General Terms and Conditions (GTC)

Version 08-2026

§1 Scope and subject matter of the contract

(1) All deliveries, services and offers of the company (hereinafter called "contractor") take place exclusively on the basis of these general terms and conditions (hereinafter called "terms and conditions"). These are an integral part of all contracts that the contractor concludes with its contractual partners (hereinafter called "client") for the deliveries or services it offers. They shall also apply to all future deliveries, services or offers to the client, even if they are not separately agreed again.

(2) Terms and conditions of the client or third parties shall not apply, even if the contractor does not expressly object to their validity in individual cases. Even if reference is made to the terms and conditions of the client or third party in ongoing correspondence, this shall not constitute agreement with the validity of those terms and conditions.

§2 Offer and conclusion of contract

(1) All offers made by the contractor are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period; a contract shall only come into effect when an order or commission that is placed is confirmed by the contractor. The contractor may accept orders or commissions within three weeks of receipt. The client shall be bound to its orders or commissions during this period. Cost estimates shall be provided without guarantee. If the contract is based on a cost estimate, the contractor shall not be liable for the accuracy of the cost estimate unless otherwise agreed. Budget, reference or estimated prices are also cost estimates in this sense.

(2) The contract shall be concluded by the mutual signature of the client and the contractor on the contract document, unless the contractor or both contractual partners agree to waive the signature requirement.

(3) The contract shall be subject to the condition precedent that the necessary structural requirements and official approvals for structural measures have been obtained.

(4) The legal relationship between the contractor and the client shall be governed solely by the contract concluded in writing, including these terms and conditions. The contract fully reflects all agreements between the contracting parties on the subject matter of the contract. Any verbal promises made by the contractor prior to the conclusion of this contract shall not be legally binding and any verbal agreements between the contracting parties shall be replaced by the written contract, unless expressly stated in each case that they shall continue to be binding.

(5) Additions and amendments to the agreements made, including these terms and conditions, shall be made in writing to be effective. This shall also apply to the amendment of this written form requirement. With the exception of managing directors, the contractor's employees shall not be authorised to make verbal agreements that deviate from the written agreement. To fulfil the written form requirement, telecommunication, in particular by fax or email, is sufficient provided that a copy of the signed declaration is transmitted.

(6) The contractor’s specifications of the object of delivery or service (e.g., dimensions, utility values, load capacity, tolerances and technical data) as well as representations thereof (e.g., drawings and illustrations) are only approximate, unless their use for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that result from legal regulations or that represent technical improvements, as well as the replacement of components with equivalent parts, shall be permitted provided that they do not impair the usability for the contractually intended purpose. The client may not unilaterally modify the delivery or service to be supplied by the contractor.

§3 Rights and obligations of the contractor

(1) The contractor provides turnkey hydrogen production plants. Its services may include planning and project management, detailed engineering, procurement and manufacture of all necessary materials and components, installation, commissioning and training, as well as maintenance of the plant. The exact subject matter and scope of the contract are set out in the offer and the order confirmation.

(2) The contractor shall only be responsible for certain performance values of the plant if this is explicitly stated in the offer and the order confirmation and insofar as the specifications regarding the quality of the raw materials as set out in the contractor's instructions and in particular in the technical documents, including the operating instructions, are complied with.

(3) The contractor shall be entitled to subcontract the planning, execution and delivery of the plant and all other services.

(4) Unless otherwise expressly agreed in writing in the contract, the deliveries or services shall comply with European laws and regulations and not with any deviating legal and technical specifications or factory standards of the client applicable at the place of use of the deliveries or services. Specific requirements applicable at the place of use, e.g., with regard to the permit for the construction and operation of the plant, shall only be observed if this is expressly agreed and the client provides the relevant information in full.

(5) Where materials and/or equipment are provided by the client, the contractor shall not be responsible for their suitability and/or operational readiness; this shall be the responsibility of the client.

