

General Terms and Conditions of Empyre Systems / N. Bergner Systemintegration, Owner Nils Bergner**1. Offer and conclusion of contract**

1.1 Offers and cost estimates of the Contractor are always subject to change unless they are declared binding in writing. They include only those services that are expressly specified therein. If the Contractor expressly submits an offer in writing as "binding", it shall be bound by this for 14 calendar days.

1.2 Contracts shall not enter into force until the Contractor has accepted in writing any orders or purchase orders received by it, has confirmed in writing any declarations of acceptance received by it or has provided the deliveries or services ordered by the Client. This applies accordingly to additions or amendments to contracts. The Contractor reserves the right to accept or reject orders for additional services at its own discretion, insofar as the Contractor is not legally obligated to perform them.

1.3 The electronic form is equal to the written form.

1.4 If the Contractor's performance is to take place in or on a ship or boat, the Client shall be obliged - unless the ship or boat is the sole property of the Client - to inform the Contractor thereof in writing without being requested to do so upon conclusion of the contract at the latest.

2. Scope of services and documentation

2.1 In case of doubt, the content of the offer or the content of the Contractor's order confirmation and the documents specified therein shall be decisive for the scope of service or scope of delivery. The Client shall bear any costs for additional expenses resulting from the incorrectness of drawings or other documents provided by the Client.

2.2 All information provided by the Contractor to the Client and the Contractor's documents on which the contract is based (e.g. drawings, dimensional and weight specifications or technical descriptions) contain only approximate values customary in the industry. They are not guaranteed quality, unless the guarantee is made expressly and in writing. The Contractor reserves the right to make insignificant changes (e.g. changes in design, shape or colour, changes in materials in the course of technical progress, etc.) without the Client being able to derive any rights from this.

2.3 The documents referred to in Clause 2.2 - even if they are available in electronic form - may only be used by the Client for the purpose of fulfilling the contract concluded with the Contractor, in particular they may not be reproduced or made accessible to third parties. If a contract between the Contractor and the Client is not concluded, they shall be returned by the Client without delay.

2.4 If the Contractor provides services using designs or other documents and information provided by the Client, the Client shall be obliged to indemnify the Contractor against any claims of third parties based on the infringement of property rights, copyrights and industrial property rights as a result of the use of the designs, documents or information provided by the Client.

2.5 The Contractor shall be permitted to have the work assigned to it performed in whole or in part by third parties.

3. Pricing

3.1 All prices refer to the net amount in Euro. The statutory rate of value added tax is added to the prices.

3.2 Unless otherwise stated in the offer, the prices quoted in offers shall be understood as unit prices. Invoicing shall be based on actual expenditure or on the material or units actually required. If the actual expenditure and the actual material costs in total are expected to exceed 120% of the total costs stated in the offer, the Contractor shall notify the Client thereof without delay.

3.3 Labour (e.g. installation, configuration/programming, etc.) is charged on an hourly basis. Unless otherwise stated in the offer, one working hour (60 minutes) shall be charged at € 120.00 net.

3.4 All charges for packaging, transport, customs, as well as fees and other public charges shall be charged separately and shall be borne by the Client.

3.5 Travel costs and expenses are charged separately and shall be borne by the Client.

3.6 If cost increases (for wages, taxes, materials, etc.) occur between conclusion and fulfillment of the contract, the Contractor shall be entitled, at its reasonable discretion, to demand a correspondingly adjusted price that does not exceed its prices generally applicable at the time of fulfillment of the contract, provided that there is a period of more than 4 months between conclusion and fulfillment of the contract.

3.7 If the Contractor is unable to fulfill the contract in whole or in part for reasons for which it is not responsible, the Client shall owe the pro rata remuneration for deliveries and services provided up to that point.

4. Payments

4.1 All payment claims of the Contractor are due immediately upon receipt of the invoice without deduction.

4.2 In the event of default in payment, the Contractor shall be entitled to charge interest in the amount of the interest rate charged by commercial banks for open overdrafts - at least, however, 5 percentage points above the respective base interest rate, and if the Client is not a consumer, 9 percentage points above the base interest rate. The interest is due immediately. This shall not affect the assertion of further damages caused by default.

4.3 If the Client is in default with a payment (regardless of whether it is a full payment, partial payment, payment on account or an advance payment), the Contractor shall be entitled to suspend the work until payment is made. Any costs caused by this shall be borne by the Client.

4.4 The Contractor shall be entitled to demand payment on account. The Contractor shall also be entitled to demand advance payments up to an amount of 100%.

4.5 If the Client requests the Contractor to order and deliver material or hardware in addition to pure work services (e.g. assembly, conversion, repair or installation), the order and delivery of all material or hardware shall be made exclusively against advance payment (100%). Such a payment claim is also due immediately upon receipt of the invoice without deduction.

