

# General terms and conditions of business

The following translation is provided for your information only. In the event of any conflict or inconsistency between the translated version provided and the German version, the German version shall prevail.

## 1. General / Conclusion of contract

1.1 The following General terms and conditions of business (hereinafter referred to as "GTC") of EOS Technologies GmbH (hereinafter referred to as the "Seller") shall apply to all contracts that a consumer or entrepreneur (hereinafter referred to as the "Customer") concludes with the Seller with regard to the goods and/or services presented by the Seller in this online shop. The inclusion of the customer's own terms and conditions is hereby objected to, unless otherwise agreed.

1.2 These GTC apply accordingly to contracts for the delivery of vouchers, insofar as nothing to the contrary is expressly regulated.

1.3 These GTC apply accordingly to contracts for the delivery of digital content, insofar as nothing to the contrary is expressly regulated. Digital contents in the sense of these GTC are all data not located on a physical data carrier, which are produced in digital form and provided by the seller.

1.4 A consumer within the meaning of this GTC is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity. An entrepreneur within the meaning of this GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.

1.5 The product descriptions of the seller contained in this online shop do not represent binding offers on the part of the seller, but serve for the submission of a binding offer by the customer.

1.6 The customer can submit the offer via the online order form integrated in this online shop. In doing so, after placing the selected goods and/or services in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods and/or services contained in the shopping cart by clicking the button that concludes the ordering process.

1.7 The Seller may accept the Customer's offer within five days by sending the Customer a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation by the Customer shall be decisive, or by delivering the ordered goods or providing the digital content to the Customer, in which case the receipt by the Customer shall be decisive in the case of orders for goods.

If several of the aforementioned alternatives exist, the contract is concluded at the time when one of the aforementioned alternatives occurs first. The period for the acceptance of the offer begins on the day after the sending of the offer by the customer and ends with the expiry of the fifth day following the sending of the offer. If the Seller does not accept the Customer's offer within the aforementioned period, this shall be deemed to be a rejection of the offer with the consequence that the Customer shall no longer be bound by its declaration of intent.

1.8 If the payment method "PayPal Express" is selected, the payment shall be processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter: "PayPal"), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - subject to the Terms and Conditions for Payments without a PayPal Account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

If the customer selects "PayPal Express" as a payment method during the online ordering process, he also issues a payment order to PayPal by clicking the button that concludes the ordering process. In this case, the Seller already declares acceptance of the Customer's offer at the time the Customer triggers the payment process by clicking the button that concludes the order process, in derogation of section 1.7.

1.9 In the event of a contract being concluded, the contract shall be concluded between the client and EOS Technologies GmbH with its registered office in Germany, Notkestr. 99 in 22607 Hamburg, USt. Id. No.: DE189837809, registered by the Hamburg Local Court under the commercial register number HRB 133770.

1.10 When submitting an offer via the Seller's online order form, the text of the contract shall be stored by the Seller and sent to the Customer in text form (e.g. e-mail, fax or letter) after the Customer has sent his order together with the present GTC . The invoice shall also be sent by e-mail. The invoice will also be sent by e-mail. The customer agrees to an electronically transmitted invoice with the submission of the order.

1.11 Before placing a binding order via the Seller's online order form, the Customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the enlargement function of the browser, with the help of which the display on the screen is enlarged. The customer can continuously correct his entries during the electronic ordering process using the usual keyboard and mouse functions. In addition, all entries are displayed once again in a confirmation window before the binding submission of the order and can also be corrected there using the usual keyboard and mouse functions until the customer clicks the button that concludes the order process.

The information provided by the customer in the context of the order is the basis for invoicing. Requests for changes to an invoice must be requested. Invoice changes, which are not the responsibility of the seller, will be charged with 10.00 € per change.

1.12 Only the German language is available for the conclusion of the contract.

1.13 Order processing and contacting usually take place via e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

1.14 In the case of an order for data carriers which are not suitable for minors (FSK or USK 18 articles), the customer confirms by sending the order that he has reached the legally required minimum age and undertakes to ensure that either he or a person of full age authorised by him may take delivery of the goods.

## **2. Prices and terms of payment**

2.1 The list prices at the time of the order shall apply to the delivery. Unless otherwise stated in the seller's offer, the prices quoted are final prices which include statutory VAT or insurance tax and do not include shipping costs, any cash on delivery charges, transaction costs, installation and training costs, etc. Depending on the shipping method, the shipping costs are calculated according to size, weight and number of packages.

