

General Terms and Conditions

for deliveries and services of ICA
Chipkartensysteme GmbH & Co. KG

As of: 05/2022

1. General provisions

1.1 The legal relationships between ICA Chipkartensysteme GmbH & Co. KG – hereinafter also referred to as “ICA” – and the Customer relating to the deliveries and/or services (hereinafter: “deliveries”) of ICA are governed exclusively by these contractual conditions (hereinafter also referred to as “T+Cs”). These T+Cs also apply to subsequent offers and contracts, even if they have not been specifically agreed or referred to therein. General Terms and Conditions of the Customer apply only to the extent that ICA has expressly agreed to such in writing. The scope of deliveries and services and execution thereof shall be determined by the parties' congruent mutual written declarations and declarations submitted in text form. Conditions deviating from such also do not apply even if ICA for its part takes on services from the contractual partner tacitly or becomes active based on an order referring to contractual conditions of the Customer, without any further contradiction.

1.2 The offers of ICA are subject to change without notice and non-binding. This does not apply if we have expressly denoted the offer

as binding. Declarations of acceptance and all orders require the written or fax confirmation of ICA to become legally effective. The same applies to additions, alterations or ancillary accords.

1.3 ICA retains its ownership and copyright-related utilisation rights to quotations, drawings and other documents (hereinafter: “documents”) without restriction. The documents shall be handled in strict confidence and shall be made accessible to third parties only following prior consent by ICA; if the order is not placed with ICA, the documents shall be returned immediately on demand and must not be used. The sentences 1 and 2 of the sub-point apply mutatis mutandis to Customer documents; however, these may be made available to such third parties to whom ICA for its part has contracted supplies or the rendering of services as a pre-supplier or sub-supplier on a permitted basis.

1.4 ICA and the Customer are aware that electronic and non-encoded communication (e.g. by e-mail) involves security risks. For this type of communication, therefore, neither ICA nor the Customer will assert

claims based on a lack of encoding unless encoding had been agreed in advance.

1.5 Partial deliveries and partial services are permitted if they are reasonable for the Customer and particularly do not cause an unreasonable impairment of the Customer's operational sequences.

1.6 If the Customer dictates specifications to ICA and nothing else has been agreed, ICA is not duty bound to verify the specifications received from the Customer to ensure that they are correct and suitable, particularly for the known or presumed purpose. If ICA issues advice or recommendations without taking place for a fee pursuant to a contractual agreement, ICA is not liable except for cases of intent.

1.7 The Customer and ICA are duty bound to maintain strict confidence about knowledge and information of technical and non-technical nature obtained from the other contracting party as part of preparing and executing each contract; this information shall be treated confidentially with suitable care consistent with commercial procedures, at least handled and cared for confidentially with the same care as for the party's own sensitive information. Without the consent of the other party, such information must not be disclosed or made accessible to third parties.

1.8 Drawings, illustrations, dimensions, weights or other performance data are binding only if they have been expressly agreed as such in writing.

Technical data and descriptions in the product information are not tantamount to assurance and/or guarantee of specific characteristics. A guarantee requires an express written confirmation.

Alterations to the performance due from ICA remain reserved if reasonable for the Customer.

1.9 If the Customer does not meet its cooperation duties or provide its agreed supplies to render the performance due from ICA and/or if such is delayed culpably, ICA is entitled to invoice separately the additional expense arising from this.

2. Prices and terms of payment, offsetting

2.1 The prices are quoted on a non-binding basis ex works, excluding packaging, transport insurance, plus the respective valid value-added tax (FCA from the ICA manufacturing site in Dortmund consistent with INCOTERMS in the version valid when the contract was concluded).

2.2 If ICA has assumed the installation and nothing else has been agreed, the Customer bears not only the agreed remuneration, but also all necessary ancillary payments, such as travel costs, costs of transporting hand tools and personal luggage, as well as food/drink payments.

2.3 ICA charges packaging separately and this remains with the Customer if there is no statutory duty for ICA to take back the packaging.

2.4 In terms of shipping, ICA chooses the appropriate transport option consistent with the presumed interests of the Customer if the Customer has not expressly issued written specific instructions for transport on a timely basis. The Customer shall bear the additional costs arising from choosing a different transport option from ICA's choice.

