

## 1. General Provisions; Scope of Application

- 1.1 These General Terms and Conditions (GTC) apply to all current and future business relationships with customers.
  - Customers are defined as entrepreneurs within the meaning of § 14 of the German Civil Code (BGB). Entrepreneurs
- 1.2 are natural or legal persons or partnerships with legal capacity who engage in a business relationship with us and
  - act in the exercise of a commercial or independent professional activity. This includes, in particular, clients, manufacturers, distributors, network operators, providers, and service providers whose products and services we promote through channel campaigns (brochures), online or other media, or within the context of trade fair projects organized by TransformIT Europe GmbH, as well as for any services provided by TransformIT Europe GmbH to them. Furthermore, these GTC also apply to all orders and cooperation agreements initiated by us.
- 1.3. Deviating, conflicting, or supplementary GTC shall not become part of the contract, even if we are aware of them, unless their validity has been expressly agreed to in writing

## 2. Offer; Conclusion of Contract

- 2.1. Offers made by TransformIT Europe GmbH are non-binding. Orders must be submitted in writing using the respective order forms provided by TransformIT Europe GmbH. Any ancillary agreements require written form to be valid. This also applies to any waiver of the written form requirement.
- 2.2. Design samples provided by our clients, service providers, cooperation partners, and customers—whether in digital or print formats—for brochures, exhibition stands, or other visual representations are non-binding. These samples are intended solely as an indicative reference regarding the scope of services and the graphical or structural implementation of the advertised products, services, or exhibition stands. TransformIT Europe GmbH reserves the right to determine the final design of its products and services. The same applies to promotional representations of products and services in other media, particularly online.
- 2.3. TransformIT Europe GmbH accepts no liability for the content or graphic representations of templates and specifications provided to us by clients and customers.
- 2.4. Upon receipt of a written order for our services in accordance with our service and price list, a contractual relationship with the respective client or customer is established.
- 2.5. TransformIT Europe GmbH reserves the right to carry out the assigned tasks either directly or through agents or subcontractors acting on its behalf.

## 3. Prices

- 3.1. Deliveries and services provided by TransformIT Europe GmbH are based on the prices valid at the time the contract is concluded. Our prices are quoted exclusive of statutory VAT. All prices exclude packaging, transport, and insurance costs; these costs are borne by the customer.
- 3.2. Additional services not included in the offer but requested by the customer will be invoiced to the customer. This also applies to additional expenses arising from delayed approvals by the customer, untimely or improper preparatory work by the customer or third parties commissioned by them, incorrect information provided by the

customer, or changes requested by the customer after approval or partial acceptance. Additionally, our prices are subject to change without notice.

#### 4. Delivery and Performance

- 4.1. Deliveries are made directly from the printing house/supplier. In the absence of specific written agreements, the choice of shipping method and route is left to our discretion within the bounds of standard business practices.
- 4.2. With regard to the products and services advertised in brochures, other media, and on trade fair stands, TransformIT Europe GmbH acts solely as an intermediary. The contractual relationship in this regard is established exclusively between our clients and the end customers. This also applies to the commercial use of the Internet (e.g., online shop systems).
- 4.3. The scope of our services is further detailed in the cooperation agreement concluded with our business partners.

#### 5. Delivery Deadlines and Withdrawal

- 5.1. Our delivery deadlines and dates are non-binding unless expressly confirmed as binding in a written declaration.
- 5.2. We reserve the right to withdraw from the contract in whole or in part if our upstream supplier is unable to perform the delivery or service within a reasonable timeframe due to force majeure, strikes, civil unrest, government interventions, equipment failure, insufficient material supply, disruptions in transportation routes, or other operational disruptions beyond their control.
- 5.3. Any costs incurred by us due to delays in deliveries or services caused by the supplier or client's fault must be reimbursed by the respective supplier or client. This also applies to printing templates.

#### 6. Organization of Trade Fairs and Events

- 6.1. For joint booths at trade fairs organized by us and for our own trade fair events, the contract is concluded when the co-exhibitor completes and signs the order form for booth space and marketing services and returns it to us—typically via email or mail. All dimensions and locations depicted for the joint booth or individual booths are sketched as accurately as possible. However, we reserve the right to make necessary adjustments at any time to align the booth layout with the needs of the organizer and all exhibitors.
- 6.2. If an application for booth space and marketing services is accepted, the customer becomes an exhibitor or co-exhibitor.
- 6.3. Unless otherwise agreed, the general terms and conditions (GTC) and regulations of the main trade fair organizer apply in addition. These are provided to co-exhibitors and exhibitors through a hyperlink in the registration form whenever possible. This includes, in particular, safety regulations, the approval of products for presentation at the booth, advertising regulations, and setup and dismantling times.
- 6.4. We are not liable for any failure to fulfill obligations due to strikes, civil unrest, force majeure, or other reasons beyond our control. Visitors and participants at the booth of the co-exhibitor or exhibitor are considered guests or licensees of the respective co-exhibitor or exhibitor, not of us. The co-exhibitor or exhibitor assumes full responsibility and liability for any accidents involving their property, visitors to their booth, invited guests, or groups associated with the co-exhibitor during the event. This includes full responsibility for the actions and omissions of their employees and independent visitors, whether acting within the scope of their responsibilities or

