

General Terms and Conditions of Sale, Delivery and Payment (GTC)

of Think Solutions GmbH, as of 16th August 2026

Important Legal Notice / Convenience Translation Notice

*These General Terms and Conditions are a convenience translation of the original German "Allgemeine Verkaufs-, Liefer- und Zahlungsbedingungen (AGB)". In the event of any discrepancies, contradictions, ambiguities, or interpretation errors between this English version and the German original, the **German language version shall prevail and be exclusively binding** (see Section 16.4).*

1. Scope of Application and Target Group

1.1. The following General Terms and Conditions ("GTC") apply exclusively to all—including future—deliveries, services, and offers rendered by Think Solutions GmbH.

1.2. The offers of Think Solutions GmbH are directed exclusively at business entities/entrepreneurs (*Unternehmer*) within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB), legal entities under public law, or special funds under public law (hereinafter referred to as the "Customer"). Think Solutions GmbH does not enter into contracts with consumers (*Verbraucher*) within the meaning of Section 13 BGB. By entering into a contract, the Customer confirms that it is acquiring the goods exclusively for commercial or independent professional purposes.

1.3. Conflicting, deviating, or supplementary General Terms and Conditions or Terms and Conditions of Purchase of the Customer shall not become part of the contract unless Think Solutions GmbH has expressly agreed to their applicability in writing or in text form. This requirement of consent shall apply in any case, including where Think Solutions GmbH performs the delivery unconditionally in full knowledge of the Customer's terms and conditions.

1.4. Individual agreements concluded in specific cases (including collateral agreements, additions, and amendments) shall take precedence over these GTC. Subject to proof to the contrary, a written contract or the confirmation of Think Solutions GmbH in text form shall be decisive for the content of such agreements.

2. Offer and Conclusion of Contract

2.1. Offers issued by Think Solutions GmbH are subject to change and non-binding (*freibleibend und unverbindlich*), unless they are explicitly marked as binding or contain a specific binding period. If an offer is designated as binding, the binding period shall be six (6) weeks from the date of the offer, unless agreed otherwise.

2.2. The ordering of goods or services by the Customer shall be deemed a binding offer to enter into a contract (*verbindliches Vertragsangebot*).

2.3. A contract shall only come into effect when Think Solutions GmbH accepts the offer by issuing an order confirmation in text form (e.g., by email), by transmitting an advance payment invoice, or by performing the delivery or service.

2.4. Obvious errors, clerical mistakes, or calculation errors in offers, order confirmations, or other documentation may be corrected by Think Solutions GmbH without giving rise to any claims on the part of the Customer.

3. Prices, Terms of Payment, and Default

3.1. All prices are quoted in EURO Free Carrier (FCA pursuant to Incoterms® 2020, warehouse Think Solutions GmbH) plus statutory Value Added Tax (VAT) as applicable, transportation and freight costs, transit insurance, as well as any customs duties, taxes, fees, and other public charges.

3.2. Unless otherwise specified in the order confirmation, invoices are due and payable in full without deduction within 14 calendar days from the invoice date. The deduction of an early payment discount (*Skonto*) requires an express agreement in text form.

3.3. Think Solutions GmbH reserves the right to execute deliveries—in particular in the case of initial orders, small quantities, custom fabrications, or deliveries outside the Federal Republic of Germany—in whole or in part against advance payment (*Vorkasse*) only. If advance payment has been agreed upon, manufacturing or material procurement shall commence only upon receipt of full payment into the bank account of Think Solutions GmbH.

3.4. Services rendered on a time-basis shall be billed in accordance with the agreed hourly rates. In the absence of an agreement, the customary remuneration of Think Solutions GmbH for such services shall be deemed agreed. Invoices for services are payable without deduction within 14 calendar days from the invoice date.

3.5. If the payment deadline is exceeded, the Customer shall automatically be in default (*Verzug*) without the requirement of a further reminder. During the period of default, interest shall accrue on the invoice amount at the applicable statutory default interest rate for B2B transactions (Section 288 (2) BGB). Think Solutions GmbH reserves the right to claim the statutory fixed fee (Section 288 (5) BGB, currently EUR 40) as well as to assert higher proven damages resulting from default.

