

General Terms and Conditions of MEGABAD GmbH for Business Customers

Please note that only the German version is legally relevant.

1. Scope of application; General

1.1 These General Terms and Conditions (“GTC”) contain the terms and conditions that apply exclusively between you and us, MEGABAD GmbH, Heisenbergstr. 19a, 50169 Kerpen, Germany, for all contracts, deliveries, services and offers concluded between you hereinafter referred to as “you” or the “customer”) and us. These GTC are an integral part of all contracts that we conclude with you for the deliveries or services offered by us.

1.2 These GTC only apply if you are an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

1.3 General terms and conditions of you or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or refers to general terms and conditions of you or a third party, this does not constitute agreement with the validity of your general terms and conditions.

1.4 Legally relevant declarations and notifications to be made by you to us after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must at least be in text form to be effective. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

2 Offer and conclusion of contract

2.1 The presentation of our goods and services in our online store at <https://www.megabad.com/>, in our catalogs or our other advertising media does not constitute a binding offer on our part. You submit a binding offer to us with your order.

2.2 A contract between you and us is only concluded when we issue an express separate declaration of acceptance, which can be sent by fax, e-mail, in writing or by sending the ordered goods. Please refer to our customer information for details of how a contract is concluded when you place an order via our online store at <https://www.megabad.com/>.

2.3 Our information on the object of the delivery or service (e.g. weights, dimensions, tolerances and technical data) as well as our representations of the same (e.g. illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They are not warranted characteristics, but descriptions or identifications of the delivery or service. Customary deviations and deviations that occur due to legal regulations or represent technical improvements are permissible, provided that they do not impair the usability for the contractually intended purpose.

2.4 We reserve the title and copyright to all drawings, illustrations, calculations, brochures, catalogs, tools or other documents and aids made available to the customer, models, tools or other documents and aids provided to the customer. The customer may not make these items accessible to third parties, disclose them, use them himself or through third parties or reproduce them without our express consent. At our request, he must return these items to us in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3 Prices and payment; default of payment; offsetting and retention

3.1 The prices shall apply to the scope of services and deliveries listed in the order confirmations. Prices are quoted in EURO ex works plus packaging, statutory VAT, any transportation costs and transport insurance, customs duties in the case of export deliveries as well as fees and other public charges.

3.2 Invoice amounts are to be paid within the agreed payment period. The date of receipt by us shall be decisive for the date of payment.

3.3 Invoices may be sent by post or electronically by e-mail at our discretion. Electronic invoices shall be sent to the customer by e-mail to the e-mail address provided by the customer. The customer must inform us immediately of any change to the e-mail address specified for electronic invoicing.

3.4 In the event of default of payment, you shall pay default interest in the amount of 9 (nine) percentage points above the respective base interest rate per annum. Furthermore, we may charge a lump sum of 40 euros. We reserve the right to claim higher interest and/or further damages. The lump sum according to sentence 2 shall be set off against any damages owed insofar as the damage is due to the costs of legal action. Our claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.

3.5 We shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to significantly reduce your creditworthiness and which jeopardize the payment of our outstanding claims by you from the respective contractual relationship.

3.6 You are only entitled to set-off and retention rights insofar as your claim is recognized by us, undisputed, legally established or you are entitled to warranty rights.

4 Value vouchers

4.1 If we have concluded a contract with you for the purchase of vouchers, the following terms and conditions shall also apply:

4.2 After receipt of payment, we will send the voucher within one working day by e-mail to the e-mail address you provided during the ordering process.

4.3 The vouchers are valid for 36 months from the date of issue. An extension is not possible. After expiry of the aforementioned period, the credit expires and the voucher can no longer be redeemed. A refund of the (remaining) credit is excluded in this case. Cash payment is also not possible.

4.4 We accept no liability for stolen or lost vouchers.

4.5 Redeeming the vouchers

4.5.1 Value vouchers can be redeemed on our website <https://www.megabad.com/> by entering the assigned value voucher code in the corresponding input mask during the order process. After clicking on the confirmation button, the updated purchase price will be displayed. If the amount of the voucher is not sufficient to cover the price of the order, the remaining purchase price will be displayed. The difference can be paid using another payment method approved by us. It is not possible to redeem several vouchers within the same order process.

4.5.2 In order to redeem a voucher, the purchase value must be at least equal to the value of the voucher. A remaining balance cannot remain on the voucher.

4.5.3 If a purchase contract that was paid for (possibly in part) with a voucher is canceled or the goods are returned for any other reason, the credit used for payment will be refunded to you directly.