§4 Obligations of the client to cooperate

(1) The client shall, at its own expense, provide the contractor with all information and documents required for the provision of the contractual services in good time and in full. The client shall fulfil all its contractual obligations to cooperate in good time and in full at its own expense.

(2) The client shall ensure adequate access to the installation site and sufficient unloading space, and create the structural conditions for installation work.

(3) In particular, the client shall provide and obtain space, building structure and permits. It shall determine an appropriate location for the plant.

(4) The client shall be obliged to provide electricity, water and lighting for the installation. It shall create the conditions for carrying out test runs.

(5) In particular, the client shall be responsible for providing operating personnel. The client shall maintain and inspect the plant in accordance with the original manufacturer's requirements, unless the services are covered by an appropriate maintenance contract with the contractor. The client shall also be responsible for ensuring that the media supply (e.g., electricity connection/output, water supply, Internet connection) meets the plant requirements. Individual parameters of the obligations to cooperate are specified in the respective contractual documents.

§5 Prices and payment

(1) The prices for the plant shall apply to the scope of service and delivery specified in the order confirmation. Additional or special services shall be charged separately. The prices are in EUR. They include free delivery to the place of use, including unloading, installation and packaging. Any other taxes, customs duties and fees applicable to the delivery and/or service, in particular inspection or testing fees required by the government or other third parties, shall not be included in the prices and shall be paid additionally to the contractor.

(2) If the delivery or service is to be made more than four months

after contract conclusion and no fixed price has been agreed, we shall reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries and services made four months after contract conclusion.
(3) Invoices shall be payable within thirty (30) days of invoicing without deduction, unless otherwise agreed in writing. The contractor shall invoice the client for each subsequent instalment in accordance with the schedule set out in the contractual documents. The date of receipt by the contractor shall be decisive to determine the date of payment. If the client is in default of payment, the contractor may charge interest in the amount of nine percentage points above the respective base interest rate; the right to claim higher interest and further damages in the event of default shall remain unaffected.
(4) Unless otherwise agreed, the client shall make payments as follows: 30% down payment upon receipt of the order confirmation, 15% against invoice upon delivery of the basic engineering documentation and order approval, 30% against invoice in the event of readiness for delivery and factory acceptance by the client, but no more than four (4) weeks after notification of readiness for delivery if the factory acceptance is delayed for reasons for which the contractor is not responsible, 15% after complete delivery and installation of the plant and acceptance before commissioning, however, a maximum of eight (8) weeks after notification of readiness for delivery if delivery and installation are delayed for reasons for which the contractor is not responsible, 10% after a successful trial run with proof of performance, training and handover of the complete documentation, however, a maximum of twelve (12) weeks after notification of readiness for delivery if the trial run with proof of performance is delayed for reasons for which the contractor is not responsible.
(5) Maintenance work and other services shall be invoiced at the current cost rates, which can be requested from the contractor, and are subject to an annual adjustment. Surcharges shall be levied for work outside normal working hours. Travel and waiting times shall count as working time. The contractor shall invoice the services on a quarterly basis.
(6) If the contractor provides auxiliary and operating equipment within the scope of maintenance work under the maintenance contract, the remuneration shall be based on the respective separate billing rates, which the client may take from the contractor's offer or which shall be communicated to the client on request.
(7) The offsetting of counterclaims by the client or withholding of payments due to such claims shall be permitted only if the counterclaims are undisputed, legally established or ready for decision or arise from the same order under which the delivery or service in question was carried out.
(8) The contractor shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, it becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the client and which jeopardise the payment of the contractor's outstanding claims by the client arising from the respective contractual relationship (including from other individual orders to which the same framework agreement applies). Such circumstances shall exist in particular if the client is in arrears with the payment of due claims.

