

General Terms and Conditions of TUNAP GmbH & Co. KG

- As of: March 2024 -

1. Application

1.1 These General Terms and Conditions (hereinafter "Conditions") shall apply to all deliveries and services of TUNAP GmbH & Co. KG (hereinafter "TUNAP") even if they are not referred to in subsequent contracts. These Conditions apply exclusively. Any terms and conditions of the customer that conflict with, supplement, or deviate from these Conditions shall not become part of the contract unless their application is expressly approved by TUNAP in writing. These Conditions shall apply even if TUNAP accepts a delivery or service from the customer without reservations whilst being aware of the customer's conflicting or deviating terms and conditions.

1.2 These Conditions shall apply both to consumers within the meaning of Section 14 of the German Civil Code ("Consumer") and to entrepreneurs within the meaning of Section 13 of the German Civil Code ("Entrepreneur"), unless expressly differentiated in detail.

1.3 Agreements which supplement or deviate from these Conditions, and which are made between the customer and TUNAP for the performance of a contract must be set out in writing in the contract. This also applies to the cancellation of this requirement of the written form.

1.4 Any rights beyond these Conditions to which TUNAP is entitled by law shall remain unaffected.

1.5 TUNAP's private label products, except TUNAP Sports products, are intended for professional use. Many products do not comply with the legal requirements that must be observed vis-à-vis private end users. Therefore, TUNAP reserves the right to sell such products to end users. In case the customer passes on private label products to end users, he must ensure under his own responsibility that he complies with the legal requirements, in particular with regard to the passing on of products to private end users.

2. Offer and formation of contract

2.1 Offers from TUNAP shall be subject to change and non-binding, unless they are expressly stated to be binding.

2.2 Pictures, drawings, information as to weight, measurement, performance and consumption as well as other descriptions of the goods in the documentation pertaining to the offer shall be approximations only, unless they are expressly stated to be binding. They do not constitute an agreement on, or guarantee of, the corresponding quality of the goods.

2.3 TUNAP reserves all proprietary rights and copyrights in any offer documents. Such documents may not be made available to any third party.

2.4. The customer is bound to his order for two weeks. Unless otherwise agreed, an order shall become binding for TUNAP once it has been confirmed by TUNAP in writing. An order confirmation generated with the help of automatic systems, which lacks signature and name reproduction, shall be deemed to be in writing. If the order confirmation contains obvious errors, spelling mistakes or miscalcula-

tions, it shall not be binding for TUNAP. In case no written order confirmation is issued, TUNAP may accept orders by making delivery or providing the services.

2.5 Unless otherwise expressly agreed in writing, the purpose of the contract pursuant to Section 434 (2) No. 2 of the German Civil Code (BGB) shall be limited to the delivery of goods that comply with the quality owed. Unless expressly agreed otherwise in writing, the owed quality of the goods shall be conclusively agreed in the Datasheet and/or other accompanying technical documents of TUNAP. Unless expressly agreed otherwise in writing, the goods, when being sold to Entrepreneurs, do not have to comply with the objective requirements according to § 434 para. 3 BGB. In particular, it shall not be owed that the goods are suitable for normal use and/or that they have a quality which is usual for goods of the same type and which the customer can expect taking into account (i) the type of goods and (ii) public statements made by TUNAP or on behalf of TUNAP or by another person in preceding links of the contractual chain, in particular in advertising or on the label. Also, the goods do not have to correspond to the condition of a sample or model provided by TUNAP to the customer prior to the conclusion of the contract.

2.6 Executing orders according to the documents to be provided by the customer shall require written approval by TUNAP.

2.7 Contracts that are concluded shall oblige the customer to accept and pay for the goods or services ordered within the agreed period of time.

2.8 For deliveries of products in customized presentation, quantity variations of +/-5% are possible and must be accepted.

3. Prices, payment, set-off

3.1 The price stated in the order confirmation shall apply. Insofar not expressly stated otherwise, the prices to Consumers are gross (including value added tax) and prices to Entrepreneurs are net (excluding value added tax). Packaging, transport and insurance costs as well as all other ancillary costs are to be remunerated separately. In the absence of an individual agreement, the prices to Entrepreneurs shall apply EXW in accordance with Incoterms® 2020. If the customer does not receive an order confirmation or if the order confirmation does not contain any price information, the price agreed between the parties shall apply. Statutory VAT shall be stated separately in the invoice at the statutory rate applicable on the day the invoice is issued. TUNAP shall be entitled to charge surcharges for small orders below a net value of EUR 150.

