

General Terms and Conditions for Servicing and Repair Services

of KOMSA Group, Version 06 / 2024

§ 1 Scope, Definitions

- (1) These General Terms and Conditions for Servicing and Repair Services (hereinafter referred to as: Service GTC) apply in their current version to all orders placed with the KOMSA Group for the servicing and repair services described below. The Group refers to KOMSA AG, aetka AG and KOMSA Services GmbH. The Customer is aware that the current version can be viewed and accessed on the homepage www.komsa.com. They are therefore deemed to have been published. Upon request, KOMSA AG will send the Customer the latest version. The Customer acknowledges them upon entering into the business relationship. The contracting company is the respective acting, contracting company of the KOMSA Group (hereinafter referred to as the "Group").
- (2) Entrepreneurs within the meaning of the GTC are natural or legal persons or partnerships with legal capacity with whom business relationships are entered into and who act in the exercise of a commercial or independent professional activity. Business customers are all entrepreneurs as well as legal entities under public law and special funds under public law within the meaning of Section 310 para. 1 of the German Civil Code (BGB). Customers within the meaning of the GTC are exclusively business customers.
- (3) Any deviating, conflicting or supplementary General Terms and Conditions of the Customer shall not become part of the contract, even if known, and shall not be recognized, even in part, unless their validity is expressly agreed to in writing.

§ 2 Conclusion of the Contract

- (1) All offers of the Group are non-binding and subject to change. Technical changes as well as changes in shape, color and/or weight remain reserved within reason.
- (2) After submitting the contract offer, the Customer will receive an automatically generated confirmation of receipt by email, which confirms receipt of the device and which the Customer can print out. The automatic confirmation of receipt does not constitute acceptance of the offer for servicing or repair, but merely documents that the order has been received.

- (3) The Group may then send the Customer an offer to prepare a cost estimate for the elimination of the fault identified in the service notice, unless a guarantee or warranty claim applies. The offer to prepare a cost estimate will be sent to the Customer and must be confirmed in writing by the Customer if the Customer wishes to continue the order and thus have the device repaired. If the Group does not accept the order to prepare a cost estimate, it will promptly inform the Customer.
- (4) If the Customer has already given approval for repairs in the service notice, no cost estimate will be prepared. Acceptance of the order will then take place via separate email or implicitly through the execution of the ordered services.

§ 3 Scope of Services

- (1) The Group provides servicing or repair services within the framework of the concluded contract. Accordingly, no result is owed, but merely the performance of a service.
- (2) Due to the manufacturers' quality guidelines, the Group is obliged to completely repair the device received for repair within the meaning of the technical description.
- (3) If the Customer is responsible for improper handling (e.g. damage caused by falling or breaking, voltage damage), the defective device or accessories are no longer covered by the warranty or guarantee. If the Group determines that there is no guarantee/warranty case, but the device is repairable, a cost estimate can be prepared and sent to the Customer. The Customer can accept this offer within 7 days (receipt by the Group). If the Customer does not accept the offer or if there is irreparable damage (total loss), the device will be returned to the Customer unrepaired.
- (4) Unless the Customer explicitly requests a repair at their own expense or if a repair is not possible, the Group reserves the right to charge the Customer the costs of inspecting the device sent in, up to EUR 70 (inspection fee). The Customer is free to prove that the costs are lower. No inspection fee is due if a repair is commissioned or a functioning device is sent in.
- (5) Acceptance of devices sent to the Group carriage forward may be refused. In case of acceptance, the

General Terms and Conditions for Servicing and Repair Services

of KOMSA Group, Version 06 / 2024

Group reserves the right to charge the Customer for the costs of carriage forward.

