

General Terms and Conditions of FIS GmbH for technical Services and Spare Parts delivered

1. Scope of application

The General Terms and Conditions for Service Technician Operations and Spare Parts Deliveries (hereinafter referred to as "GTC") shall apply to all business relations of FIS GmbH with you, in particular to all offers, deliveries and services, if you are an entrepreneur (§14 BGB), a legal entity under public law or a special fund under public law within the meaning of §310 para. 1 sentence 1 BGB.

We undertake the maintenance, servicing and repair (hereinafter jointly referred to as "Services") of the equipment, machines and spare parts supplied or serviced by us on the basis of DIN EN 13306, DIN 31051.

The GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall not apply, even if we do not separately object to their validity in individual cases.

Individual agreements made with you in individual cases shall in any case take precedence over these GTC. For the content of such agreements, a written contract or a written confirmation by us is decisive.

2. Conclusion of Contract

All offers made by FIS GmbH are subject to change and non-binding, unless they are expressly marked as binding. With your order you submit a binding offer to FIS GmbH, which we can accept within seven working days after receipt. Acceptance shall be effected by sending an order confirmation by e-mail to you or by delivery of the ordered goods (hereinafter referred to as "delivery item"). Prior to this, you will receive a confirmation of receipt of your order by e-mail to the e-mail address provided by you (order confirmation), which, however, does not constitute an acceptance of the offer, but merely serves to inform you about the receipt of the order.

3. Storage of the contract text (this passage only applies if the order is placed via the Internet store "Online Shop")

We store the contract text of your order. You can print this before sending your order to us by clicking on "Print" in the last step of the order. We will also send you an order confirmation as well as an order confirmation with all order data to the e-mail address you provided.

4. Retention of Title

The FIS GmbH shall retain title to the delivery item until receipt of all payments arising from the delivery contract, and in the case of ongoing business relations until settlement of all current and future claims.

You may neither pledge the delivery item subject to retention of title nor assign it as security. In the event of seizure, confiscation or other dispositions by third parties, you must notify FIS GmbH immediately by registered mail. Before full payment, the goods may only be sold in the ordinary course of business. In the event of an inadmissible sale, you hereby assign to us the claims against third parties arising from the

resale. We accept the assignment. The obligations specified in Clause 4, Sentence 3 shall also apply in respect of the assigned claims. You are revocably entitled to collect the claims assigned to us in trust for us in our name.

5. Prices, Shipping Costs

We will submit our prices for technical service individually with a quotation. Prices for spare parts are net prices excluding freight or shipping costs and packaging. Within Germany, sales tax at the statutory rate is added to the prices. The costs for packaging, transport and insurance will be clearly communicated to you before submitting your order (contract application). The same applies if the installation of the spare part is also agreed. Unless otherwise agreed, we reserve the right to choose the mode of transport.

6. The Customer undertakes to:

The Customer shall support the service personnel in the performance of the work at its own expense.

He shall take the necessary measures to protect persons and property at the place of use. He shall also inform the service personnel about existing safety and hygiene measures, insofar as these are of importance for the deployment.

The customer is obliged to provide technical assistance at his own expense, in particular to:

- Provide necessary support staff as specified in the time required. The assistants shall follow the instructions of the service management as permitted by law. We do not assume liability for these auxiliary personnel. If a defect or damage is caused by the auxiliary staff on the basis of our instructions, item 12 shall apply.
- The supply of the plant with all agreed energies and operating materials such as electricity, water, oil and compressed air. The supply of the plant with all agreed energies and operating materials such as electricity, water, oil and compressed air. These are to be supplied by the customer in good time and without impeding assembly and, if necessary, made available immediately and in the agreed quantity and quality.
- Provision of the necessary heavy tools such as hoists, welding equipment, compressors and us. as well as the necessary commodities and materials such as scaffolding wood, wedges, underlays, sealing material, etc.
- Provision of heating, lighting, compressed air and all agreed equipment including the necessary connections.

The place of use is to be secured in such a way that the theft of tools and materials in relation to their value is excluded.

The customer shall make the machines, systems and spare parts available at the agreed time and in the agreed period free of production and clean for the work to be carried out.

The customer must certify the service times and the performance of the service personnel on a form submitted to him.

7. Application Dates & Times

All service specifications are only approximate unless a fixed deadline or date has been expressly promised or agreed.

If the service is temporarily delayed as a result of force majeure (unforeseen circumstances and events for which we are not responsible and which could not have been avoided with the due care and diligence of a prudent businessman, e.g. industrial disputes, war, fire, transport obstacles, shortage of raw materials, official measures) or operational disruptions for which we are not responsible, the deadline shall be extended or postponed by a reasonable period. If the service changes or expands in comparison to the original order and if a delay in a service assignment occurs as a result, we will provide you with a new service date, stating the reasons.

