

## General terms and conditions (14.02.2022)

of EUROstor GmbH, Hornbergstraße 39, 70794 Filderstadt, Germany  
- hereinafter called EUROstor -

### 1. General information, definitions

- (1) EUROstor offers its customers the acquisition of IT storage systems.
- (2) The following General Terms and Conditions shall apply for the business relation between EUROstor and the customer in its version as amended at the time of the order.
- (3) Customers, as defined by the general terms and conditions, are exclusively natural persons, corporate bodies or partnerships with legal capacity, acting at the time of conclusion of the business transaction in a corporate capacity or in their capacity as self-employed professionals (Entrepreneur in terms of § 14 Bürgerliches Gesetzbuch (BGB) [German Civil Code]).
- (4) Individual contractual agreements take priority over these general terms and conditions. Any divergent, conflicting or supplementing general terms and conditions will not become part of the contract, unless their validity is expressly accepted.

### 2. Contract

- (1) Unless otherwise stipulated all offers of EUROstor are subject to change without notice. In particular, the presentation of the goods on the web page and/or in EUROstor catalogues, does not constitute an offer in the legal sense. Due to the technically limited means of display the goods ordered may differ slightly, within reason, from the goods displayed on the Internet; in particular, generally accepted color variations may occur.
- (2) EUROstor reserves the right to accept or to reject orders.
- (3) The customer may place the order by e-mail, by fax or in writing. The customer order constitutes a binding offer for the conclusion of a sales contract concerning the EUROstor system ordered. A sales contract is concluded only after EUROstor's respective remittance of an order confirmation and is subject to these general terms and conditions.
- (4) The conclusion of the contract is subject to the reservation not to perform in case of incorrect or improper self-delivery. This shall only apply in case the non-delivery is not EUROstor's responsibility and EUROstor has concluded a concrete covering transaction with the supplier with due diligence. EUROstor will make all reasonable efforts to procure the goods. Otherwise, the consideration shall be refunded without delay. In case of unavailability of the goods the customer will be informed immediately.

### 3. Prices, date and scope of delivery, shipment and passing of risk

- (1) Unless otherwise agreed between the parties on an individual basis, the prices are quoted ex stock Filderstadt. The respective applicable V.A.T., shipping, packing and transport insurance are charged additionally.
- (2) EUROstor is only committed to keep to delivery terms and delivery dates, agreed upon in a particular case, if the customer duly complies with the contract.
- (3) The shipment is carried out at the customer's risk. As soon as the goods are handed over to the carrier / transport agency or to any other person responsible for carrying out the transport, the risk of accidental loss and accidental damage of the goods passes to the customer. This applies also in case the transport costs were borne by EUROstor. The goods are also deemed to be delivered in case the customer is in default of acceptance.
- (4) Partial deliveries by EUROstor are admissible, insofar as a partial delivery can be reasonably imposed on the customer in due consideration of his interests. This, however, does not affect the terms of the contract, in particular the performance owed by EUROstor or a time of performance agreed upon.
- (5) In case a transport insurance for the delivery of the goods was taken out, the customer is committed to check the goods immediately after reception and, in the event that a transport damage is apparent, to report the damage in writing within 3 days; otherwise no insurance payment will be made.

### 4. Terms of payment

- (1) As a matter of principle all invoices are to be paid net immediately after reception, unless different terms were expressly agreed upon. In case of partial deliveries this applies to the value of the partial deliveries.
- (2) When ordering for the first time the seller may request payment in advance or cash on delivery. This also applies in case the buyer exceeded the credit limit granted to him.
- (3) Unless any other terms of payment were agreed upon individually per mail, fax or in writing, the customer is committed to pay the total price within 14 days after date of invoice. After the expiration of this term the customer will be in default. During the default the customer will have to pay interest on the amount owed in the amount of 9 percentage points above the prime lending rate. Moreover, in case of default, the customer owes a lump sum payment amounting to Euro 40.00. This applies also in case the customer is in default with a down-payment or any other instalment payment. EUROstor reserves the right to claim a higher damage caused by delay. The lump sum payment mentioned in clause 3 will be taken into account provided the damage claim is owing to costs of prosecution.
- (4) The customer is entitled to offsetting only in case his counterclaims were ascertained and recognized in a legally binding manner or are undisputed by EUROstor. The customer's right to offsetting with contractual and other claims resulting from the initiation or execution of this contractual relationship will remain unaffected hereof. The customer's right of retention can only be executed in case his counterclaim is based upon the same contractual relationship.

