

## General terms and conditions of CE cideon engineering GmbH & Co. KG (Status: 01.09.2023)

### 1. Validity of these conditions

1.1 These General Terms and Conditions (GTC) shall apply to all types of contractual relations between CE cideon engineering GmbH & Co. KG (hereinafter referred to as CE) and companies, merchants, legal entities under public law or a special public law entity - hereinafter also referred to as client or customer - irrespective of whether they concern the fulfillment of main or non-material duties. They shall also apply to CE's customers for all future business relations.

1.2 These General Terms and Conditions shall apply subordinate to any deviating or supplementary provisions in written contracts offered by CE and / or written order confirmations issued by CE itself. Deviating, additional or contradictory terms and conditions of the customer shall not apply, even if the customer refers to the sole application of its GTCs in its statement or in its request for quotation.

1.3 Deviating, additional or conflicting GTCs of the customer shall not apply even if CE, being aware of these conditions, sends a pre-formulated letter of confirmation to the customer enclosed with his order or if CE, being aware of deviating or supplementary conditions, performs the service without reservation. The general terms and conditions of the customer of CE shall only apply if they are expressly recognized by written declaration of CE.

### 2. Conclusion of contract

2.1 CE provides engineering services in the form of independent and responsible execution of planning, design, drawings, calculations, construction or production of prototypes, testing and approval support, series preparations, project support, certification measures, development orders, development services as well as other engineering services from the entire technical service sector (hereinafter referred to as "Engineering Services").

2.2 Offers of CE are subject to confirmation. A contract with CE shall be deemed concluded when the customer accepts CE's offer in writing or when the customer receives a written order confirmation from CE in response to his verbal, faxed or e-mailed order. All agreements shall only become effective upon this written confirmation by CE.

2.3 CE reserves the right to make changes as far as they are reasonable for the customer. If the order of the customer is to be qualified as an offer according to § 145 German Civil Code (BGB), CE can accept this within two weeks.

If CE accepts an offer for the conclusion of a contract (e.g. an order of a customer), the order confirmation of CE shall be decisive for the content and scope of the contract, unless expressly agreed otherwise.

### 3. Delivery and service conditions

3.1 Unless expressly agreed otherwise, CE shall only be liable for the services specified in detail in the contract, which CE shall perform in compliance with the generally accepted technical rules in force at the time of the conclusion of the contract and the statutory law requirements. The employees of CE are independent of instructions when carrying out testing and appraisal assignments. The right to issue instructions to its employees, in particular instruction, guidance and supervision and lies exclusively with CE. CE shall be entitled to subcontract the performance of the contractual services.

3.2 According to, the shipment shall be made at the risk and expense of the customer. As far as services and work performances are to be rendered by CE, CE shall determine the place of performance. The complete or partial performance of

services at the premises of the customer may take place there, if it is necessary according to the type and manner of the performance.

3.3 CE does not compensate for damages or destructions of objects of the customer as a consequence of a proper execution of the service by CE. If, as a consequence of a proper performance of the service by CE, the customer's own equipment is damaged or destroyed or gets lost without the assistance of CE, CE is entitled to claim compensation from the customer in accordance with of the application of § 670 German Civil Code (BGB). The transport and, if necessary, the return transport of items of the customer shall be carried out at his expense and risk, the return transport, however, shall only be carried out by upon explicit request of the customer. In case of storage, CE's liability shall be limited to its own customary care.

3.4 The customer shall provide CE with all information and facts relevant for the performance of its services, including mandatory application of laws and regulations. CE is not obligated to check data, information or other services provided by the customer for their completeness and correctness, as far as there is no reason to do so under consideration of the respective circumstances of the individual case.

3.5 Insofar as one or more times acts of cooperation of the customer are required for the performance of the service of CE, the customer shall perform such acts at its own expense upon request of CE; expenses shall only be reimbursed to the customer, if this has been expressly agreed in writing. If the customer does not comply with his obligations to cooperate, does not comply in time or does not comply properly with despite a written request with reference to the provisions of this clause (section 3.5 sentence 1 of these GTCs), CE shall be entitled to invoice him for the additional expenses incurred by this. Further legal claims remain explicitly reserved.