2.2 In the case of deliveries to countries outside the European Union, further costs may be incurred in individual cases for which the Seller is not responsible and which are to be borne by the Customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be

incurred in relation to the transfer of funds if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

2.3 The customer has various payment options available to him, to which he is referred in this online shop. Depending on which online shop of the seller the customer places his order, the offer of payment methods may vary.

2.4 In the case of payment by means of a payment method offered by PayPal, the payment shall be processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal terms and conditions of use, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - subject to the terms and conditions for payments without a PayPal account, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

In cooperation with PayPal we offer the payment method installment (Powered by PayPal) as a payment option, so that the possibility exists to finance the goods from our online shop. Paypal gives the customer the option to pay in monthly installments (subject to availability & credit check). The payment method installment payment (Powered by PayPal) requires a successful credit check by PayPal, which is carried out by PayPal in real time. If, after a credit check, the customer is allowed to deliver Payment by Instalments (Powered by PayPal), the payment will be processed in cooperation with PayPal, to whom the seller will assign his payment claim. PayPal will collect the payment claim in its own name. In this case, the customer can only pay PayPal with debt-discharging effect. The seller remains the contractual and contact person.

2.5 If prepayment by bank transfer has been agreed, payment shall be due immediately after conclusion of the contract, unless the parties have agreed on a later due date.

2.6 The seller reserves the right to expressly authorise a third party to request payment from the customer or to collect payment. If such a case exists, the payment made to the third party shall at the same time be deemed to discharge the seller from his debt.

2.7 If EOS Technologies GmbH offers customers in the B2B area "purchase on account" (invoice/bank collection, each with a payment term), this shall require a credit check. EOS Technologies GmbH reserves the right to refuse "purchase on account" even in the event of a positive credit check.

2.8 A payment shall only be deemed to have been made when the Seller or the third party authorised by the Seller can dispose of the amount. In the event of a delay in payment, the Seller shall be entitled to charge interest on arrears at a rate of 5 percentage points for consumers and 9 percentage points for entrepreneurs above the respective base interest rate of the ECB in accordance with the Discount Transition Act. The Seller reserves the right to also charge a flat rate of 40 euros in the event of default on the part of the Customer who is an entrepreneur. This shall also apply if the claim for payment is a payment on account or other payment by instalments. The lump sum in the amount of 40 euros will be credited against any damages owed, insofar as the damage is justified in costs of legal action.

Discount and collection charges shall be borne by the purchaser. The seller assumes no liability for the timely presentation.

2.9 The customer, who is an entrepreneur, is only entitled to fulfil the obligation to pay the purchase price by offsetting if his counterclaims have been legally established or are undisputed. Furthermore, he is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

2.10 Refunds of the purchase price shall be made, as far as possible, by the same payment method as the payment was made by the customer to the seller. This does not apply to payment by cash on delivery. In this case, the refund will be made by bank transfer to the customer's bank account.

### **3. Delivery and shipping conditions, transfer of risk**

3.1 The delivery of goods shall be made by dispatch to the delivery address specified by the customer, unless otherwise agreed. In the case of an order via the Seller's online order form, the delivery address specified in the online order form shall be decisive. Deviating from this, if the payment method PayPal is selected, the delivery address deposited by the customer with PayPal at the time of payment shall be decisive.

3.2 In the case of goods delivered by a forwarding agent, delivery shall be made "free kerbside", i.e. to the public kerbside nearest to the delivery address, unless otherwise stated in the shipping information in the Seller's online shop and unless otherwise agreed.

3.3 If the transport company returns the dispatched goods to the seller because delivery to the customer was not possible, the customer shall bear the costs for the unsuccessful dispatch. This does not apply if the customer effectively exercises his right of withdrawal, if he is not responsible for the circumstance

that led to the impossibility of delivery, or if he was temporarily prevented from accepting the offered service, unless the seller had given him reasonable prior notice of the service.

3.4 If the customer acts as an entrepreneur, the risk of accidental loss and accidental deterioration of the sold goods shall pass to the customer as soon as the seller has delivered the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

If the customer is acting as a consumer, the risk of accidental loss and accidental deterioration of the goods sold shall in principle not pass until the goods are handed over to the customer or a person entitled to receive them.

