

Triangular-PST GmbH & Co KG

Terms of use

This is a translation of the original German text that we provide as an additional service for our customers. However, you accept that, in case of ambiguities or contradictions between the different language versions, only the German version of the terms of use is the binding basis for our business relationship.

Last modified: 23.02.2021

Preliminary remark:

This is a contract between you, the customer, and us, the Triangular-PST GmbH & Co KG. These **customer and usage conditions** (hereinafter referred to as Terms of Use) describe the services we provide to you, how we will work together and other aspects of our business relationship. **These conditions are so important that we can only provide you with our services if you agree to them. By clicking the button on our online contract form "Create Account" you agree to these terms and conditions including parts A and B and they become a legally binding part of our business relationship.** We update these terms and conditions regularly. If you have an active service subscription with us, we will inform you by e-mail about changes.

The Triangular-PST GmbH & Co KG offers a portal under "Triangular-POD". On this portal machine and plant operators, material owners and experts from different fields can network. As a customer you decide in which capacity you want to use the portal as described below.

- Machine / plant operators
- Material owner
- Experts
- Master Account - unified functionality of all three profiles

together "provider"

You can also book Triangular-PST GmbH & Co. KG for agency or project management services.

1. Access to the portal

Triangular-PST GmbH & Co KG grants you access to the portal described in the preliminary remark. You agree to use the portal according to the terms of use attached in **part A**.

The portal may only be used by professional customers. The following requirements must be met cumulatively in order to register as a customer on the portal:

- registered company
- valid VAT/GST number

These requirements are subject to change, including the introduction of additional requirements. **Private consumers as defined by the applicable law will not be allowed to use the Portal.**

2. Compensation

(a) Subscription fee

By using our portal you commit yourself to pay a subscription fee to Triangular-PST GmbH & Co KG. The currently valid subscription fees result from **part B** of this contract.

(b) Agency or project management services will be charged according to an individual agreement.

c) Maturity

All invoiced amounts are due and payable within ten (10) days of the invoice date unless an express deviation has been agreed upon.

3. Subscription Duration

The term of the contract has a minimum duration of twelve months unless an explicit deviation has been agreed upon.

The beginning of the booking period starts after the following steps are completed:

- Registration and clicking the button to create the account
- Clicking on the confirmation link in the confirmation email
- Logging in to the Triangular POD platform
- Providing all payment and billing information
- Clicking the button to complete registration

Legal consequences, termination options and notice periods also result from the provisions of the terms of use from **part A**. The right to extraordinary termination for good cause remains unaffected.

Upon registration, Triangular may, but is not obligated to, subject the customer to the following verifications and checks, which may be performed through outside service providers:

- Verification of tax numbers and addresses
- Blacklist check with respect to the requirements of applicable commercial law regarding economic sanctions, money laundering, etc.
- Creditworthiness check

These verifications and checks are subject to change, including the introduction of additional checks.

Part A

§ 1 Scope of application

(1) These TERMS OF USE apply to all services that we, the

Triangular-PST GmbH & Co KG
Bahnhofstraße 35, 86316 Friedberg

provide via our online portal "Triangular - POD" ("Website").

Our services are described in detail in Part B attached to these Terms of Use.

- (2) Supplementary, conflicting or deviating terms and conditions of you as customer shall not become part of the contract without our express consent. If separate agreements contain provisions that deviate from these TERMS OF USE, these individually agreed contractual provisions shall take precedence.
- (3) Our services are provided exclusively for use via the Internet. Our offer is not directed at private consumers. These TERMS OF USE apply only to companies, legal entities under public law, or to special funds under public law within the meaning of § 310 para. 1 BGB.

