

General Terms and Conditions of Sale, Delivery and Lease

RIEDEL Communications GmbH & Co. KG

§ 1 Scope

(1) These Terms and Conditions of Sale, Delivery and Lease (hereinafter „Terms and Conditions“) apply – with the exception of purchase of deliveries and services – for any legal transaction with RIEDEL Communications GmbH & Co. KG, Uellendahler Straße 353, 42109 Wuppertal, Germany (hereinafter “RIEDEL”) exclusively.

(2) Differing provisions of the contractual partner (hereinafter “Customer”) or his general conditions and terms shall not apply, except if explicitly agreed upon in writing. This requirement of consent also applies, for example, if RIEDEL carries out the delivery or service without any reservation.

§ 2 Conclusion of a Contract

(1) All offers from RIEDEL are subject to change and non-binding. A contract is only concluded if and when RIEDEL confirms the Customer’s binding request / offer in writing. The scope and due date of delivery are only bindingly determined by RIEDEL’s written order confirmation.

(2) Drawings, dimensions, weights and other performance data stated in brochures or any other information provided to the Customer are only binding if explicitly agreed in writing. Such specifications are no warranty of features, not even if they are standard specifications such as the DIN standard.

§ 3 Prices, Payment Terms

(1) Unless otherwise stipulated in the order confirmation, the prices specified within the order confirmation are valid as per current price list of RIEDEL plus value added tax at the applicable statutory rate, any other possible taxes (withholding tax etc.), customs or any other applicable fees, and costs for packaging and freight. These costs, charges, taxes, customs and other duties shall be borne by the Customer.

(2) Customer agrees to indemnify and hold RIEDEL harmless against any and all administrative instructions by any State or jurisdiction where Customer performs his activities, as well as any judgment holding the Customer liable for withholding taxes on its payments. The Customer will indemnify RIEDEL against the full amount of the withholding taxes as well as any associated penalties or interest.

(3) Deliveries and services are subject to the precondition that there are no obstacles due to national or international regulations, in particular export control regulations as well as embargoes or other sanctions (cf. § 8).

(4) Any information provided by RIEDEL in an offer respectively the order confirmation regarding expenses for personnel and material depend on the timeline specified in the offer or order confirmation, respectively. The Customer is aware that any changes to the timeline may lead to an adaptation of personnel and material costs.

(5) The daily rate for personnel covers a maximum of 10 working hours, including any travel and break times. Overtime hours are billed separately.

(6) If the delivery time specified by RIEDEL in the offer may only be met by way of express delivery due to delayed commissioning by the Customer, any additional costs arising for such express delivery shall be borne by the Customer. The same applies if RIEDEL is only able to meet the agreed delivery time by way of express delivery due to unforeseen or inevitable difficulties, such as powers of nature, or strikes. Such additional costs will be billed separately.

(7) RIEDEL reserves the right to adjust prices to a reasonable extent in the event of cost reductions or cost increases occurring following conclusion of the contract, in particular as a result of tariff agreements or increase in material prices. Evidence of changed costs shall be provided to Customer upon request.

(8) The placing of orders is binding. If RIEDEL agrees as a gesture of goodwill to take back partial quantities of unused and originally packaged products ordered by the customer in excess, RIEDEL shall be entitled to a re-stocking fee of 15 percent of the list price.

(9) The price is due and payable net within 10 days from the date of the invoice. However, RIEDEL shall be entitled at any time, even within the framework of an ongoing business relationship, to execute a delivery or service in whole or in part only against advance payment.

(10) In the event Customer exceeds the due date for payment, interest in the amount of 9 percentage points above the respective base interest rate p.a. shall accrue. RIEDEL reserves all rights to claim further damages for delay as well as a lump sum compensation for collecting delayed payments in the amount of 40,00 EUR.

(11) Customer shall be entitled to offset only insofar as the Customer’s counterclaim is undisputed or assessed in a legally binding judgment and if such claim is based on the same transaction.

§ 4 Date of Delivery, Sub-Contractors

(1) The date of delivery is non-binding for RIEDEL, unless otherwise explicitly stipulated as fixed date in the order confirmation.

(2) Delivery is conditioned upon timely and proper performance of all duties of the Customer and upon clarification of all technical questions.

(3) RIEDEL is authorized to employ subcontractors to provide its services.

§ 5 Passing of Risk

(1) Unless otherwise stipulated in the order confirmation, delivery of goods shall be performed FCA Wuppertal (INCOTERMS 2000).

(2) Besides, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon handover at the latest. In the case of a sale by delivery, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the freight forwarder, carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. The handover shall be deemed to have taken place if the Customer is in default of acceptance.