Notwithstanding the foregoing, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the customer, even in the case of consumers, as soon as the seller has delivered the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment, if the customer has commissioned the forwarding agent, the carrier or any other person or institution designated to carry out the shipment to carry out the shipment and the seller has not previously named such person or institution to the customer.

3.5 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-delivery. This shall only apply in the event that the Seller is not responsible for the non-delivery and the Seller has concluded a specific covering transaction with the supplier with due diligence. The Seller shall make all reasonable efforts to procure the goods. In the event of non-availability or only partial availability of the goods, the customer will be informed immediately and the consideration will be refunded without delay.

Delays in delivery caused by legal or official orders (e.g. import and export restrictions) for which the Seller is not responsible shall extend the delivery period in accordance with the duration of such obstacles. In important cases, the Seller shall notify the Customer of the beginning and end of such hindrances without delay.

If necessary, the delivery can also be extended by the time until the customer has handed over all information and documents which are necessary for the execution of the order.

3.6 In cases where the Seller offers self-collection as a shipping method, the Seller shall first inform the Customer by e-mail that the goods ordered by the Customer are ready for collection. After receipt of this e-mail, the customer can

pick up the goods at the seller's headquarters in Hamburg during opening hours. In this case, no shipping costs will be charged.

3.7 Digital contents are provided to the customer exclusively in electronic form as follows:

- provided by means of a download code by e-mail

3.8 Vouchers shall be provided to the customer as follows:

- by e-mail
- by mail

3.9 Partial deliveries by the Seller are permissible insofar as they are reasonable for the Customer.

3.10 The mode of dispatch, the dispatch route and the company commissioned with the dispatch may be determined by the Seller at its discretion, unless the Customer gives express instructions.

#### **4. Right of withdrawal**

4.1 Consumers are generally entitled to a right of withdrawal. Further information on the right of withdrawal can be found in the seller's cancellation policy.

#### **5. Refusal of acceptance by the contractor**

5.1 If a customer who is an entrepreneur does not accept the sold goods, the seller is entitled to choose between insisting on acceptance or demanding 10% of the purchase price as a lump-sum compensation for damages and expenses, unless the customer proves that no damage or a lesser amount of damage has been incurred. In the event of an exceptionally high damage, the seller reserves the right to assert this.

5.2 For the duration of the default of acceptance of the customer, who is an entrepreneur, the seller is entitled to store the delivery items at the risk of the customer at his premises, with a forwarding agent or a warehouse keeper. During the period of default in acceptance, the customer shall pay a flat rate of 16.00 euros per month to the storage company for the storage costs incurred without further proof. The lump-sum compensation shall be reduced to the extent that the customer proves that no expenses or damage have been incurred.

In the event of exceptionally high storage costs, the seller reserves the right to claim these.

## **6. Retention of title**

6.1 With respect to consumers, the Seller retains title to the delivered goods until the purchase price owed has been paid in full.

6.2 With respect to entrepreneurs, the Seller shall retain title to the delivered goods until all claims arising from an ongoing business relationship have been settled in full.

6.3 If the customer acts as an entrepreneur, he shall be entitled to resell the reserved goods in the ordinary course of business. The customer shall assign to the seller in advance all claims against third parties arising therefrom in the amount of the respective invoice value (including value added tax).

This assignment shall apply regardless of whether the reserved goods have been resold without or after processing. The customer remains authorised to collect the claims even after the assignment. The authority of the seller to collect the claims himself remains unaffected. However, the seller will not collect the receivables as long as the customer meets his payment obligations to the seller, is not in default of payment and no application for the opening of insolvency proceedings has been filed.

## **7. Rescission in the event of deterioration of assets**

The Seller may withdraw from the contract if the Seller becomes aware of a cessation of payments, the opening of insolvency or composition proceedings, the rejection of insolvency for lack of assets, bill or cheque protests or other concrete indications of deterioration in the financial circumstances of the Customer.

## **8. Liability for defects (warranty)**

8.1 The warranty rights shall be governed by the statutory provisions, unless otherwise stated below.

If the supplementary performance is carried out by way of a replacement delivery, the customer is obliged to return the goods delivered first to the seller within 30 days at the seller's expense. The return of the defective goods must be made in accordance with the statutory provisions.

The seller does not assume any guarantee for the stated quality of the goods in the sense of § 443 BGB (German Civil Code).



