

## General Terms and Conditions of EPAK GmbH, Spinnereistr. 7, 04179 Leipzig, Germany

### § 1 Validity

1. The general terms and conditions are integral part for all business relationships of EPAK GmbH (EPAK) with customers. Deviating, conflicting or additional terms and conditions of the customer are not part of the contract even if known by EPAK, unless their validity is expressly agreed in writing.
2. Customers within the meaning of the general terms and conditions are both, consumer and entrepreneur. Consumers within the meaning of the general terms and conditions are natural persons without a commercial or independent professional activity, with whom we enter into a business relationship. Entrepreneurs within the meaning of the general terms and conditions are natural or legal persons or partnerships with legal personality, acting in the exercise of a trade, business or profession, with whom we enter into a business relationship.
3. Goods within the meaning of the general terms and conditions are all products of our portfolio, including each single component of our systems. These terms shall also apply mutatis mutandis to the provision of satellite capacity (airtime).

### § 2 Contract Conclusion

1. Our offers are not binding and do not include legal VAT. Technical changes in shape, colour and weight, technical data and functioning are reserved within reasonable. In this respect there is no assurance, if it is not expressly agreed separately in writing. If the buyer is entrepreneur the nature of the goods generally applies only to the manufacturer's product description.

Official statements, promotion or advertising of the manufacturer does not constitute a contractual specification of the goods.

As agreed is the product description according to the offer respectively to the product manual.

2. With ordering the goods (via email or in a different way), the customer declares binding to purchase the goods. We are entitled to confirm the contract offer included in the order within 2 weeks. The confirmation can be declared in written notice, by telephone or by sending the goods.
3. If customer orders electronically, we will generally confirm the receipt of the order immediately. This receipt confirmation is no binding acceptance of the order. This receipt confirmation can be combined with the acceptance of contract.
4. Continuing obligations (e.g. airtime services, etc.) with customers are under a suspensive condition of correct and punctual delivery by our suppliers as well as under a resolutive condition of continuous proper delivery by our suppliers (in case of resolution of the contract, the already provided services/goods remain valid). This only applies to the case that the nondelivery is not our fault, especially for conclusion of a congruent covering transaction with our suppliers. The customer will be immediately informed of the non-availability of the goods. The reward will be refunded immediately. Other compensation against EPAK can not be claimed in this case.
5. In case of electronic orders by customer, we will send him on demand an electronic copy of the general terms and conditions via email, which are permanently stored and available on our homepage.

### § 3 Retention of Title

1. For contracts with customers we reserve the property of the goods until full payment of purchase price.
2. The customer is obliged to handle the goods with care. If maintenance and inspection work is needed, the customer has to perform at its own costs.
3. The customer is obliged to notify us immediately in case of third parties claim any rights regarding the goods, in case of a pledge as well as any damages or destruction of the goods. Customer has to inform us immediately in case of change of possess as well as a change of address.
4. In case of non-conforming behaviour of the customer, especially in payment delay or breach of duty according to § 3 section 2 and 3, we have the right to cancel the contract and reclaim the goods. Any compensation payment of the customer remains unaffected.
5. The customer confirms to hand over the goods without any objection if the violation of contract is based to section § 3 section 4.
6. The entrepreneur is allowed to resell the goods through the proper channels. He already transfer all claims in the

amount of the invoice to us which are caused by the resale to third parties. We accept the transfer of claims. After the transfer the entrepreneur is allowed to collect the claims. We reserve the right to collect the claims by ourselves as long and as soon as the entrepreneur does not fulfill the duty of payment completely and is in delay of payment.

7. The processing of the goods by the entrepreneur always takes place in our name and mission. If there is a processing with goods which do not belong to us, we acquire a co-ownership of the new good in the relation to the value of the goods delivered by us compared to the other components. The same applies to the case that the goods are mixed with other items which do not belong to us.

#### **§ 4 Remuneration**

1. Prices are quoted net and ex works Leipzig, excluding freight, customs, subsidiary import charges and packaging, plus the legally provided value added tax. If VAT is necessary it is reported separately and as gross purchase price reported.

2. Unless it is not explicitly agreed, the goods will be delivered only against prepayment. The payment is due immediately with the receipt of invoice (via email is sufficient). The customer will automatically be in default 10 days after receipt of invoice, without the need for a further reminder.

3. In a transaction with a consumer the interest for default payment is five percent above the valid base rate and in a transaction with a entrepreneur eight percent above the valid base rate. We reserve the right to prove and ask for a higher compensation payment because of the damage caused by the delay.