(3) If the Customer is in default of acceptance, fails to cooperate or if the delivery is delayed by RIEDEL for other reasons caused by Customer, RIEDEL shall be entitled to demand compensation for the resulting damage, including additional expenses (e. g. storage costs).

§ 6 Retention of Title

(1) RIEDEL retains title until all present and future payments arising from the purchase contract and current business relationship (secured claims) with the Customer have been settled.

(2) Customer is obliged to handle the goods with due care. Customer has to insure all goods against fire and water damages as well as theft on his own expense.

(3) Customer shall immediately inform RIEDEL in writing if the goods become subject of distraint or any other encumbrances of third parties. In this event, RIEDEL is entitled to immediately claim repossession of the goods.

(4) Customer shall be authorized until further notice to resell goods in course of his regular business. In case of conclusion of a contract with a third party the Customer hereby assigns all claims arising out of such resale in the sum of the final invoice amount (including value-added tax). RIEDEL hereby accepts such assignment. Notwithstanding RIEDEL’s right to claim direct payment, Customer shall be entitled to receive the payment on the assigned claims. RIEDEL agrees not to demand payment on the assigned claims to the extent the Customer complies with all his obligations for payment.

(5) RIEDEL undertakes to release securities upon Customer’s request insofar as the securities exceed the security claim by more than 10 %.

§ 7 Warranty (In case of sale)

(1) In case of material defects RIEDEL will, at RIEDEL’s sole discretion, remedy the defects or deliver a conforming good.

(2) In case RIEDEL and Customer agreed upon an additional Service Level Agreement (SLA), all provisions therein are considered to be specific regarding the supplementary performance (the SLA shall not exclude secondary claims such as compensation for damages).

(3) The warranty period for goods in mint condition is two years starting from the day of delivery, for wear parts (e.g. with battery components) one year.

In case of used goods, the warranty granted by RIEDEL from the date of delivery of the goods depends on the age of the equipment:

(3.1) Device age 1-2 years: 2 years warranty;

(3.2) Device age 2-4 years: 1 year warranty;

(3.3) Device age 5 years or older: no warranty.

(4) The customer’s claims for defects are subject to the Customer having complied with his statutory inspection and notification obligations (§§ 377, 381 HGB). If a defect becomes apparent during delivery, inspection or at any time thereafter, RIEDEL must be notified immediately in writing. In any case, obvious defects must be reported in writing within 2 working days of delivery and defects not visible during the inspection within the same period of time after discovery. If the Customer fails to properly inspect the goods and/or report defects, RIEDEL’s liability for defects not reported, not reported in time or not reported properly is excluded in accordance with the statutory provisions.

(5) The warranty is void in case Customer opens or alters the product without prior written consent of Riedel.

§ 8 Export

(1) The Customer is responsible for ensuring that any required import, export and freight licences etc. are available. Accordingly, the Customer undertakes to provide all information, documents, approvals and certificates required for export, import or shipment without delay at his own expense.

(2) If there are delays in the provision of services due to the aforementioned procedures and measures (approval,

examination or information procedures, etc.), the deadlines and delivery dates shall be postponed accordingly, unless RIEDEL is solely responsible for this delay.

(3) If parts of the service should then become legally impossible, the contract shall be considered as not concluded in this respect. The remaining part shall continue to exist, unless the Customer proves that the remaining part is no longer of interest to him. The Customer has no claims or rights due to a delay or because of a complete or partial cancellation of the contract.

(4) RIEDEL shall be released from its performance obligations if any legally binding notices, directives or statutory or other public law provisions oppose the fulfilment. This applies in particular for export control, import control and embargo or quota regulations as well as foreign exchange restrictions. The same applies for agents and suppliers if employed by RIEDEL.

§ 9 Liability

(1) In case of damages to life, body or health as well as damages under the terms of the German Product Liability Act RIEDEL shall be liable according to statutory law.

(2) For any other damages in case of breach of any contractual obligations RIEDEL shall be liable as provided below:

(2.1) In case of fraudulent intent, intent or gross negligence of RIEDEL’s legal representatives or executive employees, RIEDEL shall be liable according to statutory law.

(2.2) In case of damages caused by negligent breach of fundamental contractual obligations (1. alternative) as well as for damages caused by intent or gross negligence of RIEDEL’s vicarious agents without breach of fundamental contractual obligations (2. alternative) RIEDEL’s liability shall be limited to the typical damage. Fundamental contractual obligations are duties being a prerequisite for enabling the proper fulfilment of the contract. All other liability for slight negligence shall be excluded.

(2.3) RIEDEL shall not be liable for any loss of profit, indirect damages, consequential damages and any other possible claims of third parties, e.g. in case of a breakdown of data lines.

