

iTD GmbH. Terms and Conditions of Sale

These Terms and Conditions of Sale apply to all sales and deliveries by iTD GmbH, Jahnstraße 1, 84347 Pfarrkirchen, Germany (hereinafter referred to as "Seller"), to its customers (hereinafter referred to as "Buyer").

1. Contract Formation.

Buyer's order, communicated by any means, constitutes Buyer's acceptance of all Seller's terms and conditions of sale (this "Agreement"). Seller's acceptance, whether by acknowledgment or performance, is expressly made pursuant to this Agreement. In the event Seller's website, acknowledgment or quotation constitutes an offer, Buyer's acceptance is expressly governed by this Agreement, and Buyer's acceptance is manifest by order entry by whatever means used by Buyer. This Agreement takes precedence over and supersedes any conflicting, different, inconsistent or additional terms contained in any of Buyer's documentation or electronic transmissions, and any such conflicting, different, inconsistent or additional terms are hereby objected to and rejected by Seller.

2. Shipments/Freight.

Unless otherwise expressly agreed in writing, all deliveries shall be EXW Seller's premises, Jahnstraße 1, 84347 Pfarrkirchen, Germany (Incoterms® 2020). Risk of loss of or damage to the goods shall pass to Buyer when the goods are placed at Buyer's disposal at Seller's premises, ready for collection. All freight and transportation charges, insurance and other costs associated with onward transport shall be borne by Buyer unless otherwise agreed. Where Seller, at Buyer's request or as a matter of operational convenience, assists with or performs the loading of the goods onto Buyer's or its carrier's vehicle, such assistance shall not alter the agreed EXW delivery term. Unless otherwise expressly agreed, any such loading assistance shall be provided at Buyer's risk and expense, subject to mandatory statutory liability. Buyer shall be responsible for export customs formalities to the extent allocated to Buyer under the agreed Incoterm and permitted by applicable law. Buyer shall provide, and shall procure from its carrier or freight forwarder, all information, documents and evidence reasonably required by Seller for customs, export control, VAT and tax purposes, including evidence of export or arrival. Where required by applicable law or expressly agreed in writing, Seller may perform or arrange export customs formalities, directly or through a customs representative; any such assistance shall not alter the agreed Incoterm unless expressly agreed in writing. Carriers are responsible for goods lost or damaged in transit and Buyer/consignee must immediately notify the carrier in writing of such loss or damage. If Seller arranges transportation at Buyer's request, Seller shall do so only as an agent of Buyer and Buyer shall reimburse Seller for any associated costs and expenses. If Buyer is arranging delivery or pick-up, Seller may charge Buyer a storage fee if Buyer or its carrier fails to pick up the goods on the specified pick-up date.

3. Delivery.

Delivery lead times and shipment dates as specified by Seller are approximate and subject to change without notice, and time is not of the essence with respect to delivery dates. Seller may hold or delay delivery due to late payment on previous orders. Seller assumes no liability whatsoever for loss or damage arising out of the failure to deliver orders or portions thereof on dates stated. Delay in delivery will not give Buyer any right to cancel.

4. Pricing.

Prices are subject to change without notice. Unless otherwise agreed in writing, prices quoted by Seller will be adjusted to Seller's prices in effect at the time of shipment. In the event that Seller's production costs increase due to changes in exchange rates or in the cost of materials, wages, transportation, energy or manufacturing, or due to other costs, fees or taxes as a result of any government act or regulation, event of nature or other event beyond the reasonable control of Seller, Seller may pass through such costs to Buyer. Unless otherwise expressly agreed in writing, all prices are net prices

and are exclusive of Value Added Tax (VAT), packaging, freight, transportation, transport insurance, customs duties, import duties, taxes, levies and other charges associated with the delivery of the goods. Such costs shall be borne by Buyer to the extent allocated to Buyer under the agreed Incoterm and applicable law. Costs and responsibilities relating to export customs clearance shall be determined in accordance with the agreed Incoterm. If Buyer subsequently submits any request that involves a material alteration to the specification or method of manufacture of the goods, Seller may amend the price to cover any additional cost arising from such alteration.

