

**General Terms and Conditions
of econ solutions GmbH, Landsberger Str. 314, 80687 Munich, Germany
Valid as of 1 January 2025**

I. Scope of General Terms and Conditions

1. Unless otherwise agreed, the purchase in commercial transactions of hardware and software ordered by the Customer and stated in the order confirmation issued by econ solutions GmbH (hereinafter also referred to as “econ hardware” and/or “econ software”) is governed by these General Terms and Conditions, as are any pre-contractual obligations on the part of econ solutions GmbH. The provision of services by econ solutions GmbH is exclusively governed by statutory requirements. Even if not explicitly contradicted by econ solutions GmbH, other terms and conditions applicable at the Customer do not constitute part of this contract.
2. Even if no further reference is made to these General Terms and Conditions when concluding further contracts of the same nature, these further contracts are governed exclusively by the General Terms and Conditions of econ solutions GmbH in the version available at www.econ-solutions.de at the time when the Customer places its order, unless the contractual partners reach written agreement to other effect.
3. Unless otherwise stipulated by these General Terms and Conditions, the sale and delivery of econ hardware and software is additionally governed by § 433 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

II. Conclusion of contract

1. Offers communicated by econ solutions GmbH are subject to alteration and non-binding unless designated in writing as binding. A legally binding purchase contract only takes effect upon econ solutions GmbH issuing a written order confirmation. econ solutions GmbH may request the Customer to provide written confirmation of oral declarations.
2. The Customer is bound for a four-week period by any declarations of intent issued concerning the conclusion of the contract.

III. Contractual object, scope of performance

1. The sole object of these Sales Terms is the sale and delivery of econ hardware and/or econ software and the granting of utilisation rights for econ software in accordance with Section V. econ solutions GmbH does not owe deliveries and services of other kinds (e.g. configuration and installation of econ software, familiarisation training and advisory services). If applicable, such deliveries and services are governed by separate contracts. The maintenance of econ software is additionally governed by the Maintenance Terms appended to these Sales Terms.

2. Before concluding the contract, the Customer must ensure that the specification of econ hardware and econ software meets its requirements. The Customer is aware of the principal functional characteristics and conditions of econ hardware and econ software.
3. The scope, nature and quality of deliveries and services provided by econ solutions GmbH are determined by these Sales Terms and the order confirmation issued by econ solutions GmbH and otherwise by the offer tendered by econ solutions GmbH. Any disclosures or requirements not contained therein only become part of this contract if agreed in writing by the contractual partners or confirmed in writing by econ solutions GmbH. Subsequent amendments to the scope of performance require written agreement or written confirmation by econ solutions GmbH.
4. Drawings, illustrations, measurements, weights and other data are only binding for the execution of orders if explicitly agreed in writing. Specimens always only count as approximate quality, viewing and colour samples.
5. The Customer is not entitled to request transfer of the source programme for econ software.
6. For econ peak (load management), econ delivers and launches operations with the system. econ performs initial parameterisation based on Customer stipulations and documents this in a protocol. econ solutions GmbH assumes no liability for power peak excesses arising due to Customer stipulations for initial parameterisation, system downtime or erroneous or obsolete firmware. This also applies to parameterisation measures executed at the request of the Customer subsequent to initial parameterisation, e.g. via remote maintenance. The Customer is responsible for reviewing the suitability of econ peak prior to deployment. In particular, the Customer is obliged to provide for potential risks resulting from deploying econ peak by implementing any additional safeguards (redundancies) potentially required to prevent unscheduled power peaks.

IV. Handover and installation

1. econ hardware and software is delivered to the Customer address stated in the order confirmation.
2. econ software is provided to the Customer on a data carrier together with the licence key.
3. The Customer is responsible for installing and launching operations with econ hardware and/or econ software.
4. The Customer may commission instructions and/or training on using econ software in return for separate remuneration.
5. The Customer may commission the installation and launch of operations with econ hardware in return for separate remuneration. To meet such request, econ may draw on the services of its subcontractors; the same applies for any efficiency consulting or separate training offerings agreed.

