

General Terms and Conditions (GTC) for B2B Clients

Miner Purchase

QUETTA SOLUTIONS - FZCO

(Version: July 2026)

Part I: General Provisions

§ 1 Scope of Application

- (1) These General Terms and Conditions (hereinafter “GTC”) apply to all contracts concluded between Quetta Solutions - FZCO, registered in the commercial register of the Dubai Integrated Economic Zones Authority under license number 49908, with its business address at IFZA Business Park, DDP, PO Box 342001, Dubai, United Arab Emirates (hereinafter referred to as “Quetta Solutions”), represented by the managing director, and its customers (hereinafter “Customer”).
- (2) For reasons of readability, the simultaneous use of the masculine, feminine and diverse (m/f/d) language forms is omitted. All personal designations apply equally to all genders.
- (3) The version of the GTC valid at the time of conclusion of the contract, as made available by Quetta Solutions, shall be the exclusive version applicable and authoritative.
- (4) These GTC also apply to future business relationships, even if they are not expressly agreed again.
- (5) Individual agreements and details in the order confirmation take precedence over the GTC.
- (6) Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that Quetta Solutions has expressly agreed to their validity.
- (7) Contracts with the Customer are concluded in the English language. Should a translation into another language (including Arabic) be provided, the English version shall be exclusively legally binding.

§ 2 Entrepreneur/Trader Status

- (1) The offer of Quetta Solutions is directed exclusively at entrepreneurs or traders within the meaning of Chapter 2 and Article 11 of the Federal Decree-Law No. 50 of 2022 Issuing the Commercial Transactions Law (hereinafter the “UAE Commercial Transactions Law”), i.e. natural or legal persons or partnerships with legal capacity who, when concluding the contract, act in the exercise of their commercial or self-employed professional activity, as well as legal entities under public law and special funds under public law. Every contract concluded with Quetta Solutions is a commercial (B2B) transaction. The Federal Law No. 15 of 2020 on Consumer Protection and any other consumer-protection provisions do not apply, and the Customer waives any reliance thereon to the fullest extent permitted by applicable UAE law.

- (2) The Customer is obliged to verify on its own responsibility, prior to concluding the contract, whether it qualifies as an entrepreneur/trader within the aforementioned meaning. By submitting its inquiry or offer to Quetta Solutions, the Customer represents and warrants that it is such an entrepreneur/trader and that it concludes the contract exclusively in the exercise of its commercial or self-employed professional activity, with the intention of making a profit and on a lasting basis. This representation is a fundamental condition of the contract.
- (3) The Customer alone is responsible for providing Quetta Solutions, on its own initiative, with all evidence necessary or expedient to document its entrepreneurial status (e.g. a tax or VAT registration number, trade licence, commercial register extract, or other suitable official evidence), completely, correctly and truthfully. Quetta Solutions is under no obligation to request such evidence or to verify its accuracy; any review is conducted exclusively in Quetta Solutions' own interest and establishes no duty of protection towards the Customer.
- (4) If it transpires that, contrary to the representation under paragraph 2, the Customer is not an entrepreneur/trader within the aforementioned meaning, or that the information or evidence provided regarding its entrepreneurial status was incorrect, incomplete or misleading, the Customer shall indemnify, defend and hold harmless Quetta Solutions against all resulting damages, expenses and disadvantages, including additional tax burdens, regulatory or governmental measures, costs of legal enforcement, and costs of adjusting or unwinding the contractual relationship. In addition, Quetta Solutions shall be entitled to rescind or terminate the contract with immediate effect. Any contributory fault of Quetta Solutions shall only be taken into account to the extent it is based on wilful intent or gross negligence.

