General Terms and Conditions for Customers

I.
Scope of application

1. Our terms and conditions apply to every contract between the in-tech GmbH and its affiliated companies within the meaning of § 15 AktG [German Stock Cooperation Act] and exclusively regarding businesses/business representatives according to § 14 BGB [German Civil Code] and the entities mentioned under § 310 Abs. 1 BGB.

2. In the absence of further individual agreements, the following conditions exclusively apply to our services. Deviating or additional conditions of the contracting party are not binding to us, even if we do not expressly object to them. They require our confirmation in the agreed form and are only binding for the respective individual contract.

3. Only individually negotiated agreements in written form in accordance with § 126 BGB (meaning personally signed by our authorized representatives) take precedence over these conditions, if they contradict or supplement these conditions. Agreements in text or electronic form in accordance with § 126a or § 126b BGB, only take precedence over these conditions in this manner, if we have expressly agreed to their implementation in this form. Otherwise, the requirement of written form remains in effect. The commencement of order execution does not constitute implicit consent. The same applies to exceptional execution based solely on oral agreements in individual cases, especially if they do not establish a claim for the future

4. The subject matter of performance is the execution of work, work deliveries, and services of all kinds, as further defined in our offer, which we hereinafter refer to as "Services."

II.
Conclusion of Contract/Subject Matter of Contract

1. Our offers are non-binding.

2. The order, as well as any additions and changes to an order, are only accepted when we have confirmed them in the previously agreed-upon form. The execution of the service, or in the case of invoicing in advance, the receipt of the invoice, shall be considered confirmation.

3. Our services are provided in accordance with the order documents. The client is responsible for independently verifying their order and all contract documents for completeness, accuracy, and suitability for the intended purpose.

4. We only accept documents provided by the client as attachments and therefore as part of the contract documents if they are explicitly referenced in the order document. Only these documents in addition to our offer, constitute a binding basis for the contract. Subsequent changes will only become part of the contract if the client expressly requests the changes, and we expressly confirm them in writing. We reserve the right to make changes to the design, choice of materials, specifications, and construction, even after sending an order confirmation, provided that these changes do not contradict the order confirmation or the contracting party's specifications.

5. The scope of the software used is limited to the product description and documentation provided by the manufacturer.

6. Obvious errors, printing, calculation, or typographical errors, as well as obvious and glaring calculation errors, are not binding on us.

7. Oral agreements, additions, and changes to the contract require our written confirmation.

III.
Obligations of the Contracting Party

1. The client must provide the materials/parts to be processed/know-how that are to be supplied by them, as well as any necessary information by the agreed-upon deadline. Technical documentation required for processing must be provided by the contracting party in a timely manner before processing.

2. The client is responsible for ensuring that the components and information they provide are suitable for executing the order without defects. If the components do have defects, we are not liable for resulting deficiencies. The client bears the additional processing costs and costs for steps that have become unusable as a result. If, for reasons not attributable to us, the components and information provided by the contracting party become unusable during processing, we may demand payment for the portion of the performance already provided and expenses not included in the compensation.

3. Paragraph 2 also applies if we are unable to fulfill our performance in a timely manner due to a delay attributable to the client. We are not liable for damages due to delays or consequential damages in this regard.

4. The client is responsible for independently reviewing their documents, including technical specifications and other requirements for our services, as well as the suitability of the

components and information provided for the specified performance. We are not obligated to conduct a separate review.

5. If we require access to the client's facilities, software, hardware, databases, expert personnel, or other resources, including any remote access, for the execution of the contractual performance, the client guarantees their trouble-free, uninterrupted, freeof-charge, timely, and legally compliant provision. The same applies to all other necessary information.

6. In particular, the client guarantees the comprehensive and timely fulfillment of their cooperation obligations.

7. If we require access to the client's facilities and receive it, the security and transmission of data are the client's responsibility. These must comply with the state of the art.

8. The client consents to the data protection-compliant storage and processing of data obtained for the execution of the order.

9. If the contracting party does not fulfill the aforementioned cooperation obligations or does so untimely, and as a result, we are unable to fulfill our obligations, we are released from our obligation to perform to that extent. This also applies if we are prevented from providing the performance, due to legal reasons falling within the client's responsibility.

