



General Terms and Conditions of Contract

Status: 01.05.2024

1 Scope

- (1) Contractual partner of the Customer (hereinafter referred to as "Customer") is REMBE® Advanced Services+Solutions GmbH (hereinafter referred to as "REMBE® RSX"), Zur Heide 35, 59929 Brilon, Germany, represented by the Chief Executive Officer Nikolaus Dückmann.
- (2) The following Terms and Conditions of Contract shall apply to all present and future contracts and business relations between REMBE® RSX and the Customer. Deviating, conflicting or supplementary general terms and conditions of the Customer shall not become part of the contract, even if known, unless REMBE® RSX expressly agrees to their validity.
- (3) The Terms and Conditions of Contract apply exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB).

2 Offer and conclusion of contract

- (1) The offers of REMBE® RSX are subject to change and non-binding. An order by the Customer constitutes a binding offer which REMBE® RSX may accept within 14 days by sending a written order confirmation, unless otherwise stated.
- (2) All agreements between REMBE® RSX and the Customer in connection with the individual orders are set out in full in writing in the individual contract, including these Terms and Conditions of Contract. The employees of REMBE® RSX are not authorised to make verbal agreements that deviate from the written contract.

3 Terms of Payment

- (1) The prices quoted by REMBE® RSX are in euros without discount or other reduction plus VAT, if applicable. Insofar as the contract includes deliveries, the prices are FCA Brilon (Incoterms 2020) excluding freight, packaging, insurance and handling.
- (2) Unless otherwise agreed, the prices shown in the REMBE® RSX service price list valid at the time of conclusion of the contract shall apply, plus the expense rates shown therein.
- (3) Unless otherwise agreed with the Customer, payments are to be made without deduction of discount within 14 days of receipt of the invoice. The Customer shall be in default even without a reminder from REMBE® RSX if it does not pay the remuneration owed within the agreed payment period. If the Customer is in arrears with a payment, REMBE® RSX shall be entitled to demand interest from the relevant date in accordance with Section 288(2) of the German Civil Code (BGB). REMBE® RSX reserves the right to provide evidence of higher damages.
- (4) The invoices shall be deemed accepted if no objection is made in text form within 30 days of the invoice date.
- (5) The Customer shall only be entitled to offset and assert rights of retention if the counterclaims have been legally established, recognised by REMBE® RSX or are undisputed. This restriction does not apply to counterclaims of the Customer due to defects or partial non-fulfilment of the contract, insofar as these are based on the same contractual relationship as the claim of REMBE® RSX.

4 Time of Delivery and Performance

- (1) The compliance of REMBE® RSX with delivery and performance deadlines requires that the Customer fulfils its contractual obligations in due time, in particular any obligations to cooperate which are necessary for REMBE® to provide the service. Subsequent requests for changes or the delayed provision of co-operation services by the Customer shall extend the performance period accordingly.
- (2) If REMBE® RSX is in default for reasons for which it is responsible, the Customer shall set a reasonable period of grace. If this grace period expires without result, the Customer is entitled to withdraw from the contract. A grace period is not required in the cases specified in sections 323(2) German Civil Code (BGB), 376 German Commercial Code (HGB).
- (3) Force majeure, labour disputes, riots, official measures (such as decrees or orders at federal, state or municipal level), epidemics/pandemics and other unforeseeable, unavoidable and serious events that prevent REMBE® RSX from fulfilling its contractual obligations shall release REMBE® RSX from its performance obligations for the duration of the disruption and to the extent of its effect. The performance deadlines shall be extended by the duration of the hindrance plus a reasonable restart phase. The provisions of this paragraph shall also apply in the event that force majeure circumstances occur outside the Federal Republic of Germany and/or orders/decrees or comparable measures are issued by higher authorities and these have an impact on the deployment of personnel (e.g. due to exit and/or entry bans). If the obstruction persists for longer than three months, the contracting parties undertake to negotiate an amendment to the contract without delay and to reach an agreement within a period of one month from the request of only one party at the latest. Negotiations must be conducted on the basis of the contractual risk structure. If no agreement is reached, either party may terminate the contract without notice. In this case, the services already rendered and executed shall be invoiced according to the contract prices.
- (4) The performance period shall be deemed to have been met if the Customer has been notified of the installation of the part(s) and/or the completion of the service(s) by the agreed expiry date.

