

General terms Plecosystems Inc. with registered office at 600 5th Ave, New York, 10003

In these terms Plecosystems Inc., shall be taken to mean: Plecosystems Inc. with its registered office at 600 5th Ave, New York, 10003.

In these terms “Purchaser” shall be taken to mean: each (legal) person who has concluded an agreement with Plecosystems Inc., or wishes to conclude an agreement with Plecosystems Inc. and, in addition to this legal person, also his representative(s), authorised agent(s), and legal successor(s).

Article 1: General/Applicability

- These general terms shall apply to all offers by Plecosystems Inc. to Purchaser and to all agreements between Plecosystems Inc. and Purchaser, and concern all items, services, and other activities to be delivered by Plecosystems Inc.
- Departures from these terms shall only be valid if and in so far as they have been agreed in writing between Plecosystems Inc. and Purchaser.
- The applicability of the general terms of Purchaser (to which a reference is made in documents from Purchaser) shall be explicitly rejected in this respect.
- All offers of Plecosystems Inc. shall be free of obligations and shall not commit Plecosystems Inc., unless explicitly agreed otherwise in writing.
- An agreement shall only be concluded when Plecosystems Inc. has confirmed the assignment of Purchaser in writing or when Plecosystems Inc. commences the implementation of the assignment.

Article 2: Managed Services for Product Supply

All managed services for the product supply by Plecosystems Inc. to the Owner/Management company as an independent contractor under a Frame Agreement shall be set forth in one or more statements to be issued by Plecosystems Inc. and accepted by the Owner/Management company (each, a “Statement of Product Supply”). The initial accepted Statement of Product Supply will be attached to the Frame Agreement as Schedule 2. Additional Statements of Product Supply shall be deemed issued and accepted only if accepted and executed by each party.

Article 3: Prices

- All prices shall be net prices and exclude VAT, transport, and packaging costs, unless explicitly agreed otherwise in writing or via online sale, and shall be based on the prices and exchange rates that apply at the time of the offer.
- If material prices, freight charges, wages, taxes, import duties, levies, or other expenses on the part of the government are introduced or increased after the date of conclusion of the agreement with Purchaser, however before the delivery of the items and/or services and/or other activities, as well as in other cases when certain factors increase the price in the opinion of Plecosystems Inc., for example exchange rate fluctuations, price changes regarding raw materials and semi-finished products, and price changes introduced by suppliers, Plecosystems Inc. shall be entitled to change the agreed price and charge a proportional increase of the price to Purchaser, without Purchaser being entitled to dissolve the agreement.
- Plecosystems Inc. shall notify Purchaser at once about price increases.

Article 4: Delivery of Items, Services, and Other Activities, Providing Samples

- Delivery shall take place in a location to be determined by Plecosystems Inc. on the basis of the stipulation “ex works,” in conformity with local and state requirements.
- Partial deliveries shall be allowed and can be charged by Plecosystems Inc. at once.
- The terms of delivery as stated by Plecosystems Inc. for items, and implementation periods for services and/or other activities shall apply as indicative, they shall never be considered as fatal periods and shall not be binding for Plecosystems Inc.
- If the delivery periods and implementation periods are exceeded, this shall not entitle Purchaser to claim compensation in whatever form, to not accept the agreement or entirely dissolve the agreement or partly or wholly suspend the compliance with any obligation of Purchaser from the agreement, unless Purchaser is entitled to do this by virtue of statutory provisions (imperative law). The obligation of Plecosystems Inc. to supply shall be complied with by offering the items once-only. The receipt signed by Purchaser or by the person who represents Purchaser shall serve as conclusive evidence of delivery.
- If Purchaser does not take delivery of items or does not do this within the specified time, Plecosystems Inc. shall be entitled to store the items at the risk of Purchaser or, at its option, to sell them to a third party. Storage and other costs shall be incurred by Purchaser.
- When the required data for the implementation of the delivery have not been made available to Plecosystems Inc. within the specified time by Purchaser, the delivery periods shall in any case be deferred with the same period.
- Samples shall only be provided by way of specification, without the item having to comply with this sample.