3.2 If a factor relevant for pricing, such as wages, energy costs and/or costs for raw materials, increases or decreases by more than 5% for services that are not rendered within a period of four months after conclusion of the contract, TUNAP reserves the right to adjust the prices by the amount by which the acquisition or manufacturing costs of the delivery items have increased or decreased. If use is made of this price adjustment clause, TUNAP shall be obliged to provide evidence of the additional costs incurred at the customer's request. If TUNAP has agreed with the customer that the prices shall depend on specific price factors, for example, raw material prices, changes in the

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price factors can lead to price adjustments, irrespective of the performance period.

3.3. Unless otherwise agreed in writing, payment shall be made net within 30 days after the date of the invoice. TUNAP shall, however, be entitled to make the execution of outstanding deliveries or the provision of services contingent upon pre-payment or the provision of security if no previous business relationship exists with the customer, deliveries are to be made abroad, the customer's registered office is abroad or if there are any other reasons that give TUNAP reason to doubt that payment will be made promptly after delivery or provision of the services.

3.4 If after the contract has been entered into TUNAP becomes aware of circumstances that could considerably reduce the customer's creditworthiness and which could endanger the payment of outstanding receivables of TUNAP by the customer under the individual contract, TUNAP shall be entitled to refuse to continue to execute the contract until the customer makes payment or provides security for such. This shall accordingly apply if the customer refuses to pay or does not pay outstanding claims and there are no undisputed or legally established objections against the claims of TUNAP.

3.5 Payment shall be deemed made on the date on which TUNAP can dispose of the amount owed. When paying by cheque, payment shall only be deemed made after the cheque has been cashed and TUNAP can dispose of the amount. Discount charges and other cheque costs shall be borne by the customer. In the event of default of payment, the customer shall pay default interest at the rate of 9 percentage points above the base rate. The right to assert a further claim for damages is not excluded.

3.6 TUNAP shall be entitled to credit payments made by the customer towards the customer's oldest debt first. If costs and interest have already accrued, TUNAP shall be entitled to credit the payment towards the costs first, then towards interest, and finally towards the principal claim.

3.7 Counterclaims of the customer may only be set off or used to assert a right of retention by the customer if they have become final by virtue of a judgment or if they are undisputed. A right to retain may be asserted by the customer only if the customer's counterclaim is based on the same contractual relationship.

4. Deliveries

4.1 The order confirmation shall be decisive for the scope of performance. Changes to the scope of performance shall require the written confirmation of TUNAP in order to be effective.

4.2 Unless expressly agreed otherwise, delivery to Entrepreneurs shall be EXW in accordance with Incoterms®2020.

4.3 An agreed delivery period begins with the conclusion of the contract. Delivery periods and dates shall only be binding for TUNAP if TUNAP explicitly states or confirms that they are binding. Any other dates are non-binding information on the delivery time. Agreed delivery periods shall be deemed met if the goods have been handed over to the person in charge of the transport at TUNAP's registered office

or at one of TUNAP's warehouses before this period has expired or if TUNAP has provided notification that they are ready for dispatch but have not left the registered office or warehouse because the customer has not accepted the goods.

For deliveries to Entrepreneurs, the following shall apply in addition:

4.3.1 If delivery EXW according to Incoterms®2020 has been agreed, the collection will be notified 3 days before the collection date. If the customer does not pick up the goods within 24 hours after the notified date, TUNAP is entitled to charge a storage fee of 20.50 EUR per pallet (storage up to 2 weeks included, thereafter further 9.50 EUR per month). If the customer requires an IMO declaration for a sea transport to be carried out, this can be ordered separately for 50 EUR per transaction.

4.3.2 If a DAP/DDP delivery with flexible delivery has been agreed, TUNAP is entitled to charge demurrage costs in the amount of EUR 50 per commenced hour, whereby in the case of a partial load the first hour and in the case of a full load the first two hours are not charged.