§ 3 Conclusion of Contract

- (1) The presentation or promotion of goods or services by Quetta Solutions does not constitute a binding offer to conclude a contract.
- (2) Unless otherwise expressly agreed between the contracting parties, a contract is regularly concluded as follows:
 - a. By submitting an inquiry to Quetta Solutions, the Customer makes a non-binding offer to purchase the relevant goods or to use an offered service. Quetta Solutions confirms receipt of an inquiry immediately by e-mail. Such an e-mail does not yet constitute a binding acceptance of the inquiry unless, in addition to confirming receipt, acceptance is expressly declared therein.
 - b. After receiving the Customer's inquiry, Quetta Solutions will submit a non-binding offer to the Customer. Such non-binding offer does not constitute a binding declaration of intent aimed at concluding a contract. After the Customer has agreed to the terms of the non-binding offer, Quetta Solutions will prepare an offer based on this. The offer must be confirmed by the Customer.
 - c. A contract is only concluded when the order is confirmed by a declaration of acceptance by Quetta Solutions via separate e-mail (order confirmation) or by delivery of the ordered items. The contract text, consisting of the order, the GTC, and the order confirmation of Quetta Solutions, will be provided to the Customer together with the order confirmation or in a separate e-mail, but no later than upon delivery of the goods, on a durable medium.
- (3) Requests for deliveries abroad are only accepted from a certain minimum order value. The exact minimum order value can be found in the offer text of Quetta Solutions.

- (4) If delivery of the goods ordered by the Customer or the provision of the service is not possible, e.g., because the respective goods are not in stock or the minimum order for the provision of hosting services is not reached, Quetta Solutions will refrain from submitting a binding offer. In this case, no contract is concluded. The Customer will be informed accordingly. Any payments already received from the Customer will be refunded by Quetta Solutions.
- (5) Customers may also conclude contracts with Quetta Solutions by offer and acceptance. These GTC also apply to such contracts. Such contracts are concluded in the English language; should a translation into another language (including Arabic) be provided, the English version shall be exclusively legally binding.
- (6) There is no right of withdrawal from the contract nor any right to rescind from the contract by the Customer, unless governed otherwise by mandatory statutory law, since Quetta Solutions only concludes contracts with entrepreneurs within the meaning of Chapter 2 and Article 11 of the UAE Commercial Transactions Law.

§ 4 Prices and Shipping Costs

- (1) All stated prices are net prices exclusive of statutory VAT.
- (2) The shipping costs are listed in the offer or the order confirmation. In case of a discrepancy between them, the details in the order confirmation take precedence.
- (3) Any customs duties or other costs for international shipments shall be borne by the Customer. Any bank transfer fees, remittance charges or intermediary bank costs shall likewise be borne by the Customer.

§ 5 Terms of Payment, Offsetting, Right of Retention

- (1) Payments can be made by bank transfer or by a transaction with an agreed cryptocurrency. Quetta Solutions preferably accepts payment in the stablecoins USD Coin (USDC) and Tether (USDT); no processing fee applies to payments in USDC or USDT. For payments in other agreed cryptocurrencies (e.g. Bitcoin), Quetta Solutions charges a processing fee of 0.99% of the payment amount, covering the additional effort of payment processing and conversion. Cryptocurrencies other than those agreed are not accepted.
- (2) Customer payments are due immediately upon invoicing.
- (3) If payments are made in cryptocurrencies, the exchange rate used for conversion is determined by the reference rate applicable at the time of payment on Bitget Singapore. The most recently published average of the bid and ask price in USD at the time of the transaction is decisive. The Customer bears the exchange-rate risk until receipt of payment in the wallet designated by Quetta Solutions; any resulting shortfall shall be paid without delay. If the above-mentioned exchange is not available or if there is insufficient trading volume for the respective cryptocurrency, the reference rate of a comparable, recognized and liquid trading platform, to be jointly determined by both contracting parties, will be used as a substitute.
- (4) The Customer has no right of set-off or retention unless the counterclaim is undisputed or has been legally established.

§ 6 Delivery, Shipping

- (1) The deadlines and dates for deliveries and services indicated by Quetta Solutions are always only approximate unless a fixed deadline or fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer, unless expressly stated otherwise by Quetta Solutions, to the time of handover to the carrier, freight forwarder or other third party commissioned with the transport.
- (2) Quetta Solutions is entitled to make partial deliveries and partial services if they are usable by the Customer within the contractual intended purpose, the remaining agreed delivery and performance are ensured, and the Customer does not incur any significant additional effort as a result.
- (3) If delivery is not possible due to reasons attributable to the Customer and the goods are returned by the transport company, the Customer shall bear the costs for the unsuccessful shipment.
- (4) The Customer is obliged to accept delivery within 7 days after notification of readiness for delivery or dispatch. If the Customer fails to accept delivery within this period, the Customer is in default of acceptance and Quetta Solutions is entitled to charge the resulting additional costs, in particular storage, demurrage and renewed delivery costs; the Customer's right to prove that no or substantially lower costs were incurred remains reserved.

