General Terms and Conditions of Catchup Applications KG
– 30.08.2021 –

Preamble

Catchup Applications KG (hereinafter “We”) develops and markets mobile applications for use over networks and the internet. Additionally, we provide services in the field of consulting and support for IT projects, as well as the rental of mobile applications.
The following Terms and Conditions apply to all services provided by Catchup Applications KG.

I. Scope of Application

1. These Terms and Conditions apply to all current and future contracts with entrepreneurs, legal entities under public law, and public law special assets for the delivery of goods and other services, including the delivery of non-representable goods and programs, as well as the provision of services. These Terms and Conditions do not apply to consumers.
2. Deviating or supplementary terms and conditions of the purchaser shall not become part of the contract. The inclusion of such supplementary terms and conditions is expressly rejected. Inclusion shall only occur if we have explicitly agreed to their validity individually or in writing.

II. Conclusion of Contract

1. Our offers are generally non-binding. Oral agreements, promises, assurances, and/or guarantees made by us or our employees, even in connection with the conclusion of the contract, will only become binding upon our written or text-form confirmation.
2. If we attach documents to an offer, such as screenshots, drafts, illustrations, drawings, workflows, or performance specifications as examples, they are to be understood as approximately decisive unless we have explicitly labeled them as binding in writing or in text form. We reserve the right to make changes as long as these changes do not fundamentally alter the subject matter of the contract and do not restrict or invalidate the contractual purpose of the delivery or service in an unreasonable manner for the customer. An order is only considered accepted by us when it has been confirmed by us in writing, by telecommunication, or in text form. The confirmation is also considered to be the receipt of the delivery note by the customer or the commencement of the service to be provided by us.

III. Prices

1. The prices quoted by us are net prices.
2. If we specify prices in offers, they are explicitly stated as either fixed prices or prices based on effort. For the provision of services and consulting, our services are

regularly billed based on effort. The costs of the effort calculation are derived from our current service price list, which is part of the contract.

3. The prices we provide, unless expressly agreed or promised in writing or in text form, are exclusive of packaging costs, transport costs, insurance expenses, possible bank and payment transaction fees, as well as installation costs, storage space availability, and any network access fees. Additionally, they are exclusive of any expenses such as travel and accommodation costs, if these are deemed necessary and reasonable for the provision of our services.
4. If we have entered into a maintenance, update, service, or rental agreement with the customer, we are entitled to adjust prices in accordance with the price adjustment clause outlined below.

IV. Price Adjustment for Ongoing Obligations

1. If we have entered into a maintenance, support, rental, or consulting agreement with the customer, we are entitled to adjust the prices agreed upon at the start of the contract if the conditions set forth below are met. Price adjustments may first occur after a period of 12 months from the start of the ongoing contractual relationship.
2. The price adjustment will be communicated to the customer in writing with a notice period of at least three months before the end of a calendar month.
3. The extent of the price increase will be determined at our discretion.
4. The customer is free to object to the price adjustment within a period of no more than four weeks after receiving the notice of the increase. The objection must be communicated to us in writing or in text form.
5. After receiving an objection, we will decide whether the contract should continue under the previous terms, whether a renegotiation of our price increase request will take place, or whether the contract will be terminated when the price increase is due to take effect. We will notify the customer in writing or in text form within a period of another four weeks.
6. If a price increase request is rejected by the customer and there is still a remaining term of the original contract, the contract will be carried out under the previous terms until the end of the remaining term. At the end of the remaining term, the contract will be terminated without the need for a new termination.
7. If no objection is made against our request for an increase, the increased fees will take effect at the end of the notice period and will apply to the contractual relationship from that point onward.

V. Payments and settlements

1. Unless otherwise agreed or specified in our invoices, the invoiced amount is due for immediate payment without any deductions. Payment must be made in such a way that we can dispose of the amount on the due date. The customer shall bear the costs of the payment transaction.