2.5 All payments shall be credited to the account stated by ICA in the invoice or order confirmation without deduction of costs and fees. If no other regulations have been agreed, payments shall be rendered within 30 days of invoicing.

ICA is entitled to credit payments initially to a Customer's older debts despite Customer provisions to the contrary. Where costs and interest have already been incurred, ICA shall be entitled to set off the payment first against costs, then against interest and finally against the principal obligation. Payment shall not be deemed effected until ICA is able to dispose of the amount.

2.6 In the event of larger orders, as well as if a Customer has non-clarified creditworthiness or its creditworthiness appears to be low, ICA reserves the right to demand appropriate downpayment or other security from the Customer. This may also take place following contractual conclusion if

creditworthiness has deteriorated compared to the time of contractual conclusion. If the Customer does not meet its payment obligations, particularly if a cheque cannot be cashed or if it terminates its payments, or if ICA becomes aware of other circumstances calling into question the Customer's creditworthiness, ICA is entitled to denote the entire remaining debt as 'due' even if ICA has accepted cheques. In this event, ICA shall furthermore be entitled to demand advance payment or the provision of a security.

2.7 If the agreed delivery and performance date is more than 3 months after contract conclusion or if the delivery and/or performance cannot be rendered until later than 3 months following contractual conclusion for reasons for which ICA is not culpable, the parties are duty bound to negotiate an appropriate adjustment to the agreed price and to reach agreement if costs have increased after conclusion of a contract in terms of individual cost factors on which the calculation is based, if these increases have a significant effect on the deliveries and/or performance to be rendered and they had not arisen at the time of contractual conclusion or were not to be expected to this extent.

2.8 In principle, the Customer may only set off such demands that are not contested or have been legally established.

2.9 If the Customer is in payment arrears, ICA may demand dunning fees, irrespective of further claims against the Customer, totalling

5% of the order value, at least € 50, up to € 250 per dunning notice.

2.10 If the Customer withdraws from an order that has been placed, ICA may demand 20% of the sales price for the costs that have arisen from processing the order and lost profit, irrespective of the possibility of asserting a greater loss. The Customer is expressly permitted to render evidence that a loss has not arisen or that it is less than asserted. The expenditure that has arisen with ICA shall be remunerated in full.

3. Retention of title

3.1 The objects to be delivered (reserved goods) remain the property of ICA until all claims held by ICA towards the Customer from the business relationship or in the direct context thereof are fulfilled. If the value of all security rights to which ICA is entitled exceed the secured claims by more than 20%, ICA will release an associated proportion of the security rights at the Customer's request. ICA is entitled to choose between releasing different security rights. In asserting security rights, particularly releasing a security claim, this is not tantamount to withdrawing from a contract if ICA does not expressly declare this.

3.2 For the duration that the reservation of title is in place, the Customer must not carry out pledging or transfer as security. If the reserved goods are brought abroad, those security rights are deemed agreed as possible according to each dispositive national law and coming as close as possible to the security

rights described in this point 3 in terms of their effects.

3.3 In the event of attachments, seizure or other disposals or interventions by third parties, the Customer shall inform ICA immediately and provide all information required by ICA to assert its rights. The Customer is duty bound to support ICA in asserting its rights and/or defending such.

3.4 If the Customer violates a duty, ICA may set an appropriate deadline to perform such; if such a deadline elapses unsuccessfully, ICA is entitled to withdraw from the order and recoup the reserved goods; the statutory provisions on the dispensable nature of setting a deadline remain unaffected. The Customer is duty bound to release.

4. Deadlines for deliveries; default

4.1 The dates and deadlines stated by ICA are non-binding if nothing else is expressly agreed in writing. For service and development orders, written deadlines shall always be seen as non-binding and as estimates.

Adherence to binding deadlines for deliveries requires not only an express written agreement, but also the timely receipt of all documents to be supplied by the Customer, as well as other information required to execute the contract and/or simplifying the contract, required approvals and releases, particularly of plans, as well as the adherence to agreed payment conditions and other obligations, e.g. supply by the Customer. If these conditions are not fulfilled on time, the

deadlines valid for ICA are extended appropriately; this applies even if other circumstances for which ICA is not culpable disturb or delay the rendering of performance.

