



# General Terms and Conditions of Purchase (GTCP) of Reis Robotics GmbH & Co. KG

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## I. DEFINITION OF TERMS

The following terms are used in the following terms:

"**GTCP**": the present General Terms and Conditions of Purchase of Reis Robotics GmbH & Co. KG for the purchase of **contractual objects**;

"**Order**": any Order for the delivery and/or **performance of contractual objects** (as an individual Order or via alternative Ordering procedures such as VMI, call-off Order, etc.);

"**REIS Robotics**": the company Reis Robotics GmbH & Co. KG;

"**Affiliates of Reis Robotics**": companies affiliated with Reis Robotics GmbH & Co. KG that directly or indirectly hold a majority stake in Reis Robotics GmbH & Co. KG or directly or indirectly control Reis Robotics GmbH & Co. KG;

"**Supplier**": the party who supplies Reis Robotics with **contractual items** and/or provides services under a service or work contract and who is named as the supplying party in the respective Order, Order confirmation or contract;

"**REACH Regulation**": Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (Regulation (EC) No 1907/2006).

"**RoHS Directive**": Directive on the restriction of the use of certain hazardous substances in waste electrical and electronic equipment (Directive 2011/65/EU).

"**in writing**": also in text form, e.g. by fax, e-mail or other electronic data exchange, unless expressly required in writing;

"**Software**" means software and related documentation;

"**documentation**" means designs, samples, means of manufacture, models, data carriers, prototypes, illustrations, drawings, calculations, findings and other documents;

"**Supplier's affiliate**" means a company in which the Supplier directly or indirectly holds a majority interest or which is directly or indirectly controlled by the Supplier;

"**Agreement**": any agreement concluded by an Order by Reis Robotics and acceptance of this Order by the Supplier or any agreement concluded in any other way for the delivery and/or performance of contractual objects within the meaning of these GTCP;

"**Subject Matter of the Contract**": the goods, products, software, services and/or work or other scope of services specified in the Order by Reis Robotics;

"**Contracting Party**": Reis Robotics and Supplier;

"**WEEE Directive**": Directive on the prevention and reduction of waste from electrical and electronic equipment through reuse, recycling and other forms of recovery (Directive 2012/19/EU).

## II. RELEVANT CONDITIONS

1. The following GTCP shall apply exclusively to the legal relationship between the Supplier and Reis Robotics.

Deviating general terms and conditions of the Supplier or other deviating agreements shall only apply if they have been expressly agreed or acknowledged between Reis Robotics and the Supplier. Conflicting or deviating terms and conditions of the Supplier are hereby expressly rejected. The unconditional acceptance of the subject matter of the contract or the unobjectionable payment does not in any case imply the acceptance of the general terms and conditions of the Supplier.

2. The basis of the contract is - if available and not otherwise agreed - in the following Order of priority:

- the contract concluded with the Supplier,
- the respective Order,

- Applicable annexes and agreements specified in the Order in the following Order:

- o the minutes of the negotiations in force, in their chronological Order;
- o the RFQ,
- o the technical part of the Supplier's offer or the minutes of a technical discussion between the contracting parties,
- o Other applicable annexes and agreements and these GTCP.

3. These GTCP shall also apply to all follow-up transactions between Reis Robotics and the Supplier, even if no express reference is made to them again when they are concluded.

4. All agreements, Orders, confirmations, amendments, additions and ancillary agreements between Reis Robotics and the Supplier for the execution of the contract must be made at least in text form in Order to be effective. The requirement of text form can only be waived at least in text form.

## III. ORDER AND BINDING NATURE OF THE TERMS AND CONDITIONS

1. An Order by Reis Robotics is an offer to the Supplier to conclude a contract for the **contractual objects** specified in more detail in the offer under the conditions stated in the Order.

An Order does not constitute acceptance of an offer from the Supplier, unless expressly stated otherwise in the Order. A reference to provisions of the Supplier's offer by Reis Robotics in the Order shall only apply to the extent that the Order of Reis Robotics and its terms and conditions do not conflict with these provisions of the Supplier's offer.

2. Orders may be revoked by Reis Robotics at any time until confirmed in writing by the Supplier, without any liability to the Supplier. The Order confirmation will be sent to Reis Robotics immediately.

3. In the event of a deviation between the Supplier's Order confirmation and the Order, the contract shall only be concluded if Reis Robotics expressly agrees to the Order confirmation. A payment or the acceptance of deliveries does not imply consent.

4. An Order by Reis Robotics and these GTCP shall be deemed to have been accepted by the Supplier in their entirety without modification if the Supplier accepts an Order in writing or commences the provision of the services that are the subject of the Order.

## IV. SCOPE OF SERVICES, PROVISION OF SERVICES AND CHANGE IN THE SCOPE OF SERVICES

1. The scope of services provided by the Supplier results in particular from the delivery and service description and specification agreed upon conclusion of the contract, the Order from Reis Robotics and these GTCP.

2. The Supplier shall check all specifications, service descriptions and other information provided to him for the execution of the contract as well as any provisions, parts and other materials provided for the execution of the contract for their suitability with

regard to the purpose intended by Reis Robotics and the end customer of Reis Robotics and communicated to the Supplier. If it becomes apparent that deviations or corrections to the items provided or the contractual items are necessary or expedient, the Supplier must notify Reis Robotics of this immediately. Reis Robotics will then inform the Supplier in writing whether and, if so, which changes the Supplier has to make. If, from the Supplier's point of view, such changes could lead to a change in the agreed costs of the contractual objects or to the fact that agreed deadlines cannot be met, the Supplier must inform Reis Robotics of this immediately. Appropriate arrangements must be made by mutual agreement regarding the effects, in particular with regard to additional or reduced costs as well as the agreed dates. If an agreement is not reached within a reasonable period of time, Reis Robotics will decide at its reasonable discretion.