8. Completion of Service Operation

After completion of the work, the customer shall satisfy himself of its proper execution. This shall be evidenced by a service record or service report.

If, despite the obligation to accept, the contractual service is not accepted within five working days of submission of the service record, acceptance shall be deemed to have taken place.

9. Liability, Warranty

For technical services, we shall be liable without limitation under the Product Liability Act, in cases of express assumption of a guarantee or a procurement risk, and for intentional or grossly negligent breach of duty. Likewise, we shall be liable without limitation in the event of intentional or negligent injury to life, limb or health. We shall only be liable for property damage and financial loss caused by slight negligence in the event of a breach of such obligations, the fulfillment of which is a prerequisite for the proper execution of the contract and the fulfillment of which the customer may particularly rely on ("essential contractual obligations"), but limited to the damage typical for the contract and foreseeable at the time of the conclusion of the contractual Damage.

Within the framework of the statutory provisions, we guarantee that the parts and goods supplied are free of defects that cancel out or reduce the value or suitability for the customary use or use required by the contract.

If a defect is caused by improper modification by the customer, all warranty claims by the customer regarding this defect are excluded.

The liability of FIS GmbH for negligence (except for gross negligence) in the case of technical services or delayed delivery of parts is limited to an amount of 10% of the respective purchase price (including sales tax).

Furthermore, FIS GmbH is not liable for technical faults whose cause is not within the area of responsibility of FIS GmbH or for damage caused by force majeure (unforeseen

circumstances and occurrences for which we are not responsible and which could not have been avoided with the diligence of a prudent businessman, e.g. labor disputes, war, fire, transport obstacles, lack of raw materials, official measures).

10. Delivery Terms

Technical services are provided by mutual agreement.

In the case of delivery of spare parts on account or payment by direct debit, we will ship the goods within a reasonable period of time after delivery of the order confirmation or after specification of procurement times, unless otherwise stated in the offer. Partial deliveries are permitted to a reasonable extent. We only owe the timely, proper delivery of the goods to the transport company (sales by mail). The risk passes to you at the latest when the delivery parts are dispatched, even if partial deliveries are made. Our shipments are insured as standard against transport damage, theft and other insurable risks.

11. Terms of Payment

Payment can be made either in advance by bank transfer in advance by invoice, by direct debit or by surname. We reserve the right to exclude individual payment methods. If you choose the payment method in advance, we will give you the bank details in the order confirmation. The invoice amount is to be transferred to our account within five days. You can only exercise a right of retention if the claims result from the same contractual relationship or have been legally established by a court or are undisputed. You only have the right to offset if your counterclaims have been legally established by a court or are undisputed, or have been recognized by us in writing.

The service is billed promptly, without the requirement that the installation is complete, based on the hours already worked and the costs actually incurred.

If the customer does not pay on the due date, the outstanding amounts shall be subject to interest from the due date at percentage points above the current base interest rate. We reserve the right to assert further damage caused by delay.

12. Duty to examine & give notice of defect

You must inspect the delivered products within five days of receipt to ensure that they conform to the contract and immediately notify us of any defects that become apparent or defects that become apparent later. If you fail to carry out the proper examination and/or notification of defects, our liability for the non-reported defect is excluded.

13. Goods Return

If the subsequent performance has failed or a reasonable deadline set by you for the subsequent performance has expired without success or is dispensable according to the statutory provisions, you can withdraw from the purchase contract or reduce the purchase price. In a minor defect, however, there is no right of withdrawal. If FIS GmbH also grants you a contractual right of withdrawal, a flat rate of EUR 25.00 will be due when exercising the contractual right of with-

drawal. In the event of a contractual right of withdrawal, ordered spare parts will only be taken back under the following conditions:

- The parts are new and in perfect condition. If the incoming goods inspection does not confirm this, the purchase price will not be credited.
- The return delivery takes place within thirty days after the invoice date
- A copy of the delivery note or the invoice as well as the completed return slip are enclosed with the returned parts. You will receive the return slip together with the delivery note for each delivery

14. Status of Limitation

Any claims for defects shall become statute-barred within 12 months after delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. The above limitation periods shall not apply to limitation periods under the Product Liability Act. Sections 438 para. 1 no. 2, no. 3 and 634a para. 3 BGB shall also remain unaffected. The statutory limitation periods shall apply exclusively to claims for damages in accordance with Section 11 (2).

15. Choice of Law, Place of Jurisdiction, Miscellaneous

The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of any conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention). The exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of FIS GmbH.

Agreements to the contrary shall only be valid after written confirmation by FIS GmbH.

Should any clause of these General Terms and Conditions be or become invalid, this shall not affect the validity of the contract and the other clauses. A provision corresponding to the economic intention of the invalid or void provision shall be found.

Status: May 2023