5. Minimum Production Runs. In the event that any goods related to Buyer's order are subject to Seller's minimum production run, Seller will notify Buyer of such, and Buyer must purchase a quantity of goods at least equal to such minimum production run on a take-or-pay basis. Buyer must complete such obligation 12-months from the date that Seller receives Buyer's first order of such goods, and Seller will invoice Buyer for any quantity of such goods that Buyer has failed to purchase during such period. Buyer shall remit payment within 30 days of invoice date.

6. Custom/Modified Products.

In the event that any goods ordered by Buyer are custom or modified products, such products will consist of unique components and raw materials purchased by Seller specifically for Buyer. Therefore, if Buyer makes any modification to the specifications or fails to purchase any such custom products from Seller for a period of 6 months or longer, Buyer shall purchase from Seller all remaining unique components, raw materials, work-in-progress and finished goods inventory. In any such event, Seller will invoice Buyer for the amount thereof, and Buyer shall remit payment within 30 days of invoice date. Seller will rework existing work-in-progress and finished goods at Buyer's expense.

7. Payment.

Terms of payment are net cash with order except where credit is established, in which case terms are net 30 days from the invoice date unless otherwise agreed to. Seller may require full or partial payment or other security to secure performance of Buyer's obligations before commencing or continuing work and/or prior to shipment of finished goods. Late payment may be subject to a finance charge of 1.5% per month on past due account balances, payable within 10 days of receipt by Buyer of notice of finance charge. Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices. Buyer shall not be entitled to set off any sums payable hereunder against any claims which Buyer may have against Seller under this contract or otherwise howsoever. All payments to be made are in EURO unless otherwise specified.

8. Cancellation of Orders.

Buyer cannot cancel or return orders without Seller's prior written authorization. Designated "Made-to-Order" items are non-cancellable and non-returnable. A +5%/-0% quantity tolerance applies. In the event of unauthorized cancellation or return by Buyer, in whole or in part, Buyer shall compensate Seller for all losses, costs, expenses and/or damages incurred or suffered by Seller as a result thereof. Such damages shall be deemed to amount to thirty percent (30%) of the net value of the cancelled or returned portion of the order, unless Buyer demonstrates that no damage or a substantially lower amount of damage has occurred. Seller reserves the right to demonstrate and claim a higher actual loss. Any amounts recovered by Seller under Clause 6 in connection with the same cancellation or return shall be taken into account when determining Seller's recoverable loss under this Clause 8. For return authorization, contact Seller's customer service at sales@itd-cart.com. Seller may

terminate any order by providing written notice to Buyer:

- (a) if the Buyer enters into compulsory or voluntary liquidation or any arrangement for the benefit of its creditors, or has a receiver appointed of any part of its assets;
- (b) if Buyer ceases (or threatens to cease) to carry on all or a substantial part of its business;
- (c) if Buyer exceeds the credit limit provided by Seller on any order or in aggregate;
- (d) if Buyer fails to pay for any instalment when due or refuses to accept or take delivery of any instalment;
- (e) if Buyer fails to collect any goods from Seller's premises when required; or
- (f) upon Seller receiving notice of Buyer's actual or alleged infringement of any intellectual property rights. The termination of an order by Seller for any reason will not prejudice or affect any other rights or remedies of Seller and will not prejudice the rights and remedies of Seller in respect of any money owed or owing from Buyer to Seller.

9. Warranty/Buyer's Remedies.

Seller warrants that the products manufactured and sold by Seller will be in accordance with Seller's published specifications and be free from defects in material and workmanship for a period of two (2) years (or, in the case of wear parts, batteries and consumable items, twelve (12) months) from the date of delivery to Buyer if used under normal circumstances, and provided any defect(s) are not the result of:

- (i) installation method;
- (ii) customer or third party abuse or misuse;
- (iii) failure to adhere to Seller's instructions;
- (iv) except as otherwise specifically stated in Seller's product literature, wear or deterioration due to environmental conditions; or
- (v) unauthorised modifications or repairs carried out by Buyer or any third party without Seller's prior written consent.

