

General Terms and Conditions RPR Automation GmbH
(as of 02/2025)

1. general, scope of application

1.1 These GTC govern business transactions with commercial customers (hereinafter referred to as "entrepreneurs"). Entrepreneurs within the meaning of these GTC are natural or legal persons or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding the legal transaction. Only entrepreneurs can become customers (hereinafter referred to as "Customers") of RPR Automation GmbH (hereinafter referred to as "RPR") in this wholesale store.

1.2 If the contract is concluded, the contract is concluded with the following company:

RPR Automation GmbH

Traubengasse 6

93059 Regensburg

1.3 For the use of the website at <https://easy-automator.com>, as well as for all legal relationships, deliveries and services of RPR, these GTC shall apply exclusively in the version valid at the time of the conclusion of the contract. Other general terms and conditions not originating from RPR, in particular the customer's general terms and conditions, shall not become part of the contract even if they have not been expressly objected to.

1.4 These GTC shall also apply to future business relationships with entrepreneurs without the need for a renewed express reference.

1.5 The binding contractual language is exclusively German, even if these GTC are or have been translated into other languages.

2. performance, conclusion of contract

2.1 The presentation of goods in catalogs, in the online store or on RPR's website does not constitute a binding offer to sell. Rather, it is a non-binding invitation to customers to submit a binding purchase offer (hereinafter "order").

2.2 Customers may place orders via the website, in writing or in text form.

2.3 Ordering via the website takes place in the following steps:

- 1) Selection of the desired goods.
- 2) Confirm by pressing the "Add to shopping cart" button.
- 3) Check the selected goods in the shopping cart.
- 4) Press the "Continue to checkout" button.
- 5) Entry or confirmation of customer data and billing and shipping address
- 6) Use the "Continue to step 2" button to select the payment method.
- 7) Re-check or correct the data entered and the goods to be ordered.
- 8) Acceptance of the General Terms and Conditions and Cancellation Policy, Cancellation Policy for Digital Products and confirmation that the purchase is being made as a business customer and not as a consumer.
- 9) Binding submission of the order by clicking the "Buy now" button.

2.4 The shopping cart can be updated by removing or adding items. Before submitting the binding order, the customer can return to the website on which the customer's details are recorded and correct input errors or cancel the order process by closing the Internet browser by pressing the "Back" button contained in the Internet browser used by him after checking his details. The data entered can also be corrected in the order overview.

2.5 Receipt of the customer's order will be confirmed immediately by email. This order confirmation is not an acceptance of the customer's purchase offer. It does not constitute a purchase contract.

2.6 RPR shall be entitled to accept the Customer's contractual offer contained in the order within two working days of receipt. RPR shall be deemed to have accepted the offer if it requests the Customer to pay for the goods or delivers the ordered goods.

2.7 When orders are placed via the online store, RPR saves the text of the contract and sends it, the order data, these GTC and other information immediately by email. The GTC can also be viewed, printed out and saved at any time at <https://easy-automator.com/AGB>. Previous orders can be viewed in the customer area of the online store.

3. reservation of title

3.1 As security for the claim for remuneration against the Customer, RPR shall retain title to goods, works and/or all rights to licenses and other services (hereinafter referred to as "goods subject to retention of title") until the remuneration has been paid in full.

3.2 If the Customer is a merchant, RPR shall retain title to goods, works and/or all rights to licenses and other services until all claims arising from the current business relationship have been settled in full.

3.3 The Customer shall be entitled to resell the goods subject to retention of title in the ordinary course of business. The Customer hereby assigns to RPR all claims including all ancillary rights in the amount of the invoice amount that accrue to it against a third party as a result of the resale; RPR accepts the assignment. After the assignment, the Customer shall continue to be authorized to collect the claim. However, RPR reserves the right to collect the claim itself as soon as the Customer fails to meet its payment obligations and defaults on payment. This permission to resell is subject to the condition that the Customer either receives payment from its customer in the amount of RPR's claim or agrees a corresponding retention of title with the customer.

