



# LUNADIS General Terms and Conditions

## Part A GENERAL PROVISIONS

### 1. Applicability of These General Terms and Conditions (LUNADIS GTC)

a.) **General Applicability:** These General Terms and Conditions ("LUNADIS GTC") shall apply in their respectively valid form to the entire contractual relationship between the LUNADIS GmbH + Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany ("LUNADIS"), and LUNADIS' customer ("customer"). After the contractual relationship ends, these LUNADIS GTC shall continue to apply until the complete settlement of the business relationship. Contrary or differing terms and conditions of the customer shall not be binding, even if LUNADIS executes the contract without expressly rejecting them. This version shall replace any previous versions of these General Terms and Conditions.

b.) **Applicability of Special Terms and Conditions:** Special terms and conditions or special services or deliveries of LUNADIS shall take precedence over these LUNADIS GTC, even if they contain regulations that are contrary to or differ from these LUNADIS GTC. Special terms and conditions may be concluded between LUNADIS and the customer or implemented or changed by LUNADIS in accordance with the regulations regarding changes to these LUNADIS GTC (Letter c). Such special terms and conditions shall apply in their respectively current form to the business relationship with the customer, at the latest, upon the utilization of the services or deliveries and shall become part of the respective contract, at the latest, thereby.

c.) **Changes:** LUNADIS may make changes to these LUNADIS GTC with future effect. LUNADIS shall notify the customer of any changes two months prior to the suggested date for coming into effect. LUNADIS shall notify the customer in writing without having to state the entire terms and conditions that will be changed; electronic notification that changes will be made shall also suffice. The respectively valid LUNADIS GTC are freely available on the Internet page [www.lunadis.com](http://www.lunadis.com). Should it not be possible to access the LUNADIS GTC, LUNADIS shall send the LUNADIS GTC to the customer free of charge on first request (e.g., by email) or in paper form (e.g., by mail). Approval by the customer shall be deemed to have been granted if the customer does not submit his rejection to LUNADIS in writing prior to the suggested date for coming into effect. In its change notices, LUNADIS shall note the right of the customer to terminate any contracts with LUNADIS without notice prior to the suggested date for the coming into effect of the changes.

### 2. Contract Purpose, Establishment and Transaction Limit

a.) LUNADIS allows its customers to utilize services and deliveries from its contractually affiliated service partners and service centers ("service partners") for which LUNADIS shall either allow the customer to settle services performed by the service partner through cashless transactions or shall provide these

services or deliveries for the customer after purchasing them from the service partners. LUNADIS shall also offer additional services to its customers.

b.) The business relationship between LUNADIS and the customer shall either be established on the basis of a written contract between the customer and LUNADIS or a request by an applicant who shall thereby acknowledge and recognize these LUNADIS GTC and through according written confirmation by LUNADIS though, at the latest, upon the utilization of the services offered by LUNADIS.

c.) LUNADIS shall grant a transaction limit ("TL") to the customer and state a payment deadline in its written confirmation/contract. The customer may only use the legitimation objects ("LEOs") in Section 3 within the transaction limit granted by LUNADIS and as permitted by his own credit and liquidity situation. The TL is the EUR amount permitted by LUNADIS for the sum of all deliveries and services that the customer may utilize through the LEOs minus any outstanding debts of LUNADIS owed by the customer. Any unpaid invoiced and transactions that are due or not yet due shall be deemed to constitute outstanding debts.

The customer must stay up to date about the current state of his TL by contacting LUNADIS' customer services. LUNADIS may monitor adherence to the transaction limit and may block further use of individual or of all LEOs with immediate effect and without notice.

Even if the granted transaction limit is exceeded by using LEOs, LUNADIS may demand payment for its deliveries, services or other work necessitated by the non-permitted utilization of the LEOs.

d.) LUNADIS may unilaterally raise or lower the transaction limit at its discretion in accordance with Section 315 of the German Civil Code [Bürgerliches Gesetzbuch, BGB] and shall notify the customer accordingly in advance. For this, LUNADIS shall also appropriately consider the legitimate interests of the customer in addition to his creditworthiness and payment history. The customer may also conclude an agreement with LUNADIS to extend the transaction limit. Such extensions shall require a written agreement.

e.) LUNADIS may delegate the determination of the transaction limit (Letters c and d) for the contractual relationship between the customer and LUNADIS to the DKV EURO SERVICE GmbH + Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany, ("DKV") (Section 317 of the German Civil Code). This shall allow DKV to directly determine the customer's transaction limit for the contractual relationship between the customer and LUNADIS. For this, DKV may set a transaction limit that applies to the customer's contractual relationship with both DKV and with LUNADIS (total transaction limit).