3.6. The Customer shall only be entitled to set-off (*Aufrechnung*) or retention (*Zurückbehaltung*) if its counterclaims have been established by a final, unappealable court decision (*rechtskräftig festgestellt*), are undisputed, or have been acknowledged by Think Solutions GmbH. The Customer may only exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

3.7. If, after conclusion of the contract, it becomes apparent that Think Solutions GmbH's claim to remuneration is endangered by the Customer's lack of financial capability (e.g., through an application for the opening of insolvency proceedings, cessation of payments, or negative information from a credit agency), Think Solutions GmbH shall be entitled to refuse performance in accordance with statutory provisions and—where applicable after setting a deadline—to rescind the contract (*Rücktritt vom Vertrag*, Section 321 BGB). In addition, all outstanding receivables owed by the Customer to Think Solutions GmbH shall become due for payment immediately in such event.

4. Delivery, Shipping, Logistics, and Passing of Risk

4.1. Unless explicitly agreed otherwise in writing in individual cases, all deliveries are made on the basis of FCA (warehouse Think Solutions GmbH, Incoterms® 2020). The Customer shall organize and contract the transportation from the agreed point of hand-over at its own expense and risk.

4.2. If Think Solutions GmbH undertakes the organization of transport, this shall be done on behalf of, for the account of, and at the risk of the Customer. This applies in particular if the transport is itemized in the offer or order confirmation including the freight and shipping costs incurred for this purpose. The selection of the carrier, transport route, and means of transport shall be made by Think Solutions GmbH at its sole discretion without assuming any warranty or liability for choosing the cheapest or fastest transport route.

4.3. If the Customer requests special services (e.g., express delivery, tail lift dispatch, advance notification/advice, special insurance coverage), the Customer shall bear the resulting additional costs.

4.4. The assumption of transport organization by Think Solutions GmbH or the itemization of freight and insurance costs on the invoice shall neither alter the agreed delivery condition FCA nor the point in time of the passing of risk (*Gefahrenübergang*), nor shall it reclassify the obligation into a delivery duty (*Bringschuld*) or any other delivery term (such as CPT, DAP, or DDP).

4.5. The risk of accidental destruction, accidental deterioration, damage, or loss shall pass to the Customer upon hand-over of the goods to the carrier or driver designated by the Customer or engaged by Think Solutions GmbH on behalf and for the account of the Customer at the warehouse of Think Solutions GmbH.

4.6. The Customer is obliged to note transit damages, short quantities, or externally visible damages immediately upon receipt on the carrier's delivery notes/consignment notes (bills of lading), have them acknowledged by the carrier, and inform Think Solutions GmbH immediately in text form.

4.7. Where Euro-pallets are used, they shall be made available on an exchange basis. If no equivalent exchange pallets are made available, Think Solutions GmbH shall be entitled to bill them at replacement cost. Unforeseen additional costs incurred by the logistics service provider (e.g., due to incorrect delivery addresses, default of acceptance, island surcharges) shall be borne by the Customer.

5. Delivery Times, Delivery Deadlines, and Force Majeure

5.1. Delivery periods shall commence only after clarification of all commercial and technical queries, receipt of any agreed advance payments, and the provision of all documents or materials to be supplied by the Customer.

5.2. As the goods are generally manufactured on an order-by-order basis, delivery times or dates indicated by Think Solutions GmbH are non-binding unless a fixed delivery date has been expressly agreed upon in writing.

5.3. Think Solutions GmbH's delivery obligations are subject to correct and timely self-delivery by its suppliers (*Vorlieferanten*) with the necessary raw materials and components, provided that Think Solutions GmbH has concluded a specific hedging transaction (*konkretes Deckungsgeschäft*) and is not responsible for the non-delivery.

5.4. Think Solutions GmbH shall not be liable for impossibility of delivery or for delivery delays to the extent that these are caused by force majeure (*Höhere Gewalt*) or other unpredictable events beyond the reasonable control of Think Solutions

GmbH and for which Think Solutions GmbH is not responsible (e.g., strikes, lockouts, wars, pandemics, official administrative orders, raw material or energy shortages, transport bottlenecks, operational disruptions at sub-suppliers). In such cases, agreed delivery deadlines shall be extended by the duration of the disruption plus a reasonable restart period. Think Solutions GmbH shall notify the Customer immediately in text form of the occurrence and expected duration of such impediments. If the disruption continues for more than three (3) months, either party shall be entitled to rescind the contract (*vom Vertrag zurückzutreten*) with respect to the unperformed part.