4. The customer only has the right to set off against his debt, if his counter-claims have been legally confirmed or have confirmed by us. The customer only has the right to retain, if his counter-claims are based on the same contract.

#### **§ 5 Transfer of Risk**

1. If the purchaser is entrepreneur, the risk of accidental perishing or accidental deterioration of the goods passes to the purchaser with handover of the goods. For dispatched sale the risks passes with handover of the goods to the shipping agency, carrier or the person or institute which is responsible for the execution of the shipment. The transfer of risk is hereby defined as "Exworks Leipzig", according to Incoterms, version 2010.

2. If the purchaser is consumer, the risk of accidental perishing or accidental deterioration of the goods passes to the purchaser with handover of the goods to purchaser, even if it is a dispatched sale.

3. The meaning of handover for passing of risk is equivalent to the default of acceptance of the purchaser.

#### **§ 6 Warranty Coverage**

1. Antennas are warrantied against defects in parts and workmanship with a 2 year parts and 1 year labour warranty, for all products. Travel, shipping or other incurred expenses are not covered by this warranty and will always be charged.

This warranty shall be void for any equipment which has been subjected to:

- a. Improper setup or installation of the equipment.
- b. Accident, neglect, tampering or misuse.
- c. Improper use outside of the product specification.
- d. Damage caused by external influences outside specification of EPAK equipment.
- e. Modification, adjustment, repair or service by any party other than EPAK or an EPAK certified dealer.
- f. Damage caused by Force Majeure, electrical overload, or short circuit.
- g. Use of software or products not provided by EPAK or approved by EPAK for use with the equipment.
- h. Typical wear and tear, damage due to improper customer behaviour in the sense of improper transportation, storage or similar is not covered under deficiencies liability.

If the buyer is entrepreneur, we provide for defects of the goods at our discretion either repair of the goods or replacement delivery. If the buyer is consumer he has the choice whether the subsequent performance should be done by repair of the goods or replacement delivery. However we are entitled to refuse chosen supplementary performance if it is only possible with inappropriate costs and the other kind of supplementary performance means no significant disadvantages for the customer.

2. Entrepreneurs are obliged to examine the goods immediately after delivery and to inform us about deficiencies

immediately. Otherwise the goods are considered as free of deficiencies and the deficiencies liability is out of the question. To meet the deadline, timely dispatch of the goods is sufficient. The entrepreneur shall bear the full burden of proof for any demanding requirement, especially for the defect itself, for the time of discovery of the defect and the timeliness of the complaint.

### 3. Warranty Period

The warranty commences upon first handover of the goods by EPAK, no matter if it was to the customer, dealer or shipping agency. In case of initial shipment to a certified dealer warranty can commence from date of installation, if installation occurs within 6 months from the date of first handover of the goods. To qualify for this later commencement of warranty (maximum 6 months), a completed EPAK Warranty Registration Form must be received by EPAK within 7 months from the first handover of the goods by EPAK. The Warranty Registration Form must be signed by the EPAK certified dealer on the date of installation and be accompanied by an installation report stamped and signed by the vessel.

### 4. Limited Third Party Part Warranties

- a. All third party products supplied but not manufactured by EPAK are excluded from the EPAK 2 year parts, 1 year labour warranty.
- b. These products will be covered under the original equipment manufacturers warranty conditions.
- c. EPAK accepts no liability for products provided by a third party.

### 5. Execution of warranty

EPAK is not responsible for costs incurred in removing and returning the unit. For any potential warranty or support request, EPAK needs to be provided with the following information:

- a. System type
- b. Installation date
- c. S/N of the system
- d. Vessel name
- e. Fault description (Including photo's, screenshots, debug files and/or LOG files etc.)

6. EPAK shall first attempt to assist the customer to resolve the problem via telephone or email. If remote assistance is unable to resolve the fault and get the system into an operable state, the system or product should be returned to the EPAK facility, ensuring the Service case number is clearly marked on the packaging. The customer/ dealer will be notified if the repair is not covered under warranty terms and all costs shall be chargeable to the customer.

## § 7 Obligations of Delivery

Delivery periods start upon reception of all documents required for execution of the order, of the down payment and the timely placing at disposal of materials as far as this was agreed upon. The delivery period is considered as estimated delivery date, unless it is not expressly agreed as guaranteed delivery time in writing.