§ 7 General Warranty

- (1) For material and legal defects of the delivered items, Quetta Solutions assumes liability in accordance with the applicable statutory provisions, in particular Articles 107 and 108 of the UAE Commercial Transactions Law.
- (2) For entrepreneurs, the warranty period is 6 months from the date of actual delivery. In the case of shipment to the Customer or to a third party designated by it, the goods must be carefully inspected immediately. With regard to obvious defects or other defects that would have been identifiable in the course of an immediate, careful inspection, the goods shall be deemed approved by the Customer if Quetta Solutions does not receive a written notice of defect within (15) fifteen days from the date of actual delivery of the sold item. With regard to other latent defects that cannot be discovered by usual inspection, the goods shall be deemed approved by the Customer if Quetta Solutions has not been advised of the defect immediately upon discovery thereof, and the Customer did not file a warranty claim within (6) six months from the date of actual delivery. However, if the defect was already obvious at an earlier point in time during normal use and the Customer did not advise Quetta Solutions of the defect within (15) fifteen days from the date of actual delivery of the sold item, then the goods shall be deemed approved by the Customer and the Customer shall have forfeited its rights to rectification, redress or compensation.
- (3) In addition to claims for material and legal defects in accordance with paragraph 1, there may be warranties granted by Quetta Solutions or the manufacturers of certain items on a case-by-case basis. The details of the scope of such warranties are set out in the respective warranty conditions, which may be enclosed with the items.
- (4) The liability of Quetta Solutions due to any warranties, if and when any warranties have been expressly agreed upon in advance, remains unaffected.
- (5) The Customer bears the burden of proving that a defect already existed at the time the risk passed to the Customer.

§ 8 Liability and Limitation of Liability

- (1) Quetta Solutions is only liable for fraud, wilful intent and gross negligence. Any other form of liability is hereby expressly and comprehensively excluded unless prescribed by mandatory statutory legal obligations and liabilities.
- (2) Liability is excluded for defects caused by the hardware or software used by the Customer and not sourced from Quetta Solutions, outdated drivers, incorrect operation of the goods, insufficient power or cooling supply, or improper installation, assembly, configuration or combination with hardware or software not approved by Quetta Solutions.
- (3) Upon handover of the goods to the transport company, the risk of accidental loss and accidental deterioration passes to the Customer.
- (4) Quetta Solutions shall not be held liable for any indirect, incidental, special, consequential or liquidated damages, nor for any loss of profit, loss of mining revenue, loss of data or business interruption, whether resulting from defects in the goods or otherwise.
- (5) The limitations of this § 8 do not apply to liability by Quetta Solutions due to intentional conduct, gross negligence, fraud, for injury to life, body or health. The same applies to liability under the Federal Law No. 10 of 2018 On Product Safety to the extent applicable.
- (6) The Customer is expressly informed that Quetta Solutions does not provide insurance services and that the Customer's goods are not covered by any insurance. The Customer alone is responsible for insuring their property against all types of damage.
- (7) The above exclusions and limitations of liability apply to the same extent in favour of the bodies, legal representatives, employees and other vicarious agents of Quetta Solutions.
- (8) The limitation period for warranty claims for the delivered goods (except in the case of claims for damages) is (6) six months from the date of actual delivery. The statute of limitations for other claims of the Customer is governed by the statutory periods.
- (9) Subject to § 8 (5), the overall liability of Quetta Solutions for any potential damage(s), if any, shall in no event exceed the net contract or order value of the respective transaction.