If the delivery is delayed for reasons for which the Customer is culpable and the agreed delivery date thus exceeded, the agreed delivery date is nonetheless deemed met. In this case, ICA is entitled to invoice to the Customer additional expenditure proven to have arisen.

4.2 If non-adherence to delivery dates can be traced back to

4.2.1 force majeure, e.g. mobilisation, war, unrest, or other similar unusual events unforeseen by the parties at the time of order placement, e.g. strikes, lock outs, epidemics, pandemics (even if such had already arisen or were foreseeable at the time of contractual conclusion);

4.2.2 virus and other third-party attacks on an ICA IT system or attacks on a third party of which ICA avails itself for IT systems and/or services if such attacks were successful despite adherence to usual care as part of protective measures,

4.2.3 impairments due to German or other applicable national, EU or international regulations of foreign trade law or based on other circumstances for which ICA is not culpable.

4.2.4 delivery to ICA not being rendered on time or properly if ICA can demonstrate that it chose its supplier properly and issued the associated sub-order properly, particularly on time, the delivery deadlines are appropriately delayed taking into account a necessary re-start time. If one of the aforementioned circumstances lasts for more than three months without interruption and this means that the performance rendering due from ICA is not possible, both ICA and the Customer may withdraw from the contract.

4.3 If ICA delays fulfilment, the Customer may demand blanket compensation of 0.5% for each complete week of delay, however totalling a maximum of 5% of the price for the proportion of the deliveries that cannot be used pertinently due to the delay; the Customer must hereby demonstrate that it has sustained a loss from the delay. Upon request by ICA, the Customer shall declare within an appropriate period whether it wants to withdraw from the contract due to the delay or whether it wants to continue to demand fulfilment.

4.4 Both compensation claims on the part of the Customer as well as compensation claims in lieu of performance above and beyond the limits set out in point 4.3 are ruled out in cases of delayed delivery, even following expiry of a deadline for delivery set by ICA. This does not apply in cases of intent, gross negligence or due to injury to life, body or health where there is liability and upon violation of contractual main duties (as defined in the following point 12.2.7). In the event of negligence, ICA's compensation liability is

limited to the typically arising loss foreseeable when the contract was concluded. Irrespective of contractual regulations in these T+Cs or other agreements as part of statutory provisions, the Customer may withdraw from the contract only if ICA is culpable for the delay to the delivery. The above regulations do not involve an inversion of the burden of proof to the detriment of the Customer. This does not alter the foundation and level of any compulsory statutory liability (e.g. pursuant to the Product Liability Act).

If the Customer enters acceptance arrears, ICA is entitled to demand reimbursement of the loss that has arisen; with the onset of the acceptance arrears, the risk of coincidental deterioration and coincidental loss is transferred to the Customer.

5. Transfer of risk

In principle, the transfer of risk takes place consistent with each agreed delivery clause. If a delivery clause is not agreed specifically, the "FCA" delivery clause of Incoterms applies in its dispositive version at the time of contractual conclusion.

5.1 If deliveries and partial deliveries are handed over for shipping or have been collected, the risk is transferred to the Customer even for any free-of-charge deliveries if no deviating clause (e.g. INCOTERM clause) has been agreed. The same applies if ICA has informed the Customer that the goods are ready for shipping, but the Customer has not collected them immediately.

5.2 If the Customer places the order for such, ICA can insure shipments against transport damage as well as other insurable risks at the cost of the Customer.

5.3 If the dispatch or delivery is delayed due to reasons for which the Customer is culpable or the Customer for other reasons enters acceptance arrears, the risk is transferred to the Customer at the time it would have transferred if the event that caused the delay had not arisen or if the Customer had not entered acceptance arrears and ICA is entitled to demand reimbursement of the proven loss incurred by the delay.

5.4 If installation has been agreed in writing with the Customer, the risk is transferred right at the time of delivery or partial delivery.

6. Installation

6.1 In the event of delivery with installation agreed in writing, the Customer shall render all necessary conditions on time and at its own cost, inter alia in terms of construction work, supply with electricity, cabling and other work from outside of the industry. The Customer shall provide necessary assisting staff, if required, and create all organisational and other conditions so that ICA can carry out installation swiftly. The Customer shall implement measures in the set-up location to protect ICA property and staff consistent with valid occupational safety provisions.

