

# General Terms and Conditions of Service

(as of April 26, 2024)

## A. Scope of Application

1. Unless otherwise agreed in writing, these "*General Terms and Conditions of Service*" (hereinafter also referred to as "GTC") apply to all services ("Services") provided by a legal representative or vicarious agent of Stucke Elektronik GmbH (hereinafter also referred to as "Contractor") for a customer (hereinafter referred to as "Customer" or "Client").

Regarding the sale/delivery of parts that the Client purchases from the Contractor in connection with the services provided, the "*General Terms and Conditions of Sale and Delivery (Products)*" in the current version shall be applied in accordance with the provisions also published on the Contractor's website.

2. The GTC apply to all business relationships with customers who are entrepreneurs according to § 14 BGB [Civil Code], a legal entity under public law or a special fund under public law.
3. Objection is hereby raised to the application of any other terms and conditions to the extent that they include provisions deviating from these GTC.

## B. Conclusion and Content of contract, Termination, Limitation Period

1. Legally binding contracts shall not be deemed concluded until the Customer has received the order confirmation from Stucke Elektronik GmbH and the Customer has not revoked the contract immediately, i.e. no later than within 7 days. Any and all "offers" (including catalogue and/or product descriptions, drawings, plans, calculations etc.) previously sent by the Contractor are non-binding requests for the submission of an offer by the client.
2. No declarations (including, but not limited to, order confirmations) are legally binding on the parties unless in written or text form. The validity of any and all oral subsidiary agreements, warranties of characteristics and amendments or modifications of the contract is subject to the same requirement of written form.
3. Subject to the following provisions, the termination of the respective individual contract shall take place in accordance with the statutory provisions.
4. If a fixed term is agreed in the individual contract, the ordinary right of termination is excluded for both parties. If the respective individual contract has been concluded for an indefinite period of time, both parties are entitled to terminate the contract with a notice period of 1 month to the end of the month. The right of both parties to extraordinary termination for good cause remains unaffected in any case.
5. Any notice of termination must be in writing.

6. Unless shorter limitation periods are established by law, any and all claims of the parties, regardless of their legal basis, are subject to a limitation period of twelve months upon expiration of the year in which they arose.

### C. Scope of Services and Execution

1. The Contractor shall perform the services specified in the Contractor's order confirmation. The type and scope of the services to be provided by the Contractor shall be determined exclusively by the order confirmation / the respective individual contract.
2. Time specifications made by Stucke Elektronik GmbH for the completion of services are non-binding unless the binding nature of the time specifications has been agreed in writing between the parties.
3. If services that have not been agreed upon in the performance of the services are necessary or desired by the Client (change of services), the Contractor shall submit a written supplementary offer to the Client for written acceptance before the start of the execution.
4. Unless otherwise expressly stated in the supplementary offer, the Client's declaration of acceptance of a supplementary offer must be declared in writing to the Contractor within 7 working days at the latest, calculated in each case from receipt of the supplementary offer by the Client. If the parties do not reach an agreement, the Contractor is not obliged to provide the services affected by the change in performance.
5. In particular, the services may include:
  - a. **"On-Site Service"**, i.e. the presence of a service technician or technical worker provided by the Contractor to carry out the installation, commissioning, repair, overhaul or maintenance of customer equipment;
  - b. **"Workshop Services"**, i.e. the inspection, overhaul, replacement or overhaul of the Client's parts/equipment in the Contractor's workshop, in which case the Contractor is not responsible for transport to and from the Contractor's workshop;
  - c. **"Technical Consultancy Services"** means the provision of technical advice by the Contractor's technical expert(s)/consultant, in which case the Contractor is not responsible for carrying out installations, repairs or maintenance;
  - d. **"Inspection Services"**, i.e. the inspection or investigation of the condition or performance of customer parts or equipment;
  - e. **"Other Services"** specified in the Contractor's order confirmation.

#### **D. Acceptance, Impediment of Performance / Delays**

1. The services provided by the Contractor as well as the parts delivered during the execution of the order shall be deemed to have been provided in accordance with the contract in terms of their nature and extent with the commissioning or use / use by the Client without reprimand.
1. If the commissioned services cannot be commenced in accordance with the agreement due to "force majeure" or for other reasons for which the Contractor is not responsible, or if the commissioned services have to be interrupted or terminated prematurely for the same reasons, the associated (additional) costs shall be borne by the Client even in the event of a later resumption or termination of the agreed services. This includes, in particular, the costs for the provision, accommodation, early return and re-arrival of service personnel.

