General Terms and Conditions

(Terms and conditions of collana apps GmbH)

1. General, scope of application

These GTC apply between collana apps GmbH ("collana apps") and its customers for all orders, including future orders. Terms and conditions of a customer that deviate from these GTC shall only be recognized if collana apps has agreed to their validity in writing. This also applies if collana apps carries out a customer order without reservation in the knowledge of conflicting or deviating terms and conditions of the customer. Agreements that deviate from or supplement these GTC must be made in writing.

2. Conclusion of contract

Unless expressly stated otherwise, collana apps's offer documents do not constitute an offer in the legal sense, but merely an invitation to the customer to submit an offer. Declarations of acceptance on the part of collana apps must be in text form or are implied when collana apps begins the contractual service.

3. Service provision and delivery

Unless otherwise agreed, the current hourly rates of collana apps at the time of the order in accordance with the price list known to the Customer or the offer sent apply to the services to be provided by collana apps. Unless otherwise stated, prices are quoted exclusive of statutory VAT. Proof of services rendered by collana apps is provided by means of time sheets to be submitted by collana apps. Unless otherwise agreed with the customer, the timesheets are to be
submitted by collana apps together with the invoice and are considered accepted unless the customer objects to them in writing within five working days of receipt. The provision of services shall take place during collana apps's normal business hours. If a specific appointment is required for individual services, the Customer will inform collana apps of this in due time.

collana apps is entitled to use third parties as subcontractors to provide the agreed services, but remains solely responsible to the customer for the contractual provision of services. Unless expressly agreed otherwise, delivery and performance deadlines are non-binding guidelines. If delivery or execution deadlines have been firmly agreed, these are to be extended appropriately in the event of delays for which collana apps is not responsible. If collana apps is responsible for such delays, the Customer is initially obligated to set collana apps a reasonable grace period for the provision of the service. Otherwise, delivery deadlines are subject to the correct and timely delivery to collana apps by its suppliers, provided that collana apps has concluded a congruent hedging transaction. The collana apps shall inform the customer immediately of any delays in
performance by the supplier. In this case, collana apps is entitled to withdraw from the contract.

collana apps is entitled to premature and/or partial performance with immediate partial invoicing. This does not apply if the partial performance is unreasonable for the Customer.

Goods are delivered from the collana apps warehouse. The customer bears the risk of transportation. If the Customer does not accept the goods or does not call them off within 14 days of collana apps's notification of readiness for shipment, the Customer shall be in default of acceptance without any further declaration by collana apps being required.

4. The customer's duty to cooperate

The customer shall support collana apps in providing the trained services to the extent necessary.

The Customer must ensure the provision of the framework conditions that are necessary for the proper provision of the services according to the state of the art or the instructions or installation guidelines of the Customer. This includes in particular the provision of any necessary telecommunications connections, cabling or sufficient electrical supply and, where applicable, the provision of necessary workplaces and rooms.

5. Terms of payment

Unless otherwise agreed, invoices from collana apps are due for payment to collana apps immediately upon receipt of the invoice and without deduction.

Offsetting against collana apps's claims is excluded unless the counterclaim is undisputed or has been legally established.

The Customer is not entitled to transfer rights from a contract concluded with collana apps to third parties without the consent of
collana apps.

The Customer is only entitled to exercise a right to refuse performance or a right of retention with respect to claims of collana apps in an amount that is in reasonable proportion to the Customer's counterclaims. The exercise of a right of retention is only permitted if and insofar as the customer's counterclaim is based on the same contractual relationship with collana apps.

6. Reservation of title

Deliveries by collana apps are made exclusively subject to retention of title. Ownership of the delivered goods ("reserved goods") shall only be transferred to the Customer once the Customer has settled all claims arising from the business relationship with collana apps in full. In the case of current accounts, the retention of title serves as security for all balance claims against the customer to which collana apps is entitled. If the value of the goods subject to retention of title exceeds the value of collana apps's claims against the Customer by

more than 20%, collana apps is obliged to release securities in the excess amount at collana apps's discretion upon the Customer's written request. Declarations of release must be made in writing.

If the goods subject to retention of title are mixed or combined with other objects, collana apps shall acquire co-ownership rights to the mixed stock or the new object in the amount of collana apps's share of the delivery in proportion to the delivery shares of third parties. The Customer is obligated to store these reserved goods for collana apps free of charge. The Customer is entitled to sell the goods subject to retention of title in the ordinary course of business as long as it is not in default of payment to collana apps. The Customer is obligated to agree a corresponding retention of title with its purchasers and not a prohibition of assignment. The Customer assigns to collana apps, which accepts this, all claims, including any ancillary rights and/or securities, to which it is entitled from the sale of the goods delivered by collana apps or for other legal reasons against its buyers or third parties, until all existing claims of collana apps against the Customer have been settled in full. With regard to assigned claims, the release obligation pursuant to paragraph 1 above shall apply accordingly. The Customer is authorized to collect assigned claims for collana apps until further notice. collana apps is entitled to revoke the collection authorization if the Customer is in default of payment.

