

General Terms and Conditions of PIK AG

§ 1 Scope of application

1. The following General Terms and Conditions (hereinafter: the "GTC") of PIK AG are applicable to any and all sales, services as well as deliveries of PIK AG to its customers (hereinafter: the "Customer") in the relevant version current at the time of the conclusion of the agreement.
2. These GTC apply exclusively. Conflicting or deviating conditions of the Customer are not accepted by PIK AG, unless PIK AG expressly agrees to their validity in writing.
3. Insofar as these GTC refer to consumers, this refers to consumers within the meaning of Section 13 of the German Civil Code.
4. Insofar as these GTC refer to entrepreneurs, this refers to entrepreneurs within the meaning of Section 14 of the German Civil Code.
5. Insofar as these GTC refer to a trader, this refers to a trader within the meaning of the German Commercial Code.

§ 2 Contract language

The contract language is German.

§ 3 Applicable law

German law is applicable to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

§ 4 Conclusion of agreement / correction notice

1. The presentation of goods and services in the online shop of PIK AG does not constitute a legally binding offer, but a non-binding invitation to place an order (invitatio ad offerendum).
2. By clicking on the "Order subject to Payment" button in the last step of the ordering process, the Customer submits a binding offer to purchase or book, against payment, the goods and/or services shown in the order overview. Immediately after having sent the order, the Customer shall receive an order confirmation, which, however, does not yet constitute an acceptance of the offer of the Customer to enter into an agreement. An agreement between the Customer and PIK AG is only

concluded as soon as PIK AG accepts the offer of the Customer by means of a separate email. No sale and purchase agreement is concluded for goods and/or services that are not listed in the confirmation. PIK AG recommends the Customer to regularly check the SPAM folder of the email inbox of the Customer for messages.

3. The Customer can select goods for purchase and/or services for paid booking in the online shop of PIK AG by placing them in the digital shopping cart by clicking on the "Add to Cart" button. The Customer can access the digital shopping cart by clicking on the " Shopping Cart" symbol. The product selection can be changed in the digital shopping basket. For instance, the number of units of the individual goods and/or services can be increased or decreased there. Furthermore, the individual goods and/or services can be completely deleted there (by selecting the quantity "0"). In addition, the digital shopping cart shows the essential item details including the relevant costs. In the digital shopping cart, the Customer clicks on the "Proceed to Checkout" button to complete the ordering process. There, the Customer can enter their billing details and delivery address, and also select their payment method. Furthermore, the Customer can enter order information there and open a customer account. By pressing the "Continue" button, the Customer is taken to their order overview. All essential item details, including relevant costs and customer data, are summarised there. Up to this point, the Customer can correct their entries (e.g. the payment method, their data or the desired quantity) or withdraw from the agreement. If the Customer wishes to abandon the ordering process altogether, they can simply close the browser window. Only by pressing the button "Order subject to Payment" is a binding offer made by the Customer.

§ 5 Copyrights / Trademark Rights

1. Offers associated with planning and development work remain the intellectual property of PIK AG and cannot, either in whole or in part, be made available to third parties. Drawings and other documents belonging to offers must be returned to PIK AG immediately upon request if the order is not placed, without the Customer being allowed to make copies of the same.

2. If items are manufactured according to the instructions of the Customer (work to order) then the Customer shall be solely responsible for ensuring that the manufacture does not infringe any patent or design protection rights, etc. of third parties.

§ 6 Retention of the contractual provisions

1. The Customer can print out the contractual provisions with the details of the ordered goods and/or booked services, notes on the shipping costs as well as the delivery and payment conditions

before submitting the binding order (see article 4 paragraph 3) by using the print function of their browser in the last step of the order.

2. The contractual provisions with details of the goods ordered and/or services booked, information on the shipping costs as well as the delivery and Payment terms, including these GTC and the cancellation policy (if the Customer is a consumer), shall be sent to the Customer by email with the acceptance of the contractual offer or with the relevant notification. If the Customer registered in the OnlineShop of PIK AG then the Customer can view their orders placed in their profile area. Furthermore, PIK AG retains the text of the agreement, but does not make it accessible on the Internet.