3.6 The transfer of the engineering service is only possible with the prior written consent of CE. The reservation of consent also applies to the use of the engineering services by subsidiaries or suppliers of the customer. The transfer of the engineering service shall be at the sole risk and responsibility of the customer.

### 4. Prices and payment

4.1 The prices resulting from the respective valid or rather individual contract are relevant. Value added tax and other statutory charges in the country of delivery as well as any costs for packaging, transport insurance or environmental handling flat rates so as transport will be invoiced separately to the customer.

4.2 Unless otherwise agreed in writing, all invoices shall be paid to CE within 14 days after the date of the invoice upon receipt of payment by CE without deduction in the currency stated in the invoice.

4.3 If CE provides control and/or application software, the customer shall effect the invoice amount for this as a one-off payment in accordance with section 4.2.

4.4 If CE renders engineering services or work and services, 30 % of the order amount shall be paid by the client to CE immediately upon order confirmation or order placement. The client is obligated to pay another 30 % of the order amount to CE upon corresponding notification by CE of the start of performance.

4.5 CE shall be entitled to demand payment of a further 30 % of the order amount after half of the performance has been rendered. The remaining balance of 10 % of the order sum shall be paid by the customer upon completion of the order services or upon acceptance.

4.6 The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or

have been acknowledged by CE in writing. The same shall apply to the assertion of retention rights.

- 4.7 If, after conclusion of the contract, circumstances become known to CE which are suitable to considerably reduce the creditworthiness of the customer, CE shall be entitled to perform outstanding services only against advance payment or security and to withdraw from the contract after fruitless expiry of a period set for this purpose.
- 4.8 In the event of default in payment, the customer shall owe interest on arrears in the amount of 9 percentage points above the current prime rate of the European Central Bank - ECB as well as reimbursement of the costs of collection. The collection costs to be reimbursed shall amount to 1 percent of the amount for which default interest is due, however, at least EUR 40. The assertion of a higher damage is not excluded.
- 4.9 Several clients shall be liable as joint and several debtors.
5. Changes to the scope of delivery and services
  - 5.1 If the customer requests changes or additions to the order after the order has been placed, CE shall check these and, as far as it is able to fulfill them, shall provide them to the customer with a claim for additional remuneration at the respective valid prices. The customer accepts the resulting postponement of the delivery date by a reasonable period of time, which is not caused by CE.
  - 5.2 In the event of changes or other requirements, e.g. changes in laws, etc., after conclusion of the contract, which result in higher requirements and/or additional expenses for CE and/or a postponement of the delivery date, Clause 5, Paragraph 1 shall apply accordingly.
6. Periods, deadlines, delay and impossibility
  - 6.1 Deadlines and dates shall always be considered non-binding, unless they are expressly designated as "binding" in the offer of CE or in the order confirmation of CE. Insofar as they are non-binding, CE shall only be in default if the customer of CE has previously set a deadline in writing for the performance of the owed service measured at without result. In each case, deadlines shall only run from the complete performance of all acts of cooperation owed by the customer as well as from the receipt of an agreed down payment. Requests for changes made after or delayed cooperation on the part of the customer shall extend the performance periods appropriately.
  - 6.2 In the event of delays in performance for which CE is not responsible, e.g. labor disputes and all circumstances independent of the will of the parties, such as fire, war, general mobilization, insurrection, requisition, confiscation, embargo, restrictions on energy consumption, foreign exchange and export restrictions, epidemics/pandemics (e.g. covid-19 etc.), natural disasters, extreme natural events, acts of terrorism as well as other cases of force majeure or similar events or due to an act or omission of the customer etc., which temporarily make it substantially more difficult or impossible for CE to perform, CE shall also have the right, in addition to the right of withdrawal or termination, to extend the performance period by the duration of the disruption plus a reasonable start-up period.
  - 6.3 If the time of performance is extended due to such circumstances, the customer may not derive any claims for damages from this.
  - 6.4 The above provisions (in Clause 6.2) shall also apply if the disruption, defective or delayed delivery or service occurs at subcontractors or suppliers of CE.
  - 6.5 If the customer is in default of acceptance or if he violates other restrictions to cooperate, CE is entitled to claim the damages

incurred by CE, including any additional expenses, after a notification period has elapsed effectless.

