

General Terms & Conditions of Delivery

for Geutebrück Gemini Solutions Software, Products and Services

Geutebrück Gemini Solutions Private Limited, STPI Gurugram, 30, Electronic City, Phase IV Udyog Vihar, Sector 18, Gurugram, 122015 Haryana distributes video management systems, video management software, accessories and other services. The following General Terms & Conditions of Delivery for Geutebrück system components regulate the sale, transfer and granting of rights for the aforementioned products in the relationship between Geutebrück Gemini Solutions and the customer. These Terms & Conditions apply only if the customer is an entrepreneur, a legal entity under public law or a special fund under public law.

References to the applicability of statutory provisions are provided for clarification only. Even without such clarification, the statutory provisions therefore apply, insofar as they are not directly amended or expressly excluded in these Online Terms & Conditions.

§ 1 Subject matter of the contract

(1) Geutebrück Gemini Solutions shall deliver to the customer the hardware specified in the order confirmation (as defined in § 2(2)) in the composition and quantity stated therein (hereinafter referred to as "HARDWARE") at the delivery times and costs stated therein. Furthermore, Geutebrück Gemini Solutions shall deliver to the customer the Geutebrück standard application or system software, i.e. not software created individually for the customer (hereinafter referred to as "SOFTWARE") together with the corresponding application description, and shall grant the customer the right of use according to § 5 of these Terms & Conditions and to the extent stated in the order confirmation. Furthermore, Geutebrück Gemini Solutions shall provide additional services purchased by the customer on the basis of the General Support Conditions of Geutebrück Gemini Solutions (hereinafter referred to as "SERVICES"). HARDWARE, SERVICES and SOFTWARE including application descriptions, each individually and/or together, constitute the "PURCHASE ITEM".

(2) The SOFTWARE is delivered pre-installed on the HARDWARE or is provided separately as a download. The SOFTWARE is supplied in an object code version; the source code is not made available and is not subject matter of the contract.

(3) Geutebrück Gemini Solutions is not liable to the customer for the installation of the PURCHASE ITEM, the technical readiness for operation on the customer's IT system, the provision of adaptation services regarding the SOFTWARE (e.g. installation, implementation, configuration, customization), or instruction. Further services of Geutebrück Gemini Solutions, such as customization of the SOFTWARE, individual programming, consulting, training, hardware maintenance and software updates, are not covered by these Terms & Conditions. If the customer wishes to arrange such additional services or have them performed by Geutebrück Gemini Solutions, separate legal agreements shall be made.

(4) The agreed quality of the delivered HARDWARE and SOFTWARE is determined definitively by the product descriptions and the information in the order confirmation. The technical data, specifications, explanations of the functions and possible uses and other information in the product descriptions and application descriptions supplied are to be understood exclusively as descriptions and not as an independent warranty, quality or durability guarantee. The SERVICES shall be rendered with due commercial care without any specific undertaking regarding success.

(5) Statements concerning the object of performance are only independent guarantee promises, quality or durability guarantees in the legal sense if they are made in writing by authorized representatives of Geutebrück Gemini Solutions and are expressly and literally described as an "independent guarantee" or "durability" or "quality guarantee".

§ 2 Conclusion of contract

(1) Offers shall be non-binding. The technical documents and drawings attached to the offers shall be non-binding and shall be deemed to have been accepted only through written confirmation of order.

(2) The agreement is formed only through our written confirmation of order. The scope of delivery shall also be determined by such confirmation of order.

(3) Side agreements must be confirmed by us in writing to be effective.

(4) We retain title and all copyrights to the pictures, drawings, calculations and other documents which can be protected by copyright and are prepared by us, even if such documents are delivered to the orderer - for whatever reason - ; they must be returned if so requested and must not be made accessible to any third party without our written consent. Duplications and copies are not allowed.

(5) The right to deviate from specifications made in prospectuses, catalogues, price lists and other documents belonging to the offer is expressly reserved, to the extent that such deviations are provably caused by technical requirements and do not severely impair the function of the goods being offered, unless the specifications are expressly referred to as binding in our confirmation of order. Also if delivery is made free destination.