3. The Supplier shall ensure that he is aware in good time of all data and circumstances relevant to the fulfilment of his contractual obligations as well as of the intended use of his contractual objects by Reis Robotics. The Supplier can only invoke the lack of necessary documents, data and other provisions if he has requested them in writing in good time, has sent a written reminder at least once and has not received them within a reasonable period of time.
4. The Supplier guarantees that his deliveries include all services that are necessary for proper, safe and economical use, that they are suitable for the intended use and correspond to the current state of science and technology.
5. When providing services, the Supplier shall comply with all relevant standards, laws and regulations under applicable law, in particular the technical standards and the relevant environmental protection, hazardous substances, dangerous goods and accident prevention regulations, ensure the security of the supply chain in accordance with the relevant customs regulations, as well as comply with the generally accepted safety rules and the corresponding Reis Robotics standards. The status at the time of execution of the respective services is decisive, unless another time has been agreed.
6. Reis Robotics will only accept partial deliveries if expressly agreed. In the case of agreed partial shipments, the remaining quantity must be listed.
7. Reis Robotics may demand changes to the subject matter of the contract from the Supplier at any time, in particular in design and execution. The Supplier is obliged to implement the changes immediately on the basis of these contractual conditions. If, from the Supplier's point of view, such changes could lead to a change in the agreed prices of the contractual objects or to the fact that agreed deadlines cannot be met, the Supplier must inform Reis Robotics of this immediately. Appropriate arrangements must be made by mutual agreement regarding the effects, in particular with regard to additional or reduced costs as well as the agreed dates.
8. Prior to the commencement of an agreed production of the contractual items, all production documents must be submitted by the Supplier to Reis Robotics for review and approval. A release of the production documents by Reis Robotics does not affect the contractual obligations or the liability of the Supplier towards Reis Robotics or third parties in accordance with the provisions of the concluded contract or the applicable law.
9. The Supplier shall ensure that he can supply Reis Robotics with further contractual objects or parts thereof as spare parts for a period of 15 years, starting after delivery of the contractual items, unless an equivalent compatible or adequate spare part can be delivered due to technical progress. If the Supplier intends to discontinue the delivery of spare parts after the expiry of the 15-year period or during this period, Reis Robotics shall be informed of this and given the opportunity to place a final Order before discontinuation.

## V. EMPLOYEE DEPLOYMENT AND SERVICES ON FACTORY OR COMPANY PREMISES

1. The terms and conditions set out in this Section V. shall apply to the factory or company premises of Reis Robotics and third parties in Germany and abroad on which the Supplier provides its services.
2. The Supplier uses only personally and professionally qualified employees for the fulfilment of the services and tasks agreed in the Order. The Supplier is obliged to provide Reis Robotics with a list of its employees before the start of the provision of its contractual service. If an employee of the Supplier is not registered with Reis Robotics or with a third party, the employee of the Supplier may be denied access to the corresponding premises. Reis Robotics expressly reserves the right to assert any resulting damages against the Supplier.
3. For all information to be exchanged at the place where the service is provided, contact persons shall be appointed by both contracting parties. Coordination discussions take place at regular intervals between the contact persons of the contracting parties on the content and implementation of the provision of services, as well as on the exchange of all information necessary for the execution of the contract. Unless otherwise agreed, the coordination discussions will be conducted in German. The Supplier must notify Reis Robotics immediately of any change of contact person.
4. The provision of the services shall be carried out under the supervision and sole technical, personnel and disciplinary authority of the responsible employees designated by the Supplier as an independent and self-responsible service of the Supplier.
5. If the Supplier intends to make a change of employee, Reis Robotics must be notified of this in writing in advance. In the case of the replacement of employees of the Supplier, Section V.2 shall apply accordingly. The Supplier must ensure that the list of employees is updated accordingly in the event of a change of employees. Each time employees are replaced and new personnel are trained, the Supplier shall ensure that they provide the contractual service in the agreed service quality.
6. The Supplier is obliged to pay its employees at least the minimum wages prescribed by law or contractually agreed. In the event of a breach of statutory provisions on minimum wages, the Supplier undertakes to fully indemnify Reis Robotics from all obligations associated with such a breach and to compensate Reis Robotics for any damage resulting from a culpable violation. If an employee of the Supplier makes a claim against Reis Robotics for payment of the statutory minimum wage, the Supplier undertakes to provide Reis Robotics with all information necessary for

the defence against the filing of the claim and any action for payment. This shall also apply after termination of the contractual relationship between the Supplier and Reis Robotics.

7. The Supplier must ensure that the employees employed by him are permitted to pursue gainful employment in the respective country of assignment. Upon request, the Supplier must provide Reis Robotics with a corresponding work permit or permit for gainful employment valid for the respective country of employment.
8. Reis Robotics is entitled to make technical and organizational specifications at its reasonable discretion in the case of services provided on a factory or company premises of Reis Robotics or a third party. In this case, too, the services shall be provided under the supervision and sole authority of the responsible employees designated by the Supplier. In the case of services provided on the factory or company premises of Reis Robotics, the occupational safety, occupational safety, energy and environmental instructions for external companies and the factory and safety regulations at the Reis Robotics site apply in the version valid at the time the service is provided. The Supplier is obliged to comply with the respective legal regulations for dealing with employees, environmental protection and occupational safety. Reis Robotics has the right to monitor compliance at all times and to take the necessary measures to enforce the regulations at its discretion. The necessary measures include the right to pronounce a work ban on individual employees and/or to terminate the contract in whole or in part extraordinarily. In any case, the Supplier must immediately follow up on information provided by Reis Robotics and take appropriate precautions to avoid future violations as well as provide evidence that the hazard has been remedied without being asked. In Order to enforce the occupational safety, occupational safety, health and environmental protection regulations, Reis Robotics has the right, in the event of a violation of the relevant regulations, to claim a contractual penalty of up to 5% of the total Order value at its reasonable discretion without proof of concrete damage. If there is a claim for damages beyond the contractual penalty, the contractual penalty paid will be credited.
9. Employees of the Supplier who require access to the Reis Robotics factory or company premises or access to Reis Robotics' IT systems in Order to fulfill or occasionally enter into the agreement may have to make further declarations and comply with site-specific regulations, depending on the Reis Robotics location.
10. All items that are brought into the factory or company premises of Reis Robotics and third parties must be reported to the factory security department and are subject to factory inspection. The Supplier is requested to clearly mark his own items that he wishes to bring there with his name or company logo in advance.
11. The Supplier agrees that the site manager of Reis Robotics may accept (e.g. due to the absence of the Supplier, for faster processing, etc.) a delivery of goods/materials/components addressed to the Supplier on the construction site by signing a delivery note. In this case, the acting site manager acts only as an intermediary or behest person of the Supplier; As a result, Reis Robotics does not become an intermediary or a servant of ownership. The handover of the delivered items to the site manager as the behest person shall be deemed to be a handover to the Supplier. For Reis Robotics, the acceptance of the delivery on the

instructions of the Supplier does not give rise to any rights or obligations.