If a total transaction limit is set, it shall constitute the TL for the contract.

f.) Only customers of DKV may become customers of LUNADIS.

### 3. LUNADIS Customer Legitimation Towards Service Partners (LEO)

To fulfill the contract purpose, LUNADIS shall provide personalized procedures or instruments to the customer itself or jointly through affiliated partners for legitimation towards its service partners. The procedures and instruments stated hereafter in Letter a shall also be jointly referred to as legitimation objects ("LEOs") in this contract.

a.) To legitimize themselves towards service partners, the following LEOs shall be made available to the customer:

- Cards and/or applications for electronic use (apps) provided to the customer directly by LUNADIS or through its cooperation or service partners,
- Telephonic approval procedure through LUNADIS' emergency call center,
- Online approval procedure through an Internet platform provided by LUNADIS to its service partners and used by the service partner when requesting approval for a transaction.

b.) LUNADIS may perform legal transactions and actual actions (e.g., changes to customer or vehicle data) through its service partners on behalf of the customer for the registration or management of LEOs if such legal transactions and actions are in accordance with the actual wishes and presumed interests of the customer. The customer shall therefore agree to have the data he provides transmitted to the service partner.

### 4. Third-Party Usage Authorization

Use of the LEOs by persons other than the customer or his vicarious agents shall require the prior written permission of LUNADIS or an according written agreement.

In such cases, LUNADIS may demand at any time that the customer submit the names and signature samples of the third parties to whom the customer provided the LEO for use. Should the customer fail to comply with this request, LUNADIS may deny its permission for further use of the respective LEO with immediate effect.

### 5. Legitimation, Order and Voucher Reviews

a.) **Legitimation Review:** Service partners may, but shall not be required to review LEO usage authorization. For this, they may have official IDs, vehicle permits or vehicle rental contracts

submitted to them and may refuse services or deliveries in case of doubts about authorization.

b.) **Debit Voucher and Voucher Review:** If the service center issues a debit voucher/delivery note, it must be signed by the LEO user if technically possible. Before signing, the LEO user must check the accuracy of the debit voucher/delivery note, especially regarding the type, quantity and/or price of the utilized services and deliveries. Signature reviews will not be performed by the service partner and shall not constitute the object of the contract.

c.) **Paperless Use:** If no debit voucher/delivery note is issued at an automated service center for technical reasons, the LEO shall be used in accordance with the specified use of the terminal or other intended technical facilities. Insofar as intended, the customer or his vicarious agents shall prove their authorization by entering a personal ID number (PIN code) provided beforehand by LUNADIS. If the PIN code is entered incorrectly three times, the LEO shall be deactivated for security reasons. In such cases, the customer must contact LUNADIS without delay. When ordering goods or utilizing services directly through LUNADIS, the customer must prove his authorization by stating his customer name and customer number.

### 6. LEO Ownership, Replacements and Returns and Missing Cards

a.) **LEO Ownership:** Unless agreed to otherwise, the LEO shall remain the property of LUNADIS or of the third party who owned the LEO when it was provided to the customer.

b.) **LEO Replacements:** The customer must report any damage to or functional errors of the LEO to LUNADIS without delay. LUNADIS shall then provide a replacement LEO to the customer. The customer must contact the service partner for any external devices. In case of damage to or functional errors of the LEO for which the customer is responsible, LUNADIS may make the replacement conditional on the customer assuming the replacement costs. Any claims of LUNADIS against the customer due to such damage or functional errors shall remain unaffected.

c.) **LEO Returns:** LEOs must be returned to LUNADIS without solicitation after the agreed period for providing the LEO expires or when LUNADIS forbids further use of the LEO, the LEO is cancelled, the business relationship ends or if the LEO becomes invalid or is damaged.

d.) **Missing Cards:** If the LEO is a card that was reported as having been unintentionally lost or discontinued, the card may no longer be used if it is found and must be returned to LUNADIS (Letter c), but may be reactivated by LUNADIS on the customer's request.

