

General Terms and Conditions of Schmidhuber Integrated Services GmbH (Contractor) for Works Contracts

1. Application of the General Terms and Conditions

- 1.1 Contracts assigned to the Contractor shall exclusively be subject to the following General Terms and Conditions. The Customer's General Terms and Conditions shall not become a part of the contract, even if the Contractor does not expressly object to them. This shall apply even in cases where the Customer specifies that it will only enter into contracts on its own terms and conditions. Confirmation or performance of the contract shall not be considered to constitute acceptance of different general terms and conditions.
- 1.2 These Terms and Conditions shall also apply to all future supplies of goods and services by the Contractor, even if they are not agreed again separately.

2. Quotation and supplies of goods and services, Customer cooperation

- 2.1 All quotations of the Contractor shall be non-binding and without obligation, unless they are expressly designated as binding and specify a fixed period for acceptance.
- 2.2 Information provided by the Contractor on the subject of the goods and services (weights, measurements, colors, utility values, load-carrying capacity, tolerances, technical data, etc.) as well as representations of same (drawings, pictures, etc.) shall only be relevant as approximations, unless the ability to use them for the contractually agreed purpose requires exact agreement. They shall not constitute physical characteristics, but descriptions or designations of the goods or services to be supplied. Normal variances or variations that are made due to legal requirements or that represent technical improvements as well as the substitution of components with equivalent parts are permissible, provided they do not adversely affect the ability to use them for the contractually agreed purpose.
- 2.3 The Customer shall provide to the Contractor or to subcontractors engaged by the Contractor the required support and cooperation in a timely manner without this having to be expressly requested by the Contractor.

3. Acceptance and risk assumption

- 3.1 The Customer shall perform an acceptance on the goods and services upon completion. Acceptance shall not be refused for immaterial defects.
- 3.2 The goods and services shall be deemed accepted when
 - the supply of goods and services has been completed,
 - the Contractor has notified the Customer of this fact, pointing out assumed acceptance, and requested the Customer to perform the acceptance,
 - twelve working days have passed since the Customer was notified or the Customer has begun to use the goods and services and in this case six working days have passed since commencement of use, and
 - the Customer has failed to perform the acceptance within this period for a reason other than a not immaterial defect of which it has notified the Contractor.
- 3.3 The Customer shall assume the risk of accidental destruction of the goods and services from the time of acceptance, assumed acceptance pursuant to section 3.2, or the time it is in default of acceptance, whichever event occurs first. If the goods and services, supplied or performed in full or in part, are damaged or destroyed before acceptance as a result of force majeure, war, unrest, or other circumstances that are objectively unavoidable and for which the Contractor is not responsible, the Contractor shall be entitled to remuneration for the goods and services already supplied and any other costs already incurred.

4. Performance periods and dates, delay

- 4.1 The periods and dates indicated by the Contractor for the supply of goods and services shall only be approximate, unless a fixed period or a fixed date has expressly been promised or agreed.
- 4.2 The Customer's rights in the event of delays or the failure to supply goods and services shall be governed by the legal provisions for works contracts. The Contractor shall not be liable for the impossibility to supply goods or provide services or for delays in doing so, provided these were caused by force majeure or events that could not be foreseen at the time the contract was entered into (any kind of disruption of operations, difficulties in procuring materials or energy, transport delays, strikes, legal lockouts, shortages of labor, energy, or commodities, difficulties in obtaining the necessary authorizations from the authorities, measures implemented by public authorities, failure by suppliers to deliver at all, on time, or correctly, etc.) and the Contractor is not responsible for them. If such events are not only of temporary duration and they make it impossible or severely hamper the supply of goods and services, the Contractor shall have the right to withdraw from the contract. In the case of obstructions of temporary duration, the performance periods or performance deadlines shall be extended by the period of the obstruction plus an adequate startup period.

5. Warranty and liability

- 5.1 In the case of substantive or legal defects in the goods and services, the legal provisions for works contracts shall apply. The limitation period shall be one year from acceptance or assumed acceptance of the goods and services pursuant to section 3.2.
- 5.2 In the case of defects in components of other manufacturers that the Contractor cannot remedy for license or factual reasons, the Contractor may opt to assert its warranty claims against the manufacturers and suppliers for the Customer's account or assign said claims to the Customer. Warranty claims against the Contractor in the case of such defects shall exist only subject to the other conditions and in accordance with these General Terms and Conditions, if legal enforcement of the above-mentioned claims against the manufacturers and suppliers was unsuccessful or there is no prospect of success, for example due to insolvency. While legal action is being taken, the limitation period of the Customer's warranty claims against the Contractor shall be suspended.
- 5.3 The Customer's warranty claims shall expire if and to the extent that the Customer, without the Contractor's consent, modifies the Contractor's defective goods and services or has the goods and services modified and this course of action makes it impossible or unreasonably difficult to remedy the defect. This shall not apply to claims for damages that had arisen before the goods and services were modified.
- 5.4 The Contractor shall be liable for loss or damage resulting from injury to life, body, or health or from infringement of material contractual obligations in accordance with legal provisions. In the case of loss or damage resulting from infringement of material contractual obligations, the Contractor shall be liable in an amount limited to the loss or damage that is foreseeable at the time the contract is entered into and that is typical of such a contract, unless the Contractor, its legal representative, or its vicarious agent have caused the loss or damage willfully or grossly negligently.

