

General Repair and Assembly Conditions of the MAXIMATOR GmbH

(Dated: January 2023)

I. Validity of the "General Repair and Assembly Conditions of MAXIMATOR GmbH"

- All repairs and/or assembly of machines or machine parts by MAXIMATOR GmbH, Lange Straße 6, 99734 Nordhausen, Germany (hereinafter: "MAXIMATOR") are subject to these "General Repair and Assembly Conditions of MAXIMATOR GmbH (dated: January 2022)" (hereinafter: "Repair and Assembly Conditions"), unless the parties have agreed otherwise.
- Oral commitments from MAXIMATOR prior to the conclusion of the contract are not legally binding, and oral agreements between the parties shall be replaced by the written contract, unless it is explicitly stated in each case that they continue to apply bindingly. Supplements and amendments to the contracts made, including these Repair and Assembly Conditions, must be in writing to be effective. Transmission via fax shall be sufficient to comply with the written form; transmission by telecommunications, in particular email, shall not be sufficient.
- The general terms and conditions of the customer or third parties shall not apply, even if MAXIMATOR does not object their validity separately in individual cases. Even if MAXIMATOR refers to a written document that contains or refers to the general terms and conditions of the customer or a third party, this does not constitute an agreement to the validity of any general terms and conditions.

II. Cooperation Obligations of the Customer

- The customer shall support MAXIMATOR's staff to a reasonable extent in carrying out the assembly or repair at the customer's expense.
- The customer shall take the measures necessary to protect persons and property at the assembly or repair site. He shall also inform MAXIMATOR about existing special safety regulations if these are relevant for MAXIMATOR's staff. He shall notify MAXIMATOR of any violations of such special safety regulations by MAXIMATOR's assembly staff. In case of serious violations, in consultation with MAXIMATOR, he can refuse the violating staff member access to the assembly or repair site.
- The technical support of the customer must ensure that the repair or assembly work can be commenced immediately upon arrival of MAXIMATOR's staff and carried out without delay. Should any particular plans or instructions be required from MAXIMATOR, MAXIMATOR shall make them available to the customer in good time.
- Should the customer not fulfil his obligations, after setting a notice period, MAXIMATOR shall be entitled, but not obligated, to perform the actions incumbent upon the customer in his place and at his expense. Besides that, the statutory rights and claims of MAXIMATOR remain unaffected.

III. Execution and Delay of Work

- With the exception of public holidays in Thuringia and unless otherwise agreed, MAXIMATOR shall carry out the repair or assembly services Mondays to Fridays from 07:00 – 17:00.
- The provided information on repair and assembly periods is based on estimations and is therefore not binding. The customer may only demand the agreement of a binding repair or assembly period, which must be designated as binding, once the scope of the work has been defined precisely. In the case of additional or extension orders placed later or in case of necessary additional work, a bindingly agreed repair assembly period shall be extended accordingly.
- In the event of force majeure, such as operational disruptions, transport delays, measures relating to industrial disputes, in particular strikes and lock-outs, epidemics and pandemics (declarations/recommendations of the Foreign Office/WHO are considered indicative, e.g. in case of Corona) including/or official orders as well as in the event of non-delivery, and/or incorrect or delayed delivery by MAXIMATOR's suppliers, regardless of the reason (reservation of self-supply), and in the event of other impediments to service provision for which MAXIMATOR is not responsible and that were not foreseeable at the time of the conclusion of the contract, MAXIMATOR may extend the service periods by the duration of the impediment and a reasonable start-up time following this. Should such events make it significantly more difficult for MAXIMATOR to perform the services and is the impediment not only of temporary duration, MAXIMATOR is entitled to withdraw from the contract. Insofar as the customer can not reasonably be expected to receive / accept (within the meaning of Section 640 of the German Civil Code) the services as a result of the delay, he can withdraw from the contract by immediate written declaration to MAXIMATOR.
- Should the customer suffer damage as a result of the delay by MAXIMATOR, he is entitled to demand a lump sum compensation for the delay. This shall amount to 0.1% for each full week of the delay, but in total to a maximum of 3% of the repair or assembly price for that part of the object to be repaired or assembled by MAXIMATOR that cannot be used in good time as a result of the delay.
- If the customer does not wish to make use of a contractually agreed repair or assembly service after the conclusion of the contract but before the provision of the service ("cancellation"), despite the absence of a legal right to do so, and