### 7. Due Diligence Obligations, Customer Liability and Liability Release

a.) **Storage and Use:** The customer and his vicarious agents must store LEOs diligently to prevent them from getting lost and/or being misused. Physical LEOs may especially not be stored in unsupervised vehicles. The customer must ensure that his vicarious agents adhere to these requirements.

b.) **PIN Codes:** If a personal ID number (PIN code) is issued to the customer, it must be treated confidentially and may only be provided to authorized users. The PIN code may especially not be left on the LEO or stored unlocked or together with the LEO. The customer must ensure that the party to whom he provides the LEO takes any required and reasonable measures to prevent the PIN code and/or magnetic stripe data from being stolen when using the LEO.

c.) **Reporting Obligations in Case of Loss of a LEO:** The customer and/or his vicarious agents must report any theft or loss of a provided LEO or misuse or other unauthorized use of a LEO or PIN code they discover or any suspicions that other persons may have obtained the LEO or PIN code without authorization to LUNADIS without delay (blocking notification). Block notifications may be submitted by telephone, email, fax or in writing to the contact details for blocking notifications provided to the customer when establishing the business relationship. The respective current contact details for blocking notification submission may also be found on the website of LUNADIS ([www.lunadis.com](http://www.lunadis.com)). The customer must notify LUNADIS without delay after discovering any unauthorized or incorrect use of a LEO. The customer must report any theft or misuse to the police without delay. The customer must submit a copy of the report to LUNADIS.

d.) **Liability for Unauthorized Payment Transactions:** The legal liability of LUNADIS under Section 675u of the German Civil Code (*especially the reimbursement obligations of LUNADIS for unauthorized payment transactions*) shall be waived for the parts of payment transactions performed outside of the European Economic Area if

aa) Payments are made in the currency of a state outside of the European Economic Area and both LUNADIS as the payment service provider of the payer and the payment service provider of the payment recipient are based in the European Economic Area or

bb) In case several payment service provider participate in a payment transaction, at least one of these payment service providers is based in and one is based outside of the European Economic Area.

e.) **Due Diligence Obligation Violations by the Customer:** The customer shall especially be deemed to not have taken all reasonable measures to prevent non-contractual use and misuse of a LEO if the non-contractual use or misuse of the LEO is made possible or easier because

(1) The LEO was not stored properly (Section 7 Letter a)

(2) The LEO was not returned to LUNADIS completely (Section 6 Letter c),

(3) The PIN code was left on the LEO or otherwise attached to or stored with a physical LEO (Section 7 Letter b),

(4) Theft or loss reports were not forwarded to LUNADIS without delay upon their discovery (Section 7 Letter c),

(5) The LEO was provided to third parties or subcontractors without authorization (Section 4) or

(6) No new PIN code was requested after the third party's usage authorization for the LEO expired.

The customer shall be responsible for violations of due diligence obligations by persons to whom he provided the LEO.

f.) **Customer Liability for Compensation:** The customer shall be liable to LUNADIS for compensation in case of non-contractual use or misuse of a LEO if he violated his obligations under these LUNADIS GTC with intent or gross negligence. If LUNADIS contributed to the damage by violating its obligations, LUNADIS shall be liable for the resulting damage to the extent of its contribution if the customer merely acted negligently.

g.) **Release:** LUNADIS shall release the customer from liability for use of a LEO after receipt of a theft or loss report if the customer takes the reasonable measures under Section 7 a – c.

## 8. Conclusion of Individual Delivery and Service Contracts

a.) **Benefit Entitlement:** The customer shall be entitled to acquire or utilize certain goods and services cashlessly by using the LEOs in accordance with the contractual terms and conditions of LUNADIS' service partners (goods and services shall hereafter be collectively referred to as "deliveries and services").

b.) **Freedom of Supply of LUNADIS and of its Service Partners:** Irrespective of the granted transaction limit, neither LUNADIS nor its respective service partners shall be required by the customer to perform deliveries or services or to conclude delivery or service contracts. Such requirements shall only be created through the conclusion of a contract for the respective contractual delivery/service. LUNADIS shall especially assume no liability for the ability of its service partners to provide deliveries and services—neither for direct deliveries, third-party deliveries or commissions.

