General Terms and Conditions for Services

of Bernard Technologies GmbH

as of May 2020

1 Scope of application

1.1 These General Terms and Conditions (hereinafter "**GTC**") apply to all business relationships of Bernard Technologies GmbH (hereinafter "**Bernard Technologies**") with its clients (hereinafter **"client"**), the subject matter of which is, hardware and software engineering as consulting, planning, delivery, commissioning, and maintenance services in the field of system integration and custom development.
(hereinafter: "**service**" or "**services**").

1.2 These GTC only apply to merchants, entrepreneurs (Section 14 BGB), legal entities under public law or special funds under public law.

1.3 Unless otherwise agreed in writing with the client, they shall also apply in their respective version to all future transactions with the client relating to services, without Bernard Technologies having to refer to them again in each individual case. Deviating, conflicting or supplementary terms and conditions of the client shall not apply, even if they are not expressly rejected by Bernard Technologies in another form. Individual agreements made with the client in individual cases shall take precedence over these GTC.

2 Subject matter of the contract

2.1 Bernard Technologies only owes the services specified in the service description. The service description is part of the contract. The services are provided within the framework of the statutory provisions and in accordance with the recognized rules of technology.

2.2 If and insofar as not expressly agreed with the client, the following will not be part of the service obligation and are therefore to be remunerated separately: License fees, installation of updates, cleaning and care, as well as maintenance and control of the system hardware. The parties shall conclude a separate agreement for this purpose.

2.3 Unless otherwise agreed, the client must provide all cooperation required for the performance of the service at its own expense, provide complete and correct information on the facts required for the provision of the service and ensure that any materials and products provided meet the technical and legal requirements. Bernard Technologies is not obliged to check data, information or other services provided by the client for completeness and correctness.

2.4 Insofar as the service is provided outside the premises of Bernard Technologies and no other agreements have been made, the client is obliged to meet all necessary traffic safety obligations. Bernard Technologies shall be entitled to refuse its service provision as long as the client fails to comply with its obligations to cooperate and traffic safety obligations are not met. Any resulting waiting times shall be charged as working time.

2.5 If the service includes the development of a test protocol or test report, this may only be passed on to third parties by the client in an unabridged and unedited form. In the event of changes and / or abridgements, we shall not be liable for the content of the document. Clause 10 remains unaffected.

2.6 The client shall be solely responsible for compliance with the statutory provisions when using the service. In this respect, the client shall indemnify Bernard Technologies against all third-party claims.

2.7 If the client provides Bernard Technologies with documents or other materials, products, or manufactures in connection with the service, Bernard Technologies will, at the client's discretion, return or dispose of them at the client's expense. Alternatively, the client may also collect the items provided within a reasonable period of time. Bernard Technologies is entitled to invoice the client for the costs incurred for storage. Bernard Technologies shall only be liable for the safekeeping of the items to be collected to the extent of its own customary care.

2.8 Insofar as the contractually owed service includes the provision of processed data, Bernard Technologies shall also provide the client with the generated raw data upon request for a separate fee. The format of the data to be provided by Bernard Technologies as well as the manner of provision shall be determined by the service description.

2.9 The persons employed by Bernard Technologies to provide the services are not subject to the client's managerial authority. This shall notably apply if the persons employed by Bernard Technologies work on the client's premises.

2.10 Bernard Technologies is entitled to use subcontractors for the provision of services.

3 Conclusion of contract

3.1 Offers prepared by Bernard Technologies are nonbinding, unless expressly marked as binding.

3.2 The client's order is considered to be a legally binding offer for the conclusion of a contract. Unless otherwise stated in the order, Bernard Technologies is entitled to accept this contractual offer within 14 days of its receipt.

3.3 Acceptance by Bernard Technologies is effected by written order confirmation or with the execution of the order by Bernard Technologies. The content of the contract shall be based exclusively on the content of the order confirmation or the delivery bill, and on these GTC, which the client accepts by placing an order or accepting deliveries.

4 Payment conditions

4.1 All prices are exclusive of the applicable statutory VAT and other taxes and duties.

4.2 The client's payments are due without deduction within thirty (30) days of invoicing and provision of the service or its acceptance, unless otherwise agreed. The date of receipt of payment shall be decisive for compliance with the payment deadline. Cheques will only be recognized as payment after the respective amounts have been credited to the account of Bernard Technologies. Bernard Technologies reserves the right to demand reasonable payments on account and advances.

4.3 Upon expiry of the payment deadline (Section 4.2), the client shall be in default without the need for a prior reminder. In this case, Bernard Technologies shall be entitled to demand interest on arrears at the statutory rate. Bernard Technologies reserves the right to assert further claims for damages caused by delay.