4.3.3 If a delivery DAP/DDP with time slot booking has been agreed, TUNAP is entitled to charge a storage fee of 20.50 EUR per pallet (storage up to 2 weeks included, thereafter further 9.50 EUR per month) if a time slot is not available within 24 hours after the agreed delivery date. In addition, TUNAP is entitled to charge a fee of 5 EUR per shipment for the time slot booking. If demurrage costs are incurred, TUNAP is entitled to charge these in the amount of 50 EUR per commenced hour, whereby in the case of a partial load the first hour and in the case of a full load the first two hours are not charged.

4.3.4 For all aforementioned deliveries to Entrepreneurs in accordance with Incoterms®2020, the following additional services may be agreed:

a. If the customer requests a delivery time of less than 6 weeks, TUNAP is entitled to charge an express surcharge of 20.50 EUR per pallet.

b. If the customer requests stockpiling by TUNAP as part of a safety stock, TUNAP is entitled to charge an additional EUR 20.50 per pallet (storage included for up to 2 weeks, thereafter a further EUR 9.50 per month).

c. If the customer requests a fixed delivery with time slot booking, TUNAP is entitled to charge an additional fee of 90 EUR per shipment.

4.3.5 If no Euro pallets are exchanged 1:1 during collection according to No. 4.3.1 or delivery according to No. 4.3.2 and 4.3.3, TUNAP shall be entitled to charge 20 EUR per pallet.

4.4 If making the agreed deliveries or providing the services of TUNAP requires the cooperation of the customer, the customer shall ensure that TUNAP is provided with all the necessary and appropriate information and data within good time and that such is of the required quality.

4.5 The delivery period shall not start before all the documents, information, approvals and permits that are to be provided by the customer have been provided in full and any technical issues have been

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clarified and any agreed down-payment has been received. As a prerequisite for compliance with the delivery period or the delivery date, the customer must perform its other obligations properly and in due time. Compliance with the agreed delivery deadlines and delivery dates is subject to the condition that TUNAP is supplied by its own suppliers in due time and properly. Any changes or amendments that are subsequently agreed with TUNAP may result in a reasonable extension of the agreed delivery dates.

4.6 TUNAP shall be entitled to make reasonable part deliveries and provide partial services. Unless otherwise expressly agreed, deliveries and services ahead of schedule shall be allowed.

4.7 If the customer is in default of acceptance or violates other duties to cooperate, TUNAP can claim compensation for the damage caused including any additional expenditure and storage costs. Any other claims remain unaffected. TUNAP shall be entitled, after setting a reasonable subsequent deadline, to otherwise dispose of the goods and to supply the customer with new goods within a reasonable extended deadline.

4.8 Insofar the customer is an Entrepreneur, the customer assumes the take-back obligations of TUNAP according to § 15 of the German Packaging Law (Verpackungsgesetz) and ensures the take-back as well as the professional and proper recycling of the packaging. The costs incurred for taking back and recycling are to be borne by the customer. The free take-back by TUNAP is excluded.

5. Passing of risk/dispatch

5.1 Towards Consumers the transfer of risk takes place upon delivery of the goods. Unless expressly agreed otherwise, towards Entrepreneurs, delivery shall be EXW in accordance with Incoterms® 2020. In the absence of written instructions from the customer, TUNAP shall be entitled to choose the carrier and the itinerary at its own discretion and after a due assessment of the circumstances. At the request and expense of the customer, TUNAP shall take out transport insurance to insure the goods against the risks specified by the customer.

5.2 If there is a delay in handing over or dispatch for reasons for which the customer is responsible, the risk shall pass to the customer on the day the goods are ready to be dispatched and TUNAP informs the customer of such.

5.3 If TUNAP chooses the type of dispatch, the dispatch route and/or the person to carry out the dispatch, TUNAP shall only be liable for wilful misconduct or gross negligence resulting from this choice.

6. Retention of title

6.1 The goods supplied remain the property of TUNAP until all receivables owed to TUNAP by the customer as a result of the business relationship have been fully paid. If TUNAP's obligations to be performed include delivering software, up until payment in full has been made of any receivables, the customer shall in any case only be granted a revocable usage right. These receivables also include claims under cheques and bills of exchange, as well as current-account claims.