V. Customer rights to econ software

1. The econ software and user manual provided to the Customer are protected by copyright. Within the relationship between the contractual partners, all copyrights, patent rights, trademark rights and all other rights to the econ software and user manual and to all other items which econ solutions GmbH provides to the Customer or which econ solutions GmbH provides the Customer with access to in connection with initiating and executing the contract are solely attributable to econ solutions GmbH unless the items in question are open source software.
2. Upon full payment of the purchase price, the Customer receives a basic, indefinite and permanent right to use econ software. This entitles it to use econ software for the number of measuring points stated in the order confirmation from econ solutions GmbH and, to this end, to install, load and run the software on any number of computers. The Customer is only entitled to use the software to process proprietary data for proprietary purposes. All data processing devices (e.g. hard drives and central units) on which econ software is fully or partly, temporarily or permanently installed or included must be located at the Customer's premises or at a data centre commissioned by the Customer. If the software is transferred to third parties for service operations on behalf of the Customer, the Customer must ensure that econ software is used exclusively to process its proprietary business data. The Customer further ensures that econ software is used solely for the measuring points licenced by the Customer.
3. The Customer is permitted to compile backup copies of econ software for the purpose of ensuring secure operations. Backup copies must be securely stored by the Customer and, if technically possible, provided with the copyright notice of the original data carrier. Copyright notices may not be deleted, amended or suppressed. Copies of econ software that are no longer required must be deleted or destroyed. The user manual and other documents provided by econ solutions GmbH may only be copied for internal operating purposes at the Customer.
4. The Customer is only permitted to transfer econ software, or parts of such, to third parties in accordance with the following rules and having performed the following measures:
 - a) econ software may only be transferred on the original data carrier.
 - b) Before transferring the original data carrier with econ software, the Customer must delete all copies of econ software existing at the Customer (irrespective of their status, and in particular those on data carriers or on read-only or work memories) and to permanently discontinue any use of econ software. Having transferred econ software to third parties, the Customer must provide written confirmation of compliance with this obligation to econ solutions GmbH immediately and without being requested to do so.
 - c) The third party provides econ solutions GmbH with a written declaration that it complies vis-à-vis econ solutions GmbH with the requirements of Sections V, X.2, XI and XVI of these General Terms and Conditions.
5. The Customer is only permitted to decompile the interface information of econ software within the limits stipulated in § 69e of the German Copyright Act (*Urheberrechtsgesetz – UrhG*) and only if it has provided econ solutions GmbH with written notification of its intention, requested transfer of the necessary information with a notice period of at least

two weeks and not received such information with such period. All knowledge and information gained by the Customer about econ software during the decompilation process is subject to the confidentiality obligation set out in Section XVI. Before engaging any third party to decompile econ software, the Customer must provide econ solutions GmbH with a written declaration from such third party in which it issues econ solutions GmbH with a direct commitment to comply with Section XVI of these General Terms and Conditions.

6. Rights are granted subject to the condition precedent of payment of the full purchase price within the deadline stated in Section VII.1. Rights only apply from the date of such payment. Until this date, econ solutions GmbH consents to the Customer using the software in accordance with the aforementioned provisions. If the full purchase price is not paid by the Customer within the deadline stated in Section VII.1., the Customer's entitlement to use econ software expires without any declaration to such effect being required by econ solutions GmbH.
7. All other utilisation rights to econ software that are not explicitly granted pursuant to these Sales Terms remain at econ solutions GmbH. In particular, the rental, loan, distribution and making available of econ software on demand and transfer of the software to other companies in ways not covered by Paragraph 2 (e.g. by application service providing, software-as-a-service or the provision of such services on behalf of other companies by the recipient of econ software) is not permitted for the Customer without advance written approval by econ solutions GmbH.
8. The Customer is not entitled to remove or circumvent the protective mechanisms in place to protect econ software against unauthorised use unless this is necessary to attain interruption-free use. Copyright notices, serial numbers and other software identification features may also not be removed or amended. The same applies to suppressing the screen display of analogous features.
9. If econ solutions GmbH supplements or replaces the software by way of subsequent delivery, the Customer has the same rights to the software subsequently delivered as to that previously delivered. If such supplementation or replacement result in the Customer having more than one – not necessarily complete – software version, it must delete the surplus software, provide written confirmation of such deletion and return any data carriers existing in this context to econ solutions GmbH. Utilisation rights to surplus software lapse upon the expiry of a four-week period after deployment of the new software components. The provisions of this paragraph also apply to any services which econ solutions GmbH may perform without any obligation to do so.
10. The provisions contained in this Section V constitute contractual obligations on the contractual partners.