4.4 The client is only entitled to set-off insofar as his counterclaim is undisputed, legally established or recognized in writing by Bernard Technologies. The same shall apply for the assertion of a right of retention.

4.5 Several clients as contractor of a related service shall be liable as joint and several debtors.

4.6 If, after conclusion of the contract, circumstances become known which significantly reduce or jeopardize the client's ability to pay, Bernard Technologies shall be entitled to perform outstanding services only after advance payment or provision of security and to withdraw from or terminate the contract after fruitless expiry of a deadline set for this purpose.

4.7 Unless otherwise agreed, the client shall fulfill all cooperation and provision obligations required for the performance of the service, in particular

a) obtain any necessary official approvals;

b) ensure the power supply to the system hardware in the case of stationary system hardware,

c) ensure that Bernard Technologies can provide the contractually owed service without hindrance by third parties (in particular that there is enough space for the installation).

4.8 Insofar and if the client does not fulfill its obligations to cooperate and provide materials, Bernard Technologies shall be released from its respective performance obligations that depend thereon. In this case, the client shall reimburse Bernard Technologies for all costs and damages incurred due to the culpable non-fulfillment of its obligations to cooperate and provide required goods and services (e.g. costs for unnecessary or second journeys).

5 Performance dates and deadlines, force majeure

5.1 The performance dates and deadlines will only be binding if they have been confirmed in writing by Bernard Technologies and the client has provided Bernard Technologies with all cooperation, provision of goods and services and traffic safety obligations necessary for the performance of the service and, unless otherwise agreed, has made the agreed (down) payment.

5.2 Performance dates and deadlines shall be extended to a reasonable extent by subsequent change requests or delayed cooperation on the part of the client.

5.3 Performance dates and deadlines shall be further extended to a reasonable extent if performance is delayed due to unforeseeable and unavoidable events such as war, natural disasters, epidemics, or pandemics as well as energy or raw material shortages, or production or operational disruptions for which Bernard Technologies is not responsible, such as strikes or lockouts, or due to official orders. If it is no longer reasonable to wait for the end of the disruptive event or condition beyond a period of four (4) months, Bernard Technologies and the client shall be entitled to withdraw from or terminate the contract.

5.4 If the client is in default of acceptance, fails to cooperate as required or if the performance of Bernard Technologies is delayed for other reasons for which the client is responsible, Bernard Technologies shall be entitled to charge the client for the resulting damage, including any additional expenses (e.g. for maintaining readiness to perform).

6 Acceptance

6.1 If the service requires acceptance, the client shall be obliged to provide it. The client is not entitled to refuse acceptance of the service due to minor defects which do not significantly impair the suitability of the service for the contractually agreed purpose.

6.2 Unless otherwise agreed, acceptance of the service shall be deemed to have taken place when the client uses the service as intended or hands it over to a third party.

6.3 Furthermore, the service shall be deemed to have been accepted unless the client refuses acceptance in writing within 10 days of its provision due to specific defects that are not merely insignificant. In this case, Bernard Technologies will check the performance. If the client's refusal to accept the service proves to be unjustified, Bernard Technologies shall be entitled to demand compensation from the client for any additional costs and damages incurred as a result.

7 Warranty

7.1 The warranty generally extends to compliance with the generally recognized rules of technology at the time of acceptance or transfer of risk.

7.2 If parameters or other properties have been warranted by Bernard Technologies, the warranty shall extend to compliance with them at the time of acceptance or transfer of risk on condition that the client has strictly observed the instructions given by Bernard Technologies. The warranty does not extend to whether the result of the service can be used by the client for the intended purpose. This applies in particular to the quality and usability of the products manufactured on the basis of the service provided.

7.3 The preparation of a final report does not contain any assurances or guarantees beyond the specific technical content of the document about special properties, the usability, or the quality of the test object. Unless otherwise agreed, a final report only contains the statement that Bernard Technologies has not detected any inadmissible deviations from the relevant standard-specific (guideline) values in the provision of the service in accordance with the contractually agreed test specification or test standards.

7.4 Unless expressly agreed, Bernard Technologies does not assume any warranty for the realization of estimates or forecasts.

7.5 If the service is defective, Bernard Technologies will, at its discretion, remedy the defect within a reasonable period of time or provide the service again. After unsuccessful expiry of the second rectification period, the client shall be entitled to the statutory warranty rights. Section 8 of these GTC remains unaffected.

7.6 Except in the cases of Section 643a (1) No. 2 BGB (German Civil Code), the warranty period is 1 year from the date of performance or acceptance or deemed acceptance.

