

Terms of order and delivery for system purchases and system-related services

1. Formation of the contract

The contract between the provider and the customer is concluded with the sending of an order confirmation by the provider or with fulfillment.

2. Delivery dates

Specified delivery dates are non-binding. The customer shall set the supplier a reasonable deadline for performance before the delay occurs.

3. Transfer of risk

The price and performance risk shall pass to the customer upon handover of the goods to the shipping partner selected by the provider (Schickschuld). In the case of returns, the customer bears the costs and the risk of accidental loss or accidental deterioration of the goods until they are handed over to the provider (obligation to deliver).

4. Commercial duty to give notice of defects

The customer is obliged to inspect the delivered goods immediately and to notify the supplier in writing of any visible defects.

5. Invoicing

Invoicing shall take place upon delivery or performance of services. Terms of payment shall be specified in the invoice document. If no indication is made, the amount is due immediately without deductions. Unauthorized discount deductions will be claimed subsequently.

6. Payment and default

All payments of the purchaser are to be made in EURO to the specified current account of the supplier, unless otherwise agreed. If the due date is exceeded, the provider is entitled to charge interest on the due date in the amount of debit interest customary in banking business.

7. Retention of title

The delivered goods are reserved goods and remain the property of the provider until full payment of all claims arising from the contract. If the buyer does not fulfill his contractual obligations, the provider is entitled to withdraw from the contract and to demand the return of the delivered item.

8. Warranty and compensation

The warranty of the supplier within the framework of a purchase contract is 1 year from the transfer of risk. Warranty Claims for damages of the buyer against the provider are excluded regardless of the type of contract, unless there is intent or gross negligence of the provider. In addition, the

Exclusion not for defects of title, for injury to life, body and health, as well as for the case that a guarantee of quality has been assumed.

9. Use of the software

The software can be used on systems that are within the system requirements. Installation or functional problems on individual computers do not constitute a software defect, provided that the software can be installed or executed without errors on a comparable test computer.

10. Software license

The buyer receives a personal license key for the activation of the software, which is not transferable. In case of sale or transfer of the software to a third party, all own copies of the software must be uninstalled. The user may not make any changes to the software or decompile it.

11. Service

As part of a system purchase, a service contract must be concluded in the tariff of choice with a minimum term of 24 months. This is automatically extended by a further 12 months if not cancelled in writing by one party at least 2 months before the end of the contract. Service by the provider takes place during business hours. There is no service on Luxembourg public holidays and on company closing days.

12. Place of jurisdiction, applicable law

This and all other contracts between the Provider and the Customer shall be governed by the laws of the Grand Duchy of Luxembourg, to the exclusion of international private law, unless otherwise prescribed by mandatory law.

13. Defense clause

Deviating general terms and conditions of the customer are rejected.

14. Severability clause

Should any provision of this contract be or become invalid in whole or in part, or should the contract contain a loophole, this shall not affect the legal validity of the remaining provisions.

**SportMed SA -
Headquarters**
46, route de
Wasserbillig L-6490
Echternach Luxembourg

SportMed SA - Sales Office
91, Esplanade de la
Moselle L-6637
Wasserbillig Luxembourg