Article 5: Payment

- All payments shall take place within 30 days after the invoice date, unless explicitly agreed otherwise in writing or via online sale terms and conditions.
- In case of overdue payment, Purchaser shall be in default without further notice of default and Purchaser shall pay a contractual interest equal to 10% as from the due date. All extrajudicial collection costs incurred by Plecosystems Inc. that go beyond sending a single (possibly repeated) warning or merely submitting a (non-accepted) settlement offer, obtaining simple information, or drawing up a file in the usual way shall be incurred by Purchaser. These extrajudicial costs shall be fixed at a minimum of 15% of the amount to be collected, with a minimum of USD 1,000.-.
- Purchaser shall not be allowed to set off a claim of Purchaser against Plecosystems Inc. against a claim of Plecosystems Inc. against Purchaser.
- Payments by Purchaser shall first be deducted from the extrajudicial and judicial (collection) costs to be paid by Purchaser, the interest, and subsequently from demandable invoices, whereby older invoices have priority to new invoices, irrespective of whether the indications of payments are different.

Article 6: Packaging

- The packaging and labeling of products to be supplied shall be determined by Plecosystems Inc. as a good entrepreneur in conformity with the applicable statutory standards.
- Purchaser shall be responsible for storage or processing of the empty/used packaging materials in conformity with the applicable statutory provisions.

- The pallets, crates, etc., made available by Plecosystems Inc. for packaging and shipment, whether or not with a deposit, shall remain the inalienable property of Plecosystems Inc.
- Purchaser shall be obliged to return this packaging at its own expense and risk to Plecosystems Inc., to the address stated by Plecosystems Inc., unless explicitly agreed otherwise.
- The packaging possibly charged by Plecosystems Inc. shall be credited at the full price, providing it is in good condition and providing it is returned carriage paid within one month after the date of the invoice in question.
- Plecosystems Inc. shall be entitled to charge Purchaser for the costs of replacement, repair, or completion with regard to returned damaged or incomplete packaging materials/packaging, to be decided by Plecosystems Inc. based on fairness and reasonableness. If Plecosystems Inc. charged a deposit for the packaging, it shall be entitled to deduct these costs from the deposits to be credited and, if necessary, recover the extra costs from Purchaser.

Article 7: Retention of Title, Right of Pledge, and Right of Retention

- Plecosystems Inc. shall supply the items to Purchaser on the suspensive condition that Purchaser fully meets its obligations that exist towards Plecosystems Inc. at any moment. The retention of title implied in this also includes (i) new items created with the supplied items, (ii) all claims regarding considerations of items supplied on the basis of this agreement or any other agreement of whatever nature by Plecosystems Inc. to Purchaser or items, services, and/or other activities still to be supplied by Plecosystems Inc. to Purchaser, and, (iii) claims due to failure in complying with the agreements referred to under (ii), which result in damages and compensation of extrajudicial and judicial costs, including contractual and statutory interests, fines, and incremental penalties.
- In the event that Purchaser does not comply with its obligations, Plecosystems Inc. shall be entitled to take the supplied items back without any warning, notice of default, or judicial intervention, without prejudice to the other rights of Plecosystems Inc. that are connected to Purchaser failing to comply with its obligations. Purchaser shall make the supplied items available to Plecosystems Inc. and, if necessary, offer Plecosystems Inc. access to all areas where goods of Plecosystems Inc. are located.
- All items, funds, monetary values, insurance proceeds, and/or documents which Plecosystems Inc. has in custody and/or shall obtain for whatever reason and/or for whatever assignment for or on account of Purchaser, or which Plecosystems Inc. has to pay and/or will have to pay to Purchaser, shall serve Plecosystems Inc. as possessory pledge for all claims that Plecosystems Inc. has and/or may have against Purchaser.
- Plecosystems Inc. has a right of retention against everyone with regard to all items, funds, monetary values, insurance proceeds, and/or documents, which Plecosystems Inc. has in custody and/or shall obtain for whatever reason and/or for whatever assignment.
- If Purchaser does not pay the claim, Plecosystems Inc. shall be entitled to sell the security or all items that Plecosystems Inc. keeps in custody on account of the right of retention (in public) according to the manner stipulated by law.
- **Article 8: Failures; Examination and Time Limits for Lodging a Complaint**
- Upon delivery of items, Purchaser shall examine the supplied items upon receipt of goods and, in any case, before using, consuming, or selling the items. Any complaints regarding

visible failures and/or failures observable upon examination must be reported in writing to Plecosystems Inc within 5 days after the expiry of the examination period. If Purchaser fails to do so, any claim against Plecosystems Inc shall lapse. Complaints regarding failures discovered later during use or consumption must be reported in writing to Plecosystems Inc within 14 days after they should have reasonably been discovered by Purchaser, but no later than 2 months after delivery. Failure to do so will result in the lapse of any claim against Plecosystems Inc. For items with an expiry date, any claim against Plecosystems Inc shall lapse once the expiry date printed on the items or packaging has passed.