6.2 The customer shall be obliged to handle all goods to which title is retained, and as long as title is retained, with due care. In particular, the customer is obliged to sufficiently insure the goods at the customer's own expense against damage by fire, water, and theft at their replacement value. The customer hereby assigns to TUNAP all claims for compensation arising from such insurance. TUNAP hereby accepts the assignment. If an assignment is not allowed, the customer hereby irrevocably instructs its insurer to make payments, if any, only to TUNAP. This does not affect any further claims of TUNAP. Upon request, the customer must provide TUNAP with evidence of the conclusion of the insurance policy.

6.3 The customer shall only be allowed to sell the goods which are subject to retention of title in the ordinary course of business. The customer shall not be entitled to pledge the goods which are subject to retention of title, to transfer them by way of security or to make any other dispositions which may jeopardize TUNAP's ownership. In the event of attachments or other encroachments by third parties, the customer must notify TUNAP without undue delay in textual form and provide all the information required, advise the third party of TUNAP's property rights and assist with the measures taken by TUNAP to protect the goods which are subject to retention of title. The customer shall bear any costs for which it is responsible and which are necessary for the removal of the encroachment and the recovery of the goods, if and to the extent that these costs cannot be obtained from the third party.

6.4 The customer hereby assigns to TUNAP all receivables arising from the resale of the goods, including all ancillary rights, irrespective of whether the goods which are subject to retention of title are resold without or after further processing. TUNAP hereby accepts this assignment. In the event that such assignment is not allowed, the customer hereby irrevocably instructs the third-party debtor to make payments, if any, only to TUNAP. The customer has the authority, which may be revoked at any time, to collect the receivables assigned to TUNAP as a trustee on behalf of TUNAP. All amounts collected must be remitted to TUNAP immediately. TUNAP may revoke the customer's authority to collect receivables and its right to resell the goods if the customer fails to properly perform its payment obligations to TUNAP, if the customer is in default of payment or stops payment, or if the creditworthiness or financial position of the customer deteriorates, he cease any other business activity essential for the contractual performance or if he becomes incapable for other reasons to fulfil the contractual duties. Any resale of these receivables is subject to prior approval by TUNAP. The customer's authority to collect shall expire with the notification of the assignment to the third-party debtor. In the event of a revocation of the authority to collect, TUNAP may request that the customer disclose all receivables assigned, as well as the respective debtors' names, provide all information necessary for collection, provide the related documents and inform the debtors of the assignment.

6.5 In the event of default of payment on the part of the customer, TUNAP shall be entitled to rescind the contract without prejudice to its other rights. The customer must immediately grant TUNAP, or any

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third party commissioned by TUNAP, access to the goods that are subject to retention of title, surrender such goods and inform TUNAP where these goods are located. After a timely warning to such effect, TUNAP may otherwise dispose of the goods that are subject to retention of title for the purpose of satisfying its due claims against the customer.

6.6 Any processing or alterations made by the customer to the goods which are subject to retention of title shall always be deemed made on behalf of TUNAP. The customer's right to acquire ownership of the goods which are subject to retention of title continues to exist as a right to acquire ownership of the processed or altered item. If the goods are processed, combined or mixed with other goods that are not owned by TUNAP, TUNAP shall acquire a co-ownership interest in the new item that is equal to the ratio of the value of the goods supplied to the value of the other items processed at the time of processing. The customer shall store the new items on behalf of TUNAP. In all other respects, the item created through processing or alteration shall be governed by the same provisions as the goods that are subject to retention of title.

6.7 If requested by the customer, TUNAP shall be obliged to surrender the security interests to which TUNAP is entitled to the extent that the realizable value of these security interests exceeds TUNAP's receivables arising from the business relationship with the customer by more than 20% upon deduction of the mark-downs customary in the banking business. For valuation purposes, goods that are subject to retention of title shall be assessed on the basis of their invoice value and receivables shall be assessed on the basis of their nominal value.