VI. Documents transferred

econ solutions GmbH retains rights of title and copyright to all documents transferred to the Customer in connection with the order being placed, e.g. calculations, drawings etc. These documents may not be made available to third parties unless econ solutions GmbH grants explicit written approval for the Customer to do so. Any offer documents, associated calculations and other documents must be returned upon request; in particular, they must be

returned if the order is not placed with econ solutions GmbH. The Customer may also not retain any copies of these documents.

VII. Prices and payment

1. Unless agreed otherwise, the purchase price for products ordered by the Customer is due for payment without deduction within 30 days of the invoice date. Annualised interest of 8% over and above the respective base rate is charged on any arrears.
2. Cheques or bills of exchange submitted only constitute payment once redeemed and finally credited. Acceptance of bills of exchange in all cases requires advance written agreement with econ solutions GmbH. Upon the collection of bills of exchange and cheques, any discounting and collection expenses charged by the bank may be invoiced to the Customer and are immediately due for payment. Any further expenses resulting from the submission of cheques and bills of exchange are also charged to the Customer.
3. For first-time orders, econ solutions GmbH reserves the right to request cash on delivery or advance payment.
4. Unless otherwise agreed in writing, the prices of econ solutions GmbH apply ex works and plus value added tax in their respectively valid amount. These prices were calculated based on material prices, wages and salaries, exchange rates and third-party expenses valid upon confirmation of the order.
5. A packaging fee is charged for hardware orders. The exact costs can be found in the respective valid offer.
6. econ solutions GmbH is entitled to request an appropriate advance payment upon placement of the order.
7. If no fixed-price agreement is reached, econ solutions GmbH reserves the right to make reasonable price adjustments to account for changes in wages and salaries, material costs and selling expenses for deliveries made more than four months after the conclusion of the contract.
8. Customer requests for corrections to the invoice must be asserted in writing no later than four weeks after receipt of the respective invoice. The Customer is otherwise deemed to have accepted the invoice. If the Customer asserts defect rectification rights, the limitation on the claim to payment at econ solutions GmbH is halted until the purchase price has been paid in full.
9. The Customer may only set off the invoice against receivables that are recognised by econ solutions GmbH or have been legally upheld. Except for the case stated in § 354a of the German Commercial Code (*Handelsgesetzbuch* – HGB), the Customer may only assign claims relating to the contract concluded with econ solutions GmbH to third parties with advance written approval by econ solutions GmbH. The Customer only has rights of retention or the right to object to the contract not being fulfilled for receivables relating to this contractual relationship.

VIII. Time of performance, delay, place of performance

1. Disclosures made concerning delivery and performance dates are not binding unless designated as such by econ solutions GmbH in writing. econ solutions GmbH is permitted to provide partial performance; this does not apply if the Customer has no interest in partial performance.
2. The delivery or execution period is deemed to have been complied with if, by the end of such period, the item to be delivered has left the works or is designated as ready for dispatch.
3. Delivery and performance deadlines are extended by the period in which the Customer is in arrears with payments, as well as by any period in which econ solutions GmbH is prevented from providing the delivery or performing the service for reasons for which it is not responsible, as well as by a reasonable start-up period once such reasons no longer apply. Such circumstances also include force majeure and interruptions to operations for which econ solutions GmbH is not responsible. Deadlines are also deemed to be extended by the period in which the Customer has not fulfilled its duty of cooperation, e.g. by not making available key information required to execute the contract, not providing econ solutions GmbH with the access to its own facilities required to execute the contract, not providing econ solutions GmbH with input required to execute the contract or not making its proprietary employees available to a reasonable extent.
4. If the contractual partners retrospectively agree other or additional services which impact on the agreed deadlines, these deadlines are extended by an appropriate period.
5. Any grace period granted to econ solutions GmbH must be appropriate. A grace period of less than two weeks is only appropriate in the event of particular urgency.
6. If the Customer is in arrears with payment of the purchase price, econ solutions GmbH may withdraw from the contract if it has set an appropriate payment deadline for the Customer and such deadline expires without payment. This does not affect any further claims on the part of econ solutions GmbH.
7. If the Customer delays acceptance of the delivery or service or if it is culpable of breaching other duties of cooperation, econ solutions GmbH may request 25% of the agreed price without deductions as a fixed minimum damage claim unless the Customer can demonstrate that no damage has occurred, or not in the amount of the fixed claim. econ solutions GmbH reserves the right to assert further claims. If the aforementioned conditions are met, the risk of accidental loss or accidental deterioration in the purchased item is transferred to the Customer from the time at which it enters arrears in acceptance or payment.