§ 2 Conclusion of contract; terms

- (1) All our offers on our website are subject to change and non-binding. They do not represent a binding offer to conclude a contract.
- (2) By completely going through the booking process via the online contract form provided by us and only after clicking the button, to create the account, you make a legally binding offer to use our services. A contract is only concluded when we confirm your booking by separate declaration of acceptance by e-mail.
- (3) The contractual relationship begins with clicking the confirmation link in the confirmation email. This applies regardless of the completeness or accuracy of the content and data entered by you on your own responsibility during the booking process.
- (4) Duration and renewal: The term with full use of your subscription will start only after all steps of your registration are successfully completed and you have clicked on the buttons to complete the registration. The following steps are necessary:
- Registration and clicking the button to create the account
 - Clicking the confirmation link in the confirmation email
 - Logging in to the Triangular POD platform
 - Providing all payment and billing information

- Clicking the button to complete registration

The duration of your initial subscription is specified in your booking. Unless otherwise specified in your booking, your subscription will automatically renew for one year. If you do not wish to renew your subscription, you must cancel within 2 weeks of the end of the subscription period. The termination must be made in text form. The date of notice delivery is decisive for compliance with the deadline.

- (5) No early termination; no refunds. The subscription period ends with the expiry date; early cancellation or termination of the subscription is not possible. We do not refund if you decide not to continue using the subscription during your subscription period.
- (6) Termination for good cause. Either Party may terminate this Agreement for cause with respect to any or all of the Subscription Services: upon giving ten (10) days' notice to the other Party of a material breach of any provision of this Agreement, if such breach has not been remedied by the expiration of such notice; or immediately if the other Party becomes bankrupt or is declared bankrupt or is subject to any other bankruptcy, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement with ten (10) days' notice for cause if we determine that you are acting or have acted in a manner that could adversely affect us, our potential customers or our customers. This Agreement may not otherwise be terminated prior to the end of the subscription period.

§ 3 General obligations of the Triangular-PST GmbH & Co KG

- (1) The services provided on our website can be used by you as a customer in the capacity of a plant operator as well as a material owner or advisor/consultant (hereinafter referred to collectively as "customer").
- (2) Towards the customers, our obligation to perform consists in giving you the opportunity to present your company and the services or products offered by you to potential other customers and suppliers by means of a profile in our database on our website. We are not liable for the achievement of a timely, economic or qualitative result aimed at by users of our services.
- (3) A certain content and / or design quality of the profile template(s) usable by the providers is not owed. The profile design is dependent on the uniform technical and / or design specifications of our website, about which each provider was informed during the booking process. We reserve the right to make changes to the uniform technical and / or design specifications at any time.
- (4) Subscription categories. We offer our subscriptions in four main categories: (1) Equipment Owner, (2) Material Owner, (3) Experts and (4) Master Account. The different subscription categories have different features and prices. These are described in Part B attached to these Terms of Use in their main service parameters and prices. The Master Account cannot be downgraded. We therefore recommend that you adjust the respective

variant to your expected requirements before booking a subscription. We reserve the right to offer the subscription categories described above at times of our choosing.

§ 4 Maintenance work, availability

- (1) For the operation of our website and the provision of our contractually owed services, scheduled and unscheduled maintenance work is absolutely necessary.
- (2) During such maintenance work our services may not be available to you as a customer. We endeavour to carry out maintenance work within a regular maintenance window of 48 hours from the time of notification of the need for maintenance, in order to impair the availability of our services as little as possible. We reserve the right to carry out short-term maintenance work outside this maintenance window.
- (3) A defective performance is only deemed to exist if the services contractually owed by us, when used as intended, deviate from the agreed quality in such a way that the services contractually owed are not provided or are only provided to a limited extent and at the same time a contractual use by you as the customer is no longer given or is more than only insignificantly limited.

§ 5 Support services

- (1) In the event of technical and other problems ("fault reports") as well as general inquiries ("support requests"), you can contact us using the online contact options form provided on our website.
- (2) In the event of fault reports, you as a customer are obliged to provide appropriate assistance by describing the fault and providing other information you are aware of that is useful for the fault rectification.
- (3) All support requests are answered within a reasonable period of time, usually 48 hours.

§ 6 Your obligations as a subscription customer

- (1) As a subscription customer you will be provided with a separate user account (Account), which enables you to use our services. The transfer of access data to third parties is prohibited. You are obliged to keep the access data secret.
- (2) As a subscription customer, you are solely responsible for the content you place in your profile.
- (3) As a subscription customer, you must ensure at all times that the information you provide is correct and that no illegal or immoral content is distributed. In particular, but not exclusively, it is hereby prohibited to publish insulting or untrue content, to use legally

protected content without authorization, especially by copyright and trademark law, and to carry out anti-competitive actions.