MAXIMATOR accepts this cancellation, the customer shall pay MAXIMATOR a cancellation fee in the amount of 20% of the net value of the contractually agreed service, insofar as a lump sum was agreed for the respective service.

In case of commissioned services, for which a lump sum was not agreed, the customer must pay a flat fee of EUR 250 as (partial) performance damages in the event of such a cancellation. The customer is permitted to prove that MAXIMATOR has incurred no damage at all or only less damage than the aforementioned flat fee.

IV. Acceptance

If the repair or assembly contract is a contract for work, the customer is obliged to accept the repair or assembly as soon as he has been notified of its completion and any contractually stipulated testing of the repaired or assembled object has taken place. Should the repair or assembly proves not to be in accordance with the contract, MAXIMATOR is obliged to rectify the defect. This shall not apply to the extent the defect is based on a circumstance for which the customer is responsible. If there is no significant defect, the customer may not refuse acceptance.

Should acceptance be delayed through no fault of MAXIMATOR, acceptance shall be deemed to have taken place upon expiration of two weeks after notification of completion of the repair or assembly.

V. Terms of Payment

Repair services and assembly services shall be charged on a time and materials basis on expenditure, unless a lump sum has been expressly agreed. The amount of the respective hourly rate shall be taken from Section VI, whereby the prices listed therein are in each case plus the statutory value added tax.

Unless expressly agreed otherwise, the customer shall pay MAXIMATOR's travel expenses and travel costs accrued in accordance with the price list in Section VI in addition to the expense-based remuneration in accordance with Section V No.1.

When calculating the repair or assembly services, the prices for used parts, materials and special services, as well as the prices for provided work, travel and transport costs shall each be set out separately. If the repair or assembly is carried out based on a binding quotation, a reference to the quotation shall be sufficient, whereby only deviations in the scope of service must be set out separately.

Invoices shall be paid without deduction within 10 working days of receipt of the corresponding invoice from MAXIMATOR by the customer.

Any correction to the invoice by MAXIMATOR and any complaint of the customer must be made in writing no later than four weeks after receipt of the invoice by the customer.

VI. Repair and Assembly Prices

The following rates shall be charged for the travel to and from the venue using a vehicle:

Car:	EUR 0.85/km
Truck:	EUR 1.55/km

Wage costs, which also include travel, transit and waiting times will be quoted accordingly on request.

Overtime or special surcharges are accrued as follows:

Overtime over 8 h up to and including the 10th h:	25 %
Overtime over 10 h and on Saturdays:	50 %
Work on Sundays:	70 %

In the event of overnight stays during the duration of assembly work, the accommodation costs shall be charged to actual expenditure.

For each calendar day of absence of the MAXIMATOR staff release rates will be considered accordingly.

Costs for rail, taxi and air travel as well as for the procurement of travel documents incurred by MAXIMATOR shall be charged according to actual expenditure.

VII. Warranty for Defects

Insofar as purchase contract law or work contract law is applicable to the repair or assembly services, the conditions set out below in Section VII No. 2 – 6 shall apply to defects.