3.4 The handling and processing of the goods subject to retention of title by the Customer shall always be carried out in the name and on behalf of RPR. If the goods subject to retention of title are inseparably mixed with other items not belonging to RPR, RPR shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (invoice amount) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Customer's item is to be regarded as the main item, it shall be deemed agreed that the Customer shall transfer co-ownership to RPR on a pro rata basis. The Customer shall keep the resulting sole ownership or co-ownership for RPR. The new item shall be deemed to be goods subject to retention of title.

3.5 If goods subject to retention of title are combined by the Customer with the property of a third party, the Customer hereby assigns to RPR the claims against the third party arising from the combination, including all ancillary rights, in the amount of the value of the goods subject to retention of title (invoice amount); RPR accepts the assignment.

3.6 Pledging or transfer by way of security of the goods (co-)owned by RPR is not permitted. In the event of seizures or other interventions by third parties in the goods subject to retention of title, the Customer shall immediately point out RPR's ownership and inform RPR

in text form without delay, handing over all documents necessary for the objection in particular.

3.7 The right to resell, use or install the goods subject to retention of title shall expire upon application for the opening of insolvency proceedings, cessation of payments or out-of-court settlement proceedings.

3.8 The customer is obliged to treat and store the reserved goods with care. In particular, he shall be obliged to insure them adequately and at replacement value at his own expense against damage caused by fire, water, natural hazards, damage to property and theft. If maintenance and inspection work is required, the customer must carry this out regularly and in good time at his own expense.

3.9 Until full payment of the remuneration, the Customer shall only be permitted to use the goods subject to retention of title on a revocable basis. RPR may revoke and/or suspend the use of the goods subject to retention of title for which the Customer is in default of payment for the duration of the default after prior warning.

3.10 In the event of service suspensions pursuant to Section 3.9, RPR may make the reactivation of the service dependent on a reactivation fee of EUR 60.00.

3.11 RPR shall be obliged to release the securities to which it is entitled at the Customer's request if their value exceeds the claims to be secured by more than 20 percent. RPR shall be entitled to choose between various security interests for the release.

3.12 The assertion of the retention of title shall not constitute a withdrawal from the contract, unless RPR expressly declares such a withdrawal.

4th delivery

4.1 RPR shall not assume any procurement risk and shall only be liable for its own fault and the fault of its legal representatives, executives or other vicarious agents with regard to timely delivery in accordance with the following provisions.

4.2 Information on delivery dates is to be understood as estimated delivery times and is non-binding, unless a binding delivery date has been expressly stated in writing by RPR. Delivery dates can only be confirmed by the contact person at RPR.

4.3 RPR shall be entitled to make partial deliveries and/or render partial services if these are reasonable for the Customer. In the case of final partial deliveries and/or partial services where complete delivery and/or performance is no longer possible, the remuneration shall be reduced accordingly.

4.4 All deliveries are ex works or ex warehouse.

4.5 Shipment and transportation shall be at the customer's risk. The risk shall pass to the customer at the latest as soon as the shipment has been handed over to the person carrying out the transportation.

4.6 The risk of accidental loss or accidental deterioration shall pass to the customer upon notification of readiness for shipment to the customer, provided that the shipment is delayed for reasons attributable to the customer. The customer shall bear the costs for storage of the goods after the transfer of risk. Further claims remain unaffected by this.

4.7 If ordered goods cannot be delivered because RPR, through no fault of its own and with due care, is not supplied by the supplier despite its contractual obligation, both parties shall be entitled to withdraw from the contract. In this case, the Customer shall be informed immediately that the ordered goods are no longer available. In the event of withdrawal, regardless of which party, RPR shall immediately reimburse the Customer for the consideration already provided. RPR shall not be liable for damages in this case.

4.8 When downloading and sending data via the Internet, the risk of loss and alteration of the data shall pass to the customer when the first network interface is crossed.

