

## General terms and conditions of delivery and business

### § 1 Validity

(1) The following General Terms and Conditions of Delivery and Business apply to all commercial transactions with

unival group® GmbH  
Managing Director: David Vollmar  
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53113 Bonn  
Germany

-Hereinafter referred to as "Seller"-

(2) All deliveries, services and offers of the seller are exclusively based on these general terms of delivery. These are an integral part of all contracts which the Seller concludes with his contractual partners (hereinafter also referred to as "Principal") for the deliveries or services offered by him. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again.

(3) Terms and conditions of the customer or third parties shall not apply, even if the seller does not separately object to their validity in individual cases. Even if the Seller makes reference to a letter containing or referring to the terms and conditions of business of the Client or a third party, this shall not constitute an agreement with the validity of those terms and conditions.

### § 2 Offer and conclusion of contract

(1) All offers of the seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific period of acceptance. The Seller may accept orders or commissions within fourteen days of receipt.

(2) Solely decisive for the legal relationship between the seller and the customer is the written purchase contract, including these General Terms and Conditions of Delivery. This fully reflects all agreements between the parties to the contract regarding the subject matter of the contract. Oral promises made by the Seller prior to the conclusion of this contract are not legally binding and oral agreements between the contracting parties are replaced by the written contract, unless it is expressly stated in each case that they continue to be binding.

(3) Supplements and amendments to the agreements made, including these General Terms of Delivery, must be made in writing to be effective. With the exception of managing directors or authorised signatories, the Seller's employees are not entitled to make oral agreements deviating from this. To comply with the written form, telecommunication transmission, in particular by fax or e-mail, shall be sufficient, provided that a copy of the signed declaration is transmitted.

(4) Information provided by the Seller on the object of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics of quality, but descriptions or identifications of the delivery or service. Deviations customary in the trade and deviations which are due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts are permissible, provided that they do not impair the usability for the contractually intended purpose.

(5) The seller reserves the ownership or copyright of all offers and cost estimates submitted by him as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the customer. Without the express consent of the Seller, the Client may not make these items accessible to third parties, make them known, use them himself or have them used or reproduced by third parties, neither as such nor in terms of their content. At the request of the seller, he must return these objects in full to the seller and destroy any copies that may have been made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excepted from this is the storage of electronically provided data for the purpose of normal data backup.

### **§ 3 Prices and payment**

(1) The prices are valid for the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately. The prices are in EURO ex works plus packaging, insurance, the statutory value added tax, customs duties in the case of export deliveries as well as fees and other public charges, unless otherwise contractually agreed.

(2) Insofar as the agreed prices are based on the Seller's list prices and delivery is not to take place until more than four months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).

(3) Invoice amounts are to be paid without deduction immediately after receipt of the invoice, unless otherwise agreed in writing. Decisive for the date of payment is the date of receipt by the seller. Payment by cheque is excluded, unless it is agreed separately in individual cases. If the client does not make payment when due, the outstanding amounts shall bear interest from the due date at 5% p.a. above the respective base rate of the German Federal Central Bank; the right to claim higher interest and further damages in the event of default shall remain unaffected.

If advance performance by the seller has been agreed, he is entitled to demand a down payment of at least 50% after conclusion of the contract and - at his discretion - a corresponding security for the remaining price. The seller will issue an invoice for the down payment. In this case, the remaining price is due for payment after completion of the services (irrespective of any complaints), but in any case after final performance of the services upon receipt of the final invoice.

(4) The offsetting of counterclaims of the customer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established.

(5) The Seller shall be entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, he becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the Customer and which jeopardise the payment of the Seller's outstanding claims by the Customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

### **§ 4 Delivery and delivery time**

(1) Deliveries shall be ex works (Incoterms 2020-EXW). Deviating from this, other forms of delivery can be agreed and ordered individually in accordance with Incoterms 2020.

