

General Terms and Conditions (GTC) of Eleven Dynamics Deutschland GmbH

As of: May 1, 2025

§1 Scope of Application

1. These sales conditions apply exclusively to business relationships between Eleven Dynamics Deutschland GmbH, Isarstrasse 1, 83026 Rosenheim (hereinafter referred to as "we," "us," or "Eleven Dynamics") and entrepreneurs, legal entities under public law within the meaning of § 14 BGB or special funds under public law within the meaning of § 310 paragraph 1 BGB (hereinafter referred to as "Orderer" or "Customer"). We only recognize conflicting or deviating conditions of the Orderer if we expressly agree to their validity in writing.
2. These sales conditions also apply to all future transactions with the Orderer, provided they involve related legal transactions (as a precaution, the sales conditions should be attached to the order confirmation in any case).
3. Individual agreements made with the buyer (including ancillary agreements, supplements, and changes) take precedence over these sales conditions in any case. In the case of renewals as described in §1, item 3, previously made agreements (e.g., discounts) do not automatically continue but must be renegotiated in case of doubt. The content of such agreements is determined, subject to proof to the contrary, by a written contract or our written confirmation.

§2 Offer and Conclusion of Contract

1. If an order is to be regarded as an offer according to § 145 BGB, we can accept it within two weeks.

§3 Provided Documents

1. We reserve ownership and copyright rights to all documents provided to the Orderer in connection with the order placement – even in electronic form – such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we expressly grant the Orderer our written consent. If we do not accept the Orderer's offer within the period specified in § 2, these documents must be returned to us immediately.

§4 Prices

1. Unless otherwise agreed in writing, our prices are ex works, exclusive of packaging, delivery, transport insurance, customs, and travel, accommodation, and meal costs of employees during customer visits (hereinafter referred to as travel costs) and plus VAT at the applicable rate. Packaging costs will be invoiced separately. Transport costs, transport insurance, and customs duties are regulated under §10, travel costs under §5.
2. Payment of the purchase price must be made exclusively to the account specified by us. The deduction of discounts is only permitted with a special written agreement.
3. Unless a fixed price agreement has been made, reasonable price changes due to changes in wage, material, and distribution costs for deliveries occurring 3 months or later after the conclusion of the contract are reserved.

§5 Travel Costs

1. All travel costs incurred in connection with customer visits for order fulfillment are generally to be borne by the customer.

2. Travel costs include: costs for means of transport, including but not limited to tickets, fuel costs, and parking fees; costs for meals incurred during the trip; costs for accommodations required during the trip. Flat rates may be agreed upon in writing.

3. The mentioned travel costs may be invoiced separately or included with the ordered service and/or product.

§6 Payment and Default of Payment

1. Due date: Invoices from Eleven Dynamics are to be paid in full within 30 days of the invoice date unless otherwise agreed in writing or the invoice specifies a different due date. If the invoice date significantly differs from the shipping date of the invoice, the invoice is to be paid 30 days after shipping.

2. Two days after the due date, a first reminder will be sent without additional charge. From this point on, the Orderer is considered in default of payment. Ten days after the due date, a reminder fee of €40.00 will be charged according to § 288 BGB.

3. After 20 days from the due date, in accordance with § 288 BGB, in addition to the reminder fee of €40.00, a default interest of 9% per annum will be charged from the date of default (the date of the first reminder). The default interest will be calculated on the net amount of the outstanding invoice, excluding the reminder fee, on an annual basis of 360 days. If the Orderer still fails to make payment, the default interest will be recalculated every 10 days and sent to the Orderer.

4. If the invoice remains unpaid 90 days after the due date, we reserve the right to notify a collection agency to recover the outstanding claims. The costs incurred in this process will be borne entirely by the Orderer. If the original invoice amount is paid without any outstanding and invoiced reminder fees and/or default interest, the invoice is still considered unpaid.