12. The aforementioned provisions of this Section V. shall also apply to subcontractors of the Supplier.

## VI. ACCEPTANCE

1. Insofar as the contractually agreed service is a service that can be accepted, the Supplier is obliged to notify Reis Robotics in writing of the completion of the services, to hand over the services or to make them available for acceptance and to agree an acceptance date with Reis Robotics.
2. If the Supplier and Reis Robotics have agreed on partial acceptance, the partial acceptance shall be subject to a total acceptance. Once the partial acceptances have been made, the Supplier is obliged to notify Reis Robotics in writing of the final completion of the services and to demand final acceptance.
3. Unless a different acceptance date has been agreed, acceptance shall take place within four weeks of receipt of the notification of completion by Reis Robotics and handover or provision of the contractual services.
4. If commissioning or use for test purposes is necessary to check the Supplier's performance, acceptance will only take place after successful completion of the tests. Acceptance must be made in writing in the form of an acceptance report.
5. Payments by Reis Robotics do not mean that the contractual services have been accepted or that acceptance is waived.
6. The above conditions shall apply mutatis mutandis to partial acceptance.

## VII. PRICES, TERMS OF PAYMENT AND INVOICING

1. The agreed prices for services or work are flat-rate fixed prices, unless billing according to expenditure on the basis of negotiated hourly rates plus the applicable statutory value added tax has been expressly agreed in writing.
2. The prices for deliveries of goods include packaging, carriage paid and insured plus the applicable statutory value added tax.
3. The due date of the invoice results from the individual contractual agreement and is recorded in the Order. Unless the due date is explicitly regulated, invoices are payable within 30 days with a 3% discount, within 60 days with a 2% discount or within 90 days net without deduction. The period begins when the following conditions are cumulatively met: a) receipt of the contractual service including complete documentation and b) receipt of a proper and verifiable invoice. In the case of services that can be accepted, the period begins with the acceptance of the contractual service and the receipt of a proper and verifiable invoice.
4. Invoices are to be issued separately for each Order and Order items, stating the Order and Reis Robotics article number as well as the unloading point according to the Order. The invoices must be issued in accordance with German VAT law and must contain all information required by law. If the invoice does not comply with the statutory provisions of VAT law, Reis Robotics is not obliged to pay the invoice. If Reis Robotics is denied input tax

deduction due to an improper invoice, the Supplier must repay the VAT paid by Reis Robotics.

5. If an expense-related settlement is carried out, the invoices to be issued must contain the following information: a) the number of employees who have provided the billed services, b) the number of working days worked by each of these employees, c) the daily rate of the employees whose services have been billed, d) the signed activity records as an appendix and e) a list of the billed expenses. Expenses will only be reimbursed to the extent agreed in the Order and, if no lump sum has been agreed, only against proof.
6. The choice of payment method is left to Reis Robotics. As a rule, payment is made by bank transfer.
7. In the event of defective delivery or defective performance, Reis Robotics has the right to withhold payment on a pro rata basis until proper performance.
8. In ongoing business relationships, price changes to the last Order must be communicated immediately and always before the next Order.
9. Reis Robotics is entitled to offset with or against due and not due, including future claims, regardless of the legal reason for which Reis Robotics is entitled against the Supplier or which the Supplier has against it. The Supplier agrees that all securities provided also serve to secure those claims to which Reis Robotics is entitled against the Supplier through other Orders.
10. Payments are made only to the Supplier. The Supplier is not entitled to assign claims to which he is entitled against Reis Robotics or to have them collected by third parties without the prior written consent of Reis Robotics. The Supplier is only entitled to offset against claims of Reis Robotics or to assert a right of retention if and to the extent that his claims are undisputed or his counterclaim has been legally established.

## VIII. TERMS OF DELIVERY

1. Each delivery must be accompanied by a delivery note in duplicate by the Supplier. The delivery note must be provided with the Order, article and Supplier number.
2. Delivery shall be made in accordance with the INCOTERMS 2020 agreed in the Order. Unless otherwise agreed, delivery shall be made in accordance with the "DDP" place of destination.
3. Reis Robotics is not obliged to accept contractual items that are delivered before the agreed delivery date. The Supplier bears the risk of loss and deterioration of contractual items that were delivered before the delivery date. In the event of earlier delivery than agreed, Reis Robotics reserves the right to return the goods at the Supplier's expense. If no return is made in the event of early delivery, the goods shall be stored at Reis Robotics at the expense and risk of the Supplier until the delivery date. In the event of early delivery, Reis Robotics reserves the right to make payment only on the agreed due date. Reis Robotics is entitled to return any excess deliveries at the Supplier's expense. The Supplier bears the risk of loss and deterioration of excess deliveries. Reis Robotics is entitled to reject the entire delivery in the event of an insufficient delivery.

4. Unless expressly agreed otherwise between Reis Robotics and the Supplier, the shipping, packaging and transport regulations of Reis Robotics shall apply. The objects of the contract must be packaged at least in accordance with industry standards, with due care customary in the trade and properly. Reis Robotics is entitled, but not obliged, to prescribe to the Supplier the appropriate type of packaging at its reasonable discretion.

## IX. DELIVERY TIME AND DATES, DELAY AND CONTRACTUAL PENALTY

1. The performance and delivery dates and delivery periods are specified in the Order or in the contract or in any other written agreement and are binding. Decisive for compliance with the agreed performance and delivery date or the delivery period and thus for the occurrence of default is the receipt of the contractual objects or service at the agreed place of delivery and service or the timeliness of the successful acceptance.
2. The Supplier is obliged to notify Reis Robotics immediately in writing of any recognizable delay in its performance, a foreseeable possible delay in its performance or recognizable or foreseeable possible problems with delivery in the agreed quality, the reasons and the duration of the delay.
3. A notification of delays by the Supplier and any associated updates of agreed delivery dates shall in no way release the Supplier from the delay in its performance. In this respect, Reis Robotics continues to be entitled to all legal and contractual rights resulting from or in connection with the Supplier's delay, despite the continuation of the delivery dates after notification of delays by the Supplier.
4. The acceptance of a delayed performance does not mean a waiver of claims for compensation.
5. In the event of default on the part of the Supplier with regard to a service incumbent upon him under the contract, Reis Robotics shall be entitled to demand a contractual penalty from the Supplier. This amounts to 0.3% of the total Order value for each working day or part thereof, but not more than 5% of the total Order value in total. The total Order value is a net amount excluding VAT, but including all supplements. In the event of a delay in delivery, Reis Robotics may request special transport at the expense of the Supplier.
6. In addition to the contractual penalty, Reis Robotics has a further claim for damages against the Supplier, which is based on the Supplier's default. In this case, any contractual penalties paid by the Supplier due to delay will be credited accordingly.
7. The right to demand payment of the penalty shall not be forfeited by the fact that the penalty was not expressly reserved upon acceptance of the late delivery. However, the reservation must be declared by Reis Robotics until payment has been made or, at the latest, upon payment of the delayed delivery and/or service. The agreement and the assertion of the contractual penalty shall not affect the other claims and rights to which Reis Robotics is entitled.
8. The Supplier can only invoke the absence of necessary documents to be supplied by Reis Robotics if he has sent a written reminder for the documents and has not received them within a reasonable period of time.