5 Delivery and delivery time; default of acceptance; reservation of self-delivery; delay in delivery

5.1 Deliveries by us shall be ex works. At your request and at your expense, we will ship the goods to another destination. Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route and packaging).

5.2 Partial deliveries and services by us are permissible, taking into account our interests, unless they are unreasonable for you. Unreasonableness shall be deemed to exist in particular if you incur considerable additional expenses or additional costs as a result of the partial delivery, if the partial delivery cannot be used by you within the scope of the contractually intended purpose, or if the delivery of the remaining ordered goods is not ensured.

5.3 The delivery period shall be agreed individually or specified by us upon acceptance of the order. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation.

5.4 Compliance with our delivery obligation presupposes the timely and proper fulfillment of the obligations by the customer. If this is not the case, the delivery period shall be extended by the delay caused by the customer. The defense of non-performance of the contract remains reserved.

5.5 If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs).

5.6 If ordered goods are not available because we are not supplied by our supplier through no fault of our own, we may withdraw from the contract. In this case, we will inform you of this immediately and reimburse you without delay for any performance already rendered.

5.7 Serious, unforeseeable and unavoidable events, even when exercising the utmost care, such as in particular

- force majeure;
- labor disputes, unrest, armed or terrorist conflicts, mutiny, blockade, embargo, epidemics/pandemics that are not culpably caused;
- fire/explosion/flooding for which the party is not responsible; or
- technical problems of the Internet beyond the control of a party; this does not apply if and insofar as we also offer the telecommunications service,

which make it impossible to perform the service (in whole or in part, permanently or temporarily) shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. This shall also apply if any of our suppliers and/or vicarious agents are affected by serious events and we are unable to provide our service in whole or in part for this reason. In such cases, any delivery periods shall be extended to a reasonable extent. You will be notified of the new delivery period. Each party must inform the other immediately of the occurrence and end of a serious event. If the service is still not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part. We shall immediately reimburse any consideration already paid by the customer.

5.8 Your claims for damages or reimbursement of futile expenses in the event of delayed delivery or impossibility of performance shall exist in accordance with Clause 8.

6 Place of performance; assumption of risk

6.1 The place of performance for all obligations arising from the contractual relationship is Kerpen, unless otherwise agreed.

6.2 If the goods are dispatched at your request, this shall be at your risk. The risk shall pass to you at the latest when the delivery item is handed over to the forwarding agent, carrier or other third party designated to carry out the shipment. If transportation is delayed for reasons within your sphere of responsibility, the risk shall pass to you as soon as the delivery is ready for dispatch and we have notified you of this. This shall also apply if partial deliveries are made or if we have assumed other services (e.g. shipping).

7 Warranty

7.1 The statutory provisions shall apply to your rights in the event of material defects and defects of title (including incorrect and short delivery), unless otherwise specified below. In all cases, the special statutory provisions for final delivery of the goods to a consumer and any guarantees given by us or third-party manufacturers shall remain unaffected.

7.2 The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). If the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 (3) BGB).

7.3 In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if applicable, update the digital content insofar as this expressly results from a quality agreement in accordance with Clause 7.2. In this respect, we accept no liability for public statements made by the manufacturer or other third parties.

7.4 In principle, we are not liable for defects that you are aware of or are grossly negligent in not being aware of when the contract is concluded (Section 442 BGB). Insofar as a mutual commercial transaction exists, your claims for defects presuppose that you have complied with your statutory inspection and complaint obligations in accordance with §§ 377, 381 HGB. If a defect is discovered during the inspection of the purchased item or later, we must be notified of this immediately in writing, whereby the timely dispatch of the notification is sufficient to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, you must notify us immediately in writing of any obvious defects (including incorrect and short deliveries), whereby the timely dispatch of the notification is also sufficient to meet the deadline. If you fail to properly inspect the goods and/or notify us of defects, our liability for the defect not notified or not notified in good time shall be excluded.

7.5 If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the buyer in the individual case, he may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

7.6 We are entitled to make the subsequent performance owed dependent on you having paid the purchase price due. However, you are entitled to retain a reasonable part of the purchase price in proportion to the defect.

7.7 You must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a

replacement delivery, you must return the defective item at our request in accordance with the statutory provisions; however, you do not have a right of return. Subsequent performance does not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obliged to perform these services; your claims for reimbursement of corresponding costs (“dismantling and assembly costs”) remain unaffected.

7.8 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTC if a defect actually exists. However, if your request to remedy the defect proves to be unjustified, we may demand reimbursement of the resulting costs from you.