5. In the event of a default of payment exceeding ten (10) days from the due date, Eleven Dynamics may, to the extent permitted by law, suspend the provision of services for all service or product offerings (especially the deactivation of active licenses), take further measures to prevent increasing damage, and/or terminate the contract without notice and compensation.

§7 Transaction and Bank Fees

1. All bank and other transaction fees incurred in connection with payments from the Orderer are to be borne by the Orderer.

2. The Orderer agrees to cover the incurred fees to ensure smooth processing of the payment.

§8 Right of Retention

1. The Orderer is only entitled to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

§9 Delivery Time

1. The start of the delivery time specified by us requires the timely and proper fulfillment of the Orderer's obligations. The objection of non-fulfillment of the contract remains reserved.

2. If the Orderer is in default of acceptance or culpably violates other cooperation obligations, we are entitled to demand compensation for the damage incurred, including any additional expenses. Further claims remain reserved. If the above conditions are met, the risk of

accidental loss or deterioration of the purchased item passes to the Orderer at the time they are in default of acceptance or debtor default.

3. In the event of a delivery delay not caused by us intentionally or through gross negligence, we are liable for each completed week of delay within the framework of a flat-rate compensation for delay amounting to 1.5% of the delivery value, but not exceeding 6% of the delivery value.

4. Further statutory claims and rights of the Orderer due to a delivery delay remain unaffected.

§10 Transport Costs and Customs Duties

1. The transport costs incurred in connection with the delivery of the goods are to be borne by the Orderer unless otherwise agreed in writing.

2. If transport insurance costs are not explicitly included in our offer to the Orderer or are not otherwise documented in writing, all insurance costs related to the delivery and transport of the ordered goods shall be borne by the Orderer.

3. Customs duties and other charges incurred in connection with the import of the goods are also to be borne by the Orderer unless otherwise agreed in writing.

§11 Transfer of Risk in Shipment

1. If the goods are shipped at the Orderer's request, the risk of accidental loss or deterioration of the goods passes to the Orderer upon dispatch, at the latest upon leaving the factory/warehouse. This applies regardless of whether the shipment of the goods occurs from the place of performance or who bears the freight costs.

§12 Retention of Title

1. We retain ownership of the delivered goods until full payment of all claims arising from the delivery contract. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to reclaim the purchased item if the Orderer behaves contrary to the contract.

2. The Orderer is obliged to treat the purchased item with care as long as ownership has not yet passed to them. In particular, they are obliged to insure it at their own expense against theft, fire, and water damage to its new value (Note: only permissible when selling high-quality goods). If maintenance and inspection work must be carried out, the Orderer must perform this at their own expense in a timely manner. As long as ownership has not yet passed, the Orderer must notify us immediately in writing if the delivered item is seized or otherwise subjected to third-party interventions. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit according to § 771 ZPO, the Orderer is liable for the loss incurred by us.

3. The Orderer is entitled to resell the retained goods in the normal course of business. The claims against the purchaser from the resale of the retained goods are hereby assigned to us in the amount of the final invoice amount agreed with us (including VAT). This assignment applies regardless of whether the purchased item is resold without or after processing. The Orderer remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the Orderer fulfills their payment obligations from the collected proceeds, is not in default of payment, and in particular, no application for the opening of insolvency proceedings has been filed or a payment suspension exists.

4. The processing or transformation of the purchased item by the Orderer always occurs in our name and on our behalf. In this case, the Orderer's right of ownership in the purchased item continues in the transformed item. If the purchased item is processed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the objective value of our purchased item to the other processed items at the time of processing. The same applies in the case of mixing. If the mixing occurs in such a way that the Orderer's item is to be regarded as the main item, it is agreed that the Orderer transfers proportional co-ownership to us and that the resulting sole ownership or co-ownership is held for us. To secure our claims against the Orderer, the Orderer also assigns to us such claims that arise from the connection of the retained goods with a property against a third party; we accept this assignment now.

5. We undertake to release the securities to which we are entitled at the Orderer's request, provided their value exceeds the secured claims by more than 20%.

