

## **General Terms and Conditions of oraise Beteiligungs – und Verwaltungs GmbH & Co. KG**

These general terms and conditions in German are decisive for business transactions between oraise Beteiligungs – und Verwaltungs GmbH & Co. KG and its customers. The English version is a non-binding translation.

### **(1) Scope**

These General Terms and Conditions of Business and Delivery apply to all contracts concluded between oraise Beteiligungs – und Verwaltungs GmbH & Co. KG (hereinafter referred to as "oraise") and all other agreements made within the scope of the business relationship. The customer's general terms and conditions shall expressly not become part of the contract, even if oraise does not expressly object to them. If the customer does not wish to accept the following general terms and conditions of business and delivery, they must notify oraise in writing in advance. These general terms and conditions shall only apply to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).

### **(2) Terms of payment and prices**

All invoices issued by oraise are payable immediately, unless other due dates have been agreed. The date of receipt of payment by oraise is decisive. In the event of default, oraise is entitled to withhold further deliveries and services. In the event of default of payment by the customer, oraise is entitled to charge interest. Interest shall be calculated in accordance with Section 288 of the German Civil Code (BGB). All prices are exclusive of the statutory value added tax. oraise is entitled to make partial deliveries. If the prices are not guaranteed in cost estimates or offers, oraise shall inform the customer immediately if it becomes apparent that the estimate is likely to be exceeded by more than 15%. The customer shall then be entitled to terminate the contract in accordance with Section 650 of the German Civil Code (BGB).

The customer must ensure that all invoices issued by them comply with the applicable legal requirements for proper invoices. A properly issued invoice requires that:

- it is verifiable;
- it complies with tax regulations;
- it is issued in euros;
- it shows the respective individual prices and other information that the contractor (hereinafter referred to as "Contractor") has received from the client (hereinafter referred to as "Client") for accounting purposes, such as the order number, order reference and cost centre of the Client.

The payment period shall commence as soon as the services have been rendered in full and in accordance with the contract and the properly issued invoice has been received by the CL.

### **(3) Limitation of liability**

oraise shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence. In cases of simple negligence, oraise's liability shall be limited to the foreseeable damage typical for this type of contract. Outside the cases of the preceding sentence 1, oraise shall be liable in accordance with the statutory provisions if oraise culpably breaches an essential contractual obligation; however, even in this case, liability for damages shall be limited to the foreseeable, typically occurring damage. Liability for culpable injury to life, limb or health remains unaffected.

oraise shall not be liable for the recovery of data unless it can be attributed to gross negligence or intent on its part. The customer undertakes to take appropriate security measures in line with the state of the art to ensure that its data can be reconstructed with reasonable effort.

The customer undertakes to take precautions to minimise any damage that may occur and, in particular, to back up their data on a daily basis. When backing up data, care must be taken to ensure that the data carriers are also changed regularly. oraise shall not be liable for damage that could have been avoided by proper data backup.

### **(4) Software**

oraise guarantees that the software created and delivered by oraise is essentially free of material and manufacturing defects for a period of 1 year from the date of delivery. Insignificant deviations from the agreed quality or minor impairments to usability, in particular errors that can be resolved by other options offered by the software, do not constitute defects in the software created or delivered. The warranty is limited to these services. The customer is aware that, given the current state of technology, errors in programs cannot be ruled out.

In the event of a justified complaint, oraise reserves the right to carry out a total of three attempts at rectification or, in the event of the final failure of the rectification, to grant the customer the right to withdraw from the contract or reduce the price at the customer's discretion. The limitation of liability in section 4 applies to the software created or delivered.

oraise reserves the right to make changes to the programs even after delivery that improve the performance of the program and do not impair the remaining software.

Information in manuals, documentation and/or advertising material relating to product enhancements or available accessories is non-binding, in particular because the products are subject to constant adaptation and the information may also refer to future developments. Insofar as acceptance of our services is required, these shall also be deemed accepted upon unobjectionably commencement of operation.

Unless it has been contractually agreed that software created by oraise has been created exclusively and individually for a customer, the

customer shall receive a simple, non-transferable right of use to the software provided, created or modified by oraise. In such cases, the creation of copies, modification or transfer of the software to third parties is not permitted. The rights to the software and the source code remain with oraise.

### **(5) Rental**

The transfer of use of hardware and software is exclusively for the installation location specified in an acceptance report to be created. If software is made available to the lessee, it is only intended for the contractual operation of the hardware; any other use is prohibited.

