General Terms & Conditions (GTC) of Zühlke Engineering GmbH

1 Scope and Applicability

(a) These general terms and conditions ("GTC") shall govern the contractual relationship between Zühlke and the client (the "PARTIES"). They apply to all services that the client receives from Zühlke, even if no specific reference is made to the GTC in individual cases.

(b) The general terms and conditions of the client shall be excluded.

(c) These general terms and conditions apply exclusively to business operators, i.e. natural or legal persons or partnerships with legal capacity, which when concluding legal business transactions act in their commercial or independent professional role.

(d) Defined terms shall always have the same meaning in all documents belonging to the contract.

2 Conclusion of Contract and Parts of the Contract

(a) Offers issued by Zühlke shall be valid for 14 days unless the offer stipulates a different period of validity.

(b) A contract between Zühlke and the client (the "CONTRACT") is concluded as follows:

- (i) by both PARTIES signing a written contractual document (the "CONTRACTUAL DOCUMENT");
- (ii) by the signing of Zühlke's offer or by order confirmation based on an order submitted by the client; or
- (iii) by implied conduct in which the client accepts services of Zühlke that are normally provided only against remuneration.

(c) The CONTRACT consists of the following components, which shall, in the event of contradictions, apply in the following order of priority:

- (i) CONTRACTUAL DOCUMENT and/or offer and order confirmation;
- (ii) Appendices;
- (iii) Zühlke GTC.

(d) If a CONTRACTUAL DOCUMENT exists, Zühlke's offer and the requirement specifications of the client shall only form a part of the CONTRACT if these documents are expressly referred to in the CONTRACTUAL DOCUMENT.

(e) The offer shall have priority over the requirement specifications.

(f) Deviations from the GTC shall only be valid if they are defined in individual agreements.

3 Services

Zühlke shall provide the services defined in the CONTRACT (the "SERVICES"). These may specifically include the following types of services:

(a) Project services with responsibility for results (the "PROJECT SERVICES");

(b) Services without responsibility for results (the "CONSULTING SERVICES").

4 Place of Fulfilment

Unless otherwise agreed, the place of fulfilment shall be the respective Zühlke corporate location.

5 Scheduling

Specified delivery dates and provision of service times are approximate, unless explicitly agreed otherwise.

6 Acceptance

(a) PROJECT SERVICES shall be inspected by the client on the agreed date. If no inspection date has been agreed, inspection shall take place as soon as is customary in the ordinary course of business. The client will inspect all interim results provided by Zühlke (test results, documentation, specifications, program parts, etc.) on an ongoing basis and notify Zühlke without delay in writing about any objections.

(b) Zühlke shall be notified without delay and in writing of any detected defects.

(c) If the client fails to perform the inspection or fails to notify Zühlke of detected defects in good time, the relevant SERVICES shall be deemed to have been accepted.

(d) Only defects that significantly impair the use of PROJECT SERVICES ("SIGNIFICANT DEFECTS") shall entitle the client to refuse acceptance. All other defects shall be considered insignificant ("INSIGNIFICANT DEFECTS"), and shall not entitle the client to refuse acceptance.

(e) Acceptance is deemed to have occurred when a PROJECT SERVICE is used productively.

7 Default

(a) If Zühlke fails to meet an agreed and binding deadline related to the PROJECT SERVICES, the client must deliver to Zühlke a default notice, upon receipt of which Zühlke shall be in default. Setting a reasonable grace period (minimum 10 working days), the client shall request subsequent fulfilment.

(b) All declarations by the client pursuant to clause 7(a) must be made in writing in order to be valid.

8 Involvement of Third Parties

(a) Zühlke may engage subcontractors domestically and from abroad to perform the SERVICES.

(b) The client shall be entitled to refuse subcontractors for justifiable reasons.

(c) Zühlke shall be responsible for the services rendered by such subcontractors as it is for its own. Clause 20 explicitly applies.