- (6) Replaced parts become the property of the Group without compensation.
- (7) Only defective devices or defective parts are to be sent in, excluding in particular original packaging, manuals and non-defective accessories, even if these were attached for protection or as an accessory (e.g. batteries, cards, protective films, cover flaps and other loose housing parts, toner). The Group is not liable for loss or damage to non-defective items that are nevertheless sent in. Likewise, the Group assumes no liability for damage to devices or accessories caused by parts sent in unnecessarily or unsecured/not in accordance with the manufacturer's recommendations.
- (8) In particular, swollen or damaged lithium-ion batteries pose a safety risk and may no longer be shipped under current law. In order to avoid any risks during storage and transport, such batteries may be removed by the Group and disposed of properly. A replacement can only be provided if the device is either still under warranty or the Customer confirms a corresponding cost estimate. Otherwise the device will be returned to the Customer without the battery.
- (9) As part of the repair, the device or accessory will be reset to factory settings.
- (10) The Group is entitled to engage third parties to provide the (repair) services and to deliver the repaired device.
- (11) The Group notes that in order to determine whether a warranty claim exists, it may be necessary to perform work on the device, in particular to open it. If it is determined that the device is not covered by the warranty, or if it is subsequently determined that the device is irreparably damaged as a total loss or the updated cost estimate is rejected, the device will not be returned to the condition it was in before it was opened.

§ 4 Cost Estimate

- (1) If the Customer accepts the offer to prepare a cost estimate for a fee, the cost estimate shall be charged according to the price list valid for the Group.
- (2) The cost estimate merely represents a professional calculation of the expected costs. The Group assumes

no liability for the accuracy of the cost estimate. If it becomes apparent during the repair that it cannot be carried out without significantly exceeding the cost estimate, the Customer may terminate the contract for this reason. In the event of termination, the Group may demand a portion of the fee corresponding to the work performed and reimbursement of expenses not included in the fee. If a significant overrun of the estimate is expected, the Group will inform the Client before performing the work.

- (3) The cost estimate is based on the Customer's description of the fault and a visual inspection of the device. The device will only be opened after the cost estimate has been approved, as it is not always possible to open the device without causing damage due to its design. After opening the device, an irreparable total loss (e.g. moisture ingress) and other damage may become apparent, which either makes repair impossible or means that the already confirmed cost estimate has to be updated again. If it is subsequently determined that the device is irreparably damaged as a total loss or the updated cost estimate is rejected, the device will not be returned to the condition it was in before it was opened.

§ 5 Fee

- (1) The fee is based on the time required for the repair and/or servicing service, plus the necessary expenses, in particular the price of the required spare parts. The price list valid at the time the cost estimate is prepared shall be decisive for the calculation. For spare parts, the spare parts prices valid at the time the cost estimate is prepared shall apply.
- (2) The fee is due upon receipt of the invoice, unless the Customer has legitimately objected to acceptance of the service. However, the Customer is free to pay the repair costs specified in the cost estimate or approved by them to the Group in advance. In this case, any overpaid amount will be refunded to the Customer by the Group within 10 business days of the invoice being issued. The same applies if the repair reveals that the Customer's device is irreparable or if the Customer does not send the device to the Group for repair even after being asked to do so twice. In this case, the Group

General Terms and Conditions for Servicing and Repair Services

of KOMSA Group, Version 06 / 2024

shall be entitled to cancel the order placed and refund the amount to the Customer, less the inspection fee specified in § 3 (4).

- (3) The prices include statutory value-added tax plus shipping costs.

§ 6 Place of Performance, Shipping, Distribution of Risk

- (1) Returns are carriage forward, usually from the Group's headquarters. All shipments are provided with standard packaging. The choice of shipping method is left to the Group at its reasonable discretion unless special arrangements are made.
- (2) The place of performance for all servicing and repair services is the Group's headquarters. Shipment by the Customer to the Group and shipment from the Group to the Customer is at the Customer's risk, unless otherwise agreed in individual cases.
- (3) The risk of loss of data and data storage media during transport is borne by the Customer.
- (4) The Group is not liable for loss of the data storage media (even if insured by post). The Customer is obliged to ensure the safe transport of their data storage media. If we have received a shipment and the data storage media is no longer included, the Group cannot be held liable. Please do not send any new memory cards, USB flash drives or other data storage devices for data backup purposes. This can easily lead to confusion.

