

General Terms and Conditions of Artis Space Systems GmbH

Version: 10/2022

1 General

- 1.1. The following General Terms and Conditions ("GTC") shall apply exclusively to business transactions with companies, legal entities under public law or special funds under public law for all deliveries and services to be provided and rendered by Artis Space Systems GmbH, registered in the Commercial Register of the Local Court of Charlottenburg (Berlin) under HRB 200182 B (hereinafter referred to as "ASS"), with which ASS is commissioned by the customer (hereinafter referred to as "Customer"). The Customer and ASS are hereinafter jointly referred to as the "Parties".
- 1.2. These GTC apply exclusively. Conflicting terms and conditions of the customer or third parties are only valid if ASS expressly agrees to their validity in writing.
- 1.3. All agreements made with the customer for the purpose of executing the respective contract shall be set down in writing in the contract. The GTC shall also apply to all future transactions with the customer, even if they are not specifically referred to again.

2 Offer, subject matter of the contract

- 2.1 All offers are subject to change without notice and are non-binding in all respects, unless expressly stated otherwise. Contracts with ASS are only concluded by written order confirmation.
- 2.2 Unless otherwise agreed, the services shall be provided on the basis of the customer's concept, which shall describe the scope of services correctly and completely; ASS shall not check the information provided by the customer for legality or expediency. Within the scope of the order, there is freedom of design; no particular design is owed, only one that corresponds to the task.
- 2.3 ASS is generally entitled to have services performed by third parties within the scope of the orders placed.

3 Delivery time, force majeure

- 3.1 Deadlines for deliveries and services shall only be deemed to have been agreed with the Customer as binding if they have been expressly confirmed as binding by ASS in writing.
- 3.2 Indicated delivery dates are not binding. Fixed dates must be confirmed by ASS. After expiry of a delivery date, ASS must be granted a reasonable period of grace. If the delivery date is not met for reasons for which ASS is not responsible, ASS is entitled to withdraw from the contract in whole or in part or to deliver at a later date. If goods delivered late are accepted without objection, the delivery shall be deemed to have been made on time. ASS is entitled to make reasonable partial deliveries, provided that the partial delivery is of use to the Customer within the scope of the agreed purpose and does not cause the Customer any significant additional expenditure or costs. Unless otherwise agreed, the material and price risk shall pass to the Customer when the goods are handed over to the carrier. Transport insurance will only be taken out at the request and expense of the Customer.
- 3.3 If ASS is in default, it shall only be liable for such damages which are due to gross negligence or intent.
- 3.4 The customer is not entitled to delivery or performance in case of lack of readiness to deliver due to force majeure, labour disputes, delay in delivery by the supplier and other events for which ASS is not responsible. In this case, the delivery period shall be extended by at least the period until the disruption has ended. The customer will be informed of such disturbances without delay. If the disturbance considerably complicates the delivery or makes it impossible and is not only of temporary duration - longer than 8 weeks - ASS can withdraw from the contract. In this case, any services already rendered shall be reimbursed. Further claims of the customer are excluded. If the customer cannot reasonably be expected to accept the goods due to a non-temporary disruption, he may withdraw from the contract by written declaration after setting a deadline.

4 Warranty for defects

- 4.1 The Customer shall notify ASS in writing of any visible defects immediately, at the latest within 10 days after delivery, and of any hidden defects immediately after their discovery within the warranty period, otherwise any claims for defects or recourse shall be excluded.

- 4.2 As far as ASS is obliged to supplementary performance, the Customer has to give ASS the opportunity to fulfil the legal claim for supplementary performance by rectification of defects or replacement delivery, at the discretion of ASS. In the event of failure, impossibility, unreasonableness, refusal or unreasonable delay of the remedy or replacement delivery, the Customer may withdraw from the contract or reduce the purchase price, provided that the defect is not only minor and without prejudice to any claims for damages.
- 4.3 Claims for defects shall not exist in the case of insignificant deviation from the agreed quality, in the case of insignificant impairment of usability, in the case of natural wear and tear and in the case of damage arising after the transfer of risk as a result of unsuitable, improper or non-contractual use, faulty assembly, excessive strain or improper modification, reworking or repair work by the Customer or third parties or as a result of faulty or negligent handling, unless ASS is responsible for such.
- 4.4 Claims of the Customer for expenses incurred due to non-fulfilment, in particular transport, travel, labour and material costs, including any dismantling and installation costs, shall be excluded if the expenses are increased because the goods delivered by ASS were subsequently transported to a location other than the Customer's branch office, unless the transport corresponds to the intended use.