### c.) Contract Contents:

– **Direct Deliveries** – Deliveries and services to the customer shall be performed by LUNADIS in its own name and for its own account ("direct delivery") if LUNADIS offers the service to the customer as its own service. LUNADIS shall procure from its service partners the goods or services that LUNADIS sells to or performs for the customer through direct deliveries. Should this require the conclusion of a contract, e.g., for an individual order under a framework agreement between LUNADIS and the service partner, LUNADIS shall be represented by the customer for the conclusion of the contract with the service partner. Likewise, LUNADIS shall sell the goods to or perform the services for the

customer in its own name and for its own account for direct deliveries that LUNADIS procures from its service partners. Should this require the conclusion of a contract with the customer, LUNADIS shall be represented by the customer for the conclusion of the contract with the service partner. The service partner may not conclude extensions to the legal service scope or regulations that differ from these LUNADIS GTC with effect for and for the account of LUNADIS and/or may not provide guarantees on behalf of LUNADIS.

**– Third-Party Deliveries and Commissions –** In all other cases, LUNADIS shall transmit the service offers of its service partners so that the deliveries and services will be performed either directly by the service partner for the customer with LUNADIS, for a fee, acquiring the resulting claims against the customer from the service partner who accepted the LEO ("third-party delivery") or by LUNADIS in its own name, but for the account of the service partner based on the respective contracts with the service partner ("commission").

In case of third-party deliveries, the customer shall already hereby agree to the assignment of the claims of the respective service partner against the customer to LUNADIS. In case of third-party deliveries, the customer may refund any claims consisting of the respective amount claimed plus the prices and service fees stated in Section 9 of these LUNADIS GTC to LUNADIS. In case of third-party deliveries, LUNADIS shall assume no obligations for the performance of deliveries or services to the customer.

In case of commissioning, the deliveries and/or services of LUNADIS shall be performed for the customer and the customer must provide according settlements to LUNADIS in accordance with these LUNADIS GTC.

## 9. Prices, Service Fees, Other Costs and Expenditures

a.) **Delivery and Service Prices:** LUNADIS shall charge the apparent and customary local prices for deliveries and services.

b.) **Service and Card Fees:** For deliveries and/or services utilized by the customer domestically and abroad, LUNADIS shall charge additional service fees in form of percentage surcharges or fixed amounts and/or special card fees based on the customer's request or the service fee list ("service fee list") valid and concluded with the customer at the time of the utilization of the delivery or service. The customer may request the service fee list in the form valid for the business relationship from LUNADIS free of charge at any time. LUNADIS may make changes to the service and card fees at any time at its discretion (Section 315 of the German Civil Code) or reinstate or reintroduce fees for previously non-fee-based deliveries or services and/or additional work performed as commissioned by or presumed to be in the interest of the customer. LUNADIS shall notify the customer of this in writing without having to submit the entire changed service fee list; electronic notification that changes will be made shall also suffice.

c.) **Other Costs:** LUNADIS may demand reimbursement from the customer for banking and other fees LUNADIS incurs for foreign transfers, depositing checks or chargeback fees for the customer or for any taxes, duties or any other charges for deliveries and services ("other costs") invoiced to LUNADIS, even if they are not listed as fees in the respective service fee list.

d.) **Other Expenditures:** If and insofar as special customer requests require internal or external expenditures ("other expenditures") from LUNADIS, LUNADIS shall charge and separately confirm a flat expenditure fee to the customer.

