

General Terms and Conditions for Customers

I.

Application area/protection clause

1. Our terms and conditions only apply to companies/entrepreneurs as per § 14 BGB [German Civil Code] and to the other entities named in § 310 Sec. 1 BGB.
2. The following terms and conditions apply exclusively to our services unless otherwise agreed on an individual basis. Any deviating or additional terms and conditions of the customer shall not be binding for us even if we do not raise an objection to these. The respectively agreed version must be confirmed by us and shall only be binding for the respective individual contract.
3. Only individually negotiated agreements in written form as per § 126 BGB (in other words, personally signed by our authorized representatives) shall take precedence over these terms and conditions, if and to the extent that they conflict with or supplement these terms and conditions. Agreements made in text or electronic form as per § 126 a or § 126 b BGB shall only take precedence over these terms and conditions in the abovementioned manner if we have explicitly agreed to their execution in this form. Otherwise, the written-form requirement shall remain in effect. The start of contract execution shall not constitute an implied agreement in this regard. The same shall apply as an exception for execution on the basis of verbal agreements in individual cases; in particular, this shall not establish any future claim.
4. The subject of our performance are the work, delivery of work and services of all kinds as defined in further detail in our offer, hereinafter described as "Services."

II.

Contract conclusion/subject of the contract

1. Our offers are non-binding.
2. The order, as well as any additions or changes to an order, shall only be considered accepted when we have confirmed this using the previously agreed format. At the latest, performance of the Service, or receipt of the invoice in the event of advance billing, shall be considered a confirmation.

3. Our Services shall be provided according to the order documents. The customer is responsible for independently reviewing the order as well as all contract documentation for completeness, accuracy, and feasibility for the customer's intended use.
4. We shall only accept documents from the customer as annexes, and thus as part of the contract documentation, if these are explicitly referenced in the order document. Only this documentation, together with our offer, shall constitute a binding contractual basis. Later changes shall only become part of the contract if the customer explicitly indicates a change request and we explicitly agree to this in writing.
5. The scope of service for the implemented software shall not exceed the product description and documentation provided by the manufacturer.
6. Obvious mistakes, printing errors, computational errors, misspellings, and obvious miscalculations shall not be binding for us.
7. Verbal agreements, additions, and changes to the contract must be confirmed by us in writing.

III.

Obligations of the customer

1. The customer must provide the owed materials/parts to be processed/expertise and any other necessary information in a timely manner by the agreed date. Technical documentation that is needed for processing shall be provided by the customer in a timely manner before processing.
2. The customer is responsible for ensuring that the components and information provided by the customer are suitable for executing the order in a fault-free manner. If these are found to have faults, we shall not be liable for any resulting defects. The customer shall bear any resulting additional processing costs and costs for unusable, completed Service steps that have already been billed. If the components and information provided by the customer are determined to be unusable during processing for reasons beyond our control, we can request the corresponding portion of the compensation for the Service already provided as well as reimbursement of expenditures not included in the compensation.

3. Point 2 shall also apply in the event that we are unable to provide our Service due to a delay caused by the customer. We shall not be liable for such damages caused by delay, nor for consequential damages.
4. The customer is responsible for independently reviewing the customer's documentation, including technical specifications and other requirements for our Services, as well as the suitability of the provided components and information for the specified Service. We are not obligated to perform a separate review.
5. If and to the extent that we require access to the customer's facilities, software, hardware, databases, expert staff, or other operating resources, including any and all remote access, in order to perform the contractual Service, the customer shall guarantee that such access is fault-free, seamless, free of charge, timely, and legally acceptable. The same applies to all other necessary information.
6. In particular, the customer hereby agrees to fulfill the customer's cooperation obligations in a comprehensive, timely manner.
7. If and to the extent that we require and receive access to the customer's facilities, the customer shall be responsible for backing up and ensuring the security of data and of data transmission, which must correspond to the state of the art.
8. The customer hereby agrees to the data-protection-compliant storage and processing of data obtained for the purpose of executing the order.
9. If the customer fails to fulfill the abovementioned cooperation obligations or fails to do so in a timely manner, and if this prevents us from providing our Service in full or in part, we shall be released from our performance obligation in this regard. This also applies if we are prevented from performing the Service for purely legal reasons that are within the customer's area of responsibility.
10. If this results in delays or additional costs, we can request a change in the agreed time frame / schedule and the agreed prices without prejudice to other statutory rights. This particularly applies in the event that the customer's information is determined to be unusable. We are not obligated to review this information unless such a review has been explicitly agreed to and priced in writing.
11. We can set an appropriate grace period for fulfillment of any outstanding cooperation obligations. After the end of this period, we are entitled to declare termination without notice. This right is optional for us.

