

Part I – Selling Products

If the client buys, rents or has “products” serviced, the following provisions apply in addition to the regulations stated in Part I of the framework agreement.

§ 1 Parts of the contract

The contract components are in this order:

- a) The “individual contract” that regulates services, technical requirements, prices, etc.
- b) The appendices of the “individual contract”.
- c) These Terms and Conditions Sales, Rental and Maintenance
- d) The provisions of the general terms and conditions of the framework agreement including their appendices.

§ 2 Subject of the contract: sale of products

- 1) The client purchases the “products” mentioned in the individual contract (hereinafter also referred to collectively as the *product*).
- 2) The client receives the documentation intended and provided by the manufacturer for the product.
- 3) Delivery by ecos systems is subject to the proviso that ecos systems itself is delivered correctly and on time and is not responsible for the lack of availability of the “products” . The client can only demand compensation for non-performance after setting a deadline with the threat of rejection.
- 4) Due to the nature of ecos systems' activities, prices may differ from the original amounts stated in the individual contract. These are price increases that cannot be influenced and result from trading practices. However, price increases at the expense of the client can only be made if material or personnel costs have increased since the order was placed and ecos systems is not responsible for these. This also includes unforeseeable changes in customs duties, import and export fees, foreign exchange controls, etc.
- 5) Without certain regulations, shipping will be carried out subject to the applicable flat rate freight/packaging costs. The costs for express shipping at the request of the client will be calculated based on actual effort. All outgoing deliveries are insured by ecos systems. Insurance is included in the purchase price. In the event of loss or damage, the buyer is obliged to obtain all necessary documents so that claims can be made against the insurance company. The costs of normal packaging are included in the flat rate freight and packaging costs. If special packaging is required or is required by ecos systems at the discretion of the given circumstances, this will be invoiced according to a separate agreement.

§ 3 Delivery dates

Delivery times can be found in the individual contract.

§ 4 Warranty for defects when selling “products”

- 1) The client must immediately examine the “products” for significant defects and completeness and report any complaints to ecos systems. If the “products” are installed by ecos systems, the client must carry out an acceptance procedure together with ecos systems. The content of the procedure depends on the individual contract
- 2) If defects are asserted, ecos systems initially has the right to make an appropriate number of attempts to make improvements within a reasonable period of time. If supplementary performance fails, the client is generally entitled, at his discretion, to reduce the purchase price, withdraw from the contract and/or demand compensation.
- 3) At the time the contract is concluded, the client is aware that ecos systems only checks and guarantees the functionality of the “products” delivered by ecos systems in the system environment specified in the individual order, without affecting the functionality of the “products” in a systemic connection with others not mentioned therein components is guaranteed. The client is responsible for this function himself or can separately commission ecos systems to check system compatibility.

- 4) In the case of insignificant defects, the right to withdraw from the contract or to assert claims for damages is excluded. The right to assert a reduction remains unaffected.
- 5) The right to assert warranty claims is also excluded if the defect is caused by the intended use of the “products” as a result of normal wear and tear.
- 6) The client bears the burden of proof that ecos systems is responsible for the *defect* if the disruption is due to the client making changes to the “products” and/or the system environment without the consent of ecos systems, and the “products” were made improperly has used or repaired or the “products” have not been operated or maintained in accordance with the ecos systems guidelines.
- 7) The warranty period is 12 months from the time of the “transfer of risk” for the “products” . This does not apply to claims for damages if ecos systems caused the defect intentionally or through gross negligence, or the defect caused damage such as injury to life, limb or health and/or in cases where the damaging event also resulted in injury to a person Guarantee commitment lies. Claims arising from the breach of an obligation to make repairs also become time-barred from the time of transfer of risk. Claims under the Product Liability Act remain unaffected.
- 8) The client is responsible for any additional costs incurred by ecos systems as a result of the “products” being transported by the client to a location other than the above-mentioned headquarters of the client.

Part II – Maintenance of Products

§ 5 Subject of the contract

The object is to take over the maintenance of the “products” listed in the individual contract through the services listed in the individual contract.

§ 6 Performance times

The service times result from the respective individual contract.