## X. TRANSFER OF OWNERSHIP

1. Ownership of the contractual objects or parts thereof, including the associated documentation, shall pass to Reis Robotics upon delivery, in the case of production material, ownership shall pass to Reis Robotics upon commencement of production or upon acquisition by the Supplier for all unfinished intermediate stages, unless otherwise agreed. Ownership is transferred to Reis Robotics regardless of the payment of the contractual objects, the obligation of Reis Robotics to pay in accordance with the respective production status remains unaffected.  
This transfer of ownership does not in any way constitute acceptance or other acceptance of the respective unfinished intermediate stages or the subject matter of the contract.
2. Reis Robotics does not accept any simple or extended retention of title or other reservations of the Supplier with regard to the acquisition of ownership by Reis Robotics.

## XI. INDUSTRIAL PROPERTY RIGHTS, COPYRIGHTS, DATA

1. The Supplier is responsible for ensuring that it has the right to commercially transfer and grant corresponding rights of use to Reis Robotics and that the contractual objects are free of third-party property rights that exclude or impair the use of the contractual objects by or for Reis Robotics.
2. The Supplier shall indemnify Reis Robotics against all claims of third parties asserted against Reis Robotics due to the use of the contractual objects. If possible, the Supplier shall conduct necessary legal disputes itself in its own name and at its own expense. The right of Reis Robotics to claim damages in accordance with the statutory provisions and to withdraw from the contract remains unaffected.
3. Unless otherwise agreed, all copyrighted rights of use, industrial property rights and legal positions similar to property rights to the contractual objects arising in the context of the provision of services shall be transferred to Reis Robotics unconditionally, unrestrictedly, exclusively and free of charge upon their creation in terms of space, time and content and may be freely extended, transferred, revised, adapted, modified, reproduced or published by Reis Robotics. Reis Robotics is granted the right to apply for patents for patentable development results.
4. If the Supplier creates, adapts or provides software as part of its service provision
  - a. after carrying out a program test, he must hand over the software to Reis Robotics in a testable and machine-readable form together with the source code and documentation. In these cases, legal positions pursuant to Section XI.3 are not limited to the object code, but also include the source code and documentation.
  - b. he undertakes to inform Reis Robotics in good time, but at the latest in the offer, whether open source components are included in his deliveries or services. Software, hardware or other information ("Components") that are generally available free of charge and in editable form and are subject to a license or other contractual provision that permits the processing

and/or distribution of the Components or components derived therefrom, but makes permission subject to certain conditions, are open source components.

5. If open source components are included in the Supplier's contractual objects, the Supplier is obliged to comply with all applicable open source licenses and to grant Reis Robotics all rights and information that Reis Robotics requires for its own compliance with these license obligations. Furthermore, the Supplier must provide Reis Robotics with the following at the latest in the offer: A list of all open source components included, including the applicable license texts of all versions used and, if the applicable license texts require, the source code of the open source software used.
6. Unless otherwise agreed, the Supplier is prohibited from using open source components that are subject to a copyleft effect that could affect the products of Reis Robotics. This is the case if license conditions of the open source components used by the Supplier require that products of Reis Robotics or derivative works thereof may only be distributed under the conditions of the respective open source license, for example with disclosure of the source code.
7. If the Supplier only points out after acceptance of the offer by Reis Robotics that the contractual objects contain open source components or that a copyleft effect could occur, Reis Robotics has the right to terminate the contract extraordinarily within 14 days of becoming aware of the violation. The assertion of further rights by Reis Robotics is not restricted by the withdrawal.
8. Reis Robotics shall be entitled to the exclusive and unrestricted rights of use to data arising from or in connection with the use of the contractual objects at Reis Robotics, the Supplier or a third party, unless a third party is entitled to them under applicable law. The Supplier's right to use data for the performance of this contract, insofar as this is necessary for this purpose, remains unaffected.
9. The Supplier agrees that Reis Robotics' operating and assembly instructions refer to its Supplier documentation and that its documentation will be published alongside Reis Robotics' own instructions. The Supplier agrees to the duplication of his documentation.

## XII. SUBCONTRACTOR

1. The subcontracting of services or parts thereof by the Supplier to subcontractors must always be announced to Reis Robotics at least two weeks in advance. Reis Robotics has ten days after this announcement to reject the subcontract. If Reis Robotics does not refuse to subcontract within this period, it will be deemed to have been approved.
2. When using subcontractors, the Supplier must comply with the relevant laws and regulations, in particular labor and social law. The Supplier indemnifies Reis Robotics against all claims by third parties in connection with the use of subcontractors. The Supplier shall be liable for the actions and omissions of the subcontractors as well as for its own actions and omissions.

### XIII. QUALITY AND NOTIFICATION OF DEFECTS

1. The Supplier must guarantee the quality of his services. The Supplier guarantees that all deliveries/services comply with the agreed quality, specifications, drawings, test plans, requirements specified in the specifications, applicable legal and official provisions as well as EU directives and relevant industry standards. For this purpose, Reis Robotics can oblige the Supplier to maintain a quality assurance system and to provide evidence to Reis Robotics on request.
2. After receipt of the delivery of the contractual items, Reis Robotics will carry out an identity and quantity check and check the delivery for obvious transport damage. If Reis Robotics discovers obviously recognizable defects, transport damage or identity and quantity deviations, Reis Robotics will notify the Supplier of these in writing within 20 days of receipt of the delivery.
3. Reis Robotics will notify the Supplier of any defects not discovered in this process within a reasonable period of time as soon as they are discovered in accordance with the circumstances of a proper course of business. In this respect, the Supplier expressly waives the objection of late notification of defects. In the case of the individual contractual regulation of a function and performance review, the release or, if necessary, a notification of defects can only be given with proof of function.
4. The Supplier is obliged to report deviations in product conformity for products that have already been delivered immediately after becoming aware of them. This applies in particular to safety-relevant incidents and must be observed analogously for products purchased from the Supplier from third parties.

