

## **exceet Card terms of purchase**

### **1. Scope of application**

- 1.1. These terms and conditions of purchase ("Terms and Conditions") apply in addition to the agreements made between you and us ("**Contractual Partner**") with regard to a delivery. "**Delivery**" in the sense of these Terms and Conditions is understood to be all deliveries and other performances (e.g. services) to be provided by the contractor ("**you**") to exceet Card AG ("**us**" / "**we**").
- 1.2. Subject to point 1.1., deliveries to us shall be made exclusively on the basis of these General Terms and Conditions. These shall also apply to all future transactions, even if they are not expressly included again. Any terms and conditions of business or delivery of yours shall not become part of the contract, even if you refer to such terms and conditions when accepting an offer from us and/or presuppose their acceptance. Even if we refer to a letter which contains or refers to terms and conditions of you or a third party, this does not constitute an agreement to the applicability of such terms and conditions. Our Terms and Conditions shall also apply if we accept and/or pay for the delivery without reservation in the knowledge of your conflicting or deviating terms and conditions.

### **2. Subject of the contract**

- 2.1. You make an offer based on the information we provided and on your expertise. Preparation and submission of an offer by you is free of charge and without obligation for us. You shall inform yourself about all services and other circumstances in connection with the delivery before preparation and clarify any ambiguities in advance. The consequences of insufficient information shall be borne by you.
- 2.2. The order is placed by express declaration of acceptance at least in text form by us. Changes, restrictions and additions to the order by you are only binding if they have been confirmed by us at least in text form.
- 2.3. Deliveries must comply with the recognised rules of technology, the relevant safety regulations and the general as well as the agreed technical and legal requirements, in particular in accordance with the specific purpose of use, the relevant usual market standard and the condition to be assumed (e.g. PCI DSS).
- 2.4. subcontracting or any other transfer of orders for the provision of a delivery to third parties is not permitted without our express consent - at least in text form - and entitles us to withdraw from an order in whole or in part. Further claims on our part remain unaffected.

### **3. Prices**

- 3.1. Unless expressly agreed otherwise, the agreed prices are fixed prices and are exclusive of statutory sales and other transaction taxes but inclusive of any withholding taxes to be paid by us.
- 3.2. Where we are required by law to pay withholding tax and make deductions or retentions from your gross prices, we will notify you, pay the tax to the appropriate tax authority and invoice you accordingly within the agreed payment period, less the required deduction or retention of tax, unless we are provided in advance with a valid tax exemption certificate approved by the appropriate tax authority. We will provide you with written evidence of the tax withheld and will provide such assistance to your employees as may be requested and proportionate to recover such amount against reasonable reimbursement of expenses. If a double taxation agreement is applicable which results in a reduced rate of withholding tax, we will only pay such reduced amount.

- 3.3. The agreed prices also include any assembly (services), packaging, other ancillary services, transport, customs, insurance, fees for necessary acceptance, permits and commissioning.
- 3.4. If the Contractual Partners have expressly agreed on prices ex works or ex dispatch warehouse, the most cost-effective appropriate dispatch shall be deemed to have been agreed between the Contractual Partners. Any additional costs shall be borne by you.
- 3.5. Unless the Contractual Partners have expressly agreed on remuneration agreements for individual services, the usual market prices shall apply.

#### 4. Delivery

- 4.1. Unless otherwise expressly agreed between you and us, the following shall be deemed to be agreed as delivery in accordance with the contract:
- 4.2. The delivery of all agreed parts as well as any assembly, if any, shall be free of charge ("**DPU-Delivered At Place Unloaded**") on the agreed delivery date. The INCO Terms 2020 shall apply.
  - 4.2.1. The delivery will be made to the place of receipt from us at the agreed delivery address.
  - 4.2.2. Before executing the delivery, you shall provide all proofs (e.g. certificates of origin) required to obtain customs or other exemptions or benefits as well as customs clearance and related procedures. You shall also specify which components, assemblies, devices, software components, equipment, and so on are subject to export or re-export restrictions under the foreign trade regulations of the Federal Republic of Germany or the "US Export Regulations". This duty of notification is an essential contractual obligation.
  - 4.2.3. If it has been agreed between the Contractual Partners that material tests, test protocols, quality documents or other documents must be provided by you, these are part of the delivery.
- 4.3. Each delivery must be provided with the agreed details (in particular with the weight details) and other markings. We are entitled to deduct a flat-rate expense allowance of 20 euros per incorrect or incomplete document in the event of missing information on the delivery.
  - 4.1. Each delivery must be accompanied by a proper delivery note.
  - 4.2. We may deal with packaging at our discretion (including reuse, return, destruction, etc.).