## § 8 Limitations of Liability

Liability for our representatives and agents because of slightly negligent breaches is excluded. Claims for compensation of damages are excluded insofar as there is no gross negligence (§ 309 No.7b BGB). The foregoing limitations of liability do not apply to attributable physical and health damages or for the loss of life of the customer (§ 309 No.7a BGB) as well as the customers claims of product liability (in legal sense). The entrepreneurs recourse claims for damages are excluded in accordance with § 478 paragraph 4 clause 2 BGB. Beyond that liability is excluded whether as a result of breach of contract, breach of warranty, tort, liability (including negligence or strict liability), or otherwise shall EPAK be liable for any indirect contingent, special, consequential or incidental damages, however caused or arising (whether actual or anticipated) nor for losses or damages (whether actual or anticipated) caused by reason of unavailability of the equipment or the facility, shutdowns or service interruptions, loss of use, loss of profits or revenue, loss of savings, loss of reputation, inventory or use charges or of capital, any claims of the buyer's customer, the cost of substituted equipment, spare parts or services or replacement, removal or installation service work not arising from the warranty provided herein. Damage to any vessel or other property, damage to any equipment or property other than the equipment, components and parts delivered hereunder, costs for any additional tests, sea trials. Furthermore EPAK is not liable for damage or consequential damages, arising from incorrect or consequential damages due to incorrect use of the product or incorrect performance of third parties. EPAK has no liability resulting from delay, cancellation or amendment of this sale resulting from export controls, sanctions or other applicable restrictive measures.

## § 9 Duties, Taxes, Fees and Compliance with Laws

The Buyer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by the Buyer. Supply out of the European Union (EU) is exempted from Value Added Tax (VAT) on the condition that the Parts are exported out of the EU within one hundred fifty (150) days from the supply. In accordance with the EU Customs and VAT laws, the Buyer must provide the Supplier with valid proof of exportation. If the Buyer does not provide the Supplier with such proof within one hundred fifty(150) days, the Supplier has the right to charge VAT according to national laws which shall be immediately remitted by the Buyer.

## § 10 Miscellaneous

1. The customer has to take care for correct use and movement of the products. The provisions of foreign trade have to be observed.
2. Unless not indicated otherwise, the products of the EPAK are exclusively subject to the Copyright of EPAK. Especially technical solutions and technical procedures are subject to the intellectual property of EPAK. Offers, correspondence and other documents are also subject to the Copyright of EPAK.
3. All representational and intangible services and solutions which are subjected to the Copyright of EPAK may neither be copied, reproduced, transmitted nor published, unless there is a written consent of the executive management of EPAK.
4. For the operation of the tracking system a software is required (operating system). The software is stored in the system. With the purchase of the system the customer does not acquire an ownership or right to use the software, except for the operation within the system. It is expressly prohibited to the customer, respectively owner or possessor to readout or try to copy, send or decompose, operate or try to re-engineer the software or parts of it, as well as gain access to third parties to the software, or that mentioned actions are done by third parties initiated by customer. The software and the used principles or corporate secrets are subject to EPAK ownership and are fully or partially applied for a patent. The customer respectively the owner or possessor gets for the duration of the operation of the system a permission to use the software within the specified functions of the system. Violations will be prosecuted by criminal and civil jurisdiction.

## § 11 Consumer arbitration, information pursuant to § 36 VSBG

The company EPAK GmbH is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration board.

## § 12 Final provisions

1. Place of performance is the place of business of EPAK (Leipzig/ Germany).
2. The applicability of the law of the federal republic of Germany is agreed. The provisions of the CISG do not apply, unless it is not expressly agreed in writing.
3. If the customer is businessman, legal person of public sector or public-sector fund, the exclusive court of jurisdiction for all disputes arising from this contract is Leipzig, Germany. The same applies if the customer has no general jurisdiction in Germany or the domicile or habitual residence is not known at the time of filing a law suit. If customer is a consumer mandatory regulations according to local law of the country the consumer has his habitual residence in, will apply and prevail in case these are binding and can not be waived. At its sole discretion EPAK is also entitled to claim against the customer at the customer's place.
4. If any provision of the contract with the customer, including these general terms and conditions is or becomes in total or partially invalid, the validity of the other provisions is not affected. The totally or partly invalid regulation has to be replaced by a regulation whose economical success comes as close as possible to the content of the invalid.
5. In the event of disputes arising from or in relation to this general terms and conditions, in particular regarding its interpretation, the German version will prevail.

Leipzig, 27.05.2020