§ 9 Force Majeure

- (1) If, due to an event beyond the reasonable control of Quetta Solutions (hereinafter "Force Majeure"), the performance of any contractual obligation becomes impossible, whether wholly or partially, Quetta Solutions shall be released from such obligation to the extent of the impossibility, in accordance with Article 273 of the Federal Law No. 5 of 1985 concerning the issuance of the Civil Transactions Law (hereinafter the "UAE Civil Transactions Law").
- (2) Force Majeure events include, but are not limited to, acts of God, natural disasters, fire, flood, war, terrorism, strikes and lawful lockouts, governmental, sovereign or regulatory restrictions or interventions (including energy, export and sanctions measures), pandemics or epidemics, failures or rationing of the energy supply, failures or interruptions of power, network, telecommunications or internet services, the unavailability of the respective blockchain network or protocol, or any other unforeseeable event beyond the reasonable control of Quetta Solutions that renders performance objectively impossible or materially impeded.
- (3) Quetta Solutions shall notify the Customer immediately in writing, at the latest within 10 days of becoming aware of the Force Majeure event, providing reasonable evidence of the event and its impact on performance, and shall endeavour to remedy the Force Majeure and limit its effects as far as possible.

- (4) If the impossibility is partial, the obligation shall be suspended to the extent affected. If the impossibility is total and permanent, the contract shall be deemed terminated without liability by Quetta Solutions, except for obligations accrued prior to the Force Majeure event. If a Force Majeure event affecting Quetta Solutions continues for more than thirty (30) days, Quetta Solutions shall be entitled to terminate the contract or the affected part thereof by notice in text form, without liability.

§ 10 Prohibition of Assignment

- (1) The Customer may not assign, transfer or otherwise dispose of any claims or rights arising from the contract to third parties without the prior written consent of Quetta Solutions. Such consent shall not be unreasonably withheld.
- (2) Quetta Solutions shall be entitled to assign or transfer its rights and obligations under the contract, in whole or in part, to affiliated companies or to a successor in connection with a transfer of business or assets.

§ 11 Copyrights

Quetta Solutions holds the copyrights to all images, films and texts provided by it. Any use, reproduction, distribution or public display of these materials without prior written consent is not permitted.

§ 12 Data Protection

Quetta Solutions processes personal data in accordance with Federal Decree-Law No. 45 of 2021 Regarding the Protection of Personal Data. Information regarding the collection, processing and use of personal data will be provided to the Customer upon request and together with the contract documents.

§ 13 Applicable Law

The contractual relationship between Quetta Solutions and the Customer is governed exclusively by the substantive law of the Emirate of Dubai and those of the United Arab Emirates, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 14 Duty of Confidentiality

- (1) The parties undertake to treat all contents of this contract and its ancillary provisions (in particular technical details, prices, hosting locations, site partners, security measures and processes) as confidential. This obligation continues to apply for a period of three (3) years beyond the termination of the contract. Excluded from this is information that is publicly known or legally required to be disclosed.
- (2) In the event of a breach of this confidentiality obligation, the affected party shall be entitled to seek injunctive or interim relief in addition to any claim for damages. The Customer shall

indemnify Quetta Solutions against any loss resulting from the Customer's breach of this obligation.

§ 15 Arbitration

Any dispute arising out of or in connection with this contract and these GTC, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat of arbitration shall be the Dubai International Financial Centre (DIFC), Dubai, UAE. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of the UAE.

§ 16 Invalidity of Individual Provisions and Text Form

- (1) If any provision of these GTC is held to be invalid, illegal, or unenforceable under applicable UAE law, such provision shall be deemed severed from these GTC and shall not affect the validity or enforceability of the remaining provisions. The Parties shall negotiate in good faith to replace the invalid provision with a valid one that most closely reflects the original intent and economic effect. The same shall apply to any gap or omission in these GTC.
- (2) If written form is provided for notifications or declarations, text form or electronic form, in particular e-mail, shall suffice, unless a stricter form is mandatorily required by law.