- In the case of services and/or other activities, Purchaser must examine them within 14 days after completion. Any complaints regarding visible failures and/or failures observable upon examination must be reported in writing to Plecosystems Inc within 5 days after the expiry of the examination period. If Purchaser fails to do so, any claim against Plecosystems Inc shall lapse. Failures discovered later during the use or consumption of the items must be reported in writing to Plecosystems Inc within 14 days after they should have reasonably been discovered by Purchaser, but no later than 2 months after completion of the services and/or other activities. Failure to do so will result in the lapse of any claim against Plecosystems Inc.
- Despite any complaints regarding failures, Purchaser remains obliged to pay the agreed price within the specified time

Article 9: Guarantee Provision

- With due observance of Article 8 (Failures: Examination Periods and Time Limits for Lodging a Complaint), Plecosystems Inc guarantees that the items, services, or other activities supplied will meet the usual requirements and standards and will be free of any failures. If Plecosystems Inc utilizes the services or activities of third parties in implementing the agreement or if the supplied items originate from third parties, the guarantee is limited to the guarantees provided by those third parties.
- The guarantee applies for 2 months following the delivery of items and/or completion of services and/or other activities. For items with an established expiry date, the guarantee lapses upon the expiration of that date. If Purchaser discovers a failure after the guarantee period has expired, Purchaser cannot commence legal action or advance defenses on the grounds that the supplied items, services, or activities do not comply with the agreement.
- If a supplied item does not meet the aforementioned guarantee, the item in question will be replaced, repaired, or compensated, either in whole or in part, at the discretion of Plecosystems Inc, without charging costs to Purchaser, provided the complaint has been lodged in accordance with Article 8. Items returned to Plecosystems Inc for repair, replacement, and/or compensation are sent at the Purchaser's risk. If the services and/or other activities performed do not comply with the aforementioned guarantee, Plecosystems Inc will correct the failure(s) covered under the guarantee without charging costs to Purchaser, provided the complaint has been lodged in accordance with Article 8.
- The guarantee does not apply when the failure results from (i) any government regulation regarding the nature or quality of the applied materials, (ii) failure to comply with instructions

from Plecosystems Inc and/or the producer, (iii) incorrect, improper use, or misuse, including use by an incompetent person, (iv) poor treatment, including treatment by an incompetent person, (v) maintenance that has not been carried out or has been carried out incorrectly, (vi) using or allowing others to use the item for purposes for which it is not intended.

- The guarantee is provided solely to Purchaser and does not extend to any subsequent successors in title.
- Plecosystems Inc is not obliged to provide any guarantee as long as Purchaser has not complied with its obligations.

Article 10: Liability

- The liability of Plecosystems Inc shall be limited to the amount paid under its liability insurance policies. If no payment is made under the liability insurance, the liability of Plecosystems Inc shall be limited to the net invoiced value of the items, services, or other activities in question, with a maximum of USD 10,000 per event or series of events arising from the same cause, unless Purchaser can prove that the loss was caused by deliberate intent or willful recklessness on the part of Plecosystems Inc or its management.
- Except as required by mandatory law concerning (product) liability, Plecosystems Inc shall not be liable for any loss resulting from improper use, processing, or treatment of the supplied items, whether or not in violation of industry standards and norms.

Plecosystems Inc shall not be liable for:

- a. Loss caused by employees or agents of Plecosystems Inc or by auxiliary persons engaged by Plecosystems Inc, except in cases of deliberate intent or willful recklessness equated with deliberate intent.
- b. Indirect loss, including but not limited to indirect loss caused by inadequate items, consequential loss, lost profits, missed savings, losses resulting from product recalls, business interruptions, loss of clients, and damage to reputation and/or goodwill.
- c. Damage to property in the care, custody, or control of but not owned by the insured, including damage caused to items near the location where work is carried out as a result of or during the implementation of services and/or other activities.