### 5. Reservation of title

- (1) EUROstor reserves the title of the goods until the full payment of all claims resulting from an ongoing business relation.
- (2) In case of the customer's conduct being contrary to the terms of the contract, in particular in case the customer defaults on payment, in case of the customer's faulty information concerning his financial standing or in case a petition for the opening of insolvency proceedings is filed, EUROstor – after fixing a deadline, as the case may be – is entitled

to withdraw from the contract and to claim the restitution of the goods, should the customer have failed to effect payment or only effected partial payment.

- (3) The customer is entitled to re-sell the goods in an ordinary business transaction. As of now the customer assigns to EUROstor all his claims in the amount of the invoice amount resulting from the re-sale to a third party. EUROstor accepts the assignment. After the assignment the customer is entitled to collect the outstanding amount. EUROstor reserves its right to collect the outstanding amount as soon as the customer fails to comply with his financial obligations and is in default of payment.

- (4) At the request of the customer, EUROstor is committed to release the securities assigned to it in case the liquidable value of the securities exceeds the claim by more than 10 percent. The selection of the securities to be released rests with EUROstor.

### 6. Duties of the customer

The customer is committed to make adequate provisions in case the EUROstor system fails to perform adequately in whole or in part (e.g. by data backup, error diagnosis, regular revision of results, emergency planning). It is the customer's responsibility to ensure the operational capability of the work environment of the EUROstor system.

### 7. Warranty

- (1) The customer is entitled to a statutory warranty right, which is modified according to §§ 7, 8 of these GTC. For digital products (§ 327 para. 1 and para. 5 BGB) and goods with digital elements (§ 327a para. 3 BGB) the consumer is entitled to the statutory warranty right without the modification of § 7 but with the modification of § 8 of these GTC.
- (2) Ordered goods may deviate slightly from the goods depicted on the Internet / catalogs within the bounds of what is reasonable. Reference is made to section 2 paragraph 1 of these GTC.
- (3) For defects of the goods, EUROstor shall initially provide warranty by rectification or replacement delivery at its discretion. The customer shall be entitled to the further secondary rights of warranty under the legal conditions.
- (4) The customer must notify EUROstor of obvious defects of the delivered goods within a period of 2 weeks from receipt of the goods; otherwise the assertion of the warranty claim is excluded. Timely dispatch or notification shall be sufficient to meet the deadline. For merchants § 377 HGB (German Commercial Code) shall apply.
- (5) In principle, only the product description of EUROstor shall be deemed agreed upon as quality of the goods. Public statements, promotion or advertising by the manufacturer shall not constitute a contractual quality of the goods.
- (6) The warranty period shall be 1 year from delivery. In deviation from this, the statutory regulation shall apply in the following cases: if the Seller can be accused of gross negligence, if the Seller has fraudulently concealed a defect, in the case of bodily injury and damage to health attributable to the Seller and in the case of loss of life of the entrepreneur, in the case of a guarantee as well as in the case of delivery recourse pursuant to § 478 BGB and in the case of delivery recourse pursuant to § 327 u BGB. The liability of the Seller according to the Product Liability Act shall remain unaffected.
- (7) EUROstor does not give any guarantees in the legal sense to the Customer, unless expressly agreed otherwise. Manufacturer's warranties shall remain unaffected by this.

### 8. Liability limitations

- (1) In case of slightly negligent breaches of duty liability is restricted to the predictable immediate average damage typical for the contract, in accordance with the type of the goods. This also applies for slightly negligent breaches of duty of EUROstor's legal representatives or its performing and vicarious agents. EUROstor is not liable in the event of a slightly negligent violation of insignificant contractual obligations. EUROstor, however, is liable in the event of a violation of essential contractual legal positions of the customer. Essential contractual legal positions are those which the contract has to grant to the customer in accordance with the content and purpose of the contract. Moreover, EUROstor is liable in the event of a violation of obligations the fulfillment of which was a prerequisite for the due execution of the contract and upon the compliance of which the customer may rely on.
- (2) The aforementioned liability limitations do not refer to claims of the customer resulting from warranties and/or product liability. Furthermore, the liability limitations do not apply in the event of fraudulent intent, violation of essential contractual obligations and in case of physical injury or other health reasons attributable to EUROstor or in case of death of the customer.

### 9. Export licence

In case the goods supplied are shipped abroad the customer has to adhere to the valid legal provisions of the Federal Republic of Germany and the manufacturing country.

### 10. Final provisions

- (1) All agreements are subject to German law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. §§ 15 para. 1, 37 para. 3 TDSG shall remain unaffected.
- (2) In case the customer is a trader, a corporate body under public law or a special fund under public law, the place of venue for all disputes arising from this contract is the competent court at EUROstor's head office, unless an exclusive place of venue is stipulated. Nevertheless, EUROstor is also entitled to sue the trader at the respective court of his place of residence or business location. Jurisdiction due to an exclusive place of venue shall remain unaffected hereof.