### XIV. WARRANTY AND LIABILITY FOR DEFECTS

1. The Supplier shall be liable for the absence of defects in its deliveries and services. If contractual items do not meet the requirements set out in Section XIII.1 and are therefore defective, Reis Robotics may, at its discretion, demand that the Supplier repair the contractual items at its own risk and expense or replace them with defect-free contractual items.  
If a rectification or replacement delivery is not possible or unsuccessful, or if it is delayed or refused beyond a reasonable period of time set in writing by Reis Robotics, Reis Robotics shall be entitled to the statutory rights, including the right to perform services under a contract for work and services.  
In the event that the Supplier fails to comply with its warranty obligation within a reasonable period set by Reis Robotics or in the event that there are other special circumstances that require immediate action, Reis Robotics may repair or replace the contractual items itself or have them repaired or replaced by third parties, without prejudice to the Supplier's warranty obligation. A special circumstance is in particular the adherence to the schedule vis-à-vis the end customer. If the schedule agreed with the Supplier is at risk, the setting of a grace period within the meaning of § 637 BGB shall be deemed unnecessary. Small defects can be remedied by Reis Robotics itself in fulfillment of its duty to mitigate damages without prior consultation, without affecting the warranty obligation of the Supplier.
2. In addition, the Supplier shall reimburse Reis Robotics for all costs incurred by it in connection with the repair or replacement of defective contractual items (including handling, installation/removal and travel costs).

3. The warranty period is 36 months from delivery to Reis Robotics. In the case of deliveries for series production and spare parts requirements, the warranty period begins with acceptance by the Reis Robotics end customer, but ends no later than 48 months after acceptance by Reis Robotics. If a specific acceptance of the contractual objects has been agreed between Reis Robotics and the Supplier or if such acceptance is to be carried out in accordance with applicable law, the warranty period shall be 36 months from the acceptance of the goods. If acceptance is delayed through no fault of the Supplier, the warranty period shall be 36 months after the delivery item has been made available for acceptance. Claims of Reis Robotics that have arisen within this warranty period shall become statute-barred at the earliest 6 months after the claim arises, but not before the end of the agreed limitation period.
4. For delivery parts that could not remain in operation during the inspection of a defect and/or the rectification of the defect, a current warranty period shall be extended by the time of the interruption of operation. For repaired or newly delivered parts, the warranty period begins with the end of the rectification or, if acceptance has been agreed, with the acceptance. If necessary, the acceptance must be requested in writing from Reis Robotics.
5. If a defect becomes apparent within 6 months of the transfer of risk, it shall be presumed that it was already present at the time of the transfer of risk, unless this is incompatible with the nature of the item or the defect.
6. If a claim is made against Reis Robotics due to a defect in its product or due to a violation of official safety regulations or laws, Reis Robotics is entitled to demand compensation for this damage from the Supplier, insofar as it is attributable to the products delivered by it. This damage also includes replacement costs as well as the costs of a precautionary recall action that is objectively necessary.
7. The data referred to in this Section XIV. agreed rights of Reis Robotics are in addition to any other legal or contractual claims. The place of performance for warranty claims is the place where the contractual objects are located.

### XV. LIABILITY OF THE SUPPLIER

1. The Supplier's liability for damages and product liability shall be governed by the statutory provisions, unless otherwise agreed.
2. If the Supplier's services also include work on the factory or company premises of Reis Robotics or a third party, the Supplier shall take all necessary precautions to avoid personal injury or property damage during the course of this work. The Supplier shall reimburse Reis Robotics and indemnify Reis Robotics against all damages, costs and expenses caused by the Supplier's work on a company premises, unless the Supplier is not at fault for this.
3. The Supplier shall be liable for its representatives or subcontractors to the same extent as for its own fault.
4. The Supplier undertakes to take out and ensure appropriate, industry-standard insurance cover, both in terms of reason and amount (at least more than EUR 5 million), in particular with regard to personal injury, property damage and financial loss. Upon

request, the Supplier must provide Reis Robotics with appropriate insurance confirmations and maintain the insurance cover proven therein for the duration of the business relationship. The Supplier hereby assigns all its payment claims against the insurers in connection with the contractual objects to Reis Robotics in advance, Reis Robotics accepts this assignment. The conclusion of the insurance policies and the assignment of the insurance claims do not limit the liability of the Supplier.

5. In addition, the Supplier must insure itself against all risks arising from product liability and producer liability, including the risk of recall and for the replacement of defective parts in the amount of 10 million euros/year. The insurance must cover the above-mentioned risks at least within the contractually agreed warranty period. Upon request, the Supplier must submit the insurance confirmation to Reis Robotics and maintain the insurance cover proven therein for the duration of the business relationship. Further claims for damages remain unaffected.
6. Without prejudice to Reis Robotics' own obligation, the Supplier is obliged to fulfil its statutory product monitoring obligation and to inform Reis Robotics of its results on an ongoing basis.
7. The rights of Reis Robotics agreed in this Section XV are in addition to any other legal or contractual claims.

