defensive measures including any extrajudicial settlements;
    - The defect in title does not result from an instruction given by the Customer; and
    - The infringement has not been caused by any unauthorized modification or noncontractual use of the delivered Goods by the Customer.

§ 11 Additional warranty terms for software products

1. Basler warrants that licensed software products meet the functions and features set out in the "Software Product Description" as valid for the respective software products at the time of issue of the license. The technical data, specifications and performance descriptions in the "Software Product Description" do not constitute guarantees unless expressly defined as such. Should specific functions or features of the "Software Product Description" not be met, Basler may opt either for rectification, where applicable in the form of delivery of a new version or to take back the software with reimbursement of any license fees already paid.
2. There is no warranty claim for software products not supplied by Basler or not in compliance with the license regulations. The same will 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. Customer will grant Basler the necessary time and opportunity (as determined by Basler) for rectification of the defect if any.
4. There will be no warranty claim where a defect is due to an alteration, the improper use or repair of the software product by the Customer or a third party without the consent of Basler or where the software product was not installed, configured, operated and maintained in accordance with the "Software Product Description".
5. For software products not self-manufactured, Basler will have the option of assigning warranty claims against the retailer to the Customer and of referring it to the manufacturer with regard to the warranty. In this case, Basler will only be liable for defects where the Customer took unsuccessful court action against the manufacturer on the basis of the warranty claims assigned to it. In this case, unless otherwise agreed, the warranty period is 24 months as from delivery to the Customer; six months for repairs and deliveries of replacement parts as well as for customer services performed after lapse of the original warranty period.
6. The warranty period for the software products produced by Basler is 6 months after installation, provided that the installation was carried out by Basler or a partner of Basler, otherwise as from delivery.

§ 12 Software rights of use

1. The Customer is being granted a non-exclusive, non-assignable right of use of Basler's software product or third party software (software developed and/or supplied by a third party) and corresponding documentation, addenda and other documents on a computer system (all other rights to the software and the documentation including copies and addenda will remain with Basler or the software supplier, as the case may be).
2. The Customer can observe, inspect or test the functioning of the software for determining the ideas and principles underlying the software if this is done through acts for uploading, displaying, running, transferring or storing the software to which it is contractually authorized; sec. 1 will apply accordingly.
3. The Customer may otherwise not wholly or partially reproduce, process, translate, decompile or convert the software from the object code to the source code without the written consent of Basler. This will not apply where such acts are indispensable for procuring the necessary information for the creation of the interoperability of an independently

created computer program with other programs and where this information is not easily accessible to the Customer. These acts must be limited to parts of the original program necessary for creation of interoperability; the information gained from them may not be used for any other purpose and may not be disclosed to third parties.

4. The Customer must ensure that the software and documentation are not accessible to third parties without the prior written consent of Basler. Copies may only be made for filing purposes, data back-up and defect detection; sec. 1 and 2 will apply accordingly. The provision of source programs will require a separate written agreement. Where the originals contain a copyright notice this notice must also be affixed to the copies by the Customer.
5. Unless otherwise agreed the right of use will apply with an order confirmation and delivery of the software, documentation and subsequent addenda in every case.
6. The Customer will inform Basler immediately and in writing should it become aware of the infringement of any intellectual property or copyrights by a Good supplied by Basler. Basler exclusively will have the right to defend the Customer against claims by the owners of such rights or to opt for a workaround which does not infringe on third party rights or to take back the Good and to refund the purchase price minus any amount for use conceded. The Customer will defend and indemnify Basler against all claims by the owners of such rights incurred against Basler by non-adherence to Basler's instructions by Customer or alteration of the Good or integration thereof into a system by the Customer.
7. Software and corresponding documentation provided by Basler are only for the final user's own use within the framework of a single, non-assignable license. Where originals bear a copyright notice, this copyright notice is to be affixed to any copies by the Customer.

§ 13 Software licenses

1. The Customer may only use software products it orders from Basler as well as the documentation on the basis of a software license issued by Basler or its manufacturers.
2. A software licensing agreement is formed where Basler accepts the Customer's request for a software license in writing and this is confirmed in writing by its manufacturer. The licensed software may only be operated on the central unit or system configuration whose serial number is specified in a license certificate issued by Basler or third party manufacturers or upon application by the Customer for issue of a license or in a license registration form filled out by the Customer ("Licensed Unit"). Where the serial number is not documented in the intended way in the individual case the central unit or system configuration will not be regarded as a "Licensed Unit" on which licensed software was initially operated. The software may only be copied, reproduced or transmitted to another system via a computer network to the extent that this is necessary for the operation of the Licensed Unit and for archiving and backup purposes. Where due to a defect of the equipment it is impossible to operate the software on the Licensed Unit the Customer may temporarily run the software on another central unit or system configuration. Where the data carrier provided to the Customer contains software which does not cover the license issued to the Customer for technical reasons it may only be used on the basis of a special license.
3. The software may contain technical precautions preventing access to such non-licensed software. The Customer may only use the licensed software for operation on the Licensed Unit and only alter it in machine-readable form or combine it with other software. The licensed software will still be subject to the terms of Basler or third party manufacturers as part of the adaption. The Customer will affix a copyright notice by the author on all complete or partial copies, adaptions or transmissions of the software that is equivalent to that on the original version of the licensed software.
4. The Customer is obligated to fill out and return the software license registration certificates provided to it to Basler within thirty (30) days. Furthermore, the Customer must keep records containing the licensed software including the respective version, serial number of the licensed unit, the location of the licensed software and the number of copies made. Upon request, the Customer must present these copies to Basler.
5. The software license entitles the Customer to use the respective licensed version only.