(d) In the course of providing the services, Zühlke may use cloud services and data centre services provided by third parties.

9 Use of AI

(a) Zühlke may use Artificial Intelligence ("AI") as auxiliary technology in providing the SERVICES.

(b) Zühlke remains fully responsible for the quality, security and contractual compliance of the SERVICES.

(c) AI-generated outputs are subject to appropriate human review prior to their use.

(d) Zühlke processes Customer information in accordance with applicable law, the contractual confidentiality obligations and Zühlke's Responsible AI Use Standard.

(e) Further details regarding Zühlke's AI governance are set out in the Responsible AI Use Standard, available upon request or incorporated into the Agreement where applicable.

10 Cooperation of the Client

(a) The client shall provide Zühlke in a timely manner with all the information needed to fulfil the CONTRACT.

(b) The client creates the conditions necessary for Zühlke to perform the SERVICES. In particular, the client shall have the following obligations:

(i) cooperation in the project organisation;

(ii) appointing of a person responsible for the project, who has the required skills and capacity and who may only be replaced for good reasons with the consent of Zühlke;

(iii) timely procurement of the materials and means that are to be made available by the client, such as third party products, third party services and services that the client will perform itself;

(iv) securing and coordination of the services of secondary suppliers;

(v) performance of regular data backups;

(vi) informing Zühlke about regulatory requirements and specific technical standards, provided that the provision of this information is not expressly assigned to Zühlke in the CONTRACT;

(vii) obtaining of the necessary authorisations, permits and licenses.

(c) If the client does not fulfil its cooperation obligations, any deadlines that Zühlke would be bound to may no longer be adhered to and the client shall compensate Zühlke for additional expenses and losses that Zühlke incurs due to the client's delay and breach of its cooperation obligations. Unproductive time due to such a delay shall be regarded as working time.

11 Special Provisions for Product Development

(a) If a product is mass produced, the client is obligated to add his logo, as well as his contact address on to the product.

(b) The client is responsible to adhere to any obligations of the manufacturer / distributor / legal manufacturer or the like, unless these obligations have been explicitly assigned to Zühlke.

12 Changes to the Services

(a) Both PARTIES may request changes to the SERVICES. If a change to SERVICES results in additional expenses, Zühlke shall be compensated accordingly by the client.

(b) If an impact on costs or deadlines is expected, Zühlke shall inform the client in a suitable manner and prior to performing the revised SERVICES, except for cases of particular urgency.

13 Remuneration

(a) The client shall pay Zühlke the remuneration as specified in the CONTRACT, generally such remuneration being either calculated on a time and materials basis, as a fixed price or as a flat-rate service fee. Unless otherwise agreed, Zühlke shall be remunerated on a time and materials basis.

(b) The client shall accept Zühlke's rates in force at the time of conclusion of the CONTRACT.

(c) Value added tax shall be stated and invoiced separately.

(d) For assignments carried out away from the Zühlke domicile, travel time shall be regarded as working time. Zühlke shall also be entitled to reimbursement of travel and general expenses.

14 Invoicing

(a) Unless agreed otherwise, Zühlke shall invoice the SERVICES monthly after performance of the SERVICES.

(b) Invoices from Zühlke shall be paid within 14 days from the date of the invoice. Should the invoice not be paid within this period, the client shall without further notice be in default of payment and owe interest on arrears at a rate of 5% p.a.

15 Non-Solicitation Agreement

(a) The PARTIES are not permitted to actively entice (directly or indirectly) employees of the other party to work for them. This shall apply equally to persons who performed work for the client as an employee of a subcontractor of Zühlke.

(b) This non-solicitation agreement shall apply for the duration of the performance of the SERVICES as well as for 1 year thereafter.