10. If delays or additional efforts arise as a result, we may, without prejudice to other statutory claims, demand changes to the agreed-upon time windows/schedule and the agreed-upon prices. This particularly applies if the client's information is found to be unusable. We are not obligated to verify this, unless expressly agreed upon in writing and priced.

11. We may set a reasonable grace period for the fulfillment of the cooperation obligations still to be completed. After the expiration of this period, we are entitled to terminate the contract without notice. This right is at our discretion.

IV.
Prices/Payment Terms

1. Our prices are based on the offer accepted by the client. Items for materials and consumption or the cost of other resources and tools (e.g., for order-related travel, acquisition of additional licenses, additional meal expenses, room costs for project outsourcing, special measuring equipment, etc.) may be invoiced upon verification, even if not expressly agreed upon. This applies particularly when the expenses are attributable to the non-fulfillment or delay in the client's obligation to cooperate.

2. Subsequent changes and additions to the offer may be compensated for in accordance with the applicable type of fee from paragraph 1, even without adhering to written form requirements.

3. For work and work delivery contracts, prices are net prices ex works. Additional costs, especially transport, packaging, and insurance costs, are not included.

4. Agreed prices are calculated based on the material and material prices, wage rates, as well as statutory and collective social benefits applicable on the day of contract conclusion. If these price factors increase by the time of contract fulfillment, we are entitled to a reasonable price adjustment. In any case, we are entitled to price increases if the client requests our service later than four months after contract conclusion or for reasons attributable to the client's actions.

5. Our claims are due for payment as "net price" (without deduction) within 15 days from the invoice date, unless we have made individual agreements with the client regarding payment terms and discounts.

6. Acceptance of bills of exchange and checks is always done for payment purposes only, with all costs and charges calculated, and without guarantee of timely presentation and protest.

7. The client is only entitled to set-off if the counterclaim is undisputed or has been legally established.

8. The exercise of retention and refusal to perform rights by the client is subject to the legal provisions of §§ 273, 320 BGB, with the provision that the underlying counterclaim for the refusal to perform is undisputed, legally binding or ready for the decision process.

9. If the client is in default with payment under a contract with us for more than 15 days, has suspended payment, or it is evident after contract conclusion that our claim is at risk due to the client's lack of performance, all our claims from all contracts become immediately due for payment. Deferment and other delays of payment, including the acceptance of drafts, end with immediate effect. If our contract performance is still pending, we may demand advance payment or security.

10. Our obligation to perform is suspended as long as the client is in material default with the fulfillment of an obligation or requests renegotiations or changes.

11. Invoicing takes place no later than upon acceptance of the service or the occurrence of a deemed acceptance.

V.
Procedures During the Performance Period

1. Performance times, when agreed upon as non-binding, are approximate. Deadline days are always business days; Saturdays, Sundays, and holidays are not considered business days. Agreed-upon deadlines commence upon contract conclusion. Deadlines and changes to deadlines do not start until the client has provided all the information and access required for performance or has fully received an agreed-upon prepayment.

2. The submission of individual orders occurs exclusively through the predefined, orderspecific interface (bridgehead). This bridgehead also serves as the transfer point for intermediate and performance results to the client, as well as for any communication necessary for the execution of the order.

3. The client guarantees compliance with these procedures and assures that all agents and assistants employed by the client to assist in tasks to be performed by us are properly instructed, monitored, and supervised. This applies regardless of whether these are salaried employees, third-party personnel, or other contractors of the client.

4. Should the client or the client's agents repeatedly violate the procedures outlined in paragraphs 1 to 4, the client is fully liable for any resulting damage. Furthermore, after a single, unsuccessful request with a reasonable deadline for compliance, we are entitled to terminate the contract with immediate effect. The client must compensate us for any damages resulting from the termination, including any lost profits.

5. If our own personnel resources are insufficient, we are entitled to engage subcontractors to assist us, who are also subject exclusively to our control and instructions. The same applies if our analyses conclude that the agreed-upon performance result can only be ensured with structural and local changes, schedule adjustments, changes in qualification mix, and other similar measures. Any additional costs incurred for this will be borne by the client in the event of a breach of cooperation obligations under Section III.

6. We are considered to be in default, if at all attributable to us, only after receiving written notice from the client, which is given after the obligation becomes due.

7. As long as we are prevented from performing due to force majeure, legal labor strikes, government prohibitions, or other unforeseen circumstances beyond our control within our company or a company involved in the provision of services, we may extend the performance deadline reasonably. If this condition persists for more than four months, either party is entitled to terminate the contract with immediate effect.