IV.

Prices/terms of payment

1. Our prices are based on our offer which has been accepted by the customer. Items for materials and consumption and/or costs for other resources and auxiliary materials (e.g. for order-related travel, purchasing additional licenses, additional meal expenses, facility costs for outsourced projects, special measurement technology, etc.) can be invoiced upon provision of proof even if this has not been explicitly agreed. This particularly applies if the expense is due to a non-fulfillment or delay of the customer's cooperation obligations.
2. Retroactive changes or additions to the offer can be compensated according to the applicable fee type in Point 1, even without adherence to the written form.
3. For work and work delivery contracts, prices are net ex works. This does not include auxiliary costs, particularly transport, packaging, and insurance costs, etc.
4. The agreed prices are calculated according to the applicable material prices, collectively agreed wages, as well as statutory and collectively agreed social contributions as of the date when the contract was concluded. If these pricing factors increase before the contract is fulfilled, we are entitled to implement an appropriate price increase. In every case, we are entitled to increase prices if the customer wishes to receive our Service more than four months after the conclusion of the contract or can only accept it after this period for reasons that are within the customer's control.
5. Our receivables are payable "net" (in full) within 15 days after the invoice date unless we have established deviating individual agreements with the customer regarding payment targets or discounts.
6. The acceptance of bills of exchange and checks as payment shall always take all costs and expenses into consideration and does not include a guarantee of timely provision or of lodging a complaint.
7. The customer is only entitled to offset claims if the counterclaim is undisputed or legally established.
8. The exercise of the customer's retention and performance refusal rights is subject to the statutory provisions of §§ 273, 320 BGB provided that the counterclaim underlying the performance refusal right is undisputed, legally valid, or ready for decision.
9. If the customer is in default with payment for a contract with us by more than 15 days, if the customer has suspended payment, or if it becomes apparent after conclusion of the

contract that our receivable is at risk due to the customer's inability to pay, our receivables from all contracts shall be payable immediately. Any extension or other payment deferral – including through acceptance credits – shall then end with immediate effect. If our contractual fulfillment is still outstanding, we can request an advance payment or security deposit.

10. Our performance obligation shall be suspended as long as the customer is significantly in default in fulfilling a liability and/or requests renegotiations or changes.
11. Invoicing shall take place at the latest when the Service is accepted or when assumed acceptance takes effect.

V.

Procedures during the performance period

1. Non-binding performance periods are considered to be approximate. Deadlines shall always fall on business days; Saturdays, Sundays and holidays are not considered business days. Agreed periods shall begin as of the conclusion of the contract. Deadlines and deadline changes shall not apply until the customer has provided all of the required information and access, or an agreed prepayment has been received in full.
2. Individual orders must be received through the previously defined order-specific interface (bridgehead). This bridgehead shall also be used to share interim and performance reports with the customer as well as any communications needed to execute the order.
3. The customer hereby guarantees that these procedures will be followed and agrees that all assistants and vicarious agents that the customer uses to assist with our owed tasks shall be correspondingly instructed as well as supervised and monitored. This applies regardless of whether they are employees subject to instruction, outside personnel, or other contractors of the customer.
4. If the customer or the customer's assistants and/or vicarious agents repeatedly violate the procedures described in Points 1 through 4, the customer shall be liable to us without limitation for any resulting damage. Furthermore, after a one-time unsuccessful request to comply with these processes and an appropriate grace period, we shall be entitled to declare termination without notice. The customer must compensate us for any damage resulting from the termination, including any lost profits.
5. If our own human resources are insufficient, we shall be entitled to use sub-contractors to support us; these shall also be exclusively subject to our controls and instructions. The

same shall apply if our analyses determine that the agreed performance result can only be guaranteed with structural or location changes, changes in the timeline, in the qualification mix, or other similar measures. In the event of a violation of any cooperation obligations, the resulting additional costs as per III shall be borne by the customer.

6. We shall only be considered in default – if we are responsible for the delay in the first place – after receiving a written warning from the customer following the deadline.
7. If we are prevented from providing the Service by force majeure, legal labor disputes, official prohibitions, or other circumstances beyond our control at our company or at another company involved in providing the Service, we can extend the performance period appropriately. If this circumstance lasts longer than four months, each party to the contract is entitled to declare extraordinary termination of the contract.
8. Where reasonable for the customer, we are entitled to provide partial or complete Services before the end of the performance period.
9. If shipping and/or acceptance of the product is delayed for reasons within the customer's control, the customer shall be charged for any costs resulting from the delay, beginning one month after notification of readiness for shipment and/or acceptance.

