

General Terms and Conditions of CE cideon engineering GmbH & Co. KG (as at 1 September 2023)

1. Scope of these Terms and Conditions

- 1.1 These General Terms and Conditions (GTC) apply to all types of contractual relationships between CE cideon engineering GmbH & Co. KG (hereinafter referred to as 'CE') and companies, traders, legal entities under public law or special funds under public law – hereinafter also referred to as 'the Client' or 'the Customer' – irrespective of whether they relate to the fulfilment of principal or ancillary obligations. They shall also apply to CE's customers in all future business relationships.
- 1.2 These GTC shall take precedence over any deviating or supplementary provisions contained in CE's written contract offers and/or in the written order confirmations drawn up by CE itself. Any deviating, additional or conflicting terms and conditions of the customer shall not apply, even if the customer refers in their order or in their request for a quotation to the sole application of their own GTC.
- 1.3 Any deviating, additional or conflicting terms and conditions of the customer shall not apply even if CE, being aware of these terms, sends the customer a pre-formulated letter of confirmation enclosed with their order, or if CE performs the service without reservation whilst being aware of deviating or supplementary terms. The customer's terms and conditions shall only apply to CE if they are expressly acknowledged by CE in writing.

2. Conclusion of the Contract

- 2.1 CE provides engineering services in the form of the independent and autonomous execution of planning, design, drawings, calculations, construction or manufacture of prototypes, testing and approval support, preparations for series production, project management, certification measures, development contracts, development services and other engineering services from the entire range of technical services (hereinafter referred to as 'Engineering Services').
- 2.2 Quotations from CE are subject to change. A contract with CE shall be deemed to have been concluded when the customer accepts CE's quotation in writing or when the customer receives a written order confirmation from CE in response to an order placed verbally, by fax or by email. All agreements shall only become effective upon receipt of this written confirmation from CE.
- 2.3 CE reserves the right to make changes, provided these are reasonable for the customer. If the customer's order is to be classified as an offer in accordance with Section 145 of the German Civil Code (BGB), CE may accept this within two weeks

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

3. Terms and Conditions of Delivery and Performance

- 3.1 Unless expressly agreed otherwise, CE is only obliged to provide the services precisely specified in the contract, which CE shall perform in accordance with the generally accepted rules of technology and the statutory requirements in force at the time the contract was concluded. CE's employees are not subject to instructions when carrying out inspection and expert assessment assignments. The right to issue instructions to its employees – in particular, instruction, guidance and supervision – rests exclusively with CE. CE is entitled to award subcontracts for the provision of the contractual services.

- 3.2 Shipment shall therefore be at the customer's risk and expense. Where CE is to provide services or carry out work, CE shall determine the place of performance. Services may be performed in whole or in part at the client's premises if this is necessary given the nature of the service provision.
 - 3.3 CE shall not be liable for any damage to or destruction of the customer's property resulting from the proper performance of the service by CE. If, as a result of the proper performance of the service by CE through no fault of its own, CE's own equipment is damaged, destroyed or lost, CE shall be entitled to claim compensation for the value of the equipment from the customer in accordance with Section 670 of the German Civil Code (BGB). The transport and, where applicable, the return transport of the customer's property shall be at the customer's expense and risk; however, return transport shall only be carried out at the customer's express request. In respect of storage, CE's liability is limited to the standard of care it would normally exercise.
 - 3.4 The customer must provide CE with full details of all information and facts relevant to the performance of its services, including any mandatory laws and regulations. CE is under no obligation to verify the completeness and accuracy of data, information or other services provided by the customer, provided there is no reason to do so in light of the specific circumstances of the individual case.
 - 3.5 Where the performance of CE's services requires the customer to cooperate on one or more occasions, the customer must do so at CE's request and at their own expense; expenses will only be reimbursed if this has been expressly agreed. If, despite a written request referring to the provisions of this clause (Clause 3.5, first sentence of these General Terms and Conditions), the customer fails to fulfil their obligations to cooperate, or fails to do so in a timely or proper manner, CE shall be entitled to charge the customer for the additional costs incurred as a result. Further statutory claims are expressly reserved.
 - 3.6 The transfer of the engineering services is only permitted with CE's prior written consent. This requirement for consent also applies to the use of the engineering services by the customer's subsidiaries or suppliers. The transfer of the engineering services shall be at the customer's sole risk and sole responsibility.
- ### 4. Prices and Payment
- 4.1 The prices set out in the currently valid price list or in the individual contract shall apply. Value added tax and other statutory charges in the country of delivery, as well as any costs for packaging, transport insurance, environmental handling fees and transport, shall be invoiced separately to the customer.
 - 4.2 Unless otherwise agreed in writing, all invoices are payable to CE within 14 days of the invoice date, upon receipt of payment by CE, without deduction, in the currency stated on the invoice.
 - 4.3 Where CE supplies control and/or application software, the customer must settle the invoice amount for this as a one-off payment in accordance with Clause 4.2.
 - 4.4 Where CE provides engineering services or work and services, 30% of the relevant contract sum shall be paid to CE by the client immediately upon confirmation of the order or the placing of the order. The client is obliged to pay a further 30% of the contract sum to CE upon notification by CE that work has commenced.
 - 4.5 CE is entitled to demand payment of a further 30 per cent of the contract sum once half of the work has been completed.