2. Unless otherwise agreed, any monthly costs become due as soon as the provision of the owed service has been reported and the acceptance provisions (Section XV.) have been fulfilled. This also applies particularly if the customer's cooperation obligations have not yet been fully met.
3. If a payment deadline is specified on our invoice, the customer will be in default if the payment is not made by the end of the last day of the specified payment term. Additionally, the customer will be in default no later than 30 days after receiving the invoice, unless there are reasons that lead to an earlier default (as mentioned above).
4. If the payment deadlines are exceeded, the customer will be in default no later than 30 days after receiving our invoice. From this point on, we will charge default interest of 10 percentage points above the base interest rate, unless we can prove a higher loss due to interest. The assertion of further default damages is expressly reserved, as is the assertion of any other rights and claims to which we are entitled.
5. If, after the conclusion of the contract, it becomes apparent that our payment claims are at risk due to the customer's lack of solvency, or if the customer falls into arrears with a significant amount or other circumstances arise that suggest a substantial deterioration in the customer's ability to pay after the conclusion of the contract, we are entitled to the rights under § 321 of the German Civil Code (BGB) (right of objection due to uncertainty). We are then also entitled to make all outstanding claims from the ongoing business relationship with the customer due immediately.
6. A set-off of our payment claims with claims of the customer is only possible if the claims are either acknowledged by us or have been determined by a court. Set-off with claims that are not due or are not acknowledged by us or have not been determined by a court is excluded.

VI. Execution of Delivery, Delivery Deadlines, and Dates

1. Delivery times are generally approximate. This only changes if a delivery time or delivery date has been explicitly confirmed by us in writing or text form. If a delivery time is agreed upon based on periods, the delivery time will begin only when the customer has clarified all required contributions, both commercially and technically, to us, and the customer has fulfilled their cooperation obligations, such as providing necessary official certificates or approvals or making a down payment (if agreed). If the customer has not provided the required contributions, the delivery time will begin only once all contributions have been made by the customer. This does not apply if the delay is caused by our fault.
2. A delivery or performance deadline is considered met if, by the agreed date, we inform the customer or notify them that we are ready to perform and have taken the necessary steps to ensure that the providers can make the corresponding app available in their app stores.

3. In principle, we are entitled to provide partial services, which we can also invoice separately. The provision of partial services is only excluded if the ordered service can only be used as a whole.
4. Delivery periods shall be reasonably extended in the event of labor disputes, particularly strikes and lockouts, as well as in the event of unforeseen obstacles beyond our control and sphere of influence, provided such obstacles demonstrably have a significant impact on the production or delivery of the contractual item. This also applies if such circumstances arise at upstream suppliers. We will inform the customer of such circumstances without delay. These provisions apply accordingly to delivery deadlines.

VII. Transfer of Risk and Delivery acceptance

1. The risk of loss shall pass to the customer at the latest upon dispatch of the products to be delivered; this also applies if we exercise our right to make partial deliveries, regardless of whether we bear the shipping costs or handle the transport of the deliverables. By way of derogation, where mandatory statutory provisions require formal delivery acceptance, such delivery acceptance shall be decisive for the transfer of risk. Delivery acceptance must be carried out in accordance with the conditions set out below — either immediately on the agreed acceptance date or, failing that, without delay following notification of the deliverables being ready for acceptance.
2. If the dispatch of the products to be delivered by us is delayed or does not take place, or if delivery acceptance is delayed due to circumstances for which we are not responsible, the risk shall pass to the customer on the day we notify them of readiness for dispatch or delivery acceptance.

VIII. Warranty, Deficiencies

1. The warranty period is one year from delivery or, if acceptance is required, from the date of acceptance. This period does not apply to claims for damages by the customer arising from injury to life, body, or health, or from intentional or grossly negligent breaches of duty by the seller or its agents. In such cases, the statutory limitation periods shall apply.
2. The delivered services/products must be carefully inspected without delay upon delivery to the customer or a third party designated by them. With regard to obvious defects or other defects that would have been identifiable through prompt and diligent inspection, the services/products shall be deemed accepted unless a written or electronically transmitted notice of defect is received by us within 7 working days of delivery. For other defects, the services/products shall be deemed accepted unless the notice of defect is received by us within 7 working days of the date on which the defect became apparent; however, if the defect was already recognizable to the customer under normal use at an earlier point in time, then this earlier point in time shall be decisive for the beginning of the notification period. The inspection and

notification obligations in accordance with the German Commercial Code (HGB) shall expressly apply.

