

General Terms and Conditions of Sale (B2B) of Easycap GmbH

last amended on 26/04/2023

The following General Terms and Conditions of Sale (B2B) shall apply to all future business transactions between customers acting as entrepreneurs and Easycap GmbH.

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1. Scope of Application

1.1 The following General Terms and Conditions (Terms and Conditions) of **Easycap GmbH**, Am Anger 5, 82237 Wörthsee, Germany (hereinafter referred to as "**Easycap**") shall apply exclusively. They shall also apply to all future business transactions with the customer. This shall also apply even if the Terms and Conditions are not expressly agreed upon again.

1.2 Terms and conditions of the customer that are contrary to or deviate from the Terms and Conditions of Easycap shall not be deemed accepted, unless Easycap expressly consents to their validity in writing. Easycap's Terms and Conditions shall also apply if Easycap performs the delivery or the services vis-à-vis the customer without reservation in full awareness of contradictory or deviating terms and conditions of the customer.

1.3 The contracts concluded between Easycap and the customer contain any and all written agreements on the deliveries. Any and all future agreements concluded between Easycap and the customer shall be stipulated in writing in the

relevant contract and any supplementary contracts.

1.4 These Terms and Conditions only apply vis-à-vis entrepreneurs pursuant to Sec. 14 para. 1 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) and legal entities under public law and special funds within the meaning of Sec. 310 para. 1 BGB. An entrepreneur within this meaning means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

2. Conclusion of Contract

2.1 The customer can either order products via the online shop of Easycap or via submission of orders via email to Easycap. In the event an order of a customer qualifies as an offer pursuant to Sec. 145 BGB, Easycap can accept this offer within two weeks of receiving such offer by sending an order confirmation.

2.2 Cost estimates of Easycap are - unless agreed otherwise - subject to change and not binding. A

specific offer provided by Easycap is only binding for two weeks or for the period indicated in the offer.

2.3 A contract between Easycap and the customer only becomes effective - subject to a deviating agreement - with Easycap's written order confirmation. The submission of an invoice shall equal an order confirmation.

2.4 The documents submitted and information provided by Easycap, such as drawings, plans, weights and measurements, shall only be binding insofar as Easycap expressly lists them in the order confirmation as an integral part of the contract and/or refers to them in the order confirmation.

3. Remuneration, Due Date, Default in Payment, Set-off, Right of Retention, Assignment

3.1 The prices are based on Easycap's price lists, as amended from time to time, and are exclusive of packaging and shipment (ex works), unless otherwise indicated in the offer.

3.2 Costs of packaging and loading as well as the costs of taking back the packaging will be charged separately. The same shall apply to shipment costs if the customer requests a shipment. Unless otherwise agreed, it shall be at Easycap's discretion to choose the mode of shipping and the routing.

3.3 In case of partial deliveries or services pursuant to clause 4.2, Easycap is entitled to receive respective partial payments.

3.4 Easycap reserves the right to amend the prices accordingly if cost increases occur between the conclusion of the contract and the delivery for which Easycap is not responsible, in particular, newly charged fees, additional charges, significant increases in material or production costs, including increases in freight costs including customs, import and export fees as well as cost increases as a result of exchange rate fluctuations.

3.5 Statutory VAT is not included in the prices of Easycap. The respectively applicable statutory VAT amount shall be stated separately in the

invoice. In case of deliveries and services within the European Union, the customer shall provide its VAT identification number in due time prior to the agreed delivery date as proof of tax exemption. In the event of failure to provide Easycap with complete information in due time, Easycap reserves the right to charge applicable VAT. In case of deliveries and services outside the European Union, Easycap is entitled to charge statutory VAT retrospectively if the customer does not send to Easycap an export proof within one month after the respective dispatch.

3.6 Cheques and bills of exchange are accepted by Easycap only on account of performance, subject to the usual reserve of their payment and taking over of any and all costs connected to the payment by the customer; in particular, bill of exchange taxes shall be borne by the customer.

3.7 Unless stipulated otherwise in the respective contract or by law, full payment, without deduction (strictly net), shall be due immediately upon delivery or performance. The customer shall automatically be in default after 30 days from the due date and receipt of the invoice without a reminder being required.

3.8 In the event the customer is in default with its payment obligation, Easycap is entitled to charge default interest in the amount of 9 percentage points p.a. above the basic interest rate. The right to assert further damage shall remain unaffected. In all other respects, the statutory provisions shall apply.