The client must pay the remaining balance of 10 per cent of the contract sum upon completion of the services or upon acceptance.

- 4.6 The client shall only be entitled to set-off rights if their counter-claims have been legally established, are undisputed or have been acknowledged in writing by CE. The same applies to the assertion of rights of retention.
- 4.7 If, after conclusion of the contract, CE becomes aware of circumstances which are likely to significantly impair the customer's creditworthiness, CE shall be entitled to perform any outstanding services only against advance payment or the provision of security and, following the fruitless expiry of a deadline set for this purpose, to withdraw from the contract.
- 4.8 In the event of late payment, the customer shall owe default interest at a rate of 9 percentage points above the current base rate of the European Central Bank (ECB), as well as reimbursement of debt collection costs. The debt collection costs to be reimbursed amount to 1 per cent of the sum on which interest for late payment is due, subject to a minimum of EUR 40. The right to claim higher damages is not excluded.
- 4.9 Where there are several clients, they shall be jointly and severally liable.

5. Changes to the scope of delivery and services

- 5.1 If, after placing the order, the client requests changes or additions to the order, CE shall examine these and, insofar as fulfilment is possible, shall provide them to the client in return for additional remuneration at the applicable prices. The client accepts the resulting postponement of the delivery date by a reasonable period, which is not caused by CE.
- 5.2 In the event of changes or other requirements, e.g. amendments to legislation, etc., following the conclusion of the contract, which result in higher demands and/or additional expenditure for CE and/or a postponement of the delivery date, Clause 5(1) shall apply mutatis mutandis.

6. Time limits, deadlines, default and impossibility

- 6.1 Time limits and deadlines shall always be deemed non-binding unless they are expressly designated as 'binding' in CE's quotation or in CE's order confirmation. Where they are non-binding, CE shall only be in default once the customer has first set CE a reasonable deadline in writing for the performance of the service owed, and CE has failed to meet that deadline. In any event, time limits shall only commence upon the full fulfilment of all obligations to cooperate on the part of the customer and upon receipt of any agreed down payment. Subsequent requests for changes or delays in the customer's fulfilment of their obligations to cooperate shall extend the performance periods accordingly.
- 6.2 In the event of delays in performance for which CE is not responsible, e.g. industrial disputes and all circumstances beyond the control of the parties such as fire, war, general mobilisation, insurrection, requisition, confiscation, embargoes, 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 on the part of the client, etc., which temporarily make it significantly more difficult or impossible for CE to perform its services, CE shall, in addition to its right of withdrawal or termination, also be entitled to extend the performance period by the duration of the disruption plus a reasonable start-up period.
- 6.3 If the performance period is extended as a result of such circumstances, the client may not derive any claims for damages therefrom.