not. The co-exhibitor or exhibitor must indemnify us and the venue from any damages arising from such actions or omissions.

- 6.5. We commit to taking out liability insurance at our own expense to cover potential damages related to trade fair projects, joint booths, or exhibition stands we organize. However, the co-exhibitor or exhibitor remains solely responsible for their exhibition materials and other property, regardless of its location.

## 7. Cancellation

- 7.1. Unless otherwise agreed, cancellation of the exhibition space with respect to TransformIT Europe GmbH is only possible under the following conditions. Any cancellation, even if partial, must be justified in writing and sent via registered mail to TransformIT Europe GmbH. The cancellation date will be considered the date of receipt of this notice. If a cancellation is received within 14 days of the contract being concluded, the co-exhibitor or exhibitor is required to pay a cancellation fee amounting to 10% of the invoiced amount. If the cancellation is made up to 2 months before the event begins, the cancellation fee increases to 50% of the invoiced amount. If the cancellation occurs later than 2 months and up to 1 month before the event, the full price is to be reimbursed. Cancellations made within 1 month of the event are not allowed. This also applies to contracts concluded in the 4 weeks prior to the event.
- 7.5. If TransformIT Europe GmbH is able to re-rent the exhibition space at standard terms in cases 7.4 and 7.5, the co-exhibitor or exhibitor is entitled only to compensation amounting to 25% of the invoiced amount. The cancellation fee does not apply if the co-exhibitor or exhibitor who cancels sells the booth in full to another company that meets the exhibitor criteria of TransformIT Europe GmbH. Any payments already made will be offset. The co-exhibitor or exhibitor acknowledges that this compensation is justified to cover the costs incurred by TransformIT Europe GmbH and the event organizer, as well as compensation for lost or delayed rental of the exhibition space to others. If the co-exhibitor or exhibitor fails to pay the installments set forth in the respective event contract, TransformIT Europe GmbH has the right to terminate the reserved exhibition space without notice, and the co-exhibitor or exhibitor may be held liable for any resulting damages.
- 7.6.
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## 8. Warranty

- 8.1. The customer's rights in the event of material and legal defects are governed by the statutory provisions, unless otherwise stated below. If the quality has not been agreed upon, it is to be assessed according to the statutory provisions whether a defect exists. We do not accept any liability for public statements made by the manufacturer or third parties. Minor deviations in quality, size, and color that are customary in trade or technically unavoidable are not considered defects and cannot be objected to by our clients and customers. The customer must inspect the work and services provided by TransformIT Europe GmbH upon receipt, and at the latest before use. If a defect is discovered during the inspection or later, the customer must immediately notify us in writing. A notification is considered immediate if it is made within two weeks, with timely dispatch of the notice being sufficient to meet the deadline. If the customer fails to fulfill their inspection obligation and/or fails to notify the defect in a timely manner, any liability for known defects, obvious defects, or consequential defects is excluded.

- 8.4. The customer must allow us the opportunity and time necessary for subsequent performance and, upon request, provide the complained-about goods for inspection. In the case of a justified defect, it is at TransformIT Europe GmbH's discretion to remedy the defect by either repair or replacement. Our right to refuse subsequent performance in accordance with the statutory provisions remains unaffected.
- 8.5. We do not assume any warranty for the information in brochures and other promotional media, especially regarding price impressions, as well as the visual and descriptive representations.
- 8.6. We cannot guarantee the availability of goods and services advertised in brochures and other promotional media or at trade fairs.
- 8.7. We accept no liability for defects arising from the failure to meet deadlines by our commissioned suppliers and our clients and customers in relation to promotional projects.
- 8.8. Suppliers assume responsibility for warranties regarding deliveries and services in accordance with the statutory provisions.