- 5.5 The Contractor shall be liable in accordance with the legal provisions for other losses or damage, with the exception of loss or damage incurred due to the impossibility to supply goods and services or due to delays within the meaning of section 4.2, on the understanding that it shall be liable only for its own willful or grossly negligent behavior and the willful or grossly negligent behavior of its legal representatives and vicarious agents.

6. Remuneration

- 6.1 The prices shall apply to the scope of goods and services listed in the order confirmations. Additional or special supplies shall be charged for separately.
- 6.2 Invoice amounts shall be payable within thirty days without any deductions, unless a different arrangement has been agreed. The relevant date of payment shall be the date of receipt by the Contractor. Due amounts shall attract interest at 5% p.a. from the due date. The right to claim higher interest rates and other damages in the case of default shall remain unaffected.

7. Termination

- 7.1 If the Customer terminates the contract without good cause pursuant to section 649 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), it shall be assumed that the Contractor is entitled to compensation of 10% of the agreed remuneration attributable to the portion of the goods and services not yet supplied, unless the parties provide individual evidence of a higher or lower amount of compensation. If the Customer only provides planning output, it shall be assumed that the Contractor is entitled to compensation of 40% of the agreed remuneration attributable to the portion of the goods and services not yet supplied, unless the parties provide individual evidence of a higher or lower amount of compensation.
- 7.2 The right of the parties to terminate the contract for good cause shall not be affected by this. Good cause shall apply in particular if:
 - 7.2.1 an application for the opening of insolvency proceedings over the assets of the respective other party has been filed or
 - 7.2.2 insolvency proceedings over the assets of the respective other party have been opened or insolvency proceedings have been refused due to a lack of assets or
 - 7.2.3 proceedings to obtain a statutory declaration of insolvency have been instituted against the respective other party.Another good cause applicable to the Contractor shall be, if:
 - 7.2.4 the performance of the contract is recognizably put at risk by the Customer's inability to pay.
- 7.3 Sections 8 (Rights to work results/copyright) and 9 (Confidentiality and data protection) shall remain in force even after termination of the contract.

8. Rights to work results/copyright

- 8.1 Unless otherwise specified in the contract or necessary for the Customer due to the purpose of the contract, the Contractor shall exclusively be entitled to all the work results arising in connection with the performance of the contract. This shall apply in particular to the exclusive rights to use goods and services protected by copyright, such as buildings, plans, documentation, reports, drawings, images, films, and software.
- 8.2 If the goods and services supplied by the Contractor are part of an overall work, the Contractor shall have the right to make drawings, images, and films of the overall work and use them for its own advertising and documentation purposes.
- 8.3 In addition to the usage right arising from the contract or the purpose of the contract, the Customer shall have the right to make drawings, images, and films of the Contractor's copyrighted goods and services and use them for its own advertising and documentation purposes. The Customer shall not be granted any other usage rights.
- 8.4 If the Customer uses copyrighted goods and services of the Contractor, it shall clearly disclose the Contractor's legal ownership.

9. Confidentiality and data protection

- 9.1 All business, commercial, or technical information made accessible by the Contractor shall be kept secret from third parties for as long as and to the extent that it can be demonstrated not to be in the public domain and, in the Customer's own operations, shall only be made available to persons who need to be involved for the purpose of performing the contract and who are likewise obliged to maintain confidentiality.
- 9.2 Such information shall not be copied or recorded without the Contractor's prior consent, unless this is required by the purpose of the contract.
- 9.3 At the Contractor's request, all information, data, documents, and storage media originating from it, including copies or recordings made, shall be handed over to the Contractor without delay and in full, or shall, at its request, be destroyed in a manner that prevents reconstruction. The Customer shall have no right of retention. The Customer shall provide evidence to the Contractor that the material has been fully returned or destroyed and shall confirm this in writing.
- 9.4 If the Customer becomes aware of indications that unauthorized third parties may have obtained access to the information and data, it shall inform the Contractor without delay and in consultation with the Contractor initiate any steps necessary to clarify the matter and prevent access in the future.

10. Subcontractors

The Contractor has the right, even without the Customer's approval and without having to notify the Customer of this explicitly, to use suitable subcontractors in the performance of the contract.

11. Retention of title

Unless the work results, parts, building, or other materials are a material component of an item owned by the Customer or a third party, the Contractor reserves the right to ownership of these objects until all the Contractor's receivables under the contract have been settled.

12. Right of retention and offsetting

Rights of retention by the Customer are excluded, unless its claims are undisputed, have been determined by a court of law, or are based on mutual amounts receivable. Offsetting shall only be permissible in the case of receivables that are undisputed, have been determined by a court of law, or are mutual.

13. Notification of payment difficulties

The Customer shall inform the Contractor without delay of imminent or existing payment difficulties or if an application for insolvency has been filed.

14. Place of jurisdiction, applicable law

16.1 The place of jurisdiction shall be Munich.

16.2 All legal relationships between the Contractor and the Customer shall exclusively be subject to the laws of the Federal Republic of Germany.

The application of the UN Convention on Contracts for the International Sale of Goods and of private international law shall be excluded.

15. Severability

If one of the provisions of this contract is ineffective, this shall not affect the validity of the rest of the contract. The parties shall in such a case agree an arrangement that meets the interests of both sides.