- 6.6 If CE is in default for reasons for which CE is responsible or if performance is not possible for reasons for which CE is responsible, the liability for damages in case of slight negligence shall be limited to the foreseeable, typical, direct consequential damage according to the type of contract. Further claims arising from delay in delivery shall be determined finally in accordance with Clause 11 of these Terms and Conditions.
7. Assembly services
  - 7.1 If the scope of services of CE includes assembly services, the customer shall provide the required auxiliary personnel, necessary items such as tools and computer times and similar as well as energy at his own expense. In addition, the customer shall provide for the possibility of safe storage of materials and tools of CE at the assembly site.
  - 7.2 Prior to the start of the installation work, the customer shall provide the necessary information on the location of completed electricity, gas and water lines or similar installations as well as the required structural data in good time and without being requested to do so.
  - 7.3 If assembly or commissioning is delayed due to circumstances for which CE is not responsible, the customer shall bear the costs for downtime and additional time as well as any additional travel expenses of CE's personnel or subcontractors appointed by CE.
8. Acceptance
  - 8.1 Upon delivery, the customer shall inspect the objects of performance immediately upon receipt for completeness and compliance with the contractual basis declared under Clause 2 of these GTCs.

The risk of accidental loss or accidental deterioration in the case of deliveries shall pass to the customer when the delivery item has left the respective registered office of CE, even if partial deliveries are made or CE has assumed other services, e.g. the shipping costs or delivery.
  - 8.2 Insofar as the performance of CE requires acceptance by the customer, CE shall be entitled to acceptance as well as partial acceptance of its performed services insofar as these are performed in accordance with the contract and are not afflicted with material defects. CE shall be entitled to demand partial acceptance after the contractual performance of the respective project stage. The customer shall accept the services rendered or partial services within three weeks after written notification of readiness for acceptance and shall sign an acceptance report to be prepared in each case. If the customer does not accept the work or partial work within the aforementioned period, although it is obliged to do so, or if acceptance does not take place for reasons attributable to the customer, the work or partial work shall be deemed to have been accepted at the latest three weeks after notification of readiness for acceptance with acceptance by the customer. Minor defects which do not materially impair the suitability of the performance for the contractually agreed purpose shall not entitle the customer to refuse acceptance, without prejudice to its right to demand that such defects be remedied within a reasonable period.
  - 8.3 If the shipment or the acceptance is delayed or does not take place due to circumstances which are not attributable to CE, the risk shall pass to the customer from the day of the notification of readiness for shipment or acceptance. Should the customer wish to take out insurance, CE will do so at the expense of the customer.
  - 8.4 Partial deliveries are permissible insofar as reasonable for the customer.

8.5 If the customer uses the service or a part of the service, the acceptance shall be deemed to have been effected after the expiry of ten working days after the start of use or at the latest three weeks after written notification of the readiness for acceptance of the services or partial services rendered, unless otherwise agreed. CE shall expressly point out this consequence to the customer at the beginning of the period.

8.6 Intellectual services shall be deemed to have been accepted at the latest if the customer does not express reservations against the performance of the service in writing within 30 days after receipt thereof. CE shall expressly point out this consequence upon handover of the service. In case of such a reservation, CE shall review its performance. If a reservation of the customer proves to be unjustified, the additional costs incurred shall be charged to the customer.

## 9. Retention of title

9.1 All deliveries and services to be provided by CE shall remain the sole property of CE until all claims resulting from the business relationship have been fulfilled. Pledging, transfer of ownership by way of security or any other use is prohibited, unless the acquisition was made for the purpose of resale. In this case, the customer is revocably entitled to resell the goods subject to retention of title in his own name within the scope of a proper business operation, as long as he is not in default with his payment obligations towards CE and no prohibition of assignment exists between the customer and his purchasers.