6.2 If installation is delayed by circumstances for which ICA is not culpable, the Customer bears the additional costs incurred for waiting time and additionally any required journeys by ICA staff.

6.3 ICA is not liable for the work of its employees or vicarious agents if this work is not related to the order object or if this has not been initiated by the Customer.

7. Defects in quality

For defects in quality, ICA is liable as follows:

7.1 Defect claims on the part of the Customer require that it has properly met its inspection and complaint duties pursuant to Section 377 German Commercial Code. The Customer shall place complaints in writing and do so immediately. Only the Customer shall be entitled to assert claims for faults, and the latter must not be assigned.

7.2 At the choice of ICA, all those parts or performances shall be rectified free of charge, newly supplied or newly rendered if they exhibit defects in quality within the warranty term and without reflecting the operating duration if the defect or its cause was already present upon the transfer of risk ("supplementary performance").

7.3 If the Customer asserts rights due to faults, the rights are subject to a limitation

period of 12 months starting from the start of the statutory limitation period. This shall not

apply in cases of injury to life, body or health, in the event of an intentional or grossly negligent breach of duty or a slightly negligent breach of main contractual obligations on the part of ICA, in the event of fraudulent concealment of a defect and insofar as the law prescribes longer periods and in the event of non-compliance with a functional or quality guarantee. The statutory provisions on suspension of expiry, suspension and recommencement of deadlines shall remain unaffected.

7.4 In the event of fault complaints, Customer payments may be retained to a scope appropriately consistent with the material faults that have arisen. The Customer may retain payments only if following orderly and immediate goods inward inspection a sufficiently precise fault complaint is asserted, about which no sensible doubt can be cast on the legitimacy of such. The Customer does not have a right of retention if its fault claims have exceeded the limitation period. If the fault complaint is unjustified, ICA is entitled to invoice to the Customer expenditure that arose by investigating the complaint and potential fault rectification attempts (including transport costs).

7.5 The Customer shall grant to ICA the necessary time and opportunity to rectify the fault; if the Customer refuses such, ICA is exempt from its fault liability. If following an appropriate period supplementary

performance is unsuccessful, the Customer may demand a reduction in payment or cancellation of the contract, at its choosing, irrespective of any compensation claims pursuant to the following point 7.8. Supplementary performance is not deemed to have failed until it was attempted on at least three occasions and a further attempt is unreasonable for the Customer. ICA bears the expenditure of the supplementary performance to the level of the purchase price.

7.6 There are no fault claims for insignificant deviation from the agreed composition, for only insignificant impairment to the usability, for natural wear or damage, after the transfer of risk for erroneous or negligent handling, improper maintenance, extreme stress, unsuitable resources, faulty construction work or in the event of particular external influences not envisaged by the contract, as well as for unreproducible software errors unless ICA is culpable for such circumstances. If the Customer or third parties carry out unprofessional alterations or maintenance work, or for this purpose or to replace wearing parts use(s) parts not supplied by ICA or released by such, there are likewise no fault and fault consequence claims for the above and consequences of the above.

7.7 Customer claims for necessary expenditure for the purpose of supplementary performance, particularly transport, travel, work and material costs, are excluded if the expenditure increases because the object of the delivery subsequently has

been brought to a different location than the set-up/use location agreed between the parties. In all cases, ICA may demand the return of the faulty delivery object.

7.8 Customer compensation claims due to a material fault are excluded. This does not apply if a fault is maliciously not disclosed, if a composition guarantee is not met, for injury to life, body or health, for an intentional or grossly negligent violation of duty by ICA, in the event of slightly negligent violation of fundamental contractual duties (as defined in point 12.2.7), as well as due to compulsory liability due to a statutory provision (e.g. according to the Product Liability Act). In the event of negligence, compensation liability is limited to the foreseeable, typically arising damage at the time that the contract was concluded if there is no compulsory statutory liability with greater reimbursement obligation, even if fundamental contractual duties are violated.

