General Terms and Conditions of Purchase

§ 1 General

1.1. These General Conditions of Purchase (GPC) shall apply to all business relationships with business partners and suppliers of REALTECH (Suppliers) with regard to the delivery of movable goods (Products) and/or the provision of services, irrespective of whether the Supplier provides the delivery or service itself or purchases it from other suppliers.

1.2. The AEB in their respective version shall also apply to future contracts for the delivery of products and/or the provision of services with the same supplier, even if their validity is not separately agreed again.

1.3. These AEB apply exclusively. Deviating or supplementary terms and conditions of the supplier shall not apply, even if REALTECH does not separately object to their validity. Even if REALTECH refers to a letter that contains or refers to the supplier's terms and conditions, this does not constitute any agreement with the validity of those terms and conditions.

1.4. Individual agreements made in individual cases with the supplier, e.g. in an order from REALTECH, shall take precedence over these GPCs.

1.5 References in these AEB to the validity of statutory provisions have only clarifying significance. Even without such notice, the statutory provisions shall therefore apply unless they are expressly amended or excluded in these GPC.

§ 2 Conclusion of Contract, Scope of Services

2.1. An order placed by REALTECH shall be deemed binding at the earliest upon written submission or confirmation. Deliveries for which there is no written order will not be accepted. REALTECH's silence in response to offers or other declarations by the supplier shall not be deemed consent.

2.2. At REALTECH's request, the supplier is obliged to confirm the order in writing within a period of one (1) week or to execute it immediately and unconditionally. If a supplier's confirmation contains deviations from REALTECH's order, the supplier must expressly draw attention to these. An amended or delayed acceptance by the supplier shall be deemed a new offer and shall always require acceptance by REALTECH.

2.3. The agreed scope of delivery and services shall result primarily from the order placed by REALTECH and the service description contained therein, if any, and additionally from these GPC. Instructions or other documentation required for the appropriate use and application of the product become part of the delivery or service scope.

2.4. If the delivery item consists of standard software, the supplier shall provide REALTECH with complete and easily understandable documentation of the software in printable form in German and English. REALTECH may reproduce the documentation as required.

2.5. Unless otherwise agreed, offers, cost estimates, drafts and samples from the supplier are free of charge for REALTECH.

§ 3 Delivery Time and Delay

3.1. Agreed deadlines and dates for deliveries and services are binding unless expressly stated as non-binding. The supplier is obliged to inform REALTECH immediately in writing, stating the reasons and the expected duration of the delay, if it becomes foreseeable that agreed deadlines or dates cannot be met.

3.2. The supplier shall not be entitled to make partial deliveries or render partial services without the prior written consent of REALTECH.

3.3. If the supplier does not provide his deliveries or services or does not do so within the agreed periods and deadlines, or if he is otherwise in default, the rights of REALTECH shall be determined in accordance with the statutory provisions.

3.4. If a cause for which the supplier is not responsible for and which originates from the sphere of REALTECH impacting the performance of the contract, the supplier can demand an appropriate extension or postponement of the affected deadlines and dates.

3.5. REALTECH's claim to performance shall only be excluded if the supplier, at REALTECH's request, pays full compensation in lieu of delivery. The unconditional acceptance of a delayed delivery or service shall not constitute a waiver of claims for damages.

§ 4 Delivery, Transfer of Risk

4.1. Unless otherwise agreed in individual cases, deliveries shall be made "free domicile" (DDP destination in accordance with INCOTERMS 2010) to the place specified by REALTECH in the purchase order. If the place of destination is not specified and nothing to the contrary has been agreed, delivery shall be made to REALTECH's place of business in Leimen. The respective place of destination is also the place of performance (obligation to deliver).

4.2. The risk of accidental loss and accidental deterioration of the products shall pass to REALTECH upon delivery at the place of performance. If acceptance takes place, this shall be decisive for the transfer of risk.

4.3. The statutory provisions shall apply to the occurrence of REALTECH's default in acceptance. However, the supplier must also expressly offer its services to REALTECH if a specific or determinable calendar period has been agreed for an action or cooperation by REALTECH. If REALTECH is in default of acceptance, the supplier may demand reimbursement of its additional expenses in accordance with the statutory provisions.

§ 5 Subcontractors

5.1. The use of subcontractors, freelancers and other third parties (jointly referred to as subcontractors) requires the prior written consent of REALTECH. In its relationship with the subcontractor, the supplier must contractually ensure that all services are

performed completely and properly and that the obligations arising from the contractual relationship with REALTECH also apply in its relationship with the subcontractor.

5.2. Subcontractors shall be deemed to be vicarious agents of the Supplier. Failures, defects, delays or other disruptions in the deliveries and services of the subcontractor shall not release the supplier from its obligation to perform under the contract concluded with REALTECH.