5. Transfer, offsetting and the right of retention

5.1 The Client is not entitled to transfer claims and rights directed against the Contractor to third parties without the Contractor's prior written consent.

5.2 The Client may only offset against the Contractor claims that are undisputed or have been established by a court of law.

5.3 The Client shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship.

6. Deadlines and dates

6.1 Deadlines and dates are only binding for the Contractor if they have been expressly agreed in writing. If no deadlines or dates have been agreed in writing, the deadlines or dates estimated by the Contractor shall apply. Otherwise, reasonable periods and deadlines shall apply, taking into account the type and scope of the services, complications, etc. If a delivery period has been agreed, it shall commence upon conclusion of the contract.

6.2 The prerequisite for timely delivery or performance is the complete and timely fulfillment of all cooperation obligations and duties of the Client, in particular the timely provision of the documents to be procured by it, the timely provision of the object of performance in a condition suitable for processing and the clarification of all commercial (including the price agreement) and technical questions as well as the provision of any necessary official approvals or down payments. Agreed deadlines and dates shall be extended by the duration of the delay in receipt of due payments, even if the Contractor has not asserted any rights of retention or rights to refuse performance.

6.3 In the event of subsequent changes or additions to the scope of delivery or performance, the deadlines and dates shall change in accordance with the associated additional time required.

6.4 Force majeure and other circumstances beyond the control of the Contractor - regardless of whether they affect the Contractor or its suppliers - shall release the Contractor completely from its obligation to deliver and perform for the duration of their effects and, insofar as they render service provision impossible. The time of performance shall be extended by the period for which the Contractor is unable to perform due to force majeure or other circumstances beyond the Contractor's control. If the Contractor is prevented from performing work for an unreasonable period of time due to force majeure or other circumstances beyond the Contractor's control, both the Client and the Contractor shall be entitled to withdraw from the contract. Claims for damages by the Client are excluded.

6.5 If the Contractor is behind schedule with the completion of the object of performance, the Customer may, provided that it can prove that it has suffered damage, without prejudice to the right to withdraw from the contract if the statutory requirements are met, claim compensation for default in the amount of 0.2% of the contract price per completed week of the delay, but not more than 10% of the contract price, to the exclusion of any further claims for damages. This limitation shall not apply if the delay is due to gross negligence (intent or gross negligence) or breach of other material contractual obligations of the Contractor.

7. Provision of the object of performance

The Client shall provide the Contractor with the object of performance in a workable condition, in particular in accordance with the applicable safety regulations, at the agreed location and at the agreed time in such a way that the work can be started. If the Client provides the object of performance in a condition that cannot be processed, the Contractor shall be entitled to initially refuse its performance and to charge the Client for any costs incurred as a result.

8. Acceptance; work records

8.1 The Client shall accept the object of performance immediately after completion. Acceptance shall be deemed to have taken place at the latest when the Client has put the object of performance into use.

8.2 If the Client does not accept the object of performance immediately after completion, the Contractor may, after unsuccessful reminder and after setting a reasonable deadline, withdraw from the contract and/or claim damages, at its option either compensation for the concrete damage incurred or - without proof of damage - in the amount of 10% of the agreed contract price. However, the Client shall have the right to prove that the Contractor has not incurred any damage or only significantly less damage.

8.3 The Contractor shall be entitled to demand partial acceptance. If partial acceptance is unjustifiably refused or not carried out within 4 days of request, the Contractor shall be entitled to suspend its work until acceptance has been declared. If still no acceptance has been declared after 4 more days, the Contractor shall be entitled to withdraw from the contract and/or claim damages, and may optionally demand either compensation for the concrete damage incurred or - without proof of damage - in the amount of 10% of the agreed contract price. However, the Client shall have the right to prove that the Contractor has not incurred any damage or only significantly less damage.

8.4 Acceptances must be made in writing.

8.5 The Client is obliged to check the work records submitted by the Contractor on a daily basis and, in case of correctness of the contents, to confirm them by signature. In the event of unjustified failure to confirm, the Contractor shall be entitled to suspend its services until the signature is received. Any performance deadlines shall be extended accordingly.

9. Retention of title

9.1 The Contractor shall retain title to the items delivered and/or installed by it (reserved goods) until complete fulfillment of all claims to which it is entitled against the Client from the respective contracts and from the business relationship with the Client now or in the future, irrespective of the legal grounds, which arise or had already arisen from the time that the contract was concluded.

