

# General Terms and Conditions for INTILION AG Services

## 1. General terms, scope, and contract conclusion

- 1.1. These General Terms and Conditions of Service (hereinafter: GTC-S) apply to all servicing, repair, maintenance and other works – including those performed in the future – (collectively hereinafter “the Services”) provided by our company (the “Contractor”). The GTC-S apply only if the customer is an entrepreneur (Section 14 of the German Civil Code [BGB]), a legal entity under public law, or a special fund under public law. The applicable version of the General Terms and Conditions of Delivery and Assembly of the Contractor, which are available at <https://intilion.com/allgemeinen-geschaeftsbedingungen/>, applies with regard to spare parts that may be required for the performance of the Services.
- 1.2. The GTC-S of the Contractor apply exclusively. Any general terms and conditions of the customer that deviate from, contradict, or supplement the GTC-S only become part of the contract if and to the extent that the Contractor explicitly agrees. The agreement of the Contractor is required in all circumstances, including if the Contractor completes a delivery to the customer unconditionally in acknowledgment of the customer’s general terms and conditions.
- 1.3. The contract agreed in writing, including the GTC-S, is the sole basis for the legal relationship between the Contractor and the customer. The contract includes all agreements made between the contractual parties on the subject of the contract in full. Verbal undertakings by the Contractor prior to the contract being agreed are not legally binding and verbal agreements between the contractual parties are replaced by the written contract unless the contract specifically states that said verbal agreements continue to apply and be legally binding.
- 1.4. Supplementary provisions and amendments to the agreements, including the GTC-S, must be made in writing and signed in order to be valid. With the exception of the management or authorized signatories, employees of the Contractor are not entitled to reach any other verbal agreements. Guarantees and assurances must be clearly identified as such and confirmed in writing.
- 1.5. Offers made by the Contractor are subject to alteration and are non-binding. The ordering of the Services by the customer is considered to be a legally binding contract offer. The Contractor is entitled to accept this offer within 14 days of receiving it, unless other terms are specified in the order. Offers can be accepted by order confirmation provided either in writing and signed or in writing (e.g., letter, e-mail, fax) or by the performance of the Services.
- 1.6. Drawings; illustrations; technical details; and weight, dimensions, and service specifications are only considered to be approximations, unless the ability to use the Services for the contractually agreed purpose requires said information to be precisely defined. In particular, this information does not represent an agreed or guaranteed level of quality. The Contractor reserves all rights of ownership and copyright to these documents. They must not be disclosed to third parties without the written and signed approval of the Contractor. Statements provided in product documentation, technical information, and other publicly available information are only legally binding if the Contractor explicitly confirms them.
- 1.7. Legally binding statements and notifications submitted to the Contractor after the contract with the customer is agreed (e.g., notification of notice periods or defects or notices of contract termination or price reduction) must be provided either in writing and signed or in writing (e.g., letter, e-mail, fax).

## **2. Cooperation and technical support and assistance by the customer**

- 2.1. Prior to service provision, the customer will notify the Contractor of the conditions and circumstances on site and inform the Contractor of any particular local, spatial, and infrastructure-related features that may hinder the proper performance of the Services in accordance with the contract.
- 2.2. The customer will provide the necessary number of support staff for the requisite period of time at its own expense and risk and, if so agreed, tools; lifting equipment with operating personnel; and all materials and pieces of equipment necessary to ensure the proper performance of the Services. In addition, the customer will provide the personnel of the Contractor ("Service Personnel") with a dry, lockable room suitable for the safe storage of delivered parts, tools, clothing, and other property of the Service Personnel. The customer will provide the Contractor with any operating materials, supplies, and utilities (e.g., electricity, water, compressed air, etc.) required for performing the ordered Services at its own expense. The customer also bears any related costs of disposal (e.g., wastewater, etc.). The customer will ensure that its support staff follow the instructions of the Contractor. However, the Contractor does not assume any liability for the customer's support staff.
- 2.3. If tools or equipment provided by the Contractor are damaged or lost at the location of the works and the customer is responsible for the loss or damage, the customer is obliged to replace them.
- 2.4. The customer undertakes to comply with valid health and safety requirements and provide a safe workplace and suitable working conditions; this includes cleaning the machinery and systems that are being repaired. The customer will notify the Service Personnel of any specific health and safety requirements that apply to its premises.
- 2.5. The customer is solely responsible for complying with its obligations as an entrepreneur as defined in the accident prevention regulation German Social Accident Insurance (DGUV) Regulation 3, and particularly Sections 3 to 5 of this regulation.
- 2.6. The customer will obtain the necessary internal work approvals, access authorizations, passes, etc. at its own expense.