§ 3 Delivery; force majeure; transfer of risk

(1) Unless otherwise explicitly stated in the order confirmation, delivery shall be FCA Geutebrück Gemini Solutions acc to Incoterms 2020.

(2) The delivery times and costs mentioned in the order confirmation of Geutebrück Gemini Solutions shall take precedence.

(3) As long as Geutebrück Gemini Solutions is not responsible for a delay in delivery, e.g. due to an unforeseeable, extraordinary event which Geutebrück Gemini Solutions cannot avert even with reasonable care (especially in the case of natural disasters, epidemics, pandemics, lockdowns, quarantine and travel restrictions, disruptions to the power supply or operations, official intervention, strike or other cases of force majeure) and as long as Geutebrück Gemini Solutions is prevented from fulfilling its obligations, the agreed delivery times shall be extended by the duration of the hindrance and also by a reasonable start-up time after the hindrance has ceased to exist. If, in these cases of force majeure, it becomes impossible for Geutebrück Gemini Solutions to provide services, Geutebrück Gemini Solutions shall be released from its contractual obligations.

(4) Geutebrück Gemini Solutions is entitled to make partial deliveries.

§ 4 Granting of rights

Geutebrück Gemini Solutions shall grant the customer a simple (non-exclusive), transferable, permanent right to use the SOFTWARE within the scope of the agreed contract purpose, limited to the countries/regions specified in the order confirmation. The customer is not entitled to issue sublicenses.

§ 5 Remuneration, terms of payment, retention of title

- (1) The customer is obliged to pay the agreed remuneration.
- (2) All prices include standard packaging, plus the statutory sales tax (Value Added Tax) applicable at the time.
- (3) Unless otherwise stipulated in the order confirmation, the agreed amount is due for payment upfront delivery. Receipt of the payment amount by Geutebrück Gemini Solutions shall determine compliance with the deadline. In case of delay in payment in full, Geutebrück Gemini Solutions reserves the right to cancel the order/delivery.
- (4) Geutebrück Gemini Solutions reserves the right of ownership of the delivered PURCHASE ITEM and of any application descriptions provided in printed form until complete payment of the agreed remuneration and all other claims existing now or in the future against the customer (including all balance claims from current accounts) resulting from the purchase. In case of seizure of the PURCHASE ITEM by third parties or other interventions of third parties, the customer shall draw attention to the ownership of Geutebrück Gemini Solutions and shall inform Geutebrück Gemini Solutions immediately in writing so that Geutebrück Gemini Solutions can enforce its property rights.

§ 6 Duties of the customer

- (1) If no services for assembly and installation of the hardware/software system by Geutebrück Gemini Solutions have been ordered by the customer and confirmed with the confirmation of order, the customer shall install the PURCHASE ITEM independently according to the assembly and installation instructions contained in the documentation (see § 1(3)).
- (2) The customer shall observe the instructions for the operation of the HARDWARE and the SOFTWARE contained in the user documentation.
- (3) The customer shall inspect the PURCHASE ITEM immediately on receipt and shall give written notice of defects immediately after their discovery.
- (4) Unless Geutebrück Gemini Solutions has explicitly taken responsibility for backing up data for the customer, the customer is obliged to back up his data regularly with due commercial care and Geutebrück Gemini Solutions shall not be liable for data corruption or data loss due to any reason. In particular, the customer shall carry out a complete data backup of all system and application data immediately before each installation of SOFTWARE and/or other intervention by Geutebrück Gemini Solutions or by third parties commissioned by Geutebrück Gemini Solutions. The data backups must be stored in such a way that the backed-up data can be restored at any time.

§ 7 Material defects

(1) The statutory provisions shall apply to rights and claims in the event of material defects, unless otherwise regulated in the following provisions in this § 8 and in § 10.

(2) A material defect shall be deemed to exist if the PURCHASE ITEM does not have the agreed quality pursuant to § 1(4). Claims for defects shall not be met in the event of an insignificant deviation from the agreed or assumed quality and in the event of only insignificant impairment of usability. In the case of update, upgrade and new version deliveries, claims for defects are limited to the new features of the update, upgrade or new version delivery compared to the previous version.