IX. Transfer of risk upon forwarding

If, at the request of the Customer, the item is shipped to a location other than the place of performance, the risk is transferred to the Customer as soon as econ solutions GmbH delivers the item to the carrier, freight forwarder, or other person or organisation charged with the delivery.

X. Retention of title

1. econ solutions GmbH retains ownership of all items it delivers through to full payment of all receivables relating to the purchase contract. This also applies to all future deliveries, even if econ solutions GmbH does not always explicitly refer to this.
2. The Customer is obliged to treat the purchased item with due care until ownership has been transferred to it. In particular, it is obliged at its own expense to insure the item adequately at replacement value against theft and against damage by fire or water. The Customer now already assigns any claims against the insurer in connection with an insured event to econ solutions GmbH in the amount of the value of the reserved item (gross amount of invoices from econ solutions GmbH). econ solutions GmbH accepts this assignment. If any maintenance work or inspections are required, the Customer performs these in good time and at its own expense. For as long as ownership has not been transferred, the Customer provides econ solutions GmbH with immediate written notification if the item delivered is impounded or exposed to other third-party interventions. If the third party is not in a position to reimburse econ solutions GmbH for the in-court and out-of-court costs of a lawsuit pursuant to § 771 of the German Code of Civil Procedure (*Zivilprozessordnung – ZPO*), the Customer is liable for the loss incurred by econ solutions GmbH.
3. The Customer is entitled to resell the reserved item in a customary business transaction. The Customer now already assigns its receivables from such resale of the reserved item to econ solutions GmbH at the final invoice amount agreed with it (including value added tax). The Customer remains entitled to collect the receivable after such assignment. The authorisation of econ solutions GmbH to collect the receivable itself remains unaffected. However, econ solutions GmbH will not collect the receivable for as long as the Customer meets its payment obligations and is not in arrears with its payments.
4. econ solutions GmbH commits to release any collateral to which it is entitled at the request of the Customer provided that the value of such collateral exceeds the value of the securities thereby secured by more than 10%.

XI. Duties of cooperation by the Customer

The Customer takes suitable precautions to cover the event that econ software does not function correctly, whether in part or in full (e.g. by compiling data backups, performing fault diagnoses, regularly reviewing the results, compiling emergency plans). The Customer bears sole responsibility for making the necessary infrastructure available for this and for safeguarding the functionality and technical performance capacity of the environment in which the econ software is deployed.

Furthermore, the Customer ensures that the installation of the econ software is fully completed before it reports completion of the installation using the form provided by econ solutions GmbH. The Customer bears any additional expenses incurred to launch operations with the system (comprising the hardware and software components provided by econ solutions GmbH) if such expenses arise because the Customer has not fully installed the software and where it was able to recognise that the installation was not complete.