- 6.4 The above provisions (in clause 6.2) shall also apply if the disruption, defective or delayed delivery or service occurs on the part of CE's subcontractors or suppliers.

- 6.5 If the customer is in default of acceptance or breaches any other obligations to cooperate, CE shall be entitled, after setting a deadline which has expired without result, to claim compensation for the loss incurred by CE, including any additional expenses.

- 6.6 If CE falls into default for reasons for which CE is responsible, or if performance becomes impossible for reasons for which CE is responsible, liability for damages in cases of slight negligence shall be limited to the average direct loss that is foreseeable given the nature of the order and typical for this type of contract. Further claims arising from delay in delivery shall be governed exclusively by Clause 11 of these Terms and Conditions.

7. Installation Services

- 7.1 Where installation services form part of CE's scope of services, the customer shall, at its own expense, provide the necessary support staff, required items such as tools and computer time and the like, as well as energy. Furthermore, the customer shall ensure that CE's materials and tools can be stored safely at the installation site.
- 7.2 Before installation work commences, the customer must, in good time and without being asked, provide the necessary information regarding the location of completed electricity, gas and water pipes or similar installations, as well as the required structural data.
- 7.3 If installation or commissioning is delayed due to circumstances for which CE is not responsible, the customer shall bear the costs for downtime and overtime, as well as any additional travel expenses incurred by CE's staff or any subcontractors engaged.

8. Acceptance

- 8.1 Upon delivery, the customer must inspect the goods immediately upon receipt to ensure they are complete and comply with the contractual basis set out in Clause 2 of these General Terms and Conditions.

The risk of accidental loss or accidental deterioration in the case of deliveries shall pass to the customer once the goods have left CE's registered office, even if partial deliveries are made or CE has assumed other obligations, such as the cost of dispatch or delivery.

- 8.2 Where CE's services require acceptance by the customer, CE is entitled to demand acceptance, including partial acceptance, of the services it has provided, provided that these have been performed in accordance with the contract and are free from material defects. CE is entitled to demand partial acceptance upon the contractual completion of the respective project stage. The customer must accept the services or partial services rendered within three weeks of written notification that they are ready for acceptance and sign the relevant acceptance report to be drawn up in each case. If the client fails to accept the work within the aforementioned period, despite being obliged to do so, or if acceptance does not take place for reasons attributable to the client, the work or part thereof shall be deemed to have been accepted no later than three weeks after notification of readiness for acceptance, upon the client's commencement of use. Minor defects which do not significantly impair the suitability of the service for the contractually agreed purpose shall not entitle the client to refuse acceptance, without prejudice to their right to demand that such defects be rectified within a reasonable period.
- 8.3 If dispatch or acceptance is delayed or fails to take place due to circumstances for which CE is not responsible,

the risk shall pass to the customer from the date on which readiness for dispatch or acceptance is notified. Should the customer wish to take out insurance, CE shall arrange this at the customer's expense.

- 8.4 Partial deliveries are permitted, provided this is reasonable for the customer.
- 8.5 If the customer commences use of the service or part thereof, acceptance shall be deemed to have taken place ten working days after the start of use or, at the latest, three weeks after written notification that the services or partial services have been made ready for acceptance, unless otherwise agreed. CE shall expressly draw the customer's attention to this consequence at the start of the period.
- 8.6 Intellectual services shall be deemed to have been accepted at the latest unless the customer expressly raises written objections to the provision of the service within 30 days of receipt. CE shall expressly draw the customer's attention to this consequence upon handover of the service. In the event of such an objection, CE shall review its service. If a reservation raised by the customer proves to be unjustified, the customer shall bear the additional costs incurred.