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5 Liability

- (1) Subject to the following provisions, REMBE® RSX shall only be liable insofar as the Customer asserts claims which are based on intent or gross negligence or a culpable breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment is necessary for the achievement of the purpose of the contract and on whose compliance the Customer regularly relies and may rely on. Insofar as REMBE® RSX is liable hereunder for simple negligence, the obligation to pay compensation for property damage and resulting further financial losses that do not result from personal injury shall be limited to the reasonably foreseeable damage typical of the contract at the time of conclusion of the contract.
- (2) For damage caused by products supplied by REMBE® RSX (including software) or work performed by it, the liability of REMBE® RSX in the cases specified in para. 5.1 clause 3 shall be limited to the amount of cover provided by the product liability insurance, which shall amount to €10,000,000.00 for property damage and €1,000,000.00 per claim for financial losses resulting from property damage. If the damage typical for the contract is lower in individual cases, liability shall be limited to the latter.
- (3) Insofar as REMBE® RSX is liable due to delay pursuant to the statutory provisions, the liability for damages caused by delay (damages in addition to performance) shall be limited to 5% of the net price of the delayed delivery or service, provided that REMBE® has not acted with intent or gross negligence. Para. 5.1 applies to compensation in lieu of performance.
- (4) The limitations of liability shall not apply to claims based on culpable injury to life, limb or health or to claims based on the assumption of a guarantee or to mandatory liability under the Product Liability Act.
- (5) Any further liability is excluded irrespective of the legal nature of the asserted claim. Insofar as the liability of REMBE® RSX is excluded or limited, this shall also apply to the personal liability of REMBE® RSX's employees, workers, staff, representatives and vicarious agents.

6 Duty to co-operate

- (1) If the Customer is required to co-operate in the execution of the order, it must do so in good time and at its own expense. Expenses shall only be reimbursed if this has been expressly agreed in advance.
- (2) The Customer shall provide REMBE® RSX with all information and documents necessary for the performance of the services in the extent requested by REMBE® RSX in a timely, correct and complete manner and free of charge. In the event of significant changes which could be of importance for the provision of services, the Customer shall also inform REMBE® RSX of such circumstances without being asked and as early as possible.
- (3) The Customer shall grant REMBE® RSX unhindered and safe access to its premises and the relevant parts of the system, insofar as this is necessary for the provision of the service. The Customer undertakes to inform the employees or subcontractors employed by REMBE® RSX in good time of any safety regulations applicable on site.
- (4) An inspection/visit shall only take place after prior appointment between REMBE® RSX and the Customer. The Customer shall be responsible for all necessary traffic safety measures and obligations within the scope of the inspections/visits, unless otherwise contractually agreed.
- (5) If the Customer does not fulfil the above obligations to cooperate, does not do so in good time or does not do so properly, REMBE® RSX may refuse to provide the service until the obligations to cooperate have been fulfilled. In addition, REMBE® RSX shall be entitled, after the Customer has been given a reasonable deadline for the provision of co-operate, to discontinue services already commenced and to withdraw from the contract. In this case, REMBE® RSX may invoice the expenses incurred. Further contractual and legal claims are expressly reserved.

7 Service provision

- (1) REMBE® RSX shall provide the services owed with due care in accordance with reasonable customary standards. Further requirements shall only apply if these have been expressly agreed.
- (2) The content and scope of the services to be provided are set out in the respective individual contractual agreement. REMBE® RSX is only obliged to provide additional services that were not covered by the original contractual agreement on the basis of a corresponding supplementary agreement.
- (3) Unless expressly agreed otherwise, no specific success is owed for the provision of consultancy services.
- (4) REMBE® RSX bases its activities on the information and documents provided by the Customer as being complete and correct. REMBE® RSX is not obliged to check the correctness or completeness unless otherwise agreed.
- (5) If goods to be processed are collected by REMBE® RSX at the Customer's request, the Customer shall bear the transport risk. The Customer is free to insure these risks. The above provisions shall also apply if REMBE® RSX has guaranteed carriage paid delivery.
- (6) REMBE® RSX is entitled to a statutory contractor's lien on objects handed over to REMBE® RSX by the Customer.

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8 Rights of use

Insofar as the contractually owed service includes development services and the transfer of rights of use, the transfer of rights of use is subject to full payment of the agreed remuneration, unless otherwise agreed in individual cases.

9 Early termination of contract

- (1) Each party is entitled to terminate the contract prematurely for good cause. Good cause shall be deemed to exist if the terminating party cannot reasonably be expected to continue the contractual relationship until the agreed termination or until completion of an agreed service, taking into account all circumstances of the individual case and weighing the interests of both parties. If the good cause is a breach of contractual obligations by the contractual partner, termination is only permissible after the unsuccessful expiry of a deadline set for remedial action or after an unsuccessful warning, unless there are special circumstances that justify immediate termination after weighing up the interests of both parties. In the event of termination, REMBE® RSX is entitled to demand payment for the services already rendered. Any further legal claims remain unaffected.
- (2) If the Customer terminates a contract for work prematurely without an extraordinary reason for cancellation (free termination), REMBE® RSX may demand the agreed remuneration. However, REMBE® RSX must allow credit for the expenses it saves as a result of the premature termination of the contract or which it acquires or fails to acquire through other use of the labour. REMBE® RSX may demand 5% of the remuneration attributable to the services not rendered; however, REMBE® RSX remains entitled to assert a further claim for remuneration taking into account the criteria mentioned in clause 1. The Customer shall be entitled to prove that higher expenses were saved or higher revenues were realised or maliciously not realised.

