

General Terms and Conditions

2021-09_v.4.1

1 General

1.1 Any delivery of goods and services by LeanActivity as the seller to the customer ("Customer") shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made. The Customer's general terms and conditions that are inconsistent with the Terms and Conditions set forth herein shall only be applicable to the extent LeanActivity has explicit approved in writing.

1.2 Any claims held against LeanActivity may not be assigned to third parties.

1.3 The sale, resale and the disposal of goods and services including any associated technology or documentation may be governed by German, EU, US export control regulations as well as by the export control regulations of further countries. Customer declares with his order the conformity with such statutes and regulations and that the goods will not directly or indirectly delivered into countries that prohibit or restrict the import of such goods. Customer declares to have obtained all licenses required for export and import.

2 Prices

2.1 The prices quoted in the order confirmation of LeanActivity shall solely apply. Additional services can be invoiced separately.

2.2 All prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the Customer in the amount specified by applicable law if necessary.

2.3 Unless otherwise expressly agreed, the prices are quoted ex works of the LeanActivity company using these Terms and Conditions. The Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees (including withholding taxes) and duties.

3 License agreement & termination

3.1 Some LeanActivity products have associated licenses. By accepting the purchase of such products, the buyer consents to the following license agreement. LeanActivity grants the buyer the license to use the product on behalf of LeanActivity. The license is non-transferable and does not entitle the licensee to grant sub-licenses to third parties.

3.2 The license agreement begins with the purchase of a product and usually runs for one year. After this period has expired, the license is renewed for another year and the customer is billed by LeanActivity. The notice period is 4 weeks before the end of the current license year.

3.3 Further use can only be guaranteed by extending the license. LeanActivity is entitled to demand compensation in the amount of three times the annual license costs for violations of the license agreement.

4 Delivery

4.1 Unless otherwise expressly agreed, LeanActivity shall deliver DAT (Delivered At Terminal: INCOTERMS 2010) of the LeanActivity company using these Terms and Conditions.

4.2 Delivery periods shall only be binding if expressly agreed in writing. Delivery periods shall begin on the date of the order confirmation by LeanActivity, however, in no case prior to settlement of all details relating to an order including the furnishing of any required official certificates. Delivery periods shall be deemed to be met on timely notification of readiness to ship if the goods cannot be dispatched in time through no fault of LeanActivity.

4.3 With respect to delivery periods and dates, which are not expressly defined as fixed in the order confirmation, the Customer may -two weeks after expiry of such a delivery period or date- set an adequate grace period for delivery. LeanActivity may only be deemed to be in default after expiry of such a grace period.

4.4 LeanActivity reserves the right to carry out a delivery using its own delivery organisation.

4.5 LeanActivity may perform partial deliveries and render partial services if such action would not unreasonably affect the Customer.

4.6 The Customer may rescind the contract after two unsuccessful grace periods unless the hindrance is merely temporary in nature and a delay would not unreasonably affect the Customer.

4.7 Any contractual or statutory right of a Customer to rescind the contract, which the Customer fails to exercise within a reasonable period of time set by LeanActivity, shall be forfeited.

5 Shipment, Passing of Risk

5.1. As a rule, LeanActivity assumes liability for the delivery until the goods have been received in the destination country (goods to the named terminal in the port of destination or at the destination). Unless otherwise agreed, shipping after receipt in the destination country is always at the risk of the customer. The risk passes to the customer as soon as the goods have been handed over to the person carrying out the shipment.

5.2 If a shipment is delayed for reasons to be attributed to the Customer, the risk of accidental deterioration, loss and destruction shall pass to the Customer on notification of LeanActivity readiness to ship. Required storage costs after passing of risk shall be borne by the Customer. This shall not affect any other claims.

5.3 If the Customer defaults in accepting, LeanActivity shall be entitled to claim refund of any expenditure associated therewith and the risk of accidental deterioration, loss and destruction shall pass to the Customer.

6 Payment

6.1 As a rule, the customer pays the amount for the time being before the service provision by LeanActivity. LeanActivity reserves the right not to send out or surrender goods and services prior to receipt of payment. Payment shall be made in full within 30 days from the date of the invoice. Payment shall be considered to have been made on the day the payable sum is received by LeanActivity. Bills of exchange and cheques shall not be deemed payment until after they have been honored and will be accepted without any obligation to make timely presentation and timely protest.

6.2 Any receivables of LeanActivity shall be immediately payable in the event of a default in payment, a notice given in protest against a bill of exchange or suspension of the Customer's payments, independent of the term of the bills of exchange which may have already been accepted. In any of these aforementioned cases, LeanActivity shall also be able to perform remaining deliveries only against advance payment or provision of security, and, if no such advance payment is made or security provided within a two-week time period, to cancel the contract without fixing another extension term. This shall not affect any further claims.

7 Software Rights

7.1 Software programs will fully remain the property of LeanActivity. No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by LeanActivity, nor may they be copied or otherwise duplicated, even for the Customer's internal needs apart from a single back-up copy for safety purposes.

7.2 The Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation and updates, for no other purpose than that of operating the product, for which such software is intended. For programs and documentation created and delivered at the Customer's request, LeanActivity shall grant that Customer single end user licenses for non-exclusive non-assignable exploitation.