Part II: Miner Purchase

§ 17 Miner Purchase

- (1) The Customer may purchase the goods (cryptocurrency mining hardware) (hereinafter “Miner”, in the plural “Miners”) without using any additional services. The term “goods” as used in these GTC includes the Miners as well as accessories, components and spare parts within the meaning of § 21.
- (2) The purchase price is due for payment in full without any deductions upon conclusion of the contract (“Customer’s advance payment obligation”).
- (3) Delivery is made to the location chosen by the Customer. Delivery will only take place after confirmation of receipt of payment. Quetta Solutions shall not be obliged to procure or deliver the Miner before the purchase price has been received in full.
- (4) Unless expressly agreed otherwise, Quetta Solutions will determine the appropriate shipping method and the carrier at its reasonable discretion.

§ 18 Commercial Use and Allocation of Risk

- (1) By purchasing Miners offered by Quetta Solutions, the Customer confirms and declares that these will be used exclusively for commercial purposes and not for private or personal purposes. § 2 of these GTC remains unaffected.
- (2) The economic and technical risk of crypto-mining lies solely with the Customer. This includes, in particular, changes to the respective blockchain network or protocol (e.g. difficulty adjustments, halvings, forks), the price development of the mined cryptocurrencies, as well as the availability, functionality and settlement of mining pools and other third-party services.
- (3) The purchase of a Miner is a purchase of hardware. Circumstances within the meaning of paragraph 2 do not concern the quality or condition of the Miner within the meaning of the material-defect provisions of the UAE Commercial Transactions Law (in particular Articles 107 and 108). They therefore do not, in themselves, constitute a material defect of the hardware, unless a diverging quality agreement has been expressly made in an individual case. Claims of the Customer due to actual hardware defects, in particular manufacturing or functional faults of the device, remain unaffected. No particular mining yield, profitability or economic success of crypto-mining is promised or owed, and none forms part of the purchase contract.

§ 19 Deviation of Hashrate

- (1) Information on the hashrate of a Miner is based on the manufacturer’s specifications (nameplate hashrate). The actual hashrate is subject to operational fluctuations. Deviations of up to ten percent (10%) from the agreed hashrate are deemed to be in conformity with the contract and do not constitute a material defect.
- (2) Certain model series are delivered by the manufacturer in different performance levels (mixed batches). If no specific hashrate is expressly promised in the offer or order confirmation, there is no entitlement to a particular performance level within the model series; in that case the nameplate hashrate stated by the manufacturer for the specific device delivered is deemed agreed. If a hashrate range is stated, its lower value is deemed

the agreed hashrate. The tolerance under paragraph 1 relates to the hashrate determined in accordance with this paragraph.

- (3) Decisive for establishing a deviation is the average hashrate of the Miner over a continuous period of at least three (3) days under operating conditions compliant with the manufacturer's specifications (in particular power supply, cooling and ambient conditions within the manufacturer's specifications, unaltered original firmware and standard settings). The Customer must document the measurement in a verifiable manner, e.g. by device data or pool statistics. Periods in which the device automatically throttles its performance due to ambient conditions (e.g. elevated outside temperature) are disregarded in the measurement.
- (4) If the hashrate determined in accordance with paragraph 3 permanently falls below the agreed hashrate by more than ten percent (10%), the Customer shall receive a reimbursement in the amount of the percentage deviation in relation to the purchase price of the Miner. Quetta Solutions may avert the reimbursement by remedying the deviation within a reasonable period (§§ 7, 20). This reimbursement claim exists in addition to the statutory warranty rights and is contractually limited to the conditions set out below.
- (5) Claims under paragraph 4 exist only for deviations that already existed at the passing of risk. The Customer must carry out the measurement under paragraph 3 within four (4) weeks of delivery and notify the deviation in text form without undue delay after completion of the measurement; the notice periods under § 7 (2) do not apply to hashrate deviations, for which this paragraph constitutes the more specific rule. If deviations are asserted only later, solely the contractual reimbursement claim under paragraph 4 lapses; the Customer's statutory rights in respect of defects remain unaffected. Subsequent reductions in performance, in particular due to operational wear or ageing of the hardware, do not constitute a deviation within the meaning of this provision.
- (6) Reductions in performance that are based on circumstances within the meaning of § 18 (2), on the use of third-party firmware or software, on over- or under-clocking, on insufficient power or cooling supply, or on other circumstances outside Quetta Solutions' sphere of responsibility do not constitute a deviation within the meaning of this provision; § 8 (2) remains unaffected.