3.9 If Easycap becomes aware of circumstances which threaten to reduce the creditworthiness of the customer, any and all claims arising out of the business relationship with the customer will become due immediately.

3.10 The customer is only entitled to a set-off or retention if its counterclaim has been established with final legal effect, is uncontested or acknowledged by Easycap. The assignment of existing claims against Easycap to any third parties is subject to the prior written consent of Easycap.

4. Terms of Delivery, Transport Insurance, Passing of Risk

4.1 Unless otherwise stipulated in the order confirmation, the parties agree upon a delivery or performance ex works.

4.2 Easycap is entitled to partial deliveries and services, as long as these are reasonable for the customer.

4.3 The risk shall pass to the customer when the subject-matter of the contract is handed over to the person carrying out the transport. This shall also apply to a transport conducted by Easycap.

4.4 If the transport or collection of the subject-matter of the contract by the customer is delayed at its request or due to its own fault, Easycap will store the goods at the expense and risk of the customer. In such case, the risk shall pass to the customer as of the day of notification of readiness for dispatch or acceptance.

4.5 Easycap and the company performing the transport must be notified in writing of any transport damage immediately, but no later than five days from delivery.

4.6 Transport packaging and other packaging in accordance with the German Regulation on Packaging (*Verpackungsverordnung, VerpackV*) will not be taken back. The customer shall be responsible for the disposal of packaging material at its own expense.

5. Period of Delivery and Performance, Default, Passing of Risk in Case of Default in Acceptance

5.1 Delivery and performance periods indicated by Easycap shall be non-binding, unless Easycap expressly confirms the exact date of delivery or performance in writing.

5.2 Periods of delivery and performance shall be deemed complied with if, before their expiry, the subject-matter of the contract has left the premises or there was a notification that the subject-matter of the contract is ready for collection. If the performance is rendered on the customer's premises, performance periods are complied with upon rendering of the performance.

5.3 The periods of delivery or performance shall not commence before all commercial and technical queries existing between the parties

have been clarified and presupposes the timely and proper fulfilment of the customer's obligations. Compliance with the periods of delivery and performance shall be subject to correct and timely delivery from suppliers. Easycap shall immediately notify any foreseeable delays.

5.4 The fulfilment of the contract by Easycap with respect to such delivery parts which are governed by national export regulations shall be subject to the granting of the required approvals.

5.5 If Easycap is in default and if the customer consequently incurs a damage, liability shall be subject to clause 7.

5.6 If the customer is in default of acceptance or violates other duties to cooperate, Easycap is entitled to exercise the existing statutory rights, in particular to claim reimbursement of the additional expenses incurred as a result thereof and to withdraw from the contract after setting and expiry of an appropriate deadline. Moreover, Easycap reserves the right to otherwise dispose of the subject-matter of the contract after setting and expiry of an appropriate deadline for the acceptance of the delivery or performance and to make deliveries or performances to the customer within a reasonably prolonged deadline.

5.7 If the customer is in default of acceptance, the risk of accidental loss or deterioration of the subject-matter of the contract passes to the customer at the point in time the latter begins to be in default of acceptance.

6. Warranty for Material Defects

6.1 In case of defects, the warranty shall be restricted to the right of subsequent performance, unless stipulated otherwise in clause 6.5. In such case, Easycap shall, at its choice, be entitled to the removal of defects or a replacement delivery or substitute performance. The customer's right to remedy the defect itself shall be excluded.

6.2 The customer shall stipulate in writing a deadline for the subsequent performance of at least four weeks. Subsequent performance shall only be deemed failed after three attempts remained unsuccessful. Easycap may refuse

subsequent performance if the same is only possible at disproportionate costs.

6.3 Return deliveries of defective goods to EasyCap for the purpose of subsequent performance may only be effected upon EasyCap's written consent. The risk of accidental loss and accidental deterioration shall not pass to EasyCap until the goods are handed over to EasyCap at its place of business. The expenses required for the purpose of inspection and subsequent performance, in particular costs of transport and material (not: costs of assembly and disassembly) shall be borne by EasyCap if a defect actually exists. If, however, a request by the customer to remedy a defect proves unwarranted, EasyCap may claim from the customer compensation for the costs incurred in this context.

6.4 In case of replacement deliveries for the purpose of subsequent performance, the customer shall return the delivered item.