§ 14 Repair agreements - scope of service

Beyond its warranty obligations, Basler shall render repair services against payment on the basis of a separate order confirmation. If a repair cannot be performed on site, the transport of the item to be repaired to and from Basler's manufacturing plant and such repair shall be carried out at Customer's expense and risk.

§ 15 LIMITATION OF LIABILITY

1. **BASLER SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF CONTRACT OR THESE GTC.**
2. The liability for delayed delivery is governed finally and conclusively in § 4 of these GTC.

§ 16 Disclaimer

To the maximum extent permitted by applicable law, and except for any warranties expressly stated in these Terms and Conditions, Basler makes no other warranties or representations, whether express or implied, including but not limited to any warraties of merchantability, satisfactory quality, fitness for any purposes, non-infringement, reliability of the Goods offered on the Website. The Customer is responsible for ensuring that the Goods are suitable for the Customer's intended application except where the Customer has expressly disclosed such particular purpose to Basler and Basler has expressly confirmed in writing that the Goods are suitable for such purpose. Further, save as expressly set out in these Terms and Conditions, Basler, its affiliates, agents, licensors, and their respective directors or employees shall not be liable to any person or entity for any direct or indirect loss, damage, injury, claim or liability of any kind (whether actual, consequential, punitive, special or otherwise) however arising and whether caused by tort (including negligence), breach of contract or otherwise,

including but not limited to any (a) emotional pain and suffering or mental distress, (b) loss of income or revenue, (c) loss of business, (d) loss of profits or contracts, and (e) loss of anticipated savings, arising out of or resulting from any Good, any order, any product description or any error, inaccuracy or omission on the Website.

§ 17 Termination of contract

1. Basler shall be entitled to terminate any contracts already concluded if the procurement of Goods has become materially complicated since the time of conclusion of the contract due to disasters, acts of war or other reasons beyond Basler's control. A material complication shall be deemed to exist in any circumstances where the market price of the Goods to be procured has increased by 25 % during the period between the date of conclusions of the respective contract of purchase and sale and the scheduled date of delivery.
2. If the Customer defaults in the payment of an invoice for more than two weeks, or a petition in insolvency has been filed against Customer's assets, or the Customer has initiated an individual voluntary arrangement with its creditors or ceased to make payments when due, or if Basler acquires knowledge of any other circumstances materially deteriorating the Customer's creditworthiness and jeopardizing the payment of the claim owed to Basler, then Basler shall be entitled to request security by prepayment of bank guarantee (at Customer's option) and to refuse delivery until such security has been provided, setting a period of not less than one week for such provision of security. After the unsuccessful expiry of a reasonable period of grace set by Basler, Basler shall still be entitled to terminate this contract and other contracts with the Customer or to claim damages in lieu of performance.

§ 18 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.
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.

§ 19 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 is subject to the granting of any required export licenses by the competent export control authorities (Germany, USA, other countries).
2. In case the Customer intends to resell 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 19.

§ 20 Compliance with laws, anti-corruption

1. The Customer warrants that it 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 infringement of above obligations, Basler has absolute discretion to terminate the relevant contract and all other contracts with the Customer after making further internal investigations on its end and satisfying itself that it would be detrimental to Basler's interests to continue such contract(s). In the event of such termination of the contract, (i) Basler is released from any obligation to fulfil its obligations under the relevant contract, (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 20.

§ 21 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/

§ 22 Confidentiality

1. The parties agree to keep confidential all economic and technical details of their mutual business relationship and any proprietary information received from the other party in connection with the negotiation, conclusion or performance of any contract under these GTC and shall use such information solely for the purposes of performing their obligations under these GTC. The confidentiality obligations in this clause shall continue until such information enters the public domain or the disclosure is not attributable to a breach of confidentiality by the party subject to confidentiality obligations or such information is lawfully received by a third party without an obligation of confidentiality or such information is independently developed by the receiving party without use of or reference to such information. In this respect, all information provided to the Customer in connection with the fulfilment of the relevant 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 § 22 (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 Basler 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 come into the public domain.

§ 23 Severability

Should any of the individual provisions of the contract or these **GTC** be or become invalid or unenforceable, or should a gap in this agreement be discovered, then the validity and enforceability of the remaining provisions thereof or hereof, as the case may be, shall not be affected thereby. The parties shall, where legally permissible, negotiate in good faith to replace such invalid or unenforceable provision with a legally valid and enforceable provision which comes as close as reasonably possible to the intent of the parties.

§ 24 Safety provisions

The Customer shall be solely responsible for the compliance of all statutory, regulatory, and occupational safety provisions upon the use of the Goods delivered hereunder.

§ 25 Applicable law; place of performance; jurisdiction

1. The entire legal relationship between Basler and the Customer shall be exclusively governed by and construed under the laws of Singapore to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The conflict of law provisions shall not apply.
3. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.