- (4) Likewise, as a subscription customer, you undertake not to distribute any politically extremist, pornographic, religiously fanatical or other content that is not in accordance with the free democratic basic order of the Federal Republic of Germany.
- (5) Each subscription customer is obliged to compensate us for all damages, including all expenses, which we incur due to culpable violations of the above provisions.
- (6) We reserve the right to refuse the publication of certain contents in case of misuse or violations of the above provisions, to remove the profile of the subscription customer from our website and to terminate the contract extraordinarily without notice.

§ 7 Rights of use

- (1) We remain the owner of all industrial property rights and copyrights to our contents and trademarks. Subject to compliance with these Terms of Use and payment of the agreed remuneration, we grant you a limited, non-exclusive, non-transferable and non-sublicensable license to access and use our services, intellectual property rights and copyrighted information (such as images, text, page layout or form).
- (2) You may not use any meta tags, keywords or other "hidden text" using our name or our trademarks and labels without our express written consent.

You may not use the Subscriptions if the use or enjoyment of the Subscriptions is prohibited by the laws of the country in which you are located or from which you access or use the Subscriptions. The Subscriptions are not designed to comply with any industry-specific regulations such as the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), or the Federal Information Security Management Act (FISMA). Accordingly, you may not use the subscriptions if your interaction is subject to such laws. You will notify us immediately if you become aware of any unauthorized use of your account or any ID or password.

§ Article 8 Remuneration

- (1) For our services, you as a subscription customer pay the remuneration agreed upon at the time of conclusion of the contract. The subscription fee remains unchanged during the subscription period unless you upgrade products or basic packages, subscribe to additional features or products, or unless otherwise agreed in the order. Subscription fees are not reduced or refunded, even if the intended transactions do not take place. All fees are quoted exclusive of tax, which we may charge. You agree to pay all taxes associated with your use of your chosen subscription. You are not liable for any taxes on our gross sales or net earnings. If you are a resident of the European Union, the fees generally do not include sales tax and you warrant that you are registered for sales tax in your respective member state. At our request or during the booking process, you will provide

us with your VAT identification number under which you are registered in your Member State. If you do not provide us with your VAT identification number in advance of processing your transaction, we will not refund or credit any VAT amounts that may be charged to you. If you are required to pay tax on goods and services (GST), the fees do not include GST. If you are required to deduct or withhold tax, you must pay the amount deducted or withheld in accordance with applicable law and you must pay us an additional amount so that we receive payment in full as if no deduction or withholding had been made.

- (2) Payment by credit card. If you pay by credit card, you authorize us to charge your credit card or bank account with all fees incurred during the subscription period. You also authorize us to engage a third party to process payments and you agree to disclose your payment information to such third party.
- (3) Payment against invoice/SEPA direct debit mandate (*possible in the future*). If you pay by invoice by bank transfer or SEPA Mandate (*possible in the future*), we will invoice you for the subscription you have chosen. Each subsequent billing period will be invoiced at the beginning of its term. The invoice for the transaction fees will be issued as soon as we have all the information and data necessary for the calculation. All invoiced amounts are due and payable within ten (10) days of the invoice date unless an explicit deviation has been agreed upon.
- (4) Payment details. You agree to keep your contact details, billing information and credit card details (if applicable) up to date. Changes can be made in your account. All payment obligations cannot be cancelled, and any amounts paid are generally non-refundable, unless otherwise provided for in this agreement. All fees are due and payable in advance for the entire subscription period.
- (5) The invoice for the agency or project management services shall be issued as soon as we have received all information and data necessary for the calculation.
- (6) Due invoices are payable without any deduction and free of charges by bank transfer or direct debit. In the case of bank transfer, the timeliness of payment shall be determined by the value date.
- (7) In the event of default, we shall be entitled - without prejudice to other statutory claims - to demand interest on arrears at the statutory rate. Insofar as we can prove higher damages caused by default, we shall be entitled to claim such damages.
- (8) As a customer, you are only entitled to offset or withhold payments if your counterclaims are undisputed or have been legally established.