The above regulations do not involve an inversion of the burden of proof to the detriment of the Customer. Customer claims for a material defect above and beyond this or apart from those laid down in Section 7 are excluded.

8. Commercial property rights and copyrights; legal defects

8.1 If nothing else is agreed, ICA is duty bound to render the delivery within the Federal Republic of Germany free from commercial property rights and third-party copyrights (hereinafter: "property rights"). If a third party files justified claims against the Customer due to violation of property rights by deliveries rendered by ICA and used consistent with the contract, ICA is liable towards the Customer within the deadline determined in point 7.2

(whereat a longer deadline due to compulsory legal provisions remains unaffected) as follows:

8.1.1 In the event of the accusation of violating third-party property rights, ICA will at its own choosing and cost either effect a right of use for the relevant deliveries or alter such so that the property right is not violated, or replace the deliveries. If ICA is unable to do so, the Customer is entitled to the statutory rights of withdrawal or price reduction.

8.1.2 The duty on the part of ICA to render compensation is based on point 12.

8.1.3 The obligations on the part of ICA exist only if the Customer informs ICA immediately in writing of the claims asserted by the third party, does not recognise the violation, cedes to ICA all defensive measures and settlement negotiations and supports ICA with such. If the Customer terminates using the delivery

for damage-limitation reasons or other important reasons, the Customer is duty bound to inform the third party that the termination of use is not recognition of a property right violation.

8.2 Customer claims are excluded if the Customer is culpable for the property right violation or sensibly could have avoided such.

8.3 Customer claims are moreover excluded if the property right violation is caused by special Customer specifications, an application that ICA cannot sensibly foresee, or is caused by the delivery being altered by the Customer or deployed together with products not delivered by ICA.

8.4 In the event of property rights violations, the Customer claims governed by point 8.1.1 are also subject to the provisions of point 7.4 and 7.8 mutatis mutandis.

8.5 If there are other legal defects, the provisions of the above point 7 apply mutatis mutandis.

8.6 Claims by the Customer against ICA and its statutory representatives and vicarious agents above and beyond this or those other than laid down in point 8 are excluded.

9. Rights of use

9.1 The Customer is granted a simple right of use to the delivered software unrestricted by time. The Customer must not copy the software – except for a back-up copy for its own purposes – and must not cede the software for others to use unless something else has been agreed in writing. If the rights of use have been violated, the Customer shall reimburse ICA with the entire loss demonstrated to have arisen.

9.2 The Customer is duty bound to perform a complete function test on patches, hotfixes, updates and upgrades it is provided with by ICA. The Customer is duty bound to document the test procedure suitably. The function test must be completed successfully before the Customer uses the patches, hotfixes, updates and upgrades in real operations. The Customer is duty bound to perform step-by-step migration to minimise risk.

10. Reservation of fulfilment

10.1 Contractual fulfilment is under the reservation that no impairments inhibit such based on German and other applicable national, EU or international regulations in export law, as well as no embargoes or other sanctions.

10.2 The Customer is duty bound to produce all information and documents required for export, transport and import respectively.

11. Impossibility; contractual adjustment

11.1 If the delivery is impossible or becomes so, the Customer is entitled to demand compensation unless ICA is not culpable for the impossibility. The Customer's compensation claim is restricted to 10% of the value, however no more than € 25,000 of that part of the delivery that cannot be put into operation expediently. This restriction does not apply if there is compulsory liability due to injury to life, body or health, cases of intent, gross negligence or violation of main contractual duties (as defined in the following point 12.2.7); this does not involve the inversion of the burden of proof to the detriment of the Customer. The right of the Customer to withdraw from the contract remains unaffected.

11.2 If unforeseen or extraordinary events according to points 4.2.1 to 4.2.4 significantly alter the economic importance or content of the delivery, or influence ICA operations significantly, the contract is adjusted appropriately in good faith. If this is economically not reasonable for ICA and/or the Customer, ICA and/or the Customer is/are entitled to withdraw from the contract. If ICA and/or the Customer wants to avail itself of this right of withdrawal, the relevant party when obtaining knowledge of the importance

of the event shall inform the other party immediately, even if an extension to the delivery time had initially been agreed.

