

General Terms and Conditions of ENAiK00N GmbH (GTC)

1. Scope of Application, Definitions

- a. These General Terms and Conditions ("GTC") apply to all contracts between ENAiK00N GmbH, Scheelestraße 1a, 59929 Brilon, registered with the Commercial Register of the Local Court of Arnsberg under HRB 15208 (hereinafter referred to as "ENAiK00N"), and its contractual partners (hereinafter referred to as "Customers"), in particular to the purchase of hardware and software products as well as the use of services provided by ENAiK00N.
- b. The product and service offering of ENAiK00N is addressed to both consumers and business customers. However, products distributed via the websites enaikoon.com and enaikoon.de are offered exclusively to business customers.
- c. For the purposes of these GTC:
 - a "consumer" is any natural person who enters into the contract for purposes that are outside his or her trade, business or profession (Section 13 German Civil Code – BGB); and
 - a "business customer" means any natural or legal person, or a partnership with legal capacity, who, when entering into the contract, acts in the exercise of his or her trade, business or profession (Section 14(1) BGB).
- d. Contracts are concluded exclusively on the basis of these conditions. The Customer accepts these terms and conditions, even where they conflict in whole or in part with the Customer's own terms of business.

2. Formation and Termination of the Contract

- a. A contract with ENAiK00N shall only be concluded after confirmation in text form by ENAiK00N, which may be issued within 7 working days from submission of the offer. A declaration of acceptance after this period shall be deemed a new offer by ENAiK00N to the customer.
- b. Termination of a contract or withdrawal from a contract must be made in writing or by fax in order to be valid.

3. Right of Withdrawal

Consumers have a right of withdrawal of fourteen (14) days. Further information can be found in the ENAiK00N withdrawal policy.

