

Section 1 Scope of application

1. The following General Terms and Conditions of Business (hereinafter: “Terms & Conditions”) of PIK AG apply to all sales, services and deliveries of PIK AG to its customers (hereinafter referred to as: “Customer(s)”) in the version applicable at the time the contract is concluded.
2. These Terms & Conditions apply exclusively. PIK AG does not recognise any conflicting or deviating terms and conditions of the Customer unless PIK AG expressly agrees to their validity in writing.
3. Insofar as these Terms & Conditions refer to entrepreneurs, this means entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).
4. Insofar as these Terms & Conditions refer to a merchant, this means a merchant within the meaning of the German Commercial Code (HGB).

Section 2 Contract language

The contract language is German.

Section 3 Applicable law

German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

Section 4 Conclusion of contract/amendment

1. The presentation of goods and services in the online shop of PIK AG does not constitute a legally binding offer, but is a non-binding invitation to place an order (invitatio ad offerendum).
2. By clicking on the “Order and pay” button in the last step of the ordering process, the Customer is submitting a binding offer to purchase or book the goods and/or services displayed in the order overview in return for a fee. Immediately after submitting the order, the Customer receives an order confirmation, but this does not constitute acceptance of the Customer’s contractual offer. A contract between the Customer and PIK AG is only concluded when PIK AG accepts the Customer’s offer by separate email. No purchase contract is concluded for goods and/or services that are not listed in the confirmation. PIK AG recommends that the Customer regularly check the SPAM folder of the Customer’s email inbox for messages.
3. The Customer can select goods for purchase and/or services for booking in return for payment in the PIK AG online shop by clicking on the “Add to basket” button in the digital shopping basket. The Customer can access the digital shopping basket by clicking on the “Shopping basket” symbol. The product selection can be amended in the digital shopping basket. For example, the quantity of individual goods and/or services can be increased or reduced. Furthermore, the individual goods and/or services can be deleted completely (by selecting the quantity “0”). The digital shopping basket also shows the main product details, including any costs incurred. In the digital shopping basket, the Customer can complete the order process by clicking on the “Continue to checkout” button. The Customer can enter their billing details and delivery address and select their payment method there. The Customer can also record order information and open a customer account there. Pressing the “Continue” button takes the Customer to the order overview. This summarises all the key product details, including the costs incurred and the Customer’s details. Up to this point, the Customer can amend their entries (e.g. payment method, contact details or quantity required) or withdraw from the

declaration of contract. If the Customer wishes to cancel the order process completely, they can also simply close the browser window. A binding offer is only submitted by the Customer on clicking the “Order and pay” button. The Customer is advised that they can amend their entries at any time before pressing the “Order and pay” button. PIK AG does not automatically correct input errors.

Section 5 Copyright/trademark rights

1. Offers associated with planning and development work remain the intellectual property of PIK AG and may not be made accessible to third parties, either in whole or in part. Drawings and other documents that are part of offers shall be returned to PIK AG immediately on request if no order is placed; the Customer is not authorised to make copies of them. All planning and development work and associated drawings and other documents created or made available by PIK AG are protected by copyright. Disclosure to third parties without authorisation is not permitted.

2. If items are manufactured in accordance with the Customer’s instructions (work to order), the Customer is solely responsible for ensuring that their production does not infringe any patents, design protection rights or copyright, etc. of third parties.

Section 6 Storage of the contractual provisions

1. The Customer can print out the contractual provisions with details of the goods ordered and/or services booked, information about shipping costs and the terms of delivery and payment before submitting the binding order (see Section 4(3)) by using the print function of their browser in the last step of the order process.

2. The contractual provisions with details of the goods ordered and/or services booked, information about shipping costs and the terms of delivery and payment, including these Terms & Conditions and the cancellation policy, are sent to the Customer by email on acceptance of the contractual offer or notification thereof. If the Customer has registered with the online shop of PIK AG, the Customer can view the orders they have placed in their profile area. In addition, PIK AG stores the text of the contract, but does not make it accessible on the internet.

Section 7 Means of payment

The buyer can choose between the following payment options in the online shop:

Prepayment: The Customer makes the payment in advance to the account of PIK AG.

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

PayPal: If the payment method PayPal is selected, the Customer is redirected to the PayPal homepage or – if available – the PayPal app after placing the order (on clicking the “Order and pay” button). If the Customer has a PayPal account, the Customer can log in there by entering their login details and authorise payment of the purchase price. If the Customer does not yet have a PayPal account, the Customer can create a customer account with PayPal. The Customer can find further information about PayPal at www.paypal.com/de/home/.