16 Intellectual Property Rights

(a) If the results of PROJECT SERVICES constitute a patentable invention, the client is entitled to this patent after having paid the owed remuneration for the PROJECT SERVICES in full. The transfer of the intellectual property right is free of charge. If Zühlke is required to pay an inventor's fee to an employee, the client shall reimburse Zühlke the corresponding fee. The filing of patents is not part of the SERVICES provided by Zühlke. If required and possible, Zühlke may provide support services to the client regarding the filing of patents for a separate fee.

(b) With regard to all other intellectual property rights (in particular copyrights and know-how) the client shall be granted a comprehensive right of use (the "RIGHT OF USE") after having paid the owed remuneration in full.

(c) The RIGHT OF USE shall allow the client to use the work results for the purpose stipulated in the CONTRACT. Unless otherwise stipulated, the RIGHT OF USE is of an unlimited duration and transferable and also includes the right to edit and distribute the work results.

(d) The RIGHT OF USE is not exclusive. Furthermore, the client is not entitled to independently distribute standard components of Zühlke (in particular frameworks and shared libraries) in any other way than together with the work results in which such components are integrated.

(e) If a third party product or open source software is an integral component of the SERVICES, the license provisions of the third party manufacturer or the applicable open source license shall apply to such third party products.

17 Warranty

17.1 Notification of defects

The client shall notify Zühlke in writing immediately upon detecting defects. Otherwise, the client shall lose its warranty rights.

17.2 Project Services

(a) In the case of PROJECT SERVICES, Zühlke warrants that these shall have the agreed properties and shall be suitable for the use described in the CONTRACT.

(b) The warranty period is 12 months. The period begins with the overall acceptance of the work results.

(c) During the warranty period, the client shall be entitled to remedy of defects. This does not apply if the SERVICES provided by Zühlke are modified by the client or by third parties commissioned by the client. If the SERVICES relate to software, it is sufficient that Zühlke provides the client with a patch or bug fix, or demonstrates reasonable workarounds.

(d) If it is not possible to remedy a defect, the client shall, upon setting a reasonable deadline in writing, be entitled to a reduction of the price corresponding to the impact in value or – in the event of SIGNIFICANT DEFECTS – to withdraw from the CONTRACT. Self-performance by the client, pursuant to Article 637 of the Civil Code (BGB), is not permitted.

(e) Regarding compensation for damages and reimbursement of futile expenses, clause 20 applies.

17.3 Consulting Services

Zühlke shall provide CONSULTING SERVICES with due care and diligence.

18 Third Party Rights / Defect of Title

18.1 Principles

(a) If the client, using the work results of the PROJECT SERVICES in the contractually defined manner, is held liable by a third party for an asserted infringement of intellectual property rights (the "INFRINGEMENT OF RIGHTS"), Zühlke provides a warranty if the following conditions are met:

(i) the PROJECT SERVICES have not been amended by the client itself or by a third party appointed by the client;

(ii) the asserted claim is notified to Zühlke in writing without delay;

(iii) the client follows the instructions of Zühlke in defending against the third party claim and refrains from conducting negotiations with or making commitments to the third party without the prior consent of Zühlke.

(b) Clause 18.1 (a) does not apply to patent infringements. Zühlke does not conduct its own patent research and is not liable for patent infringements.

(c) If the alleged INFRINGEMENT OF RIGHTS proves to be unjustified, the client shall reimburse Zühlke the costs and expenses caused by the defense of the third party claims.

18.2 Services Provided by Zühlke

(a) The period for claims according to this clause 18 is 12 months. It begins with the start of the performance of the Services.

(b) Zühlke may decide at its own discretion to conduct the legal dispute with the third party or to recognise the claim of the third party and either by replacing or modifying the work result of the PROJECT SERVICES ensure that the INFRINGEMENT OF RIGHTS no longer exists, or to withdraw the work results of the PROJECT SERVICES and reimburse the client the payments received for it.

(c) Should Zühlke decide to pursue a legal dispute, the client shall, insofar as legally permissible, allow Zühlke to conduct any legal proceedings as well as leave any negotiations aimed at reaching an amicable settlement of the legal dispute solely to Zühlke. In addition, the client shall provide Zühlke with all the necessary information and render to Zühlke all support reasonably necessary.