6.8 In the event that goods are delivered to destinations with other legal systems in which the retention of title pursuant to clauses 6.1 to 6.8 above does not offer the same degree of protection as in the Federal Republic of Germany, the customer hereby grants TUNAP the equivalent security interest. If the creation of this security interest requires further declarations or actions, the customer shall make these declarations and perform these actions. The customer shall assist with all measures required for, and conducive to, the validity and enforceability of such security interests.

7. Claims for quality defects and liability

7.1 TUNAP shall manufacture its products according to the state of the art in technology applicable at time of entering into the contract. Liability for material defects and defects of title shall be based exclusively on the quality owed as conclusively agreed in the Datasheet and/or other accompanying technical documents, unless otherwise specified between the parties.

7.2 The goods sold by TUNAP have been designed and manufactured for use in general electronic equipment, in accordance to the Datasheet. The customer needs the written approval of TUNAP before incorporating the goods into any equipment in fields such as, but not limited to, military, aerospace, aviation, nuclear control, submarine, transportation (automotive control, train control, ship control), transportation signal, disaster prevention, medical or for any other purposes where higher safety and reliability are especially required or

if there is the possibility of severe damage or personal injury. The responsibility for the applicability and use in a particular customer design is always solely within the responsibility of the customer.

7.3 Insofar the customer is an Entrepreneur, the customer's defect rights shall require that the customer has fulfilled its statutory obligations to inspect and give notice of defects (Sec. 377, 381 German Commercial Code (HGB)), in particular that the customer has checked the delivered goods upon receipt and notified TUNAP without undue delay and in textual form upon receipt of the goods of any obvious defects and defects that could be identified during such inspection. The customer shall inform TUNAP in writing of any hidden defects without undue delay after they have been discovered. The notification shall be deemed without undue delay if made within two weeks after delivery for obvious defects and defects that could be identified during a proper inspection or after discovery in the event of hidden defects; to meet the deadline, the dispatch of the notification or complaint shall suffice. If the customer fails to carry out a proper inspection and/or notification of the defects, TUNAP shall not be liable for the defect. When reporting defects to TUNAP, the customer must supply a detailed description of the defects in textual form.

7.4 Unless otherwise agreed, the customer shall initially deliver the goods at its own expense to TUNAP so that the defects can be examined. The expenses that are required for the inspection and subsequent performance, in particular transportation, travel, labour and material costs within the meaning of Sec. 439 (2 and 3) German Civil Code (BGB) shall only be borne by TUNAP if it is determined during the inspection that a defect actually exists and provided these expenses are not increased due to the fact that the customer took the goods to a different location than the original delivery address. Personnel and material costs claimed by the customer in this connection shall be charged on the basis of net costs.

7.5 If the goods are defective and the customer is an Entrepreneur, TUNAP shall be entitled - for the purposes of subsequent performance - to choose between remedying the defect or delivering goods that are free from defects.

7.6 If TUNAP is not prepared or is not in a position to carry out subsequent performance after a reasonable deadline has expired, the customer can choose to rescind the agreement or reduce the purchase price. The same shall apply if the subsequent performance fails, if it is unacceptable to the customer or if a reasonable deadline is exceeded due to reasons for which TUNAP is responsible.

7.7 The customer shall have no right to rescind the contract if the customer is unable to return the goods received and this is not due to the fact that it is impossible to return such due to their nature, if TUNAP is responsible for such or if the defect did not become apparent until after the goods were processed or altered. The right to rescind the contract shall furthermore not exist if TUNAP is not responsible for the defect and if instead of the received goods or services being returned by the customer, TUNAP has to pay compensation for lost value.

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7.8 Claims for defects shall not exist with respect to defects that are due to natural wear and tear, to improper handling by the customer or a third party, or to changes or repairs to the goods that have been carried out by the customer or a third party in an improper manner. The same shall apply to defects which can be attributed to the customer or which arise as a result of technical reasons other than the original defect. The customer shall, in particular, comply with the operational, storage and/or maintenance recommendations provided by TUNAP or the manufacturer.

7.9 In case the goods are digital products within the terms of §§ 327 ff. BGB or goods with digital elements according to § 475b BGB, TUNAP shall furthermore be liable to the customer for the provision of updates exclusively for the duration and to the extent as owed according to the condition agreed pursuant to section 2.5 sentence 2 or otherwise agreed with the customer in writing.