5.5. Think Solutions GmbH shall be entitled to make partial deliveries (*Teillieferungen*) insofar as this is reasonable for the Customer.

5.6. If the Customer defaults on acceptance (*Annahmeverzug*) or if dispatch/collection is delayed for reasons for which the Customer is responsible, Think Solutions GmbH shall charge a flat-rate storage fee of 0.5% of the net invoice amount per commenced week, up to a maximum total of 10% of the net invoice amount, starting from the notification of readiness for dispatch. The parties reserve the right to prove higher or lower actual storage costs.

6. Customs, Export Control, and Compliance (Sanctions and Embargo Clause)

6.1. If Think Solutions GmbH delivers to a Customer outside the European Union (EU) or if export is conducted by the Customer itself, the Customer shall be obliged to pay all applicable customs duties, taxes, fees, and to ensure full compliance with all relevant national and international import and export regulations.

6.2. The Customer warrants that the delivered goods shall not be used, directly or indirectly, for purposes that violate applicable export control laws, trade controls, or economic sanctions imposed by the EU, the USA, or other relevant jurisdictions.

6.3. Re-Export Restrictions & Embargoes (e.g., Art. 12g Reg. (EU) No 833/2014): The Customer undertakes not to sell, export, or re-export, directly or indirectly, any goods, components, or technology supplied by Think Solutions GmbH to countries, regions, or persons if doing so violates applicable EU sanction regulations or embargoes. This applies in particular to exports to or for use in Russia, as well as in other destinations statutory classified as embargoed. The Customer shall ensure that any third parties in the distribution chain also comply with this obligation.

6.4. Upon request, the Customer shall immediately provide Think Solutions GmbH with all declarations, documents, and information (such as end-use certificates or proof of final destination of the goods) required for official audits or compliance with export control regulations.

6.5. If the issuance of required export licenses is delayed or if a license is refused, Think Solutions GmbH shall not be liable for any resulting delivery delays or failure of performance.

6.6. Any breach by the Customer of Sections 6.2 to 6.4 shall constitute a material breach of contract (*wesentliche Vertragsverletzung*). In such event, Think Solutions GmbH shall be entitled to terminate/rescind the contract immediately and to claim indemnification for any damages, expenses, or administrative fines incurred as a consequence.

7. Special Provisions for WEEE / Electrical and Electronic Equipment

7.1. The Customer confirms that it acquires the electrical and electronic equipment delivered by Think Solutions GmbH exclusively within the scope of its commercial or independent professional activity. If the Customer transfers the delivered equipment from Germany to another member state of the European Union or to a third country and makes it available on the market there within the scope of its commercial activity, in particular through resale or commercial re-leasing, the Customer itself shall be responsible for complying with the statutory provisions applicable at the respective location regarding electrical and electronic equipment and its disposal.

7.2. To the extent that the Customer itself is to be classified as a manufacturer, importer, primary distributor (*Erstinverkehrbringer*), or other obligated party under the law of the respective destination state due to the transfer, import, resale, re-leasing, or other provision of the equipment, it shall fulfill the resulting statutory obligations completely and at its own expense. This includes in particular, where required by law, registration, reporting, take-back, financing, information, labeling, and disposal duties, as well as the appointment of a national authorized representative (*nationaler Bevollmächtigter*).

7.3. For deliveries to other member states of the European Union, the Customer confirms upon acceptance of the offer or placement of the order that it does not acquire the delivered equipment in the destination state merely as an ultimate end-user from Think Solutions GmbH, but rather makes it available on the market there itself within the scope of its commercial activity, in particular through resale or commercial re-leasing. The Customer undertakes to inform Think Solutions GmbH immediately if these prerequisites cease to apply after conclusion of the contract or if the actual use of the equipment changes accordingly.

7.4. Think Solutions GmbH shall be entitled to demand reasonable proof from the Customer regarding compliance with the statutory WEEE obligations applicable to it. The Customer shall provide such proof within a reasonable period of time.