9. Retention of title

- 9.1 All goods and services to be supplied by CE shall remain the sole property of CE until all claims arising from the business relationship have been settled. Pledging, transfer by way of security or any other form of realisation is prohibited, unless the purchase was made specifically for the purpose of resale. In this case, the customer is revocably entitled to resell the goods subject to retention of title in their own name in the ordinary course of business, provided that they are not in default of their payment obligations to CE and there is no prohibition on assignment between the customer and their buyers.
- 9.2 In the event of combination or mixing, CE shall acquire co-ownership, with CE's share being determined on the basis of the invoice value (delivery / service price including VAT without any discount deduction); insofar as the customer acquires sole ownership by operation of law, they shall transfer the corresponding proportionate co-ownership to CE and hold the item(s) in safekeeping on CE's behalf. Any processing shall be carried out on behalf of CE.
- 9.3 The customer hereby assigns to CE, by way of security, any claims arising from the resale or any other legal basis (e.g. insurance, tort, etc.) in respect of the goods and services in which CE holds a share of co-ownership, including all balance claims arising from current accounts, in the amount of the invoice value. This shall also apply in the event that a resale was not permitted under the above restrictions. CE accepts the assignment. If CE is entitled only to co-ownership of the goods and services, the advance assignment shall be limited to that part of the claim which corresponds to CE's share of co-ownership on the basis of the invoice value.
- 9.4 The customer is revocably authorised to collect the claims assigned by CE in its own name and for its own account. This authorisation to collect may be revoked if the customer fails to meet its payment obligations properly. In the event of a justified revocation, the customer or their legal successor or insolvency administrator shall, upon request, disclose the assigned claims and their debtors together with their addresses, provide all information necessary for collection, hand over the relevant documents and notify the debtor of the assignment without delay.
- 9.5 In the event of third-party access to the goods and services subject to retention of title, the customer shall draw attention to CE's ownership and notify CE without delay so that CE may enforce its ownership rights. Furthermore, at CE's request, the customer must immediately bring an action as a voluntary

litigant. The customer shall bear all judicial and extrajudicial costs incurred in setting aside such claims and in recovering the goods and services subject to retention of title, insofar as these costs cannot be recovered from third parties.

- 9.6 In the event of the customer's default on payment, CE shall be entitled, subject to the statutory conditions, to withdraw from or terminate the contract and, at the same time, to demand the return of the goods and services subject to retention of title at the customer's expense.
- 9.7 CE shall, at the customer's request, release the aforementioned securities at its discretion, provided that their realisable value consistently exceeds the secured claims by more than 10 per cent. In the case of goods and services subject to retention of title, the realisable value shall be deemed to be the estimated value; in the case of claims assigned by way of security, it shall be the nominal value, in each case less a deduction of one third.

10. Liability for defects

CE shall be liable for material defects and defects of title in the delivery, to the exclusion of any further claims – subject to Clause 11 – as follows:

- 10.1 CE's liability for defects extends to the application of, and compliance with, the rules of technology recognised at the time the contract was concluded and the standard of care customary in the industry. In the case of development contracts, CE gives no guarantee that the intended contractual objective will actually be achieved within the planned timeframe.
- 10.2 The customer is obliged to inspect the services provided to them by CE without delay and to check for any deviations from the scope of the order and for defects. Should any deviations or defects be discovered, these must be reported to CE in writing without delay.
- 10.3 If dimensions form the basis for CE's performance, the dimensions specified on data carriers, drawings, designs, CDs, etc. shall constitute the binding contractual basis. CE shall not be liable beyond this.
11. Should CE have provided a defective service, the customer must, at CE's discretion, give CE the opportunity to remedy the defect within a reasonable period, but at least two weeks. If the remedy fails, the customer may, at their discretion, demand either a reduction in the remuneration (reduction) or the rescission of the contract (withdrawal). The reduction in payment may under no circumstances exceed 15 per cent of the agreed price. However, in the event of only a minor breach of contract, in particular where there are only minor defects, the customer shall not be entitled to rescind the contract.
- 11.1 In order to carry out any rectification or replacement measures deemed necessary at reasonable discretion, the customer must allow sufficient time and opportunity at its place of business or at CE's production site, within normal working hours, for the necessary measures to be carried out.
- 11.2 The costs incurred in the event of subsequent performance shall be borne by CE. Any additional costs arising from the fact that the subject matter of the service or the product on which CE has performed its service has been moved to a location other than the client's registered office or the contractually agreed place of performance shall be borne by the customer.