8. To the extent reasonable for the client, we are entitled to partial or early performance before the end of the performance period.

9. If shipping or acceptance of the product is delayed for reasons attributable to the client, the client will be charged for costs incurred due to the delay, starting one month after notification of readiness for shipping or acceptance.

VI.
Ownership and Copyright Protection

1. When executing an order, we use our own resources of tangible (e.g., documentation, protocols, plans, etc.) and intangible (source code of auxiliary programs, intermediate results, etc.) nature. Regardless of whether these are previously specified or specifiable, or whether they are provided to the client during or as a result of the order, the transfer of ownership, copyright, and usage rights outlined under VI. below apply:

2. A transfer of rights to the resources mentioned in paragraph 1. only occurs by explicit written agreement with the client. A transfer of rights by operation of law is not affected by this.

3. If a transfer of rights occurs according to paragraph 2, we retain ownership until full payment of all current and future claims arising from the entire business relationship, including all ancillary claims and until the redemption of any bills of exchange and checks presented. In the case of ongoing accounts, the reservation serves as security for the balance.

4. In the event of a transfer of rights according to paragraph 2, we retain the unrestricted right to reproduce and use the resources for internal and external purposes of any kind (especially economic and promotional). The use also includes the granting of rights to third parties.

5. In principle, we are the exclusive owner of all property, usage, and other rights to all results (including all inventions, know-how, reports of tests, studies, developments, proposals, ideas, designs, suggestions, patterns, models, templates, etc.) that we achieve in the context of an existing contractual relationship with us, unless otherwise expressly agreed upon in writing or required by law. The rights to the source code and documentation are never transferable.

6. Only in the case of custom software, the following applies:

   a) We are also the author of custom software created for the client. The client receives the exclusive and irrevocable right to use the project-specific custom software, provided this was agreed upon in writing. In the absence of a separate agreement, there is no exclusive right by default. The client is free to dispose of this custom software legally, for example, by transferring or granting licenses for use. To ensure proper transfer of usage rights, we will take all necessary actions and provide all necessary information to the

client.

b) If, while creating custom software, we use components (frameworks, APIs, etc.) or know-how that we have already created, the client is granted a non-exclusive, temporal, spatial, but unlimited (co-)usage right, as far as necessary.

c) If third-party software, external libraries, open-source tools, or similar are used in the course of creating custom software, the client agrees to comply with and adhere to the usage/license conditions relevant for use and to pay any required usage and/or license fees.

d) In the case of custom software, the client is entitled to assert any inventions, patents, or similar rights arising from the custom software created by our services. If these are attributable to results/actions of our employees, we undertake to assert these under the provisions of the Employee Invention Act (ArbNErfG) and to transfer the rights to the client without delay. If we are aware of such invention reports, patents, etc. from our own employees, we will promptly inform the client. If an employee asserts claims under the ArbNErfG or other financial compensation claims against us, the client undertakes to indemnify us from justified claims of the employee. If the results/actions leading to inventions, patents, or similar rights are based on activities of subcontractors or other contractors of ours, the client must contact them directly. We may assist with the contact if data protection and any confidentiality agreements allow for it.

e) For custom software, we undertake to provide the client with parts of the software that were not created by the client but were integrated into the software in higher-level code rather than in source code. The client holds all the agreed-upon rights to the software, but does not have the right to modify it. Source code is not transferable, even for custom software.

VII.
Warranty

1. A claim for warranty exists only for work and work delivery services, but not for services. For work and work delivery services, the following applies:

a) Our service is free from defects if it complies with the order documents to the extent confirmed by us. The content of the order is only relevant insofar as it corresponds to the content of the order confirmation. It is also considered free from defects if it falls below this level but still corresponds to the current and maximum state of technology at the time of performance. In any case, the service is free from defects if the process tested by us is uninterrupted and error-free at the time of acceptance.

b) We do not provide a general guarantee for the quality or usability of the product or for the product's ability to maintain its quality for a certain duration.

c) The warranty period begins with the acceptance of the respective performance milestone. If performance deficits are still present after the first acceptance by the client, the warranty begins with the acceptance of the rework. If the client does not respond within two weeks after receiving the work or rework protocol, acceptance is deemed to have occurred at the end of this period.

