

General Terms and Conditions of SIMStation Inc. (B2B)**1. Scope**

- 1.1. These General Terms and Conditions (the "GTC") apply to all deliveries, services, and offers of SIMStation Inc., a corporation with its principal business address located at 2155 Chenault Dr, Suite 503, Carrollton, TX 75006 ("SIMStation") to a client (the "Customer"), and the Customer hereby agrees that by placing an order with SIMStation, the Contract between them and SIMStation (the "Contract") and these GTC govern the legal relationship between them and SIMStation.
- 1.2. Subject to the agreement of a more recent version of these GTC, this version of the GTC shall also apply to all future deliveries, in particular the delivery of SIMStation systems (the "System"), services, and offers from SIMStation to the Customer, even if no express reference is made to these GTC in individual cases, in particular in the case of supplementary or follow-up orders.
- 1.3. The current version of these GTC, which is available at <https://simstation.com/imprint/>, applies to each offer made to the Customer. SIMStation reserves the right to update these GTC.
- 1.4. Contractual terms or general terms and conditions that conflict with or modify these GTC and that the Customer uses or wishes to use shall not become part of the Contract; this shall also apply if SIMStation (i) does not expressly object to the deviating general terms and conditions of the Customer and/or (ii) performs deliveries or services in the knowledge of deviating contractual or business terms and conditions of the Customer.
- 1.5. Changes to these General Terms and Conditions must be made in writing to be legally valid. "In writing" within the meaning of these GTC includes electronic form, including email and other electronic communications, and electronic signatures, in accordance with the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN) and applicable state law (including the Uniform Electronic Transactions Act, as adopted).

2. Non-binding Nature of Offers, Conclusion of Contract

- 2.1. Subject to express deviations in writing, offers made by SIMStation are non-binding. Verbal commitments, assurances, and guarantees require express confirmation from SIMStation in text form to be legally binding.

- 2.2. Information about our products and services provided in catalogs, price lists, brochures, advertisements at trade fair stands, circulars, advertising mailings, or other media (information material) is non-binding.

- 2.3. Cost estimates provided by SIMStation are non-binding, i.e., no guarantee is given for their accuracy.

3. Order of Precedence / Incorporation

- 3.1. If contradictions arise from the Contract, the components of the Contract shall apply in the following order:
 - 3.1.1. Plans, drawings, samples;
 - 3.1.2. the agreement by which the Contract was concluded (in particular the offer including the offer supplement and offer acceptance, order letter, order confirmation);
 - 3.1.3. these GTC;
 - 3.1.4. the description of the service or the service specifications with prices.

4. Pricing

- 4.1. Unless otherwise expressly stated, prices quoted are not to be understood as flat rates.
- 4.2. Services ordered by the Customer and provided by SIMStation that go beyond the original order will be invoiced separately to the Customer by SIMStation.
- 4.3. Prices are exclusive of all applicable federal, state, and local sales, use, excise, value-added, or similar taxes. Any such taxes shall be borne by the Customer, unless the Customer provides a valid tax exemption certificate. Customs duties and import/export charges are payable by the Customer. Delivery shall be made DAP (Delivered at Place) in accordance with ICC Incoterms® 2020, and shall be interpreted in accordance with such Incoterms® 2020 as in effect on the date of the Contract.
- 4.4. For the disposal of packaging material SIMStation is entitled to use the disposal facilities available on the Customer's premises. The Customer shall arrange for the proper and environmentally compliant disposal of waste material at their own expense in accordance with all applicable federal, state, and local environmental laws and regulations.
- 4.5. In the event of a delay in the provision of services by SIMStation for reasons beyond SIMStation's reasonable control, SIMStation is entitled to increase the agreed remuneration to the extent of the actual increase in (a) wage or labor costs due to laws, regulations, collective bargaining

agreements, and (b) other cost factors necessary for the provision of services, e.g., material costs. Any such adjustment shall be commercially reasonable and documented upon request.