## XVI. PROVISIONS

1. All provisions provided by Reis Robotics, in particular documentation, materials, equipment, components, parts, containers, packaging, tools, measuring instruments, devices, samples or other items, including items provided on loan, which are at the Supplier's premises as intended, shall not or shall not be the property of the Supplier but shall remain the property of Reis Robotics, unless expressly agreed otherwise. Provisions shall be inspected and inspected by the Supplier without delay - any complaints must be reported to Reis Robotics immediately in writing. The Supplier may only use the materials for the production of the contractual items and may not use them for other purposes or allow others to use them without the prior written consent of Reis Robotics.
2. Supplies must be clearly marked as the property of Reis Robotics and stored safely and separately from other items with the care of a prudent businessman free of charge for Reis Robotics. The Supplier must handle the supplies carefully and properly, maintain them in good condition at his own expense, replace them if necessary and indemnify Reis Robotics with regard to any claims, costs and damages arising from or in connection with the installation, use, storage or repair of the supplies. The Supplier bears the risk for the materials as long as they are in his custody or under his control. The Supplier is obliged to insure the provisions at his own expense against all insurable risks (all risk) in the amount of the replacement value. The Supplier hereby assigns its claims against the insurance company to Reis Robotics in advance. Reis Robotics hereby accepts this assignment.
3. If the materials are processed or mixed with other items not belonging to Reis Robotics, Reis Robotics shall acquire co-ownership of the new item in the ratio of the value of its supplies to the other processed or mixed items at the time of processing. If mixing takes place in such a way that the Supplier's item is to be regarded as the main item, the Supplier hereby transfers co-ownership of the main item to Reis Robotics on a pro rata basis. Reis Robotics hereby accepts the transfer. The Supplier shall keep the sole ownership or co-ownership in safe custody for the Purchaser free of charge.
4. Reis Robotics or a third party designated by Reis Robotics is entitled to enter the Supplier's premises at any time during normal business hours and to inspect the provision and records thereof.
5. Reis Robotics has the right to remove the provisions or to demand their surrender at any time and without special reason. At such a request by Reis Robotics, the Supplier must immediately surrender the provisions, prepare them for shipment or deliver them to Reis Robotics against reimbursement of the reasonable transport costs. The Supplier shall not be entitled to any rights of retention or liens with regard to the provisions.

## XVII. LABELLING, ENVIRONMENTAL PROTECTION AND SAFETY

1. The Supplier shall mark the delivery items in such a way that they are permanently recognizable as his products.
2. In principle, the marking of delivery items by means of a barcode must be carried out in accordance with Reis Robotics specifications. In exceptional cases, a special arrangement can be agreed with the Supplier. The Reis Robotics regulations regarding barcode marking are stored in the associated work instructions, which are sent to the Supplier when the initial Order is placed.
3. The Supplier undertakes to use environmentally friendly products and processes in its deliveries/services and also in deliveries or ancillary services of third parties within the scope of economic and technical possibilities. The Supplier is liable for the environmental compatibility of the delivered products and packaging materials and for all consequential damages resulting from the violation of its statutory disposal obligations.
4. The Supplier is obliged to hand over the backup data sheets applicable to his delivery with the delivery. He shall indemnify Reis Robotics against all recourse claims by third parties in the event that he does not deliver the safety data sheets to Reis Robotics or delivers them late or incorrectly. The same applies to all subsequent changes.
5. If the Supplier supplies contractual items whose components in the homogeneous materials used contain substances subject to declaration in accordance with the REACH Regulation and/or the RoHS Directive above the applicable limit value, the Supplier must refer to these substances in his offer. Prior to delivery, the Supplier shall provide the documentation required by law.
6. If the delivery contains contractual items that are classified as dangerous goods and/or hazardous substances in accordance with the CLP Regulation or international regulations, the Supplier shall inform Reis Robotics of this in its offer. The labeling and transport must comply with the internationally applicable regulations according to GHS (Globally Harmonised System of Classification, Labelling and Packaging of Chemicals) or the internationally valid dangerous goods regulations.
7. The Supplier shall demonstrate compliance with the provisions of the Dodd-Frank Act Section 1502 and Regulation (EU) 2017/821 on conflict minerals.



8. Energy-relevant contractual objects are evaluated with regard to energy-related performance. The subject matter of the contract must be marked accordingly in accordance with the WEEE Directive.
9. The Supplier shall ensure that the contractual items are absolutely free of substances that interfere with paint wetting (absence of labs).

## XVIII. CONFIDENTIALITY

1. The Supplier undertakes to treat confidentially all commercial, technical or other business-related information that requires confidentiality and which is disclosed or made accessible to it through the business relationship and to use it exclusively for the purposes of the business relationship and to pass it on only to those employees and subcontractors who are obliged to maintain confidentiality. The confidentiality obligation extends to all employees of the Supplier and its subcontractors.
2. Unless expressly stipulated otherwise, the Supplier undertakes not to pass on confidential information to third parties or to make it accessible in any other form and to take all reasonable precautions to avoid access by third parties. Affiliated companies of Reis Robotics are not considered third parties. The Supplier is liable for a breach of duty by its affiliated companies as for its own fault.
3. If there is a suspicion of unauthorized use or disclosure of confidential information or if confidential information is lost, the Supplier will inform Reis Robotics immediately.
4. All information that Reis Robotics discloses or makes accessible to the Supplier, which is expressly designated as confidential or which is recognizable as trade or business secrets by a reasonable third party due to its content ("Confidential Information"), is subject to confidentiality. This may include, but is not limited to, the following information: (i) technical information, in particular product, development or functional descriptions, functional or requirement specifications, sketches, graphics, drawings or other technical documents as well as manuals, technical procedures and processes and other know-how; (ii) information on existing or future legal positions, in particular rights of use and licensing, licence rates, applications for patents and patentable inventions, utility models, designs or trademark rights; (iii) Data on customers and contractual partners as well as planned actions and Orders as well as information on corporate strategies, schedules, goals, ideas, planned projects, sales channels and commercial data, in particular sales and margins.
5. The duty of confidentiality does not or no longer apply to information that can be proven to (i) be or become publicly available without the Supplier being responsible for this, (ii) was already available to the Supplier at the time it was obtained or was subsequently developed by the Supplier independently of the transmission by the Supplier, (iii) was obtained by third parties without violating a duty of confidentiality, provided that, to the knowledge of the Supplier, the third party does not violate any confidentiality obligation by providing the information, or (iv) has been developed independently by the Supplier or one of its affiliates without recourse to Confidential Information, or (v) Reis Robotics has consented to the disclosure in text form. The burden of proof for the existence of one of the above exceptions shall be borne by the Supplier.

6. Reis Robotics reserves the ownership and all other rights to the Confidential Information, whether protectable or not. In particular, the Supplier is not entitled to apply for patents or other legal property rights with the confidential information provided by Reis Robotics without the consent of Reis Robotics. The transfer of the Confidential Information does not create any prior rights of use for the Supplier.
7. At the request of Reis Robotics, the Supplier must return the embodied confidential information received in full as far as possible. Instead, the Supplier may destroy or delete the Confidential Information. In this case, the destruction or deletion must be confirmed in writing upon request. This obligation is excluded with respect to Confidential Information, (i) stored in routine backups, (ii) which must be retained in accordance with the law, regulation, judgment or Order of a court and/or Order of an authority, or (iii) duplication of Confidential Information held by the Supplier for verification purposes. The confidentiality obligations arising from this agreement remain unaffected.
8. Data to be deleted - individual or entire databases - must be irretrievably deleted or overwritten with non-assignable data. For example, a single data set can be anonymized, and an entire data carrier can be overwritten several times with random data. This also applies explicitly to data from external and cloud service providers and must be contractually ensured by the Supplier. All analogue media containing sensitive and sensitive information from Reis Robotics that is no longer needed or whose retention period has expired must be destroyed. Legal regulations on the minimum and maximum retention period of data must be observed.
9. The Supplier may not advertise its business relationship with Reis Robotics without the prior consent of Reis Robotics.
10. In all other respects, the provisions of a non-disclosure agreement concluded between the contracting parties shall apply.