## **3. Prices and terms of payment**

- 3.1. Unless otherwise agreed in writing, the fee and travel expenses invoiced by the Contractor are calculated according to the Contractor's list of prices and services as valid on the date the contract is agreed, which the Contractor will send to the customer by mail. Value added tax is charged at the statutory rate to the customer.
- 3.2. The Contractor is entitled to request an appropriate advance payment when the contract is agreed.
- 3.3. Parts, materials, and additional services, as well as travel and accommodation costs for the Service Personnel, must be listed separately in the invoice. If the Service is performed on the basis of a binding quote, a reference to the quote is sufficient, with deviations from the scope of services being listed separately.
- 3.4. The agreed fee is based on unimpeded access to the place of performance and the customer meeting all cooperation obligations. If the Service is delayed through no fault of the Contractor, the customer will assume all reasonable costs for the delay and any further travel required by the Service Personnel.
- 3.5. If the customer is in default of payment, the customer will pay default interest at the respective default interest rate. The Contractor reserves the right to assert further claims for damages due to the default. In dealings with merchants, the right of the Contractor to assert interest as of the due date at the commercial rate (Section 353 of the German Commercial Code [HGB]) remains unaffected.
- 3.6. Unless otherwise agreed, the payment for the Services must be made to the account of the Contractor without any discount 10 days following receipt of the invoice.

- 3.7. The customer can only offset amounts and/or exercise rights of retention if the counterclaim is undisputed or established as final and absolute.
- 3.8. If the customer also utilizes an e-mail address alongside its mail address in its business operations, the Contractor is entitled to submit its invoice electronically (via e-mail) to the customer, unless the customer objects to electronic invoicing.

## 4. Travel expenses

- 4.1. The travel expenses of the Service Personnel include the costs of rail travel and flights and the costs of transporting and insuring personal luggage and tools carried or sent by the Service Personnel and are charged to the customer at cost. These expenses also include any costs of obtaining visas and for conducting necessary medical and health authority examinations, as well as for duties, sureties, and other costs of cross-border business.
- 4.2. Travel expenses also include the costs of family time in accordance with collective bargaining agreements for Service Personnel while they are on duty.
- 4.3. Travel expenses for trips made using a vehicle are charged on a per-kilometer basis according to the applicable rates, which can be requested from the Contractor at any time. The Contractor is responsible for choosing the mode of transport at its reasonable discretion.
- 4.4. If the accommodation for the Service Personnel is located more than 2 km from the site, daily travel expenses will be charged and the time spent traveling to and from the accommodation will be considered travel time.

## 5. Unperformable Service

- 5.1. Any fault diagnosis carried out for the purposes of offer preparation will be charged to the customer, together with any additional expenses, even if the Service cannot be performed for reasons not attributable to the Contractor, including but not limited to the following cases:
  - a. The fault did not occur during the diagnosis procedure.
  - b. The customer culpably missed the agreed service appointment.
  - c. The contract was canceled by the customer during performance.
  - d. Necessary replacement parts cannot be procured within a reasonable period of time.
  - e. The outcome of the fault diagnoses indicates that another Service is required (e.g., the battery charger is faulty, not the battery).
- 5.2. The item for which the Service was performed ("Service Item") must only be restored to its original condition at the express wish of the customer in return for the reimbursement of associated costs, unless the works performed were not necessary.
- 5.3. The customer will be charged for interruptions to the performance of the Services and extensions to the performance period beyond the explicitly agreed final deadline that are due to circumstances not attributable to the Contractor.

## 6. Service period and delays to the performance of the Services

- 6.1. Information on service periods are based on estimates and are therefore not contractually binding. The customer may only agree a contractually binding service period once the scope of the works has been specified in detail, the required spare or replacement parts are in the possession of the customer or can be ordered by the customer at short notice, an agreement has been reached on the scope of the customer's cooperation in performing the Services, and all official approvals have been obtained by the customer and are in the customer's possession. The contractually binding service period begins on the date on which the customer and Contractor agree that the aforementioned requirements have been

met, the Contractor has unimpeded access to the place where the Services are performed, the customer has approved the start of the Services, and the start date of the Services has been recorded in an official document, which has been signed by the customer and the Contractor.

- 6.2. The service period is extended accordingly if the customer commissions additional or supplementary works or if additional Services are required.
- 6.3. The contractually binding service period has been adhered to if, by the end of it, the Service Item is ready to be handed back over to the customer or, if a testing procedure has been agreed, said testing procedure is ready to be carried out.
- 6.4. The Contractor is not liable for the performance of the Services not being possible, the non-performance of the Services, or delays to the performance of the Services due to force majeure or other events that were unforeseeable when the contract was agreed (e.g., interruption of operations of any kind; difficulties in procuring materials or energy; transport delays; strikes; lawful lockouts; shortages of staff, energy, or raw materials, difficulties in obtaining the necessary official approvals; official measures; or if materials are not supplied correctly, in time, or at all by suppliers) and that are not attributable to the Contractor. The COVID-19 pandemic is considered to be a case of force majeure as defined in this section 6.4. If such events make it severely difficult or impossible for the Contractor to perform the Services and the interruption is not just of a temporary nature, the Contractor is entitled to withdraw from the contract. In the case of temporary interruptions, the service periods are extended and service dates postponed by the duration of the interruption, plus a reasonable start-up period. If it is not reasonable for the customer to accept the delivery or service as a result of the delay, the customer may withdraw from the contract by submitting a corresponding declaration to the Contractor without undue delay.