3. In the event of defects in the delivered services, we are entitled to choose, within a reasonable period, whether to remedy the defect by repair or by replacement delivery. As part of the defect remedy, we are also entitled to provide a workaround solution that allows the use of the product. If the remedy attempt we have chosen fails at least twice, or if it is impossible, unreasonable, refused, or delayed unreasonably, the customer may withdraw from the contract or reduce the price appropriately.
4. If a defect is caused by our fault, the customer may, subject to the liability limitations outlined in these terms and conditions (see below), claim damages, provided certain conditions are met.
5. The warranty is void if the customer modifies the service/product without our consent and/or allows third parties to do so, and the defect correction becomes impossible or unreasonably difficult as a result. In any case, the customer must bear the additional costs arising from such modifications concerning the defect correction. This particularly applies if the customer makes changes to products or services created by us, especially to software created by us, without approval, or allows third parties to do so, unless the customer can prove that their unauthorized intervention did not cause the defect or did not make the defect correction more difficult.
6. If we provide services as a service or consulting service, the warranty is generally excluded due to the contractual nature of the service. In the event of providing consulting/services, we will deliver the services we promised to the best of our knowledge and belief, and with the necessary care required in the industry.

IX. Protection of Rights

1. We guarantee, in accordance with the following provisions, that the products we deliver are free from third-party intellectual property rights or copyrights. Each contracting party shall promptly notify the other party in writing if claims are made against them due to the infringement of such rights.
2. In the event that the product infringes a third party's intellectual property or copyright, we will, at our discretion and at our own expense, modify or replace the product in such a way that no third-party rights are violated, while ensuring that the product continues to fulfill the contractually agreed-upon functions, or we will provide the customer with the usage rights to the product by entering into a license agreement. If we fail to do so within a reasonable period, the customer is entitled to withdraw from the contract, reduce the purchase price appropriately, or terminate the rental agreement. Any claims for damages by the customer are subject to the liability limitations in accordance with the following section X of these General Terms and Conditions.
3. In the case of legal infringements caused by products supplied by us from other manufacturers, we will, at our discretion, assert our claims against the manufacturers

and suppliers for the invoices of the customer, or assign these claims to the customer. Claims against us in such cases exist only in accordance with the provisions related to warranty claims and liability, if the judicial enforcement of the aforementioned claims against the manufacturer and suppliers has been unsuccessful or, for example, due to insolvency, such legal action appears to be futile.

X. Liability in General, Compensation for Damages in Case of Fault

1. Our liability for damages, regardless of the legal grounds, including impossibility, delay, defective or incorrect delivery, breach of contract, violation of obligations during contract negotiations, and tortuous acts, is limited according to the following provisions, insofar as fault is involved.
2. We are not liable in the case of simple negligence by our organs, legal representatives, employees, or other agents, unless it involves a breach of essential contractual obligations. Essential contractual obligations are those concerning the timely delivery and installation of the performance object, its freedom from legal defects, as well as material defects that impair its function or usability more than negligibly, and advisory, protective, and custodial duties intended to enable the customer to use the product in accordance with the contract or to protect the customer's personnel, property, or life from significant harm.
3. As far as we are liable for damages according to these regulations, liability is limited to damages that we foresaw as a possible consequence of a breach of contract at the time of the contract conclusion or that we should have foreseen with the application of customary diligence. Indirect and consequential damages resulting from defects in the delivered product are also only compensable to the extent that such damages were typically expected in the normal use of the product.
4. In the case of liability for simple negligence, our liability for property damage and any resulting further financial losses is limited to an amount of €3,000,000.00 for personal injury and €500,000.00 for property damage per damage event, even if it concerns a breach of essential contractual obligations.
5. The above-mentioned exclusions and limitations of liability apply to the same extent for the benefit of the organs, legal representatives, employees, and other vicarious agents of our company.
6. To the extent that we provide technical information or offer advice, and such information or advice is not part of the services we are contractually obligated to provide, it is done free of charge and excludes any liability.
7. The limitation of this provision does not apply to our liability for intentional conduct, for guaranteed quality features, for injury to life, body, or health, or under the Product Liability Act, as well as potential liability under the Minimum Wage Act and other mandatory legal provisions.
8. In the event of damage, the customer must account for contributory negligence, which is based on the fact that the customer has not fulfilled their obligations to

cooperate in connection with the concluded contracts. The aforementioned co-liability also applies in cases where third parties, employees, and/or representatives of the customer, who were commissioned by the customer, violate cooperation obligations and/or where any other form of contributory negligence, which has contributed to or caused the damage, is assumed.

9. If, at the customer's request, we order services from third-party providers/subcontractors, our liability for any faults and warranty of the third-party provider is excluded. This exclusion applies in all cases where the customer has selected the subcontractor/third-party provider themselves. The aforementioned exclusion of liability does not apply if legal regulations impose mandatory liability on us.