10 Defect rights

- (1) If REMBE® RSX provides work services, the following provisions shall apply in the event of defects:
Defects in the work performance must be reported by the Customer immediately after their discovery. In the event of a defect, REMBE® RSX is obliged to rectify the defect. If the rectification fails, if it is refused by REMBE® RSX or if it is impossible or unreasonable, the Customer shall be entitled to reduce the remuneration claim or to withdraw from the contract under the statutory conditions. The rectification of defects shall be deemed to have failed if the defect has not been rectified by REMBE® RSX after two attempts at rectification. REMBE® RSX shall only be liable for damages in accordance with the liability provision in para. 5.
- (2) If the contract includes the sale of goods, the following provisions shall apply in the event of defects:
The assertion of warranty claims presupposes that the Customer fulfils its inspection and complaint obligations in accordance with Section 377 German Commercial Code (HGB) properly and in good time. Notification of defects must be made in text form. The Customer shall be entitled to the statutory warranty rights with the proviso that REMBE® RSX shall have the choice between subsequent delivery and subsequent improvement and claims for damages shall only exist within the scope of the liability regulation in para. 5.
- (3) Warranty claims shall lapse within one year from acceptance of the item in the case of defective work performance or from delivery of the goods in the case of defective goods sold. The shortening of the limitation period shall not apply to claims for damages in the event of intentional or grossly negligent causation or injury to life, limb or health. The statutory warranty regulations in section 445b German Civil Code (BGB) and section 438(1)(2b) German Civil Code (BGB) remain unaffected.

11 Retention of title

Insofar as the contract includes the delivery and transfer of ownership of objects, REMBE® RSX reserves the right of ownership until all outstanding claims from the business relationship with the Customer have been settled. For the duration of the retention of title, the Customer is obliged to inform REMBE® RSX immediately of any access by third parties to the goods, for example in the event of seizure, as well as any damage to or destruction of the goods, to provide REMBE® RSX with the information necessary for legal prosecution and to hand over the necessary documents.

12 Provision of documents of the Customer, industrial property rights

The Customer releases and indemnifies REMBE® RSX from all claims of third parties in connection with industrial property rights to drawings and documents provided to REMBE® RSX by the Customer. REMBE® RSX undertakes to use photocopies and other reproductions made exclusively for the purposes of calculating and performing the service and not to pass them on to third parties; they may be passed on to REMBE® RSX companies affiliated with REMBE® RSX.



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13 Specifications of the Customer

If drawings or other technical elaborations are prepared at the Customer's request in accordance with the Customer's specifications and on the basis of the information provided by the Customer, the requirements resulting from the Customer's specifications shall be taken as the basis. REMBE® RSX shall notify the Customer of any obvious errors or incompleteness of the information provided by the Customer. REMBE® RSX has no further obligation to check the accuracy and completeness of the information provided. The Customer must check the technical elaborations and inform REMBE® RSX immediately if the assumptions on which they are based are incorrect.

14 Rights to documents and software, confidentiality

- (1) REMBE® RSX expressly reserves the copyright and other ancillary copyrights to offers, drawings, technical elaborations, planning documents, calculations, test/service reports and other documents prepared by REMBE® RSX and provided to the Customer, even after they have been handed over to the Customer. The Customer is obligated to treat all documents provided by REMBE® RSX to the Customer as confidential. They may only be passed on to third parties with the prior written approval of REMBE® RSX. They may only be used or modified (e.g. by deletions or additions) beyond the purpose of the contract by REMBE® RSX or with the prior written consent of REMBE® RSX.
- (2) The Customer is obliged to keep business secrets, in particular procedural details of REMBE® RSX products as well as manufacturing details, secret and not to pass them on to third parties. Anything to the contrary shall only apply if and insofar as the Customer is obliged to disclose such information due to statutory regulations or official or court orders. In this case, REMBE® must be informed in advance.
- (3) The Customer may only use software programs supplied within the scope of the contractual relationship. Any transfer, transfer for use, reproduction etc. to third parties is not permitted without the prior written consent of REMBE® RSX.