§ 7 Payment Terms

- (1) In the case of the SEPA direct debit procedure, the creditor must inform the debtor of the debit by means of a pre-notification before sending the direct debit to their credit institution. The pre-notification must be sent by the Group at least 1 day before the due date.
- (2) A Customer in default must pay interest on the debt during the period of default at a rate of at least 9 percentage points above the then current base rate. The Group reserves the right to prove and assert higher damages due to default.
- (3) If the Customer defaults on payment of an invoice due to general liquidity difficulties or if their financial situation has deteriorated significantly after the conclusion of the contract, all of their liabilities to the Group shall fall due immediately. The Group is then entitled to only carry out outstanding servicing and

repair services, the preparation of cost estimates and deliveries against the provision of security or advance payment or to withdraw from the contract.

§ 8 Lien of the Group

- (1) For the services rendered in accordance with the order and for all claims arising from the business relationship between the Group and the Customer, the Group shall be entitled to a lien on devices that have come into the possession of the Group within the scope of the order. If the Customer does not redeem the device sent to them by cash on delivery, does not accept it or it cannot be delivered to them, the device will be sent to them again at their expense. If the second delivery attempt is also unsuccessful, the Group may, at its reasonable discretion, notify the Customer of the sale of the device, stating the reason for the sale, place the device in storage for a fee, or scrap or recycle it after one year.
- (2) The Group is also entitled to sell the device by private sale.
- (3) The right to private sale, disposal or scrapping also applies if the notification to be made by the Group pursuant to paragraph 1 cannot be delivered to the Customer at the address included in the order or if the Customer has not informed the Group of a change of address or no address was included in the service order.

§ 9 Warranty

- (1) If a repair service provided by the Group is defective, the Customer may request subsequent performance within a reasonable period of time. Subsequent performance shall be carried out at the Group's discretion by remedying the defect or producing a new item. Replaced parts become the property of the Group without compensation.
- (2) Operating errors, damage caused by improper use, storage or interference by third parties are not covered by the warranty.
- (3) Warranty claims on the part of the Customer only exist if they have properly complied with their obligations to examine and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). The warranty period shall be 1 year. Excluded from this are claims by the Customer

General Terms and Conditions for Servicing and Repair Services

of KOMSA Group, Version 06 / 2024

arising from product liability, in the event of willful intent and physical injury or damage to health or loss of

life attributable to the Group, in the event of non-fulfillment of independent warranties, and if the Group is guilty of fraudulent intent.

- (4) Complaints about defects must be sent to the Group with a comprehensible description of the error symptoms. The description must be in writing.
- (5) If the Customer is responsible for the fault or defect or if a fault or defect reported by the Customer does not exist, the Group is entitled to demand reimbursement from the Customer for the costs incurred in remedying the defect or attempting to remedy the defect.
- (6) The Group's warranty does not extend to defects caused by external influences or by non-compliance with the terms of use specified for the use of the Group's object of performance. It shall not apply if the Customer modifies the object of performance or has it modified by third parties without the consent of the Group, unless the Customer proves that the defects were not caused by such modifications and that the remediation of the defects is not unreasonably made more difficult by the modification.
- (7) The Group may refuse subsequent performance until the Customer has paid the Group the agreed fee, less a portion corresponding to the economic significance of the defect or the warranted quality.
- (8) The Customer has the right to withdraw from the contract or to demand a reduction in the fee after setting a reasonable deadline for subsequent performance and after refusal or failure of subsequent performance. The Customer's right to compensation is excluded. Failure of subsequent performance occurs at the earliest after two unsuccessful attempts to remedy the defect. In other respects, the following limitation of liability shall apply in accordance with § 13.

