

General Terms and Conditions of Sale and Delivery

§ 1 General Information, Scope of Application

- (1) The following Terms and Conditions of OCTOPORT GmbH apply to all business transactions that OCTOPORT conducts with Customers.
- (2) Deviating regulations or conflicting General Terms and Conditions are rejected. Regulations that deviate from these GTC shall only become effective with the express agreement of a representative of OCTOPORT authorised to manage the business and the respective Customer.
- (3) The GTC in their respective current version at the time of the order shall also apply to future orders, even if they have not been expressly agreed again.

§ 2 Conclusion of Contract

- (1) Individual, written offers are binding, taking into account the additional contractual conditions stated therein. After acceptance of the offer, the Customer shall receive a corresponding order confirmation. Unless otherwise stated, acceptance must be declared within 14 calendar days.
- (2) OCTOPORT is not obliged to check data provided by the Customer (specifications, dimensions, samples etc.), materials or the suitability of the goods ordered for the Customer's purposes.
- (3) Correspondence that is not reflected in the written order confirmation shall not become part of the contract. This must be checked by the Customer immediately upon receipt and any concerns regarding the content of the contract must be notified in writing. In this case, OCTOPORT shall be entitled to adjust the price unilaterally in accordance with § 315 BGB (German Civil Code) in the event of changes in dimensions etc., if necessary.

§ 3 Prices

- (1) The prices quoted are generally exclusive of the statutory value added tax applicable at the time.
- (2) Additional services and special agreements always require a separate written statement and are charged separately. These include in particular services at the Customer's premises or the assembly of other goods.
- (3) Unless otherwise agreed, deliveries shall be made against a lump sum for packaging and shipping costs, the exact amount of which shall be shown separately with each delivery.

§ 4 Terms of Payment

Within the scope of written offers according to § 2 (1), the terms of payment according to the offer apply. Unless otherwise agreed, a down payment of 50% of the order amount is due with the order confirmation. OCTOPORT shall be entitled to refuse to process the order until the down payment has been received. Otherwise the statutory provisions shall apply.

§ 5 Terms of Delivery / Default of Acceptance

- (1) Unless otherwise agreed, the goods are to be collected by the Customer from OCTOPORT's at the place of business.
- (2) If delivery of the goods has been agreed, this shall be effected by dispatch from the supplier's warehouse on behalf of OCTOPORT or directly by OCTOPORT to the delivery address provided by the Customer. OCTOPORT is entitled to make partial deliveries.
- (3) The availability of the goods and the time of dispatch are determined by the individual contractual agreement between OCTOPORT and the Customer. This information refers to the time of dispatch by OCTOPORT, not the time of receipt by the Customer. Information on delivery dates is not binding unless this has been promised bindingly and in writing by way of exception. Every delivery is subject to the proviso that OCTOPORT itself is supplied on time and in the proper manner; the following paragraphs apply.
- (4) Should an article ordered by the Customer, contrary to expectations, not be available despite timely disposition, for reasons for which OCTOPORT is not responsible, OCTOPORT is entitled to withdraw from the contract. OCTOPORT shall inform the Customer immediately of such unavailability and, in the event of withdrawal, shall reimburse the Customer immediately for any payments already made.
- (5) OCTOPORT shall not be liable for damages if OCTOPORT is responsible for a delay in delivery or if delivery is impossible and this is not due to intent or gross negligence. The Customer reserves the right to make further claims.
- (6) If delays in delivery are due to reasons for which OCTOPORT is not responsible (force majeure, fault of third parties, etc.) the delivery period shall be extended accordingly. The Customer shall be informed immediately. If the causes of the delay last longer than four weeks after the conclusion of the contract or the delivery date, each party shall be entitled to withdraw from the contract.
- (7) The statutory provisions shall apply to the transfer of risk. As a rule, the risk of accidental deterioration or accidental loss shall pass to the Customer when the goods are handed over to the Customer.
- (8) The place of performance is OCTOPORT's place of business.

§ 6 Retention of Title

- (1) The goods ordered remain the property of OCTOPORT until full payment has been received.
- (2) Prior to transfer of ownership, the goods may not be resold, leased, pledged, transferred by way of security, processed, otherwise disposed of, or transformed without OCTOPORT's express written consent.

§ 7 Warranty / Withdrawal

- (1) The Customer's claims against OCTOPORT in the event of defects shall be based on the statutory provisions within the statutory time limits unless deviations arise from the following provisions. For the transfer of risk § 5 (7) these General Terms and Conditions shall apply.
- (2) Warranty is excluded for the purchase of used goods.
- (3) In the event of obvious defects and transport damage the Customer is requested to report these to OCTOPORT immediately and to make a note of the complaints on the consignment note upon delivery. In doing so, the Customer shall facilitate the assertion of any claims OCTOPORT may have against its suppliers or the transport company. If the Customer is a consumer, failure to do so will not affect any warranty claims. For merchants § 377 HGB applies.
- (4) Any guarantees on materials etc. are independent guarantee declarations of the respective suppliers/manufacturers and do not constitute a claim against OCTOPORT unless expressly agreed otherwise.
- (5) If it is a contract for the delivery of a movable item to be newly manufactured and no consumer is involved in the contract, the Customer's claim for subsequent performance is limited to the elimination of the defect. This shall not affect the Customer's right to reduce the purchase price or to withdraw from the contract if the subsequent performance fails.
- (6) The place of performance for subsequent performance is OCTOPORT's place of business. You are therefore obliged to send the item in question to OCTOPORT's place of business when requesting subsequent performance. In accordance with § 439 para. 2 BGB (German Civil Code) OCTOPORT is obliged to indemnify the Customer from corresponding transport costs if a defect actually exists. However, this obligation is limited to the costs of standard transport from/to the delivery address of the contract, in the case of foreign deliveries to the German border. Dispatch has to be coordinated with OCTOPORT in advance. OCTOPORT is entitled to arrange transport itself.

§ 8 Liability

- (1) OCTOPORT shall only be liable for intent and gross negligence.
- (2) In the event of death, injury to health or bodily injury and in the event of breach of material contractual obligations OCTOPORT shall be liable in accordance with statutory provisions. Liability under the provisions of the German Product Liability Act shall also remain unaffected.
- (3) Liability is otherwise excluded.

§ 9 Set-off / Right of Retention

The Customer shall not be entitled to offset his own claims that do not result from the same legal transaction against OCTOPORT's payment claims or to exercise a right of retention unless the Customer's claims are undisputed or have been legally established.

§ 10 Copyrights

The documents prepared by OCTOPORT (drawings, models, drafts, calculations etc.) are protected by copyright. Upon delivery, OCTOPORT grants the Customer a simple, non-exclusive, and non-transferable right of use. The transfer to third parties or reproduction is only permitted with OCTOPORT's consent.

§ 11 Final Provisions

- (1) Should one or more provisions of these GTC be invalid, this shall not result in the invalidity of the entire contract. The ineffective provision shall be replaced by the relevant statutory provision.
- (2) If the Customer is a merchant, legal entity under public law or special fund under public law, Bremen shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same shall apply if the Customer does not have a general place of jurisdiction in Germany, if the Customer has moved his place of residence or habitual abode abroad after conclusion of the contract or if his place of residence or habitual abode is unknown at the time of filing a suit.
- (3) German law shall apply to the conclusion and execution of all contracts with OCTOPORT. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

As of: September 2020