(3) Notification of defects shall be provided in text form by means of a comprehensible description of the symptoms of the fault, as far as possible proven by written records, hard copies or other documents illustrating the defects. The notification of defects should enable reproduction of the defect. Statutory obligations of the customer to examine and provide notice of defects remain unaffected.

(4) In case of defects, Geutebrück Gemini Solutions shall provide supplementary performance either by remedying the defect (rectification of defects) or by delivering a defect-free item (new delivery) at its discretion.

(5) In case of material defects in the SOFTWARE, Geutebrück Gemini Solutions may provide supplementary performance by delivery of a bug fix, patch, update or new major release of the SOFTWARE.

(6) Geutebrück Gemini Solutions may at its discretion explain to the customer temporary workaround options and to eliminate the defect at a later date by delivering the next release of the SOFTWARE, provided that this is reasonable for the customer. If Geutebrück Gemini Solutions makes use of this right, this has to be taken into account when determining the appropriateness of the period for supplementary performance (para. 8).

(7) In case of material defects in the HARDWARE, the customer is obliged to send the HARDWARE to Geutebrück Gemini Solutions free of charge. The return of the exchanged or repaired PRODUCTS by Geutebrück Gemini Solutions is carried out according to § 7(4) of these Terms & Conditions. Also in all other respects, Geutebrück Gemini Solutions is not obliged to install or set up the hardware/software system or to bear the costs incurred by removal of the defective item, transport and installation of the item delivered as a replacement or access to the SOFTWARE made available for download in the context of the delivery of a defect-free PURCHASE ITEM. This applies even if Geutebrück Gemini Solutions provides these services once or repeatedly free of charge. The provision of services free of charge does not constitute a waiver of future claims for these costs.

(8) The customer shall follow the instructions given by Geutebrück Gemini Solutions by phone, in writing or electronically. Geutebrück Gemini Solutions may give the customer such instructions, especially with regard to the installation of patches, bug fixes, updates or new major releases of the SOFTWARE provided for the purpose of supplementary performance and to explain temporary workarounds.

(9) If the customer sets Geutebrück Gemini Solutions a reasonable period for supplementary performance and if the supplementary performance fails within this period, the customer has the further right to reduce the purchase price (as mutually agreed between the Parties herein) or to withdraw from the contract at his discretion. The sole remedy of the customer in case of defect in PURCHASE ITEM will be as stated in this section (section 8) and shall only be entitled to withdraw from the contract and to claim damages instead of the entire performance in the event of failure of

rectification after the second attempt. The setting of a grace period, the declaration of withdrawal and the pursuit of compensation for damages in place of performance must be made in writing to be effective. A rectification of defects shall be deemed to have failed after the second unsuccessful attempt, unless something else emerges, in particular from the nature of the item or the defect or other circumstances.

(10) If it turns out during a fault analysis in connection with defects reported by the customer that claims or rights of the customer do not exist on the basis of defects, Geutebrück Gemini Solutions is entitled to charge the customer for the expenses incurred during the fault analysis according to the current price list of Geutebrück Gemini Solutions, provided that the customer was at least negligent in not realizing that the cause of the defect about which the complaint was made lies within his own sphere of responsibility.

(11) The warranty of Geutebrück Gemini Solutions is excluded if modifications or changes to the PURCHASE ITEM have been made by the customer or by commissioned third parties, unless the customer proves that the defects have not been caused by this.

(12) Any claims of the customer due to a defect shall expire after the expiry of the warranty period. The expiry period shall commence with delivery of the PURCHASE ITEM.

(13) For the provision of a new major release, the expiry periods of paragraph 11 shall apply accordingly. The expiry periods for claims due to defects in the HARDWARE remain unaffected by this and shall in particular not be restarted or extended by the provision of new releases.

§ 8 Defects of title

(1) The statutory provisions shall apply to the rights and claims of the customer in the event of defects of title, unless otherwise regulated in the following provisions in this § 9 and in § 10.