4. Scope of Services

- a. Depending on the scope of the contract, ENAiK00N provides the following services:
 - (1) inViu pro, inViu web:
With these applications, the customer can monitor mobile objects, determine their positions, and print reports on historical movements of the mobile objects.
 - (2) ENAiK00N M2M-commserver:
ENAiK00N provides the customer with the ENAiK00N M2M-commserver, a platform that enables data exchange with mobile objects. The ENAiK00N M2M-commserver stores the transmitted data for a predefined period of time.
 - (3) ENAiK00N data-forwarder:
Data sent or received by the ENAiK00N M2M-commserver can be forwarded to a customer's server or received from there. This enables data exchange with other programs used by the customer (e.g. scheduling software, ERP software).
 - (4) ENAiK00N OSM-route:
With this application, the customer can display current and historical positions of their vehicles on a map.
 - (5) ENAiK00N can-66:
This application allows CAN bus data to be analysed. It can be used, among other things, to identify reasons for increased fuel consumption, engine problems, and engine maintenance cycles, and to optimise them.
 - (6) ENAiK00N staff-tracker:
Based on RFID technology, this application allows working times of mobile employees to be recorded and access to machines, rooms, etc. to be restricted to authorised persons.
 - (7) ENAiK00N limit-checker:
This application enables the monitoring of threshold values for machines and vehicles based on mileage, operating hours, or time-based events.
 - (8) ENAiK00N fuel-tracker:
This application makes it possible to detect the fuel tank level as well as changes in the tank volume, and to trigger an email alert in the event of significant changes.
 - (9) ENAiK00N tour-checker:
This application can be used to monitor compliance with predefined travel routes and send an email alert in the event of deviations.
 - (10) ENAiK00N messenger:
This application allows the reception of text messages via GPRS as well as the transmission of status texts and status reports between the ENAiK00N M2M-commserver and a display connected to an ENAiK00N telematics module. If the display is a navigation device, the calculated arrival time and remaining distance can also be transmitted to the ENAiK00N M2M-commserver.
 - (11) inViu touch, inViu routes:
This software, compatible with smartphones running the Android operating system, allows the recording of routes and the transmission of recorded data via GPRS to the ENAiK00N M2M-commserver.
- b. Some ENAiK00N tracking modules are technically capable of reading data via the vehicle's On-Board Diagnostics (OBD) system or CAN bus interface. If the customer wishes to use this option, they must ensure that the respective vehicle manufacturer permits the reading of such data and that the use of this data complies with the contractual terms agreed between the customer and the vehicle manufacturer. ENAiK00N does not guarantee that data can be read if technical safeguards implemented by manufacturers prevent this, if compatibility issues arise, or if damage occurs as a result. ENAiK00N's liability under section 8 remains unaffected.
- c. ENAiK00N provides the services listed in section 4a only in exchange for the contractually agreed usage fees.
- d. If ENAiK00N provides the customer—whether entrepreneur or consumer—with a SIM card from a third-party provider, additional fees will be charged for the use of this SIM card, in addition to ENAiK00N's service fees. In this case, the customer must arrange activation of the SIM card directly with the respective mobile network operator. The contract for mobile communication services is concluded directly between the mobile operator and the customer. The prices and terms agreed between the customer and the third-party provider apply. ENAiK00N notes that additional charges (e.g. roaming charges) may apply for use outside the contractually agreed countries. These costs must be borne by the customer.
- e. If ENAiK00N provides the customer with an ENAiK00N SIM card in addition to the services listed in section 4a, the provisions in section 12 apply in addition to the other terms of these GTC.
- f. ENAiK00N may provide certain services listed in section 4a free of charge to consumers with the purchase of a tracking device for a period of six (6) months, if expressly agreed. During this period, the customer only incurs the costs of using the SIM card. After this period, the customer may agree with ENAiK00N to continue using the respective service for a fee.
- g. ENAiK00N may offer the customer additional services. There is no obligation to do so. Additional services are subject to separate agreements with their own service descriptions and price lists, which are made transparent to the customer. The termination or invalidity of the additional service contract does not affect the basic service contract.
- h. ENAiK00N is not responsible for the transmission and further processing of data. Depending on how the data/images are transmitted or processed (e.g. via SMS, MMS, email, or radio), third parties may be involved in the process. ENAiK00N assumes no liability for this transmission path.
- i. ENAiK00N grants the user a non-exclusive, non-transferable, and non-sublicensable right, limited to the duration of the contract and to the user's computer workstation or mobile device, to use the software online, including all necessary reproductions. The customer is not permitted to decompile ENAiK00N's software products.
- j. ENAiK00N is not obliged to host its services on its own servers and may use third-party providers.

5. Payment of the Agreed Fees / Default / Prohibition of Set-Off

- a. Deliveries are made against advance payment. In principle, invoice amounts are due 10 days after the date of invoice, except where recurring invoices specify different payment terms.
- b. The customer may choose to pay the invoice amount by bank transfer or to grant ENAiK00N a SEPA direct debit mandate.
- c. If the customer has granted a SEPA direct debit mandate, ENAiK00N will collect the fee from the specified account. The collection will take place 10 days after the invoice date. The pre-notification period is accordingly shortened. For recurring invoices, the customer will be informed of the amount and the collection date. The customer undertakes to ensure sufficient funds are available in the account. Costs arising from failed collections or chargebacks shall be borne by the customer, unless the customer is not responsible for the failure or chargeback.
- d. If the customer defaults on payment of their usage fees for one quarter, ENAiK00N is entitled, 31 days after the due date of the quarterly payment, to suspend its services, in particular by blocking access. Suspending services has the effect that during this period no data collection or processing by ENAiK00N will take place, and such data cannot be retrieved retrospectively once the default has been remedied. If the customer is an entrepreneur, they shall bear the reconnection costs of €14 per mobile device for reactivation and, in addition, ENAiK00N is entitled to charge a handling fee of €3.00 per reminder. ENAiK00N will explicitly point out these consequences of default in its first reminder. The customer is entitled to prove that no damage has been incurred or that the damage is significantly lower than the flat-rate charges.
- e. The customer may only set off claims against ENAiK00N with counterclaims arising from warranty claims against ENAiK00N, or with undisputed or legally established claims. A right of retention pursuant to § 273 BGB may only be exercised by the customer in respect of such claims with which set-off is permissible under sentence 1.