6.5 In the event that EasyCap is not willing or able to fulfil subsequent performance, particularly if the same is delayed beyond reasonable periods for reasons for which EasyCap is responsible or if the subsequent performance fails for other reasons, the customer is entitled to withdraw from the contract in accordance with the statutory provisions. This shall not apply to insignificant defects. Such an insignificant defect is given if the effort to remove the defect does not exceed an amount of 5 (five) percent of the order value. In such case, the customer shall only be entitled to reduce the contractual price. Claims for damages shall be subject to clause 7.

6.6 In the event of changes to the subject-matter of the contract which the customer carries out or has carried out by third parties without EasyCap's prior consent, the warranty shall lapse, unless the customer proves that there is no causal relationship between the change and the defect. The same shall apply to defects resulting from a specification of the customer.

6.7 There shall be no additional warranty claims for defects which occurred due to inappropriate or incorrect use, faulty commissioning, usual wear and tear, faulty or negligent treatment, excessive use and improper maintenance of the subject-matter of the contract as well as due to changes

to the subject-matter of the contract by the customer or on its behalf by third parties without EasyCap's express consent.

7. Liability

7.1 EasyCap shall be liable without limitation for intent and gross negligence. With regard to slight negligence, EasyCap's liability shall be limited and restricted to the foreseeable damage that might typically occur under the contract if an obligation is violated, the fulfilment of which is essential for the proper performance of the contract and on the compliance with which the customer may regularly rely (cardinal duty).

7.2 EasyCap shall be liable for cases of initial impossibility only if it had knowledge of the hindrance to performance or if its lack of knowledge is due to gross negligence.

7.3 The foregoing liability limitations or exclusions shall not apply to claims resulting from fraudulent concealment of a defect, acceptance of a guarantee and claims pursuant to the German Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*) and to damage arising from injuries to life, body or health.

7.4 Insofar as EasyCap's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its employees, representatives and vicarious agents.

8. Limitation of Claims

8.1 Claims for defects and liabilities of the customer become statute-barred after twelve months.

8.2 The statutory limitation periods shall apply to claims due to injuries to life, body or health, grossly negligent or intentional behaviour, the culpable violation of cardinal duties within the meaning of clause 7.1, the breach of guarantees and in case of claims under the ProdHaftG.

8.3 The beginning of the statutory limitation shall be subject to the statutory provisions.

8.4 Regarding medical devices, the customer undertakes to comply with all requirements under applicable laws, in particular Regulation (EU)

2017/745 on medical devices (MDR) and/or other laws applicable for medical devices. The customer must not make any statements, assurances or descriptions of performance that are contrary to or go beyond the intended purpose of the product or provide any such to its customers.

9. Sale on Approval

9.1 Where the supply of sample or test products is agreed, the customer may withdraw from the contract within the agreed period by declaring disapproval in writing.

9.2 These Terms and Conditions shall apply to the sale on approval.

9.3 The customer shall bear the costs of returning the subject-matter of the contract. Easycap shall be given prior written notice of all return deliveries. The risk of accidental loss and accidental deterioration of the returned goods shall not pass to Easycap until the goods are handed over Easycap at its place of business. The customer is obliged to return the goods completely and in a flawless condition.

10. Assurance of Retention of Title

10.1 Easycap reserves title to the delivered goods until all claims which exist against the customer based on the business relationships at the time the contract is concluded have been fulfilled. This shall also apply to any future claims that Easycap acquires from the ongoing business relationship with the customer.

10.2 The customer shall treat the goods delivered under retention of title with due care and appropriately insure the same at its own costs against damage caused by fire, water and theft at their original value. Maintenance and inspection work that may become necessary shall be carried out by the customer at its own expense in due time.

10.3 In case the customer culpably violates the contract, in particular in the event of default in payment, Easycap is entitled to take back the subject-matter of the contract. Taking back the subject-matter of the contract does not constitute a withdrawal from the contract, unless Easycap explicitly declared a withdrawal in writing.

10.4 The customer is not entitled to pledge the subject-matter of the contract prior to the transfer of title or assign it as a security.