(2) The PURCHASE ITEM delivered or handed over by Geutebrück Gemini Solutions is not subject to any third party rights which prevent contractual use. This does not apply to customary retention of title. A defect of title exists if the customer is not effectively granted the rights necessary for contractual use of the PURCHASE ITEM.

(3) If a third party claims the infringement of property rights by the SOFTWARE against the customer, the customer shall

- (i) immediately inform Geutebrück Gemini Solutions in writing,
- (ii) authorize Geutebrück Gemini Solutions to conduct the legal dispute and settlement negotiations with the third party at its own expense and as far as possible on its own and to perform legal acts only with the consent of Geutebrück Gemini Solutions and
- (iii) provide Geutebrück Gemini Solutions with all reasonable assistance and provide GEUTEBRÜCK with the necessary information and documents available to the customer and with the necessary authorizations.

(4) In the event that the rights of a third party are violated by the PURCHASE ITEM, GEUTEBRÜCK shall, at its discretion, provide supplementary performance in that Geutebrück Gemini Solutions

- (i) shall modify the PURCHASE ITEM in such a way that – with the same performance – it no longer infringes the law and the contractual scope of functions is retained for the customer, or
- (ii) shall acquire for the Customer a right of use sufficient for the purposes of the contract to continue using the PURCHASE ITEM, or

(iii) shall replace the PURCHASE ITEM with other hardware / software which is equivalent to the PURCHASE ITEM with regard to the agreed quality, provides corresponding performance and does not result in significant disadvantages for the customer, or

(iv) shall deliver a new major release, the contractual use of which does not infringe any third-party property rights, which contains the same scope of functions as the previous version, and the adoption of which is reasonable for the customer and does not lead to significant disadvantages.

§ 9 Limitations of liability

(1) Geutebrück Gemini Solutions is liable – for whatever legal reason – for claims for damages or claims for compensation for futile expenses according to the following provisions in paragraphs 2 to 7.

(2) Geutebrück Gemini Solutions is liable up to a maximum limit of the value of the contract (with the exception of damages resulting from loss of life, physical injury or damage to health,) for damages caused by intent or gross negligence and for damages falling within the scope of protection of a warranty, quality or durability guarantee given by Geutebrück Gemini Solutions, unless otherwise stated in the respective guarantee agreement.

(3) For damages other than those specified in para. 2, the maximum limit of compensation in law or tort shall not exceed USD 5,000.

(6) Geutebrück Gemini Solutions shall not be liable for any consequential, indirect loss, damage, cost or expenses of any kind, whatever and however caused whether arising under contract, tort (including negligence) or otherwise, even if it was advised of their possibility.

(7) Liability under the Product Liability Act remains unaffected.

(8) The above limitations of liability also apply with regard to the personal liability of employees, vicarious agents, legal representatives and organs of Geutebrück Gemini Solutions.

§ 10 Return of PURCHASE ITEMS for credit notes

(1) Geutebrück Gemini Solutions offers its customers the option to return PURCHASE ITEMS from the standard range according to the current price list in return for a credit note within one month of receipt of the respective PURCHASE ITEM.

(2) For each PURCHASE ITEM returned for a credit note, Geutebrück Gemini Solutions shall charge a handling fee of 10% of the sales price paid by the customer, but at least USD 50.

(3) PURCHASE ITEMS returned for credit notes shall be checked by Geutebrück Gemini Solutions for possible damage or defects. If any damage or defects are identified, Geutebrück Gemini Solutions reserves the right to refuse to accept the return of goods for credit notes or to charge the customer for any repair costs incurred.

(4) The return of PURCHASE ITEMS for credit notes must in any case be free of customs duty.

§ 11 Cancellation of orders

Orders for PURCHASE ITEMS from the standard range according to the current price list of Geutebrück Gemini Solutions may be cancelled by customers free of charge up to the 3rd day after the order confirmation, provided that the PURCHASE ITEMS included in the order have not yet been shipped.

§ 12 Export / import regulations

(1) The customer is obliged to clarify and comply with the export and import regulations applicable to the PURCHASE ITEM, which may result from the Dual-Use Regulation of the EU (Council Regulation (EC) No. 428/2009 of 5 May 2009) or other legal regulations or other provisions under public law relevant to the customer, on his own responsibility.