#### **E. Remuneration, Payment and Security Agreement**

1. The invoices of Stucke Elektronik GmbH are due for payment 30 days after receipt of the invoice without deduction. It is agreed that the Customer will be deemed to have received the invoice no later than 3 days after its submission to the postal service. The Customer is entitled to refute the above fictional receipt in specific cases.
2. Stucke Elektronik GmbH is entitled to apply initially the Customer's payments to previous debts despite contrary payment instructions by the Customer. If expenses and interest have accrued, Stucke Elektronik GmbH is entitled to apply the payment initially to the expenses, then to the interest and finally to the principal debt.
3. After the commencement of the activity, the Contractor shall be entitled to issue partial invoices for proven services at the times agreed in the respective individual contract or at appropriate intervals, in particular also for changed services for which a supplementary remuneration has been agreed (see C. 3. "Change in services" above).
4. The Contractor may make the continuation of the activity dependent on the receipt of invoiced payments on account.
5. If and when the Client is in default of payment, Stucke Elektronik GmbH is entitled to charge default interest in the amount of no less than 9% above the basic interest rate as of the commencement of the default in addition to asserting any more extensive loss or damage claims because of the default.
6. In the event of a delay in payment, the Contractor may postpone the execution of further contractually owed service work and make the execution dependent on the full payment of the outstanding receivables. Alternatively, the Contractor may require the Client to provide the Contractor with appropriate security for outstanding claims.

7. If and when the Contractor becomes aware of circumstances that cast doubt on the Customer's creditworthiness — in particular, but not solely, if the Customer does not fulfil its payment obligations on time, Stucke Elektronik GmbH is entitled to declare that any and all payment obligations, including those that are not yet due, are payable immediately.
8. The Customer can only offset against recognized, undisputed, or legally established claims or against claims arising from the same contractual relationship. The Customer is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship, is undisputed or has been legally established. Stucke Elektronik GmbH may not contest the Client's claims/counterclaims arbitrarily, but only for objectively comprehensible reasons that must be presented to the Client in a qualified manner.
9. To the extent permitted by law, the Client hereby grants the Contractor a right of lien and, if applicable, a maritime right of lien on all equipment, parts, and components on which the services are performed as security for the full payment of the services provided (including consumables and small materials incurred thereby). The Client hereby waives all claims, defences, and causes of action to which the Client may be entitled in connection with the exercise of the liens by the Contractor.
10. The customer shall bear all customs duties, other taxes and duties arising from the services provided, as well as all fees (e.g. for permits and inspections).

#### **F. Commissioning of Subcontractors**

1. Stucke Elektronik GmbH is entitled to engage subcontractors to fulfill its obligations under the contract concluded with the customer. The selection of the subcontractor is at the sole discretion of Stucke Elektronik GmbH.
2. Stucke Elektronik GmbH shall be liable for breaches of duty by the subcontractor in accordance with the provisions agreed in Section G.

#### **G. Liability and Indemnity**

1. Damage compensation claims against Stucke Elektronik GmbH are generally excluded. The exclusion of liability does not apply — the legal reason notwithstanding — in the event of willful intent and gross negligence. In the event of simple negligence, Stucke Elektronik GmbH is liable solely for damage or loss from injury to life, body or health resulting from the breach of an obligation by Stucke Elektronik GmbH, its legal representatives or its vicarious agents or for loss or damage caused by the breach of an essential contractual obligation. Essential obligations are those obligations that must be fulfilled if the contract is to be performed properly at all and that the Customer therefore expects and may reasonably expect to be fulfilled.
2. In the event of liability, the claim for compensation is limited to the foreseeable, typically occurring damage. The amount is limited to a maximum of 50% of the agreed service price.

3. In particular Stucke Elektronik GmbH expressly does not assume any liability in connection with the services it provides
  - for services performed by the client itself or by other third parties. This also applies if these services are carried out under the supervision of Stucke Elektronik GmbH or if these third-party services are checked,
  - for system failures (in particular electricity, IT or other technical systems) of the client or other third parties and the resulting consequential damages,
  - for the damage/loss of equipment, components, parts and software of the Client and third parties.
4. The client is responsible for compliance with all legal and other requirements that apply to the performance of the commissioned services in accordance with the agreement. Unless the parties have agreed otherwise, the Client shall also provide the Contractor with the following free of charge:
  - Assistants and aids (tools and devices, e.g. lifting and transport equipment) required for the performance of the contracted services,
  - setting up and maintaining the construction site and workplaces in accordance with occupational health and safety requirements (e.g. scaffolding, fall protection); this does not apply if the services are carried out on the premises of Stucke Elektronik GmbH,
  - sanitary facilities, recreation and changing rooms,
  - Storage facilities with the possibility of closing,
  - Internet and telephone connection
  - Assisting the Contractor in completing immigration and customs duties,
  - Information about the local laws and regulations (health, safety and environmental regulations) that apply to the contracted services, and
  - Access to the place (e.g. shipyard) where the services are to be performed, including securing the right of access to third parties.
  - Treatment / disposal of hazardous substances in the equipment or on the construction site

In the event that the Client fails to fulfil the above obligations, the Contractor may, at its option, terminate or suspend the contract or ensure the fulfilment of the

obligation itself at the expense of the Client. Stucke Elektronik GmbH shall not be liable for damages after termination / suspension of order fulfilment. The Client shall reimburse the Contractor for all necessary costs of a substitute performance. The obligation to reimburse also extends to additional costs incurred by the Contractor as a result of the suspension, subsequent resumption or termination of the services.