6. Shipping, Insurance, and Transfer of Risk

- a. Unless expressly agreed otherwise, ENAIK00N shall determine the appropriate method of shipping and the transport company at its reasonable discretion.
- b. ENAIK00N is only obliged to deliver the goods on time and properly to the transport company and is not responsible for delays caused by the transport company.
- c. If the customer is a consumer, the risk of accidental loss, accidental damage, or accidental deterioration of the delivered goods passes to the customer at the time the goods are delivered to the customer or the customer is in default of acceptance. In all other cases, the risk shall pass to the customer upon delivery of the goods to the transport company.
- d. Subject to the provision in Section 6 e., the customer shall bear any shipping and cash-on-delivery costs, unless expressly agreed otherwise.
- e. If the customer is a consumer and exercises their statutory right of withdrawal, they shall bear the regular cost of returning the goods if the goods delivered correspond to the goods ordered and if the price of the goods to be returned does not exceed €40, or if, in the case of a higher-priced item, the customer has not yet provided consideration or a contractually agreed partial payment at the time of withdrawal. Otherwise, the return shall be free of charge for the customer.

7. Retention of Title

- a. ENAIK00N retains ownership of the delivered goods until full payment of the purchase price (including VAT and shipping costs) for the respective goods has been made.
- b. The customer is not entitled, without prior written consent, to resell goods delivered by ENAIK00N that are subject to retention of title. In the event that ENAIK00N consents to the resale, the customer hereby assigns to ENAIK00N, in advance, any claims arising from such resale up to the amount of the purchase price owed to ENAIK00N plus a 20% surcharge. ENAIK00N hereby authorises the customer to collect the assigned claims in the ordinary course of business, provided that ENAIK00N may revoke this authorisation at any time in the event of the customer's default in payment.

8. Liability

- a. ENAIK00N's liability is excluded unless otherwise provided in the following provisions.
- b. The exclusion of liability under (a) does not apply to damages caused by the culpable breach of a material contractual obligation in a manner that endangers the achievement of the purpose of the contract. Material contractual obligations are those duties whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely. In such cases, liability is limited to the typical contractual damage that could reasonably have been foreseen by either party at the time, given the circumstances known.
- c. The exclusion of liability under (a) further does not apply to damages arising from injury to life, body, or health caused by a negligent breach of duty by ENAIK00N or its legal representatives or vicarious agents.
- d. The exclusion of liability under (a) does not apply to damages caused by intentional or grossly negligent breaches of duty by ENAIK00N or its legal representatives or vicarious agents.
- e. The exclusion of liability under (a) does not apply to claims under the German Product Liability Act.
- f. Where ENAIK00N's liability is excluded or limited, this also applies to the liability of ENAIK00N's legal representatives, employees, and vicarious agents.
- g. Insofar as ENAIK00N has provided a guarantee regarding the quality or durability of the goods it has delivered, the content of such guarantee shall remain unaffected by the above limitations of liability.