4.9 RPR shall not be responsible for delays in delivery due to force majeure (e.g. strike, lockout, official orders, general disruptions in telecommunications, etc.) and circumstances within the Customer's sphere of responsibility (e.g. failure to provide cooperation services on time, delays by the Customer or third parties attributable to the Customer, etc.) and shall entitle RPR to postpone the delivery for the duration of the hindrance plus a reasonable start-up time. RPR shall notify the Customer of delays in delivery due to force majeure.

4.10 The limitations of liability listed in this section shall not apply if RPR can be accused of intent or negligence, nor in the event of personal injury attributable to RPR or in the event of fraudulent intent. The provisions of the Product Liability Act shall also remain unaffected by this.

5 Dates, force majeure

5.1 Information on deadlines for the provision of services by RPR shall be understood as estimated deadlines and are non-binding, unless a binding deadline has been expressly stated in writing by RPR. Dates for the provision of services can only be confirmed by the contact person at RPR.

5.2 The parties agree that the following events in particular constitute force majeure:

5.2.1 War, mobilization, unrest, civil war, acts of terrorism;

5.2.2 Industrial action, strike, lockout;

5.2.3 Official orders;

5.2.4 General disruptions to telecommunications, internet or energy supply;

5.2.5 Natural disasters, in particular earthquakes, floods, storms, severe weather, forest fires, volcanic eruptions;

5.2.6 Covid-19 infections (business closure, quarantine, isolation) or other similar infection incidents;

5.2.7 Attacks by third parties on RPR's IT systems, in particular by computer viruses, ransomware or other attacks, insofar as these occur despite compliance with protective measures and the usual care.

5.3 RPR shall not be responsible for delays in performance due to force majeure and shall be entitled to postpone the provision of the affected services for the duration of the hindrance plus a reasonable start-up period. RPR shall notify the Customer of delays in performance due to force majeure. The same shall apply to delays in performance due to circumstances within the Customer's sphere of responsibility (e.g. failure to provide cooperation services on time, delays caused by the Customer or third parties attributable to the Customer, etc.).

6. prices

6.1 The prices quoted are net prices plus German VAT at the statutory rate.

6.2 All prices are ex works or ex warehouse, plus delivery costs and plus any customs duties and taxes.

6.3 Customers outside Germany with a valid VAT identification number will be charged net prices without VAT. In this case, the tax liability is transferred to the recipient of the service.

7. means of payment

7.1 RPR accepts the following means of payment subject to the following conditions:

- Bank transfer after receipt of invoice

- PayPal
- Credit cards

7.2 If payment is made by means other than bank transfer, RPR shall accept the payment exclusively as performance on account of performance. Payment by unrestricted legal means of payment shall remain unaffected by this.

8. use and registration

8.1 A customer account is created during the first order process. This registration offers the possibility to process the next orders faster and more conveniently. Registration is free of charge and only possible in accordance with these GTC.

8.2 Registration takes place by opening a customer account and agreeing to these GTC. With the final activation of the registration, a contract for the use of this website (hereinafter: "User Agreement") is concluded between RPR and the Customer. This contract of use is independent and is to be distinguished from contracts or legal relationships based on orders placed.

8.3 RPR reserves the right to refuse registration without giving reasons. There is no entitlement to the conclusion of a contract of use. Final activation may take up to seven working days. Shortly after registration, there may be an automated provisional activation; this expressly does not give rise to any entitlement to final activation and permanent use of the individual services. RPR reserves the right to terminate the provisional activation at any time without giving reasons.

8.4 Only one customer account per person is permitted.

8.4.1 The opening or maintenance of several customer accounts per person, in particular re-registration after the customer account has been blocked or in the event of a house ban, is expressly prohibited and constitutes grounds for extraordinary termination of the contract of use. The use of a customer account by several persons is not permitted. Customer accounts are not transferable

8.4.2 Companies can apply for company accounts for their employees. The contract of use is concluded with the company and not with the employee. There is no entitlement to such a company account. The use of a company account by several employees (simultaneously or alternately) is not permitted. A separate company account must be applied for for each employee. If the employee leaves the company, RPR must be informed immediately and without being asked.