Any guarantees granted by the manufacturer remain unaffected by this and are determined exclusively according to the guarantee declaration handed over to the customer with the goods. This also applies to warranty extensions via a third party, which can be purchased in this online shop.

Liability for normal wear and tear is excluded. The seller does not assume any warranty for defects and damages resulting from unsuitable or improper use, non-observance of application instructions or faulty or negligent handling. This applies in particular to the operation of the items with the wrong type of current or voltage as well as connection to unsuitable power sources. The same shall apply to defects and damage attributable to fire, lightning, explosion or mains-related overvoltage, moisture of any kind, incorrect or missing program software and/or processing data, unless the customer proves that these circumstances are not the cause of the defect complained of.

8.2 If the customer acts as a merchant within the meaning of the German Commercial Code (HGB), he shall be subject to the commercial duty of inspection and notification of defects pursuant to § 377 HGB. If the customer fails to comply with the notification obligations regulated therein, the goods shall be deemed to have been approved.

8.3 In the event of a warranty claim, a customer who is a consumer shall be entitled, at his option, to assert a right to rectification of defects or delivery of defect-free goods (subsequent performance). If the chosen type of supplementary performance is associated with disproportionately high costs, the claim shall be limited to the respective remaining type of supplementary performance. Within the scope of the delivery of defect-free goods, the exchange into higher-quality products with comparable characteristics is already deemed to be accepted by the customer who is a consumer, provided that this is reasonable for him and the seller (e.g.: exchange into the successor model, same model series, etc.). Further rights, in particular the cancellation of the purchase contract, can only be asserted after the expiry of a reasonable period for subsequent performance or the failure of subsequent performance twice.

If the customer is acting as a consumer, he is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the seller of this. If the customer does not comply with this, this has no effect on his legal or contractual claims for defects.

8.4 If the customer is an entrepreneur, he must give notice of obvious defects within 14 days. The period for giving notice of defects begins here with the delivery of the goods to the customer. If the customer does not comply with this obligation, his statutory claims for defects are excluded.

In relation to a customer who is an entrepreneur, the seller is entitled to choose between rectification of defects or replacement delivery within one year of the delivery date within the meaning of § 439 BGB. After the expiry of one year from the date of delivery, the seller has the choice between rectification of defects or credit note for the current value.

For entrepreneurs, the limitation period does not start again if a replacement delivery is made within the scope of liability for defects.

8.5 In cases where there is no purchase of consumer goods within the supply chain, even for our customer who is an entrepreneur, the provisions of §§ 474-479 BGB shall not apply.

Should the entrepreneur resell the goods within the scope of a consumer goods purchase, the reimbursement of expenses incurred within the meaning of § 478 BGB can only be demanded if proof is provided that the expenses were incurred.

Should the latter demand reimbursement of expenses within the meaning of § 478 para. 2 BGB, this shall be limited to a maximum of 2% of the original net value of the goods. Claims based on § 478 BGB are covered by the 24-month warranty for entrepreneurs in the sense of the equivalent compensation according to § 478 para. 4 p. 1 BGB.

8.6 In the event that the goods subject to complaint are forwarded to the upstream supplier or manufacturer, the customer agrees that his personal data, in particular his contact data, may be forwarded to the upstream supplier/manufacturer within the scope of processing the complaint.

The customer can revoke his consent given in this regard at any time. To do so, please contact us at [info@test-tape.com](mailto:info@test-tape.com).

## **9. Liability**

The Seller shall be liable to the Customer for all contractual, quasi-contractual and statutory claims, including claims in tort, for damages and reimbursement of expenses as follows:

The seller is liable for any legal reason without limitation to intent and gross negligence, unless otherwise stated below.

9.1 The Seller shall be liable for damages arising from injury to life, body or health which are based on a negligent or intentional breach of duty on his part.

9.2 In addition, the Seller shall be liable without limitation in accordance with the statutory provisions for other damages if these are based on a negligent or intentional breach of a material contractual obligation. This shall be the case if

the breach of duty relates to a duty the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer has relied and was entitled to rely.

These above liability provisions are limited to the foreseeable, typically occurring damage, unless liability is unlimited according to clause 9.1. This includes in particular the breach of main and ancillary performance obligations in the period prior to delivery of the goods.