15 Data protection

The personal data – hereinafter referred to as the "DATA" – collected as part of the order processing and business relationship – hereinafter referred to as the „PURPOSES“ – will be processed by REMBE® RSX to the extent necessary to achieve the aforementioned PURPOSES. To the extent that this is required for the above-mentioned PURPOSES, the DATA may be forwarded to companies related to REMBE® RSX in accordance with Section 15 of the Stock Corporation Act (AktG) – hereinafter jointly called the „REMBE® GROUP“. The REMBE® GROUP shall also process the DATA exclusively to perform the PURPOSES. The legal basis for this is Art. 6(1)(1)(b) GDPR. In cases in which the forwarding of DATA to companies of the REMBE® GROUP is not necessary for the performance of the PURPOSES in the sense of data protection law, the forwarding is carried out in compliance with the data protection regulations on the basis of a legitimate interest pursuant to Art. 6(1)(1)(f) GDPR. Furthermore, REMBE® RSX carries out statistical analyses for the purpose of market research; this also represents a legitimate interest of the REMBE® GROUP.

Please also refer to the REMBE® privacy policy <https://www.rembe-services.de/en/data-protection/>.

16 Compliance with legal requirements

Both parties undertake to comply with the statutory provisions applicable to them. The parties undertake to conduct their business in accordance with the principles of fair competition and to take appropriate measures to ensure that their legal representatives and employees do not offer, promise or grant any inappropriate advantages in order to influence business decisions and do not accept any such advantages themselves.

17 Compliance with foreign trade regulations

- (1) The parties are mutually obliged to comply with all economic sanctions, export control regulations and import restrictions under applicable German and EU law; this also applies with regard to applicable US and other national law, insofar as this does not conflict with German or European legislation ("applicable foreign trade law").
- (2) If an authorisation is required under the applicable foreign trade law for the conclusion of this contract or the provision of a service owed under this contract, the entire contract shall be subject to the condition precedent that such authorisation is granted.
- (3) If REMBE® RSX has doubts regarding the applicability of restrictions under the applicable foreign trade law, it may obtain legally binding information from the competent authorities to dispel these doubts (e.g. negative certificate). REMBE® RSX shall not be liable for delays caused by the fact that a required authorisation or official information is issued late, despite an application being submitted within a reasonable period of time. REMBE® RSX is also not liable for delays arising in connection with official measures. REMBE® RSX is entitled, but not obliged, to take legal or out-of-court action against negative decisions by the competent authorities or to seek legal protection from the courts in the event of an unreasonably long official procedure.



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- (4) The parties shall support each other („duty to cooperate“), in particular in the procurement of all information and documents necessary for the examination and compliance with the requirements and restrictions under the applicable foreign trade law (e.g. for the purpose of applying for licences/obtaining other information from authorities or for the fulfilment of information obligations). After delivery of the goods, the Customer undertakes to comply with all requests of the Federal Office for Economic Affairs and Export Control (BAFA) within 14 days of transmission of the request, in particular to provide proof of delivery at its request.
- (5) REMBE® RSX is entitled to refuse deliveries and services as soon as it has knowledge or reason to believe that the Customer is in breach of the applicable foreign trade law. If the contract cannot be finally fulfilled due to provisions of the applicable foreign trade law, either contracting party may withdraw from the contract in whole or in part without notice by written declaration to the other contracting party. In the event of cancellation, the contracting parties are mutually obliged to return services already received, unless this is not permitted under the applicable foreign trade law; beyond this, REMBE® RSX is not obliged to compensate for losses or damages. The Customer shall indemnify REMBE® RSX against all costs or other losses (in particular third party claims, fines, immaterial damage) resulting from the Customer's non-compliance with the applicable foreign trade law and the provisions of this para. 17, unless the Customer proves that it is not responsible for the violation.

18 Applicable law, place of fulfilment, place of jurisdiction and arbitration agreement

- (1) The place of fulfilment and – subject to para. 18.2 – the exclusive place of jurisdiction for deliveries and payments as well as all disputes arising between the parties from the contracts concluded between them shall be the registered office of REMBE® RSX.
- (2) If the Customer is domiciled outside the European Economic Area and Switzerland, it is agreed that all disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with these Rules in the case of a value in dispute of more than €100,000, and by one arbitrator appointed in accordance with these Rules in the case of a value in dispute of up to €100,000. The place of arbitration is Düsseldorf. The language of the arbitration proceedings is English.
- (3) The relationship between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany. The application of the CISG is excluded.

19 Language

In the event of linguistic ambiguities with regard to translations of these General Terms and Conditions of Contract or in other cases of doubt and problems of interpretation, the German version of the text shall be deemed to be ultimately binding.

20 Partial invalidity

Should any provision of these General Terms and Conditions of Contract be or become invalid or unenforceable, this shall not affect the validity of the remainder of the General Terms and Conditions of Contract. The invalid or unenforceable provision shall be replaced by the relevant statutory provisions.