XII. Material defects

1. Technical data, specifications and performance descriptions in public statements, and in particular in advertising, do not constitute disclosures as to the characteristics of the product. The functionality of econ software is based on the description provided in the user documentation and the additional agreements reached in this respect.
A material defect does not apply if the system environment at the Customer does not satisfy the system requirements listed in the respectively valid version available at <https://www.econ-solutions.de/downloads?name=systemanforderungen> and the limited functionality or reliability of econ software results from non-compliance with these system requirements.
2. A guarantee or warranty, meaning increased liability or the assumption of an obligation to meet claims, is only deemed to have been provided when the terms “guarantee” and “warranty” are explicitly stated.
3. Any material defect claims on the part of the Customer presuppose that the Customer has correctly met the inspection and notification obligations incumbent on it pursuant to § 377 HGB.
4. At the discretion of econ solutions GmbH, rectification is executed either by eliminating the defect or by delivering a defect-free item. This delivery may also take the form of econ solutions GmbH providing the Customer with a newer software version or new hardware that satisfies all characteristics owed under this contract and does not unreasonably impede the Customer in terms of using econ hardware or software compared with the characteristics owed under this contract. econ solutions GmbH is to be granted two opportunities for rectification within an appropriate deadline in each case. Recourse claims are not affected or restricted in any way by the aforementioned provision.
5. econ solutions GmbH is not liable for any material defects if the Customer has amended the services provided by econ solutions GmbH unless such amendments had no influence on the defect arising.
6. The Customer supports econ solutions GmbH in its error analysis and defect rectification in particular by providing specific descriptions of the problems arising, informing econ solutions GmbH extensively and allowing the time and opportunity required to rectify the defect. The Customer grants econ solutions GmbH immediate access to documents providing insights into the specific circumstances in which the defect arose. Before asserting rectification claims, the Customer ascertains with due care whether the defect is covered by such claims. If the defect claimed is not covered by the rectification obligation (apparent defect), the Customer may be charged for the verification and error remedying services provided by econ solutions GmbH at the respectively valid remuneration rates of econ solutions GmbH, plus expenses incurred, unless the Customer, even when making every reasonable effort and exercising due care, could not have identified the apparent defect.
7. At its discretion, econ solutions GmbH may perform the rectification on location or at its own premises. econ solutions GmbH may also execute the rectification by remote maintenance. The Customer ensures at its own expense that the necessary technical

- requirements are in place and, with suitable advance notice, provides econ solutions GmbH with access to its IT system. The Customer bears any additional rectification costs incurred if, for reasons for which it is responsible, it has not installed remote maintenance access.
8. If the rectification is not successful, the Customer may – irrespective of any damages claims – withdraw from the contract or reduce the remuneration.
 9. Defect claims do not result from natural wear and tear or from damages arising after the transfer of risks as a result of erroneous or negligent treatment or excessive use. If unsuitable maintenance measures or amendments are performed on the purchased item by the Customer or third parties, then no defect claims arise for these measures and any resultant consequences.
 10. The Customer covers any transport, travel, work and material expenses arising for rectification as a result of the item delivered by econ solutions GmbH having been subsequently moved from the Customer's premises to another location.

XIII. Defects of title

1. If econ solutions GmbH is responsible for any infringement of third-party property rights as a result of econ software, econ solutions GmbH may, at its own discretion, either at its own expense and on behalf of the Customer acquire rights of use that are adequate for the contractually agreed use or amend or newly provide the respective service without any impact on its functions, or only such impact that can reasonably be expected of the Customer, in such a way as to ensure that third-party property rights are no longer infringed. The assertion of damages or expense claims is governed by Section XIV of these Sales Terms.
2. The Customer provides econ solutions GmbH with immediate written notification if any third parties assert property rights (e.g. copyrights or patent rights) relating to econ software against it. The Customer authorises econ solutions GmbH with sole responsibility to manage the dispute with the third party. For as long as econ solutions GmbH acts on this authorisation, the Customer may not independently acknowledge or satisfy the claims asserted by the third party without the approval of econ solutions GmbH; econ solutions GmbH will defend itself against the claims asserted by the third party at its own expense and indemnify the Customer for any claims asserted against it unless such claims result from non-compliant conduct by the Customer (e.g. use of econ software in ways contrary to the contract).

XIV. Other liability

1. econ solutions GmbH bears unlimited liability for damages attributable to intent or gross negligence. Furthermore, econ solutions GmbH is liable for slightly negligent breaches of material obligations whose infringement threatens achievement of the contractual purpose, or for the breach of obligations whose fulfilment is necessary for the correct execution of the contract with the Customer and whose fulfilment the Customer can

generally expect. In this case, however, econ solutions GmbH is only liable for foreseeable damages typical to the respective contract. econ solutions GmbH is not liable for slightly negligent breaches of obligations other than for those stated in the preceding sentences.