(2) Deadlines and dates for deliveries and services promised by the seller are always only approximate, unless a fixed deadline or a fixed date is expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(3) The Seller may - without prejudice to his rights arising from default on the part of the Customer - demand an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period of time during which the Customer does not fulfil his contractual obligations to the Seller.

(4) The Seller shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure (e.g. natural disasters, political upheavals, piracy, epidemics or pandemics) or other events that were not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in procuring necessary official permits, official measures or the failure of, incorrect or untimely delivery by suppliers) for which the Seller is not responsible. If such events make it considerably more difficult or impossible for the Seller to deliver or perform and the hindrance is not only of a temporary nature, the Seller shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service dates postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediate written declaration to the seller.

(5) The seller is only entitled to make partial deliveries if

- the partial delivery can be used by the client within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is ensured and
- the client does not incur any significant additional work or costs as a result (unless the seller declares himself willing to bear these costs).

(6) If the Seller is in default with a delivery or service or if a delivery or service becomes impossible for him, for whatever reason, the Seller's liability for damages shall be limited in accordance with § 8 of these General Terms of Delivery.

## **§ 5 Place of performance, dispatch, packaging, transfer of risk**

(1) The place of performance for all obligations arising from the contractual relationship is the registered office of the seller, unless otherwise specified. If the seller is also responsible for installation, the place of performance shall be the place where the installation is to be carried out.

(2) At the request of the Customer, the Seller shall undertake the dispatch, transport and handling of the export (including the official permits required for this purpose), which shall be remunerated additionally. The mode of dispatch and packaging shall be subject to the Seller's dutiful discretion. The amount of the remuneration shall be agreed individually for each shipment.

(3) The risk shall pass to the Customer at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or the Seller has assumed other services (e.g. dispatch or installation). If dispatch or handover is delayed as a result of a circumstance the cause of which lies with the Customer, the risk shall pass to the Customer from the day on which the delivery item is ready for dispatch and the Seller has notified the Customer of this.

(4) Storage costs after transfer of risk shall be borne by the customer. In the event of storage by the Seller, the storage costs shall amount to at least 0.25% of the invoice amount of the delivery items to be stored per week elapsed. We reserve the right to assert and prove further or lower storage costs.

(5) The Seller shall insure the consignment against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Customer and at the Customer's expense.

## **§ 6 Acceptance**

(1) The customer shall inspect the goods immediately after the seller's notification of readiness and, if a defect is found, notify the seller immediately. If the Customer fails to notify the Seller, the goods shall be deemed to have been approved, unless the defect is one which could not be detected during the inspection. If such a defect appears later, the notification must be made immediately after its discovery; otherwise the goods shall be deemed approved even in view of this defect. The timely dispatch of the notification is sufficient to preserve the rights of the customer. If the seller has fraudulently concealed the defect, he cannot invoke these provisions.

(2) If an acceptance has to take place, the object of sale shall be deemed to be accepted if

- seven working days have passed since delivery or installation, or
- the customer has started to use the object of purchase (e.g. has put the delivered equipment into operation) or
- the Client has failed to accept the goods within this period of time for any reason other than a defect notified to the Seller which makes the use of the purchased goods impossible or significantly impairs their use.

## **§ 7 Warranty, material defects**

(1) The warranty period is 1 year (EU foreign countries) or 2 years within the European Union from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by the Customer arising from injury to life, body or health or from wilful or grossly negligent breaches of duty by the Seller or his vicarious agents, which shall be time-barred in accordance with the statutory provisions.