8.5 In order to open a customer account, the customer must register with their full first and last name, the company for which they work, the associated company address and a valid email address

8.6 The data requested and required during registration must be provided completely and correctly. Incorrect provision of this data shall constitute extraordinary grounds for termination. Subsequent changes to this data must be corrected by the customer without request and without delay.

8.7 Customers must keep their password secret and, in particular, may not disclose the password to third parties. Customers are responsible for adequately securing their access and password. Within the scope of their existing duty of care, customers are generally liable for all activities that are carried out using their customer account.

8.8 The contract of use may be terminated by ordinary and/or extraordinary termination. The list of extraordinary grounds for termination in this section is exemplary and not exhaustive. Termination of the contract of use shall not affect orders already placed.

8.9 The customer may terminate the contract of use at any time without giving reasons.

8.10 RPR may terminate the contract of use at any time with a notice period of two weeks. The right to block all or individual services and the right to extraordinary termination or the right to impose a house ban shall remain unaffected by this.

9th Newsletter

9.1 Registration for the newsletter is free of charge and takes place exclusively in accordance with these GTC.

9.2 Subscription to the newsletter is based on the so-called double opt-in procedure. This means that the customer must first expressly consent to receiving the newsletter. In the second step, the customer must click on an activation link in the confirmation email sent on the basis of the consent in order to complete the registration.

9.3 RPR reserves the right to discontinue individual newsletters or the newsletter mailing service in part or in full without prior notice.

10. warranty

10.1 Claims for defects shall be governed by the statutory provisions within the statutory periods, unless otherwise stated in the following provisions of this section.

10.2 For entrepreneurs, the warranty period is one year from acceptance of the work or from delivery of the goods or from provision of the service. This shall not apply if the law prescribes longer periods in accordance with § 438 Para. 1 No. 2 BGB (buildings or items for buildings) and § 634a Para. 1 No. 2 BGB (construction defects).

10.3 An insignificant impairment of the function of software shall not be deemed a material defect if this cannot be expected after appropriate objective consideration. Only deviations from the specification that can be proven and reproduced by the customer shall be deemed to be a material defect in the software. However, a material defect does not exist if it does not occur in the last version of the software provided to the customer and its use is reasonable for the customer.

10.4 In the event of only a minor breach of contract, in particular in the case of only insignificant defects, the Contractor shall not be entitled to withdraw from the contract. If RPR is not responsible for the breach of duty resulting from a defect, the Contractor shall not be entitled to withdraw from the contract. Entrepreneurs may only withdraw from the contract due to a breach of duty that does not consist of a defect in the work if RPR is responsible for this breach of duty.

10.5 In the case of defects in the goods, RPR shall initially provide supplementary performance to entrepreneurs by remedying the defect or delivering a defect-free item, at RPR's discretion.

10.6 Entrepreneurs must notify RPR of obvious defects within a period of two weeks from receipt; otherwise the assertion of warranty claims shall be excluded. Section 377 of the German Commercial Code (HGB) applies to merchants; merchants are obligated to submit notices of defects in text form. Entrepreneurs must report transport damage immediately upon unloading/delivery and have it confirmed in writing by the unloading personnel or the driver.

10.7 In the case of entrepreneurs, only the product description of RPR shall be deemed agreed as the quality, unless a different expectation arises after appropriate objective consideration. Public statements, promotions or advertising by the manufacturer shall not constitute a contractual quality. Warranty claims against entrepreneurs due to hidden defects are also excluded in the case of delivery according to sample or specimen if the service

actually delivered corresponds to the sample or specimen. The tolerances customary in the industry shall be deemed agreed.

10.8 In the event of supplier recourse, the limitations of liability and warranty set out in this section shall not apply, with the exception of clause 10.6.