#### 5. Delivery date

- 5.1. Delivery dates agreed between the Contractual Partners are binding and must be strictly adhered to. Unless the Contractual Partners have expressly agreed otherwise, the delivery is a transaction for delivery by a fixed date.
- 5.2. Unless otherwise expressly agreed between the Contractual Partners, receipt of the delivery, which does not require acceptance, at the agreed place of receipt shall be decisive.
- 5.3. In the case of services and deliveries which require acceptance, you are obliged to inform us of the readiness for acceptance. If the delivery is ready for acceptance, we will accept the delivery within 5 working days (working days are Monday - Friday, except Bavarian holidays) after receipt of the notification of the readiness for acceptance, provided that the actual readiness for acceptance exists. Acceptance by us shall be deemed to be the decisive delivery date.
- 5.4. The fiction of acceptance according to § 640 II sentence 1 BGB was expressly excluded by the Contractual Partners.
  - 5.4.1. Any possible delays in delivery, for whatever reason, must be notified to us by you without delay. We ourselves are subject to very strict delivery dates and are dependent on timely delivery by you for compliance with these delivery deadlines. Unless otherwise expressly agreed between the Contractual Partners, we can set a new binding delivery deadline in the event of delays.

- 5.5. In the event of a delay in delivery for which you are responsible, you shall pay a reasonable contractual penalty to be determined by us at our reasonable discretion, the reasonableness of which shall be reviewed by the competent court in the event of a dispute. The assertion of claims for damages with crediting of the contractual penalty remains unaffected.
- 5.6. Unless expressly agreed otherwise, you are not entitled to partial delivery or partial performance. Unconditional acceptance by us does not constitute a waiver of rights.
- 5.7. We check every delivery in accordance with the contract immediately after acceptance by means of a structured inspection for correctness and freedom from defects of the delivery. Any obligation on our part to give notice of defects in accordance with § 377 HGB (German Commercial Code) is limited to defects which we discover in the course of this incoming goods inspection. We will notify you of all defects that become apparent at a later date within 14 days of their discovery.
- 5.8. We have the right to reject an incorrect delivery at the place of receipt. You shall bear all additional costs arising from such rejection.

## **6. Terms of payment**

- 6.1. Unless otherwise expressly agreed between the Contractual Partners, all payments shall be made within 14 days (less 3% discount) or within 30 days at the latest without deductions.
  - 6.1.1.A cash discount deduction is also permitted in the event of offsetting or retention due to defects.
  - 6.1.2. Payments shall be made by bank transfer, unless otherwise agreed, and shall not constitute any acknowledgement by us that a delivery is free of defects.
  - 6.1.3. Invoices must (i) comply with all commercial and tax law requirements and (ii) contain the order codes and numbers of the individual items specified by us. We may request that they be sent in electronic form and by e-mail.
- 6.2. The payment period begins as soon as the delivery is complete and free of defects and a proper invoice has been received. Insofar as you have to provide material tests, test reports, quality documents or other documents, the completeness of the delivery and service also requires the receipt of these documents.
- 6.3. You are only entitled to offsetting if counterclaims have been legally established or are undisputed or recognised or are in a close mutual relationship with claims from us. A right of retention exists only if and insofar as a counterclaim is based on the same contractual relationship.

## **7. Warranty**

- 7.1. Unless otherwise expressly agreed, the statutory warranty law applies.
- 7.2. In urgent cases of defects, if you cannot or do not want to remedy the defect in time, we have the exceptional right to remedy the defect ourselves without setting a deadline for you.
- 7.3. You release us from all product liability claims of third parties.
- 7.4. You shall indemnify us on first request from any claims of third parties based on the intended use of the delivery.
- 7.5. If we provide you with information, data or other documents for the purpose of delivery, we shall indemnify you against any claims by third parties based on the intended use of the information, data or documents.

## **8. Retention of title**

- 8.1. If the Contractual Partners have agreed a retention of title for you, this retention of title shall expire in case of doubt upon payment of the agreed price by us.