§ 9 Liability

Triangular-PST GmbH & Co KG is only liable for any damages - for whatever legal reasons - in case of intent, gross negligence of its organs or executives, culpable injury of life, body and health, in case of a breach of guarantee promises about the quality of the services or in case of defects of the service provision which were maliciously concealed. In case of culpable violation of essential contractual obligations, Triangular-PST GmbH & Co KG is also liable for intent and gross negligence of non-executive employees and for slight negligence, in the latter case limited to the contract-typical, reasonably foreseeable damage.

§ 10 Final provisions

- (1) These TERMS OF USE are subject to the laws of the Federal Republic of Germany. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Augsburg.
- (2) Changes; no waiver. We may update and change all or part of these Terms of Use for Customers, including the fees and charges associated with the subscriptions you have purchased, if necessary and reasonable for you (however, your fees and charges will not change during your subscription period unless otherwise described in the "Fees and Payments" section above).

If we update or change these customer terms of use, the updated customer terms of use will be posted on our portal and we will notify you by email. You have the option to object to the new terms of use within one month of receiving our notification in text form, or to continue the contractual relationship as usual, whereby the new terms of use will apply after one month at the earliest. If we change these Terms of Use for customers, the above "Last Modified" date will be adjusted to reflect the current version.

We will announce changes or updates to the website with references to subscriptions at our sole discretion. The updated notices will be effective at the time of publication. We encourage you to review these Terms of Use for customers on a regular basis.

- (3) If you have objected to the changes or updates, your subscription will continue to be subject to the Customer Terms of Service in effect prior to the relevant change to the Customer Terms of Service for the remaining term. If you renew, the Customer Terms of Use that we have posted on our website will apply.
- (4) Any delay in exercising a right or appeal or failure to object shall not be construed as a waiver of that right or appeal or any other right or remedy. A waiver in a particular case shall not constitute a waiver of any right or remedy in subsequent cases.
- (5) Force majeure. Neither of the contracting parties shall be responsible for any delay in performance or non-performance due to force majeure, which shall apply in particular, but not conclusively, in the following cases: acts of war, hostilities or acts of sabotage, pandemics, epidemics, power, internet or telecommunications failures not caused by the obligated contractual partner, official requirements or other events which are beyond the control of the obligated contractual partner according to reasonable discretion. Each party

shall take all reasonable steps to mitigate the effects of any event caused by force majeure.

- (6) You confirm that you have taken note of our privacy policy, which you can access under <https://triangular-pod.com/privacy-policy>.
- (7) Since we work with clients on an international level, we offer these terms of use in our portal in several language translations, which serve to better inform our clients. However, you agree that in case of ambiguities or contradictions between the different language versions, **only** the German language version of the Terms of Use is the binding basis for our business relationship.
- (8) Should any provision of these TERMS OF USE be or become invalid, the validity of the remaining provisions shall not be affected thereby. In this case, the contracting parties shall endeavor to reach an agreement that comes as close as possible to the economic objective of the original, but invalid, provision.

Part B

Triangular - POD subscriptions

Subscription services

Subscription prices:

- **Equipment Owner**
Subscription: € 459,00 /Month (billed annually as a payment of €5508,00)

- **Material Owner**
Subscription: € 149,00 /Month (billed annually as a payment of €1788,00)

- **Consultant**
Subscription: € 19,00 /Month (billed annually as a payment of €228,00)

- **Master Account –**
Subscription prices by individual agreement. If no individual conditions would be agreed, the following standard prices apply:
 - o Subscription: € 3000,00 /Month (billed annually as a payment of €36.000,00)

Subscription prices apply to one location - multiple location are considered different customers.

Functions:

- Unlimited upload of equipment profiles
- Unlimited upload of material profiles

- Upload of individual consultant profiles
- Complete filter and search functions

Offer to start-ups: For Start Ups not older than 3 years the subscription prices can be agreed individually.

Agency or project management services

Agency and project management services are governed by individual agreements.