10.9 The shortened warranty periods and the liability and warranty limitations listed in this section shall not apply if RPR can be accused of intent or gross negligence, nor in the event of personal injury attributable to RPR or in the event of fraudulent intent. Liability under the Product Liability Act shall also remain unaffected by this.

11. liability

11.1 RPR shall only be liable in the event of its own fault or the fault of its legal representatives, executives or other vicarious agents, in accordance with the following provisions.

11.2 RPR shall have unlimited liability for damages caused intentionally or through gross negligence by RPR or by legal representatives, executives or simple vicarious agents of RPR, as well as in the event of fraudulent intent and in the event of culpable injury to life, limb or health (personal injury). RPR shall also have unlimited liability under the Product Liability Act.

11.3 In the event of a slightly negligent breach of an obligation on which compliance could be relied upon and the fulfillment of which is essential for the proper execution of the contract (cardinal obligation), the obligation to pay compensation shall be limited to such damage as must typically be expected to occur within the scope of the present contractual relationship (foreseeable damage typical for the contract). Otherwise, liability for slightly negligent damage is excluded.

11.4 RPR shall only be liable for the services and performances made available by RPR free of charge (including the retrieval of free content) insofar as the damage was caused by the contractual use of the free content and/or services and/or performances, and only in the event of intent (including fraudulent intent) and gross negligence, as well as in the event of personal injury and under the Product Liability Act.

11.5 RPR shall not be liable for damage, outages or data loss caused by disruptions to telephone lines, servers and other facilities for which it is not responsible. Furthermore, RPR shall not be liable for damage, outages or data loss caused by force majeure.

11.6 Users are generally responsible for backing up their own data. In particular, RPR does not carry out backups and is not responsible for the accidental loss of data.

12. rights

12.1 The orders placed with RPR for media design, database and software development and/or conception are always copyright contracts, which as such are aimed at the granting of rights of use to work performances. RPR expressly reserves all copyrights, rights of use and/or ancillary copyrights as well as other intellectual property rights to the services created and other work results.

12.2 The application of the provisions of the German Copyright Act (UrhG) is also agreed between the parties in the event that the services provided by RPR do not reach the level of creativity required under Section 2 UrhG, even when preparing the offer.

12.3 Unless otherwise agreed, RPR shall grant the Customer the non-exclusive, nationally limited right to use the services provided in accordance with the contract and limited to the respective type of use. The right of use shall be limited to the agreed period. In the case of continuing obligations, these rights are only granted for their duration. In both cases, the right

of use shall automatically revert to RPR at the end of the term without the need for an express declaration.

12.4 Any use beyond that described in section 12.3 or otherwise agreed is not permitted, notwithstanding section 12.5. In particular, the Customer shall be prohibited from granting sublicenses and/or editing, reproducing, leasing or otherwise exploiting or transferring the services without RPR's consent.

12.5 Any use other than the contractually agreed use shall require the express consent of RPR in text form. Consent for any use other than the contractually agreed use, in particular for editing, multiple uses (e.g. for another medium or product) or repetitions (e.g. subsequent editions), may be made dependent on additional remuneration.

12.6 The rights of use shall not be granted until the remuneration has been paid in full. Until full payment of the remuneration, the Customer shall only be permitted to use the services provided on a revocable basis. RPR may revoke and/or suspend the use of such services for which the Customer is in default of payment for the duration of the default.

12.7 Suggestions and instructions of the client, whether for design, technical or other reasons, and his other cooperation shall not constitute a joint copyright, unless this has been expressly agreed.

12.8 RPR expressly reserves all rights, in particular property rights and copyrights, to offers, cost estimates, drafts, mock-ups, designs, drawings, graphics, initial assessments, and needs analyses as well as all other documents and records (hereinafter: offer documents) within the scope of the pre-contractual preparation of offers. If no corresponding contract is concluded between the parties, the Offer Documents must be returned to RPR immediately or, if they are available in digital form, deleted permanently and RPR must confirm this deletion without being requested to do so. The offer documents may not be disclosed to third parties at any time without the consent of RPR. The offer documents are expressly subject to confidentiality in accordance with section 13 and/or an additional confidentiality agreement.

