

General Standard Terms and Conditions of Sauter FM GmbH (SFM)

1. General information

- 1.1. SFM provides all services exclusively on the basis of these terms and conditions. They are accepted by placing an order and are also valid for all future orders until revoked, even if they are not explicitly included again.
- 1.2. Deviations from these terms and conditions are only effective if SFM confirms them in writing. They only apply to the order for which SFM has confirmed them.
- 1.3. Promises, information and statements made by SFM employees as well as by experts engaged by SFM are non-binding and require written confirmation to be legally effective.

2. Principles

- 2.1. SFM executes the orders in accordance with the recognised rules of technology and in accordance with the statutory and official regulations in force at the time of execution. SFM does not guarantee the technical rules themselves nor the correctness of the examination of the underlying programs and regulations.
- 2.2. SFM is entitled to have the services performed by carefully selected and suitable subcontractors in exceptional cases.
- 2.3. In the case of the client's own services or services provided by third parties engaged by the client, the relevant regulations must be observed, in particular laws, ordinances, accident prevention regulations, administrative guidelines, VDE regulations and DIN standards. SFM does not assume any responsibility for this.

3. Execution periods and deadlines

- 3.1. Execution periods and deadlines are non-binding unless they are expressly designated as fixed deadlines and so agreed in writing or confirmed in writing. All other time specifications only refer to the estimated time required.
- 3.2. SFM is only liable for damages caused by delay if the delay is due to an intentional or grossly negligent breach of duty by SFM or a vicarious agent called in by SFM.

4. Provision of material

- 4.1. Provided goods remain the property of SFM. They are to be stored clearly and separately as property of SFM, to be sufficiently insured against fire, water and theft at the expense of the client, and may only be used as intended.
- 4.2. The processing or transformation of the provided goods is always carried out by the contractor for SFM. If the provided goods are processed with other objects not belonging to SFM, SFM acquires co-ownership of the new object in proportion of the value of the provided goods to the other processed objects at the time of processing.
- 4.3. In all other respects, the same applies to the object created by processing as to the goods provided.

5. Warranty

- 5.1. SFM provides a warranty only for services that are expressly the subject of the agreed order. If the order only concerns the inspection or testing of parts of a complete system, SFM does not assume any warranty for the correctness, functionality and perfect condition of the complete system.
- 5.2. Should additional calculations and assessments not yet foreseeable on the day of the order placement become necessary due to new laws or changes in the technical and scientific con-

ditions, SFM will provide proof of the additional expenditure as an addendum to the order. The warranty rule according to 5.1 also applies to work within the scope of such an addendum.

- 5.3. SFM has the right of supplementary performance. If the supplementary performance fails, the client may reduce the price, or choose to withdraw from the contract provided that construction work is not involved. Self-remedy and reimbursement of expenses as well as a claim for damages are excluded, unless the defect is due to intent or gross negligence as defined in clause 3.2.

6. Liability and damages

- 6.1. SFM is liable for damages of any kind only under the conditions of clause 3.2. As far as SFM is liable, the liability per order is limited to the scope of services of the liability insurance covered by SFM.
- 6.2. Higher liability sums can be agreed upon at the expense of the client depending on the order and request if SFM is able to obtain coverage for this within the scope of its existing liability insurance. The agreement must be in writing.
- 6.3. The limitation of liability according to 6.1. and 6.2. also apply with regard to the personal liability of SFM employees, experts engaged by SFM, and other third parties.

7. Terms of payment

- 7.1. Information about the remuneration for SFM is subject to change; the remuneration according to the remuneration regulations (HOAI) valid at the time of the execution of the order are deemed to have been agreed unless a fixed price has been expressly agreed upon in writing.
- 7.2. The prices are net euro prices plus VAT unless otherwise agreed in writing.
- 7.3. The remuneration is due immediately and payable within 14 days of the invoice date unless otherwise agreed in writing.
- 7.4. For orders of EUR 1,000 or more, SFM may invoice partial payments with a payment term according to clause 7.3, depending on the expenses incurred. For partial payments, the last partial amount is due within 14 days from the date of the final invoice.
- 7.5. As far as parts of an order are executed by subcontractors in agreement with the client, SFM is entitled to charge a management and administration fee of 15% on their invoice.
- 7.6. The client is only entitled to offset or withhold payment if SFM has expressly agreed in writing or if counterclaims are undisputed or have been legally established.
- 7.7. If the client is in arrears with the payment of partial invoices despite a grace period, SFM is entitled to refuse the further execution of the order, to withdraw from the contract or to claim damages for non-performance. In this case the deadlines mentioned in clause 3 are extended accordingly.
- 7.8. Complaints regarding SFM's invoices must be made in writing within 7 days of receipt and must be substantiated.

Allgemeine Geschäftsbedingungen der Sauter FM GmbH (SFM)

8. Data protection, copyright, confidentiality

- 8.1. SFM is entitled to process the client's data exclusively for its own purposes provided that the provisions of the German Data Protection Act are complied with.
- 8.2. SFM expressly reserves the copyrights to the calculations, test results, expert opinions etc. prepared by SFM.
- 8.3. The client and SFM commit themselves to secrecy about all facts that come to their knowledge through the order, as far as they relate to the client and the subject of the order.
- 8.4. SFM may make copies for its files of written documents provided to SFM for viewing or handed over for the execution of orders. SFM will return all copies and other provided documents after completion of the order, unless they have to remain with SFM for documentation purposes.

9. Place of performance, place of jurisdiction, choice of law

- 9.1. Place of performance and place of jurisdiction for all liabilities and legal disputes arising from the contract is Augsburg if the client is a merchant or one of the parties mentioned in para. 38 sections 1 and 2 of the Code of Civil Procedure.
- 9.2. The contractual relationship and all legal relationships arising from it are governed exclusively by the laws of the Federal Republic of Germany.