§ 10 Contractual Right of Withdrawal

- (1) The Group has the right to withdraw from the contract in any of the following cases:
 - (a) in the event of force majeure events, labor disputes, natural disasters and similar occurrences, insofar as these make it significantly more difficult or impossible for the Group to

render its services on more than just a temporary basis;

- (b) If the financial situation or creditworthiness of the Customer has deteriorated significantly after the conclusion of the contract, in particular if an application for the opening of insolvency proceedings has been filed;
 - (c) in the case of incorrect information from the Customer about its financial situation or creditworthiness that seriously jeopardizes the purpose of the Agreement;
 - (d) In the event of the Customer's breach of contract and transactions by the Customer that violate common decency or constitute unfair practices.
- (2) In the event of partial or temporary impossibility, the contract can be adapted to the changed conditions by mutual agreement.
 - (3) Due to impossibility for which the Customer is responsible or due to withdrawal from the contract due to statutory or contractual rights of withdrawal, the Group shall be entitled to lump-sum compensation of 25% of the respective contractual fee, unless the Customer proves that the damage is less. The Group is free to prove greater damage.

§ 11 Assignment, Offsetting, Right of Retention

- (1) The Group is entitled to transfer the claims and obligations arising from the business relationship with the Customer to third parties, provided this does not jeopardize the purpose of the contract.
- (2) The Customer may only assign the claims to which they are entitled to third parties with the prior written consent of the Group, unless the claim is for money.
- (3) The Customer may only offset the Group's claims against undisputed or legally established claims.
- (4) The Customer shall only be entitled to assert a right of retention because of counterclaims arising directly from the respective contractual relationship. In other respects, the Customer can only exercise a right of retention due to counterclaims against the Group if these counterclaims are undisputed or have been legally established.

§ 12 Group Offsetting Clause

- (1) The term "KOMSA Companies" includes all affiliated companies of KOMSA AG in accordance with Sections

General Terms and Conditions for Servicing and Repair Services

of KOMSA Group, Version 06 / 2024

15 et seqq. of the German Stock Corporation Act (AktG).

- (2) The Group is entitled to offset all claims to which it is entitled against the Customer with all claims that the Customer, for whatever legal reason, has against others companies affiliated with KOMSA AG pursuant to Sections 15 et seqq. AktG.
- (3) In the event of multiple claims, the Customer waives the right to object to our determination of the claims to be offset (cf. Section 396, para. 1, sentence 2 BGB).
- (4) A list of all companies affiliated with KOMSA AG pursuant to Sections 15 et seqq. AktG can be found in the current annual report, which is published in accordance with commercial law provisions or sent to the Customer by the Company on request.

§ 13 Liability

- (1) The liability of the Group is restricted to intent and gross negligence. Liability for the lack of an assumed guarantee, due to malice, under product liability law and for damage to life, body or health remains unaffected.
- (2) Liability for data protection violations under Article 82 GDPR is excluded from this provision. The data protection rules in § 14 shall apply here.
- (3) Also unaffected is liability for breaches of obligations, the fulfillment of which enables the proper implementation of this Agreement in the first place, and upon the fulfillment of which the Customer regularly relies and may rely. However, the amount of this liability is limited to the damage that was foreseeable and typical for the Agreement when the Agreement was concluded.
- (4) The same applies to breaches of duty by our vicarious agents.
- (5) The Customer is obliged, in accordance with their own security needs, to create and store backup copies of the data that the Customer has stored or processed on their device or on the accessories. The Group shall not be liable for the loss of data to the extent that the damage is due to the Customer failing to carry out data backups and thereby ensuring that lost data can be restored with reasonable effort.
- (6) The Customer's claims shall expire one year after delivery of the goods or acceptance of the work.