XI. Retention of Title

1. Any performance and/or goods delivered by us remain our property until the full purchase price has been paid.
2. An extended retention of title is agreed, according to which the goods and services delivered by us remain our property until all claims arising from a business relationship have been fully settled. The customer is not authorized to dispose of the goods under our retention of title, regardless of the method. The goods may never be transferred to third parties as collateral in the course of regular business transactions. In consideration of the extended retention of title, any assignment to third parties, particularly to a financial institution, is generally contractually prohibited and inadmissible.
3. If the goods/services subject to retention of title are seized at the customer's premises, the customer is obliged to immediately inform us by sending a copy of the enforcement protocol and an affidavit stating that the seized goods/services are the ones delivered by us and are still subject to retention of title.
4. Exceptions to the retention of title shall apply only and exclusively if expressly stipulated in individual agreements.

XII. Set-off and Right of Retention

1. The customer is only permitted to offset with counterclaims if the counterclaims are undisputed by us or have been legally established against us. The customer may only assert a right of refusal or a right of retention if the counterclaims underlying the right of refusal/retention are exclusively based on the contract for which the retention is being exercised or if the claims are undisputed or legally established against us.

XIII. Obligations of the Customer to Cooperate

1. To ensure the appropriate and interest-driven preparation, planning, and execution of business transactions, the cooperation of the customer may be essential for us. Therefore, the customer is required to provide the following cooperation services in

a timely and complete manner, as necessary.
If problems arise due to the customer's failure to provide cooperation services, such as delays in delivery, additional costs, or in the worst-case scenario, the impossibility of fulfilling the contract, these consequences will be borne by the customer.
Depending on the contract to be concluded and/or concluded, the customer is obligated to provide the following cooperation services:

a) Unless otherwise agreed, the customer is obligated to create or have created a requirements specification (Pflichtenheft) for the preparation of a concrete offer. The customer must provide a detailed description of the service/product to be created, including the scope of services, content, and intended use.
b) The customer is obligated to specify the performance specifications they wish for the product and how they intend to use it when requesting an offer. These specifications should include, in particular, the precise definition of functions, accuracy, and any possible interfaces.
c) To use our services, the customer is obligated to provide the necessary technical requirements for usage. Regularly, our services can only be used on a computer, tablet, smartphone, or other end devices where the software we provide is or should be installed. In some cases, it may be necessary to establish and maintain an internet connection. The customer is therefore responsible for providing the technical requirements for using our services, including, where necessary, installing an internet browser, internet connection, operating system, plugins such as Java, and any required clients for using our app.
d) The customer is obligated to ensure that the aforementioned technical requirements are provided by all users intended by the customer to use our services. Otherwise, the use of our services may be impossible or only possible to a limited extent.
e) The customer shall bear the costs for providing all necessary technical equipment, in particular software and its use, as well as any costs incurred through the internet connection.
f) The customer shall ensure that we are able to install and commission the services to be provided by us, insofar as this is necessary and contractually owed. If on-site installation at the customer's premises is required, the customer must grant us or our personnel the necessary access to their IT systems and, if applicable, to their business premises.
g) The customer is obliged, where necessary, to grant our service, maintenance, and installation personnel unrestricted access to the premises where the service is to be performed.
h) If services—particularly in the areas of service, maintenance, and installation—are to be performed via remote maintenance, the customer agrees to conclude and implement a remote maintenance agreement, including any necessary data protection agreement. The customer is further obligated to set up and maintain the necessary technical infrastructure to enable remote maintenance, e.g., via the software "TeamViewer", from our company headquarters or any location of our choice within the European Union, on the customer's IT system.
i) The customer is obligated to appoint and designate in writing a trained and qualified