## 10. Invoicing and Maturity, Invoice Reviews and Amount Determination, Objections, Direct Debiting, Debt Collection

a.) **Invoicing:** Irrespective of the currency in which the delivery note/debit voucher is issued or the delivery or service is offered or utilized, LUNADIS shall invoice the resulting debts in the national currency of the customer (currency at the customer's domicile), unless another currency was agreed for the settlement of LUNADIS' invoice. If the customer's national currency agreed for the settlement of the invoice or the transaction currency (currency at the place of delivery and/or service) is not Euros, the conversion shall be performed in accordance with the EUR reference rate published by the European Central Bank and valid for the respective date ([www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.htm](http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.htm)). If no EUR reference rate is available for a certain transaction date, the conversion shall be performed using the last available exchange rate prior to the transaction date. If a conversion is performed from or to currencies other than Euro, LUNADIS may charge an appropriate markup to balance exchange rate fluctuation risks between the transaction date and the maturity date of the invoice.

b.) **Invoice Reviews:** The customer must review the accuracy of LUNADIS' invoices without delay and report any objections to LUNADIS in writing without delay, at the latest, within 2 months of the invoice date. After expiration of the 2-month period after the invoice date, objections shall be excluded and the invoice shall be deemed to have been approved, unless an invoice review was not possible for reasons for which the customer is not responsible.

c.) **Invoice Objections:** If the customer wants to assert that a delivery and/or service invoiced to him was not performed or not performed for an authorized user and/or that a debit voucher/delivery note was not issued or issued with the participation of persons other than the customer or his vicarious agents in violation of the intended usage, the customer must report this to LUNADIS and state any data in the invoice for which objections have been raised, especially the amount, item and complete reasons for the objections, in writing or by fax without delay, at the latest, within 2 months of the invoice date and must submit possible proof without delay.

d.) **Objection Reviews:** LUNADIS shall review its payment obligations with the diligence of a prudent businessperson on the basis of the information provided by the customer and the respective service partners. Temporarily non-asserted claims

must be settled once it is determined that the customer shall not be entitled to credit claims. Should the objection prove to be unjustified, the customer must have any temporarily non-asserted claims bear interest at the maturity interest rate in Section 11b Sentence 1 as of the original maturity date. The assertion of greater default interest rates in accordance with Section 11b Sentence 2 in case of default shall remain unaffected.

e.) **Direct Debiting:** If the customer's domicile is in a state within the European Union whose national currency is Euros, the customer must, on request by LUNADIS, agree to so-called SEPA (Single Euro Payments Area, SEPA) Direct Debits and instruct his Bank to collect debts from the customer's account through according direct debiting when they become due. The customer shall receive prior notice about the execution of the respective debt collection at least one bank day before the due date of the SEPA direct debiting. The customer shall hereby agree to the stated shortening of the prior notification period of 14 calendar days before the due date to one bank day. If the customer's domicile is in a state within the European Union whose national currency is not Euros, the customer must, if possible, conclude according SEPA direct debiting, grant direct debiting authorization to LUNADIS on request and issue any required statements to his bank. The latter shall especially apply to customers whose domicile is in a state outside of the European Union.

f.) **Debt Collection:** LUNADIS may fully or partially assign its claims against the customer, especially if LUNADIS sells or delegates the collection of the debt to DKV. If the customer concluded direct debiting agreements with DKV, DKV shall also collect the debt assigned by LUNADIS to DKV through direct debiting.

#### **11. Maturity and Default Interest, Exceeding Payment Targets and Payment Determination, Offsetting and Retention.**

a.) **Maturity and Payment Dates:** The deliveries and/services invoiced by LUNADIS in regular and/or agreed intervals shall be due immediately without deductions (maturity). Should LUNADIS and the customer, contrary to this regulation, agree on a payment date in the sense of 286(2) Number 1 of the German Civil Code for the respective invoices, LUNADIS shall state this date separately on the invoice.

b.) **Interest:** If the customer is a merchant under commercial law, LUNADIS may charge interest of 5% p.a. as of the date of maturity. In case of default, LUNADIS may charge default interest of 9% p.a. above the respective base rate of the European Central Bank. The assertion of further damage claims or the right charge greater default interest shall remain unaffected.

c.) **Exceeding Payment Targets:** Should the customer default on (first) invoice payments, any reductions and payment dates of other invoices shall no longer apply, irrespective of whether these payments have already been received or will be received subsequently. Such outstanding invoices must be settled at their entire gross amount, irrespective of any later due dates stated on the invoice.

d.) **Payment Determination:** The right of the customer to determine which claims to settle through payments shall be waived in favor of the legal payment regulations under Section 366(2) of the German Civil Code.

e.) **Offsetting and Retention:** The customer may only offset claims of LUNADIS with counterclaims that are uncontested or have been legally established. The same shall apply to the assertion of rights of retention if no rights of retention are asserted due to the respective transaction (contract) included in the specific invoice of LUNADIS.