The lessee is not entitled to transfer the leased item to third parties without the prior consent of oraise. Modifications and additions to the leased item are not permitted without the consent of oraise. The lessee is responsible for the selection of the leased item. The rental period is specified in the order and begins on the day the item is ready for operation (= from the time of acceptance by the customer). The rental period is automatically extended by one year unless the rental agreement is terminated in writing by one of the parties by registered letter with three months' notice before the end of the respective rental period. The lessee undertakes to create the installation and setup requirements in accordance with the respective installation meeting minutes by the delivery date. The parties shall determine the date of operational readiness in an acceptance report. The obligation to pay the rent shall commence on the first working day after operational readiness has been achieved. The lessee is obliged to treat the rented item with care in accordance with general standards. The rented item may only be used for its intended purpose. oraise is entitled to have the rented item inspected at the place of use at any time during normal business hours. In the event of loss or theft of the rented item, the tenant is obliged to replace the replacement value to oraise; however, the customer is entitled to prove to oraise that the damage incurred by oraise is less than the replacement value. oraise shall only be obliged to maintain the rented items and keep them in working order within the scope of a separate service agreement. In this case, the rented item may be exchanged for other hardware or software with the same function. Otherwise, any liability on the part of oraise is excluded, unless oraise has caused the liability intentionally or through gross negligence or there is a case of injury to life, limb or health caused by oraise. The parties shall agree on the terms and conditions for the return and uninstallation of the rented item after termination of the rental agreement in a separate order.

### **(6) Retention of title**

The delivered goods remain the property of oraise until all claims of oraise arising from the business relationship with the customer have been paid in full, both in respect of the principal and ancillary claims. The customer is obliged to insure the items subject to oraise's retention of title in an appropriate manner (i.e. theft, fire, water and low-voltage insurance) and to provide oraise with proof of such insurance upon request. In the event of damage, the

customer's insurance claim shall be deemed assigned to oraise. The customer is not authorised to dispose of the items subject to retention of title.

### **(7) Cooperation**

The customer shall ensure that oraise is provided with all information necessary for the performance of its services in good time and is informed of any processes and circumstances relating to the services. This also applies to information, processes and circumstances that only become known during oraise's activities.

### **(8) Affiliated companies**

Companies affiliated with oraise within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) or Sections 271 and 290 of the German Commercial Code (HGB) shall not be considered third parties within the meaning of a confidentiality agreement. Confidential information may be passed on to these companies by oraise.

Companies affiliated with oraise within the meaning of Sections 15 et seq. of the German Stock Act (AktG) or Sections 271, 290 of the German Commercial Code (HGB) shall not be considered subcontractors.

### **(9) Right to issue instructions**

The employees of oraise do not enter into an employment relationship with the customer on the basis of the business relationship with the customer, which also applies when working on the customer's premises. In particular, responsibility for personnel, disciplinary instructions and the organisation and implementation of personnel deployment lie exclusively with oraise.

### **(10) Confidentiality**

oraise and the customer undertake to keep confidential all documents, information and data (including know-how/designs/drawings/samples/customer data/marketing data/financial data and other trade or business secrets, Sections 17 and 18 of the German Unfair Competition Act (UWG)), which have been made available to them or come to their knowledge in connection with the business relationship with , to use them only within the scope of the respective contractual purpose and to protect them from unauthorised access by third parties.

The customer shall store all documents received from oraise carefully and protect them from unauthorised access and shall take all necessary organisational measures to protect customer data from unauthorised access. The customer shall surrender to oraise any documents containing information to be kept confidential under this contract, as well as any copies thereof, as soon as they are no longer required for the fulfilment of their contractual obligations. A right of retention,

regardless of the legal basis, cannot be asserted in this respect.

oraise and the customer undertake to observe and comply with the relevant data protection laws and regulations.

### **(11) Price changes**

oraise shall be entitled to adjust prices if the procurement costs, value added tax or other cost factors relevant to pricing change. oraise shall inform the customer of price changes at least four weeks before they come into effect. In the event of price increases that significantly exceed the regular increase in the cost of living or comparable service costs, the customer shall be entitled to a special right of termination, which they may exercise within four weeks of receipt of the notification.

### **(12) Miscellaneous**

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Rather, the invalid provision shall be replaced by a valid provision that comes closest to the intended purpose. No subsidiary agreements have been made. Amendments to the contract shall only be effective if they are confirmed in writing. The customer may only assign their rights arising from a business relationship with oraise with the written consent of oraise. The customer may only offset the purchase price claim with recognised or legally established counterclaims. **The place of jurisdiction** is, to the extent permitted by law, **the registered office of oraise in Bremen**, Federal Republic of Germany. German law applies exclusively to the legal relationships between the parties, excluding the UN Convention on Contracts for the International Sale of Goods.

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**Bremen, August 2025**

**oraise Beteiligungs- und Verwaltungs  
GmbH & Co. KG**

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