The Customer is obligated to immediately notify collana apps of any impairment of collana apps's rights based on this retention of title, in particular as a result of imminent seizures, and to immediately inform third parties acting on collana apps's property rights of the existing property rights.

If the goods subject to retention of title come into the possession of third parties, the Customer shall assign to collana apps any claims for restitution against third parties upon request.

If the general legal requirements are met, collana apps is entitled to withdraw from the contract and demand the return of the reserved goods. This also applies if an application is made to open insolvency proceedings against the customer's assets. Irrespective of the exercise of a right of rescission, the customer's right to possession of the goods subject to retention of title shall lapse upon default of payment.

The customer is obliged to insure the goods subject to retention of title against fire, burglary and theft at his own expense. The customer assigns the rights of the customer resulting from the insurance contract to collana apps, which accepts this, for the duration of the retention of title. The release obligation pursuant to paragraph 1 above also applies accordingly regarding the claims assigned in this respect.

7. Warranty for defects

In the absence of a separate agreement, collana apps does not guarantee that services rendered or goods delivered by collana apps are suitable for specific purposes intended by the Customer and/or that components delivered by collana apps can be integrated into system environments already provided by the Customer.

The warranty for goods delivered by collana apps is based on the statutory provisions, taking into account the following restrictions.

Damage caused by improper handling or normal wear and tear is not covered by the warranty. If the customer acts contrary to the operating instructions or operating instructions provided by collana apps or by the manufacturers of the delivered goods and if this results in damage to the goods or unusability of the services provided by collana, a warranty by collana apps is excluded unless the customer proves that the damage would have occurred even if the operating instructions or operating instructions had been observed.

The customer is obliged to inspect delivered goods immediately. Section 377 HGB applies. The customer is obliged to notify collana apps in writing of obviously recognizable defects within a period of five working days from delivery and of hidden defects without delay. Otherwise, the assertion of warranty claims for defects is excluded.

The warranty period for delivered goods is one year.

8. Liability

collana apps is always liable to the customer

a) for damages caused by it and its legal representatives or vicarious agents intentionally or through gross negligence,

b) in accordance with the Product Liability Act and

c) for damages resulting from injury to life, body or health for which collana apps, its legal representatives or vicarious agents are responsible.

The liability of collana apps is excluded unless collana apps is guilty of intent or gross negligence and/or culpable violation of essential contractual obligations. Essential contractual obligations are abstractly such obligations whose fulfillment makes the proper fulfillment of the contractual relationship possible in the first place and on whose compliance a contractual partner may regularly rely. In the event of non-intentional acts or omissions, the scope of liability shall be limited to compensation for typical foreseeable damage, up to a maximum of

€ 100,000.00. The above limitations of liability do not apply if collana apps is subject to mandatory statutory liability, such as under the Product Liability Act or in the event of bodily injury or damage to health.

In the event of loss of data, collana apps shall only be liable for the expenditure required to restore the data in the event of proper

data backup by the Customer. In the event of slight negligence on the part of collana apps, this liability shall only apply if the Customer carried out a proper data backup immediately prior to the

the measure leading to the data loss.

9. Data protection

collana apps shall collect, process and use the Customer's personal data required for order entry, processing and handling within the scope of the business relationship exclusively in compliance with the applicable data protection regulations. Insofar as collana apps should also act as a commissioned data processor for the Customer within the scope of the contractual services, the provisions on commissioned data processing to be agreed separately with the Customer shall apply.

10. Final clauses

Amendments and supplements to this agreement must be made in writing and must expressly state that they constitute an amendment or supplement to this agreement.

The customer shall be responsible for observing any import and export regulations applicable to the deliveries or services, in particular those of the USA. In the case of cross-border deliveries and services, the customer shall bear any customs duties, fees and other charges incurred. The customer shall handle legal or official procedures in connection with cross-border deliveries or services on its own responsibility, unless expressly agreed otherwise.

All claims arising from or in connection with this contract shall be governed exclusively by German substantive law to the exclusion of the conflict of laws or the UN Convention on Contracts for the International Sale of Goods.

collana apps provides its services on the basis of its General Terms and Conditions (GTC). The customer's General Terms and Conditions do not apply, even if collana apps has not expressly objected to them.

The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract is the registered office of collana apps.

Should individual provisions be or become invalid, void or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.

Status: July 2025