## XIX. COMPLIANCE AND AUDIT RIGHTS

1. The contracting parties are committed to a value-oriented, corruption-free business world. They undertake to refrain from criminal acts and to take all necessary measures to avoid them and to comply with legal provisions.
2. In the event of a breach of an obligation under Section XIX.1 by the Supplier, Reis Robotics shall be entitled to cease further business contacts with the Supplier without any claims on the part of the Supplier, irrespective of the legal grounds.
3. If the Supplier violates an obligation under Section XIX.1 and the legal transaction is not void according to § 134 BGB, Reis Robotics is entitled to terminate the contract extraordinarily.
4. The Supplier undertakes to comply with the principles and requirements of the Reis Robotics Code of Conduct for Business Partners (can be requested or viewed at any time from Reis Robotics) and the due diligence obligations contained therein, in particular the due diligence obligations of the Supply Chain Due Diligence Act ("Lieferkettensorgfaltspflichtgesetz LkSG") and the human rights and environmental requirements required by Reis Robotics and to apply them within its supply chain to adequately address its direct and indirect Suppliers.

5. Reis Robotics has the right to verify whether the Supplier meets the requirements of its due diligence obligations by means of on-site inspections at the Supplier's premises, by audits carried out by itself or by audits by commissioned third parties, as well as by making use of recognised certification systems or audit systems, insofar as they ensure that independent and appropriate controls are carried out. The Supplier is obliged to provide Reis Robotics with all relevant information required to fulfil its due diligence obligations, whereby trade secrets of the Supplier must be respected. Audits are announced to the Supplier by Reis Robotics in advance (usually at least 5 working days in advance, except in the event of imminent danger).
6. If, as part of a risk analysis, Reis Robotics identifies human rights and environmental risks to the Supplier, it will immediately take appropriate preventive measures against the Supplier. Appropriate preventive measures may be that Reis Robotics obliges the Supplier to carry out training and further education to enforce the contractual assurances.
7. If the breach of a human rights or environmental obligation has already occurred or is imminent at the Supplier's premises, appropriate remedial action must be taken immediately to prevent, terminate or minimise the extent of the violation. If the violation cannot be ended or minimized in the foreseeable future, Reis Robotics will draw up a concept for termination or minimization with a concrete schedule together with the Supplier and request the Supplier to implement the appropriate remedial measures developed in the concept by a certain period of time and to end the violation. If it is foreseeable that the Supplier will not comply with the requirements developed in the concept, Reis Robotics may enforce an appropriate contractual penalty, temporarily suspend the business relationship in accordance with contractual agreements or remove the Supplier from possible award lists until the Supplier has ended the infringement. Reis Robotics has the right to terminate the business relationship, including all supply contracts, if the violation or violation is assessed as very serious, the implementation of the measure developed in the concept does not bring about any remedy after the expiry of the time specified in the concept, Reis Robotics has no other milder means at its disposal and an increase in influence does not appear to be promising. The right to extraordinary termination without setting a grace period, in particular in the case of particularly serious violations, remains unaffected, as does the right to compensation.

## XX. TERMINATION OF CONTRACT / TERMINATION

1. If the contractually owed service is a work performance, Reis Robotics has the right to terminate the entire contract or parts thereof at any time. In the event of termination, only the services rendered, self-contained and proven up to that point in accordance with the contract shall be remunerated, provided that they are usable for Reis Robotics and are immediately transferred by the Supplier. Any further claims of Reis Robotics against the Supplier remain unaffected by this provision.
2. If the Supplier owes a service, Reis Robotics may terminate the agreement or parts thereof at any time. If the termination is due to conduct on the part of the Supplier in breach of contract for which he is responsible, or if he terminates the contract himself without being caused to do so by conduct contrary to the contract on the part of Reis Robotics, only the services rendered, self-contained and proven up to that point shall be remunerated,

provided that they can be used by Reis Robotics. Claims for damages by Reis Robotics remain unaffected by this.

3. In the event of a breach of essential contractual obligations by the other contracting party, which are not remedied within a reasonable period of time despite a written warning, each contracting party shall be entitled to terminate the contract without notice or to withdraw from the contract in whole or in part. A breach of essential contractual obligations for Reis Robotics are, for example, repeated, significant violations of the quality regulations by the Supplier or consecutive, significant missed deadlines by the Supplier. Reis Robotics is also entitled to terminate the contract without notice in the following cases:
  - a. in the event of a significant deterioration in the Supplier's financial situation;
  - b. In the event of filing for insolvency;
  - c. at the opening of insolvency proceedings;
  - d. in the event of dismissal of an application for insolvency due to lack of assets;
  - e. in the event of cessation of payments;
  - f. there is a material change in the ownership structure or shareholder shares in the Supplier's company, as a result of which Reis Robotics cannot reasonably be expected to continue the supply contract.

The Supplier is obliged to inform Reis Robotics immediately in writing of the occurrence of one of the events mentioned here.

4. If the Supplier terminates the contract without notice without Reis Robotics being responsible for the termination, the services rendered shall not be remunerated if Reis Robotics has no interest in doing so as a result of the termination. This shall apply *mutatis mutandis* if a termination by Reis Robotics is based on conduct on the part of the Supplier in breach of contract. Further legal claims of Reis Robotics remain unaffected.
5. After termination, the Supplier must surrender all performance results as well as the documents provided to him, including parts and samples, without being requested to do so. The Supplier shall ensure that Reis Robotics data is completely and irretrievably deleted at the end of the contractual relationship. Section XVIII.8 shall apply accordingly. A right of retention to these documents exists only on the basis of undisputed or legally established claims arising from the same legal relationship.
6. Any notice of termination must be made in writing.