5. The Client shall indemnify the Contractor against all claims, damages, losses, fines, penalties and expenses arising out of or in connection with unsafe/dangerous working conditions, hazardous materials and/or substances of any kind that:
  - are or were present in or around the customer's equipment or the construction site prior to commencing the service work;
  - improperly handled or disposed of by Customer or its employees, agents, contractors or subcontractors, or
  - brought, produced, manufactured or released on site by parties other than the Contractor.
6. Unless otherwise agreed, the Client is solely responsible for the system integration and/or system safety engineering for all equipment not provided by the Contractor. It is the customer's sole responsibility to protect the device and its system components (e.g., hardware, firmware, and software) from external cybersecurity threats or internal cybersecurity threats.
7. The Contractor shall not be liable for any cyber incidents or breaches, unauthorized access, interference, intrusions, leaks and/or theft of data or information in the Client's IT systems or other systems. If either party becomes aware of a security breach, that party must notify the other party immediately.
8. Neither the Contractor nor the Client shall be liable for any failure or delay in the performance of its obligations under this Contract or for any loss or damage resulting therefrom caused by or arising out of any "force majeure" event.

## **H. Warranty**

1. The Contractor shall, at its own discretion, re-perform the defective services in whole or in part within the scope of the warranty. This does not apply to the "inspection work" referred to in C. 5.d). The performance of services does not give rise to any warranty claims regarding the serviced devices, parts or components.
2. Warranty claims are excluded if and to the extent that Stucke Elektronik GmbH is not responsible for the defect, in particular
  - the client does not observe the assembly, operating and maintenance instructions,
  - the defects are due to improper use and/or natural wear and tear,

- the defects are due to assembly, commissioning or repair not carried out by Stucke Elektronik GmbH or its subcontractors, and
  - the deficiencies are due to technical causes (e.g. fluctuations in the power grid).
3. The warranty period for services begins with the acceptance of the service by the customer and is 6 months. For services that have been provided again under a warranty, the warranty period is extended by a further 6 months after the service has been performed. Under no circumstances will the warranty period for services be extended beyond the date that is 12 months after the commencement of the original warranty period.
  4. The warranty obligation only covers the repetition of the contractually agreed services. Any additional expenses that may be necessary for the fulfilment of the warranty obligation (e.g. crane, diving, towing, dismantling or assembly costs, electricity, mooring or scaffolding costs), taxes and duties are not part of the warranty. Insofar as the Contractor bears these expenses within the scope of the execution of the warranty, these are to be reimbursed to the Contractor by the Client.

#### **I. Trade sanctions and export controls, etc.**

1. Stucke Elektronik GmbH's services are subject to any applicable export controls, sanctions or trade restrictions imposed by Germany, the United Nations, the European Union and the United States of America on services. The Customer acknowledges that the Services and all related technical information, documents and materials may not be imported, exported, reloaded, traded, diverted or transmitted, directly or indirectly, contrary to the controls, sanctions or restrictions set forth above.
2. The customer assumes sole responsibility for compliance with the requirements described in section 1. At the request of Stucke Elektronik GmbH, the customer must provide Stucke Elektronik GmbH with all relevant export control laws, regulations, sanctions and restrictions, check the permissibility of the provision of services and provide Stucke Elektronik GmbH with the result of his audit.
3. Stucke Elektronik GmbH assumes no liability for any delays, cancellations or changes due to export controls, sanctions or other requirements to be observed for delivery.

#### **J. Applicable Law, Place of Performance, Place of Jurisdiction, Partial Ineffectiveness, Confidentiality, Privacy**

1. These terms and conditions of business and the legal relationships between Stucke Elektronik GmbH and its contract partners are governed solely and exclusively by the laws of Germany.

2. Stucke Elektronik GmbH retains utilization rights based on title of ownership and copyrights to cost estimates, drawings and other offer documents. Any such documents and the information they contain may be made accessible to third parties solely with the express prior consent of Stucke Elektronik GmbH. The Client shall obligate affiliated companies, vicarious agents and other third parties included in the contract to confidentiality in an equivalent manner. If and when no contract is concluded, the offer documents shall be returned to Stucke Elektronik GmbH without delay upon its request. In the event of a breach of the above confidentiality and surrender obligations, the parties agree to a contractual penalty in the amount of 50% of the net list delivery price for each and every breach of obligations. Stucke Elektronik GmbH reserves the right to prove greater loss or damage; the agreed contractual penalty will be offset against the greater amount.
3. The place of performance for any and all contracts concluded on the basis of these terms and conditions is the registered office of Stucke Elektronik GmbH in Hamburg, unless otherwise agreed in writing between the parties. The place of supply for VAT purposes may differ from this.
4. If and when the customer is a merchant within the sense of commercial law, a legal entity under public law or a public-law special fund, the parties agree to Hamburg as venue for any and all disputes arising directly or indirectly from the contractual relationship.
5. If and when any of these provisions are invalid or unenforceable, they will be replaced by valid and enforceable regulations that Stucke Elektronik GmbH would recognizably have wanted in accordance with the meaning and purpose of these terms and conditions if it had been aware of the invalidity or unenforceability.
6. The Customer grants its consent to Stucke Elektronik GmbH for the collection, processing and utilization of all customer data from the business relationship within the framework of the intended purpose.