9.3 The Seller shall be liable without limitation on the basis of its own warranty promise, unless otherwise regulated in this respect, and on the basis of mandatory liability, such as under the Product Liability Act.

9.4 The Seller shall not be liable for the recovery of data unless the loss was caused intentionally or by gross negligence and the Customer has ensured that a data backup has been made so that the data can be reconstructed with reasonable effort.

9.5 Otherwise, the liability of the seller is excluded.

9.6 The above liability provisions shall also apply with regard to the Seller's liability for its vicarious agents and legal representatives.

## **10. Redemption of gift vouchers**

10.1 Gift vouchers purchased through the Seller's online shop (hereinafter "Gift Vouchers") may only be redeemed in the Seller's online shop at [www.test-tape.com](http://www.test-tape.com), unless otherwise stated in the Gift Voucher.

10.2 Gift vouchers and remaining balances on gift vouchers are redeemable until the end of the second year following the year of purchase of the voucher. Remaining credits remain on the voucher until the expiry date and can be used for the next purchase.

10.3 Gift vouchers can only be redeemed before the order process is completed. Subsequent offsetting is not possible.

10.4 Several gift vouchers can also be redeemed for one order.

10.5 Gift Vouchers can only be used for the purchase of Goods and cannot be used to purchase additional Gift Vouchers.

10.6 If the value of the gift voucher is not sufficient to cover the order, one of the other payment methods offered by the Seller may be chosen to settle the difference.

10.7 The balance of a gift voucher is neither paid out in cash nor does it earn interest.

10.8 The Gift Voucher is transferable. The Seller may make payment with discharging effect to the respective holder redeeming the Gift Voucher in the Seller's online shop. This does not apply if the seller has knowledge or grossly negligent ignorance of the ineligibility, legal incapacity or lack of representative authority of the respective holder.

## **11. Redemption of promotional vouchers**

11.1 Vouchers which are issued free of charge by the Seller as part of promotions with a specific period of validity and which cannot be purchased by the Customer (hereinafter "Promotion Vouchers") can only be redeemed in the Seller's online shop at [www.test-tape.com](http://www.test-tape.com) and only during the specified period of time.

11.2 Individual products may be excluded from the voucher promotion if a corresponding restriction results from the content of the promotion voucher.

11.3 Promotional vouchers can only be redeemed before the order process is completed. Subsequent offsetting is not possible.

11.4 Only one promotional voucher can be redeemed per order.

11.5 The value of the goods must be at least equal to the amount of the promotional voucher. Any remaining credit will not be refunded by the seller.

11.6 If the value of the promotional voucher is not sufficient to cover the order, one of the other payment methods offered by the Seller may be chosen to settle the difference.

11.7 The credit balance of a promotional voucher is neither paid out in cash nor does it earn interest.

11.8 The promotional voucher shall not be refunded if the customer returns the goods paid for in full or in part with the promotional voucher within the scope of his statutory right of revocation.

11.9 The promotional voucher is only intended for use by the person named on it. A transfer of the promotional voucher to third parties is excluded. The seller is entitled, but not obliged, to check the material eligibility of the respective voucher holder.

## **12. Use of customer data**

With regard to all data concerning the business relationship with the customer, the data protection provisions apply, which can be found in the corresponding online shop. For further questions on the subject of data protection, requests for information or changes, the seller is available to the customer at info@test-tape.com.

### **13. Export authorisation**

Any approvals of the Federal Office of Trade and Industry in Eschborn/Taunus which may be necessary for the export of the delivered goods shall be obtained by the customer in its own name and at its own expense. The refusal of such an export permit does not entitle the customer to withdraw from the contract.

### **14. Alternative dispute resolution**

14.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://webgate.ec.europa.eu/odr/>.

This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

14.2 The Seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

### **15. Jurisdiction, Applicable Law, Partial Invalidity**

15.1 In business transactions with merchants and with legal entities under public law, the place of jurisdiction for all legal disputes arising from the contract, including actions on bills of exchange and cheques, shall be Hamburg; the Seller shall also be entitled to bring an action at the Customer's place of business.

15.2 German law shall apply exclusively. In business transactions with consumers within the European Union, the law of the consumer's place of residence may also be applicable, provided that the provisions of consumer law are mandatory.

15.3 In the event that individual provisions of the supply contract or these General Terms and Conditions of Business are invalid, the remaining provisions shall continue to be valid.