(d) Additionally, Zühlke shall, in accordance with the agreed upon liability limitation, reimburse the client for the direct damages caused, unless the INFRINGEMENT OF RIGHTS is not caused by Zühlke.

(e) Third party rights according to this clause 17 are limited to the rights a third party holds in the Federal Republic of Germany.

19 Warranty for Open Source and Third Party Products

Zühlke does not provide any own general warranty for open source software or other third party products. Any general warranty claims of the client relating to open source software and third party products shall exist exclusively vis-à-vis the third party manufacturers and in accordance with their general warranty conditions.

20 Liability

(a) For damage suffered by the Customer as a result of a culpable breach of contract by Zühlke, Zühlke shall be liable, irrespective of the legal grounds, up to an amount of EUR 200,000.

(b) Liability for loss of profit, third-party components, unrealised savings, recourse claims by third parties, damage resulting from business interruption, and any other consequential damage is excluded.

(c) The limitation of liability set out in this clause shall not apply to personal injury, to claims under the Product Liability Act, where a defect has been fraudulently concealed or a guarantee of quality has been given, or to damage caused intentionally or through gross negligence.

(d) Notwithstanding paragraphs (a) and (b), in the event of a slightly negligent breach of material contractual obligations, Zühlke shall be liable for the damage typical for this type of contract and foreseeable at the time the contract was concluded. Material contractual obligations are obligations whose fulfilment is essential to the proper performance of the contract and on whose observance the Customer may regularly rely.

(e) To the extent that Zühlke's liability is limited, this shall also apply to the liability of its employees.

21 Indemnification

(a) If a claim is brought against Zühlke by third parties or government authorities in connection with the SERVICES, the client shall be obliged to fully indemnify Zühlke in the following cases:

(i) claims relating to product liability;

(ii) claims resulting from the infringement of patents of third parties, provided that Zühlke itself was not commissioned with the patent research;

(iii) claims relating to damages resulting from the use of the SERVICES outside of the contractually agreed purpose;

(iv) claims arising from violations of existing export regulations.

(b) The obligation to indemnify shall not apply if Zühlke itself is responsible for the claim, due to an intentional or negligent breach of a contractual obligation.

(c) Indemnification shall, in addition to reimbursement of legitimate third party claims, include all the costs arising from the contesting of third party claims.

22 Force Majeure

(a) If a PARTY is prevented from fulfilling its contractual obligations in whole or in part due to force majeure, the PARTY concerned shall be released from its liability due to non-performance as long as the force majeure event continues.

(b) Force majeure refers to external events that have an effect on the PARTIES and over which the PARTIES have no influence. Situations of force majeure include in particular: Disruptions of the public power supply and the communications and transportation infrastructure, government measures, viruses or hacking attacks, fire, extraordinary weather events, epidemics and pandemics, nuclear and chemical accidents, earthquakes, wars, terrorist attacks, strikes and sabotage etc.

(c) If a force majeure event lasts more than 30 days, either PARTY may terminate the CONTRACT retroactively as per the date the

force majeure occurred. SERVICES performed up until that date shall be remunerated.

23 Data

(a) Regarding the processing of information from the client (the "CLIENT DATA"), Zühlke acts as a data processor. The sole owner of the CLIENT DATA is the client.

(b) Zühlke undertakes to process the CLIENT DATA solely on behalf of the client and in accordance with the applicable data protection legislation and any possible applicable special laws (banking laws, professional secrecy, and telecommunications legislation).

(c) For this purpose, Zühlke may employ the services of accordingly qualified third parties.

(d) The return of CLIENT DATA may be requested by the client at any time. The client may furthermore at any time by written notice request that Zühlke deletes the CLIENT DATA.