VI.

Property protection and copyright

1. In executing an order, we shall use our own tangible resources (e.g. documentation, protocols, plans, etc.) and intangible resources (source code for utilities, interim results, etc.). Regardless of whether these are or can be more closely specified in advance, and/or regardless of whether they are handed over to the customer upon performance or as a result of the order, the following conditions named under VI here shall apply with regard to the transfer of property, copyright, and usage rights:
2. Rights to the resources named under Point 1 shall only be transferred on the basis of an explicit written agreement with the customer. Any transfer of rights based on the law shall be unaffected hereby.
3. If and to the extent that rights are transferred as per Point 2, we hereby reserve ownership until all claims, including future claims from the entire business relationship, are paid in full, including all ancillary claims, and until all submitted bills of exchange and checks are

redeemed. For current accounts, this reservation is considered a security for the balance claim.

4. In the event that rights are transferred as per Point 2, we shall also be entitled to unlimited reproduction and unlimited use for internal and external purposes of all kinds (particularly business-related and commercial purposes). Such use particularly also includes granting third-party rights.
5. We are fundamentally also the exclusive owner of all property, usage, and all other rights to all results (including all inventions, know-how, test reports, studies, developments, proposals, ideas, drafts, suggestions, samples, models, templates, etc.) that we achieve in the context of a contractual relationship with us, unless otherwise explicitly agreed in writing or required by law. Rights to the source code and documentation cannot be transferred under any circumstances.
6. The following shall apply only in the case of customized software:
 - a) We shall also create customized software for the customer. The customer shall be granted an exclusive, irrevocable usage right for the contractually agreed, project-specific customized software as long as this has been agreed in writing. If not separately agreed in writing and in case of doubt, it shall not be considered customized software that constitutes an exclusive right. The customer is legally entitled to freely dispose of this customized software, for instance by transferring it or granting usage licenses for the software. We shall take all necessary action to ensure the proper transfer of the usage right and shall provide the customer with all necessary information.
 - b) If and to the extent that we use software components in the customized software that were previously created by us (frameworks, APIs, etc.) as well as know-how, the customer shall receive a non-exclusive but temporally and geographically unlimited (shared) usage right for these where necessary.
 - c) If and to the extent that the customized software to be created requires the use of third-party software, external libraries, open-source tools, or similar items not belonging to us, the customer hereby agrees to observe and comply with the definitive usage/licensing conditions for their use and to pay any required usage and/or licensing fees.
 - d) In the case of customized software, the customer is entitled to claim any and all inventions, patents or comparable rights created on the basis of the created customized software through our Service. If and to the extent that these derive from

results/activities by our employees, we agree to claim these within the scope of the provisions of the Employee Invention Act (ArbNErfG) and to immediately transfer the rights to the customer. If and to the extent that we are aware of this, we shall immediately inform the customer of any corresponding invention disclosures, patents, etc., by our own employees. If and to the extent that an employee asserts claims under ArbNErfG or other financial compensation claims against us, the customer hereby agrees to release us from justified claims by the employee. If and to the extent that the results/activities leading to inventions, patents, or comparable rights are based on activities by our sub-contractors or other contractual partners, the customer must contact these parties directly. We can help establish this contact if necessary, but only if and to the extent that this is permissible under data protection law and within the scope of any confidentiality agreements.

- e) For customized software, in the event that software created by employees or third parties outside the contractual relationship with the customer has been or will be integrated into the customized software, we hereby agree to provide the customer with these parts not in the source code, but at a higher level. The customer shall have all the same rights for this as established for the customized software, but no editing rights. The source code cannot be transferred even for customized software.

VII. Warranty

1. A warranty right shall exist only for work and work delivery performances, not for services. Work and work delivery performances are subject to the following:
 - a) Our Service shall be considered fault-free if it corresponds to the order documents within the scope confirmed by us. The content of the order is only definitive to the extent that it corresponds to the content of the order confirmation. It is also considered fault-free if it remains below this level but corresponds to the current and maximum possible state of the art at the time of performance. The Service shall be considered fault-free in any case and regardless of the above if the sequence we test upon acceptance of the Service is free from interruptions and errors.
 - b) We do not provide a general guarantee of the characteristics or usability of the product, nor do we guarantee that the product will retain its characteristics for a certain period of time.
 - c) This warranty shall begin as of acceptance of the respective performance milestone. If performance deficits remain after the first acceptance by the customer, the warranty

shall begin as of acceptance of the subsequent work. If the customer does not respond for two weeks after presentation of the protocol for the work or subsequent work, acceptance is considered to have been granted as of the end of this period.