7.9 In order to limit our manufacturer's liability, the customer is obliged to provide us immediately with all information available to him that indicates the existence of defects. The customer must support us immediately and comprehensively in any recall actions to which we may be legally obligated and ensure the traceability of the goods sold by him.

7.10 Claims of the Buyer for reimbursement of expenses pursuant to Section 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u BGB). Claims for damages or compensation for futile expenses (Section 284 BGB) shall only exist in accordance with the following Sections 8 and 9, even in the event of defects in the goods, and are otherwise excluded.

8 Other liability

8.1 We shall be liable - irrespective of the legal grounds - for damages or compensation for futile expenses in accordance with the following provisions in Clauses 8.2 to 8.6.

8.2 Unless otherwise stated in these GTC including the provisions of this Section 8, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

8.3 We shall be liable for damages - irrespective of the legal grounds - in the event of intent or gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only

8.3.1 for damages resulting from injury to life, body or health,

8.3.2 for damages arising from the breach of a material contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance you regularly rely and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

8.4 The limitations of liability resulting from Section 8.3 shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods or in the event of liability under the Product Liability Act.

8.5 The provisions of this Section 8 shall apply accordingly to the reimbursement of futile expenses.

8.6 Insofar as our liability for damages is excluded or limited, this shall also apply to the personal liability for damages of our legal representatives and vicarious agents.

9 Limitation period

9.1 The limitation period for claims arising from material defects and/or defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

9.2 The statutory limitation period shall apply to claims under the Product Liability Act, in cases of intent or fraudulent intent, gross negligence, in cases of supplier recourse pursuant to Sections 478, 479 BGB, the special provisions of Sections 438 (1) Nos. 1 and 2 BGB, Sections 444, 445b BGB or in cases of injury to life, limb or health.

9.3 The above limitation periods under sales law also apply to your contractual and non-contractual claims for damages based on a defect in the goods, unless the application of the regular statutory limitation period would lead to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act remain unaffected in any case.

9.4 Otherwise, the statutory limitation periods shall apply exclusively to the Buyer's claims for damages pursuant to Clause 8.

10 Retention of title

10.1 We reserve title to the goods (hereinafter referred to as "reserved goods") until receipt of all claims to which we are entitled from the purchase contract and the business relationship with you and claims arising in the future. In the event of breach of contract on your part, in particular default of payment, we shall be entitled to take back the reserved goods. If we take back the reserved goods, this shall constitute a withdrawal from the contract. After taking back the goods subject to retention of title, we shall be authorized to sell them; the proceeds from the sale shall be offset against your liabilities to us - less reasonable selling costs.

10.2 In the event of seizure or other interventions by third parties, you must notify us immediately in writing.

10.3 You are entitled to resell the goods subject to retention of title in the ordinary course of business; you hereby assign to us all claims in the amount of the final invoice amount (including VAT) of our claim which accrue to you from the resale against your customers or third parties, irrespective of whether the goods subject to retention of title have been resold without or after processing. We hereby accept this assignment. You remain authorized to collect this claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as you meet your payment obligations from the collected proceeds, are not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended. If this is the case, however, we may demand that you inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.

10.4 Any processing or transformation of the reserved goods by you shall always be carried out on our behalf. If the reserved goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the new item created by processing as to the goods subject to retention of title.

10.5 If the reserved goods are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount incl. VAT) to the other combined or mixed items at the time of

combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the item is to be regarded by you as the main item, you and we hereby agree that you shall transfer to us co-ownership of this item on a pro rata basis. We hereby accept this transfer. You shall keep the resulting sole ownership or co-ownership of an item for us.

10.6 In the event of seizure of the reserved goods by third parties or other interventions by third parties, you must draw attention to our ownership and inform us immediately in writing so that we can enforce our ownership rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, you shall be liable for these costs.

10.7 If you so request, we shall be obliged to release the securities to which we are entitled to the extent that their realizable value exceeds the value of our outstanding claims against you by more than 10%. However, we may select the securities to be released.

10.8 Insofar as the retention of title or other security rights mentioned in this Clause 10 are ineffective or unenforceable due to mandatory foreign legal provisions, a security corresponding to the retention of title or the respective security right shall be deemed agreed. In this respect, the customer shall cooperate in all measures necessary to establish and maintain such security.

11 Place of jurisdiction; applicable law

11.1 If you are a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, if you have no general place of jurisdiction in Germany or if you move your place of business abroad after conclusion of the contract, the place of jurisdiction for any disputes arising from the business relationship between us and you shall be Kerpen. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.

11.2 The relationship between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.