## 9. Liability

- 9.1. We are only liable in cases of intent and gross negligence, as well as for other grounds of liability that cannot be excluded according to legal precedent. In all other cases, our liability is excluded. TransformIT Europe GmbH is not obligated to verify whether the documents and information provided by the customer for the performance of services infringe or could infringe third-party intellectual property rights. The customer undertakes to indemnify TransformIT Europe GmbH against any third-party claims for damages and to cover any costs arising from the infringement of intellectual property rights, including making advance payments upon request.
- 9.2. Any claims against us, regardless of the legal grounds, will expire at the latest 12 months after the transfer of risk to our partner, unless mandatory statutory provisions prescribe a different period.
- 9.3. The above provisions and liability limitations also apply to agents and subcontractors of TransformIT Europe GmbH.

## 10. Payment Terms

- 10.1. Any agreed monthly fees and payments, as well as ordered advertising products and services from our clients and customers, may, upon prior agreement, be collected via direct debit procedure.
- 10.2. Otherwise, our deliveries and services are payable immediately upon receipt of the invoice, at the latest 10 days from the invoice date, without any deductions, unless otherwise expressly agreed in writing.
- 10.3. We are entitled to offset payments from our clients and customers against the oldest outstanding claims, even if the payment instructions from our partner or other clients and customers indicate otherwise.
- 10.4. The customer is entitled to offset or withhold payment only if their claim has been legally established or is uncontested.
- 10.5. Should circumstances arise that, in our commercial judgment, make the creditworthiness of a client or customer questionable, we are entitled to either withdraw from the contract or make delivery or performance dependent on prior payment.
- 10.6. In the event of payment default by our clients and customers, we are entitled to charge default interest at a rate of 8%. The assertion of higher damages due to default remains unaffected. Our clients and customers have the right to prove a lower default damage.
- 10.7. Until the full payment of due invoice amounts, including interest and any applicable costs, we are not obligated to provide further deliveries or services under ongoing contracts.

10.8. The costs of payment default, reminders, and legal action, including all necessary measures (e.g., bank charges, obtaining information, engaging a collection agency), will be borne by our client or customer.

## 11. Retention of Title

- 11.1. We retain ownership of the delivered goods until all claims arising from the business relationship with our client, including interest, have been fully paid.
- 11.2. The client is authorized to resell the goods or services subject to retention of title in the ordinary course of business. Any claims arising from such resale, including any associated securities, are hereby assigned to us to the extent of our purchase price claim. In the event that the goods subject to retention of title are sold together with other goods and services not owned by us, the assignment of claims from the resale applies to the value of the goods subject to retention of title.
- 11.3. The client is entitled to collect claims from the resale until we revoke this authorization, which we may do at any time. Upon our request, the client is obligated to inform their buyers of the assignment made in our favor and to provide us with the necessary information and documents for collection. Additionally, we are also entitled, at the client's expense, to disclose the assignment to their customers. The assertion of the retention of title is considered a withdrawal from the contract only if we explicitly declare it in writing.
- 11.4. The pledging or transfer of ownership of the goods subject to retention of title to third parties is excluded. In the event of a seizure, the client must expressly notify the third party of the retention of title and inform us without delay.
- 11.5. In the event of payment arrears, suspension of payments, or the filing of a petition for a settlement or bankruptcy (insolvency) by the client or a creditor, we are entitled—without prejudice to any further rights—to take back the goods or services subject to retention of title and dispose of them elsewhere. The proceeds, minus all costs associated with the disposal, which we can charge at 20% of the disposal proceeds without further proof, unless the client demonstrates a lower loss, will be credited to the client's total debt.
- 11.6. If the value of the securities owed to us exceeds the total claim against the client by more than 20%, we are obligated to release securities of our choice to the extent requested by the client.

## 12. Data Processing Notice; Reference

The data collected as part of the business relationship is processed in accordance with the German Federal Data Protection Act. The client confirms that any personal data transmitted by them or at the behest of third parties has been collected and processed in compliance with applicable data protection regulations, that any necessary consents from affected individuals have been obtained, and that the use of this data by TransformIT Europe GmbH within the scope of the assigned project does not violate any of these regulations or exceed any given consent.

TransformIT Europe GmbH is authorized to use its work products, as well as the client's name and logo, for the purposes of documentation, reference, or self-promotion—free of charge and even after the termination of the contract.

## 13. Final Provisions

The place of performance and jurisdiction shall be agreed as Osnabrück. However, we are entitled to also bring the case before the court responsible for the registered office of our contracting partner. The contractual relationships are exclusively governed by German law. Additionally, for foreign customers, the Uniform UN Sales Law (CISG) applies.

Should any provision of these GTC be or become invalid, or should there be a gap in a contract concluded based on these GTC, this does not affect the validity of the remaining provisions. In such a case, a provision shall apply that comes closest to what the contracting parties intended or would have intended in accordance with the purpose of the contract, had they considered this issue.