## 7. Certification of Service completion; approval

- 7.1. Following the completion of the Services, and at the latest at the end of each working week, the customer will sign off the working hours of the Service Personnel using the forms submitted by the Service Personnel.
- 7.2. The customer undertakes to approve the Services as soon as it has been notified of their completion or, on a case-by-case basis, the contractually agreed testing of the Service Item has taken place. If a Service proves not to have been performed in accordance with the contract, the Contractor is obliged to rectify the defect. This does not apply if the defect is due to a reason attributable to the customer. If a minor defect exists, the customer cannot refuse to accept the Service.
- 7.3. If the acceptance of the Services is delayed through no fault of the Contractor, acceptance is deemed to have taken place one week after the notification of the completion of the Services, or at the latest with the commissioning of the Service Item.
- 7.4. If the Services are accepted, the Contractor has no further liability for obvious defects provided the customer has not reserved the right to claim certain defects.

## 8. Liability for defective Services

- 8.1. Unless otherwise agreed, the rights of the customer with regard to defective Services are subject to legal requirements.
- 8.2. The customer must notify the Contractor of an identified defect without undue delay either in writing and signed or in writing (e.g., letter, e-mail, fax) and grant the Contractor the necessary time and opportunity to rectify the defect.
- 8.3. The Contractor is not liable if the defect is due to a reason attributable to the customer; this applies in particular with regard to parts provided by the customer and improper changes or repair work performed without the prior approval of the Contractor.

- 8.4. If a request to rectify defects on the part of the customer proves to be unjustified, the Contractor can request the reimbursement of the resulting costs, unless it was not clear to the customer that the Contractor was not liable for the defect.
- 8.5. The Contractor is not liable for any of the following:
- a. Defects caused by damage, incorrect connections and operation, or the failure to follow manufacturer instructions on the part of the customer.
  - b. Damage caused by improper or inappropriate use.
  - c. Damage caused by force majeure (e.g., lightning strike).
  - d. Damage caused by contamination or wear and tear as a result of the overloading of mechanical and/or electronic parts.
  - e. Damage caused by unusual mechanical, chemical, or ambient influences.

## 9. Services at the Contractor's premises

- 9.1. In the case of services that require the Service Item to be transported to the premises of the Contractor or one of its subcontractors, the Service Item will be delivered and collected at the expense of the customer.
- 9.2. The customer also bears the transport risk. At the request and expense of the customer, the delivery and collection of the Service Item will be insured against insurable transport risks such as theft, breakage, and fire.
- 9.3. The Service Item is not insured while the Services are being performed on the premises of the Contractor or one of its subcontractors. The customer must ensure that the existing insurance cover for the Service Item, e.g., against damage caused by fire, water, storm, and machine breakdown, is maintained. The Contractor will only arrange insurance cover for these risks at the explicit request and expense of the customer.
- 9.4. If the customer is delayed in collecting the Service Item, the Contractor is entitled to charge a reasonable storage fee for storing the Service Item on its premises or on the premises of the subcontractor. The Service Item can also be stored elsewhere at the discretion of the Contractor. The costs and risks of such storage are borne by the customer.

## 10. Liability of the Contractor

- 10.1. The Contractor is liable in accordance with the statutory provisions for breaches of contractual or non-contractual obligations unless otherwise specified in the GTC-S, including in the following provisions.
- 10.2. The Contractor is only liable for compensation for damages, irrespective of the legal basis, in the case of a) intent, b) gross negligence on the part of the owner/executive bodies or executive management, c) culpable personal injury or death, d) defects that were fraudulently concealed or guaranteed not to occur. In the case of culpable breaches of material contractual obligations (obligations that must be met to ensure the proper performance of the contract, the observance of which the contractual party assumes and is entitled to assume), the Contractor is also liable for gross negligence on the part of non-executive employees and in the case of minor negligence. In the latter case, liability is limited to damages typical of the contract that could reasonably be expected. No further claims will be made.

## 11. Statute of limitations

- 11.1. The limitation period for contractual and non-contractual claims for defective Services is 12 months from the date of acceptance.
- 11.2. Statutory limitation periods apply to the compensation claims pursuant to section 10 a) to d).

11.3. Statutory limitation periods also apply to defects affecting a building or Services that are normally used for a building and have caused the building to be defective.

## 12. Place of jurisdiction and applicable law

12.1. If the customer is a merchant or a legal entity under public law, the place of jurisdiction is Paderborn, Germany. The same place of jurisdiction applies if the customer does not have a general place of jurisdiction in the Federal Republic of Germany. However, the Contractor may also file lawsuits against the customer at the customer's registered place of business at its discretion. For lawsuits filed against the Contractor, the sole place of jurisdiction is Paderborn, Germany. This does not affect any legal requirements concerning sole places of jurisdiction.

12.2. All legal relationships between the Contractor and the customer are subject to the law of the Federal Republic of Germany applying to legal relationships between parties based in Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

## 13. Personal data

14. The privacy policy of the Contractor, which is accessible at <https://intilion.com/en/privacy-policy/>, applies to the processing of personal data.