For customer-specific, project or made-to-order products, the warranty period and specific remedies shall be agreed separately in writing at the time of order. Buyer must give prompt written notice to Seller of the discovery of any alleged defect within such applicable warranty period. The above are the sole and exclusive warranties of Seller; seller makes no other warranties, either express or implied, as to any matter whatsoever including, without limitation, the implied warranties of merchantability or fitness for particular purpose. Minor deviations (including but not limited to deviations in colour, markings, measurements and weight) will not constitute variations from specification, description or sample. The sole and exclusive remedy of Buyer for any breach of warranty by Seller is that Seller will provide, upon confirmation of the defect, at no cost to Buyer, at Seller's election, either

- (i) repair of the defective goods,
 - (ii) a replacement part for each defective part manufactured and sold by Seller to Buyer, or
 - (iii) at Buyer's choice, a credit toward a future purchase or a proportionate price reduction in an amount equal to the purchase price paid by Buyer for the defective parts.
- If repair or replacement is impossible or disproportionate, Buyer may require a price reduction or, in the case of a material defect, rescission of the contract. Wear parts, batteries and consumable items are excluded from any remedy unless the defect is due to a manufacturing fault.

10. Taxes.

(i) General Tax Responsibility. Buyer shall be liable for all value added tax, sales, use, excise, import or other taxes, customs duties, levies or governmental charges arising from or in connection with Buyer's order or the delivery of the goods, to the extent such taxes, duties, levies or charges are allocated to Buyer under applicable law

and/or the agreed Incoterm, except for taxes imposed on Seller's net income. Buyer shall provide Seller, where applicable, with all valid and complete certificates, confirmations and other documentation required to establish or substantiate any applicable tax exemption.

(ii) Information Concerning Destination and VAT Identification Number. Buyer shall provide Seller with complete, accurate and up-to-date information regarding the actual country of destination, delivery address, intended transport route and the valid value added tax identification number issued to Buyer by the competent authority. Buyer shall promptly notify Seller in writing of any change to such information before shipment of the goods.

Where a delivery is intended to qualify as a VAT-exempt intra-Community supply or export supply, Buyer warrants that the goods will actually be transported or dispatched to, and remain in, the destination country stated to Seller, except where any subsequent onward supply has been expressly disclosed to and agreed with Seller in writing in advance.

(iii) Liability for Incorrect Information. If Buyer provides inaccurate, incomplete, invalid or misleading information, uses an invalid or incorrect VAT identification number, fails to notify Seller of any relevant change, transports or redirects the goods to a destination other than that notified to Seller, or otherwise culpably breaches its obligations under this clause, and the requirements for a VAT exemption are consequently not met or the exemption is subsequently denied or withdrawn, Buyer shall reimburse Seller for all losses and expenses directly resulting therefrom.

Such reimbursement shall include, in particular:

- (a) any value added tax subsequently assessed against Seller;
- (b) interest, late-payment surcharges and other ancillary tax liabilities; and

(c) reasonable external legal, tax advisory and professional costs incurred in connection with any audit, assessment, objection, appeal or other proceeding before the competent tax authorities, in each case to the extent caused by Buyer's culpable breach and legally recoverable from Buyer. Buyer shall not be liable to the extent that the relevant tax exposure was caused by Seller's own breach of duty or fault.

(iv) Evidence for Intra-Community Supplies. Where a delivery is treated as a VAT-exempt intra-Community supply, Buyer shall, without separate request, provide Seller with a properly completed confirmation of arrival ("Gelangensbestätigung") satisfying the requirements of Section 17b (2), sentence 1, no. 2 of the German VAT Implementing Regulation ("UStDV"), or with another legally permissible and sufficient alternative form of evidence.

Such evidence may include, where legally sufficient, a carrier confirmation, a CMR consignment note signed by the recipient, a courier or freight-forwarding tracking record confirming delivery, or any other evidence permitted under Section 17b (3) UStDV.