5. Provided Goods

5.1. SIMStation accepts no responsibility for devices and other materials (e.g., monitors, network infrastructure) provided by the Customer ("Provided Items") and does not check them at any time, in particular their suitability and functionality. The maintenance and setting up of Provided Items is the sole responsibility of the Customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIMSTATION DISCLAIMS ALL LIABILITY ARISING FROM OR RELATED TO PROVIDED ITEMS, EXCEPT IN CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

6. Terms of Payment, Suspension & Acceleration

6.1. If the Customer is in material default of payment under contractual relationships with SIMStation, SIMStation is entitled to suspend services for the duration of the default of payment. Furthermore, in this case, SIMStation is entitled to immediately invoice and demand payment for all services rendered up to that point. SIMStation's rights are in addition to any other rights or remedies available under applicable law.

6.2. In the event of default in payment, SIMStation shall be entitled to the remedies available under applicable law, including the Uniform Commercial Code as adopted in the applicable state, and to charge interest on overdue amounts at the maximum rate permitted by applicable law, unless otherwise agreed in writing.

7. Customer's Obligation to Cooperate

7.1. The following points 7.2 and 7.3 apply only in relation to installed Systems.

7.2. The Customer is obliged to prepare the construction site (i.e., the location of the System installation) and the necessary infrastructure in a timely manner so that SIMStation can begin work immediately, and acknowledges that, in particular, insufficient access, lack of cleanliness, lack of contact persons, unfinished third-party work, faulty and/or defective cabling constitute delay caused by the Customer and may lead to delays. Cleanliness is defined as a condition that exists when the construction site is so clean and dust-free that technical equipment (e.g., monitors, microphones, or similar technology) can be used without risk of contamination or functional impairment.

7.3. The Customer is responsible for:

7.3.1. the timely obtaining of necessary information, official approvals, and third-party approvals, as well as the submission of necessary notifications;

7.3.2. the energy and water quantities required for the performance of services, including trial operation;

7.3.3. ensuring the necessary structural, technical, and legal requirements for the system, in particular the functionality and compatibility of technical equipment, e.g., supply lines, cabling, and networks.

7.3.4. the provision of information about the location of any concealed electricity, gas, and water lines or similar installations, escape routes, other structural obstacles, possible sources of danger, and necessary structural data before the start of installation work;

7.3.5. the design and functionality of items provided.

7.4. SIMStation is not obliged to check any documents, information, details or instructions provided by the Customer. SIMStation will only create a technical construction dossier and certify compliance with applicable laws and regulations.

8. Performance of Services for Installed Systems

8.1. SIMStation's obligation to provide services (1) shall not commence before receipt of the first installment payment and (2) shall only exist as long as SIMStation receives all technical details reasonably required for the implementation.

8.2. Minor adjustments to the services or service provision of SIMStation due to the respective local conditions at the installation site are permissible.

8.3. SIMStation reserves the right to deliver other components of equal or higher value and functionality than those offered or agreed upon in the event of delivery problems and model iteration. A model iteration refers to the replacement of a hardware component with a successor model if the original component type is no longer offered by the manufacturer.

8.4. If the Contract is amended after the order has been placed, the delivery/service period shall be extended by a reasonable period of time.

8.5. If, after conclusion of the Contract, the Customer wishes the service to be provided within a shorter period of time, this constitutes a contract amendment. In the event of approval by SIMStation, the Customer shall bear any additional costs incurred (overtime, logistics costs, material costs).

8.6. Partial deliveries and services by SIMStation that are objectively justified are permissible.

9. Delivery Times and Delay

- 9.1. Delivery times are only binding if they have been confirmed in writing by SIMStation.
- 9.2. If and to the extent that a delay in the provision of services by SIMStation is caused by force majeure, by the delay of third parties or the Customer (see in particular the Customer's obligations to cooperate), the performance period shall be extended. This does not affect the Customer's right to terminate the Contract in the event of delays that constitute a material breach.
- 9.3. If the Customer is responsible for the delay, SIMStation is entitled to charge the Customer for any costs incurred as a result (e.g., storage of materials, cancellation fees, justified price adjustments).
- 9.4. Downtime of SIMStation personnel caused by the Customer, in particular due to a lack of prerequisites for installation, a lack of decision-makers, or insufficient infrastructure, will be charged per hour or part thereof.