d) We are entitled to make technical improvements and modifications, even after acceptance, until the end of the warranty period, if this is reasonable considering the client's interests.

e) Only hidden defects that could not have been discovered at the time of delivery/acceptance are subject to warranty. These must be reported immediately upon discovery. The risk of accidental loss passes to the client upon acceptance. Obvious defects must be reported in writing immediately after delivery/acceptance.

f) The client provides us with the opportunity to examine defect notices. If the defect notice is found to be unsubstantiated, the client is obligated to reimburse us for the expenses incurred for the examination.

g) Claims for defects in the product expire one year after delivery/acceptance of the service, unless the defect was caused by intentional conduct on our part or an exceptional guarantee has been provided.

VIII.
Liability and Indemnification/Transfer of Risk

1. For our contractual liability for a defect, Section VII applies.

2. For our non-contractual liability and other claims of the client that do not fall under our contractual liability as per Section VII, the following applies:

   a) Our liability for damages to the client´s life, body, or health caused by our negligence, our legal representatives, or our agents is not limited.

   b) Our liability for other damages due to slight negligence in the breach of non essential contractual obligations is excluded. In the event of slight negligence in the breach of cardinal obligations – also by our legal representatives and agents – our liability is limited to the foreseeable damage typical of the contract.

   c) In cases of slight negligence, we are not liable for indirect or consequential damages,

even if we had to consider the possibility of such damages based on the information available to us during contract execution.

3. Any liability beyond what is provided above is excluded. This includes claims for damages arising from culpa in contrahendo, other breaches of duty, or tortious claims, unless an exclusion of liability is not possible or only partially possible due to mandatory legal provisions and the applicable law at the time of assessment.

4. The exclusion of liability also covers any expenses incurred, regardless of whether they are in vain or not.

5. The customer shall release us from all liability toward third parties upon initial request. This shall apply in any case if and to the extent that it has not been legally determined that the violation of third-party rights is our fault, with consideration for the above liability exclusion.

6. In the case of goods delivery, the following applies regarding the transfer of risk:

    a) The risk passes to the client upon dispatch, even in the case of partial deliveries, even if we carry out the delivery or assume the shipping costs.

    b) If the shipment is delayed due to circumstances for which the client is responsible, the risk passes to the client from the day of readiness for shipment. In this case, we are entitled to store the product at the client's expense and risk at our discretion and to demand payment of the agreed price.

    c) All shipments, including any returns, are made at the client's risk. In the absence of written instructions from the client, the shipping method, route, and packaging will be chosen at our discretion. We only provide insurance upon request and in the name and at the expense of the client.

IX.
Adjustment and Termination in Continuous Obligations

1. Both contracting parties may terminate a contract, except for our termination rights stated in these terms, with immediate effect in writing (§ 126 BGB), if the other party is unable to remedy the cause for termination after being given a reasonable grace period, taking into account all circumstances of the individual case and a balance of the interests of both parties makes it unreasonable to continue the contractual relationship until the agreed termination date or the expiration of a notice period.

2. If circumstances that have become the basis of the contract change significantly after the contract has been concluded, and the parties would not have entered into the contract or

would have entered into it with different terms had they foreseen this change, the contract may be adjusted to the extent that one party cannot reasonably be expected, considering all circumstances of the individual case, including contractual or statutory risk allocation, to adhere to the unchanged contract.

3. A change in circumstances is equivalent to when essential assumptions that have become the basis of the contract turn out to be incorrect.

4. If an adjustment of the contract is not possible or unreasonable for one party, the disadvantaged party can terminate the contract in writing (§ 126 BGB) with a notice period of three months to the end of the month unless there is already a reason for immediate termination as per Clause 1. We may find the adjustment and continued performance of the contract particularly unreasonable if executing orders abroad poses a risk to our employees.

5. In particular, the unilateral request by the client for a price reduction does not automatically constitute a ground for adjustment, even if it is based on a change in the framework conditions or a lower-priced offer from a competitor. The conditions for adjustment must also be examined in this case based on the criteria of § 313 BGB.

X.
Confidentiality Obligations

The client undertakes to observe the confidentiality and loyalty obligations individually agreed upon with us. The binding contents signed in this regard must be fully adhered to. In any case, all documents and information received from us must be kept strictly confidential and may only be disclosed to third parties with our explicit consent. Data protection regulations must be fully complied with.