24 Confidentiality

(a) The PARTIES undertake to maintain confidentiality regarding all facts, information and data about which they become aware in connection with this business relationship and regarding which the other PARTY has an interest in keeping confidential. The duty of confidentiality shall also include the prohibition of use for non-contractual purposes.

(b) The duty of confidentiality shall survive the termination of the CONTRACT for as long as an interest in confidentiality exists.

(c) Information that is generally known or that has been made available to a PARTY by a third party independently of the business relationship shall not be deemed to be subject to confidentiality. Statutory disclosure requirements remain reserved.

(d) The PARTIES shall ensure that their employees, auxiliary personnel and subcontractors are obligated to comply with these confidentiality obligations.

(e) The obligation to maintain confidentiality applies towards third parties. Affiliated companies of the respective PARTY, pursuant to Articles 15 ff. of the Stock Corporation Act (AktG), are not considered to be third parties.

(f) Zühlke may list the client as a reference client, and use its logo, in advertising material. A more detailed account of the client relationship shall require the prior consent of the client.

(g) The parties agree that the use of cloud services and third-party data center services shall not constitute a breach of confidentiality. The confidentiality obligations shall also apply beyond the termination of the agreement.

25 Export Control

The client undertakes to comply with all applicable export control regulations, custom regulations and foreign trade regulations of the European Union and the Federal Republic of Germany ("Foreign Trade Regulations") relating to the SERVICES in all respects.

26 Contractual Term

26.1 Ordinary Contractual Term

(a) CONTRACTS for PROJECT SERVICES shall end with the completion of the SERVICES. Zühlke may terminate CONTRACTS for PROJECT SERVICES with a notice period of 14 days. In such cases, Zühlke shall be entitled to request the remuneration that is due for the part of the SERVICES provided up to the date of the termination. The client receives all work results created up to the date of the termination, as well as the associated intellectual property rights, in accordance with the provisions in clause 16. Ordinary termination by the client is regulated by the relevant statutory provisions.

(b) CONTRACTS for CONSULTING SERVICES can be terminated at the end of each month by giving 30 days' prior notice, unless otherwise agreed.

26.2 Extraordinary Termination

(a) Either PARTY may terminate a CONTRACT extraordinarily, and without advance notice, for cause if the other PARTY has committed a serious breach of the CONTRACT, or if bankruptcy or composition proceedings have been initiated regarding it. Zühlke can terminate a CONTRACT extraordinarily and without advance notice for cause if, for example, the client has repeatedly or for a long period of time defaulted on payments of significant value.

(b) Prior to extraordinary termination for a contractual breach, the other PARTY shall issue a written demand that sets a reasonable deadline extension, if permitted by the time situation and if this can be expected from the terminating PARTY.

26.3 Form

Notice of termination must be issued in writing in order to be valid.

27 Changes to Legal Framework Conditions

In the event of changes to the regulatory legal framework that significantly affect the relationship between SERVICES and remuneration provided for in the CONTRACT, the PARTIES shall negotiate in good faith to adjust the affected CONTRACT provisions.

28 Final Provisions

28.1 Form

Changes or amendments to the contractual provisions require mutual consent of the parties in written form (e.g. through the exchange of e-mails or in a similar manner).

28.2 Assignment

A CONTRACT, as well as the individual rights and obligations arising thereof, shall only be transferred or assigned with the consent of the other PARTY.

28.3 Set-off

The client is only entitled to set-off claims or retain remuneration if its counterclaim has been legally established, is undisputed or has been acknowledged by Zühlke.

28.4 Partial Invalidity

The invalidity or contestability of one or more provisions of a CONTRACT shall not void the validity of the remaining provisions. The PARTIES shall endeavour in such a case to replace the invalid or contestable provision with another valid and legally enforceable provision that reflects in its legal and commercial content as close as possible the repealed provision.

28.5 Jurisdiction and Applicable Law

(a) German law applies exclusively, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(b) The exclusive jurisdiction is Frankfurt am Main.