13. secrecy

13.1 In the course of the joint cooperation between the contracting parties, confidential information and documents in each other's area of expertise may be disclosed. The parties therefore enter into the following agreement for the purpose of preventing the disclosure of this confidential information and documents to unauthorized third parties.

13.2 The parties undertake not to make the confidential information and documents of the other contracting party disclosed in connection with the joint cooperation, in whatever form, accessible to third parties, unless they are intended to be made accessible to third parties. Third parties shall not include auxiliary persons such as freelancers, subcontractors or professionals called in to carry out the contractual relationship who are bound to secrecy by law.

13.3 The parties agree that the obligations provided for in these GTC constitute reasonable confidentiality measures under the circumstances within the meaning of Section 2 No. 1 lit. b) GeschGehG.

13.4 The provisions of this section shall continue to apply for a period of six years after fulfillment, termination or rescission of this agreement. Insofar as trade secrets within the meaning of the German Trade Secrets Protection Act (GeschGehG) are concerned, it is agreed that they shall apply for an unlimited period of time.

13.5 If a contracting party so requests, the documents handed over by it, such as strategy papers, briefing documents, etc., must be returned to it or verifiably destroyed after

termination of the contractual relationship, unless the other contracting party can assert a legitimate interest in these documents.

14. export clause

14.1 The (further) sale of the deliveries and services may be subject to German, EU or US export control law and, if applicable, the export control law of other countries. A (further) sale to embargoed countries and/or to restricted persons and/or to persons who may use the deliveries and services for weapons, nuclear technology or for military purposes is subject to approval.

14.2 The customer shall be responsible for checking and, if necessary, establishing conformity with the legal export control regulations.

14.3 RPR shall be entitled to refuse performance of the contract if performance of the contract would violate export regulations. In this case, the Customer must be informed immediately and given the opportunity to establish legal conformity. If legal conformity is still not established, RPR shall be entitled to withdraw from the contract. In this case, RPR shall immediately reimburse the Customer for the consideration already provided. RPR shall not be liable for damages in this case. The latter shall not apply if RPR can be accused of intent or negligence, nor in the event of personal injury attributable to RPR or in the event of fraudulent intent.

15. statute of limitations

RPR's claims against entrepreneurs for remuneration shall lapse after five years at the earliest.

16. prohibition of assignment and set-off

16.1 The assignment of claims against RPR to third parties is excluded if the Customer is an entrepreneur. § Section 354a HGB remains unaffected by this.

16.2 The Customer may not offset counterclaims if these have not been legally established by judgment or court order or remain undisputed by RPR. This shall not apply if the counterclaim and the offset principal claim are in a contractual mutual exchange relationship or are synallagmatically linked.

17. reference citation

RPR may name the Customer as a reference customer on its website or in other media. RPR may also reproduce, disseminate, publicly reproduce or make publicly accessible the services provided for demonstration and/or advertising purposes and refer to them, unless the Customer has asserted a conflicting legitimate interest in text form.

18. final provisions

18.1 This agreement and all contracts and/or legal relationships arising with the customer shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

18.2 For entrepreneurs, the place of performance for all contractual and statutory legal relationships shall be the registered office of RPR. This shall also apply to subsequent performance.

18.3 If the parties are merchants within the meaning of the German Commercial Code, special funds under public law or legal entities under public law, the registered office of RPR shall be the exclusive place of jurisdiction for all claims arising from the legal relationship with

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the Customer. This shall also apply to Customers who do not have a general place of jurisdiction in the European Union and to Customers who have moved their domicile or usual place of residence to a country outside the European Union after concluding a contract. Irrespective of this, however, RPR shall also be entitled to sue the Customer at its general place of jurisdiction.