XI.
Retention of Title/Commercial Pledge

1. We retain ownership of our products until full payment of all current and future claims arising from the entire business relationship, including all ancillary claims, and until the redemption of bills of exchange and checks submitted. In the case of an open account, the reserved ownership serves as security for the balance claim.

2. Processing of our products by the client is carried out on our behalf, free of charge and without obligation on our part. When processing, combining, or mixing our products with other products, we acquire co-ownership of the resulting new items in proportion to the invoice value of our products compared to the other products at the time of processing, combining, or mixing. The co-ownership arising thereafter is considered reserved goods within the meaning of Clause 1. If our ownership is extinguished through combination or mixing, the client hereby transfers to us the ownership rights to the new product to the

extent of the invoice value of our products and holds them free of charge for us. The co-ownership arising thereafter is considered reserved goods within the meaning of Clause 1.

3. The client is permitted to resell products in our ownership or co-ownership as part of its ordinary course of business. The client hereby assigns to us all claims against its buyers arising from the resale. If we have only co-ownership of the products sold, the client assigns the claim in accordance with our co-ownership share. We accept the assignment. The client remains authorized to collect the assigned claims on our behalf.

4. Extraordinary dispositions, such as pledging or transferring security, are not permitted. Third-party access to our reserved goods or a claim assigned to us, including attachments, must be promptly reported to us by the client. Costs for necessary interventions are borne by the client.

5. In the event of the client's contractual breach, particularly in case of payment default, we can demand the return of the products in our ownership. We are authorized to reclaim them ourselves. To this end, the client grants us irrevocable access to its business premises. Upon asserting the retention of title, the authorization under Clause 3 above expires. The assertion of the retention of title and our attachment are not considered a withdrawal from the contract. Upon request, the client must immediately provide us with a statement of the assigned claims, specifying the buyer's address and the amount of the claim, in accordance with the provisions of Clause 3. Furthermore, upon our request, the client is obligated to inform the third-party debtor of the assignment and provide us with the necessary information and documents to enforce our rights.

6. If the client submits items to us for processing, we have a statutory entrepreneur's lien on these items. The client also grants us a contractual lien to secure all claims arising from the business relationship.

7. We undertake to release reserved goods and claims assigned according to Clause 3 upon the client's request, with reservation of selection, to the extent that the security value of the reserved goods or the assigned claims exceeds our claim. The security value corresponds to the purchase price/remuneration, minus 20% for recycling losses and costs. Release is carried out by transfer or reassignment.

8. We reserve all ownership and copyright rights to documents provided by us to the client. Before passing them on to third parties, the client requires our express written consent. The client must keep all documents and information from the business relationship confidential when we label them as confidential or if there is a visible interest in confidentiality. The client is responsible for exercising the same care as in its own matters when making this judgment.

XII.
Jurisdiction/Applicable Law/Final Provisions

1. Oral agreements, supplements, and amendments to the contract require our written confirmation.

2. Our Code of Conduct for Contractual Partners also forms part of the contractual relationship with the client (accessible at https://www.in-tech.com/agb).

3. In commercial transactions, Munich/Garching is agreed upon as the place of jurisdiction. This also applies in cases where the client has no domestic general place of jurisdiction, has moved its domicile or habitual residence abroad after the contract has been concluded, or where neither the domicile nor the habitual residence of the client is known at the time. We are also entitled to sue at the client's place of business or at another location of companies within our group. Mandatory legal provisions, especially regarding exclusive jurisdictions, remain unaffected.

4. Exclusive application of German law is agreed upon. In case of discrepancies between various versions of the contract, the German version prevails.

5. The handling of the business relationship is supported by data processing. The data of the client required for contract processing, especially names, addresses, and bank details, are stored and processed for our own purposes. The client agrees to this when issuing the order.

6. The client undertakes to provide us with all legally necessary declarations and, if necessary, to make the necessary agreements, such as an agreement on contract data processing (ADV).

7. If one of these provisions is or becomes ineffective, the effectiveness of the remaining provisions shall not be affected. In the event of the ineffectiveness of one or more provisions, the parties are obligated to agree on a provision that is economically and legally as close as possible to the ineffective provision. effect of the invalid provision.

in-tech GmbH
Parkring 32

85748 München/Garching

Ausgabe 04/2025