

General Terms and Conditions (GTC) of ROSI TECHNOLOGY GMBH

1. Scope of application

These General Terms and Conditions (GTC) shall apply to all contracts between ROSI TECHNOLOGY GMBH (hereinafter referred to as the "Supplier") and business customers (hereinafter referred to as the "Customer") with regard to the sale of goods and the provision of software services in the B2B sector.

- 1.2 Deviating terms and conditions of the Customer shall only apply if they have been confirmed in writing by the Provider.
- 1.3 These GTC apply both to one-off orders and to long-term business relationships between the parties.
- 1.4 Amendments to these GTC shall be communicated to the customer in text form and shall be deemed accepted if the customer does not object to them within 14 days

2 Conclusion of contract

- 2.1 A contract is concluded through an order by the customer and acceptance by the provider. Acceptance may be made in writing or by actual performance.
- 2.2 The Provider reserves the right to refuse orders without giving reasons.
- 2.3 Offers made by the Provider are subject to change and non-binding, unless expressly agreed otherwise.
- 2.4 Verbal collateral agreements require written confirmation.

3. Prices, terms of payment and invoicing

- 3.1 All prices quoted are net, plus the applicable statutory value added tax.
- 3.2 The customer shall receive the invoice exclusively in digital form by e-mail to the billing address provided.
- 3.3 Payment shall be made exclusively by invoice. Other payment methods are not accepted.
- 3.4 The invoice amount must be paid in full within 30 days of receipt of the invoice.
- 3.5 In the event of late payment, the statutory provisions shall apply. The Provider is entitled to charge interest on arrears at a rate of 9 percentage points above the respective base interest rate.
- 3.6 The Customer shall not be entitled to offset claims of the Provider against its own claims or to assert a right of retention unless the counterclaim is undisputed or has been legally established.

4. Terms of delivery and transfer of risk

- 4.1 The delivery time is 30 days from conclusion of the contract, unless otherwise agreed.
- 4.2 Delivery shall be at the expense and risk of the customer. The Provider accepts no liability for delays caused by force majeure or unforeseeable events.
- 4.3 The Provider is entitled to make partial deliveries.
- 4.4 The risk of accidental loss or deterioration of the goods shall pass to the Customer upon handover to the transportation service provider.

5 Warranty and liability

- 5.1 The Provider warrants that the goods and services supplied comply with the agreed specifications.
- 5.2 Defects must be reported by the customer in writing immediately upon receipt of the goods or services.
- 5.3 The provider has the right to subsequent performance by repair or replacement. A defect shall only be deemed to have been rectified once the provider has carried out a rectification and the result corresponds to the agreed specifications.
- 5.4 The customer shall only be entitled to further statutory warranty claims after at least two failed attempts at rectification.

5.5 Claims for damages against the provider are excluded, unless they are based on intent or gross negligence.

5.6 Liability for indirect damages, in particular loss of profit or loss of production, is excluded.

6. Reservation of title

- 6.1 The delivered goods remain the property of the provider until full payment has been made.
- 6.2 The customer is obliged to treat the goods with care until full payment has been made and to inform the provider immediately in the event of access by third parties.

7. Data protection

- 7.1 The Provider processes the Customer's personal data exclusively in accordance with the applicable data protection regulations.
- 7.2 The provider's privacy policy regulates further details on the processing of personal data.

8. Force majeure

- 8.1 Events of force majeure that prevent or significantly impede the fulfillment of the contract shall entitle the Provider to postpone the fulfillment of the contract for the duration of the disruption or to withdraw from the contract.
- 8.2 Force majeure includes in particular natural disasters, strikes, official measures and operational disruptions that are beyond the control of the provider.

9. Rights of use of results

- 9.1 All results that are created, developed or provided by ROSI TECHNOLOGY GMBH as part of the provision of software services or the delivery of goods shall remain the unrestricted right of use of the provider.
- 9.2 The customer shall only receive a non-exclusive, non-transferable license to use the delivered results for its own purposes, unless expressly agreed otherwise.
- 9.3 Any disclosure, publication, processing or other use of the results by the Client or third parties requires the written consent of the Provider.
- 9.4 The Provider is entitled to reuse, reproduce, modify or use the developed results for other customer projects without restriction.

10 Applicable law and place of jurisdiction

- 10.1 All business relations between ROSI TECHNOLOGY GMBH and the customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 10.2 The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC and the contracts concluded between the parties shall be Stuttgart, Germany.

11. Final provisions

- 11.1 Amendments and supplements to these GTC must be made in writing.

12. Severability clause

- 12.1 Should any provision of these GTC be or become invalid, void or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.
- 12.2 The parties undertake to replace the invalid, void or unenforceable provision with a legally permissible provision that comes closest to the economic purpose of the original provision.
- 12.3 The same shall apply to loopholes in these GTC.