§ 6 Prices and Terms of Payment

6.1. The price stated in the order is binding. All prices are subject to the statutory value added tax.

6.2. Unless otherwise agreed in individual cases, the price shall include all ancillary services of the Supplier (e.g. unloading, erection, installation) as well as all ancillary costs (e.g. proper packaging, customs duties, transport costs and transport insurance).

6.3. Invoices shall be sent in one original copy to the REALTECH address stated in the order.

6.4. The supplier shall list the deliveries and services clearly and verifiably in the respective invoice. In principle, one invoice must be issued per order. The order number must be indicated on the invoice.

6.5. Payments shall be made in accordance with the agreed terms of payment and subject to invoice verification. If individual terms of payment have not been agreed with the supplier, the payment period shall be 90 calendar days after receipt of the invoice by REALTECH (date of receipt stamp).

6.6. The default interest shall be five (5) percentage points above the base rate annually. The statutory provisions shall apply to the occurrence of default. In any case, however, a written reminder from the supplier is required.

6.7. REALTECH shall be entitled to set-off and retention rights as well as the plea of non-performance of the contract to the extent permitted by law. In particular, REALTECH is entitled to withhold due payments as long as REALTECH is still entitled to claims from incomplete or defective deliveries or services against the supplier.

6.8. The supplier shall only have a right of set-off or retention if counterclaims have been legally established or are undisputed.

§ 7 Retention of Title

7.1. The transfer of ownership of products shall take place immediately upon transfer of the respective product to REALTECH.

7.2. If, in an individual case, REALTECH accepts an offer by the supplier for transfer of ownership that is subject to the condition precedent of payment, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the specifically delivered product. Extended or enhanced retentions of title by the supplier are excluded.

§ 8 Acceptance

8.1. Insofar as acceptance is to take place or the performance of acceptance is agreed, REALTECH shall declare acceptance to the supplier when the service has been rendered in full, free of defects and in conformity with the contract, and has the warranted and agreed or presumed characteristics.

8.2. Depending on the nature of the service, partial acceptance can be agreed; however, these have no acceptance effect in accordance with § 640 BGB. REALTECH reserves the right to carry out an overall acceptance test in any case.

8.3. Every acceptance must be formal and requires a written declaration from REALTECH.

§ 9 Confidentiality, Granting of Rights to Work Results

9.1. All business or technical information provided or made available by REALTECH shall, as long as and to the extent that it is not demonstrably public knowledge, be kept secret from third parties and may only be made available by the supplier to such employees and subcontractors commissioned in accordance with the contract who must have knowledge for the purposes of fulfilling the contract and who are themselves obliged to maintain secrecy.

9.2. REALTECH reserves the property rights and copyrights to all documents and aids provided to the supplier, such as in particular drawings, illustrations, drafts, descriptions, plans, models, technical specifications, data carriers, other documents and materials. Such documents and aids shall be used exclusively within the scope of the contractual provision of services and shall be returned to REALTECH (including any copies made) after complete fulfilment of the contract.

9.3. Individual software, technical documents, documents, drawings, diagrams, graphics, photographs, layout templates and other documentation produced by the supplier as part of the execution of the order - in any form whatsoever, whether electronic, in printed form or as material for print preparation - shall become the property of REALTECH upon their transfer. Furthermore, REALTECH shall receive all comprehensive and exclusive rights of use and exploitation for all current and future types of use in respect of all the aforementioned individual work results that are capable of copyright - to the extent permitted by law. In the case of individual software, these rights also refer to the use of the source code. No separate remuneration shall be due for the transfer and granting of these rights.

9.4. Without prior written consent, the supplier is prohibited from naming REALTECH or the business relationship between the supplier and REALTECH in any form as a reference.

§ 10 Granting of Rights to Standard Software

10.1. If standard software is part of the scope of delivery, the supplier shall grant REALTECH the non-exclusive, transferable, irrevocable right to use the software in any system environment for itself or to be used by a third party.

10.2. Reproductions of the software for its contractual use are permitted. The permitted use also includes the storage and necessary installation of the software

on IT systems as well as the loading and execution of the software. The right of use includes the right for REALTECH to process and develop programs running in conjunction with the software, also to create interoperability with other programs.

10.3. REALTECH shall be entitled to share the software to its (also future) group companies within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) for their use, to the extent that REALTECH itself is entitled to use it.

10.4. All results, regardless of form, that arise during or in connection with the use of the software shall become the property of REALTECH. Results in this sense are data or documents that are created using the software. REALTECH is entitled to all current and future rights of use and exploitation. The supplier is not entitled to use these results beyond the extent necessary for the contractual provision of services.