§ 7 Means of payment

The buyer can choose between the following payment options:

Prepayment: The Customer shall make the payment in advance. In this respect, payment can also be made via the payment service provider Klarna. In the case of payment processing via the payment service provider Klarna, the Customer is redirected to the homepage or - if available - the app of Klarna after having placed the order (after clicking the "Order subject to Payment" button). There the Customer can complete the payment process. The Customer can find further information on Klarna at <https://www.klarna.com/de/>.

Account: The Customer simply pays for the purchase by invoice after receiving the goods / downloading the content / using the service(s).

PayPal: When selecting the payment service provider PayPal, the Customer is redirected to the homepage or - if available - the app of PayPal after having placed the order (after clicking the "Order subject to Payment" button). If the Customer has a PayPal account then the Customer can log in there by entering the log-in details and authorising payment of the purchase price. If the Customer does not already have a PayPal account then the Customer can create a customer account with PayPal. The Customer can find further information on Klarna at www.paypal.com/de/home/.

Credit cards (e.g. Visa / MasterCard): The debit takes place directly after the order of the Customer.

A combination of different payment methods for one order is not possible.

PIK AG only accepts the payment methods shown to the Customer during the ordering process.

§ 8 Delivery, transfer of risk, withdrawal

1. Individual delivery commitments are binding. Otherwise, information about dates and delivery periods do not have any binding force.
2. The indication of certain delivery periods and delivery dates by PIK AG is subject to the correct and timely supply to PIK AG by the suppliers and manufacturers of PIK AG.
3. The compliance with the delivery obligation of PIK AG requires the timely and proper compliance with the obligations of the Customer. Any delivery periods shall be extended by the period of time by which the Customer is in default with the compliance with its contractual obligations.
4. Insofar as a delivery period has been stipulated, this shall be deemed to have been complied with if the delivery item has left the warehouse or the Customer has been notified of readiness for shipping by the time of expiry of the delivery period.
5. The delivery of the goods is at the risk of PIK AG if the Customer is a consumer. If the Customer is a consumer then the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon transfer to the Customer. If the Customer is an entrepreneur then the goods shall be delivered at the risk of the Customer in accordance with Section 447 of the German Civil Code.
6. Delays in delivery and performance due to force majeure and due to other unforeseeable events that make the delivery considerably more difficult or impossible for PIK AG and for which PIK AG is not responsible (this includes, in particular, war, war-like events, official orders, non-fulfilment of export, import or implementation permits, national measures for the restriction of trade, industrial action, lockout, epidemics, pandemics etc.) entitle PIK AG to postpone the delivery or performance by the duration of the hindrance plus a reasonable period of time or to withdraw, either in whole or in part, from the agreement - insofar as it has not yet been fulfilled.
7. PIK AG is free to choose the shipping method. PIK AG shall only be liable for a selection fault with regard to the carrier in case of gross negligence or intent.

8. If the Customer is not a consumer then PIK AG can, at its reasonable discretion (Section 315 of the German Civil Code), take out transport insurance in case of purchase on account. The costs of transport insurance shall be borne by the Customer. The costs of transport insurance must be customary in the location and reasonable. PIK AG is not required to take out transport insurance.

9. In case of a plurality of delivery items, PIK AG is entitled to make partial deliveries if the Customer expressly requests this. Partial deliveries shall be avoided wherever possible. PIK AG is not required to make partial deliveries.

10. The Customer is required to take delivery of the goods. If the delivery of the goods fails through the fault of the Customer, despite three delivery attempts, then PIK AG can withdraw from the agreement. Any payments made shall be refunded to the Customer without delay. Claims for damages of PIK AG remain unaffected.

11. If the ordered product is not available because PIK AG is not supplied with this product by its supplier through no fault of its own then PIK AG can withdraw from the agreement. In this case, PIK AG shall forthwith inform the Customer and, if necessary, propose the delivery of a comparable product. If no comparable product is available or if the Customer does not want a comparable product to be delivered then PIK AG shall forthwith reimburse the Customer for any consideration already paid.