8.2. Unless we have expressly agreed otherwise with you, we are entitled to resell and further process the delivery.

## **9. Confidentiality and security measures**

9.1. Documents, records or data expressly marked as "secret" and/or "trade secret" are to be treated as strictly confidential.

9.2. The Contractual Partners undertake not to make business and trade secrets and other confidential information from the business relationship and from the area of the respective other Contractual Partner accessible to third parties without the prior consent of the Contractual Partner (at least in text form) who has disclosed them. The receiving Contractual Partners must take all necessary and reasonable technical and organisational measures to comply with his obligation to protect secrets in accordance with this contract and the law. Otherwise, the business and trade secrets of the disclosing Contractual Partner shall only be made accessible to those employees of the receiving Contractual Partner who require these business and trade secrets in order to achieve the purpose of the contract and who have previously been obligated to maintain secrecy in accordance with these requirements to the extent permitted by labour law. The secrecy obligations under Sections 8.1 and 8.2 shall also apply after termination of the contractual relationship.

9.3. Press releases, information and similar, in which one Contractual Partner refers to the other, are only permissible after prior agreement in text form (e-mail, fax, letter).

## **10. Granting of rights**

10.1. Upon their creation, you transfer to us all rights to designs and software created and delivered for us. Insofar as these rights are not transferable and with regard to all other copyrighted or other legally protected works resulting from the execution of the delivery and materials made available, you grant us the exclusive rights of use and exploitation, unlimited in time, content and space and irrevocably upon creation, insofar as these are required for the intended use, further processing and sale. The rights of use and exploitation include in particular the rights to complete or partial, permanent or temporary publication or reproduction as well as distribution, including the right to rent and loan, regardless of whether the distribution is in physical or incorporeal form, and to otherwise pass on to third parties, e.g. for possible follow-up orders, for public reproduction and making available to the public, as well as for processing or redesign and for sublicensing. Included in the granting of rights to us are rights of use for all known types of use as well as types of use which are not yet known at the time of conclusion of the contract.

10.2. If a software has been created or edited by you in the course of the execution of the contract, we shall also be entitled to the source code including meaningful and comprehensible documentation with its creation and shall be handed over to us at any time upon request.

10.3. With regard to the employees involved and in consideration of the German Employee Inventions Act, you will ensure in a suitable form that both service inventions and free inventions are transferred to us without delay.

10.4. Upon payment of the remuneration owed under this contract, all claims on your part for the granting of the rights under this clause 5 are settled. This also applies to the granting of rights to unknown types of use, unless this is not reasonable for you, taking into account the income and benefits from the new type of use.

10.5. If the deliveries contain services which have not been created within the scope of the execution of the delivery itself (e.g. standard software from you or from third parties), you shall inform us of this in writing in a highlighted manner at the earliest possible time, but at the latest before acceptance of the order. You shall grant us the rights of use and exploitation of such services in accordance with Section 9.1, subject to the proviso that these rights may not be sublicensed exclusively and only to affiliated companies.

#### **11. Data protection**

To the extent necessary, we will conclude with you all necessary supplementary agreements (e.g. contract processing agreement, joint controllership agreement, etc.) for compliance with the relevant statutory data protection regulations.

#### **12. insurance obligation**

You will take out sufficient liability insurance at your own expense for damages caused by deliveries or services that have been made or ordered but delayed or not delivered. To cover the product liability risks, you shall maintain a business liability insurance including insurance of product property damage (extended product liability insurance for personal injury and property damage, including foreign damage and recall cost coverage). Proof of the amount of the sum insured must be provided to us on request. The conclusion and proof of liability insurance does not limit the scope of your liability.

#### **13. Final provisions**

13.1. All rights, obligations and claims arising from and in connection with the contractual relationship between you and us shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, the protection granted by mandatory regulations or judicial law of their country of residence shall apply in all cases.

13.2. If general terms and conditions or other contractual agreements have not become part of the contract in whole or in part or are ineffective, the remainder of the contract remains effective. If the provisions have not become part of the contract or are ineffective, the content of the contract shall be governed by the statutory provisions.

13.3. The place of jurisdiction for all disputes arising from and in connection with this contract is Munich for contracts with merchants, legal entities under public law or special funds under public law. This also applies to companies with their registered office in another state of the European Union. However, we reserve the right to assert rights against you at our own discretion at your place of business and, if necessary, in court there.