

GTC – TECHNIKUM LAUBHOLZ

General Terms and Conditions for Services ("GTC") of Technikum Laubholz GmbH

As of: March 1, 2025

§ 1 Scope; defense clause

- (1) These General Terms and Conditions (hereinafter: "GTC") apply to the provision of services ("service"). Our GTC apply to all, including future, business relationships with our customers/service recipients (hereinafter: "customers") and regardless of whether we provide the service ourselves or through third parties.
- (2) Our GTC apply exclusively. Conflicting, deviating or supplementary terms and conditions of the supplier are hereby rejected and do not become part of the contract unless we expressly agree to their validity. For example, it does not constitute consent if we carry out services without reservation despite knowing that the customer's general terms and conditions conflict with ours.

§ 2 Contract conclusion, content and proof; written form

- (1) Unless otherwise stated in an offer, our offers are non-binding and subject to change. An order from the customer is considered a binding contract offer. Unless otherwise stated in the order, we are entitled to accept the order within three (3) calendar weeks of receipt. Acceptance occurs by confirming the order to the customer.
- (2) Legally relevant declarations and notifications from the supplier after conclusion of the contract (e.g. setting deadlines, reminders, declarations of withdrawal) must be in writing to be effective.
- (3) A simple email is also sufficient as written form, in each case without a signature (text form), unless a different (stricter) form has been expressly agreed. We reserve the right to request proof if there are doubts about the legitimacy of the person making the declaration on behalf of the customer or the binding nature of their declaration. Mandatory statutory formal requirements remain unaffected.
- (4) Individual - including oral - contractual agreements always take precedence over these General Terms and Conditions (Section 305b of the German Civil Code). For the proof of their content, any written agreement

or, if such does not exist, our written confirmation shall be decisive, subject to proof to the contrary.

§ 3 Services

- (1) We provide services within the scope of our existing technical and operational capabilities.
- (2) In principle, no specific result is owed for services to be provided by us, including (but not limited to) development services and/or analysis services. We accept no responsibility for a specific result in connection with the provision of services. Something different applies in the case of a separate contractual agreement.

§ 4 Subcontractors

We are entitled to provide the agreed services through a subcontractor, unless otherwise agreed in the contract.

§ 5 Performance deadlines, delays

- (1) Our performance deadlines are non-binding unless their binding nature has been expressly agreed.
- (2) We are not responsible for delays in performance caused by the involvement of a subcontractor if we have carefully selected the subcontractor and commissioned them in good time so that timely performance could be expected.
- (3) Compliance with deadlines for our services requires the timely receipt of all documents to be provided by the customer, the provision of cooperation services, and compliance with the agreed payment terms and other obligations. If these requirements are not met in good time, the performance deadlines will be extended accordingly.
- (4) If we are unable to meet performance deadlines or dates, we will inform the customer of this immediately and at the same time provide the expected new deadline or a new date.

- (5) The customer can only assert any rights due to delayed performance after an unsuccessful reminder with an appropriate deadline.

§ 6 Reservation of rights; confidentiality

- (1) The customer acknowledges our know-how and our industrial property rights. We reserve all ownership, copyright and protection rights to all confidential documents, materials and other items provided by us to the customer (essentially the order documents, plans, drawings, illustrations, calculations, manuals, samples, models and other physical and/or electronic items, documents, information and items).
- (2) The customer may not make the aforementioned items or their confidential contents accessible or communicate them to third parties or to his own, unrelated employees, nor may he exploit, reproduce or change them unless we have expressly given our consent in writing. He must treat them confidentially, use them exclusively for the contractual purposes and return them to us in full at our request and destroy/delete any copies (including electronic ones) unless they are required in accordance with statutory retention periods or for the performance of the contract. Upon our request, the completeness of the return and destruction/deletion must be confirmed and, if this confirmation is not provided, a written statement must be provided detailing which items are still required and for what reasons.

§ 7 Prices, invoices, documents, payment terms

- (1) The price stated in our offer is fixed and binding. It includes statutory sales tax unless this is stated separately.
- (2) Unless otherwise agreed in the contract, services are calculated based on the time spent at our current hourly rates and material costs plus expenses. Billing is done on a monthly basis unless otherwise agreed in the contract. If a fixed price is agreed, we are entitled to reasonable advance payments for self-contained parts of the service or after completion of a project phase, unless otherwise agreed in the contract.
- (3) Unless otherwise agreed, payment must be made within 14 days of receipt of the invoice, without any deductions.
- (4) If the customer does not comply with the agreed payment terms despite a reminder or if the customer's financial situation deteriorates to such an extent that there are reasonable doubts about his ability to pay or

creditworthiness, we can make further services dependent on the customer providing appropriate security. If the customer is unable to do so, we are entitled – if necessary after setting a deadline – to withdraw from the contract.

§ 8 Rights of set-off and retention

- (1) The customer is (a) only entitled to set-off if his counterclaim is either (aa) undisputed by us or (bb) legally established or (cc) is in a reciprocal relationship (synallagma) with our claim against which the customer is setting off; (b) only entitled to assert a right of retention if his counterclaim is either (aa) undisputed by us or (bb) legally established.

§ 9 Liability

- (1) Unless otherwise agreed in paragraph 2 of this provision below, we are only liable for damages caused by us or our vicarious agents in accordance with the statutory provisions.
- (2) Subject to the provisions in paragraph 3 of this provision below, our statutory liability for damages caused by us or our vicarious agents is limited as follows:
- (3) Our liability is limited to the amount of damage typically foreseeable at the time of conclusion of the contract, but up to a maximum of EUR 300,000.00 for the slightly negligent breach of essential obligations arising from the contractual relationship, whereby the term "essential obligations" abstractly refers to those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the other party can regularly rely.
- (4) We are not liable for slightly negligent breach of non-essential obligations arising from the contractual relationship.
- (5) The aforementioned limitations of liability shall not apply in cases of mandatory statutory liability, in particular in the case of assumption of a guarantee and in the case of culpable injury to life, body and health, in the case of delay and in the case of culpable breaches of the obligation of confidentiality.

§ 10 Force majeure

Force majeure and other external events that are not related to the company, cannot be foreseen and cannot be prevented even with reasonable care, release the contracting parties from their contractual obligations

for the duration of the disruption and for the extent of its effect. Force majeure includes in particular industrial disputes, unrest, floods and other natural disasters, fire, explosions, failure of operating resources, war, epidemics, pandemics, strikes and other industrial unrest, embargoes and other official measures or restrictions.

§ 11 Statute of limitations

The limitation period for our claims is governed by the statutory provisions.

§ 12 Choice of law and jurisdiction

- (1) These General Terms and Conditions and the contractual relationship between us and the customer are subject exclusively to the law of the Federal Republic of Germany ("**FRG**"). Any claims of a non-contractual nature that are related to these General Terms and Conditions or the contractual relationship are also subject exclusively to the law of the FRG.
- (2) If the supplier is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the FRG, our registered office in Göppingen (Ulm) is the exclusive – including international – place of jurisdiction for all disputes that arise directly or indirectly from these General Terms and Conditions or the contractual relationship between us and the supplier or in connection with them. The same applies if the customer is an entrepreneur (Section 14 of the German Civil Code). In all cases, we are entitled, at our discretion, to instead call upon the courts at the general (possibly foreign) place of jurisdiction of the customer or at the place of performance (Section 19).
- (3) Mandatory statutory provisions, in particular regarding exclusive places of jurisdiction, remain unaffected.