§6 Service, delivery, delivery time or time of providing the service
(1) Deliveries shall be made ex works of the contractor.
(2) Deadlines and dates for deliveries and services promised by the contractor shall always only be approximate planning instruments, unless a fixed deadline or a fixed date has been expressly promised or agreed. Even if delivery and/or service dates are determined according to the calendar, they shall not be fixed dates. If no deadlines and/or dates for deliveries and services have been agreed, the contractor shall determine these at its reasonable discretion. Adherence to deadlines for deliveries or services shall be subject to the timely receipt of all documents, necessary permits and releases, in particular of plans, to be supplied by the client as well as the timely fulfilment of payment and other obligations and the clarification of all technical and commercial questions by the client. If these requirements are not met in good time, the deadlines shall be extended accordingly; this shall not apply if the contractor is responsible for the delay. The right to object to the non-performance of the contract shall remain reserved. In all other respects, the stated delivery dates and the start of the stated delivery times shall be subject to the timely and correct delivery to the contractor by third parties, in particular suppliers and other service providers.
(3) The contractor may - without prejudice to its rights arising from default on the part of the client or other rights - demand from the client an extension of the deadlines for delivery and service or a postponement of the dates for delivery and service by the period during which the client fails to meet its contractual obligations towards the contractor. Any claims for a further extension or postponement shall remain unaffected.
(4) The contractor shall not be liable for the impossibility of delivery and/or service or for delays in providing the delivery and/or service if these are caused by force majeure or other events unforeseeable at the time of contract conclusion (e.g., all kinds of operational disruptions, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, weather conditions that could not reasonably be foreseen at the time the offer was submitted, difficulties in obtaining the necessary official permits, official measures or the failure of suppliers or third parties providing services to deliver, or to deliver correctly or on time) for which the contractor is not responsible.
(5) If such events make it substantially more difficult for the contractor to provide a delivery or service, and if the hindrance is not merely temporary in nature, the contractor shall be entitled to withdraw from or terminate the contract. The contractor may then invoice the services performed in accordance with the contract prices and shall also be reimbursed for the costs which it has already incurred and which are included in the contract prices for the part of the delivery or service not performed. Claims for damages by the client shall be excluded in such cases.
(6) In the event of hindrances of a temporary nature, the deadlines for delivery or service shall be extended or the dates for delivery or service shall be postponed by the period of the hindrance plus a reasonable start-up period. If the client cannot reasonably be expected to accept the delivery or service as a result of the delay, it may terminate the contract by immediate written declaration to the contractor; the contractor may then invoice the services performed in accordance with the contract prices and shall also be reimbursed for the costs which it has already incurred and which are included in the contract prices for the part of the delivery or service not performed.
(7) The contractor shall only be entitled to provide partial deliveries or services if the partial delivery or service can be used by the client within the scope of the contractual purpose and if the client does not thereby incur any significant additional work or costs (unless the contractor agrees to bear these costs).
(8) If the contractor is in default and the client suffers damage as a result, the client shall be entitled to demand lump-sum compensation for the default. This compensation for default shall amount to 0.5% for each full week of delay from the time at which the claim is received in writing by the contractor but shall not exceed a total of 5% of the value of that part of the overall performance which cannot be used on time or in accordance with the contract as a result of the delay.

§7 Place of fulfilment, transfer of risk, acceptance
(1) Unless otherwise agreed, the place of performance for the contractor's deliveries and services and the client's payments shall be the contractor's head office. The place of performance for the installation shall be the place where the installation must take place.
(2) The type of transportation and packaging shall be decided at the contractor’s dutiful discretion.