Credit card (e.g. Visa/Mastercard): The debit is processed as soon as the Customer places the order. It is not possible to combine different payment methods in one order.

PIK AG only accepts the payment methods displayed to the Customer during the order process.

Section 8 Delivery, transfer of risk, cancellation

1. Information about deadlines and delivery periods is non-binding. Binding delivery dates may be agreed individually by contract.
2. The information on delivery periods and delivery dates provided by PIK AG is subject to correct and punctual delivery to PIK AG by PIK AG's suppliers and manufacturers. PIK AG is not responsible for delivery difficulties or shortages of goods ordered from suppliers.
3. Compliance with the delivery dates of PIK AG presupposes timely and proper fulfilment of the Customer's obligations. Any delivery periods shall be extended by the period during which the Customer is in default with fulfilment of their own contractual obligations.
4. If a delivery period has been agreed individually in the contract, this shall be deemed to have been met if the delivery item has left the warehouse or the Customer has been notified of readiness for dispatch by the end of the delivery period.
5. The goods are delivered at the Customer's risk in accordance with Section 447 BGB.
6. The risk of accidental loss or accidental deterioration of the goods shall pass to the Customer on handover to the commissioned logistics partner.
7. Delays in delivery and performance due to force majeure and other unforeseeable events which make delivery significantly more difficult or impossible for PIK AG and for which PIK AG is not responsible (including in particular war, warlike events, official orders, non-fulfilment of export, import or execution permits, national measures to restrict trade, strikes, lockouts, epidemics, pandemics, etc.) shall entitle PIK AG to postpone the delivery or performance for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract in whole or in part, insofar as it has not yet been fulfilled.
8. PIK AG is free to choose the mode of shipping. PIK AG shall only be liable for negligence in the selection of the carrier in the event of gross negligence or wilful intent.
9. PIK AG may take out transport insurance for purchases on account at its reasonable discretion (Section 315 BGB). The Customer shall bear the costs of transport insurance. The costs of the transport insurance must be customary and reasonable. PIK AG is under no obligation to take out transport insurance.
10. PIK AG is authorised to make partial deliveries and submit them for acceptance if this has been agreed in advance or corresponds to the nature of the product or service. Partial acceptance may be given after completion of a self-contained phase of service provision. Partial deliveries should be avoided wherever possible. PIK AG is not obliged to make partial deliveries.
11. The Customer is obliged to accept the goods. Should delivery of the goods fail through the fault of the Customer despite three delivery attempts, PIK AG may withdraw from the contract. Any payments made shall be refunded to the Customer without delay. PIK AG's claims for damages remain unaffected.
12. 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, PIK AG may withdraw from the contract. In this case, PIK AG shall

inform the Customer immediately and, if appropriate, suggest delivery of a similar product. If no similar product is available or the Customer does not want delivery of a similar product, PIK AG shall immediately reimburse any payments already made to the Customer.

13. If AI systems are used as part of the delivery process, the Customer shall be informed of this in a transparent manner.

Section 9 Default

1. PIK AG is entitled to charge interest on arrears at a rate of 9 percentage points above the base rate p.a. (Section 288(2) BGB) from the date of default without issuing a reminder.
2. If the Customer is in arrears with the payment of an invoice or if their financial circumstances have deteriorated significantly after conclusion of the contract, all liabilities to PIK AG shall become due immediately. In this case, PIK AG is entitled to make any outstanding deliveries only in return for security or advance payment.
3. If the Customer defaults for two consecutive months on payment of a not insignificant part of the remuneration owed or the remuneration for project business in particular, PIK AG may terminate the contract under which the default occurred without notice.

Section 10 Limitation of liability

1. PIK AG shall be liable without limitation in the event of intent or gross negligence.
2. Liability for simple and minor negligence shall only exist in the event of damage resulting from injury to life, limb or health and in the event of a breach of a material contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may usually rely (cardinal obligation). In the event of negligent breach of cardinal obligations, liability shall be limited to foreseeable damage typical of the contract.
3. The legal representatives, employees and vicarious agents of PIK AG shall not be liable to any greater extent than PIK AG itself.
4. Special transparency obligations apply to the use of high-risk AI systems. PIK AG shall inform the Customer about the use of such systems.