The relevant documentation shall be provided to Seller in text form no later than the tenth calendar day of the month following the month in which delivery occurred. Transmission by email shall be sufficient, provided the document is readable, identifies the person making the declaration and can be stored and reproduced unchanged.

10.5 Failure to Provide Evidence. If Buyer fails to provide the required documentation within the agreed period, or if the documentation provided is incomplete, incorrect or legally insufficient, Seller may:

- (a) retrospectively charge Buyer any applicable value added tax and related amounts to the extent legally required or reasonably necessary to protect Seller against tax exposure; and/or
- (b) make any future VAT-exempt deliveries to Buyer conditional upon advance payment, the prior provision of sufficient evidence or other appropriate security.

If Buyer subsequently provides sufficient evidence and Seller is able to correct the relevant VAT treatment or obtain reimbursement of the VAT previously paid, Seller shall issue Buyer with a corresponding credit, less any non-recoverable costs or expenses incurred by Seller.

11. Quotations.

In the event Seller provides a quotation to Buyer, such quotation is expressly conditioned upon this Agreement and is valid for 30 days from the quote date. Any quotation or document designated as "preliminary" is provided to Buyer as a guideline only and is non-binding, including but not limited to with respect to pricing, delivery or quantities.

12. Product Design/Specification Changes/Technical Data Sheets.

Seller may modify, revise and/or change product specifications and design dimensions at any time in Seller's discretion. In the event technical data sheets are provided to Buyer, information set forth therein is provided as a general guideline only, as conditions vary with each application and method of installation. Strength data given is for failure of the product or for sufficient deformation to make the product inoperable. No safety factor has been applied. Seller recommends that Buyer request a product sample for testing to determine the suitability of the product for Buyer's intended purpose and application under actual service conditions. Seller makes no warranties or guarantees with respect to technical data contained in technical data sheets, Seller's product handbook or product literature. Seller will not be liable in any event for errors or omissions in drawings or samples after they have been approved by Buyer and may rely on all information supplied by Buyer.

13. Tooling.

Unless fully paid for by Buyer, all tooling, including dies, molds, patterns, jigs and fixtures are the exclusive property of Seller. Seller will charge Buyer set-up charges for any product that is not standard stocked. Seller shall charge Buyer additional charges for partial tooling incurred for modifications of standard product.

Partial tooling consists solely of mold or tool inserts and does not include dies, fixtures, jigs or patterns. Seller does not guarantee or make any warranties, express or implied, with respect to tool life. Other than expenses of normal maintenance, replacement of tooling is at the sole cost and expense of Buyer. Buyer may incur additional tooling charges for any changes or modifications to product design requiring tooling modifications. In the event of order cancellation, Buyer shall pay all tooling charges incurred or committed by Seller. Buyer's use of any tool is subject to any intellectual property rights of Seller in the underlying product manufactured by such tool and, except as expressly granted by Seller in writing, no license (express or implied) in such product is granted to Buyer by virtue of its payment of tooling charges.

14. Title and Risk of Loss

a) Seller shall retain title to all goods delivered ("Reserved Goods") until all current and future receivables arising from the business relationship with Buyer — including any balance on a current account — have been discharged in full (erweiterter Eigentumsvorbehalt, § 449 BGB). This extended retention of title also applies to spare and replacement parts (including motors, control units and similar components) delivered by Seller, even where such parts have been installed, since installation does not make them principal components within the meaning of § 93 BGB. Notwithstanding the foregoing, risk in the Reserved Goods shall pass to Buyer in accordance with Clause 2 and the agreed Incoterm.

b) Buyer shall handle the Reserved Goods with care, carry out all necessary inspections and maintenance, store them separately and free of charge, mark them clearly as Seller's property, and insure them against all customary risks (including fire, water and theft) at replacement value at Buyer's own cost. Buyer hereby assigns to Seller, to the extent of Seller's outstanding receivables, any insurance proceeds payable in respect of the Reserved Goods.