(2) The delivered items must be carefully examined immediately after delivery to the customer or to the third party designated by the customer. With regard to obvious defects or other defects which would have been recognisable in an immediate, careful inspection, they shall be deemed to have been approved by the Customer if the Seller does not receive a written notice of defects within seven working days of delivery. With regard to other defects, the objects of delivery shall be deemed to have been approved by the Client if the Seller does not receive the notification of defects within seven working days of the time at which the defect became apparent; however, if the defect was already apparent to the Client at an earlier point in time during normal use, this earlier point in time shall be decisive for the commencement of the notification period. At the request of the Seller, a delivery item which is the subject of a complaint shall be returned to the Seller carriage paid. If the complaint is justified, the Seller shall reimburse the costs of the cheapest shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

(3) In case of material defects of the delivered goods, the seller is obliged and entitled to choose within a reasonable period of time between repair or replacement. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the customer may withdraw from the contract or reduce the purchase price appropriately.

(4) If a defect is due to the fault of the seller, the customer may demand compensation for damages under the conditions specified in § 9.

(5) In case of defects of components of other manufacturers, which the seller cannot remedy for reasons of licensing law or factual reasons, the seller shall, at his discretion, either assert his warranty claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. Warranty claims against the Seller shall only exist for such defects under the other conditions and in accordance with these General Terms and Conditions of Delivery if the legal enforcement of the above-mentioned claims against the manufacturer and supplier was unsuccessful or, for example, due to insolvency, is futile. For the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the Customer against the Seller shall be suspended.

(6) The warranty shall not apply if the customer modifies the delivery item or has it modified by a third party without the consent of the seller and the elimination of the defect is thereby rendered impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of remedying the defect arising from the modification.

(7) A delivery of used items agreed with the customer in individual cases shall be effected to the exclusion of any warranty for material defects.

(8) The sending of the purchased goods for subsequent performance within the limitation period for claims for defects must be effected by the customer with free customs clearance (Incoterms 2020-DDP). The return of the exchanged or repaired object of sale by the Seller shall be ex works (Incoterms 2020-EXW). Nor is the seller obliged to install and set up the hardware/software system or to assume the costs incurred by the removal of the defective item, the transport and installation of the item delivered as a replacement or the retrieval of the software made available for download.

This shall apply even if the Seller provides these services once or repeatedly free of charge. The provision of services free of charge does not constitute a waiver of future claims for these costs.

## **§ 8 Property rights**

(1) In accordance with the provisions of this § 8, the seller shall be responsible for ensuring that the delivery item is free from industrial property rights or copyrights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it for infringement of such rights.

(2) In the event that the delivery item infringes an industrial property right or copyright of a third party, the Seller shall, at his discretion and at his expense, either modify or replace the delivery item in such a way that no more third-party rights are infringed, but the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the Client by concluding a licence agreement. If the Seller does not succeed in doing so within a reasonable period of time, the Client shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages on the part of the Client are subject to the restrictions of § 10 of these General Terms and Conditions of Delivery.

(3) In the event of infringements of rights by products of other manufacturers supplied by the seller, the seller shall, at his discretion, either assert his claims against the manufacturers and sub-suppliers for the account of the customer or assign them to the customer. In these cases, claims against the Seller shall only exist in accordance with the provisions of this § 8 if the legal enforcement of the above-mentioned claims against the manufacturers and sub-suppliers was unsuccessful or, for example due to insolvency, is futile.

## § 9 Use of uniSCAN® X-ray inspection systems

### (1) Use of uniSCAN baggage X-ray systems

#### Display of the operation in Germany

uniSCAN baggage X-ray inspection systems are designed so that the external dose values of the X-ray radiation are below the limits for full protection devices ( $< 3\mu\text{Sv/h}$  at a distance of 0.1 m). A prerequisite for the operation of uniSCAN X-ray baggage screening systems is a notification according to § 4 of the German X-ray Ordinance (RöV), which must be submitted to the respective federal state's supervisory authority at least 4 weeks before operation. The appointment of the radiation protection officer by the radiation protection officer must be proven to the supervisory authority within the scope of the notification and is the responsibility of the radiation protection officer.