9. Warranty for Defects in Sales, Guarantee

- a. If the customer is a consumer, ENAIK00N shall be liable – subject to the provisions of section 8 – for material defects in accordance with the statutory provisions, in particular §§ 434 et seq. of the German Civil Code (BGB).
- b. If the customer is an entrepreneur, the following shall apply:
 - (1) The customer must inspect the goods received. Obvious defects must be reported in writing within 14 calendar days of receipt of the delivery. Hidden defects must be reported within 14 calendar days of discovery. The customer must prove the date of discovery in case of dispute. If the customer fails to comply with this duty of notification, warranty claims in relation to the defect concerned are excluded.
 - (1) If the customer demands subsequent performance, ENAIK00N may, at its discretion, remedy the defect or deliver a defect-free replacement. In the case of replacement delivery, ENAIK00N shall supply a defect-free item within 14 days. If both forms of subsequent performance are only possible at disproportionate cost, ENAIK00N may refuse subsequent performance notwithstanding § 275 BGB (impossibility of performance). If subsequent performance fails, the customer may, at its discretion, reduce the price or withdraw from the contract; claims for damages – to which the limitation of liability under section 8 of these Terms and Conditions applies – remain unaffected. In the case of a justified demand for subsequent performance, ENAIK00N shall bear the necessary expenses for subsequent performance. This does not include the costs of removing the defective item and installing the replacement. These costs shall be borne by the customer.
 - (2) Warranty claims for material defects shall expire one year after delivery of the item.
 - (3) In the case of a justified demand for subsequent performance by the entrepreneur, ENAIK00N shall also bear the necessary shipping and cash-on-delivery costs. The customer must choose a usual and reasonable method of transport. If the costs exceed the normal costs for such transport and a cheaper transport option would have been reasonable for the customer, the customer shall bear the difference.
 - (4) If ENAIK00N's inspection shows that no defect existed and the demand for subsequent performance was therefore unjustified, the customer is obliged to pay ENAIK00N a flat fee of EUR 40.00 for the expenses incurred through the inspection. The customer may provide evidence that no expense was incurred or that the expense was lower. This flat fee shall not affect ENAIK00N's right to remuneration for repairs ordered by the customer which are not due to a defect.
 - (5) Section 9 b. (5) shall apply accordingly if the customer returns goods after expiry of the warranty period and ENAIK00N's inspection shows that the goods are not defective. If the goods are defective, in addition to the flat fee a separate remuneration for the repair shall be agreed.
- c. If the customer is a dealer/reseller who sells ENAIK00N products to end customers, the following applies in addition to b.:
 - (2) The dealer must enter into an agreement with its customers, insofar as they are entrepreneurs, corresponding to the above section b.
 - (3) If the dealer assigns warranty claims to a customer or undertakes to do so, the dealer must notify ENAIK00N of this in writing without delay.
 - (4) As ENAIK00N, as the manufacturer, has superior technical expertise in remedying material defects, the dealer is obliged, if a customer asserts warranty claims against it, to inform ENAIK00N immediately. At ENAIK00N's request, the dealer must ask its customer to contact ENAIK00N directly. Irrespective of this, the dealer must carry out defect rectification in accordance with ENAIK00N's instructions; ENAIK00N may also carry out the rectification itself.
- d. A guarantee for the goods supplied by ENAIK00N shall only exist if this has been expressly stated in the order confirmation for the respective item.

10. Warranty for ENAIK00N Services, Availability, Performance, Browser

- a. ENAIK00N strives to ensure the highest possible availability of its services. This obligation shall be deemed fulfilled if the user is able to use the services with an average monthly availability (30 days) of 98%. To maintain availability, ENAIK00N is entitled to carry out regular maintenance and service activities. In doing so, ENAIK00N may temporarily interrupt the operation of the servers, for a maximum of 24 hours, without this constituting a service disruption. ENAIK00N will inform the customer in advance, where possible. In the event of technical or other problems outside ENAIK00N's control, particularly those caused by third parties such as the relevant mobile network provider or satellite operator (force majeure, third-party fault, mobile network outage, satellite transmission failure, etc.), the customer may commission ENAIK00N to take measures (identifying the cause, initiating substitute measures, etc.) to resume operations quickly. If the customer is an entrepreneur, they shall reimburse ENAIK00N a flat fee of EUR 180.00 for this. The customer is free to prove that no costs were incurred or that they were significantly lower than the flat fee.
- b. Liability for damages without fault for defects already existing at the time of conclusion of the contract (§ 536a BGB) is excluded.
- c. Defects and disruptions in the availability of the services must be reported to ENAIK00N without delay, but no later than within two weeks of becoming aware of them. ENAIK00N shall not be liable for non-use of the services for the period during which the customer fails to notify ENAIK00N of a disruption despite having knowledge of it or fails to return defective devices to ENAIK00N, where the customer is responsible for such failure.
- d. ENAIK00N is not liable for the availability of the GPS system required for tracking. ENAIK00N points out that it is currently uncertain whether the next generation of satellites will be available in time before the current satellites reach the end of their lifespan, which may lead to temporary gaps in tracking.
- e. ENAIK00N is not liable for the permanent availability of the GPRS service required for data transmission. ENAIK00N points out that it is possible that network operators may discontinue the service in the future. In this case, ENAIK00N hardware will no longer be able to transmit data, meaning ENAIK00N software may also no longer be usable.
- f. ENAIK00N applications are compatible with the current versions of common internet browsers and operating systems. Special compatibility requirements, e.g. functionality within a specific software environment or with internet browsers and operating systems that do not reflect the current state of the art, are – unless expressly agreed – not owed by ENAIK00N. Accordingly, deviations in this respect cannot be considered defects by the customer.