c) Buyer may not mortgage, pledge, transfer by way of security, or otherwise encumber the Reserved Goods, nor assign any claims in lieu thereof without Seller's prior written consent. In the event of any mortgage, attachment or other third-party intervention affecting the

Reserved Goods, Buyer must notify Seller in writing without delay so that Seller may take proceedings under § 771 ZPO. Any costs of such proceedings that remain unrecovered notwithstanding a successful outcome shall be borne by Buyer.

d) Buyer may resell, process or combine the Reserved Goods in the ordinary course of business; however, Buyer hereby assigns to Seller, by way of security, all claims and ancillary rights arising from any such resale, processing, combination or other legal basis (including insurance claims and claims arising from tortious acts) up to the value of the final invoice amount (including VAT) for the Reserved Goods. Where the Reserved Goods are sold jointly with goods belonging to third parties, the assigned claim shall be in the proportion that Seller's final invoice value bears to the total invoice value of the third-party goods. Where assigned claims are included in a current account, Buyer hereby assigns to Seller a corresponding portion of the resulting balance, including any final balance; where interim invoices are drawn up and amounts are carried forward, any claim arising from an interim invoice to which Seller is entitled shall be treated as assigned and carried forward into the next invoice. Seller accepts these assignments.

e) Buyer shall remain entitled to collect the assigned claims notwithstanding the assignment; this does not affect Seller's right to collect directly. Seller undertakes not to collect the assigned claims itself so long as Buyer meets its payment obligations from the proceeds received, is not in payment default, and no petition for insolvency, bankruptcy or liquidation has been filed and payments have not been suspended. If any of these conditions cease to be satisfied, Buyer shall on request immediately provide Seller with details of all assigned claims and their debtors, supply all information and documents necessary for collection, and notify the relevant debtors of the assignment. Seller may also revoke Buyer's resale

and processing authority under sub-clause (d) in those circumstances.

f) Seller's retention of title extends to all products resulting from processing, modification or combination of the Reserved Goods, at their full value; any such processing or modification is deemed to be carried out on Seller's behalf so that Seller is treated as manufacturer under property law (§§ 947, 950 BGB). Where third-party retention of title rights survive any processing or combination involving third-party goods, Seller shall acquire co-ownership in the proportion that the objective value of the Reserved Goods bears to that of the third-party goods at the time of processing or combination; Buyer shall hold the resulting co-owned product for Seller with the care of a prudent merchant. Where Reserved Goods are joined with or inseparably combined with other moveable goods to form a single item and the other goods are treated as the principal component, Buyer hereby assigns to Seller its right to part-ownership in proportion to its ownership share in the principal goods; Seller accepts that assignment. Buyer shall store the (part)-owned goods for Seller free of charge. The same provisions apply to goods produced in this manner as to Reserved Goods delivered under this clause.

g) As further security for Seller's claims, Buyer hereby assigns to Seller any claims against third parties arising from the combination of Reserved Goods with other property; this assignment shall have priority over any other security. The security to which Seller is entitled shall not be enforced to the extent that the realisable value of all security interests held by Seller exceeds the nominal value of the secured claims by more than 50%; Seller shall have discretion to determine which security is released.

h) Buyer must ensure that any special conditions or formalities required under the law of the country of destination in order for this retention of title to be valid and enforceable are fulfilled at Buyer's own cost.

i) If Buyer is in breach of contract, including payment default, Seller may retract the Reserved Goods. Such retraction shall not constitute rescission of the contract unless Seller has set a reasonable cure period that has expired without remedy and Seller has expressly declared rescission in writing. Any transportation and other costs

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incurred in retracting the Reserved Goods shall be borne by Buyer. Buyer may not demand re-delivery of retracted goods where no express rescission has been declared until the full purchase price and all associated costs have been paid. If Buyer enters into insolvency proceedings (Insolvenzverfahren), liquidation (whether compulsory or voluntary), makes an arrangement or composition with creditors, has a receiver or administrator appointed over any of its assets, ceases or threatens to cease carrying on all or a substantial part of its business, or (being an individual) commits an act of bankruptcy, Buyer's authority to resell and to collect receivables under sub-clauses (d) and (e) shall automatically cease, and Seller or its agents shall be entitled at any time to enter Buyer's premises to identify, retake and remove the Reserved Goods and any goods co-owned by Seller without prejudice to any other rights or remedies available to Seller.