Section 11 Prices, due date, shipping costs, costs of transport insurance

1. The goods and services of PIK AG are aimed exclusively at entrepreneurs. Unless stated otherwise, the prices shown are net prices.
2. The prices at the time the Customer places the order are definitive.
3. The shipping costs incurred for each order vary and depend in particular on the type and scope of the order, the invoice amount and the delivery time. The Customer can find the respective costs in the webshop. The costs are also displayed separately to the Customer during the order process.
4. The purchase price and any shipping costs and transport insurance costs are due immediately on

placement of the order.

5. If payment by invoice is possible, payment shall be made within 10 days of receipt of the goods and the invoice. In the case of advance payment, payment shall be made in advance without deduction.

6. In the case of a project transaction, the terms of payment in accordance with this clause 6 shall apply exclusively. A project transaction is understood to mean the following: in a project transaction, the Customer does not select any off-the-shelf goods or services from the online shop or add them to the shopping basket. In a project transaction, the goods or services are customised by PIK AG for the Customer or designed and assembled exclusively for the Customer by PIK AG. For project transactions, 30% of the purchase price is payable when the Customer places the order, 60% when PIK AG is ready to deliver and 10% when the service has been completed and accepted.

For project transactions in which the German Construction Contract Procedures Part B (VOB/B) apply, the provisions of the VOB/B shall apply. The parties agree that the VOB/B in its current version is an integral part of the contract.

Should the provisions of the VOB/B conflict with these Terms & Conditions, the provisions of the VOB/B shall take precedence.

7. The Customer is only entitled to offset if and insofar as the counterclaims have been legally established, are undisputed or have been recognised by PIK AG.

8. The Customer may only exercise a right of retention insofar as the Customer's claims result from the same legal relationship.

9. In addition to the agreed remuneration, PIK AG is entitled to reimbursement of the expenses necessary for the provision of the contractual services, in particular travelling expenses and out-of-pocket expenses. A separate invoice shall be issued to the Customer for these.

Section 12 Claims and rights of the Customer in the event of defects

1. The goods and services of PIK AG are aimed exclusively at entrepreneurs; consequently, the Customer's claims and rights due to defects presuppose that they have properly fulfilled their obligations to inspect and give notice of defects in accordance with Section 377 HGB.

2. In the event of rectification of defects, PIK AG shall bear the costs associated with the rectification of defects only up to the amount of the purchase price, unless the defect was fraudulently concealed or is due to a wilful or grossly negligent breach of obligation by PIK AG or a guarantee has been provided.

3. Before returning the goods, the defectiveness of the delivered goods shall be determined in consultation with PIK AG. The goods shall be returned at the Customer's risk and carriage paid.

4. In the case of a legal transaction in which 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 manufacturer were not followed, modifications were made to the systems/products or parts were replaced or consumables were used which do not correspond to the original specifications, the Customer's claims and rights due to defects shall be void. This also applies if the defect is due to improper use, storage and handling of the devices or external intervention.

5. The rights and claims due to defects shall expire one year after delivery, unless fraudulent behaviour on the part of PIK AG can be proven or a guarantee has been provided.

6. When sending in devices to be repaired, the Customer shall ensure that the data on them is backed up, as such data may be lost during repair work. For the inspection of unjustified or incomplete returns of rejected goods, PIK AG may charge a processing fee of EUR 80.00 or invoice on a time and material basis.
7. Assignment of the Customer's claims and rights in the event of defects to third parties is excluded.
8. The goods supplied by the seller are only covered by a guarantee if this has been expressly provided. Customers are informed of the guarantee conditions before initiating the order process.
9. The general limitation period for claims resulting from material defects or defects of title is two years from delivery in accordance with Section 438(1) No. 3 BGB. In the event that acceptance has been contractually agreed, the limitation period shall commence from acceptance.

