



PRODUCT APPENDIX A: HARDWARE

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1. Delivery of Hardware.

- 1.1. Unless otherwise agreed in writing, we deliver according to Incoterms 2010 EXW.
- 1.2. We retain title to the delivered items until full payment of all claims arising from the delivery contract. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the object of sale if the customer acts in breach of contract.
- 1.3. As long as ownership has not yet passed to the customer, the customer is obliged to treat the purchased item with care. In particular, he shall be obliged to insure the object of sale adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet been transferred, the customer must notify us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of a lawsuit in accordance with § 771 ZPO (German Code of Civil Procedure), the customer shall be liable for the loss incurred by us.
- 1.4. The customer is entitled to resell the reserved goods in the normal course of business. The customer hereby assigns to us the customer's claims against the purchaser arising from the resale of the goods subject to retention of title in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the purchased goods have been resold without or after processing. The customer shall remain entitled to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we will not collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or there is no cessation of payments.
- 1.5. The processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. In this case, the customer's expectant right to the object of sale shall continue in the transformed object. If the object of sale



is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers co-ownership to us on a pro rata basis and keeps the sole ownership or co-ownership thus created for us. In order to secure our claims against the purchaser, the purchaser also assigns to us such claims as accrue to him against a third party as a result of the combination of the reserved goods with a piece of real estate; we already accept this assignment now.

- 1.6. We undertake to release the securities to which we are entitled at the customer's request to the extent that their value exceeds the claims to be secured by more than 20 %; the choice of the securities to be released is ours.

2. Warranty of hardware.

- 2.1. The buyer's warranty rights presuppose that he has duly fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).
- 2.2. Warranty claims shall become statute-barred 12 months after delivery of the goods supplied by us to our customer. The statutory limitation period shall apply to claims for damages in cases of intent and gross negligence as well as in cases of injury to life, limb and health which are based on an intentional or negligent breach of duty by the user. Insofar as the law prescribes longer periods in accordance with § 438 para. 1 no. 2 BGB (buildings and items for buildings), § 445 b BGB (right of recourse) and § 634a para. 1 no. 2 BGB (buildings and items for buildings) 1 BGB (construction defects), these periods shall apply. Our consent must be obtained prior to any return of the goods.
- 2.3. If, despite all due care, the delivered goods have a defect which was already present at the time of the transfer of risk, we shall, at our discretion, either repair the goods or supply replacement goods, subject to timely notification of defects. We must always be given the opportunity to remedy the defect within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above provision without restriction.
- 2.4. If the supplementary performance fails, the customer may - irrespective of any claims for damages - withdraw from the contract or reduce the remuneration.
- 2.5. Claims for defects shall not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or as a result of particular external influences which are not assumed under the contract. If the purchaser or



third parties carry out improper repair work or modifications, there shall also be no claims for defects for these and the resulting consequences.

- 2.6. claims of the purchaser for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a place other than the purchaser's branch office, unless the transfer is in accordance with their intended use.
- 2.7. The Purchaser's right of recourse against us shall only exist insofar as the Purchaser has not entered into any agreements with its customer which exceed the legally permissible claims for defects. Furthermore, this paragraph shall apply accordingly to the scope of the Purchaser's right of recourse against the Supplier.