7.5. Mandatory statutory duties of Think Solutions GmbH shall remain unaffected by the foregoing provisions. The above terms do not constitute a transfer of a statutory producer obligation to the extent that such a transfer is not permissible under the respective applicable law.

7.6. For purely domestic deliveries within Germany, the parties agree pursuant to Section 19 (3) of the German Electrical and Electronic Equipment Act (*ElektroG*) on a cost-bearing scheme deviating from statutory provisions: The B2B Customer shall bear the costs of take-back, transport, treatment, recovery, and disposal of the delivered equipment after end-of-use, insofar as these costs arise in connection with the take-back by Think Solutions GmbH or a third party commissioned by it. The statutory obligation of Think Solutions GmbH to create a reasonable opportunity for return pursuant to Section 19 (1) *ElektroG* shall remain unaffected. Think Solutions GmbH is registered with the Stiftung EAR under WEEE-Reg.-No. DE xx xxx xxx.

7.7. If the Customer breaches the duties incumbent upon it under this Section or under applicable law, and if Think Solutions GmbH is held liable by authorities, disposal entities, competitors, or other third parties due to a breach for which the Customer is responsible, the Customer shall indemnify and hold harmless Think Solutions GmbH to the extent permitted by law from any resulting claims, damages, costs, and expenses. This includes, in particular, reasonable costs of legal defense and proceedings as well as, to the extent legally permissible, administrative fines and other sanctions, insofar as these are based on a breach for which the Customer is responsible.

8. Special Provisions for Packaging Law (EPR) and PPWR (EU 2025/40)

8.1. The Customer shall be responsible for complying with the statutory provisions applicable to it regarding packaging and packaging waste at the respective location upon the transfer, resale, re-leasing, or other provision of the goods delivered by Think Solutions GmbH in another member state of the European Union or in a third state. This includes in particular the obligations under Regulation (EU) 2025/40 (PPWR – Packaging and Packaging Waste Regulation) as well as respective national regulations on Extended Producer Responsibility (EPR), insofar as these concern the Customer due to its respective activity and the packaging provided or unpacked by it.

8.2. To the extent that the Customer is to be classified as a manufacturer, importer, distributor, or other obligated party within the meaning of the applicable packaging and EPR regulations under the rules applicable in the respective destination state due to the initial provision of packaging or packaged products on the market there or due to unpacking packaged products without being an end-user itself, the Customer shall fulfill the resulting statutory obligations completely and at its own expense. This includes in particular, where required by law, registration, reporting, EPR financing, take-back, waste management, and other obligations, as well as the appointment of an authorized representative for extended producer responsibility.

8.3. For deliveries to other member states of the European Union, the Customer confirms upon acceptance of the offer or placement of the order that it does not acquire the delivered products in the destination state merely as an end-user within the scope of its commercial activity, but rather makes them available on the market there itself, in particular through resale or commercial re-leasing, or unpacks the delivered products there without being an end-user. The Customer undertakes to inform Think Solutions GmbH immediately if these prerequisites cease to apply after conclusion of the contract or if the actual use or transfer of the products changes accordingly.

8.4. Think Solutions GmbH shall be entitled to demand reasonable proof from the Customer regarding compliance with the statutory packaging and EPR obligations applicable to it. The Customer shall provide such proof within a reasonable period of time.

8.5. Mandatory statutory duties of Think Solutions GmbH shall remain unaffected by the foregoing provisions. The above terms do not constitute a transfer of a statutory producer or EPR obligation to the extent that such a transfer is not permissible under the respective applicable law.

8.6. To the extent that Think Solutions GmbH is held liable under statutory regulations in connection with a deviation from the above statements for which the Customer is responsible, or due to an obligation assumed by or legally incumbent upon the Customer for take-back, registration, licensing, financing, or disposal of packaging, the Customer shall reimburse Think Solutions GmbH for reasonable and verifiable expenses arising therefrom, in particular transport, disposal, and handling costs, insofar as cost-bearing by the Customer is legally permissible.