j) This clause constitutes an "erweiterter, kontokorrentmäßiger und verarbeiteter Eigentumsvorbehalt" within the meaning of §§ 449, 929, 947, 950 BGB and the applicable provisions of the Insolvenzordnung (InsO) where German law governs the transaction.

For transactions governed by other laws, this clause shall be construed so as to create and maintain the most effective equivalent security interest available under the applicable law.

15. Confidentiality.

Each party shall maintain in confidence and shall not disclose to any third parties, all information submitted prior to or after acceptance of this Agreement, whether in writing or discussed orally with the other with respect to the product design, its development and/or subject matter of this Agreement; provided, however, information in the public domain prior to any disclosure hereunder or which becomes part of the public domain through no fault of the recipient, information in the possession of either party prior to disclosure hereunder, information

independently developed by either party and not the result of information disclosed pursuant to this Agreement, or information disclosed to either party by a third party having a lawful right to do so is excluded from the obligation of non-disclosure. No rights or license, by implication or otherwise, under any intellectual property rights, including but not limited to, patents, patent rights or trade secrets, is granted by either party to the other.

16. Force Majeure.

Seller will not be liable for delays or failure to perform in the event of acts of God, labor disturbances, strikes, delay by carrier, material unavailability, fuel shortage, operation of law, civil unrest, war, act of government, judicial decree, judgment or order of court or administrative agency or other cause beyond the reasonable control of Seller.

17. Limitation of Liability.

a) Seller shall be liable without limitation for wilful misconduct and gross negligence, including that of its legal representatives and vicarious agents, and for any culpable injury to life, body or health. Seller shall also be liable without limitation where it has expressly assumed a guarantee and the circumstance covered by that guarantee gives rise to liability, and where Seller has fraudulently concealed a defect. Liability under mandatory statutory provisions, in particular under the German Product Liability Act (Produkthaftungsgesetz), and any mandatory statutory rights of recourse, including under Sections 445a and 478 of the German Civil Code (BGB), shall remain unaffected. The statutory limitation periods under Sections 438(3) and 634a(3) BGB shall likewise remain unaffected.

b) In the case of any other culpable breach of a material contractual obligation (cardinal obligation), Seller shall also be liable for ordinary negligence; however, such liability shall be limited to the foreseeable damage typical for this type of contract.

c) Subject to paragraphs (a) and (b) above, in all other respects, Seller's liability shall be excluded, irrespective of the legal basis, including claims arising from the breach of principal or ancillary contractual duties, tort or any other wrongful act.

d) The exclusions, limitations and exceptions set out in this clause shall also apply to claims arising from fault in connection with the negotiation or conclusion of the Agreement (culpa in contrahendo).

e) This clause shall apply accordingly to claims for reimbursement of expenses, except to the extent that reimbursement is mandatory under applicable law, including Sections 439(2) and (3) and 635(2) of the German Civil Code (BGB).

f) Any exclusion or limitation of Seller's liability shall also apply for the benefit of Seller's legal representatives, employees, agents, subcontractors and vicarious agents.

g) Nothing in this clause is intended to reverse the statutory or common-law burden of proof. Material contractual obligations (cardinal obligations) are obligations whose proper performance is essential to the execution of the Agreement and on whose compliance Buyer may regularly rely; they comprise the essential rights and duties that are indispensable to achieving the purpose of the Agreement.

18. Use/Misuse of Goods.

Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of goods, either alone or in combination with other products or components. Seller will not be liable for any damage or harm to individuals, property or otherwise caused by

(i) the misuse of any goods by Buyer or any other party,

(ii) the failure of Buyer or any other party to follow any warning labels included with the goods or materials accompanying the goods or

(iii) the failure of Buyer to provide any other party with proper instructions or warning labels for the applicable goods.