9.2 In case of combination or mixing, CE acquires co-ownership, with CE's share being determined by the invoice value (delivery / service price including value added tax without cash discount deduction); insofar as the customer acquires sole ownership by operation of law, he shall transfer proportional co-ownership to CE and shall keep the item(s) for CE. A processing is carried out for CE.

9.3 The claims arising from the resale or any other legal ground (e.g. insurance, tort etc.) with regard to the delivery and service to which CE is entitled to a co-ownership share, including all demands for payment of balance from current account, are already now assigned by the customer to CE in the amount of the invoice value by way of security. This shall also apply in the event that a resale was not permissible according to the aforementioned restrictions. CE accepts the assignment. If CE is only entitled to co-ownership of the delivery and service, the advance assignment shall be limited to the part of the claim which corresponds to the share of co-ownership of CE on the basis of the invoice value.

9.4 The customer is revocably authorized to collect the claims assigned by CE in his own name and for his own account. This collection authorization may be revoked if the customer does not properly meet its payment obligations. In case of a justified revocation, the customer or his legal successor or insolvency administrator shall, upon request, disclose the assigned claims and their debtors including addresses, provide all information required for collection, hand over the associated documents and notify the debtor of the assignment without delay.

9.5 In case of access of third parties to the conditional delivery and performance, the customer shall point out CE's ownership and notify CE without delay so that CE can enforce its property rights. In addition, the customer must, at the request of CE, immediately file a suit in accordance with § 771 of the German Code of Civil Procedure (ZPO) as an authorized litigant. The customer shall bear all judicial and extra-judicial costs which have to be incurred for the cancellation of the seizure and for a recovery of the delivery and service subject to retention of title, unless they can be obtained from third parties.

9.6 In the event of default of payment by the customer, CE shall be entitled to withdraw from or terminate the contract under the statutory conditions and at the same time to demand return of

the delivery and service subject to reservation of title at the expense of the customer.

9.7 The aforementioned securities shall be released by CE at the request of the customer at its discretion, insofar as their realizable value exceeds the secured claims by more than 10% on a sustained basis. The realizable value shall be the estimated value in the case of deliveries and services subject to reservation of title and the nominal value in the case of claims assigned by way of security, in each case less a deduction of one third.

## 10. Liability for defects

CE shall be liable for material defects and defects of title of the delivery under exclusion of further claims - subject to Clause 11 - as follows:

10.1 CE's liability for defects shall extend to the application of and compliance with the rules of technology and the care customary in the industry at the time of the conclusion of the contract can. In the case of development orders, CE shall not assume any warranty for the actual achievement of the intended contract objective in the planned time.

10.2 The customer is obliged to immediately check the services rendered to him by CE and to examine them for possible deviations from the order volume and for defects. Insofar as deviations and defects are discovered, these shall be notified to CE in writing without delay.

10.3 If a dimensioning is the basis for the performance of CE, then the dimensions specified on the data carriers, drawings, designs, CDs, etc., are the binding basis of the contract. CE shall not be liable beyond this.

11. If CE has provided a defective service, the customer shall, at CE's option, give CE the opportunity for subsequent performance within a reasonable period of time, but at least two weeks. If the subsequent performance fails, the customer may, at his option, only demand a reduction of the remuneration (reduction) or rescission of the contract (withdrawal). The reduction may in no case exceed more than 15% of the agreed price. In the event of only a minor breach of contract, in particular in the event of only minor defects, the customer shall not be entitled to rescind the contract.

11.1 In order to carry out all rectifications or replacements which appear necessary according to reasonable discretion, the customer shall grant sufficient time and opportunity to carry out the necessary measures at his place of business or the place of production of CE within the usual working hours.

11.2 The costs incurred in the event of subsequent performance shall be borne by CE. Additional costs arising from the fact that the object of performance or the product on which CE has rendered its performance has been taken to a place other than the registered office or the contractually agreed place of performance of the customer shall be borne by the customer.

Rights of the customer due to defects that do not relate to a building or a work that consists of the provision of planning and supervision services for it shall become time-barred after one year. It begins at the time of delivery or transfer of risk or acceptance of the work - which occurs first. This short limitation period shall not apply if CE can be accused of gross negligence, as in the case of bodily injury and damage to health attributable to CE or in the case of loss of life. Liability under the Product Liability Law (Produkthaftungsgesetz) shall also remain unaffected.