8.7. If the Customer breaches the packaging and EPR obligations incumbent upon it under this Section or under applicable law, and if Think Solutions GmbH is held liable by authorities, disposal entities, competitors, or other third parties due to a breach for which the Customer is responsible, the Customer shall indemnify and hold harmless Think Solutions GmbH to the extent permitted by law from any resulting claims, damages, costs, and expenses. This includes, in particular, reasonable

costs of legal defense and proceedings as well as, to the extent legally permissible, administrative fines and other sanctions, insofar as these are based on a breach for which the Customer is responsible.

9. Non-Acceptance, Cancellation, and Cancellation Fees

9.1. If the Customer fails to take delivery of properly tendered goods or if an order is cancelled by mutual consent without the Customer possessing a statutory or contractual right of rescission, Think Solutions GmbH shall be entitled to demand liquidated damages (*pauschalierter Schadensersatz*) in the amount of 20% of the net order value, plus any accrued freight and storage charges.

9.2. The Customer explicitly retains the right to prove that Think Solutions GmbH incurred no damage or significantly lower damage. Think Solutions GmbH reserves the right to claim higher, proven damages.

9.3. A contractual right to free cancellation does not exist for orders regarding custom-made fabrications, custom builds, or modified equipment. Statutory rights of rescission and termination shall remain unaffected.

10. Voluntary Return of Goods

10.1. No entitlement exists for the return of non-defective goods. Any return shipment requires the prior written consent of Think Solutions GmbH.

10.2. Equipment with custom modifications, custom builds, and products manufactured on an order-by-order basis are fundamentally excluded from voluntary return.

11. Retention of Title and Lien (*Eigentumsvorbehalt und Pfandrecht*)

11.1. The delivered goods ("Reserved Goods" / *Vorbehaltsware*) shall remain the property of Think Solutions GmbH until full satisfaction of all claims arising out of the business relationship with the Customer.

11.2. The Customer is obliged to handle the Reserved Goods with due care and to insure them adequately at replacement value against fire, water, and theft damage at its own expense.

11.3. The Customer shall not pledge the Reserved Goods nor assign them by way of security. In the event of garnishment, seizure, or other third-party interventions, the Customer shall notify Think Solutions GmbH immediately in text form.

11.4. The Customer is authorized to resell or process the Reserved Goods in the ordinary course of business. In such event, the following additional terms apply:

- **(a)** Any processing or transformation shall be carried out for Think Solutions GmbH as manufacturer. If the Reserved Goods are processed with other items not belonging to Think Solutions GmbH, Think Solutions GmbH shall acquire co-ownership (*Miteigentum*) of the new item in proportion to the value of the Reserved Goods to the other processed items.
- **(b)** The Customer hereby assigns to Think Solutions GmbH all claims in the final invoice amount (including VAT) arising from the resale of the Reserved Goods. Think Solutions GmbH hereby accepts the assignment.
- **(c)** The Customer remains authorized to collect the receivable. Think Solutions GmbH agrees not to collect the receivable as long as the Customer duly fulfills its payment obligations.

11.5. Think Solutions GmbH shall have a contractual lien (*vertragliches Pfandrecht*) on all workpieces, items provided, or other property of the Customer that come into the possession of Think Solutions GmbH in connection with the order, securing all present and future claims under the business relationship.

11.6. If the realizable value of the security interests held by Think Solutions GmbH exceeds the receivables by more than 10%, Think Solutions GmbH shall, at the Customer's request, release security at its own choice.

12. Claims for Defects / Warranty (*Mängelansprüche*)

12.1. Industry-standard or technically unavoidable deviations of the goods from illustrations or descriptions (e.g., in color shade, surface finish, degree of gloss, edge radii, sanding direction, grain size, or labeling) shall not be deemed a defect, provided that agreed technical and electromechanical specifications are complied with.

12.2. If the ordered item is no longer available, Think Solutions GmbH shall be entitled to supply a successor product equivalent in quality and price, provided this is reasonable for the Customer.

12.3. The Customer shall inspect the goods immediately upon delivery (Section 377 of the German Commercial Code – HGB). Obvious defects must be notified to Think Solutions GmbH in text form immediately, but no later than within 7 calendar days after delivery. Hidden defects must be reported immediately upon discovery. If the Customer fails to properly notify Think Solutions GmbH in due time, the goods shall be deemed approved and accepted (*genehmigt*).

