

## **Special Terms and Conditions for MOST Compliance Tests**

### **I.**

#### **Scope of application/defense clause**

1. The following Special Terms and Conditions apply to the provision of MOST Compliance Tests by the in-tech GmbH.
2. These Special Terms and Conditions supplement the General Terms and Conditions for Customers ("GTC") as amended from time to time. The GTC shall apply, including the definitions contained therein, unless these Special Terms and Conditions contain separate or deviating provisions.

### **II.**

#### **Subject matter of the contract**

1. Our offers are subject to change.
2. The order as well as any additions and amendments to an order shall only be considered accepted by us, once we have confirmed them in the previously agreed form.
3. Our services will be provided and executed in accordance with the order documents as well as with the guidelines defined by the MOST Cooperation and known to the customer (MOST Compliance Requirements).

### **III.**

#### **Prices/payment terms**

1. The fee for in-tech's services will be agreed upon in the order documents, it can be a fixed price or dependent on the time spent on the service.
2. Invoicing will take place after completion of the service. The claim is due upon receipt of the invoice and is to be paid without deductions within 30 days.
3. in-tech is entitled to refuse to hand over the tested device and forward the documents to the MOST Cooperation until the invoice has been paid in full.

#### **IV.**

##### **Procedures During the Performance Period**

1. Upon conclusion of the contract and receipt of the device to be tested by in-tech, in-tech will promptly commence the necessary and required procedures for the respective test series.
2. Performance times, if agreed upon as non-binding, are only approximate. Exceeding these times does not give rise to any claims for compensation against in-tech.
3. in-tech conducts the tests based on the specifications defined by the MOST Cooperation (MOST Compliance Requirements). The obligation is solely for the proper execution of the test, not for a specific test result. in-tech has no influence on the test result and therefore assumes no guarantee or warranty in this regard.
4. The test result does not constitute proof of the device's error-free status but solely confirms compliance with the required specifications.
5. The test result does not impose any liability on in-tech (MOST Compliance Requirements).
6. In the event of a negative test result for the customer, data subsequently obtained through other means cannot lead to amendments.
7. In this case, the customer is free to rectify the functions of their device and request a retest under the same conditions.
8. In these instances, in-tech is not liable under any circumstances for any consequential damages that may arise for the customer from contractual obligations with third parties.

#### **V.**

##### **Customer's Obligations**

1. The customer is responsible for providing, with accuracy and completeness, all information, work documents, and tools required by in-tech for the performance of the services.
2. The customer is liable for the legality of the use of the provided device and any materials.
3. Upon completion of the test, the customer will promptly reclaim their device unless in-tech asserts rights pursuant to Section III.3.

## **VII.**

### **Liability and Indemnification**

1. For our non-contractual liability and other claims of the client not covered by our contractual liability under Section VII, the following applies:
  - a) Our liability for damages to the client's life, body, and health culpably caused by us, our legal representatives, or agents is not limited.
  - b) Our liability for other damages due to the slight negligent violation of non-essential contractual obligations is excluded. In the case of the slight negligent violation of cardinal obligations, even by our legal representatives and agents, our liability is limited to the foreseeable damage typical for the contract.
  - c) Even in cases of slight negligence, we are not liable for purely indirect or consequential damages, even if we had to consider the possibility of such damages based on the information available to us during the execution of the contract.
2. Any further liability beyond the provisions above is excluded. This applies in particular to claims for damages arising from fault in the conclusion of the contract, other breaches of duty, or tort claims, unless an exclusion of liability is not possible or only partially possible due to compelling statutory provisions and the law applicable at the time of assessment.
3. The exclusion of liability also includes incurred expenses, regardless of whether they are in vain or not.
4. The client indemnifies us against any liability to third parties upon first request. This applies in any case unless and until it is conclusively determined that the infringement of third-party rights is attributable to our fault, taking into account the above exclusion of liability.

## **VIII.**

### **Confidentiality Obligations**

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

## **IX.**

### **Data Protection**

1. In-tech will store, process, or evaluate data received about the customer in connection with the business relationship in accordance with the provisions of the Federal Data Protection Act and the EU General Data Protection Regulation.
2. The customer's email address will be used solely for inquiries or informational letters related to the assigned task. Beyond the content of this, additional communications will be sent via email only if the customer wishes.
3. In no case will in-tech be liable if unauthorized third parties gain knowledge of the content of an email despite correct transmission.

## **X.**

### **Jurisdiction/Applicable Law/Final Provisions**

1. Oral agreements, supplements, and amendments to the contract require our written confirmation.
2. Our Code of Conduct for business partners (available at <https://www.in-tech.com/agb>) is also an integral part of the contractual relationship with the client.
3. In commercial transactions, Munich/Garching is agreed upon as the place of jurisdiction, also in cases where the client has no domestic general place of jurisdiction, has moved their domicile or habitual residence abroad after contract conclusion, or at the time neither the client's domicile nor habitual residence is known. We are entitled to bring legal action at the client's place of business or at another location of companies belonging to our group.
4. The exclusive application of German law is agreed upon. In the case of divergent contractual documents, the German version shall prevail.
5. The business relationship is supported by data processing. Data required for contract processing, including the client's name, address, and account information, are stored and processed for our own purposes. The client agrees to this by issuing the order.
6. The client undertakes to provide us with all legally necessary statements or, if necessary, to make the required agreements, such as an agreement on order data processing (AVV).
7. If any of these provisions are or become 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 obliged to agree on an economically and legally equivalent provision.

**in-tech GmbH**

Parkring 32

85748 München/Garching

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