Statements made by or on behalf of Plecosystems Inc regarding the quality, composition, treatment, application possibilities, or qualities of the goods shall not be binding unless they are made in writing and explicitly presented as a guarantee.

Article 11: Suspension, Termination, and Dissolution

Plecosystems Inc reserves the right to suspend the implementation of the agreement or, at its discretion, terminate or dissolve the agreement wholly or in part with immediate effect through written notice, without prior notice of default or judicial intervention, while retaining all rights to compensation for costs, losses, and interest to which it is entitled. Plecosystems Inc shall not be obliged to pay any compensation in the following circumstances:

- a. Purchaser is declared bankrupt, has applied for a moratorium or bankruptcy, or is placed into administration.

- b. Purchaser fails to fulfill one or more of its (payment) obligations under or related to the agreement, or fails to do so properly, fully, or in a timely manner, or if it becomes clear that compliance with obligations will be impossible without a breach.
- c. Plecosystems Inc has reasonable grounds to believe that Purchaser will be unable or unwilling to meet its obligations.
- d. Purchaser decides to wind up and/or close its business/activities.
- e. Purchaser loses control over its assets, or if Purchaser is a natural person, is placed under guardianship, or passes away.

In any of the above situations, all claims Plecosystems Inc has against Purchaser shall become immediately due and payable in full.

Article 12: Circumstances Beyond One's Control

Plecosystems Inc shall not be obliged to fulfill its obligations under the agreement or to pay compensation in the event of circumstances beyond its control. Circumstances beyond Plecosystems Inc's control include, but are not limited to:

- Mobilization, fire, smoke, explosion, use of water as an extinguishing agent, theft, natural disasters, strikes, traffic restrictions, road blockades, war, the threat of war, export and import bans, transport problems, restrictive measures imposed by any government, workplace accidents, and/or operational failures.
- Illness of staff at Plecosystems Inc or staff of auxiliary persons engaged by Plecosystems Inc.
- A general shortage of required raw materials or other materials needed to produce the items, services, or other activities supplied by Plecosystems Inc and/or other services required for other activities.
- Unforeseen delays with suppliers or other third parties on which Plecosystems Inc depends, or failure of Purchaser, third parties, or individuals for whom Plecosystems Inc is responsible to comply with any government regulations or instructions.
- Any failure in performing an activity not explicitly or separately assigned to Plecosystems Inc.
- Any other circumstances that Plecosystems Inc could not have reasonably avoided, prevented, or stopped, even if these circumstances could have been anticipated at the time of concluding the agreement. This includes similar circumstances involving auxiliary persons as well as attributable non-performance by auxiliary persons.

In the event of circumstances beyond its control, Purchaser may only dissolve the agreement if the agreement cannot be fulfilled or if it has been established that compliance will be impossible.

Article 13: Indemnification of Purchaser

Purchaser shall indemnify Plecosystems Inc against any claims from third parties for compensation of losses resulting from or related to the delivery of items and/or services and/or other activities by Plecosystems Inc. As part of this indemnification, Purchaser is obligated to cover the reasonable costs of

defending against such claims, including those concerning Plecosystems Inc, unless the loss is the result of deliberate intent or willful recklessness by Plecosystems Inc or its management.

Article 14: Expiry Period

All legal actions and defenses of Purchaser and third parties against Plecosystems Inc shall terminate six months after the expiration of any agreed guarantee period. If no guarantee period is specified, legal actions and defenses shall terminate twelve months after the date of delivery of the items, performance of the services, or completion of the other activities.

Article 15: Return Shipments

- Return shipments are not permitted without prior written approval from Plecosystems Inc. If return shipments are made without permission, Purchaser shall bear the costs. Additionally, Plecosystems Inc reserves the right to charge administration fees and to store the goods at Purchaser's expense and risk (including third-party storage if necessary), keeping them at Purchaser's disposal.
- Unauthorized return shipments shall not release Purchaser from its (payment) obligations.

Article 16: Applicable Law and Jurisdiction

All agreements and legal relationships to which these terms apply shall be governed by the laws of the State of Florida. Any disputes arising between Plecosystems Inc and Purchaser shall be exclusively submitted to the courts of the State of Florida for resolution.