11. Obligations of the Customer, Suspension of Services or Deliveries

- a. The customer guarantees that the address data provided by them is correct and complete. The customer shall immediately inform ENAIK00N of any changes to the data stored with ENAIK00N.
- b. The customer is aware that their monitoring modules – depending on their intended use – may transmit data that is potentially protected under data protection laws and that such data may not be used to monitor third parties. In the event of data processing that is unlawful under data protection law, the customer must cease data transmission or have the manufacturer modify the modules accordingly. ENAIK00N points out that location data may only be used or disclosed to third parties with the consent of the individual whose position is concerned or can be inferred. The customer undertakes to ensure compliance with this provision and with data protection laws. ENAIK00N shall not be liable for misuse of the data resulting from the customer or a third party transmitting, using, or otherwise making such data accessible without the consent of the data subject. The customer must ensure that such data is not made accessible to unauthorised persons. They are obliged to keep the access data provided to them confidential from unauthorised third parties and to store it securely so that

unauthorised access is impossible. The personal password must be changed at regular intervals. Third parties who use the customer's internet connection with their knowledge and consent are not considered unauthorised.

- c. The customer must ensure that their use of ENAIK00N's services does not infringe the rights of third parties. This particularly applies to personal rights, copyright, neighbouring rights, industrial property rights, and competition law provisions.
- d. It is the customer's responsibility to ensure that only such data or data volumes are transmitted or displayed as are legally permissible. Depending on the monitoring module used and its intended purpose, more data may be transmitted for technical reasons than is legally permissible. The customer acknowledges this.
- e. If the customer uses the options offered by ENAIK00N to store data on ENAIK00N storage media, the following additional provisions apply:
 - (1) The customer grants ENAIK00N, for any copyright-protected data and content stored on the server, a non-exclusive, non-transferable right, limited geographically to the location of the server used and temporally to the duration of this contract, to reproduce the data and content without limitation insofar as is necessary to fulfil the contractual obligations. In particular, ENAIK00N may create backup copies restricted to the required scope.
 - (2) ENAIK00N accepts no responsibility for the content provided by the customer. ENAIK00N is under no obligation to check customer data and content for legality. Should the content stored by the customer on the contractual storage space infringe the law, ENAIK00N is entitled to delete such content immediately.
- f. The customer must notify ENAIK00N of faults and defects in the services provided, particularly faults in tracking services, without delay and must reasonably cooperate in their resolution.
- g. If the customer breaches their obligations under the contract, particularly under these Terms and Conditions, or violates statutory duties in this context, ENAIK00N may, after an unsuccessful warning with an appropriate grace period, suspend its services and block access. Any suspension caused by behaviour for which the customer is responsible does not release the customer from their obligation to pay the contractually agreed fees to ENAIK00N. Should ENAIK00N be held liable by third parties as a result of a culpable breach by the customer of the provisions under clauses 11 b., c., d., e. and/or f., the customer shall indemnify ENAIK00N against such third-party claims and reimburse ENAIK00N for the costs of appropriate legal defence and enforcement.