contact person for us or our personnel for the execution of any contract. The customer must ensure that this contact person is available for queries, the provision of information, and the fulfillment of cooperation obligations for the entire duration of the contract to a reasonable extent.
j) The customer is obligated to provide a similarly trained and qualified point of contact at their location during the on-site installation of our services. This contact person must be available to answer questions and provide information, particularly regarding the customer's IT infrastructure, throughout the installation process.
k) The customer is obligated, if necessary, to provide additional support staff, adequate power supply, as well as the required operating software and IT systems, insofar as these are necessary for the execution of the work owed by us.
l) The customer is obligated to independently and responsibly perform a complete data backup of their IT system prior to any service provided by us and to document the success of the backup. Data backup is not part of our service scope unless explicitly agreed otherwise.
m) Upon notification of readiness for acceptance, the customer is obliged to carry out the acceptance process without delay in accordance with the acceptance provisions outlined below.
n) The customer is required to fully review the operating instructions, assembly instructions, installation manuals, and all associated usage guidelines provided by us in relation to our products and services, and to use the products solely based on these documents. The customer must ensure that their employees are trained on the use of the products and services we provide, using the materials we have supplied.
o) If the customer fails to train the users of the ordered products and services, and as a result the use of our deliveries and services is not possible, the responsibility for this lies with the customer.
p) If the subject of the contract between the customer and us is the provision of software and/or apps, the customer is obligated to maintain written documentation—in text form or electronic form—of the licenses of our contractual software that they have acquired and are using. Upon our first request, the customer must provide this documentation, including details of the scope of use and the users, to us.
The above list of cooperation obligations is expressly not exhaustive. Depending on the contract concluded and the contractual services to be provided, further or other cooperation duties of the customer may be required.

2. If the products supplied by us are integrated into a network and/or controlled by computers connected to or integrated into a network, the customer is obligated to ensure data backup measures are taken. In this case, the customer must perform a full data backup immediately before the initial installation of our products, so that, in the event of data loss, the corresponding data can be promptly and cost-effectively restored.
3. If the customer fails to meet their obligations, we are entitled, but not obligated, to perform the actions that the customer is responsible for, at their expense, after setting a deadline. Furthermore, our statutory rights and claims remain unaffected,

meaning that after setting a grace period, we also have the option to terminate the contract if other conditions are met.

XIV. Special Provisions for Consulting Services, Training Services, and Other Services

1. When we provide training services, consulting services, or other services, these are carried out exclusively based on the terms and conditions set forth herein.
2. The aforementioned tasks are all to be classified as services. The services we provide are based on the current service price list or the individually prepared offer.
3. Travel costs, etc., will be charged in addition according to the respective price lists. Travel time for our employees is considered working time and will be compensated in accordance with the service price lists.
4. In the context of the services we offer here, the type and scope of the services can be defined in advance. It is characteristic of the service contract that specific goal achievements related to the provision of services are not agreed upon. Therefore, in the course of the services we provide, we will exercise the necessary care in the preparation and execution of the services and strive to meet the required quality criteria for the provision of the agreed service as much as possible.
5. A warranty for the services provided is not possible. Regarding liability, reference is made to the general liability provisions listed here.
6. Regarding the execution of the services to be provided, we are free in terms of personnel selection as well as the manner of service delivery, with the method of delivery being defined solely by the individual contract with the customer. In the provision of services, neither we nor our employees will be involved in the processes and operational procedures of the customer. Concerning the scheduling of the services to be provided, we have the freedom to choose the periods and exact times for the performance of the service.

XV. Acceptance

1. To the extent that acceptance is required for the services to be provided by us (contract for work), the obligations regarding acceptance, if applicable before acceptance, shall be exclusively governed by the following conditions:

a) If a preliminary acceptance of the product to be delivered by us is contractually agreed upon, the preliminary acceptance shall take place within a maximum period of 10 days after notification of readiness for preliminary acceptance. If a fixed date for the preliminary acceptance is agreed upon, it is binding. The preliminary acceptance will usually be conducted at our business premises in Hamburg, or, if agreed, at the customer's business premises or via web conference and telephone conference.

b) When conducting a preliminary acceptance, the preliminary acceptance will be documented in writing or in text form, specifying the participants, date, time, and the findings regarding the progress of the performance. The protocol of the preliminary acceptance should also include an estimated completion date. The protocol of the preliminary acceptance will be made available to the participants of the preliminary