§ 9 Limitation of liability

1. PIK AG shall be liable without limitation in case of intent and gross negligence.

2. Liability for simple and slight negligence exists only in the case of damages resulting from injury to life, limb or health and in the case of breach of a material contractual obligation, the fulfilment of which is a prerequisite for the proper implementation of the agreement and on the observance of which the contractual partner may regularly rely (cardinal obligation). In the event of negligent breach of cardinal obligations, liability shall be limited to typical and foreseeable damages.

3. The legal representatives, employees and vicarious agents of PIK AG are not liable to a greater extent than PIK AG itself.

§ 10 Prices, due date, shipping costs, costs of transport insurance

1. Any and all prices are inclusive of statutory value added tax.
2. The prices at the time the order is placed by the Customer are decisive.
3. The shipping costs incurred for the relevant order vary and depend, in particular, on the type and scope of the order, the invoice amount, and the delivery date. The Customer can find the relevant costs in the web shop. The costs are also shown separately to the Customer during the ordering process.
4. The purchase price as well as any shipping costs and costs of transport insurance are due immediately with the order.
5. If payment by invoice is possible then payment must be made within 30 days of receipt of the goods and the invoice. In the case of advance payment, payment must be made in advance without deduction.
6. If there is a project transaction in which no consumer is involved then the payment terms pursuant to this article 6 are exclusively applicable. Project transactions are understood as: In project transactions, the Customer does not select predefined goods or services from the online shop and add them to the shopping basket. In the case of project transactions, the goods or services are customised by PIK AG for the Customer or designed and configured exclusively for the Customer by PIK AG. In the case of a project transaction, 30% of the purchase price is payable when the order is placed by the Customer, 30% of the purchase price is payable when PIK AG starts compiling or producing the design, 30% is payable when the order is completed, and 10% is payable after delivery of the goods or services.
7. The Customer is only entitled to set-off if and to the extent that its counter-claims have been established as final and absolute, are undisputed or have been acknowledged by PIK AG.
8. The Customer can only exercise a right of retention insofar as the claims of the Customer result from the same legal relationship.

§ 11 Claims and rights of the Customer in the event of defects

1. Insofar as the Customer is a trader, the claims and rights of the Customer due to defects presuppose that the Customer has duly complied with its obligations to inspect the goods and to

give notice of defects in accordance with Sections 377 et seq. of the German Commercial Code.

2. As far as the Customer is not a consumer, PIK AG is entitled to remedy the defect or to deliver a replacement, at its sole discretion. This does not apply if the defect was fraudulently concealed or if it is based on an intentional or grossly negligent breach of duty of PIK AG or if a warranty was issued.

3. As far as the Customer is not a consumer, PIK AG shall bear the expenses in connection with the remedy of the defect only up to the amount of the purchase price, unless the defect has been fraudulently concealed or it is based on an intentional or grossly negligent breach of duty by PIK AG or a warranty was issued.

4. If the Customer is not a consumer then the defectiveness of the delivered goods must be determined in consultation with PIK AG prior to the return of the goods. In this case, the goods shall be returned at the risk of the Customer and carriage paid.

5. If there is a legal transaction in which no consumer is involved and if the defect is due to the fact that the operating or maintenance instructions of PIK AG or the operating or maintenance instructions of the product manufacturers were not followed, changes were made to the systems / products, parts were exchanged or consumables were used that do not correspond to the original specifications then the claims and rights of the Customer due to defects are not applicable. This also applies insofar as the defect is due to improper use, storage and handling of the equipment or third-party intervention.

6. If no consumer is involved in the legal transaction then the rights and claims due to defects shall expire one year after delivery, unless PIK AG can be proven to have acted fraudulently or a warranty was issued.

7. When sending in the equipment for repair, the Customer must ensure that the data on the equipment are backed up by copies, as they may be lost during repair work. For the examination of unjustified or incomplete returns of rejected goods, PIK AG may charge a handling fee of €80.00 or invoice on a time and material basis.