12. Use of ENAIK00N SIM Cards

- a. If ENAIK00N provides the customer with an ENAIK00N SIM card in addition to the services listed under 4.a., the following provisions under 12.b. to 12.j. shall additionally apply.
- b. ENAIK00N provides the customer with a SIM card, coded with an identification number (PIN) and an unlock code (PUK), for the duration of the contract to enable the use of ENAIK00N services. The SIM card may only be used for the purposes contractually agreed between the customer and ENAIK00N. The SIM card does not become the property of the customer and must be returned to ENAIK00N after termination of the contract, unless returning it would be unreasonable due to the specific installation of the tracking module (e.g. where the module is installed in an inaccessible location). If the customer fails to return the SIM card within 2 weeks after being requested by ENAIK00N, they must pay ENAIK00N a flat fee of EUR 19.90 for replacement procurement. The customer may prove that no costs were incurred at all or that they were significantly lower than the flat fee.
- c. The customer must keep the SIM card safe and protect it from harmful influences. Any visible defect or damage, as well as the loss or theft of the card, must be reported to ENAIK00N immediately, stating the card number. If the customer initially reports the loss or theft orally, this must be confirmed in writing without delay. In the case of loss through a criminal act by third parties (e.g. theft, embezzlement, etc.), the customer must also immediately report the incident to the police.
- d. In the event of loss, the customer shall receive a replacement SIM card. The associated costs are published at www.enaik00n.com and must be borne by the customer.
- e. If a code (e.g. PIN or PUK) is required to use a service, the customer is obliged to keep this code secret and not to make it accessible to unauthorised third parties. If, based on established facts, there is a suspicion of misuse by third parties, the customer must immediately change the code or – if the change can only be made by ENAIK00N – instruct ENAIK00N to make the change and inform ENAIK00N of the suspected misuse.
- f. If ENAIK00N services are used by unauthorised third parties via the SIM card, the customer shall be liable for all charges incurred until the time of notification to ENAIK00N, unless the customer is not responsible for the unauthorised use. The customer is also liable for any charges and damages incurred as a result of a delay in notifying ENAIK00N if such delay is attributable to the customer.
- g. The customer may only use ENAIK00N services in the countries contractually agreed. Further details can be found in the respective data sheets and service descriptions. If the customer uses ENAIK00N services in countries not contractually agreed, higher charges (e.g. roaming fees) may apply. These must be reimbursed by the customer to ENAIK00N. Details on country-specific pricing are available at www.enaik00n.com.
- h. The customer must raise objections to invoices in writing within 8 weeks of receiving the invoice.
- i. In the event of a dispute between the customer and ENAIK00N regarding whether ENAIK00N has fulfilled an obligation towards the customer under § 43a, 45 to 46 para. 2 and § 84 of the German Telecommunications Act (TKG) or under Regulation (EC) No. 717/2007 of the European Parliament and of the Council of 27 June 2007 on roaming on public mobile telephone networks within the Community and amending Directive 2002/21/EC (OJ EU No. L 171, p. 32), the customer may initiate an arbitration procedure before the Federal Network Agency.
- j. Where the customer allows a third party to use the ENAIK00N SIM card provided to them, they must inform the third party of the obligations under these Terms and Conditions.
- k. The provisions on warranty for defects in clause 9 also apply to SIM cards, in particular in cases where SIM cards are permanently built into ENAIK00N hardware and cannot be replaced.

13. Data Storage and Deletion

ENAIK00N stores the data transmitted and entered by the customer in the course of contract processing (e.g. location data) for the duration of the agreed contract term, unless the customer requests deletion beforehand. One month after termination of the contract, ENAIK00N deletes all existing data.

ENAIK00N points out that all data the customer wishes to continue using should be exported before this time. No separate reminder will be issued by ENAIK00N.