12. Other compensation claims

12.1 Unless otherwise provided for in these T+Cs, the Customer has no compensation claims irrespective of the legal reason. The foregoing includes in particular compensation claims resulting from the violation of precontractual and other duties and claims based upon tort.

12.2 This does not apply if liability is based on:

12.2.1 the German Product Liability Act and/or other compulsory legal provisions,

12.2.2 intent,

12.2.3 gross negligence on the part of the owners, legal representatives or executives,

12.2.4 malice,

12.2.5 failure to comply with a granted guarantee,

12.2.6 negligent injury to life, limb or health, or

12.2.7 negligent breach of fundamental obligations of contract; fundamental

obligations of contract in general are obligations the compliance with which is a precondition for the proper performance of the contract and obligations upon which performance the Customer may, from a neutral perspective, rely, and in fact has relied.

12.3 However, compensation claims arising from a breach of a fundamental obligation of contract as well as for gross negligent violation of non-fundamental obligations shall be limited to the foreseeable losses intrinsic to the contract, provided that none

other of the above cases of compulsory liability applies. The liability for subsequent losses, particularly for production downtime and lost profit, is excluded in all cases, except for intent, gross negligent violation of non-fundamental contractual duties, compulsory statutory liability, as part of violation of main contractual duties (as defined above in point 12.2.7) or compulsory liability due to injury to life, body or health.

12.4 The compensation exclusion pursuant to point 12.1 applies even if the Customer in lieu of a claim demands reimbursement of its loss instead of the performance or additionally to the reimbursement of the fruitless expenditure it has incurred.

12.5 ICA is not liable for restoring data or programs if it has not intentionally or by gross negligence caused their loss.

12.6 The above regulations do not involve an inversion of the burden of proof to the detriment of the Customer.

12.7 If ICA's compensation liability is excluded or restricted, this applies also in terms of the personal liability of ICA employees, workers, colleagues, representatives and vicarious agents.

12.8 In all cases, the Customer's compensation claim – except for cases of intent or compulsory statutory liability – is restricted so that it must be in an appropriate relationship to the order value and the usually applicable insurance coverage.

13 Export

13.1 All deliveries and performances are delivered by ICA under adherence to the currently valid German AWG / German AWW / EC Dual Use Directives as well as US export provisions; they are intended for use and to remain in the delivery country agreed with the principal.

13.2 For cross-border deliveries or performance, the Customer bears the incurring customs payments, fees and other dues if nothing else is laid down in the individual contract.

13.3 If the Customer intends to export / re-export the products, it is duty bound to obtain the approvals required for such, particularly from the pertinent export authority, before

exporting the products. The Customer will research at its own initiative the respective valid provisions and directives and process the export / re-export under its own responsibility. In this regard, ICA has no duty of disclosure, advice or cooperation.

13.4 If the Customer violates valid statutory provisions for export / re-export or import into a different country and ICA is therefore subject to legal action by the exporting or importing country or transit country due to the local statutory provisions, the Customer undertakes to exempt ICA from all financial obligations arising in this regard; furthermore, the Customer is duty bound to reimburse ICA with all losses arising from the export / re-export or import that took place contrary to provisions.

14. Miscellaneous and data protection

14.1 The sole place of jurisdiction for all disputes arising from the contractual relationship directly or indirectly is the ICA head office. However, ICA is also entitled to take legal action at the head office of the Customer or a court with local responsibility

for the location of ICA-delivered products forming the object of the lawsuit or in the context thereof.

14.2 These regulations including their interpretation are subject to German law. If the conditions are met for it to be invoked (i.e. for cross-border contracts), the United Nations Convention on Contracts for the

International Sale of Goods (CISG) applies primarily.

14.3 The data protection provisions of ICA Traffic GmbH apply. This can be viewed at <https://ica.de/datenschutz-traffic/>

14.4 Even if individual provisions are legally ineffective or inoperable, the remaining provisions and the contract as such remain binding. In such a case, the ineffective or unenforceable provision is replaced by an effective and operable regulations whose legal and economic effects come as close as possible to what the parties wanted to effect and/or achieve with the ineffective or inoperable provision. This does not apply if in such a case maintaining the contract would represent an unreasonable burden for one party.

These T+Cs apply for all contracts concluded as of 13th May 2022 and supersede all older regulations.