The client's rights in respect of defects that do not relate to a building or to a project consisting of the provision of planning and supervision services for such a building or project are subject to a limitation period of one year. This period begins on the date of delivery, the transfer of risk or the acceptance of the project – whichever occurs first. This short limitation period shall not

apply

if CE is guilty of gross negligence, or in the event of bodily injury, damage to health or loss of life attributable to CE. Liability under the Product Liability Act also remains unaffected.

- 11.3 Excluded from liability for defects are, in particular, defects or damage attributable to improper use, operating errors and negligent behaviour on the part of the customer or persons for whom the customer is responsible, as well as any resulting products that cause fire, lightning strike, explosion or mains-related overvoltages, incorrect or faulty programmes, software and/or processing data, and any consumable parts, unless the customer proves that these are not the cause of the reported defect. Furthermore, the warranty shall be void in the event of interference with the engineering services or other modifications during the warranty period by parties other than CE or third parties authorised by CE for this purpose.
- 11.4 In the event of fraudulent concealment of defects or the provision of a guarantee as to quality by CE, any further claims by the customer shall remain unaffected.
- 11.5 CE shall only assume liability for defects or pay compensation (in accordance with Clauses 10 or 11 of these General Terms and Conditions) in respect of the realisation of estimates or forecasts if this has been expressly agreed.
- 11.6 If an investigation into a notification of defect reveals that no liability for defects exists, CE is entitled to demand reimbursement of and to invoice all costs incurred, provided these are not minor expenses.

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 breaches of duty, or
 - in the event of a breach of essential contractual obligations for which CE is responsible (essential contractual obligations are those whose fulfilment is indispensable for the proper performance of the contract and on whose observance the contracting party regularly relies and is entitled to rely) or
 - in the event of injury to life, limb or health of persons or
 - insofar as CE is mandatorily liable under the Product Liability Act; or
 - insofar as liability is mandatory under the law.
- 12.3 If CE is held liable for damages due to a breach of essential contractual obligations arising from simple negligence, the extent of its liability is limited to the typical, foreseeable damage.
- 12.4 No liability for damages arising from the absence of third-party rights shall be accepted, unless there has been an intentional or grossly negligent breach of duty by CE and/or its agents and vicarious agents. If the result cannot be utilised, either in whole or in part, due to existing conflicting intellectual property rights, CE shall, upon becoming aware of this, submit suitable proposals to the client for clarifying the legal situation and for joint action against a third party with the aim of remedying the defect.
- 12.5 Insofar as liability is excluded or limited in accordance with the provisions of Clause 12, this shall also apply to claims arising from tort and to the personal liability of CE's officers, its employees, staff, representatives, contractors and subcontractors.
- 12.6 Liability for data loss is limited to the typical cost of recovery that would have been incurred had backup copies been made regularly and

appropriate backup procedures.

13. Property Rights, Copyright and Rights of Use

- 13.1 If, in the course of performing the contractual service, CE produces results worthy of protection, these shall vest in CE. CE shall initiate the registration of such intellectual property rights at its own expense.
- 13.2 If the client requires licensed or licensable intellectual property rights held by CE, or know-how eligible for protection, in order to use CE's services, such rights or know-how may only be used commercially in accordance with a separate patent/know-how licence agreement to be concluded with CE.
- 13.3 CE shall be granted a royalty-free, non-exclusive right of use to all copyright and/or intellectual property rights created during the performance of the contract in which the client is a co-author. CE may use these without restriction when processing further orders from third parties, subject to compliance with mandatory data protection provisions.
- 13.4 The disclosure and exploitation of CE's work beyond the purpose specified in the contract, in particular its publication, is permitted only with CE's prior written consent. The client shall be solely responsible for compliance with the statutory provisions applicable to the use of CE's services (e.g. competition law), in particular with regard to the content of advertising statements; the client shall indemnify CE against all claims by third parties in this respect.