9.2 The Client shall be entitled to resell, further process, mix or combine or subsequently sell the reserved goods within the scope of extended reservations of title, provided that these are carried out in the ordinary course of business. A pledge or transfer of ownership by way of security of goods subject to retention of title by the

Client is not permitted. The Client shall immediately notify the Contractor in writing of any attachments, seizures or other dispositions by third parties.

9.3 Any processing or transformation of the reserved goods shall be carried out by the Client exclusively on behalf of the Contractor. In the event that the Client combines or mixes the reserved goods with other items not owned by the Contractor, the Contractor shall acquire co-ownership of the new item in the ratio of the total value of the new item to the invoice value of the reserved goods. The new item resulting from the processing shall also be deemed to be reserved goods. If the Contractor's ownership of the parts expires in accordance with Section 947 (2) of the German Civil Code, the Contractor and the Client shall now agree that the Client's ownership of the uniform object shall pass to the Contractor (Section 929 (2) of the German Civil Code) to the extent that this corresponds to the value of the installed parts plus labour (invoice value).

9.4 The Client assigns to the Contractor in advance all claims to which it is entitled in connection with the sale, including ancillary rights and any claims against its insurers, as security. If the reserved goods are sold by the Client together with other items not owned by the Contractor, whether without or after processing, the claims shall be deemed assigned to the Contractor in the amount of the outstanding invoice value of the reserved goods. The above assignment does not include any deferral of the payment claims to which the Contractor is entitled against the Client.

9.5 The Client shall remain authorised to collect the claims assigned to the Contractor even after the assignment. The Contractor's right to collect the claims itself shall remain unaffected by the foregoing; however, the Contractor shall not collect the claims as long as the Client is not in default of payment, no application for the opening of insolvency proceedings against its assets has been filed or rejected for lack of assets, or no suspension of payments has occurred. In the presence of one of these cases, the Client shall immediately notify the Contractor in writing of the assigned claims and their debtors, provide all information and documents required for the collection of the claims and notify the debtors of the assignment in writing.

9.6 The Client shall keep the reserved goods in proper condition and - insofar as they are not installed - store them separately and mark them as the property of the Contractor.

9.7 At the request of the Client, the Contractor shall transfer back to the Client the ownership to which it is entitled of the reserved goods and the claims assigned to it to the extent that the value of these securities exceeds the value of the claims to which the Contractor is entitled against the Client as a whole by more than 20%.

9.8 The Client shall comprehensively insure the object of performance at its own expense for the duration of the Contractor's retention of title. The Client hereby assigns all claims against the insurance company to the Contractor, which hereby accepts the assignment.

9.9 If the Client does not make any payment or only partial payment of a due payment claim and if a reasonable payment deadline set by the Contractor has also expired without success, or if the Client is already in default, the Contractor may demand that the Client surrender the reserved goods, even without having previously declared its withdrawal from the contract. The same shall apply if an application for insolvency is filed against the Client's assets and is not withdrawn within 10 days. If the Client does not comply with the demand for surrender or if there is a risk of loss or destruction of the reserved goods, the Contractor shall be entitled to take possession of the reserved goods. For this purpose, the Contractor may enter the location where the reserved goods are. Return costs shall be borne by the Client. The Contractor may dispose of any reserved goods that have been taken back on the open market and in the best possible manner. Insofar as the proceeds exceed the secured claim, the Client shall be entitled to them.

10. Defects; Warranty

10.1 The Client shall inspect the work immediately after acceptance. The Contractor must be notified in writing of any recognisable defects within one week of acceptance or - if the defect only becomes apparent later - within one week of discovery. If this does not happen, the work shall be deemed to be free of defects.

10.2 In the event of defects, the Contractor shall first be given the opportunity to provide subsequent performance within a reasonable period of time, at the Contractor's option either by remedying the defect or by producing the work anew.

10.3 If the services were provided on a ship or boat, this shall be made available to the Contractor for the purpose of subsequent performance in Hamburg or - if this is not possible in Hamburg - in Kiel. If neither is economically feasible, the Client may, after consultation with and also with the approval of the Contractor, have the work performed at another location. In this case, the Contractor shall reimburse the Client for the proven necessary expenses required for this work.

10.4 Claims of the Client for reimbursement of expenses incurred to enable subsequent performance, in particular the costs of providing the ship/boat or the object of performance at the place agreed in accordance with these Terms and Conditions, are excluded.

10.5 In the event of a notice of defect, the Contractor shall only be obliged to effect subsequent performance after the Client has paid a reasonable part of the contract price in consideration of the defect.

10.6 If subsequent performance ultimately fails, cannot reasonably be expected of the Contractor or the Client or is only possible at a disproportionately high cost and is therefore rejected by the Contractor, the Client may withdraw from the contract or reasonably reduce the remuneration if the statutory requirements are met - without prejudice to any claims for damages.