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(3) The risk shall transfer to the client at the latest when the delivery item is handed over (the start of the loading process shall be decisive here) to the forwarding agent, carrier or other third party appointed to carry out the shipment.
(4) In the case of work services, the risk of accidental loss and accidental deterioration shall transfer to the client upon acceptance at the latest. Acceptance shall take place after completion. Acceptance shall be carried out immediately on the acceptance date, alternatively after the contractor's notification of acceptance readiness. If the client undertakes to transport the item from the place of manufacture to the place of use, the client shall bear the risk for the duration of the transport.
(5) The client shall be obliged to accept the work as soon as the client has been notified that the work has been completed and any contractually agreed performance test of the plant has taken place. The client may not refuse acceptance in the event of a minor defect. The plant shall be deemed to have passed the performance test even if minor deviations are found in the tested parameters. If acceptance is delayed or fails to take place as a result of circumstances for which the contractor is not responsible, the risk shall pass to the client from the date of notification of readiness for acceptance or readiness for the performance test. If the client does not refuse acceptance within twelve (12) working days of the notification of acceptance readiness, citing at least one significant defect, acceptance shall be deemed to have taken place.
(6) The provisions on the transfer of risk shall also apply if partial services are rendered or further services are to be rendered by the contractor.
(7) Storage costs after the transfer of risk shall be borne by the client. In the case of storage by the contractor, the storage costs shall amount to 1% of the net invoice amount for the delivery items to be stored per concluded week plus statutory value added tax. Both parties shall reserve the right to claim and prove additional or lower storage costs.
(8) The delivery items shall be insured by the contractor against theft, breakage, transport, fire and water damage and/or other insurable risks at the express request of the client and at the client's expense.
(9) If acceptance is to take place, the delivery or service shall be deemed to have been accepted if the delivery and installation or the provision of service, including a successful performance test, has been completed, the contractor has requested the client to accept the delivery or service, setting a reasonable deadline, and the client does not refuse acceptance within the set deadline citing at least one significant defect. Implied acceptance, in particular by commencing use of the delivery, shall remain unaffected by this. No formal acceptance shall be required here.
(10) Partial acceptances shall be permitted. In particular, the right to demand partial acceptance in accordance with §650s of the German Civil Code (BGB) shall remain unaffected. If the contractor has performed part of the services and there is a long delay or interruption in the performance of other services for reasons for which the contractor is not responsible, the contractor may also demand separate acceptance of the part of the services already performed.
(11) Upon acceptance following a successful performance test, the contractor's liability for identifiable defects shall cease, unless the client has reserved the right to claim a specific defect.
(12) Even if any of the contractor's services are provided at the client's premises, the contractor shall retain its right as the employer to issue instructions to its employees.