(2.4) RIEDEL shall not be liable for damages or delays of the delivery of the goods which have been exposed to an export to a country outside of Germany (so-called export control risk) unless the Customer can prove that the damage cannot be related to the import-related official measures and RIEDEL is to be held responsible for it.

(3) For any other damages not due to a breach of contractual obligations, RIEDEL’s liability shall be limited to damages caused by intent or gross negligence of RIEDEL’s legal representatives or executive employees.

(4) RIEDEL shall not be liable for claims for damages in connection with the purchase of used goods - irrespective of their legal basis - unless RIEDEL, its legal representative or agent have grossly negligently or intentionally violated their obligations.

(5) Any liability not expressly provided for above shall be disclaimed.

§ 10 Force Majeure

(1) RIEDEL shall be relieved from its contractual obligations in cases of force majeure. Force majeure applies in particular, but not limited to, in cases of war, flood, natural catastrophes, pandemics/epidemics as well as in any other cases where incidents are beyond control of RIEDEL, e.g. water ingress, power blackout and disconnection or destruction of data-carrying conductions.

(2) In the event of force majeure, the provisions of § 17 of these General Terms and Conditions shall apply in all other respects (unless otherwise specified in the order confirmation).

§ 11 Modification of material contractual circumstances

(1) RIEDEL shall have the unilateral right to terminate the agreement with the Customer if a change in the applicable laws, e.g. resulting from the withdrawal of the United Kingdom from the European Union, “Brexit”, leads to a fundamental change in the contractual circumstances. Fundamental changes shall include, but are not limited to circumstances:

(1.1) where the contractually obliged provision or receipt of services is rendered impossible;

(1.2) where the continuation of the contract would place a substantial and significant financial burden on RIEDEL. A substantial and significant burden is generally inferred when the contractual costs increases by at least 10 percent;

(1.3) where the performance of the contract would be against the then applicable competition law.

(2) In any event, RIEDEL shall particularly be entitled to impose on the Customer all costs caused by the Customer as a result of the withdrawal of the United Kingdom from the European Union, in particular the costs of importing and exporting a delivery to the United Kingdom for the Customer.

§ 12 Jurisdiction, Applicable Law

General Terms and Conditions of Sale, Delivery and Lease

RIEDEL Communications GmbH & Co. KG

(1) Exclusive place of jurisdiction and place of performance is Wuppertal, unless otherwise stipulated in the order confirmation.

(2) The relationship between RIEDEL and Customer shall be governed by the laws of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), the Hague Uniform Laws on the Sale of Goods and the Vienna Convention on Contracts for the International Sale of Goods.

Special Provisions applicable to Leases and the Provision of Additional Services.

In addition to the Terms and Conditions provided for above the following provisions shall apply to the lease of equipment (hereinafter "Leased Equipment") and (when applicable) to the provision of additional services:

§ 13 Terms of Lease

RIEDEL reserves the right to provide the Customer with a functionally equivalent Lease Equipment instead of the ordered Lease Equipment.

§ 14 Careful Handling of Leased Equipment

(1) Customer shall treat the Leased Equipment diligently and carefully and shall retain the original case used for delivery of the Leased Equipment.

(2) Customer is only entitled to sublet or otherwise cede the Leased Equipment to any third party with the prior written consent of RIEDEL. Even if such consent has been obtained, the customer remains responsible for any fraudulent or negligent behavior of the third party when using the Leased Equipment.

(3) Repairs by Customer or his authorized representative regarding the Leased Equipment are only allowed upon prior written consent of RIEDEL.

(4) Customer shall not be allowed to carry out alterations of any kind to the Leased Equipment or to open it. In case of an alteration any costs for restoration to the original site shall be borne by the Customer.

§ 15 Device-Specific Provisions

(1) If the Leased Equipment is about radio equipment these radio sets will be delivered with pre-selected frequency unless otherwise agreed.

(2) Transfer and use of Leased Equipment abroad shall only be allowed upon RIEDEL's prior written consent.

(3) Fees and costs according to the fulfilment of governmental requirements shall be borne by Customer.

(4) Customer shall be responsible for all aspects of an event where the Leased Equipment is used and shall obtain all necessary official approvals if required.

§ 16 Term of Lease and Return of Leased Equipment

(1) The term of the contract is stipulated in the order confirmation.

(2) Either party may terminate the contract with immediate effect only for cause by way of written declaration to the respective other party. Good cause is given for RIEDEL in particular in case of repeatedly delayed payments by the Customer, if the Customer enters into insolvency proceedings or otherwise fails to fulfil his obligations under the contract despite having received a warning by RIEDEL.

(3) The Customer undertakes to return at his own expense the Leased Equipment cleaned, in original condition and in the original case in which the Leased Equipment was initially delivered, after the lease ends. The return is only possible during RIEDEL's business hours.