19. Indemnification for Made-to-Print Goods.

Buyer acknowledges that made-to-print goods are made by Seller based on a design provided by Buyer. Accordingly, Buyer agrees to indemnify and hold harmless Seller and its affiliated entities and each of their officers, directors, employees, agents, customers, successors

and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees or costs of enforcing any indemnification obligation of Buyer incurred by any Indemnified Parties based on actual or alleged infringement of any patent, trademark, copyright or similar right or misappropriation of trade secrets by Buyer in connection with Seller's use, modification or possession of any design provided by Buyer related to such goods.

20. Intellectual Property Ownership.

Seller owns all intellectual property rights to any and all inventions, discoveries, improvements, derivative works, "works of original authorship", tooling, products and designs resulting from this Agreement.

21. Software.

Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective software. All software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement. Seller makes no warranty nor assumes any liability for third-party software and Buyer shall indemnify, defend and hold harmless Seller for any liability resulting from Buyer's use of third-party software.

22. Governing Law. The validity, interpretation and performance of this Agreement will be governed and construed in accordance with the laws of Germany in all respects (except for any conflict-of-law

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principles that might require the application of any other laws) and without reference to the laws of any other state or nation. The application of the UN Convention on Contracts for International Sale of Goods ("CISG") is hereby excluded. Both Seller and Buyer agree to the exclusive jurisdiction of the German courts.

23. Miscellaneous.

This Agreement represents the entire agreement of the parties and supersedes any prior communications, whether verbal or written. No changes, revisions or amendments are valid or enforceable unless agreed in writing by both parties. Failure of Seller to insist on strict performance of any term or condition will not constitute a waiver. Any remedies of Seller set forth herein are cumulative and not exclusive and are in addition to any other remedies Seller may have at law. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Buyer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Seller may assign any of its rights or delegate any of its obligations to any affiliated entity or to any entity acquiring all or substantially all of Seller's assets. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties.

strict accordance with Seller's brand guidelines as notified to Buyer from time to time. Buyer shall immediately cease any such use upon written request by Seller. This clause shall not prevent Buyer from making factually accurate statements in the ordinary course of business that it is a customer of or distributor for Seller, provided that Buyer obtains Seller's prior written approval before making any such statement.

26. Minimum Order Value and Small-Order Surcharge.

For orders with a net product value below €80.00, Seller shall charge a small-order surcharge of €20.00 per order in addition to the applicable product price and any freight charges. This surcharge shall be shown separately on the relevant invoice. Seller reserves the right to adjust the minimum order threshold and surcharge amount by providing not less than thirty (30) days' prior written notice to Buyer. The small-order surcharge does not apply to orders placed under a framework agreement or blanket purchase order that specifies agreed minimum release quantities.

As of August 12, 2026

24. Data Protection. Each party shall comply with all applicable data protection and privacy legislation in force from time to time, including (where applicable) the UK General Data Protection Regulation, the Data Protection Act 2018, and/or the EU General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing legislation (together "Data Protection Laws"). To the extent that either party processes personal data of the other party's personnel in connection with this Agreement, such processing shall be carried out in accordance with the relevant party's privacy notice and applicable Data Protection Laws. Each party shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Neither party shall transfer personal data to a country or territory outside Germany or the European Economic Area unless adequate safeguards are in place in accordance with applicable Data Protection Laws.

Each party shall promptly notify the other if it becomes aware of any personal data breach affecting the other party's personal data. Any data processing activities carried out by Seller in connection with the performance of this Agreement are described in Seller's Data Protection Notice, which is available upon request and may be updated from time to time.

25. Advertising and Reference Use.

Buyer shall not use Seller's name, trading name, trade marks, logos or any other identifying marks or references to Seller or its products in any advertising, marketing, promotional or other public-facing materials, press releases, websites or social media without Seller's prior written approval in each instance. Any approved use shall be in