§8 Warranty, material defects

(1) The contractor shall guarantee that its deliveries and services comply with the recognised state of the art. Should the recognised state of the art change between contract conclusion and acceptance, the client shall reimburse the contractor for the additional costs incurred as a result, and the execution dates shall be postponed accordingly.
(2) The contractor shall only assume a guarantee (§443 of the BGB) if this is expressly stated in the contractual documents. Statements to the contrary made by the contractor or employees shall in no case constitute a guarantee.
(3) The limitation period for claims for defects ("warranty period") shall be one year from delivery or from acceptance if acceptance is required. This period shall not apply to claims for damages by the client arising from the breach of a guarantee, from injury to life, limb or health or from intentional or grossly negligent breaches of duty by the contractor or its vicarious agents or if the contractor provides services on a building or planning or monitoring services for a building, which shall in each case become statute-barred in accordance with the statutory provisions, unless the contracting parties have negotiated a different agreement.
(4) The delivery items shall be carefully inspected immediately after delivery to the client or to the third party designated by the client. Obvious defects or other defects which would have been discovered on immediate and careful inspection shall be deemed to have been accepted by the client unless the contractor receives a written notice of defects within seven (7) working days of delivery, citing the nature and extent of the defects. In the case of other defects, the delivery items shall be deemed to have been accepted by the client if the contractor does not receive a notice of defects within seven (7) working days of the time at which the defect became apparent; however, if the defect became apparent at an earlier time under normal use, this earlier time shall be decisive for determining the start of the notice period. At the contractor's request, a rejected delivery item shall be returned to the contractor carriage paid. In the event of a justified notice of defects, the contractor shall reimburse the costs of the cheapest shipping method; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.
(5) In the event of material defects in the delivery items or services, the contractor shall initially be obliged and entitled to remedy the defect or supply a replacement at its own discretion and within a reasonable period of time. The contractor shall retain ownership rights on parts replaced in the exchange process. As long as the contractor fulfils its obligations to remedy defects, the client shall not have the right to demand a reduction of the remuneration ("reduction") or rescission of the contract ("withdrawal") unless the subsequent performance has failed. Withdrawal shall be excluded if a construction service is the subject of liability for defects. Except in the cases referred to in §8 Para. 7 of these terms and conditions, the client shall not be entitled to remedy the defect itself and to claim compensation for the necessary expenses.
(6) Claims for defects shall not arise as a result of causes that are not attributable to the contractor's fault, for example: natural wear and tear, excessive strain, improper intervention or repair work by the client or third parties, incomplete or incorrect information provided by the client, unsuitable or improper use, incorrect operation, incorrect or negligent handling, improper maintenance by the client or third parties, use of unsuitable operating equipment/substitute materials, defective construction work, unsuitable building ground, harmful environmental conditions unknown to the contractor, chemical, electrochemical or electrical influences, modifications to the delivery made without the consent of the contractor.
(7) Furthermore, claims for defects shall not arise if the client connects the provided software to third-party software which is not compatible with the software, or if defects arise because the client operates the software incorrectly or does not use it in accordance with the contract. Claims for defects shall also not arise if the client does not use the required system configuration, in particular infrastructure, hardware, operating system and database.
(8) If a defect is due to the fault of the contractor, the client may only claim damages under the conditions specified in §9.
(9) If the review of a notice of defect reveals that there is no defect or that the contractor is not responsible for it, the client shall reim-

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burse the contractor for the costs of the review and, if a repair is carried out, also for the costs of the repair commensurate to the time spent and materials used by the contractor.
(10) The client shall grant the contractor the time and opportunity required for subsequent performance. If this opportunity is not granted, the contractor shall not be liable for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the contractor shall be notified immediately, shall the client be entitled to remedy the defect itself or have it remedied by third parties and to claim reimbursement of the necessary expenses from the contractor. The right of self-remedy shall not exist if the contractor would be entitled to refuse the relevant subsequent performance in accordance with the statutory provisions.
(11) In the event that the client is culpably responsible for the defects, in particular by failing to comply with its duty to avoid and minimise damage, the contractor shall be entitled, after subsequent performance, to compensation in the amount of the client's culpable responsibility for the defects.
(12) If a reasonable deadline set for the contractor for subsequent performance due to a defect expires without result, the client shall be entitled to withdraw from the contract, taking into account the statutory exceptions. If the defect is only insignificant, the client shall only be entitled to a reduction in the contract price. The right to reduce the contract price shall otherwise be excluded.
(13) If a third party asserts claims against the client on the basis of property rights and this constitutes a defect in the contractor's deliveries and/or services, the contractor shall, at its option and expense, modify or replace the delivery and/or service in such a way that the rights of third parties are no longer infringed, but the delivery and/or service continues to fulfil the contractually agreed function, or procure the right of use for the client by concluding a licence agreement with the third party. Only if the contractor fails to do so within a reasonable period of time shall the client be entitled to any further rights after the contractor has been given a corresponding deadline in writing to no avail; any claims for damages shall only be subject to the restrictions of §10. Within the time limits, the contractor shall indemnify the client against undisputed or legally established claims of the respective owners of the property rights.
(14) Subject to §10 (Liability), these obligations shall be conclusive in the event of a property right or copyright infringement.
(15) A claim for subsequent performance due to property right or copyright infringement shall only exist if the client notifies the contractor immediately in writing, stating and describing the asserted property right or copyright infringements, if the client supports the contractor to a reasonable extent in the defence against the asserted claims or enables the contractor to carry out the modification measures in accordance with §8 Para. 10 of these provisions, if the contractor reserves the right to take all defensive measures including out-of-court settlements, if the property right or copyright infringement is not based on an instruction or specification of the client, if the property right or copyright infringement was not caused by the fact that the client modified the delivery without authorization or used it in a manner not in accordance with the contract. Costs incurred by the contractor in these cases for any measures pursuant to §8 Para. 10 shall be reimbursed by the client.
(16) If the client ceases to use the delivery item in order to minimise damage or for other reasons, the client shall be obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
(17) In the event of defects of title that do not constitute an infringement of property rights, the provisions of this §9 shall apply accordingly.
(18) All other claims for defects (in particular for compensation for damage that has not occurred to the delivery itself) shall be determined exclusively in accordance with §9 (Liability).
(19) Any delivery of necessary items agreed with the contractor in individual cases shall be made to the exclusion of any warranty for defects, unless liability is prescribed by law.