#### **12. Usage Prohibition and Blocking**

a.) **Usage Prohibition and Blocking:** LUNADIS may prohibit use of and block LEOs at any time through its service partners in case of

- Factual reasons regarding the security of the LEO,

- Suspicions of unauthorized or fraudulent use of the LEO,

- Significantly increased risk of the customer failing to meet his payment obligations which must especially be assumed if an important reason for termination under Section 13a(2)aa - ii is present.

b.) **General Usage Prohibition in Certain Cases:** The customer and his vicarious agents shall be generally, i.e., even without special notice by LUNADIS, prohibited from continuing to use a LEO if they can tell that they cannot settle LUNADIS' invoices by their due date or if the business relationship ended.

c.) **Notifying Service Partners:** LUNADIS may announce the blocking of a LEO and/or the ending of a business relationship to its service partners electronically, by submitting blocking lists or through other means.

d.) **Notifying Customers:** If a LEO is blocked, LUNADIS shall notify the customer about the blocking and state the reasons for the blocking without delay.

e.) **Unblocking:** LUNADIS shall unblock or replace the LEO if the reasons for the blocking are no longer present and shall notify the customer of this without delay.

#### **13. Business Relationship Termination; Notifying Service Partners**

a.) **Termination:** LUNADIS and the customer may terminate their business relationship at any time.

(1) **With a Notice Period:** Without stating reasons and with a notice period of 2 months by LUNADIS and with a notice period of 1 month by the customer. The right to usage prohibition and/or blocking (Section 12) of the LEO shall remain unaffected.

(2) **Without or With a Short Notice Period for a Compelling Reason:** If continuing the business relationship is no longer reasonable for one contract partner for reasons for which the other contract partner is responsible. This shall especially be the case for LUNADIS if

aa.) The customer exceeds his transaction limit without prior permission,

bb.) The customer provides incorrect information about his asset situation that was of significant importance to LUNADIS for deciding whether to establish a business relationship,

cc.) Direct debits are not honored or if other due invoices are not settled, except for reasons for which the customer is not responsible,

dd.) The agreed payment method (e.g., SEPA Direct Debit) is revoked unilaterally by the customer,

ee.) Insolvency proceedings are requested for the assets of the customer or if the customer is required to declare his assets on oath,

ff.) The customer's asset situation deteriorates or is projected to deteriorate more than insignificantly, especially if the information obtained about the customer worsens more than insignificantly, thereby threatening the settlement of the liabilities to LUNADIS,

gg.) A LEO is provided to a third party without authorization,

hh.) There are justified suspicions of a LEO being used in a non-contractual manner or

ii.) The contractual relationship with DKV is terminated.

b.) **Termination Form:** Terminations must be issued in written form (e.g., by email).

c.) **Notifying Service Partners:** LUNADIS may announce the blocking of a LEO and/or the ending of a business relationship to its service partners electronically, by submitting blocking lists or through other means.

d.) **Business Relationship with DKV:** Terminating or otherwise ending the contract shall also result in simultaneous termination of the contract with DKV.

#### 14. Rights of Retention for Deliveries and Services

a.) If LUNADIS is the owner, LUNADIS shall retain title to the respective delivery or service until all claims under the business relationship have been settled, including future claims from contracts concluded at the same time or subsequently and balance claims from current accounts with the customer ("goods subject to reservation of title").

b.) The customer may sell goods subject to reservation of title through the ordinary course of business. LUNADIS may revoke

the customer's disposal authorization through a written declaration if the customer defaults on the fulfillment of his obligations to LUNADIS, especially his payments, or if other circumstances become known that draw his creditworthiness into question.