- d) We are entitled to undertake technical improvements and redesigns until the end of the warranty period, even after acceptance, if this is reasonable with consideration for the customer's interests.
- e) Fundamentally, only hidden defects that could not be discovered at the time of delivery/acceptance are subject to warranty. These must be reported as soon as they are discovered. The risk of accidental destruction shall be transferred to the customer upon acceptance. Any obvious defects must be reported in writing immediately after delivery/acceptance.
- f) The customer shall give us the opportunity to review defect complaints. If the defect complaint is determined to be unfounded, the customer must compensate us for the cost of the review.
- g) Claims based on a product defect are subject to a limitation period of one year after delivery/acceptance of the Service, unless we caused the defect through our deliberate conduct or provided a guarantee in an exceptional case.

VIII.

Liability and exclusion from liability/transfer of risk

1. Section VIII applies to our contractual liability due to a defect.
2. The following applies to our non-contractual liability and other claims by the customer that do not involve our contractual liability as per VII:
 - a) Our liability for bodily injuries, loss of life, or damage to health caused to the customer by us, our legal representatives, or our agents is unlimited.
 - b) Our liability for other damage due to slightly negligent violations of insignificant contractual obligations is hereby excluded. In the case of a slightly negligent violation of cardinal obligations – including by our legal representatives or our assistants/agents – our liability is limited to the typical, foreseeable damage for this type of contract.
 - c) Even in cases of slight negligence, we shall not be liable for indirect or consequential damage even if we should have considered the possibility of such damage while

executing the order on the basis of the information available to us.

3. Any further liability beyond what is described above is hereby excluded. This particularly applies to damage compensation claims based on culpability in concluding the contract, based on other violations of obligations, or based on criminal claims unless a liability exclusion is not possible or only partially possible due to binding statutory provisions and according to the applicable laws at the time of the decision.
4. This liability exclusion also includes incurred expenditures, regardless of whether they were futile or not.
5. The customer shall release us from all liability toward third parties upon initial request. This shall apply in any case if and to the extent that it has not been legally determined that the violation of third-party rights is our fault, with consideration for the above liability exclusion.
6. Goods deliveries are subject to the following with regard to the transfer of risk:
 - a) Risk shall be transferred to the customer at the time of shipping, even in the case of partial deliveries and even if we perform the delivery or assume the shipping costs.
 - b) If a shipment is delayed due to circumstances for which the customer is responsible, risk shall be transferred to the customer as of the date of shipment readiness. In this case, we shall be entitled to store the product at our discretion at the customer's cost and risk, and to request payment of the agreed price.
 - c) All shipments, including potential return shipments, shall take place at the customer's risk. The shipment method, route, and packaging shall be chosen at our discretion in the absence of written instructions from the customer. We shall only obtain insurance at the customer's request, in the customer's name and at the customer's expense.

IX.

Adjustments and termination in the event of continuing obligations

1. Either party to the contract can terminate the contract in writing for good cause without notice (§ 126 BGB), with the exception of our termination rights specified in these terms and conditions, if the other party is unable to rectify the reason for termination within an appropriate grace period and the terminating party cannot reasonably be expected to continue the contractual relationship until the agreed ending date or until the end of a

termination period, considering all of the circumstances of the individual case and accounting for both parties' interests.

2. If the circumstances serving as the basis for the contract change significantly after the conclusion of the contract, and if the parties to the contract would not have concluded the contract or would have concluded a different contract if they had foreseen this change, a contract adjustment can be requested if one party cannot reasonably be expected to adhere to the unaltered contract given all of the circumstances of the individual case, particularly the contractual or statutory distribution of risk.
3. It shall be considered equivalent to a change in circumstances if significant assumptions that serve as the basis for the contract are determined to be false.
4. If it is not possible to adjust the contract or a part thereof, the disadvantaged party can terminate the contract in writing with three months' notice to the end of the month (§ 126 BGB) as long as grounds for termination without notice do not already exist. In particular, it shall be considered unreasonable for us to adjust and continue executing the contract if executing orders in other countries poses a risk to our employees.
5. In particular, a unilateral discount request by the customer shall not constitute grounds for an adjustment per se even if this is based on a change in framework conditions or a more advantageous offer from a competitor. In this case as well, the requirements for an adjustment shall be reviewed according to the criteria of § 313 BGB.

X.