10.7 The Contractor's obligation to pay damages shall be governed by Clause 11 of these Terms and Conditions.

10.8 Replaced parts shall become the property of the Contractor at the Contractor's request.

10.9 Claims for defects and rights of the Client shall lapse if the deliveries or services are modified, processed, improperly handled or repaired by the Customer or third parties not authorised by the Contractor. The liability claims of the Client remain unaffected.

10.10 If the Contractor does not make any deviating agreements with the Client as an entrepreneur, all claims for defects of the Client against the Contractor shall become time-barred after one year, beginning with the transfer of risk. This limitation period shall not apply if and to the extent that the defect has been fraudulently concealed and/or one of the cases of liability referred to in Clause 11.1 of these Terms and Conditions exists.

10.11 Within the scope of subsequent performance, the Contractor may in any case remedy the defect itself or have it remedied by a third party commissioned by it.

10.12 The Client's warranty claims shall lapse insofar as they relate to defects in parts on which the Client or a third party has interfered without the Contractor's consent and defects have been caused

thereby, unless the Client refutes the Contractor's substantiated assertion that the interference has caused or intensified the defect. They shall also lapse if the Client does not keep the defective parts available for inspection by the Contractor in the condition in which they were at the time the defect was discovered. Finally, they shall lapse insofar as the defect concerns a part manufactured by a specific third party and the Client refuses its consent to replace this part with an equivalent one manufactured by another party.

10.13 the Contractor shall not be liable for any damage caused by the following factors: Defective assembly or commissioning by the Client or third parties commissioned by the Client, unsuitable or improper use, natural wear and tear, faulty or negligent handling - in particular excessive stress - use of operating materials and replacement materials that do not comply with the operating instructions, chemical, electro-chemical and/or electrical influences, insofar as they are not the fault of the Contractor.

10.14 Warranty claims are excluded insofar as the Contractor has complied with a special instruction of the Client with regard to the design or the material to be used and insofar as the Contractor has made the Client aware of the warranty exclusion to when issuing the instruction.

10.15 The Contractor's liability shall extend to the products being free of defects in accordance with the state of the art.

10.16 In the case of newly manufactured items and work services including associated planning and monitoring services, the Contractor shall be liable for one year from the transfer of risk, unless mandatory law stipulates otherwise. In the case of a sale of used products, liability is generally excluded. Repair and further claims of the Client due to defects are excluded. Therefore, it shall not be liable for damages that have not occurred to the product itself and not for other financial losses incurred by the Client.

11. Liability

11.1 Further claims other than those regulated in these Terms and Conditions or in the contract concluded with the Client shall be excluded unless they are based on the provisions of the Product Liability Act, an intentional or grossly negligent breach of contractual or statutory obligations on the part of the Contractor, damage to the health or physical injury of the Client or its employees as a result of a breach of duty for which the Contractor is responsible, the assumption of a guarantee for the existence of a property or the breach of material contractual obligations by the Contractor. Notwithstanding the aforementioned cases of liability, the Contractor shall not be liable, outside of the breach of material contractual obligations, for damages suffered by the Client that are based on a grossly negligent breach of duty.

11.2 If the Contractor violates essential contractual obligations, the Client's claim for damages against the Contractor shall be limited to the foreseeable damage typical for the contract, if there is neither intent nor gross negligence, nor is there liability for damage to health or bodily injury of the Client or its employees or due to the assumption of a guarantee for the existence of a property by the Client.

11.3 The liability of the Contractor for consequential damages is excluded, unless there is intent or gross negligence, or the warranty of certain properties is intended to protect the Client against consequential damages.

12. Jurisdiction, Applicable Law, Severability Clause

12.1 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship existing between the Contractor and the Client - including disputes arising from documents, bills of exchange and cheques - shall be Hamburg. However, the Contractor shall - at its discretion - also be entitled to assert claims against the Client before the courts in whose jurisdiction the Client's place of residence, registered office, property or the object of performance on which the work was performed is located. Any mandatory statutory places of jurisdiction shall remain unaffected.

12.2 The law of the Federal Republic of Germany shall apply exclusively as it applies among domestic persons, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).

12.3 If the Client is a consumer and has no general place of jurisdiction in Germany or if the Client's place of residence or habitual abode is unknown at the time the action is brought, the Contractor's registered office shall be the exclusive place of jurisdiction for all disputes arising from this contract.

12.4 There shall be no ancillary verbal agreements. Amendments and addenda to this agreement must be made in writing.

12.5 Should individual provisions of the contract with the Client, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties undertake to replace the wholly or partially invalid provision with a valid provision whose economic success comes as close as possible to that of the invalid provision.

Dated: July 2022