(4) If the Customer does not return the Leased Equipment upon the end of lease RIEDEL reserves the right to claim the stipulated or usual rent as loss-of-use indemnification for the duration of the delayed return.

(5) If the customer loses or breaks the Leased Equipment or for any other reason is not able to return it to RIEDEL upon the end of the lease, the applicable list price will be invoiced to the Customer.

§ 17 Legal consequences in case of withdrawal from the Agreement or termination prior to the start of the contract period due to impossibility, deterioration of the leased item or in case of contractual right to Cancellation

(1) In principle, the Customer shall bear the risk of the execution of the contract or the event planned by the Customer and of achieving the lease purpose planned by the Customer (with the exception of the services that RIEDEL must provide or is responsible for under the contract); this applies in particular to the services actually used as well as to external circumstances that could make the implementation of the contract difficult or even impossible (i. e. also in cases of force majeure).

(2) The Customer shall only be entitled to terminate or withdraw from the Lease Agreement if RIEDEL is at fault for this withdrawal (e. g. because the service is impossible or the leased item has deteriorated) or the possibility of withdrawal or termination ("Cancellation") has been agreed

in writing. Cancellation shall be precluded after commencement of the Lease Period.

(3) In case a right of cancellation (termination or withdrawal) has been agreed upon, the Customer shall pay the following lump sums (unless otherwise agreed upon in the order confirmation), whereby the Customer shall have the right to prove that RIEDEL has incurred no or less damage than the following lump sums. In the event of the contractually agreed right of termination or withdrawal, the price owed by the Customer for the calculation of the lump sums (in the absence of deviating provisions in the order confirmation) shall include all components of the order price such as lease price and services or work (e.g. for preparation of the leased item, configuration, installation, etc.) as well as any third-party services already contracted.

(3.1) Up to 3 months before the beginning of the lease period or provision of the services, the obligation to pay the lease price shall be waived, with the exception of costs and expenses incurred by RIEDEL up to this point in time.

(3.2) Between 3 months and one month before the beginning of the contract period, 50 percent of the originally agreed lease price must be paid.

(3.3) Between one month and 10 days before the beginning of the contract period, 80 percent of the originally agreed lease price must be paid.

(3.4) From 10 days before the beginning of the contract period, a (contractually agreed) withdrawal or termination by the customer is in any case precluded and the full price must be paid.

(4) RIEDEL shall make reasonable efforts to reduce the price to be paid by the Customer in the cases specified in section 17.3. Therefore, RIEDEL shall attempt, to the extent possible and reasonable, to terminate contracts with third parties and to use the goods/services already ordered or prepared or which can no longer be cancelled or be used for other events or other customers.

§ 18 Warranty (in case of Lease)

(1) If, at the beginning of the lease period, during an obligatory inspection or at any time thereafter, a defect in the leased property becomes apparent, RIEDEL must be notified immediately in writing. In any case, obvious defects must be reported in writing within 2 working days from the beginning of the lease period and defects not visible during the inspection within the same period from the time of discovery. If the Customer fails to properly inspect the goods and/or report defects, RIEDEL's liability for defects not reported, not reported in time or not reported properly is excluded in accordance with the statutory provisions.

(2) Warranty and liability for damages which were present at handover (Sec. 536a of the German Civil Code) shall be disclaimed unless RIEDEL acted deliberately or with gross negligence.

(3) Warranty period is one year starting from the end of the year when the entitlement was established and the Customer became aware of the circumstances justifying the claim or was able to acquire such knowledge without gross negligence.

§ 19 Additional Services (e.g. Provision of Personnel and Assembling)

(1) In case RIEDEL takes on additional services according to the order confirmation, e.g. the provision of personnel or assembling, RIEDEL shall only provide the services explicitly stipulated in the order confirmation.

(2) In case of assembling and setup, Customers must duly perform all preliminary works at the place of performance that are necessary for RIEDEL to fulfil its services without undue delay and under adequate working conditions. RIEDEL shall not be obliged to check equipment made available by Customer.

(3) If assembling, setup and start-up are delayed due to reasons beyond RIEDEL's control, Customer undertakes to bear any costs incurred according to the current price list of RIEDEL.

(4) RIEDEL shall provide its services with the diligence of a prudent businessman and according to the state-of-the-art. As a basic principle, contractual work services are not subject to the contract.

(5) Unless otherwise agreed, RIEDEL shall be free to appoint any individual to provide the required services. While choosing the personnel RIEDEL will reasonably take the Customer's interests into account.

§ 20 Data Protection

If the provision of additional services by RIEDEL is connected with the processing of personal data of Customer (e.g. in case of video surveillance on behalf of customer), the parties conclude the data processing agreement provided by RIEDEL for this purpose.

March 2020