11.3 Excluded from the liability for defects are, in particular, defects or damages that can be traced back to improper use, operating errors and negligent behavior of the customer or the persons attributable to him as well as the resulting products, which cause fire, lightning, explosion or power surges, incorrect or

faulty programs, software and/or processing data as well as any consumables, unless the customer proves that these are not the cause of the defect complained about. Furthermore, the warranty shall not apply in case of interventions in the engineering services or other modifications during the warranty period by third parties other than CE and third parties authorized by CE for this purpose.

- 11.4 In case of fraudulent concealment of defects or the assumption of a guarantee for the quality by CE, further claims of the customer shall remain unaffected.
- 11.5 CE shall only accept liability for defects or compensation (in accordance with Clause 10 or 11 of these GTCs) for the realization of estimates or forecasts via if this has been expressly agreed.
- 11.6 If the examination of a notice of defect shows that a case of liability for defects does not exist, CE shall be entitled to demand and invoice compensation for all expenses, unless they are minor.
12. Liability/ Compensation
  - 12.1 Claims for damages against CE are generally excluded.
  - 12.2 This does not apply:
    - in the event of grossly negligent or intentional breach of duty or
    - in the event of a breach of essential contractual obligations for which we are responsible (essential contractual obligations are those whose fulfillment is essential to the proper performance of the contract and on whose fulfillment the contracting party regularly relies and may rely), or
    - in the event of injury to life, limb or health of persons, or
    - to the extent that CE is subject to mandatory liability under the Product Liability Law, or
    - insofar as liability is mandatory by law.
  - 12.3 If, in the event of a breach of material contractual obligations, CE can be held liable for damages due to simple negligence, its liability shall be limited to the amount of the typical foreseeable damage.
  - 12.4 A liability for damages for the freedom from rights of third parties is not assumed, unless there is an intentional or grossly negligent breach of duty by CE and/or its vicarious agents. If the result cannot be used in whole or in part due to existing interfering property rights, CE will submit to the customer suitable proposals for the clarification of the legal situation as well as the joint action against a third party with the aim of the elimination of the defect after becoming aware of it.
  - 12.5 Insofar as liability is excluded or limited in accordance with the provisions of Clause 12, this shall also apply to claims in tort as well as to the personal liability of the organs of CE, its employees, workers, representatives, contractors and subcontractors.
  - 12.6 Liability for data loss shall be limited to the typical recovery costs that would have been incurred if back-up copies had been made regularly and in accordance with the risk.
13. Industrial property rights, copyrights and rights of use
  - 13.1 If results worthy of protection arise during the processing of the contractual performance by CE, CE shall be entitled to these. CE shall ensure their protection under intellectual property law at its own expense.
  - 13.2 If the customer requires licensed or licensable property rights of CE or protectable know-how for the use of CE's services, such know-how may only be used for commercial purposes in accordance with a patent/know-how license agreement to be concluded separately with CE contract.

- 13.3 CE shall receive a free, non-exclusive right of use to all copyrights and/or industrial property rights generated during the processing of the contract in which the customer is involved as co-author. CE may use these without hindrance in the processing of further orders of third parties in compliance with mandatory data protection provisions.

- 13.4 The transfer and exploitation of the performance of CE beyond the contractually agreed purpose, in particular its publication, is only permitted with the prior written consent of CE. The customer shall be exclusively responsible for compliance with the legal provisions applicable to the exploitation of CE's performance (e.g. competition law), in particular for the content of advertising from; in this respect, the customer shall hold CE harmless from all claims of third parties.

#### 14. Software

- 14.1 If software is included in the scope of delivery, the customer shall be granted a non-exclusive right to use the software supplied, including its documentation. The software shall be provided for use on the delivery item intended for this purpose. It shall be provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

- 14.2 The customer may only duplicate, revise, translate or convert the software from the object code into the source code to the extent permitted by law and on his own responsibility. The customer undertakes not to remove manufacturer's information - in particular copyright notices - or to change them without the prior express consent of CE.