The radiation protection commissioner and his possible deputies must prove that they have attended a Group 3 course in accordance with the guideline for radiation protection expertise. Furthermore, the qualification must be confirmed and issued by the respective supervisory authority of the federal state government. A basic level of technical understanding is required for the successful completion of course R3 and the issue of the radiation protection certificate. Furthermore, an expert opinion is necessary, which must be prepared at the operating site before commissioning. The expert report must be prepared by a recognised expert who is independent of the seller, customer and operator (e.g. TÜV) and must be submitted to the responsible supervisory authority within the scope of the notification. A nationwide type approval for uniSCAN X-ray baggage screening systems as basic, high protection or full protection devices does not exist at the moment. For mobile uniSCAN X-ray baggage screening systems a nationwide approval by the end user is necessary for operation. Abroad, the respective radiation protection laws of the end-user country apply. Compliance with these laws is the responsibility of the end user.

### (2) Use of uniSCAN personal X-ray inspection systems

#### Restricted operation in Germany with special permit

The use of uniSCAN personal X-ray inspection systems for access control purposes or for searching for objects that a person hides on or in their body is not permitted in Germany according to Appendix 5 to § 2a Paragraph 3 of the X-ray Ordinance, unless the application is based on a law and, taking into account all circumstances of the individual case, is necessary for the performance of sovereign duties or is mandatory within the jurisdiction of the Federal Ministry of Defence for the purpose of defence or the fulfilment of intergovernmental obligations. If the special approval for use has been granted by the responsible ministry, the legal regulations for the use of X-ray inspection systems for operation in Germany (according to RöV) apply. Due to their design, uniSCAN personal X-ray inspection systems are neither basic, high protection nor full protection devices, as the radiation source is directed but not fully protected. It is the end user's responsibility to mark the correspondingly extended radiation protection, safety and control areas and to monitor compliance. All uniSCAN personal X-ray inspection systems have been tested and certified by independent testing institutes according to US ANSI/HPS N43.17-2009 GENERAL USE and/or LIMITED USE standards. Abroad, the respective radiation protection laws of the end-user country apply. Compliance with these laws is the responsibility of the end user.

### (3) Use of uniSCAN automotive X-ray inspection systems

#### Restricted operation in Germany with special permit

Due to the increased radiation dose, uniSCAN vehicle X-ray systems in Germany are only used for unmanned vehicles (without driver, vehicle occupants, passengers, operators, animals, etc.) and require the approval of the respective supervisory authority. In addition, the legal regulations for the use of X-ray inspection systems in Germany according to RöV apply. Due to their design, uniSCAN vehicle X-ray inspection systems are neither basic, high protection nor full protection devices, as the radiation source is directed but not fully protected. It is the end user's responsibility to mark the correspondingly extended radiation protection, safety and control areas and to monitor compliance.

In the case of mobile vehicle X-ray inspection systems, the X-ray and radiation protection area that shifts during X-ray operation must be observed and adhered to without fail. All uniSCAN mobile X-ray inspection systems are tested and certified by independent testing institutes according to US ANSI/HPS N43.17-2009 GENERAL USE and/or LIMITED USE standard. Abroad, the respective radiation protection laws of the end-user country apply. Compliance with these laws is the responsibility of the end user.

## **§ 10 Liability for damages due to fault**

(1) The Seller's liability for damages, regardless of the legal grounds, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, is limited in accordance with the provisions of this § 10, insofar as fault is involved in each case.

(2) The Seller shall not be liable in the event of simple negligence on the part of his organs, legal representatives, employees or other vicarious agents, provided that it is not a matter of a breach of essential contractual obligations. Essential contractual obligations are the obligation to deliver and install the delivery item in due time, its freedom from defects of title and such material defects that impair its functionality or usability more than only insignificantly, as well as consulting, protection and care obligations that are intended to enable the Customer to use the delivery item in accordance with the contract or to protect life and limb of the Customer's personnel or to protect its property from substantial damage.