## XXI. FORCE MAJEURE

Delays or failure of performance under the contract as a result of a force majeure event without fault or fault on the part of the party concerned shall be deemed excused for as long as the event continues. This presupposes that the affected contracting party notifies the other contracting party in writing immediately after the occurrence of the force majeure event, but no later than 3 days thereafter, of the nature and extent of the force majeure event that has occurred and its effects, including the expected duration.

Force majeure events are unforeseeable, unavoidable and extraordinary events such as epidemics, natural disasters such as floods, earthquakes, hurricanes or other extreme natural events, general labor unrest such as boycotts, strikes and lockouts, explosions, fires, riots, wars, sabotages and terrorist attacks.

Unless the Supplier can credibly assure that a delay due to force majeure does not exceed 30 days or if a delay due to force majeure exceeds 30 days, Reis Robotics may terminate the agreement without any liability to the Supplier.

## XXII. FOREIGN TRADE / EXPORT CONTROL

1. The Supplier undertakes to comply with all requirements of national and international customs and foreign trade law ("export control law"). He will contact Reis Robotics within 14 days after conclusion of the contract or in the event of changes in accordance with Section IV.7. immediately submit in writing all data required by Reis Robotics to comply with all requirements of export control law.

This includes in particular:

- a. Position by item with "Yes" or "No" as to whether there is an export licence requirement under export control law;
  - b. Indication of all export list numbers, including the American Export Control Classification Number (ECCN);
  - c. Statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonized System) code;
  - d. Indication of the country of origin and, at the request of Reis Robotics, free issuance of a Supplier's declaration on preferential origin or a EUR1 paper or certificates on preferences or any other documents required by the customs administration.
2. The Supplier undertakes to support Reis Robotics to the best of its ability in maintaining the status of an Authorized Economic Operator (AEO)).

The Supplier declares that:

- a. Goods that are produced, stored, transported, delivered to or taken over by Reis Robotics on behalf of Reis Robotics as AEO (insofar as Reis Robotics has the status) are produced, stored, loaded or processed and loaded at secure operating sites and at secure transshipment locations and that are protected from unauthorized access during production, storage, treatment or processing, loading and transport.
  - b. the personnel employed for the production, storage, treatment or processing, loading, transport and acceptance of such goods is reliable.
  - c. Business partners acting on his behalf are informed that they must also take measures to secure the above-mentioned supply chain.
3. In the event that the Supplier violates its obligations under Section XXII 1 or 2, in particular if declarations are found to be false, it shall bear all damages and expenses incurred by Reis Robotics as a result, insofar as the Supplier is responsible for them. The parties agree that Section XV 3 shall apply accordingly.
  4. Notwithstanding other rights arising from this contract, Reis Robotics shall be entitled to extraordinary termination of the contract in writing in the event that the Supplier violates an obligation under Section XXII – and does not remedy the breach of duty despite Reis Robotics setting a reasonable deadline.

## XXIII. DATA PROTECTION

1. The contracting parties collect and process personal data in accordance with applicable data protection law, in particular the DSGVO and the BDSG. Personal data that comes to knowledge in connection with the business relationship will be used exclusively within the scope of the specified purposes and for the execution of the contractual relationship. The information on the processing of personal data at Reis Robotics in accordance with Article 13 of the DSGVO can be requested or viewed at any time from Reis Robotics.
2. The Supplier must ensure that all persons entrusted with the provision of services comply with the statutory provisions on data protection and have been obliged in writing to maintain data secrecy. The corresponding declarations of commitment must be provided to Reis Robotics upon request.
3. If personal data is processed by the Supplier on behalf of the Supplier within the scope of the provision of services, he is obliged to immediately conclude a (sub-) Order processing contract provided by Reis Robotics in accordance with Art. 28 DSGVO with Reis Robotics.

## XXIV. INFORMATION SECURITY

1. The software and hardware used and delivered by the Supplier as part of the provision of services must not contain any functions that jeopardize the integrity, confidentiality and availability of the contractually agreed services, other hardware and/or software or data.
2. The Supplier is obliged to secure data necessary for the provision of services, including personal data of Reis Robotics, against unauthorized access, modification, destruction and other misuse in accordance with the state of the art ("information security").

## XXV. INFORMATION AND REPORTING OBLIGATIONS OF THE SUPPLIER

1. The Supplier must inform Reis Robotics immediately of any reasonable suspicion of a violation of the requirements of export control law in accordance with Section XXII, data protection in accordance with Section XXIII and information security in accordance with Section XXIV, providing Reis Robotics with all information required by Reis Robotics to clarify the facts and restore the initial state.  
Reis Robotics has the right, in consultation with the Supplier, to carry out inspections with regard to the above-mentioned violations or to have them carried out by inspectors to be appointed on a case-by-case basis. Reis Robotics has the right to ensure compliance with the requirements by the Supplier in its business operations by means of random checks, which must usually be registered in good time.
2. The Supplier is obliged to notify Reis Robotics immediately in writing of not only insignificant compliance violations, in particular violations that may directly or indirectly impair the Supplier's willingness to perform and/or the business relationship of the contractual partners.
3. In the event of suspicion of poor quality of the services in accordance with Section XIII and justified reasons (e.g. in the event of



non-compliance with agreements, milestones, etc. by the Supplier), Reis Robotics has the right to check the provision of the services by the Supplier during normal business hours and to inspect the materials, documents and performance results that are directly or indirectly related to the services.

## XXVI. GENERAL PROVISIONS

1. The contractual relationship shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and the conflict of laws provisions of private international law.
2. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the local competent court at the registered office of Reis Robotics, provided that the Ordering party is a merchant within the meaning of the German Commercial Code (HGB). In addition, Reis Robotics is entitled to assert its claims at the Supplier's general place of jurisdiction.
3. If at any time one of the contracting parties does not require the other contracting party to comply with any provision of the contract, this shall not affect the right to require such compliance at a later date. The waiver by a contracting party of the assertion of a breach of a provision of the contract does not constitute a waiver of the assertion of a subsequent breach of the same or another provision.
4. Unless expressly agreed otherwise, the place of performance for the delivery obligation shall be the shipping address or place of use requested by Reis Robotics, and for all other obligations of both parties the registered office of Reis Robotics.
5. Should one of the provisions of these GTCP be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by such effective provisions that come as close as possible to the intended economic purpose of the invalid provision.
6. These Terms and Conditions of Purchase have been drawn up in German and English. In the event of contradictions and discrepancies between the German and English versions, the German version shall take precedence.