7.10 The customer's claim for reimbursement of expenses in place of damages in lieu of performance shall be excluded if and to the extent that such expenses would not have been made by a reasonable third party.

7.11 TUNAP shall not be liable for damage for which it is not responsible, in particular, it shall not be liable for damage that is caused by improper usage or handling of the products. The customer is obliged to comply with the operational, storage and/or maintenance recommendations provided by TUNAP or the manufacturer, to only make authorised changes, replace spare parts professionally and use the consumables that have the necessary specifications. Where applicable the customer shall, both before and also regularly after the deliveries have been made or the services have been provided by TUNAP, perform backups to its computer systems at sufficiently regular intervals. TUNAP shall assume no liability for damage which is caused by or can be attributed to a breach of the aforesaid obligations of the customer.

7.12 TUNAP shall be liable in accordance to applicable statutory law for any damage resulting from breach of guarantee or from death, bodily injury, or damage to health. The same shall apply to wilful misconduct and gross negligence, to mandatory statutory liability for product defects (in particular under the German Product Liability Act (ProdHaftG) and to liability if defects were concealed with fraudulent intent. In cases of slight negligence, TUNAP shall only be liable if material obligations are breached that result from the nature of the contract and the performance of which is of particular importance in order for the purpose of the contract to be achieved. If such obligations are breached, as well as in the event of default or if performance is impossible, TUNAP's liability shall be limited to the damage which can typically be expected with such contract.

7.13 The limitation period for claims for defects of the customer shall be one year insofar the customer is an Entrepreneur. If the customer is a Consumer, the limitation period shall be two years. The limitation period above does not apply if the defective good has been used in its customary manner for a building and this has caused a defect to the building. The limitation period shall also apply to claims resulting from

a tortious act that are based on a defect of the goods. The limitation period shall start with the delivery of the goods. This shall not affect the unlimited liability of TUNAP for damage resulting from a breach of guarantee or from death, bodily injury or damage to health, for wilful misconduct and gross negligence, and product defects. If TUNAP makes a statement with regard to a claim for defects asserted by the customer, this shall not be deemed as the start of negotiations with regard to the claim or the circumstances on which the claim is based, provided the claim for defects is fully rejected by TUNAP.

7.14 The suspension of the expiry of the period of limitation of rights of recourse as stipulated in Section 445b (2) sentence 1 of the German Civil Code (BGB) ends at the latest five years after the point in time at which TUNAP has delivered the item to the customer. In the event that the goods are resold to a consumer, TUNAP can only refer to this if TUNAP simultaneously grants the customer an equivalent compensation.

8. Intellectual property and usage rights relating to software and other protected products, information and co-operation duties

8.1 Unless otherwise provided in the contract or by law, any rights relating to software or other protected products which are delivered to the customer or which are produced for the customer, in particular, copyrights, industrial property rights such as, patents, trademarks and registered designs, shall remain the property of TUNAP or the individual proprietor of the rights. This shall also apply if the software or any other protected products are produced according to the specifications of or in co-operation with the customer.

8.2 If TUNAP uses the customer's software, TUNAP shall only use such software for the contractually agreed purpose. If TUNAP requires the source codes for the software to make contractually agreed changes or remedy defects, the customer shall provide TUNAP with such free of charge for use.

8.3 The customer shall only receive a simple right of use to the software and other protected products to such extent as is required for the purpose of the contract, unless otherwise provided in the contract, in particular, the applicable licencing terms of the software or an individual licence agreement, or by mandatory statutory law. With regard to software provided by TUNAP, unless expressly permitted under the contract or by law, the customer shall in particular be forbidden from reproducing, distributing, disclosing, changing, translating, extending, making other modifications to and/or decompiling such.

8.4 For backup purposes, the customer may create the necessary backup copies of the software, provided the individual licence agreement does not contain provisions to the contrary. Sec. 69d (2) Germany Act on Copyright and Related Rights (UrhG) remains unaffected. Backup copies on moveable data carriers shall be marked as such and shall be endorsed with the copyright notice of the original data carrier.