8. The transfer of the claims and rights of the Customer in the event of defects to third parties is excluded.

9. A warranty only exists for the goods delivered by the seller if this was expressly issued. The Customer shall be informed of the terms and conditions of the warranty before the ordering process is initiated.

§ 12 Reservation of title

1. The delivered goods remain the property of PIK AG until full payment of any and all existing or future claims arising from the business relationship including any current account balance (hereinafter referred to as: the "goods subject to reservation of title").

2. The Customer is entitled to sell or use the goods subject to reservation of title in the normal course of business as long as the Customer fulfils its contractual obligations in respect of PIK AG. Pledging or transfer of ownership by way of security of the goods subject to reservation of title is not permitted. In case of seizure or other interventions by third parties, the Customer must forthwith inform PIK AG accordingly. If the Customer does not fulfil these contractual obligations then PIK AG is entitled to demand the surrender of the goods subject to reservation of title. As the occasion arises, the Customer has no right of possession.

3. Any processing or transformation of the object of purchase by the Customer is always carried out for PIK AG. The processed or treated goods shall also be deemed to be goods subject to reservation of title within the meaning of these provisions. PIK AG acquires ownership of the new item without any claims accruing to the Customer by virtue of the said transfer of title. If the purchased item is processed or inseparably mixed or combined with other items not belonging to PIK AG then PIK AG acquires co-ownership of the new item in the ratio of the gross invoice value of the goods subject to reservation of title to the gross invoice value of the other processed or inseparably mixed or combined items at the time of processing or mixing or combining. If goods of PIK AG are combined with other objects to form a uniform object and if the other object is to be regarded as the main object then it is deemed to be stipulated that the Customer transfers the proportionate co-ownership to PIK AG insofar as the main object belongs to the Customer. PIK AG already hereby already accepts the said transfer of ownership. The co-ownership rights thus created shall also be deemed to be goods subject to reservation of title within the meaning of these provisions.

4. Upon purchase of the goods subject to reservation of title, the Customer already transfers to PIK AG, by way of security, the claims against its customer(s) arising from their resale including any and

all ancillary rights up to the full amount of the invoice amount including VAT. PIK AG hereby already accepts the said transfer. Until revoked, the Customer shall remain entitled to collect the transferred claims. The Customer is, upon request, required to disclose the amount of its claims and the names of the third-party debtors.

5. PIK AG commits to release the securities to which it is entitled upon request of the Customer to the extent that the value of its securities exceeds the claims to be secured by more than 20%.

6. Unless the Customer is a consumer, the Customer is required to store the goods subject to reservation of title according to the principles of a prudent businessman and to insure them at its own expense and hereby already transfers any claims against an insurance company or other claims for compensation due to the loss or deterioration of the goods subject to reservation of title to PIK AG. PIK AG hereby already accepts the said transfer.

7. The parties agree that in the event of doubt as to the legal validity of the aforementioned provisions, a simple reservation of title shall be deemed to have been stipulated on the basis of customary trade practices.

8. As far as the Customer is not a trader or a legal entity under public law or a special fund under public law, a simple reservation of title is stipulated in favour of PIK AG until the fulfilment of the claim pursuant to the relevant sale and purchase agreement.

§ 13 Competent court

If the Customer is a trader, a legal entity under public law or a special fund under public law then the competent court for any and all disputes arising directly or indirectly from the contractual relationship is the registered office of PIK AG.

§ 14 Dispute resolution

In the event that the user is a consumer (not an entrepreneur), reference is made to the possibility of out-of-court dispute resolution in accordance with article 14 of Regulation (EU) No. 524/2013 - ODR Regulation. Details on this can be found in the aforementioned regulation and at <http://ec.europa.eu/consumers/odr>.

PIK AG does not participate in dispute resolution proceedings before a consumer arbitration board according to the German Consumer Dispute Resolution Act and is not required to do so. Rather,

PIK AG would like the Customer to bring their concerns directly to them in order to find a mutual solution. Unbureaucratic conflict resolution that does justice to the interests of the Customer is the declared goal of PIK AG.