§ 20 Warranty

- (1) The Customer is obliged to inspect the delivered goods immediately for obvious defects and report these without delay, at the latest within fifteen (15) days from the date of actual delivery of the sold item. With regard to latent defects that cannot be discovered by usual inspection, Quetta Solutions shall be advised of the defect immediately upon discovery thereof, and the Customer must file a warranty claim within (6) six months from the date of actual delivery. Failure to comply with the inspection and notification obligations results in the exclusion of warranty claims. § 7 (2) applies accordingly.
- (2) In addition to claims for material and legal defects, there may be warranties granted by Quetta Solutions or by the manufacturers of certain items on a case-by-case basis. The details of the scope of such warranties can be found in the respective warranty conditions, which may be enclosed with the items.
- (3) Quetta Solutions expressly informs the Customer that, in the event of defect remediation during the warranty period, longer processing times may occur. Due to delays in the shipping and repair process of defective Miners, which are beyond Quetta Solutions' control, the rectification of defects under warranty may take up to 16 weeks; no binding deadline for completion is promised. The Customer has no claim to compensation for

potential direct, indirect and liquidated damages, including any loss of profit or mining revenue, arising solely from the duration of the remediation. Separate warranty claims against the manufacturer of the Miners must be asserted directly with the manufacturer.

- (4) If the Customer wishes to make use of repair or other services regarding the Miners outside of its statutory warranty rights or its rights against the manufacturer under the manufacturer's warranty, Quetta Solutions will provide a non-binding cost estimate upon request. Such repair and service works are separate services: the costs are borne by the Customer by advance payment; no deadlines or dates for completion are promised; repairs by manufacturers or other third parties (e.g. under RMA procedures) are outside Quetta Solutions' sphere of influence. Warranty is assumed only for the specific repair work carried out and the parts installed in the process, not for the fault-free operation of the device in other respects.
- (5) In the event of a resale of the Miner by the Customer, claims for reimbursement of expenses or damages are excluded. The provisions of the Federal Law No. 15 of 2020 on Consumer Protection shall not apply.

§ 21 Accessories, Components and Spare Parts

- (1) The provisions of this Part II apply accordingly to the sale of accessories, components and spare parts, in particular power supplies, controllers, cables, fans, cooling modules and container equipment, as well as comparable items.
- (2) § 19 (Deviation of Hashrate) does not apply to accessories, components and spare parts.
- (3) Compatibility with devices of other manufacturers or with devices not named in the order confirmation is not owed; the technical specifications of the respective manufacturer are decisive. No warranty is assumed and liability is excluded for disruptions or damage resulting from combination with other hardware or software or from improper installation, assembly, configuration or handling by the Customer or third parties; § 8 (2) of these GTC applies accordingly.
- (4) Accessories, components and spare parts are subject to increased operational wear in mining operation (continuous load, dust, temperature). Ordinary wear does not constitute a material defect. No particular service life or durability is warranted; the warranty covers only defects that already existed at the passing of risk. The statutory rules apply to the burden of presentation and proof, in particular for claims for defects by entrepreneurs. In all other respects, §§ 7 and 8 of these GTC apply, in particular the warranty period under § 7.

§ 22 Used and Refurbished Devices

- (1) Quetta Solutions also sells used and reconditioned ("refurbished") Miners as well as used accessories, components and spare parts (together "used devices"). Used devices are expressly designated as "used" or "refurbished" in the offer.
- (2) The sale of used devices to entrepreneurs is made under exclusion of the warranty for material and legal defects (in particular under Articles 107 and 108 of the UAE Commercial Transactions Law), unless expressly agreed otherwise in text form. The exclusion does not apply in cases of fraudulent concealment of a defect or where an express guarantee has been assumed. No guarantees are assumed for used devices; no particular quality, remaining service life or performance is warranted. § 19 (Deviation of Hashrate) does not apply to used devices. Signs of use, ageing and wear are inherent in the nature of used devices.