12.4. In the event of justified notices of defects, supplementary performance (*Nacherfüllung*) shall be effected at Think Solutions GmbH's option either by remedying the defect (*Nachbesserung*) or by delivering a defect-free item

(Ersatzlieferung). In the event of supplementary performance, Think Solutions GmbH shall bear necessary expenses, except to the extent that these are increased because the goods were moved to a place other than the place of performance.

12.5. If supplementary performance fails, the Customer may reduce the purchase price (*Minderung*) or rescind the contract (*vom Vertrag zurücktreten*).

12.6. The limitation period (*Verjährungsfrist*) for defect claims shall be 12 months from the passing of risk. This shall not apply where longer periods are mandatorily prescribed by law, nor in cases of intent or fraudulent concealment (*Arglist*) of the defect.

12.7. Claims for defects shall not exist in cases of natural wear and tear (*natürlicher Verschleiß*), nor in respect of damage arising after the passing of risk as a result of improper handling, storage, faulty installation, or non-compliance with operating instructions.

13. Liability and Limitations of Liability

13.1. Think Solutions GmbH shall be liable without limitation—on whatever legal grounds—for damages resulting from injury to life, body, or health caused by an intentional or negligent breach of duty by Think Solutions GmbH, its legal representatives, or vicarious agents (*Erfüllungsgehilfen*), for other damages caused by an intentional or grossly negligent breach of duty or fraud (*Arglist*), as well as in cases of assumption of a guarantee or under claims pursuant to the German Product Liability Act (*Produkthaftungsgesetz*).

13.2. In cases of slight negligence (*leichte Fahrlässigkeit*) breaching a material contractual duty (cardinal duty – *Kardinalpflicht*), Think Solutions GmbH's liability shall be limited in amount to the foreseeable damage typical for the contract at the time of its conclusion.

13.3. In all other respects, any liability for damages—on whatever legal ground (in particular for indirect damages, lost profits, business interruption, and consequential damages)—shall be excluded.

13.4. The exclusions and limitations of liability shall apply to the same extent in favor of the corporate bodies, legal representatives, employees, and other vicarious agents of Think Solutions GmbH.

14. Brand Names and Third-Party Proprietary Rights

14.1. All trademarks, brand names, and logos mentioned in Think Solutions GmbH publications are the property of their respective right holders.

14.2. The use of third-party brand names by Think Solutions GmbH serves exclusively for description and identification of the intended purpose and compatibility of the offered goods (e.g., as accessories or spare parts).

15. Confidentiality, Intellectual Property, Customer Materials, and Data Protection

15.1. The parties undertake to treat as confidential all business and trade secrets, technical documentation, figures, drawings, calculations, samples, and other confidential information of the other party disclosed to them during contract initiation and execution, to use them exclusively for contractually agreed purposes, and not to make them accessible to third parties without the explicit written consent of the disclosing party.

15.2. This confidentiality obligation shall not apply to information that the receiving party can prove was already known prior to disclosure, is or becomes publicly available through no fault of its own, or must be disclosed pursuant to statutory provisions or mandatory administrative orders.

15.3. Think Solutions GmbH retains all title, copyrights, and intellectual property rights to all figures, drawings, calculations, software, and other documentation provided. The Customer shall only receive a simple, non-exclusive, non-transferable right of use to the extent necessary for the contractually intended use of the products. Reverse engineering of products or components of Think Solutions GmbH as well as commercial use of insights gained therefrom to develop or manufacture competing products is not permitted, provided that no mandatory statutory rights of the Customer oppose this.

15.4. If the Customer provides Think Solutions GmbH with execution drawings, plans, samples, models, or other materials for manufacturing, the Customer warrants that their use or execution does not infringe third-party intellectual property rights (in particular patents, utility models, copyrights, or trademarks). If items are manufactured according to documentation provided by the Customer, the Customer shall fully indemnify and hold harmless Think Solutions GmbH on first demand against all third-party claims for IP infringement, including the costs of legal defense.

15.5. If the Customer approves production drawings, execution plans, or samples following inspection, such approval shall be decisive for manufacturing. Think Solutions GmbH assumes no liability for errors contained in documentation or sample pieces approved by the Customer that were not complained of by the Customer.