Confidentiality obligations

1. The customer hereby agrees to observe the confidentiality and loyalty obligations individually agreed with us. The binding content signed in this regard must be followed without limitation. Regardless of this, all documentation and information obtained from us must be kept strictly confidential in every case. It may only be disclosed to third parties with explicit permission from us. The statutory data protection provisions must be observed without limitation.

XI.

Reservation of title/entrepreneurial lien

1. We hereby reserve the title to our products until all claims, even future claims, from the entire business relationship have been paid in full, including all ancillary claims, and until any submitted bills of exchange and checks have been redeemed. For current accounts, the reservation of title is considered security for the outstanding balance.
2. The customer shall work and process our products on our behalf, free of charge and without obligation for us. If our products are processed, combined, or mixed with other products, we shall obtain co-ownership of the newly created items according to the relationship between the invoice value of our products and that of the other products at the time of processing, combination, or mixing. The resulting co-owned item shall be considered goods subject to reservation of title in the sense of Point 1. In the event that our ownership is eliminated by the combination or mixing, the customer hereby transfers to us in advance the customer's ownership rights to the new product, corresponding to the invoice value of our products, and shall preserve these for us free of charge. Any resulting co-owned items established in this regard shall be considered goods subject to reservation of title in the sense of Point 1.
3. The customer is permitted to resell products owned or co-owned by us within the scope of the customer's ordinary business operations. The customer hereby assigns to us in advance all claims against the customer's buyers resulting from the resale. If and to the extent that we only have co-ownership of the sold products, the customer shall assign the claim according to our co-ownership share. We hereby accept the assignment. The customer shall remain authorized to collect any claims assigned to us.
4. Extraordinary disposals, such as pledging or assigning by way of security, are not permissible. Third-party access to our goods subject to reservation of title or to a claim assigned to us, particularly through pledging, must be reported to us immediately by the customer. The costs of any necessary interventions shall be borne by the customer.
5. In the event of a breach of contract by the customer, particularly payment default, we can request the return of products belonging to us. We are entitled to take these back ourselves. To this end, the customer shall irrevocably grant us physical access to the customer's business premises. Exercising the reservation of title as well as pledging on our part shall not be considered a withdrawal from the contract. Upon request, the customer shall immediately send us a list of the claims assigned to us as per the above Point 3. For the rest, the customer must notify the third-party debtor of the assignment upon our request and provide us with the necessary information and/or documentation in order to exercise our rights.

6. If the customer gives us items to be processed, we shall be entitled to a statutory entrepreneurial lien for these. The customer shall also grant us a contractual lien to secure all claims from the business relationship.
7. We hereby agree to release goods subject to reservation of title as well as claims assigned as per Point 3 at the customer's request, subject to selection, to the extent that the security value of the goods subject to reservation of title or of the claims assigned as per Point 3 exceeds our claim. The security value corresponds to the purchase price/compensation amount minus 20% for resale losses and resale costs. The release shall take place by way of transfer or reassignment.
8. We hereby reserve all property rights and copyrights for documents that the customer has received from us. Before sharing these with third parties, the customer must obtain explicit written permission from us. The customer shall keep all documents and knowledge based on the business relationship secret from third parties if we indicate that these are confidential or if there is a clear interest in maintaining confidentiality. In evaluating this, the customer must exercise the same care as for the customer's own affairs.

XII.

Place of jurisdiction/applicable law/final provisions

1. Any verbal agreements, additions or changes to the contract must be confirmed by us in writing.
2. Our Business Partner Code of Conduct is also part of the contractual relationship with the customer.
(https://www.e-trofit.com/assets/Downloads/code_of_conduct_e-trofit_en_pdf-1565702422.pdf)
3. Ingolstadt, Germany is hereby agreed as the place of jurisdiction for commercial business transactions, as well as in cases where the customer does not have a general domestic place of jurisdiction, where the customer's domicile or usual place of residence was moved to a foreign country after concluding the contract, or where the customer's domicile or usual place of residence are unknown. We are also entitled to take legal action at the customer's business location or another business location of the companies within our group.
4. It is hereby agreed that German law shall apply exclusively. In the event of different versions of the contractual documents, the German version shall be definitive.

5. Handling of the business relationship shall be supported by a data processing system. The customer's data that is required in the course of executing the contract, particularly name, address, and account information, shall be saved and processed for our own purposes. By awarding the contract, the customer agrees to this.
6. The customer hereby agrees to provide us with all declarations required by data protection law and/or to establish any necessary agreements, for instance a contract data processing agreement (ADV).
7. If one of these provisions should be or become invalid, this shall not affect the validity of the remaining provisions. In the event that one or more provisions are invalid, the parties must establish a provision that as closely as possible approximates the economic and legal effect of the invalid provision.

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