10. Transfer, Transfer of Risk, and Retention of Title

- 10.1. The transfer of risk for the System or its hardware components takes place upon delivery to the agreed delivery location at the agreed delivery time (DAP Incoterms 2020, as published by the International Chamber of Commerce).
- 10.2. Handover takes place (i) (a) for mobile Systems upon delivery of the System to the agreed delivery location at the agreed delivery time or (b) for installed Systems upon signing of the acceptance report by the Customer or unjustified refusal to sign the acceptance report by the Customer and (ii) at the latest when the Customer has taken possession of the System or has unjustifiably refused acceptance.
- 10.3. The System remains the property of SIMStation until the agreed purchase price has been paid in full (retention of title). To the extent applicable under U.S. law, this retention of title shall constitute a purchase money security interest in favor of SIMStation.
- 10.4. In the event of justified withdrawal from the Contract by SIMStation or subsequent impossibility of fulfilling the Contract, SIMStation shall be entitled to compensation amounting to at least 20% of the net order value, provided that such amount represents a reasonable estimate of the anticipated damages and does not constitute a penalty. Any further claims remain unaffected by this.

11. Intellectual Property and Confidentiality

- 11.1. Delivery items and related implementation documents, plans, sketches, cost estimates, and other documents, as well as software provided by SIMStation or created by SIMStation employees, remain the exclusive property and intellectual property of SIMStation.
- 11.2. Their use, in particular their disclosure, reproduction, publication, processing, or exploitation, requires the express written consent of SIMStation.
- 11.3. The Customer undertakes to maintain confidentiality towards third parties with regard to all information received from the business relationship.
- 11.4. The Customer grants SIMStation a simple, free right of use to use the Customer's name, brand, and logo for reference purposes in corporate communications and marketing. The Customer is entitled to revoke the consent granted for use at any time with effect for the future or to request express consent prior to publication.
- 11.5. The Customer shall comply with all applicable export control and economic sanctions laws and shall not export, re-export, or transfer any System in violation of applicable law.

12. Liability

- 12.1. SIMStation's liability for damage caused by ordinary negligence is excluded, except for personal injury and breach of material contractual obligations. SIMStation's liability is limited to intent and gross negligence and to a maximum liability amount of 50% of the order volume concerned. This limitation shall not apply where liability cannot be limited under applicable law.
- 12.2. IN NO EVENT SHALL SIMSTATION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.3. If, contrary to an express recommendation by SIMStation, the Customer insists on the use of certain materials or certain assembly techniques, SIMStation shall not be liable for any resulting defects, damage (except for personal injury) or functional impairments, provided that SIMStation has informed the Customer of the associated risks.

13. Severability Clause

- 13.1. Should any provision of these GTC or any subsequent amendment or supplement be or

become ineffective, invalid or unenforceable, this shall not affect the effectiveness, validity or enforceability of the remaining provisions. In the event of the ineffectiveness, invalidity, or unenforceability of a provision, a provision that is enforceable to the maximum extent permitted by applicable law and that comes as close as possible to the economic result of this provision and is not ineffective, invalid, or unenforceable shall be deemed to have been agreed between the contracting parties. This shall apply mutatis mutandis in the event of a contractual loophole.

14. Applicable Law, Place of Jurisdiction

- 14.1. These GTC, the Contract, and the entire contractual relationship between SIMStation and the Customer are governed exclusively by the laws of the State of Texas.
- 14.2. All disputes arising from or in connection with the contractual relationship between SIMStation and the Customer, these GTC, and/or the Contract, including its conclusion, breach, termination, validity, or invalidity, shall be subject to the exclusive jurisdiction of the courts competent for commercial matters in Dallas, Texas.
- 14.3. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE CONTRACT OR THESE GTC.