15.6. Think Solutions GmbH processes personal data of the Customer (in particular contact details of contact persons) exclusively for establishing, performing, and processing the contractual relationship as well as for fulfilling statutory retention

duties pursuant to Art. 6 (1) lit. b and c GDPR (DSGVO).

16. Place of Performance, Applicable Law, Jurisdiction, Language, and Severability

16.1. The place of performance (*Erfüllungsort*) for all obligations arising out of or in connection with the business relationship with Think Solutions GmbH shall be the registered office of Think Solutions GmbH.

16.2. These GTC and the entire legal relationship between Think Solutions GmbH and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

16.3. If the Customer is a merchant (*Kaufmann*), a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction (*Gerichtsstand*) for all disputes arising directly or indirectly out of the contractual relationship shall be the registered office of Think Solutions GmbH. Think Solutions GmbH shall, however, also be entitled to bring action at the general place of jurisdiction of the Customer.

16.4. The language of the contract is German. If Think Solutions GmbH provides the Customer with an English translation of these GTC, it serves for convenience and orientation purposes only. In the event of discrepancies, ambiguities, contradictions, or interpretation conflicts, the **German language version shall be exclusively decisive and legally binding**.

16.5. Should any provision of these GTC be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, that valid provision shall be deemed agreed which comes closest to the economic purpose intended by the invalid provision. The same applies to contractual gaps (*Vertragslücken*).

Terminology Glossary:

- > **Geltungsbereich** | *Scope of Application* | Legt fest, für welche Geschäfte die AGB Anwendung finden.
- > **Unternehmer (§ 14 BGB)** | *Business Entity / Entrepreneur* | Grenzt den Kundenstamm rein auf B2B ab (Ausschluss Verbraucherrecht).
- > **Freibleibend und unverbindlich** | *Subject to change and non-binding* | Verhindert, dass ein Angebot bereits durch bloße Kundenbestellung bindend wird.
- > **Verzug (§ 288 BGB)** | *Default* | Definiert den Rechtszustand der verspäteten Zahlung samt Verzugszinsen.
- > **Aufrechnung / Zurückbehaltung** | *Set-off / Retention* | Schränkt das Recht des Kunden ein, eigene Ansprüche gegen Rechnungen aufzurechnen.
- > **Gefahrenübergang** | *Passing of Risk* | Zeitpunkt, ab dem der Kunde das Risiko von Verlust oder Beschädigung trägt.
- > **Bringschuld** | *Delivery Duty* | Pflicht zur Ablieferung beim Kunden (wird durch FCA explizit ausgeschlossen).
- > **Höhere Gewalt** | *Force Majeure* | Unvorhersehbare Ereignisse (Streik, Krieg etc.), die von der Haftung entbinden.
- > **Wesentliche Vertragsverletzung** | *Material Breach of Contract* | Schwere Pflichtverletzung, die zur sofortigen Vertragsauflösung berechtigt.
- > **Erstinverkehrbringer** | *Primary Distributor / Importer* | Begriff aus dem Umweltrecht (WEEE/PPWR) bezüglich entsorgungsrechtlicher Pflichten.
- > **Eigentumsvorbehalt** | *Retention of Title* | Zivilrechtliche Sicherung: Ware bleibt bis zur Vollzahlung Eigentum des Verkäufers.
- > **Vertragliches Pfandrecht** | *Contractual Lien* | Sicherungsrecht an Kundenmaterialien, die sich im Besitz der Think Solutions GmbH befinden.
- > **Nacherfüllung** | *Supplementary Performance* | Recht des Verkäufers zur Nachbesserung oder Ersatzlieferung vor Rücktritt.
- > **Kardinalpflichten** | *Material Contractual Duties* | Grundlegende Vertragspflichten, deren Verletzung den Vertragszweck gefährdet.
- > **Erfüllungsort** | *Place of Performance* | Ort, an dem die geschuldete Leistung zu erbringen ist (Gerichtsstands-Relevanz).
- > **Gerichtsstand** | *Place of Jurisdiction / Venue* | Bestimmt das örtlich zuständige Gericht im Streitfall.
- > **Salvatorische Klausel** | *Severability Clause* | Sichert die Gültigkeit des Restvertrags bei Unwirksamkeit einzelner Klauseln.