#### 15. Defect Notification and Liability

a.) Defects regarding the quality and/or quantity of deliveries or services must be reported to LUNADIS in writing without delay, at the latest, within 24 hours of the assumption/acceptance of the delivery or service in case of noticeable defects and within 24 hours of discovery of non-obvious defects. Defect notification must be submitted to LUNADIS.

b.) In case of direct delivery and commissioning, LUNADIS shall select the appropriate form of rectification in consideration of proportionality; this shall also apply to purchase rights. Should rectification fail, although LUNADIS must be granted two rectification attempts, the customer may withdraw from the respective contract or reduce the purchase price or fee. For service contracts, the customer may rectify the defect himself in exchange for reimbursement for his resulting expenses.

c.) LUNADIS shall not be liable for defects of deliveries or services of its service partner in case of third-party deliveries. Defect notification shall not establish rights of retention and shall not affect invoice settlement obligations unless the respective defects are uncontested or have been legally established against LUNADIS by the time the invoice becomes due.

d.) If a defect is caused by fault of LUNADIS, LUNADIS shall only provide compensation or reimbursement for wasted expenses due to the defect under the respectively applicable legal regulations in accordance with the limits specified in Section 16 of these LUNADIS GTC.

#### 16. Liability Scope

a.) LUNADIS' liability for damage compensation, for whatever legal reason, especially due to impossibility, default, defective or incorrect deliveries, breaches of contract, violations of duty during contract negotiations or unlawful acts, shall—for any liability under or in relation to the contract—, if based on fault, be limited by this Section 16. The same shall apply to liability under or in relation to contracts on which direct deliveries or commissions are based. Liability under or in relation to contracts on which third-party deliveries are based shall be determined by the agreements concluded between the customer and the service partners.

b.) In case of material or asset damages caused by its bodies, legal representatives, employees or other vicarious agents, LUNADIS shall only be liable for violations of essential contractual obligations limited to the amount of foreseeable damages typical to the contract. Essential contractual obligations shall be defined as obligations on whose fulfillment contract execution depends and onto whose adherence the customer may rely, e.g., the obligation to provide deliveries on time in case of direct

deliveries and, if applicable, the providing of work without significant defects, including the LEO, and advisory, protection and care duties that allow contractual use of the object to the customer by direct delivery or offer protection of the life and limb of the customer's personnel or of the customer's property from significant damages.

c.) Indirect damages and subsequent damages due to defects of the direct delivery or commission object shall only be compensated if such damages are to be typically expected for the intended use of the direct delivery or commission object.

d.) The above-stated liability exclusions and limitations shall apply to the bodies, legal representatives, employees and vicarious agents of LUNADIS to the same extent.

e.) The limitations of this Section 16 shall not apply to LUNADIS's liability for (i) intentional or grossly negligent breaches of duty, (ii) quality or successful performance or the assumption of procurement risk if a guarantee is provided, (iii) default if a fixed delivery date is agreed, (iv) injuries to life, limb or health and (v) legally required liability, especially under the German Product Liability Act [Produkthaftungsgesetz, ProdHaftG].

f.) Reimbursement claims of the customer shall be limited to the amount of interest the customer has in the fulfillment of the respective contract.

g.) Unaffected by the regulations of this Section 16 shall be

- Legal regulations on the burden of proof and the
- Regulations in Section 7.

## 17. Limitation

a.) Defect claims for direct deliveries and commissions, including any damage compensation claims based thereon, and payment reduction and withdrawal rights shall expire within one year as of the delivery of the purchased object or acceptance of the service. Any other contractual claims of the customer due to breaches of duty by LUNADIS and any extra-contractual claims of the customer shall also expire within one year starting with the respective legally required commencement of limitation.

b.) Contrary to the above-stated regulations of Section 17a, the legal limitation period shall apply in case of (i) injuries to life, limb or health, (ii) intentional or grossly negligent breaches of duty, (iii) violations of essential contractual obligations, (iv) default if a fixed delivery date was agreed, (v) quality or successful performance or the assumption of procurement risk if a guarantee is provided and (vi) legally required liability, especially under the German Product Liability Act.

c.) Sections 196, 197 and 479 of the German Civil Code and regulations on the burden of proof shall remain unaffected by the above regulations of Section 17a and b.