10.5 The customer is entitled to resell the subject-matter of the contract in the course of ordinary business transactions unless it is in default with payment. The customer hereby assigns to Easycap all claims in the amount of the total sum of the respective invoice regarding Easycap's claim (including VAT), which it acquires against its buyers or third parties from reselling the goods, and this shall apply regardless of whether the subject-matter of the contract was sold without or after further processing. Easycap accepts this assignment. The customer shall remain authorised to collect these claims even after the assignment. Easycap's authority to collect the claim itself shall remain unaffected hereby. Easycap undertakes not to collect the claim as long as the customer meets its payment obligations arising from the respective contractual relationship, is not in default with payment and, in particular, has not applied for the opening of insolvency proceedings or has not discontinued payment. However, if this is the case, Easycap is entitled to request that the customer informs Easycap of the assigned claims and the respective debtors, provides any information required for the collection, hands over the corresponding documents and informs the debtors (third parties) of the assignment.

10.6 In the event of attachments or other recourse claims by third parties to the sold goods, the customer shall indicate that these are the property of Easycap and inform Easycap thereof immediately to enable Easycap to instigate third party claim proceedings pursuant to Sec. 771 of the German Code of Civil Procedure (*Zivilprozessordnung, ZPO*). The customer shall be liable to the extent that the third party is not able to reimburse Easycap for the court fees and out-of-court fees incurred while enforcing its rights of ownership.

10.7 Easycap undertakes to release the securities it is entitled to upon the customer's request if the realisable value of the securities exceeds the claims to be secured by more than 15%. The selection of the securities to be released shall be at Easycap's discretion.

11. Export

11.1 The customer undertakes to export the goods and technical information supplied by EasyCap exclusively in compliance with the pertinent export regulations and to impose the same obligations on its buyers.

11.2 Any and all taxes, fees and charges in connection with the performance of the services outside of the Federal Republic of Germany shall be borne by the customer or, if these have already been paid in advance by EasyCap, these shall be reimbursed to EasyCap.

12. Indication of the Place of Origin and Information regarding Disposal of Electrical and Electronic Equipment.

12.1 Any change to EasyCap's products, in particular every marking by the customer or a third party indicating the origin or implying that the product is of the origin of the customer or a third party, is strictly forbidden unless EasyCap has given its prior written consent.

12.2 If a device is marked with the symbol of a "crossed-out dustbin", this means that you are legally obliged to dispose this equipment separately from unsorted municipal waste. Disposal via household waste, such as the residual waste garbage can or the yellow garbage can, is prohibited. Avoid misdirected waste by disposing of it correctly at special collection and return points.

12.3 If the products contain batteries and rechargeable batteries or lamps that can be removed from the old device without destroying it, these must be removed before disposal and disposed of separately as batteries or lamps.

12.4 Owners of old appliances can return them free of charge within the scope of the possibilities for the return or collection of old appliances set up and available by a public waste management authority, so that the proper disposal of the old appliances is ensured. In addition, return is also possible from distributors under certain conditions.

For distributors: The return has to be free of charge with the purchase of a similar new device. (1:1 take-back) Irrespective of this, it is possible to return the old equipment to the distributor free of charge. The prerequisite for this is that the external dimensions do not exceed 25 centimeters and the return is limited to three old devices per type of device.

Retail: Distributors with a sales area for electrical and electronic equipment of at least 400 square meters are obligated to take back WEEE. Also obliged to take back are food retailers who have a total sales area of at least 800 square meters and who also offer and make available on the market electrical and electronic equipment several times a calendar year or on a permanent basis.

Distance selling market: Distributors who sell their products using distance communication means are obliged to take back WEEE if the storage and shipping areas for electrical and electronic equipment are at least 400 square meters.

12.5 Under the registration number DE 72953881 we are registered with "stiftung elektro-altgeräte register".

12.6 Under the WEEE Directive, EU member states are required to collect data on waste electrical and electronic equipment and submit it to the European Commission. You can find more information about this on the BMUV website, which you can access via the following link:

<https://www.bmuv.de/themen/wasser-ressourcen-abfall/kreislaufwirtschaft/statistiken/elektro-und-elektronikaltgeraete>

12.7 All end users of waste electrical and electronic equipment are responsible for deleting personal data on the waste equipment to be disposed of.

13. Place of Performance, Jurisdiction, Applicable Law

13.1 Place of performance shall be the seat of EasyCap in Wörthsee.

13.2 Munich shall be the place of jurisdiction for all disputes arising from the business relationship.

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13.3 The laws of the Federal Republic of Germany shall apply. The provisions of the UN Convention on the International Sale of Goods shall be excluded.