§9 Liability
(1) The contractor's liability for damages, irrespective of the legal basis for such liability, in particular due to impossibility, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tort, shall be limited in accordance with this §9, insofar as fault is involved in each case. In the event of minor negligence on the part of the contractor, §6 Para. 6 shall apply to the contractor's liability for default, otherwise this §9 shall also apply.
(2) The contractor shall not be liable for minor negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents insofar as this does not involve a breach of material contractual obligations.
(3) Insofar as the contractor is liable for damages on the grounds of §9 Para. 2, such liability shall be limited to damages which the contractor foresaw as a possible consequence of a breach of contract at the time of contract conclusion or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the deliveries and/or services shall also only be eligible for compensation if such damage is typically to be expected when the deliveries and/or services are used as intended.
(4) The above exclusions and limitations of liability shall apply to the same extent in favour of the executive bodies, legal representatives, employees and other vicarious agents of the contractor.
(5) Insofar as the contractor provides technical information or acts in an advisory capacity and such information or advice is not part of the contractually agreed scope of performance owed by the contractor, this shall be provided free of charge and to the exclusion of any liability. Any services provided by the contractor free of charge as a courtesy over and above the contractually owed performance and accepted by the client shall be provided to the exclusion of any liability.
(6) The client shall carry out appropriate and regular data backups, in particular in the form of backups that are available and can be restored at any time. The client shall be liable for the loss of data and its recovery only if such a loss could not have been avoided by appropriate data backup measures on the part of the client. The client shall bear the burden of proof for such regularly performed data backup measures. Liability for loss of or damage to data for which the contractor is responsible shall be limited to the effort that would be required to restore the data from the backed-up data material if the client had properly backed up the data.
(7) Any further liability - on whatever legal grounds - in particular for compensation for damage not caused to the delivery item itself, shall be excluded.
(8) The limitations of this §9 shall not apply to the contractor's liability for intentional conduct, for any guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.
(9) The client's liability shall be governed by the statutory provisions.

§10 Retention of title
(1) The retention of title agreed below serves to secure all existing current and future claims of the contractor against the client that arise from the business relationship existing between the contracting parties for the provision of deliveries and/or services relating to industrial plant construction and industrial plant components.
(2) The delivery items supplied by the contractor to the client shall remain the property of the contractor until all secured claims have been paid in full. Insofar as the validity of the retention of title in the country of destination is linked to special conditions or special formal requirements, the client shall ensure that these are fulfilled. The delivery items as well as the items covered by the retention of title that take their place in accordance with the following provisions are hereinafter referred to as
(3) "goods subject to retention of title".
(4) The client shall store the goods subject to retention of title free of charge for the contractor, bear the duty of care for them and shall