Should a defect become apparent during the inspection or later, MAXIMATOR must be notified of this immediately in writing. This notification is deemed immediate if it is made within two weeks; whereby the dispatch of the notification in time shall be deemed sufficient to meet the deadline. Should the customer fail to carry out the

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- proper inspection and/or the notification of defects, claims for defects shall be excluded for the non-notified defect.
3. In case of a defect for which MAXIMATOR is responsible, MAXIMATOR is entitled, at MAXIMATOR's discretion, to rectify the defect or to make replacement delivery. Should the rectification of the defect or the replacement delivery fail, the customer shall be entitled, at his choice, to withdraw from the contract or to demand a corresponding reduction in the payment.
 4. Claims for defects by the customer are excluded in any case if and to the extent that the damage is caused by unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent treatment and/or maintenance, unsuitable equipment, unsuitable replacement materials, defective construction work, unsuitable building substrate, chemical, electrochemical or electrical influences, if and to the extent the aforementioned circumstances are not attributable to the fault of MAXIMATOR.
 5. Claims by the customer for compensation for damages or reimbursement of futile expenditure shall only exist in accordance with Section VIII and are otherwise excluded.
 6. Claims for defects shall expire within one (1) year from acceptance in case of work contracts and in case of purchase contracts within one (1) year from delivery of the purchase good or completion of the repair or assembly services in accordance with the contract. The statutory limitation periods for claims for defects shall apply in the case of intentional or fraudulent conduct, in the case of claims under the Product Liability Law and in the case of injury to life, body or health due to defects.

VIII. Liability

1. MAXIMATOR is liable without limitation for damages arising from injury to life, body or health culpably caused by MAXIMATOR, a legal representative or vicarious agent of MAXIMATOR, or for damages caused by the absence of a quality guaranteed by MAXIMATOR, or in the event of fraudulent conduct on the part of MAXIMATOR.
2. MAXIMATOR is liable without limitation for damages caused by MAXIMATOR, a legal representative or vicarious agent of MAXIMATOR intentionally or through gross negligence.
3. In the event of a slightly negligent breach of material contractual obligations culpably caused by MAXIMATOR, a legal representative or vicarious agent of MAXIMATOR, MAXIMATOR's liability is limited to the amount of the foreseeable damage typical for the contract, except in the cases set out in Section VIII No. 1 or Section VIII No. 4. In the abstract, material contractual obligations are such obligations whose fulfilment is required for the proper performance of a contract in the first place and upon whose observance the parties may regularly rely on.
4. Liability under the Product Liability Law remains unaffected.
5. In all other respects, the liability of MAXIMATOR is excluded.
6. The limitation period for damage compensation claims against MAXIMATOR is one (1) year, except in the cases of Section VIII No. 1, Section VIII No. 2 or Section VIII No. 4.

IX. Reservation of Title

1. MAXIMATOR shall retain ownership of all accessories, spare parts and replacement units used until receipt of all payments from the assembly or repair contract. Further security agreements can be made.
2. As a result of its claim from the repair or assembly contract, MAXIMATOR is entitled to a right of lien on the customer's assembly or the repair objects which have come to his possession on the basis of the contract. The right of lien can also be asserted due to claims from work carried out earlier, deliveries of spare parts and other services, as long as these are connected to the repair or assembly object. The right of lien shall only apply for other claims from the business relationship if these are undisputed or legally binding.

X. Miscellaneous

1. The place of jurisdiction for all conflicts in connection with the repair or assembly contract is, at the discretion of MAXIMATOR, Mühlhausen or the registered office of the customer, and for actions brought by the customer exclusively Mühlhausen. This shall not affect statutory regulations regarding exclusive jurisdictions.
2. The place of business of MAXIMATOR is the place of performance unless otherwise agreed.
3. German law shall apply with the exception of the provisions of international private law, unless otherwise agreed. The UN CISG and other, including future, intranational or international agreements shall not apply, even after their adoption into German law.

Legally relevant declarations and notifications which must be made by the customer to MAXIMATOR after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing in order to be effective.

Offsetting with counterclaims by the customer or the retention of payments due to such claims is only permissible insofar as the counterclaims are found to be undisputed or legally binding.

The customer is not entitled to assign claims against MAXIMATOR arising from the repair or assembly contract to third parties without the written consent of MAXIMATOR.

Transactions with legal entities under public law and special funds under public law shall be treated in the same way as transactions with legal entities.