14. Software

- 14.1 Where software is included in the scope of delivery, the customer is granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the specific item of delivery for which it is intended. Use of the software on more than one system is prohibited.
- 14.2 The customer may only reproduce, modify, translate or convert the software from object code to source code to the extent permitted by law and at their own risk. The customer undertakes not to remove the manufacturer's details – in particular copyright notices – or to alter them without CE's prior express consent.
- 14.3 All other rights to the software and the documentation, including copies, remain with CE or the software supplier. The granting of sub-licences is not permitted.

15. Confidentiality

The Customer and CE undertake to keep all oral and written information and communications received in the course of the performance of the contract confidential from third parties, unless such information has become generally known in some other way or the parties have waived confidentiality in writing. Persons, organisations and others shall not be regarded as unauthorised third parties if the disclosure of information to them is conducive to CE achieving the purpose of the contract.

16. Data Protection

CE is entitled to process data relating to the customer arising from the business relationship or in connection with it, regardless of whether such data originates from the customer themselves or from third parties, in accordance with the Federal Data Protection Act. This notice replaces the notification required under the Federal Data Protection Act that personal data relating to the customer is stored and processed electronically. Unless otherwise expressly agreed in writing, the customer hereby agrees that CE may use the relevant

project/order as a reference, citing the customer's name.

17. Poaching

The customer undertakes not to poach any CE staff during the performance of the order and for a period of one year thereafter, regardless of whether this occurs at the instigation of the employee or the customer. The poaching or attempted poaching of CE's staff constitutes a material breach of contract. In the event of poaching, the client is obliged to pay compensation amounting to half the gross annual salary of the poached employee. CE, for its part, undertakes not to poach any of the client's staff.

18. Termination

- 18.1 Where there are serious grounds, CE is entitled to terminate the contractual relationship with immediate effect.
- 18.2 The following, in particular, shall be deemed valid grounds for termination by CE:
 - failure to pay advances, or payment not made on time, or
 - failure by the client to meet agreed payment deadlines.
 - The client's default of acceptance.
- 18.3 Following effective termination, CE shall hand over to the client the work completed up to the date of termination, within a period to be agreed at that time. The client is obliged to reimburse CE for the partial services rendered and expenses incurred up to that point. In all other respects, Section 649 of the German Civil Code (BGB) shall apply, unless CE is at fault for the termination.
- 18.4 If the client terminates the contract through no fault of CE, the client shall owe the full fee for the services rendered up to the date of termination and, in addition, at least a further payment of 15 per cent of the agreed fee for the services which are no longer to be rendered as a result of the termination. CE is free to assert any further claims for remuneration within the scope of Section 649, second sentence, of the German Civil Code (BGB).
- 18.5 Each party is then obliged to return without delay to the other party any items and rights temporarily made available for the purpose of performing the contract. This also applies to the repayment to CE of any sums paid in advance

, insofar as these exceed the remuneration claims incurred up to that point or the pro rata share thereof.

- 18.6 The client has no further claims. There are no further claims.

19. Place of performance and prohibition on assignment

- 19.1 The place of performance for all services shall be, at the discretion of CE Bautzen, the registered office of the branch carrying out the work.
- 19.2 The assignment of any claims to which the client is entitled arising from the business relationship with CE is excluded.

20. Language of the contract

The contract language is German. Insofar as the contracting parties use any other language in addition to this, the German text shall take precedence.

21. Jurisdiction and Applicable Law

- 21.1 The law of the Federal Republic of Germany shall apply exclusively to all business and legal relationships between the customer and CE.
- 21.2 In the event of any disputes arising from the contractual relationship, legal proceedings must be brought before the court having jurisdiction over CE's registered office. CE is also entitled to bring proceedings before the courts at the customer's place of business.

22. Final Provisions

- 22.1 Any amendments or additions to the subject matter of the contract and these General Terms and Conditions must be made in writing to be valid. This also applies to the validity of any waiver of the written form clause or the written form requirement in individual cases.
- 22.2 The invalidity of one or more provisions of these General Terms and Conditions 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 superseded by these General Terms and Conditions. These General Terms and Conditions apply to all services provided by CE from the date of these General Terms and Conditions.