§ 7 Place of performance and implementation

- 1) The place of performance for the maintenance of the “products” is the client’s business premises specified in the individual contract and the installation location specified there. If necessary, ecos systems is entitled to carry out maintenance work in one of its workshops; In this case, ecos systems will provide the client with a replacement device without a separate charge.
- 2) of the implementation of “products” at a place of performance other than that specified in the individual contract at least two months in advance. Every implementation of “products” must be carried out by ecos systems.
- 3) The client is obliged to inform ecos systems in writing of any planned implementation of “products” at a place of performance other than the originally agreed place of performance, for example as part of a relocation of the registered office. In this case , ecos systems will continue maintenance if this does not involve any increased effort, for example if the new installation location is within an area in which ecos systems already supports similar “products”. If the implementation affects the effort required to provide the service, ecos systems is entitled to make its consent to the implementation of the “products” at a place of performance other than the originally agreed place dependent on the payment of remuneration appropriate to the changed circumstances.
- 4) If the implementation results in additional effort that is unreasonable for ecos systems, ecos systems will refuse its consent in advance in writing. In this case, ecos systems' obligation to maintain the contractual devices affected by the implementation ends on the day of implementation. The client remains obliged to pay the remuneration until the end of the contract.
- 5) The inclusion of further “products” in the scope of this contract in the event of later system expansions requires a new written

order confirmation.

- 6) The client is not entitled to make unauthorized changes or additions to "products"; Planned changes to the "products" must be announced to ecos systems in advance in writing. If, in the opinion of ecos systems, these have a significant impact on the maintenance effort or if they are unreasonable for ecos systems, ecos systems will inform the client of this immediately and make a new offer at the client's request. If an agreement cannot be reached on this, the contract will continue unchanged until the end of the contract.

§ 8 Repair

- 1) The client is obliged to describe any errors that occur, the course of system failures, product failures and/or other problems (in short: "malfunctions") as precisely as possible. ecos systems eliminates reported faults within a reasonable period of time; After receipt of the error message, ecos systems informs the client when and within what time frame it will eliminate the reported fault. If a description that is comprehensible to ecos systems is not provided, ecos systems will point out the deficiencies in the error description to the client and provide a new time frame for correcting the error after the own analysis, if necessary, has been carried out.
- 2) If ecos systems is unable to make the "product" functional through repair within a reasonable period of time, it will procure a replacement device free of charge.
- 3) If correcting the error turns out to be more complex than expected, ecos systems is entitled to provide the client with a replacement or workaround solution.
- 4) The obligation to carry out repair work and to provide a replacement or workaround solution does not apply if the error or malfunction cannot be remedied or can only be remedied with unreasonable effort. An expense that would exceed the annual consideration under this contract by at least twice is considered unreasonable. In this case, ecos systems is entitled to extraordinary termination of the contract for good cause.
- 5) At the client's request, ecos systems offers the client's connection to their remote diagnosis and maintenance facilities; ecos systems will inform the client of the costs incurred for the installation of the technical equipment required for this upon request and will carry out the connection on the basis of a separate order and calculation. The provision of remote diagnosis and maintenance itself is carried out on the basis of the provisions of this paragraph and is included in the maintenance fee.

§ 9 Maintenance

- 1) The subject of maintenance measures is work that serves to maintain the functionality of the "products" through product care, as well as the replacement of defective or no longer safely functional wearing parts. Replaced wear and spare parts become the property of ecos systems.
- 2) As part of the agreed flat-rate maintenance fee, ecos systems also takes on any configuration or installation work that does not exceed 4 hours per month. ecos systems will report to the client any necessary configuration and installation work that would require additional time; In doing so, it makes the client - as far as possible and reasonable for him - an offer to take on the work, which specifies the service to be provided and the amount of hours and materials required and contains a non-binding cost estimate.
- 3) The obligation to maintain does not apply if this involves unreasonable work for ecos systems. The unreasonableness is indicated if the personnel costs required for the adaptation of the "products" in the year in which the adaptation service is to be provided are 10% higher than when the contract was concluded, the increased personnel costs cannot be compensated for by higher profits or other cost savings and At least one year has passed since the care service began. In such a case, the adjustment will only be made against appropriate additional compensation or the parties agree to terminate the contract.
- 4) Further adjustments to usage requirements that arise from the client's individual requirements are not part of the service owed under this provision unless they are listed in the individual contract.
- 5) The client can reject the service if it does not have the same compatibility and functionality as the replaced "products", i.e. if it deviates significantly from the agreed target condition in accordance with the service description agreed in the individual contract, to the disadvantage of the client. The right of rejection also applies if the change to the new "products" offered

would entail unreasonable costs for the client, which would result directly from the change of the “products”.

- 6) ecos systems carries out regular preventive inspections in accordance with the respective product manufacturer's regulations.

§ 10 Obligations of the client to cooperate

The client's obligations to cooperate arise from the respective individual contract.

§ 11 Acceptance

- 1) It is in the nature of things that for recurring services there is no repeated declaration of acceptance by the client. In these cases, completion takes the place of acceptance. The client will be informed by ecos systems by email or in another way in text form that ecos systems has provided certain services. It is the client's responsibility to find out within the deadlines agreed in the individual contract whether the services of ecos systems were provided properly. If the client does not make any complaints within the intervals set in the individual contract, the service by ecos systems is deemed to have been properly provided. Independent acceptance is only required if this is agreed between the contracting parties in the individual contract.
- 2) In cases where an acceptance must take place according to the provisions of the individual contract, the following applies: The acceptance must be recorded in writing or by email. If the client puts the services of ecos systems into operation without claiming any significant defects, this assumes the existence of an implied acceptance. However, ecos systems must inform the client of this separately in writing.