(3) Insofar as the Seller is liable for damages on the merits pursuant to § 10 (2), this liability shall be limited to damages which the Seller foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which he should have foreseen if he had exercised due diligence. Indirect damages and consequential damages resulting from defects of the delivery item are furthermore only eligible for compensation if such damages are typically to be expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, the Seller's obligation to pay compensation for property damage and any other resulting financial losses is limited to an amount of EUR 5,000,000.00 per claim (corresponding to the current cover sum of his product liability insurance or liability insurance), even if it is a violation of essential contractual obligations.

(5) The above exclusions and limitations of liability shall apply to the same extent in favour of the Seller's organs, legal representatives, employees and other vicarious agents.

(6) Insofar as the Seller provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by him, this shall be done free of charge and to the exclusion of any liability.

(7) The restrictions of this § 10 do not apply to the liability of the seller due to intentional behaviour, for guaranteed characteristics, due to injury to life, body or health or according to the product liability law.

## **§ 11 Retention of title**

(1) The objects of the deliveries (reserved goods) shall remain the property of the seller until all claims of the seller against the customer arising from the business relationship have been fulfilled in full (extended reservation of title). If the value of all security interests to which the Seller is entitled exceeds the amount of all secured claims by more than 20%, the Seller shall release a corresponding part of the security interests at the request of the Customer.

(2) As long as the retention of title exists, the customer is obliged to hold the goods subject to retention of title in trust and to keep them separate from his own property and that of third parties, to store them properly, to secure them, insure them and mark them as the property of the seller.

(3) The reserved goods may not be pledged to third parties or transferred by way of security before the secured claim has been fully satisfied. The Customer shall notify the Seller immediately in writing if and to the extent that third parties have or are about to have access to the reserved goods.

(4) The customer is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business under the condition that he receives payment from his customers or makes the reservation that the ownership is only transferred to his customer when he has fulfilled his payment obligation. In this case the following provisions shall apply in addition (extended reservation of title)

a. The retention of title extends to the full value of the products resulting from the processing, mixing or combination of the goods subject to retention of title, whereby the seller is considered the manufacturer. If, in the event of processing, mixing or combination with goods of third parties, their ownership remains, the seller shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the reserved goods.

b. The customer hereby assigns to the seller by way of security all claims against third parties arising from the resale of the goods or the product, in total or in the amount of the co-ownership share in accordance with the above paragraph. The seller accepts the assignment. The obligations of the customer mentioned in paragraph 3. shall also apply in consideration of the assigned claims.

c. The client remains entitled to collect the claims in addition to the seller. The seller undertakes not to collect the claim as long as the client meets his payment obligations to the seller, is not in default of payment, no application for the opening of insolvency proceedings has been made and there is no other deficiency in his ability to pay. If this is the case, however, the customer is obliged to inform the seller of the assigned claims and their debtors, to provide all information necessary for collection, to surrender the necessary documents and to disclose the assignment to the debtors.

(5) The seller shall have a lien on items which are the property or beneficial ownership of the customer and which come into the possession of the seller for maintenance or repair work. The lien serves to secure all claims of the seller and its affiliated companies against the customer.

## **§ 11 Data protection**

The protection of personal data is an important concern for the seller. Further information is contained in the "Privacy Policy" (<https://unival.cloud/index.php/s/F7RqcKCzHCXC8pL>).

## § 12 Final provisions

(1) If the customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all possible disputes arising from the business relationship between the seller and the customer shall, at the seller's option, be the Federal Republic of Germany or the customer's registered office. However, in these cases, the Federal Republic of Germany shall be the exclusive place of jurisdiction for legal actions against the Seller. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

(2) The relations between the seller and the customer are subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) Should a provision of these terms and conditions or a provision within the framework of other agreements be or become invalid or incomplete, the validity of all other provisions or agreements shall not be affected.

For any further information or question, please contact [sales@unival-group.com](mailto:sales@unival-group.com) or +49 228 926858-0.

**unival group GmbH**