§ 11 Breaches of Duty, Defects

11.1. REALTECH's rights in the event of material defects and defects of title in the deliveries and services as well as in the event of other breaches of duty of the supplier shall be unrestrictedly governed by the statutory provisions, unless otherwise specified below.

11.2. In accordance with the statutory provisions, the supplier shall be liable for ensuring that the products have the agreed quality when the risk passes to REALTECH. Any product descriptions that are the subject of the respective contract - by designation or reference in REALTECH's order - or that have been included in the contract in the same way as these GPCs - shall be deemed to be agreements on quality.

11.3. The statutory provisions shall apply to the commercial obligation to inspect and give notice of defects with the following condition: REALTECH's obligation to inspect is limited to defects that are recognisable during the incoming goods inspection by REALTECH (e.g. transport damage, incorrect and short delivery). Insofar as acceptance takes place, there shall be no obligation to inspect. In all cases, REALTECH's investigations and complaints shall be deemed to be immediate and timely if they are made available within ten (10) calendar days to the supplier.

11.4. If the supplier does not meet its obligation to subsequent performance - at REALTECH's option by remedying the defect (subsequent improvement) or by supplying a defect-free item (replacement delivery) - within a reasonable period of time set by REALTECH, REALTECH may remedy the defect itself and demand reimbursement from the supplier of the expenses required for this or an appropriate advance payment.

11.5. In addition, REALTECH shall be entitled to reduce the price or withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, REALTECH is entitled to compensation for damages and expenses in accordance with statutory regulations. The limitation period for claims based on material defects and defects of title shall be determined in accordance with the statutory provisions; if an acceptance is carried out, the

limitation period shall not commence prior to the declaration of acceptance.

11.6. If the supplier fulfils his obligation to supplementary performance by supplying a replacement, the limitation period for the product supplied as a replacement shall begin anew after delivery, unless the supplier has expressly and appropriately reserved the right in the case of supplementary performance to make the replacement delivery only as a gesture of goodwill. The statutory provisions on the suspension of the statute of limitations shall also remain unaffected.

11.7. The costs incurred by the Supplier for inspecting and remedying defects (including any dismantling and installation costs) shall be borne by the Supplier even if it turns out later that no defect actually existed. However, REALTECH's liability for damages in the event of a culpably unjustified demand to remedy defects shall remain unaffected.

§ 12 Infringements of Industrial Property Rights

12.1. The supplier warrants that his deliveries and services as well as their use and exploitation by REALTECH do not infringe any industrial property rights of third parties (copyrights and industrial property rights).

12.2. The supplier shall indemnify REALTECH against all claims, damages, costs and other disadvantages resulting from an infringement of property rights. This claim does not exist if the supplier proves that he is not at fault for the infringement of property rights.

12.3. Further statutory claims by REALTECH due to defects of title shall remain unaffected.

§ 13 Compliance

13.1. The supplier shall be obliged to inform REALTECH in writing as early as possible before the delivery date of any obligations to obtain approval for its products under the applicable German, European, US American export, customs and foreign trade laws and under the export, customs and foreign trade laws of the country of origin of its products. The supplier is obliged to inform REALTECH immediately in writing of any changes to the above information.

13.2. The supplier is obliged to comply with the recognised rules of technology (in particular DIN standards, VDE regulations, VDI guidelines, etc.) and the statutory provisions on product safety (in particular the Product Safety Act) as well as the applicable laws on data security and data protection, the internationally applicable minimum labour law standards with regard to employee rights and all other statutory and official provisions applicable in each case.

13.3. In the event that the supplier breaches one of the aforementioned obligations, it shall indemnify REALTECH against all claims by third parties and costs as well as other disadvantages (e.g. fines) due to the breach of the aforementioned provisions. This shall not apply if the supplier is not responsible for this breach of duty. Any existing claims for damages shall remain unaffected.

§ 14 Final Provisions

14.1. An assignment or transfer of contractual rights and obligations by the supplier to third parties - including affiliated companies of the supplier - requires the prior written consent of REALTECH.

14.2. All amendments and supplements to the contract as well as legally relevant declarations by the supplier (e.g. setting of deadlines) must be made in writing in order to be effective (transmission by e-mail is sufficient). The written form requirement itself can only be waived in writing.

14.3. The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws rules of international private law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising in connection with the contract shall be the court responsible for the registered office of REALTECH. REALTECH also has the right to institute legal proceedings at any other court with national or international jurisdiction.

14.4. Should individual provisions of these General Purchase Conditions or of the contract with the Supplier be or become invalid, or should the contract contain a loophole, this shall not affect the validity of the remaining provisions. The invalid or missing provision shall be replaced by a valid provision which comes as close as possible to what the contracting parties economically intended at the time the contract was concluded.