- 14.3 All other rights to the software and the documentation including the copies remain with CE or the software supplier. The granting of sublicenses is not permitted.

#### 15. Secrecy

The customer and CE undertake to keep secret from third parties all oral and written information and notifications received in the course of the realization of the contract, as long as this information has not become generally known in another way or the partners have waived their secrecy in writing. Persons, institutions, etc. shall not be considered unauthorized third parties if the disclosure of the information to this group of persons is conducive to the achievement of the purpose of the contract by CE.

#### 16. Privacy

CE is entitled to process the data about the customer resulting from or in connection with the business relationship, regardless of whether they originate from the customer himself or from third parties, in accordance with the Federal Data Protection Act. This notice replaces the no-tice according to the Federal Data Protection Act that personal data about the customer will be stored by means of EDP and processed further. Unless otherwise expressly agreed in writing, the Customer agrees that CE may use the respective project/order as a reference, naming the respective customer.

#### 17. Enticement of employees

The customer undertakes not to entice away any personnel from CE during the performance of the order and for a period of one year thereafter, irrespective of whether this is done at the instigation of the employee or of the customer. The enticement or attempted enticement of CE's work force shall constitute a gross breach of contract. In case of enticement, the customer shall be obliged to pay a claim for damages in the amount of half of the annual gross salary of the enticed employee. For its part, CE undertakes not to entice away any employees of the customer.

## 18. Cancellation

- 18.1 In the event of good cause, CE shall be entitled to terminate the contractual relationship without notice.
- 18.2 Important reasons for termination for CE include in particular:
- non-payment or late payment of advances, or
  - Non-compliance with agreed payment dates by the client.
  - Default of acceptance by the customer.
- 18.3 After effective termination, CE shall hand over to the customer the result achieved up to the termination, within a period to be agreed upon then. The customer shall be obliged to reimburse CE for the partial services and expenses incurred up to that point. In all other respects, § 649 German Civil Code (BGB) shall apply, unless CE is at fault for the termination.
- 18.4 If the customer terminates the contract without CE being responsible for this, the customer shall owe the full remuneration for the work performed up to the termination and, in addition, at least a further remuneration of 15% of the agreed remuneration for the work which is no longer to be performed due to the termination. CE shall be free to assert claims for remuneration in excess thereof within the framework of § 649 sentence 2 German Civil Code (BGB).
- 18.5 Each party shall then be obliged to return to the other partner without delay any items and rights temporarily made available for the purpose of performance of the contract. This shall also apply to the repayment of money paid in advance to CE contributions to the extent that these exceed the remuneration claims that have arisen up to that point or the pro rata remuneration claims.
- 18.6 Further claims of the customer do not exist.

## 19. Place of Performance and prohibition of assignment

- 19.1 The place of performance for all services shall be, at CE's option, Bautzen or the registered office of the executing branch.
- 19.2 The assignment of claims to which the customer is entitled from the business relationship with CE is excluded.

## 20. Contract language

The language of the contract shall be German. If the contracting parties also use another language, the German wording shall prevail.

## 21. Jurisdiction and applicable law

- 21.1 The law of the Federal Republic of Germany shall apply exclusively to all business and the entire legal relationships between the customer and CE.
- 21.2 In case of all disputes arising from the contractual relationship, the action shall be brought before the court competent for the registered office of CE. CE shall also be entitled to bring an action before the courts at the place of business of the customer.

## 22. Final provisions

- 22.1 Amendments and supplements to the subject matter of the contract and these GTCs must be made in writing to be effective. This shall also apply to the validity of the waiver of the written form clause or the written form requirement in the individual case itself.
- 22.2 The invalidity of one or more provisions of these GTC shall not affect the validity of the remaining provisions. The contracting parties shall replace or supplement the invalid or incomplete provisions with appropriate valid provisions that correspond to the economic purpose of the intended provision.
- 22.3 All previous General Terms and Conditions of CE are replaced by these GTCs. These GTCs apply to all services of CE as of the status of these GTCs.