8.5 In the event of unlawful use TUNAP and/or third parties, in particular, the manufacturer of the software or other protected products, reserve the right to assert claims for compensation.

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8.6 In the event that a third party alleges it has a claim which conflicts with the right of use granted to the customer, the customer shall inform TUNAP without undue delay in text form. The notification shall also include information as to whether the customer has changed the software or the product or combined such with other software and whether this, from the customer's perspective, could justify the third party's claim. If so requested by TUNAP, the customer shall allow TUNAP to handle the defence against these claims and, to the extent permissible and possible, shall allow TUNAP to represent the customer or shall conduct the defence itself as instructed by TUNAP. Up until receiving notification as to whether TUNAP will deal with the defence, the customer shall not acknowledge or enter into a settlement agreement regarding the alleged claims of the third party without the express approval of TUNAP. If TUNAP deals with the defence, this obligation shall continue to apply. In addition, the customer shall support TUNAP in its defence, if this is required for an appropriate defence. In return, TUNAP shall indemnify and hold the customer harmless against any necessary external costs and any third party compensation claims and claims for reimbursement of expenses resulting from the defence, provided these can be attributed to the fault of TUNAP. In the event that TUNAP does not deal with the defence, the customer shall be entitled to defend itself at its own discretion. If existing third party claims cannot be attributed to the fault of TUNAP, the customer shall not be entitled to assert claims against TUNAP.

8.7 Notwithstanding Sec. 439 (1) German Civil Code (BGB), TUNAP shall also be entitled with regard to title defects relating to software to attempt subsequent performance, if TUNAP so chooses (cf. 7.4). In all other respects, the statutory provisions for warranty obligations for title defects with regard to software shall apply irrespective of whether TUNAP is dealing with the defence against third party claims under clause 8.6 of these Conditions, however, with the following exceptions: (i) for the recovery of data, TUNAP shall only be liable insofar as the loss of data would also have occurred if the customer had carried out the usual backups; (ii) clause 7.3 of these Conditions applies accordingly.

9. Product liability

9.1 The customer shall not modify the goods; in particular, the customer shall not modify or remove existing warnings relating to risks by improperly using the goods. If this duty is violated, the customer must inter partes indemnify and hold TUNAP harmless from and against any product liability claims of third parties to the extent that the customer is responsible for the defect giving rise to liability.

9.2 If TUNAP has to carry out a product recall or issue a product warning because of a product defect to the goods, the customer shall assist TUNAP and take all measures ordered by TUNAP, provided that these do not pose an unreasonable burden to the customer. The customer shall be obliged to bear the costs of the product recall or product warning, provided the customer is responsible for the product defect and the damage sustained. This does not affect any further claims of TUNAP.

9.3 The customer shall inform TUNAP without undue delay in textual form of any risks in the use of the goods and any possible product defects of which the customer becomes aware.

10. Force majeure

10.1 If TUNAP is prevented by force majeure from performing its contractual obligations, in particular from delivering the goods, TUNAP shall be released from its obligation to perform for the duration of the impediment and for a reasonable start-up period without being liable to the customer for damages. The same shall apply if the performance of its obligations by TUNAP becomes unreasonably complicated or temporarily impossible because of unforeseeable circumstances for which TUNAP is not responsible, in particular, because of industrial action, Pandemics and Epidemics, official acts, in particular quarantine orders, energy shortages, delivery problems on the part of suppliers, or major disruptions of operations.

10.2 TUNAP shall have the right to rescind the contract if such an impediment continues for more than three months and if, as a result of such impediment, the performance of the contract is no longer of interest to TUNAP. At the request of the customer, TUNAP shall declare after the expiry of the aforesaid three-month period whether it intends to make use of its right to rescind the contract or whether it intends to deliver the goods within a reasonable period of time.

11. Confidentiality

The customer and TUNAP shall be obliged for an unlimited period of time to maintain the confidentiality of any and all information received in connection with the cooperation from the other party which due to circumstances can be identified or should have been identified as a trade or business secret; the customer and TUNAP may neither record nor disclose or use any such information. The customer and TUNAP shall ensure by means of suitable contractual agreements with its employees and those agents working on its behalf that such persons also refrain for an unlimited period of time from any use, disclosure and unauthorised recording of such trade and business secrets for their own purposes.