7.7 The client may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if Bernard Technologies is responsible for the breach of duty. Otherwise, the statutory requirements and legal consequences apply to these rights and claims.

8 Liability

Bernard Technologies shall only be liable for damages due to culpable breach of duty in the following cases:

8.1 Bernard Technologies shall be liable without limitation - for whatever legal reason - for intent and gross negligence as well as for damages resulting from injury to life, body, or health.

8.2 In the event of simple negligence, Bernard Technologies shall be liable apart from para. 8.1 only in the event of a breach of a material contractual obligation ("**cardinal obligation**") and limited to the typical damage foreseeable at the time the contract was concluded. A cardinal obligation within the meaning of this paragraph is an obligation the fulfillment of which will make the execution of the contract possible in the first place and on the fulfillment of which the contractual partner may therefore regularly rely.

8.3 Any liability for guarantees given and for claims based on the Product Liability Act remains unaffected.

8.4 Otherwise the liability of Bernard Technologies is excluded.

8.5 Insofar as the liability of Bernard Technologies is excluded or limited in accordance with the above paragraphs, this shall also apply to any liability of its bodies, legal representatives, employees, staff, and vicarious agents.

9 Property rights, copyright and rights of use

9.1 Bernard Technologies is entitled to all protectable work results arising from the provision of the service. Bernard Technologies is entitled to apply for the protection of these results at its own expense.

9.2 The passing on and utilization of the service beyond the contractually agreed purpose, in particular its publication, requires the prior written consent by Bernard Technologies.

9.3 If the use of the service requires the granting of licensed or licensable property rights or a permission of use with reference to protectable know-how by Bernard Technologies, the client may only use the service commercially after conclusion of a corresponding patent or know-how license agreement.

9.4 The client shall grant Bernard Technologies a free, transferable, and sub-licensable non-exclusive right of use, unlimited in terms of territory, time and content, to all copyrights or industrial property rights that have arisen during the provision of the service and in which the client is involved as co-owner. Bernard Technologies is entitled to use such rights unhindered in the processing of further orders from third parties.

10 Confidentiality

10.1 The client and Bernard Technologies undertake to treat all oral and written information and communications of which they become aware in connection with the provision of services as confidential and, in particular, not to disclose them to third parties unless and until such information has become generally known without any action on the part of the parties or they have waived confidentiality in writing. This shall not apply if the agreed contractual purpose requires the transfer.

10.2 The duty of confidentiality shall not apply to courts, authorities or advisors bound to secrecy insofar as there is a legal obligation to pass on or disclose the information or the respective information is relevant in a civil dispute between the parties or one of the parties and a third party. Bernard Technologies must be notified immediately of any disclosure of confidential information.

11 Term and termination

11.1 Unless otherwise agreed, the contract is concluded for an indefinite period.

11.2 The right of both parties to extraordinary termination for good cause remains unaffected. An important reason for Bernard Technologies exists in particular in the case of:

a) Non-payment or late payment of advances or non-compliance with agreed payment deadlines by the client.

b) Default of acceptance by the client.

c) Failure on the part of the client to provide the necessary cooperation or to fulfill his duty to ensure safety within a reasonable period of time.

d) Significant deterioration in the client's financial situation.

e) The opening of insolvency proceedings against the client's assets or if the opening of such proceedings is rejected for lack of assets.

11.3 In the event of extraordinary termination, the client shall reimburse Bernard Technologies for partial services and expenses incurred up to that point. In the event of termination by the client, § 648 BGB shall apply, unless Bernard Technologies is responsible for the termination.

11.4 After effective termination, Bernard Technologies shall provide the client with the results of the work performed up to that point within a reasonable period of time.

11.5 The client shall immediately return to Bernard Technologies all items and rights temporarily made available for the purpose of providing the service.

12 General provisions

12.1 Unless otherwise agreed, the place of performance for all services owed shall be the registered office of Bernard Technologies.

12.2 The exclusive place of jurisdiction for all legal actions against Bernard Technologies arising from or in connection with the business relationship is - as far as legally permissible - Munich. However, Bernard Technologies is also entitled to bring an action before the court having jurisdiction for the client's registered office.

12.3 All legal relationships between Bernard Technologies and the client are subject to German law to the exclusion of the provisions of international private law.

12.4 The client is not entitled to assign claims from contracts with Bernard Technologies to third parties. § 354a HGB remains unaffected.

12.5 Should individual provisions of the above terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by provisions that come closest to the economic purpose of the contract and the reasonable protection of the interests of both parties.