§ 12 Warranty for maintenance services

- 1) The following regulations apply to work contracts:
 - a) A service for which ecos systems offers the client a reasonable, equivalent alternative solution instead of correcting the defect is not considered defective. ecos systems is entitled to change the defective “products” for the purpose of repair, provided that the performance characteristics and operation of the “products” do not change for the client and there are no costs associated with the change.
 - b) If ecos systems does not succeed in correcting existing defects within a reasonable period of time, the client is entitled to assert the other warranty rights. There is no right to withdraw from the contract or claim damages unless the functionality of the “products” is significantly impaired.
 - c) The client is not entitled to correct errors himself and to demand reimbursement of the necessary expenses as long as ecos systems is willing to correct the error and the client can reasonably be expected to make further improvements.
 - d) Changes to the serviced “products” or the system environment mean that the client must prove that the disruption was caused by a *defect*. If this proof fails, the client will be billed for both the costs of carrying out the analysis phase and the costs of attempting to correct the “technical error”. The applicable hourly and travel cost estimates from ecos systems must be used here.
 - e) Warranty claims expire twelve months from acceptance or completion of the service. This does not apply in cases in which an occurring defect in the service has caused damage to life, limb and health and/or the defect violates a guarantee promise and/or the damage is caused intentionally or through gross negligence. Claims under the Product Liability Act remain unaffected.
 - f) If it turns out that services provided by ecos systems are not covered by the warranty, the client will bear the costs, including any travel costs and expenses incurred, in accordance with ecos systems' general cost rates. If the client reimburses costs, the applicable hourly and travel cost estimates of ecos systems must be used.
 - g) At the discretion of ecos systems, supplementary performance can be carried out either through repair or through new delivery. The client is entitled to demand a specific type of subsequent performance if the other form of

subsequent performance is unreasonable for him. The client is responsible for any additional costs incurred by ecos systems as a result of the "products" being transported by the client to a location other than the client's headquarters specified in the individual contract.

§ 13 Special regulations for remuneration

- 1) The flat-rate maintenance fee is based on the assumption that ecos systems has to spend at least 4 hours/person-days on repair work and at least 4 hours/person-days on maintenance work. If this effort is undercut by more than 10% or exceeded by more than 10%, the agreed flat rate will be adjusted.
- 2) No compensation is payable for repair work for a period of one year from the installation and commissioning of the "products" by the client.
- 3) The maintenance fees are due annually in advance in one sum at the beginning of a contract year. At ecos systems' discretion, they can also be paid by direct debit.
- 4) After a period of two years after conclusion of the contract, increases of up to 5% per year are possible due to a general increase in the costs of the total care fees to be paid. The client will be informed at least three months before the increase comes into effect.
- 5) If ecos systems can prove that there was no maintenance or warranty claim in the case of reported errors or used maintenance services, the expenses for troubleshooting as well as ecos systems' services for troubleshooting will be borne by the client.
- 6) If both error corrections take place for the client that are covered by the flat-rate maintenance fee and those that are billed separately, the service reports from ecos systems employees and/or the incident documentation from ecos systems/customer support serve as the basis for billing.

§ 14 Contract duration and termination

- 1) The individual contract becomes effective when it is signed. Its term and the options for ordinary termination arise from the respective individual contract.
- 2) The right to extraordinary termination remains unaffected. If the client terminates the contract due to an important reason for which ecos systems is responsible, the maintenance fee already paid will be refunded pro rata.

Part III – Rental

§ 15 Subject of the contract

- 1) The object is the rental of the “products” listed in the individual contract.
- 2) The products are made available to the customer along with cellular communication for the term of the respective individual contract and additional services are provided that are related to the operation of the product. Details can be found in the respective individual contract
- 3) The regulations of Part 1 of these General Terms and Conditions § 2 Paragraphs 2 to 5 apply.