12. Export control

12.1 The customer assures that goods supplied that fall under the scope of Article 12g Regulation (EU) 833/2014, will not be sold, exported, or re-exported, either directly or indirectly, to the Russian Federation or for use in the Russian Federation.

12.2 The customer shall undertake its best efforts to ensure that the purpose of paragraph 12.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

12.3 The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 12.1.

12.4 Any violation of paragraphs 12.1, 12.2, or 12.3 shall constitute a material breach of contract and entitles TUNAP to terminate the supply relationship with immediate effect and to cancel orders already accepted without delay. The customer shall indemnify TUNAP from

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all costs, third-party claims, and other disadvantages (e.g., fines) resulting from the breach of an obligation under the paragraphs 12.1, 12.2, or 12.3. This shall not apply if the customer is not responsible for this breach of duty. Furthermore, TUNAP shall be entitled to demand a contractual penalty of 5% of the sales price of the goods sold in violation of the provisions of this regulation. Any further claims for damages shall remain unaffected by this.

12.5 The customer shall immediately inform TUNAP about any problems in applying paragraphs 12.1, 12.2 or 12.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 12.1. The customer shall make available to TUNAP information concerning compliance with the obligations under paragraph 12.1, 12.2 and 12.3 within two weeks of the simple request of such information. TUNAP will notify the competent authority of any violation of the provisions of paragraphs 12.1, 12.2 or 12.3 above.

13. Final provisions

13.1 Any rights and obligations of the customer may only be assigned or transferred to a third party with the written consent of TUNAP.

13.2 The legal relations between the customer and TUNAP shall be governed by the laws of the Federal Republic of Germany, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.3 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the place of business of TUNAP. However, TUNAP shall also be entitled to bring an action at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

13.4 The place of performance for any and all obligations to be performed by the customer and by TUNAP shall be the registered office of TUNAP.

13.5 If a provision of this agreement is or becomes invalid or impracticable in whole or in part, or if this agreement is incomplete, this shall not affect the validity of the remaining provisions hereof. In lieu of the invalid or impracticable provision, such valid and impracticable provision shall be deemed agreed as comes closest to the purpose of the invalid or impracticable provision. In the event that this agreement is incomplete, such provision shall be deemed agreed as corresponds to what would have been agreed according to the purpose of this agreement if the contracting parties had considered the matter from the outset.

13.6 Even if these Conditions are written in English language, it has to be understood that these Conditions were prepared by German lawyers against a German commercial and legal background. If any term of these Conditions is open to interpretation, the intended German meaning shall prevail.

14. Environmental declaration

TUNAP is committed to people and the environment. Therefore, we undertake to manufacture our products in a manner that conserves resources and to systematically realise any potential for saving energy in manufacturing processes and in transportation. We pay close attention to ecological alternatives as concerns the selection of sources of energy and raw materials and pursue a consistent policy of waste reduction and product recycling.

15. Information about Consumer's right of revocation

Right of revocation

You have the right to revoke this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the last goods.

In order to exercise your right of revocation, you must inform us (TUNAP GmbH & Co. KG, Bürgermeister-Seidl-Straße 2, 82515 Wolferratshausen, Germany, e-mail: order@tunap-sports.de fax: 08171 1600-40) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You may use the enclosed revocation form for this purpose, which is, however, not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without undue delay and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. We shall bear the costs of returning the goods. You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the condition, properties and functioning of the goods.

Exclusion of the right of revocation

General Terms and Conditions of TUNAP GmbH & Co. KG

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The right of revocation does not apply to contracts for the supply of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

Revocation form

(If you wish to withdraw from the contract, please complete and return this form.)

-To TUNAP GmbH & Co. KG, Bürgermeister-Seidl-Straße 2, 82515 Wolfratshausen, Germany, e-mail: order@tunap-sports.de, fax: 08171 1600-40:

-I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

-Ordered on (*)/Received on (*)

-Name of the consumer(s)

-Address of the consumer(s)

-Signature of the consumer(s) (only in case of notification on paper)

-Date

(*) Delete as applicable.