5 Prices, Terms of Payment

- 5.1 Unless otherwise agreed, all prices are exclusive of all taxes, duties, fees and charges. These will be charged at the rates applicable at the time of invoicing.
- 5.2 Payments shall be due immediately after invoicing without any deduction. They will always be set off against the oldest outstanding invoice.

6 Liability

- 6.1 ASS shall be liable without limitation for claims for damages of the Customer arising from injury to life, body or health or from the culpable breach of essential contractual obligations as well as for other damages based on an intentional or grossly negligent breach of duty by ASS. This also applies if the aforementioned breaches have been committed by a legal representative of ASS or a vicarious agent. Essential contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract and on whose compliance the customer may regularly rely.
- 6.2 If the breach of essential contractual obligations was caused by simple negligence, ASS is only liable for the foreseeable damage typical for the contract; liability for loss of profit is excluded. Liability for injury to life, body or health shall remain unaffected.
- 6.3 The limitations of paras. 6.1 and 6.2 shall also apply in favour of the legal representatives and vicarious agents of ASS if claims are asserted directly against them.
- 6.4 Within the scope of application of the Product Liability Act, no limitation of liability shall apply.
- 6.5 For the rest, ASS excludes its liability for.

7 Retention of title

- 7.1 The goods delivered by ASS remain the property of ASS until full payment of all current or future claims arising from the business relationship with the customer, regardless of the type and legal basis. In the case of a current account, the retention of title shall be considered as security for the balance of the account.

8 Confidentiality, data protection

- 8.1 The Customer and ASS undertake to keep confidential all information and documents which they receive from the other party in the course of the execution of the order or which become known to them and which are designated as confidential and to secure them in such a way that misuse by third parties is excluded.
- 8.2 The parties shall observe the relevant data protection regulations. Insofar as ASS comes into contact with personal data of the Customer, the prior conclusion of a written agreement on the processing of the order in accordance with the General Data Protection Regulation (DSGVO) is required. In this case, ASS will provide the Customer with such an agreement. In any case, ASS may only process personal data within the meaning of the GDPR and the Federal Data Protection Act (BDSG) within the scope of the Customer's instructions. In any case, the Customer shall remain responsible for the personal data processed or for the data processing carried out in accordance with the instructions.

9 Set-off, delay in payment and right of retention

- 9.1 ASS is entitled to retain all data and documents provided by the Customer until the agreed remuneration has been paid in full.
- 9.2 In the event of default in payment of even one claim, ASS shall be entitled to exercise its rights of retention or security rights with respect to all goods owned by ASS, to take back the delivered items and either to realise them at the best possible conditions for the account and risk of the Customer or to take them over as security. This cannot be considered as a withdrawal from the contract without an explicit declaration by ASS.
- 9.3 The customer shall only be entitled to set off counterclaims if these counterclaims have been legally established or are undisputed. The same conditions apply to the assertion of rights of retention.

10 Miscellaneous

- 10.1 If any provision of these GTC requires the written form, such provision shall also be deemed to have been made in text form; however, this shall not apply to notices of termination or amendments or supplements to these GTC, which shall always be made in writing pursuant to Section 126 of the German Civil Code (BGB).
- 10.2 The inclusion and interpretation of these Terms and Conditions as well as the conclusion and interpretation of the legal transactions with the Customer itself shall be governed exclusively by the law of the Federal Republic of Germany. The application of the Uniform Law on the Formation of Contracts for the International Sale of Goods, the Uniform Law on the International Sale of Goods of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
The place of jurisdiction for all disputes arising from the respective contractual relationship shall be Berlin, Germany, to the extent permitted by law. ASS is also entitled to sue at the place of business of the customer. Place of performance is the registered office of ASS.
- 10.3 Should individual provisions be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision that comes closest to the economic purpose of the invalid or unenforceable provision.