- (3) The exclusion under paragraph 2 does not apply to damages arising from injury to life, body or health, in cases of wilful intent or gross negligence, to claims under the Federal Law No. 10 of 2018 On Product Safety, or in cases of fraudulently concealed defects; § 8 of these GTC remains unaffected.
- (4) Upon request, the Customer shall be given the opportunity to inspect used devices, or have them inspected, prior to conclusion of the contract.

§ 23 Service and Engineering Items

- (1) Service and engineering items (in particular project planning, design, configuration, special commissioning services and consulting) are services for which the proper performance of the agreed activity is owed; no particular economic success is guaranteed. To the extent individual services qualify as works/contracting services under applicable UAE law, the Customer's statutory rights in respect of defects in such works remain unaffected; Quetta Solutions assumes no guarantee of success beyond this.
- (2) Services that have been fully rendered and accepted by the Customer, or received without complaint, are in principle not reversible; a refund of the remuneration owed for them is excluded, unless the Customer is entitled to statutory claims, in particular for damages. The unwinding of a purchase contract for hardware does not extend to the remuneration attributable to service and engineering items; claims of the Customer on an independent legal basis relating specifically to the service itself remain unaffected.
- (3) Paragraphs 1 and 2 do not apply in cases of wilful intent or gross negligence, injury to life, body or health, or claims under the Federal Law No. 10 of 2018 On Product Safety; § 8 (5) of these GTC remains unaffected.

§ 24 Retention of Title

- (1) The delivered goods remain the property of Quetta Solutions until full payment of the purchase price, including VAT and any shipping costs, in accordance with applicable UAE law.
- (2) The Customer shall handle the goods subject to retention of title with due care and insure them at its own expense at their replacement value against fire, water, and theft damage.
- (3) If the goods subject to retention of title are seized or exposed to any other third-party claim or interventions, the Customer is obliged, as long as ownership has not yet been transferred to it, to point out Quetta Solutions' ownership rights to the third party and to notify Quetta Solutions of this immediately in writing. The Customer is liable to Quetta Solutions for any judicial or extrajudicial costs incurred in this connection if the third party is not able to reimburse Quetta Solutions for these costs.
- (4) Until full payment, the Customer may not pledge the goods subject to retention of title, assign them as security or otherwise encumber them, and may not resell them without Quetta Solutions' prior consent in text form. If the Customer resells the goods with such consent before full payment, the Customer already now assigns to Quetta Solutions, by way of security, all claims arising from the resale up to the amount of the outstanding purchase price.
- (5) In the event of payment default by the Customer, Quetta Solutions shall be entitled to demand the return of the goods subject to retention of title. Taking back the goods does not constitute a rescission of the contract unless Quetta Solutions expressly declares so in text form.

§ 25 Organisation of Shipping and Transport

- (1) If Quetta Solutions, at the Customer's request, organises the transport of the Customer's hardware (e.g. to the manufacturer, a repair centre or an address designated by the Customer), it provides solely an organisational service on behalf and for the account of the Customer. Quetta Solutions is neither a carrier nor a freight forwarder within the meaning of applicable UAE transport law and does not owe any carriage; the carriage is performed by the commissioned transport company. What is owed is the careful selection and commissioning of the transport company and transport-appropriate packaging; no transport success is owed. The provisions on delivery and shipping of goods sold by Quetta Solutions (§ 6) and on the remediation of defects (§ 20) remain unaffected.
- (2) The risk of accidental loss or accidental deterioration passes to the Customer upon handover of the hardware to the transport company.
- (3) Quetta Solutions neither takes out nor provides transport insurance unless expressly agreed otherwise in text form; selection and conclusion are the responsibility of the Customer.
- (4) Customs duties, import charges and other levies are borne by the Customer. If the Customer confirms a value of goods stated in the offer for the customs declaration, the declaration is made on this basis; any resulting additional claims are borne by the Customer.
- (5) Transport deadlines are non-binding. Quetta Solutions is liable for performance failures of the commissioned transport company in accordance with § 8 of these GTC; otherwise, delays by the transport company do not give rise to any claims against Quetta Solutions.
- (6) Agreed shipping and logistics flat rates are earned upon performance of the service; a subsequent termination or unwinding of the purchase contract does not affect the remuneration claim.