- (7) To the extent that the Group provides access to other websites through links, the Group is not responsible for the third-party content contained therein. The Group does not claim ownership of third-party content. The provider of the respective linked page is liable for the contents of the external websites and for any resulting damage, not the party who refers to this publication via links. Should we become aware that these pages contain illegal content, the Group will block access immediately.

§ 14 Data Protection, Credit Check

- (1) If the device content data on the device has not been erased and is required to execute the order (in particular to reconstruct an error or for data backup), personal data must be processed by the Group as part of the execution of the order.
- (2) By placing the order, the Customer declares that they are authorized to use the device provided and the data stored there.
- (3) The Group and the Customer mutually undertake to observe the statutory provisions on data protection in the execution of the contractual relationship, to impose compliance with these provisions on their employees and to prove compliance with this obligation upon request in the form required pursuant to the statutory provisions.
- (4) The Group reserves the right to check the creditworthiness and identity of the customer in individual cases. Should we render advance performance (e.g. delivery on account), we reserve the right to carry out a credit check on the basis of mathematical-statistical procedures in order to safeguard our legitimate interest in determining the solvency of our customers. We shall transmit the personal data required for a credit check in accordance with point (f) of Article 6 (1) GDPR to the following service provider: CRIF GmbH, Leopoldstrasse 244, 80807 Munich.
- (5) Further partners:
CRIF Bürgel-Chemnitz Richter GmbH & Co. KG,
Zwickauer Str. 74, 09112 Chemnitz
Creditsafe Deutschland GmbH, Schreiberhauerstr. 30,
10317 Berlin
Dun & Bradstreet Deutschland GmbH, Robert-Bosch-
Str. 11, 64293 Darmstadt

General Terms and Conditions for Servicing and Repair Services

of KOMSA Group, Version 06 / 2024

Euler Hermes Deutschland, Branch of Euler Hermes SA, Gasstrasse, 22761 Hamburg

The Customer can object to this processing of data at any time by sending a message to the controller of the data processing or to the aforementioned credit agencies. However, the Group may still be entitled to process the personal data if this is necessary for the contractual

payment processing.

- (6) The Customer and the Group mutually undertake to either destroy the data collected in connection with the respective business relationship and/or company-specific information that has come to their attention after the business relationship has ended and to destroy it after the expiry of the retention periods in accordance with data protection regulations.
- (7) The liability under Article 82 GDPR is limited to intentional and grossly negligent violations of the applicable data protection law, unless this involves sensitive data within the meaning of Article 9 GDPR or the data protection is an essential contractual purpose according to the intent of the Parties.

§ 15 Final Provisions

- (1) Events of force majeure that make it significantly more difficult or impossible for a contracting party to fulfill an obligation or duty in good time shall entitle the affected contracting party to postpone the fulfillment of this obligation or duty for the duration of the hindrance and a reasonable start-up period. Industrial disputes in the companies of the contracting parties or industrial disputes in third-

party companies and similar circumstances which directly or indirectly affect the contracting parties are equivalent to force majeure.

This applies in particular to delays in the rendering of performance by the Group if these result from missing preparatory work by its suppliers or vicarious agents.

- (2) The Group may use third parties, in particular affiliated companies, as vicarious agents in fulfilling its service obligations. The contractual obligations of the Group remain unaffected.
- (3) The Customer is obliged to inform the Group of all changes that relate to their person and are relevant to the order without undue delay.
- (4) All legal relations between the Group and the Customer are governed by the laws of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG United Nations Convention on Contracts for International Sale of Goods of 11 April 1980).
- (5) These GTC are drawn up in English and German. In case of inconsistencies between the versions or ambiguities regarding the content or meaning of provisions of this contract, the German version shall prevail.
- (6) The registered office of KOMSA AG in 09232 Hartmannsdorf is agreed as the exclusive place of jurisdiction for disputes arising from this contract, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law. The same applies if the Customer does not have a general place of jurisdiction, residence or habitual abode in the Federal Republic of Germany at the time of filing the action or if such a place is not