(2) By placing an order, the customer warrants that it will not export, re-export or transfer the PURCHASE ITEM, directly or indirectly, in violation of export or import regulations. The contracting parties shall support each other in respect of observance of export/import regulations.

§ 13 Set-off, right of retention

(1) The customer may only offset against claims of Geutebrück Gemini Solutions with counterclaims that are undisputed, legally binding or ready for decision.

(2) The customer shall be entitled to exercise a right of retention only to the extent that the counterclaim on which the customer bases the right of retention is undisputed, legally established or ready for decision and is based on the same contractual relationship.

§ 14 Temporal validity of these Online Terms & Conditions; amendments

(1) These Terms & Conditions are valid, even without further reference to their inclusion, for future purchases of the customer via the website of Geutebrück Gemini Solutions until they are replaced by a new version.

(2) Geutebrück Gemini Solutions is entitled to amend these Terms & Conditions for future purchases of the customer at any time. The amendments shall become effective on their inclusion, replace the respective preceding version and, after their inclusion, shall apply to all future system purchases of the customer in accordance with paragraph 1 of this § 15.

§ 15 Storage option / contract text / customer data

(1) The customer can view these Terms & Conditions and the further conditions referred to herein on the website www.ggsindia.in/ under "General Terms & Conditions". He may also print or save this document by using the usual function of his internet browser. He can also download and archive this document as a PDF file.

§ 16 Copyright and industrial property rights

All image rights, copyrights and other industrial property rights to the contents of the Geutebrück Gemini Solutions website, including texts, images, graphics, videos, music, trademarks, logos and other company trademarks and the PURCHASE ITEMS sold there are owned by Geutebrück

Gemini Solutions or its partners/affiliates or sister concerns. Any use without prior express approval by Geutebrück Gemini Solutions is prohibited.

§ 17 Information about data processing

(1) Geutebrück Gemini Solutions collects customer data in the context of the execution of contracts. Without the customer's consent, Geutebrück Gemini Solutions shall only collect, process or use personal data of the customer as far as this is necessary for the conclusion and execution of the contractual relationship and for the use of telemedia.

(2) For the delivery of the PURCHASE ITEM ordered by the customer, Geutebrück Gemini Solutions shall pass on – as far as is necessary – the customer's data to the appointed shipping company as far as they are needed for delivery.

§ 18 Final provisions

(1) All agreements between the parties to the contract concerning the purchase item are contained in these Terms & Conditions and the order confirmation. No further agreements exist. General Terms & Conditions of the customer shall not apply. The present Terms & Conditions are also exclusively valid if Geutebrück Gemini Solutions carries out the delivery without reservation in knowledge of conflicting or deviating conditions.

(2) Individual agreements made with the customer in specific cases (including collateral agreements, supplements and amendments and in conjunction with § 2 (3)) shall in any case take precedence over these Terms & Conditions. For the content of such agreements a written contract or a written confirmation by Geutebrück Gemini Solutions is definitive, subject to proof to the contrary.

(3) If the customer is an entrepreneur, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for any disputes arising from or in connection with this contract shall be the registered office of Geutebrück Gemini Solutions. However, Geutebrück Gemini Solutions is also entitled to take legal action against the customer at his general place of jurisdiction.

(4) This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

(i) The Courts in Delhi, India shall have the exclusive jurisdiction in respect of all matters arising out of this Agreement.

(5) Should a provision of these Terms & Conditions be invalid, the validity of the remaining provisions of these Terms & Conditions shall not be affected if it can be assumed that the parties to the contract would have concluded the contract nevertheless. In place of the invalid Terms & Conditions, the contracting parties will jointly define a condition that comes closest to the original condition and meets the legal requirements

(6) These Terms & Conditions shall be construed as a valid contract executed between the Customer and Geutebrück Gemini Solutions and the Customer shall not assign its rights or obligations under this Terms & Conditions to a third party without the specific approval of Geutebrück Gemini Solutions.

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