acceptance.
c) If the customer is unable to arrange and conduct a preliminary acceptance within the set deadline, we will conduct an internal preliminary acceptance and provide the customer with the corresponding protocol.
d) The subject of the acceptance is the contractually agreed product. The acceptance relates to the requirements specification previously provided by the customer, any guaranteed properties, and the determination of the overall compliance of the product's condition. A prerequisite for acceptance is that we make all work results available to the customer and notify them of readiness for acceptance.
e) After notification of readiness for acceptance, the customer must begin the examination of the product's acceptance capability within three business days. Alternatively, it can be agreed between us and the customer that a joint acceptance date will be set.
f) If the acceptance fails, the customer is obliged to provide us with a list of all defects preventing acceptance, in writing or in text form.
g) In the event mentioned above, we are entitled to examine the product/ service within a reasonable period and, if defects are confirmed, to make the product free of defects and ready for acceptance. The period set for defect rectification must not be shorter than four weeks and will be determined individually based on the complexity of the product to be created. During the subsequent examination, only the defects recorded in the protocol will be checked, as long as they can be subject to isolated examination based on their function.
h) After successful acceptance testing, the customer must declare the acceptance of the product in writing within five days.
i) Refusal of acceptance due to insignificant defects is not permissible for the customer. However, even minor defects must be promptly rectified by us. Even insignificant defects must be listed individually and in detail in the acceptance protocol.
j) If the acceptance fails due to defects at least three times, the customer may assert their legally entitled rights, in particular, withdraw from the contract, and, if there is a culpable breach of duty on our part, demand compensation for damages.

XVI. Right of Use for Software Provision (Software-as-a-Service)

1. If the subject of the contract between the customer and us is the creation and provision of software, the following generally applies:
   a) Unless otherwise agreed individually, the customer is granted a simple, non-exclusive right to use the acquired program/app for their own purposes. The customer is only entitled to transfer the software to others if this has been explicitly agreed upon in writing or text form with our prior consent.
   b) The customer is generally not permitted to use the software for others or make it available to third parties for data processing, even on their own computers. Deviations from this are only permitted if explicitly agreed upon in the contract.
2. The customer is generally not authorized to grant sublicenses..
3. The customer is furthermore not authorized to copy the software, create reproductions, modify the software, or make it publicly accessible. As an exception to

the copying ban, the customer is only permitted to create and keep the necessary number of backup copies.

4. No further rights are granted to the customer regarding rights such as copyrights, industrial property rights, or other usage rights.
5. If we provide software to the customer, it will contain copyright and origin notices indicating us as the owner. The customer is not authorized to remove or alter these copyright notices or any other references to industrial property rights that indicate us.
6. The right to transfer does not include the right to transfer the source code of the software created by us.
7. Furthermore, the customer is only entitled to the statutory claims and rights according to §§ 69a et seq. of the Copyright Act.
8. If the software transfer is for a limited period, the customer must remove the software completely from their computers after the transfer period has expired and must swear an affidavit regarding the deletion of any software or remnants of the software from their systems. Continued use of the software after the transfer period is prohibited.

XVII. Granting of Rights for Mobile Apps

1. If we provide mobile apps as part of the service, these mobile apps are to be installed on the end devices of end customers and/or users selected by the customer.
2. In this case, the following additional provisions regarding the granting of rights to the mobile apps apply:
   – All copyrights and other industrial property rights to the mobile apps created by us remain with us, unless they have been expressly transferred to the customer or a third party through the contract.
   – We provide the mobile app to users and customers and grant them simple usage rights for the contractually intended use on a respective end device or a contractually specified number of end devices.
   – The mobile app created by us may not be copied, made publicly accessible on the internet or any other network, or stored on data carriers.
3. Any commercial use or exploitation beyond the contractual agreement is prohibited.
4. Furthermore, any modification, decompiling, disassembling, reverse engineering, or any other alteration of the mobile app software is prohibited unless explicitly permitted under §§ 69 a ff. of the Copyright Act.
5. The right to use the app provided by us is derived from the additional licensing agreement that must be concluded between the app user and the customer and/or us.

XVIII. Final Provisions

1. If the customer is a merchant, a legal entity under public law, or a special fund under public law, or does not have a general place of jurisdiction in Germany, the place of

jurisdiction for any disputes arising from the business relationship between us and the customer shall, at our discretion, be our place of business or the customer's place of business. However, for claims against us, Hamburg shall be the exclusive place of jurisdiction in all cases. Mandatory legal provisions regarding exclusive places of jurisdiction remain unaffected by this provision.

2. The relationship between us and the customer is governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980, does not apply.
3. Oral side agreements, contract amendments, or additions require written or text form to be legally effective. The same applies to changes in the contractual content, as well as any amendments to these general terms and conditions, and to the repeal of this written form requirement.
4. If the contract or these general terms and conditions contain gaps, the parties agree that the legally effective provisions that they would have agreed upon according to the economic purpose of the contract and the purpose of these general terms and conditions, had they known of the gap, shall apply.