§ 16 Contract duration and termination

- 1) Individual contracts can only be terminated by either party after 12 months at the earliest. After this period has expired, each individual contract can be terminated at any time with three months' notice to the end of the year (December 31st). Both parties remain entitled to extraordinary termination.
- 2) Extraordinary termination
- 3) An important reason that entitles ecos systems to extraordinary termination exists in particular if
 - a) the customer is in arrears with more than two payments by more than 30 days each and there is no justification for the respective delay;
 - b) the customer does not fulfill one of the agreed obligations to cooperate as a duty incumbent on him, ecos systems has requested the customer to cooperate and the customer does not cooperate despite this request, so that the provision of the service by ecos systems is at risk or impossible.
- 4) If ecos systems is entitled to terminate for good cause, the right of termination applies to the contracts directly affected by the good reason as well as to all indirectly affected contracts that ecos systems would not have concluded without the contract directly affected by the good reason.
- 5) Before termination for an important reason, this must be threatened in writing. The warning must be declared in writing and the customer must be given the opportunity to remedy the circumstances giving rise to the important reason within thirty (30) calendar days of receipt of the warning. However, a warning is not necessary if there are special circumstances that justify the declaration of extraordinary termination after weighing up the interests of both parties.

§ 17 Delivery and return of “products”

- 1) ecos systems delivers the “products” to the delivery location and at the times specified in the individual contract.
- 2) Checking the scope of delivery: The client is responsible for checking whether the “products” have been damaged during transport or whether parts are missing. This must be reported to ecos systems immediately. ecos systems will then immediately deliver a new one.
- 3) Before delivery of the “products”, the client must create the spatial and technical requirements that ecos systems communicates to him in a timely manner in the individual contract and which are necessary for the “products” to be ready for operation. These requirements arise from the respective individual contract.

§ 18 Use of the “Products”, transfer of use to third parties

The rental of the “products” is for the exclusive use of the client. The “Products” may only be used for the purposes specified in the individual contract. Without the permission of ecos systems, the client is *not* entitled to hand over the “products”, including the software provided under this contract, to a “third party”, in particular to rent or lend them. Use by the client's employees is permitted within the scope of the contractual use.

§ 19 Obligations of care and tolerance of the client

- 1) The client must treat the “products” with care and protect them from damage. He will ensure the proper use and proper operation of the “products” by sufficiently qualified personnel. The client will follow the maintenance, care and usage instructions of ecos systems, in particular the information contained in the operating manual and documentation provided, within the scope of what is reasonable for him. Identification of the “products”, in particular signs, numbers or inscriptions, may not be removed, changed or made unrecognizable.
- 2) The client allows ecos systems employees free access to the “products” for maintenance and repair work within normal business hours. The legitimate security interests of the client must be protected.

§ 20 Changes to the “Product”; Change in the location of the “products”

- 1) ecos systems is entitled to make changes to the “product” provided these serve to preserve it. Measures for improvement may only be undertaken if they are reasonable for the client and this does not affect the contractual use of the “product”. ecos systems must inform the client of any corresponding measures in good time in advance.
- 2) Changes and additions to the “products” by the client require the prior consent of ecos systems. This applies in particular to attachments or installations as well as the connection of the “products” to other devices, IT systems or networks. If the “products” are returned, the client will restore the original condition at the request of ecos systems.
- 3) The provisions of Section 7 of these General Terms and Conditions apply.

§ 21 Repair and maintenance services

The statements made in Sections 8 to 10 and in the individual contract apply.

§ 22 Warranty

- 1) “Defects” will initially be remedied at ecos systems’ discretion through free repairs or replacement delivery.
- 2) The regulations of § 12 paragraph 1 lit c and d apply.
- 3) The client is obliged to report defects in the “product” to ecos systems immediately (§ 536c BGB). He will take ecos systems’ advice on fault analysis into account to the extent that is reasonable for him and forward all the information he has that is necessary to eliminate the defect to ecos systems.
- 4) Warranty claims expire 12 months from the time at which the client became aware of the existence of a defect in the “product” or from the time at which the client would have become aware of the circumstances of the defect and reported it without gross negligence. This does not apply in cases in which the defect caused damage to life, limb or health and/or in cases in which the “defect” was caused by gross negligence or intentionally. Claims under the Product Liability Act remain unaffected. Claims that arise from a violation of the obligation to make improvements expire, subject to the reservation described above, 12 months after the moment of knowledge or grossly negligent ignorance of the damaging event.

§ 23 Rights of use of the software

For the term of the respective individual contract, the client receives the non-exclusive and revocable right to “use” the software used as part of the rented “products” or to carry out the managed services for his own use within the scope of his business operations, i.e. he receives the right to install the provided software and load it into the RAM. The right is transferred for a limited period of time for the duration of the respective individual contract and, like the number of usage rights, results from the respective individual contract.

§ 24 Return of the products

- 1) Upon termination of the contractual relationship, the client must return the “products” to the provider in proper condition.
- 2) When the “products” are returned, a protocol is created in which any existing damage and defects in the “products” are recorded. The client must reimburse the costs of restoration in the event of damage or defects for which he is responsible.
- 3) Unless otherwise agreed in the individual contract, the client bears the costs for dismantling, packaging and return transport of the “products”.