7.3 Typically, no source programs are provided. This shall require a special written agreement in each particular case.

8 Warranty

8.1 The goods claimed to be defective shall be returned to LeanActivity for examination in their original packaging. LeanActivity shall remedy defects if the warranty claim is valid and within the warranty period. It is at LeanActivity's discretion whether LeanActivity remedies the defect by repair or replacement. LeanActivity shall only bear the costs necessary to remedy the defect.

8.2 LeanActivity shall be entitled to refuse to remedy defects in accordance with LeanActivity's statutory rights. LeanActivity may refuse to remedy defects if the Customer has not complied with LeanActivity's request to return the goods claimed to be defective.

8.3 The Customer shall be entitled to rescind the contract or reduce the contract price in accordance with his statutory rights, however, the Customer shall not be entitled to rescind the contract or to reduce the contract price, unless the Customer has previously given LeanActivity twice a reasonable period to remedy the defect which LeanActivity has failed to observe, unless setting of such a period to remedy defects is dispensable. In the event of rescission, Customer shall be liable for any intentional or negligent actions that cause destruction or loss of the goods as well as for failure to derive benefits from the goods.

8.4 The purchased goods can differ from product images from the Internet, brochures, etc., as long as the purpose of the product is not endangered. The nature of raw materials, such as wood, can lead to visual differences. However, this does not give the buyer the right to return or exchange the goods. The buyer must prove to LeanActivity that the physical elements are interfering with the purpose of the game.

8.5 Specifications of LeanActivity goods, especially pictures, drawings, data about weight, measure and capacity contained in offers and brochures are to be considered as average data. Such specifications and data shall in no way constitute a quality warranty but merely a description or labelling of the goods.

8.6 Unless limits for variations have expressly been agreed in the order confirmation, such variations shall be admissible that are customary within the trade.

8.7 LeanActivity shall not accept any liability for defects in the goods supplied if they are caused by normal wear and tear.

8.8 Any warranty shall be void if operating or maintenance instructions are not observed, if changes are made to deliveries or services, if parts are replaced or materials used that are not in accordance with the original product specifications by LeanActivity, unless the Customer can show that the defect in question resulted from another cause.

8.9 Provided that the Customer is a merchant, the Customer shall be obliged to notify defects to LeanActivity in writing.

8.10 The limitation period for claims for defects shall be 12 months.

9 Limited Liability

9.1 In case of a breach of contractual obligations, defective deliveries or tortious acts, LeanActivity shall only be obliged to compensate damages or expenses – subject to any other contractual or statutory conditions for liability – if LeanActivity has acted intentionally or with gross negligence or in cases of minor negligence, if such negligence results in the breach of an essential contractual duty (a duty the breach of which puts the fulfilment of the purpose of the contract at risk). However, in case of minor negligence, LeanActivity's liability shall be limited to typical damages which are foreseeable at the time of the conclusion of the contract.

9.2 The liability of LeanActivity for losses caused by late delivery due to minor negligence shall be limited to 5% of the agreed purchase price.

9.3 The limitation period for claims against LeanActivity – based on whatever legal ground – shall be 12 months from the date of delivery to the Customer and in case of tortious claims, 12 months from the date the Customer becomes aware or could have become aware of the grounds giving rise to a claim and the liable person, had the Customer not been grossly negligent.

9.4 If the Customer is an intermediary seller of the goods obtained from LeanActivity and the final purchaser of the goods is a

consumer, the limitation period for any action of recourse against LeanActivity by the Customer shall be the period specified by statute.

9.5 The liability of LeanActivity for software supplied by LeanActivity shall be limited to liability for losses or alteration of data caused by the program; however, LeanActivity shall not be liable for any losses or alteration of data which could have been avoided by the Customer's compliance with its duty to secure such data at appropriate intervals and at least once per day.

10 Industrial Property Rights, Copyrights

The Customer shall have no further claims alleging infringement of industrial property or copyrights provided LeanActivity has neither violated essential contractual duties nor intentionally or grossly negligently breached contractual duties.

11 Disposal

11.1 Customer is obliged to closely observe the documents accompanying the goods and to ensure the correct disposal of the goods in accordance with the applicable law.

11.2 In case Customer is a merchant, Customer shall be obliged to dispose the goods at its own costs. Customer shall be obliged to transfer this obligation on the purchaser of the goods or parts thereof in case of a resale of the goods. In case the Customer is a consumer the statutory provisions regarding disposal of waste shall apply.

12 Confidentiality

Unless otherwise expressly stipulated in writing, no information provided to LeanActivity in connection with orders shall be regarded as confidential, unless their confidential nature is obvious.

13 Miscellaneous

13.1 The place of jurisdiction, provided that Customer is a merchant, a legal person under public law or a special fund under public law, shall be the place of business of the LeanActivity company using these Terms and Conditions.

13.2 Governing law shall be the law of Germany with the exclusion of the international conflict of laws provisions thereof and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that Customer is a merchant, a legal person under public law or a special fund under public law.

13.3 Should any of the clauses of these Terms and Conditions be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.