## 18. Information; Disclosure Obligations of the Customer

a.) LUNADIS may obtain information from credit agencies and banks.

b.) The customer must report any changes to the owner (owner of his company), legal form and address or telecommunications details of the company or to his bank details or the leaving or joining of shareholders or managing directors and/or the discontinuation of business activities (and must provide future contact details of the owners and managing directors) to LUNADIS in writing without delay.

c.) If the LEO is a vehicle-based LEO under the usage authorization agreed between the customer and LUNADIS, the license number or vehicle changes must be reported to LUNADIS without delay.

d.) **Customer VAT ID Number Disclosure:** Customers whose domicile is in the EU must disclose the valid VAT ID number received from their state of residence and any other valid VAT ID numbers and/or valid VAT ID numbers of their tax representatives to LUNADIS without solicitation and any according changes without delay. If the customer whose domicile is in the EU does not yet have a VAT ID number, he must request one for his state of residence and must notify LUNADIS about his request and submit his final VAT ID number.

e.) **Entrepreneurial Status Disclosure of Customers Based in Third Countries:** Customers whose domicile is in a third country must provide proof of their entrepreneurial status with a certificate of their financial administration (so-called certificate of entrepreneurial status) or similar certification and must disclose their valid local tax number or equivalent valid VAT ID number.

## Part B FINAL PROVISIONS

### 19. Contract Transfers

LUNADIS may transfer the entire contract or individual rights and obligations thereof to its affiliates in the sense of Section 15 of the German Stock Corporation Act [Aktiengesetz, AktG] at any time without the customer's approval. This shall especially also apply in case of changes to LUNADIS' legal form (irrespective of the regulations of the German Transformation Act [Umwandlungsgesetz, UmwG]) or transfers of the entire business operation or of a business division. LUNADIS shall notify the customer about any contract transfers in time in writing.

## 20. Applicable Law Selection

a.) The law of the Federal Republic of Germany shall apply. The UN sales convention (CISG) and any other intergovernmental agreements, even if they are incorporated into German law, and international private law regulations shall be excluded.

b.) Prior to or during the initiation of legal action against the customer in his home country, LUNADIS may choose to have the foreign material law of the legally required or agreed place of jurisdiction of the customer apply through announcements in written form or in the application (subsequent selection of applicable law in favor of the local law of the customer). This subsequent selection of applicable law in favor of the local law of the customer shall not apply if the customer objects to this selection within one month of his being able to learn of this selection.

## 21. Payment Services in the Sense of Section 675c of the German Civil Code

Unless stated otherwise in these LUNADIS GTC, Section 675e(4) of the German Civil Code shall be waived.

## 22. Severability Clause

Should parts of these LUNADIS GTC prove to be or become invalid, the validity of the remaining regulations shall remain unaffected.

## 23. Place of Jurisdiction

The place of jurisdiction and international place of jurisdiction for any disputes under the business relationship—including after it is ended—shall be Düsseldorf, Germany. This place of jurisdiction shall be the exclusive place of jurisdiction for any lawsuits against LUNADIS; this place of jurisdiction may also be selected for lawsuits by LUNADIS against the customer in addition to other legally required or agreed places of jurisdiction.

## 24. Confidentiality Over Contractual Regulations

For the duration of his contractual relationship with LUNADIS, the customer must maintain strict confidentiality over his contract conditions, e.g., prices, service fees or transaction data ("confidential information"), except for information that is publicly known or must be disclosed by law or due to official or court orders. The customer may not provide confidential information to third parties or use confidential information for commercial purposes without LUNADIS' permission. LUNADIS shall reserve the right to assert damage claims in court for damages caused by violations of these confidentiality obligations by the customer.

## 25. Data Processing and Protection

LUNADIS shall only process data of the customer, especially data under the contractual relationship, under adherence to data protection regulations (e.g., the German Federal Data Protection Act [Bundesdatenschutzgesetz, BDSG] and/or the EU General Data Protection Regulation, especially Art. 6). Conditional upon permissibility under data protection law, this shall also include the processing and/or transmission of data to third parties (e.g., service partners) who serve LUNADIS in accordance with the applicable regulations and under according guarantees. Further information about data protection can be found at [www.lunadis.com](http://www.lunadis.com).

## 26. Applicability and Interpretation for Foreign Customers

These LUNADIS GTC written in German shall apply likewise to business relationships with foreign customers. Translations of these LUNADIS GTC provided to customers in English or in the language of the country of the customer shall merely help provide a better understanding. In case of dispute about the interpretation of these LUNADIS GTC, the German version shall take precedence.

Valid: 10 April 2018