2. econ solutions GmbH is not liable for the loss of data and/or programmes to the extent that the damage is due to a failure by the Customer to implement backups and thus ensure that data thereby lost can be retrieved at reasonable expense.
3. The aforementioned provisions also apply in favour of any auxiliaries deployed by econ solutions GmbH.

XV. Limitation period

1. Defect claims expire 12 months after delivery of the items by econ solutions GmbH to the Customer unless the respective defect was fraudulently concealed.
2. Any claims on the part of the Customer that are not attributable to material defects or to defects of title lapse following expiry of a two-year period starting from the time at which the Customer gains awareness or, in the absence of gross negligence, must have gained awareness of the circumstances underlying the claim. Such limitation arises at the latest upon expiry of the maximum periods stipulated in § 199 BGB.
3. Diverging from the provisions of Paragraphs 1 and 2, any damages and expense claims resulting from intent, gross negligence, guarantees, fraudulent intent or from the loss of life, physical injury and damage to health are in all cases by governed by statutory limitation periods, as are any claims relating to the German Product Liability Act (*Produkthaftungsgesetz – ProdHaftG*).

XVI. Confidentiality

1. The contractual partners commit to treat all non-public information of which they gain awareness as a result of the business relationship concerning business operations at the other contractual partner and/or the products and/or services respectively offered as business secrets. The contractual partners store and secure all documents and information provided to them by the other contractual partner in such a way as to prevent access by third parties. The contractual partners may only refer to the business relationship in their advertising with advance approval of the other contractual partner. Drawings, models, templates, patterns and similar objects provided to the Customer by econ solutions GmbH or paid for by the Customer remain the property of econ solutions GmbH. They may not be transferred or otherwise made accessible to third parties.
2. The Customer only makes those business secrets of econ solutions GmbH with which it is entrusted available to those of its own employees and other third parties who require such information to discharge their duties. It instructs such persons of the requirement to maintain confidentiality concerning these business secrets and obtains written commitments to comply with this confidentiality agreement from those third parties to which the business secrets are transferred with the approval of econ solutions GmbH.

3. econ solutions GmbH processes the Customer data required to execute the order in accordance with the requirements of data protection law. econ solutions GmbH is permitted to name the Customer as a reference customer.

XVII. Contractual obligation, termination of contract

1. Advance warning must in all cases be provided of any cessation of the further exchange of services (e.g. due to withdrawal, termination for compelling reason), with the reason for such being stated in said notification and the setting of a suitable deadline to address such reason (usually at least two weeks). Such termination may only be declared within two weeks of the expiry of the deadline. Setting such deadline may be waived in the cases covered by statutory requirements (cf. § 323 (2) BGB). The party that is fully or predominantly responsible for the disruption may not request the recession of the contract.
2. To be effective, all declarations in this respect must be made in writing.

XVIII. Place of performance, place of jurisdiction, applicable law

1. The place of performance is the legal domicile of econ solutions GmbH if the Customer is a commercial enterprise.
2. If the Customer is a commercial enterprise, Mannheim is the place of jurisdiction for all disputes arising in connection with the contractual relationship. The same applies if, upon the lawsuit being filed, the place of residence or habitual domicile of the Customer is unknown or if the Customer has moved its place of residence or habitual domicile abroad. The aforementioned provision also applies to any actions in respect of cheques or bills of exchange. Alternatively, econ solutions GmbH may file a lawsuit at the Customer's general place of jurisdiction.
3. This contract is governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the International Sale of Goods (CISG) and the reference norms of private international law.

XIX. Concluding provisions

1. The assignment of receivables that are not cash receivables is only permitted with the advance written approval of the other contractual partner. Such approval may not be unreasonably withheld.
2. Rights of retention may only be asserted due to counterclaims in connection with the respective contractual relationship.
3. The contractual partners may only impute such receivables as have been legally upheld or are undisputed.

4. No ancillary agreements have been reached in connection with these Sales Terms. Any amendments or additions to these Sales Terms must be made in writing. This formal requirement may only be waived by written agreement.

Munich, 1 July 2024