Section 13 Limitation period

1. The limitation period for claims resulting from material defects or defects of title – regardless of the legal grounds – is one year.
2. In principle, the limitation period shall commence from the time of delivery. In the event that acceptance has been contractually agreed, the limitation period shall commence from acceptance. Commissioning shall constitute tacit acceptance. Complaints of any kind, including for incorrect deliveries, delivery of excess or short quantities and the absence of warranted characteristics (guarantee of characteristics), shall be submitted in writing.
3. The limitation period shall apply with the following proviso:
 - a. the limitation period shall generally not apply in the event of wilful intent or fraudulent concealment of a defect or if the contractor has provided a guarantee for the quality of the services. It shall be replaced by the statutory periods.
 - b. The limitation period shall also not apply to buildings or to work the success of which consists in the provision of planning or monitoring services for this. It shall be replaced by the statutory periods.
 - c. The limitation period shall also not apply to claims for damages in the event of a grossly negligent breach of obligation, in the event of a culpable breach of cardinal obligations (cardinal obligations are obligations the fulfilment of which is essential for the proper execution of the contract and on observance of which the contractual partner may usually rely), in the event of culpable injury to life, limb or health or in the event of claims under the Product Liability Act. It shall be replaced by the statutory periods.
 - d. Insofar as this provision refers to claims for damages, it also covers claims for reimbursement of futile expenses.
4. Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, suspension of expiry, suspension and recommencement of time limits shall remain unaffected.
5. The above provisions shall apply accordingly to claims for damages that are not related to a defect.

6. A change in the burden of proof to the detriment of the client is not associated with the above provisions.

Section 14 Retention of title

1. The delivered goods shall remain the property of PIK AG until full payment of all existing and future claims arising from the business relationship, including any current account balance (hereinafter referred to as: “reserved goods”).

2. The Customer is authorised to sell or use the reserved goods in the ordinary course of business as long as they fulfil their contractual obligations to PIK AG. Pledging or transfer by way of security of the reserved goods is not permitted. The Customer shall inform PIK AG immediately of any seizures or other interventions by third parties. If the Customer does not fulfil these contractual obligations, PIK AG is entitled to demand the return of the reserved goods. In this case, the Customer has no right to possession.

3. Any processing or remodelling of the purchased item by the Customer shall always be carried out on behalf of PIK AG. The treated or processed goods shall also be deemed to be reserved goods within the meaning of these provisions. PIK AG shall acquire ownership of the new item without the Customer accruing any claims from this transfer of rights. If the purchased item is processed or inseparably mixed or combined with other items not belonging to PIK AG, PIK AG shall acquire co-ownership of the new item in the ratio of the gross invoice value of the reserved goods to the gross invoice value of the other processed or inseparably mixed or combined items at the time of processing, mixing or combining. If goods of PIK AG are combined with other items to form a single item and if the other item is to be regarded as the main item, it is agreed that the Customer shall transfer proportional co-ownership to PIK AG to the extent that the main item belongs to them. PIK AG hereby accepts this transfer of ownership. The co-ownership rights thus created shall also be deemed to be reserved goods within the meaning of these provisions.

4. On purchase of the reserved goods, the Customer shall assign to PIK AG by way of security all claims against their customer(s) arising from resale, including all ancillary rights, up to the amount of the invoice including VAT. PIK AG hereby accepts this assignment. The Customer shall remain authorised to collect the assigned claims, subject to revocation. The Customer is obliged to disclose the amount of their claims and the names of the third-party debtors on request.

5. PIK AG undertakes to release the securities to which it is entitled at the Customer's request if the value of its securities exceeds the claims to be secured by more than 20%.

6. The Customer is obliged to store the reserved goods in accordance with the principles of a prudent merchant and to insure them at their own expense and hereby assigns to PIK AG any claims against an insurance company or other claims for compensation due to the loss or deterioration of the reserved goods. PIK AG hereby accepts the assignment.

7. Until the agreed remuneration has been paid in full, PIK AG shall be entitled to insure the reserved goods adequately against theft, destruction and damage at the Customer's expense, unless the Customer can prove that they have taken out adequate insurance at their own expense.

8. The parties agree that, in the event of doubt regarding the legal validity of the aforementioned clauses, a simple retention of title based on customary commercial practice shall be deemed to have been agreed.

Section 15 Use of AI systems

1. If AI systems are used as part of the contractual service, there is an obligation to inform the Customer about the type, purpose and functionality of the AI system in question.
2. Content generated entirely by AI systems shall be labelled as such.

Section 16 Place of jurisdiction

The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of PIK AG.

Section 17 Final provisions

1. Additions or amendments to this contractual relationship shall be made in writing. If they do not fulfil this requirement, they are null and void. This also applies to amendments to this requirement of written form.
2. PIK AG may use third parties, in particular affiliated companies, as vicarious agents in the fulfilment of its delivery and service obligations. The contractual obligations of PIK AG remain unaffected by this.
3. Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties are obliged to co-operate in the creation of provisions which achieve a legally effective result that comes as close as possible to the economic purpose of the invalid provision.