§13 Warranty and Liability for Defects, Recourse, Manufacturer's Recourse, Impartiality, Confidentiality, and Declaration of Conformity

1. Warranty rights of the Orderer require that they have duly fulfilled their inspection and complaint obligations according to § 377 HGB.

2. Claims for defects expire 12 months after delivery of the goods supplied by us to our Orderer. For claims for damages in cases of intent and gross negligence as well as in cases of injury to life, body, and health, which are based on an intentional or negligent breach of duty by the user, the statutory limitation period applies. To the extent that the law prescribes longer periods according to §438 Abs. 1 Nr. 2 BGB (buildings and items for buildings), §445 b BGB (recourse claim), and §634a paragraph 1 BGB (construction defects), these periods apply. Our consent must be obtained before any return of the goods.

3. If, despite all due care, the delivered goods exhibit a defect that was already present at the time of the transfer of risk, we will, at our discretion and subject to timely notification of defects, either remedy the defect or deliver replacement goods. We must always be given the opportunity to fulfill our obligations within a reasonable period. Recourse claims remain unaffected by the above regulation.

4. If the subsequent performance fails, the Orderer may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration.

5. Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or deterioration, as well as in the case of damage that occurs after the transfer of risk due to improper or negligent handling, excessive strain, unsuitable operating resources, defective construction work, unsuitable building ground, or due to special external influences that are not assumed under the contract. If the Orderer or third parties carry out improper repair work or modifications, there are also no claims for defects for these and the resulting consequences.

6. Claims of the Orderer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor, and material costs, are excluded to the extent that the expenses increase because the goods delivered by us have been subsequently transported to a location other than the Orderer's premises, unless the transport corresponds to their intended use.

7. Recourse claims of the Orderer against us exist only to the extent that the Orderer has not made any agreements with their purchaser that go beyond the legally mandatory claims for defects. The extent of the Orderer's recourse claim against the supplier also applies accordingly to paragraph 6.

8. Eleven Dynamics and in particular its laboratory staff are committed to the principles of impartiality in all their actions. Impartiality is a central component of the corporate philosophy and is understood as the existence of objectivity. All staff of Eleven Dynamics are informed about the necessity of the policy of impartiality, are aware of it, understand it, and are obliged to act impartially, as long as a threat to impartiality becomes known. Threats or conflicts of interest are immediately reported by the staff of Eleven Dynamics to the management. Orders related to impartiality will not be accepted.

9. Eleven Dynamics and the Orderer are committed to maintaining confidentiality for all information provided in the context of the business relationship, regardless of the form. Eleven Dynamics also undertakes to impose the same confidentiality obligations on all third parties involved in fulfilling its services and, if necessary, to disclose the contents of the order and other (confidential) documents and information provided in the context of the order to third parties only with the consent of the respective other contracting party.

10. The laboratory of Eleven Dynamics makes no statements regarding accreditation or conformity. This applies to both the non-accredited area.

§14 Miscellaneous

1. This contract and all legal relationships of the parties are subject to the law of Germany, excluding the UN Sales Convention (CISG).

2. The place of performance and exclusive jurisdiction for all disputes arising from this contract is our business location, unless otherwise stated in the order confirmation.

3. All agreements made between the parties for the execution of this contract are recorded in writing in this contract.

4. Should a court declare a part, section, item, or paragraph of these GTCs invalid or partially invalid, this shall not affect the other parts, sections, items, or paragraphs that have not been explicitly declared invalid or partially invalid and shall therefore remain in effect.

5. Eleven Dynamics reserves the right to change these GTCs at any time. In the event of changes, the customer will be notified in writing via email. By concluding or renewing a license or another service or product offering from Eleven Dynamics (e.g., annual costs for license usage) that occurs after the notification, the Orderer accepts the changes to the GTCs.

Created on March 31, 2024 Hanna Obermeier, Marketing Manager
Change: May 1, 2025 Marik Fluri, CFO

Note: The original terms and conditions are written in German, and in case of any conflict, the German version shall prevail.