14. Privacy Protection

- a. ENAIK00N may process and store data relating to the respective contracts insofar as this is necessary for the execution and handling of the purchase contract and for as long as ENAIK00N is legally obliged to retain such data.
- b. ENAIK00N reserves the right to transmit the customer's personal data to credit agencies, insofar as this is necessary for the purpose of a credit check, provided that the customer has expressly consented to this in the individual case. Apart from this, ENAIK00N will not forward personal customer data to third parties without the customer's express consent, unless ENAIK00N is legally obliged to disclose the data.
- c. ENAIK00N is entitled to process and use its customers' master data insofar as this is necessary for customer advice, advertising, and market research for its own purposes, and for the demand-oriented design of its services. In doing so, ENAIK00N observes the legitimate interests of its customers. For advertising by e-mail, the following applies in addition: for direct marketing of its own products that are similar to the product purchased by the customer, ENAIK00N may use the e-mail address provided by the customer. The customer may object to any use of his or her data under clause 14.c. at any time. Upon request, ENAIK00N will at any time provide the customer with full and free information about the stored data, insofar as it concerns him or her.
- d. Further details on data processing when placing an order via ENAIK00N's websites can be found in ENAIK00N's privacy policy (<https://www.enaik00n.de/datenschutzerklaerung/>).

15. Exclusive Commercial Use of Certain Devices

All devices, with the exception of the ENAIK00N locate-19, are intended exclusively for commercial use. They are registered as so-called B2B devices, which are used solely in environments other than private households (§ 6 para. 3 sentence 2 ElektroG). The customer therefore undertakes neither to use these products for private purposes nor to make them available to third parties for private use, whether for consideration or free of charge. The customer also undertakes not to sell these products to employees or private individuals unless they can prove that the modules are used exclusively for commercial purposes.

If the customer breaches these obligations and is responsible for such breach, he or she is obliged to compensate ENAIK00N for any resulting damage.

16. Disposal of Waste Electrical and Electronic Equipment

- a. If the customer is an entrepreneur, they shall assume the obligation to properly dispose of the delivered devices at their own expense in accordance with statutory provisions once their use has ended. In doing so, the customer also releases ENAIK00N from its obligation under § 10 para. 2 ElektroG (manufacturer's take-back obligation) and from any related claims by third parties. The customer is required to contractually oblige any commercial third parties to whom they pass on the delivered devices to properly dispose of the devices at their own expense in accordance with statutory provisions, particularly those of the ElektroG, once their use has ended, and to impose a corresponding obligation to ensure further transfer in the event of renewed onward supply. Should the customer fail to contractually oblige third parties to assume the disposal obligation and the obligation to further transfer, the customer shall be obliged to take back the delivered devices after their use has ended and to properly dispose of them at their own expense in accordance with statutory provisions.
- b. If the customer is a consumer, ENAIK00N hereby informs the customer that such old devices may not be disposed of as unsorted municipal waste. They must be collected separately and disposed of through the local collection and return systems.

17. Amendments to the Terms and Conditions

ENAIK00N shall be entitled to amend these General Terms and Conditions, provided that the customer is notified of such amendments in writing no later than six weeks before they come into effect. The customer may object to the amendment within four weeks of receiving the notification; otherwise, the amendment shall be deemed accepted. ENAIK00N shall explicitly draw attention to this consequence in the notification.

18. Final Provisions

- a. Any amendments, supplements or partial or complete termination of the contract must be made in writing, including any amendment or cancellation of this written form requirement.
- b. For contracts concluded by ENAIK00N on the basis of these General Terms and Conditions, and for any claims arising therefrom of any kind, the law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- c. The place of performance and the exclusive place of jurisdiction for all disputes arising from contracts subject to these Terms and Conditions shall be Berlin-Charlottenburg, provided the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law. In all other cases, in particular if the customer is a consumer, ENAIK00N or the customer may bring an action before any court having jurisdiction under the statutory provisions.