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indemnify the contractor against any claims by third parties in the event of a culpable breach of the duty of care by the client.
(5) The client shall be entitled to process and sell the goods subject to retention of title in the ordinary course of business until the enforcement event (Para. 9) occurs. Pledges and transfers by way of security shall not be permitted.
(6) If the goods subject to retention of title are processed by the client, it shall be agreed that the processing is carried out in the name and for the account of the contractor and that the contractor directly acquires ownership or - if the processing is carried out using materials from several owners or the value of the processed item is higher than the value of the goods subject to retention of title - co-ownership (severalty) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. If the goods subject to retention of title are combined with other items to form one unified item or are inseparably mixed and one of the other items is to be regarded as the main item, the contractor shall, insofar as the main item belongs to it, transfer to the client the joint ownership of the unified item on a pro rata basis in the ratio specified in S. 1.
(7) If the contractor's delivery items are fixed to the ground or incorporated into a building, such fixing or incorporation shall be for a temporary purpose only.
(8) If the goods subject to retention of title are resold, the client shall hereby assign to the contractor by way of security the resulting claim against the purchaser - in the event of co-ownership of the goods subject to retention of title by the contractor in proportion to the co-ownership share. The same shall apply to any other claims which may arise in place of or in connection with the goods subject to retention of title, such as insurance claims or claims in tort in the event of loss or destruction. The contractor shall grant the client the revocable right to collect claims assigned to the contractor in its own name. The contractor may only revoke this direct collection right in case of an enforcement event.
(9) If third parties seize the goods subject to retention of title, in particular by attachment, the client shall immediately inform them of the contractor's ownership and inform the contractor thereof in order to enable the contractor to enforce its ownership rights.
(10) The contractor shall release the goods subject to retention of title and the items or claims taking their place if their value exceeds the amount of the secured claims by more than 10%. The contractor shall be responsible for selecting the items to be released thereafter.
(11) If the contractor withdraws from the contract in the event of breach of contract by the client - in particular default of payment - (enforcement event), the contractor shall be entitled to demand the return of the goods subject to retention of title. In this case, the client shall be obliged to surrender the goods without further ado and shall bear the transportation costs necessary for their return.

§11 Premature termination of contract
(1) If the underlying contract is a contract for work or a contract for work and materials for manufactured, movable and non-fungible goods, the client shall be entitled to terminate the contract at any time, either freely or for good cause. If the client terminates the contract without good cause, the contractor shall be entitled to invoice the services rendered in full and 60% of the remuneration due for the part of the services not yet rendered. If the client objects to this within two months of receipt of the invoice, a new invoice shall be issued in accordance with the statutory provisions.
(2) The contractor shall be entitled to extraordinary termination of the contract for good cause. If the contractor terminates the contract for good cause for which the contractor is not responsible, the provisions of § 11 Para. 1 shall apply to the invoicing of the rendered and non-rendered parts of the service. Any claims for damages by the contractor shall remain unaffected.
(3) The client and the contractor may also mutually agree that the contractor is no longer required to provide any or any further services under the contract (termination agreement). In case of doubt, such a termination of the contractual relationship shall only exist if the contracting parties have also expressly agreed on how the part of the service not rendered is to be remunerated.
(4) Other statutory termination options, in particular the special right of termination upon submission of a planning basis and cost estimate, shall remain unaffected by these provisions.

§12 Software: scope of delivery, rights of use, right to information
(1) If software is included in the scope of delivery, the client shall be granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system shall be prohibited.
(2) The client may only duplicate, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§69 a ff. of the German Copyright Act (UrhG)). The client shall undertake not to remove any manufacturer's information - in particular any copyright notices - or to change it without the contractor's prior express consent.
(3) All other rights to the software and the documentation, including copies, shall remain with the contractor or the software supplier. The granting of sub-licences shall not be permitted.

§13 Installation, maintenance and other services
The following shall also apply to installation, repairs and other services:
(1) The client shall instruct the contractor's personnel at its own expense about existing safety regulations and hazards and take all measures necessary to protect persons and property at the workplace.
(2) The client shall support the contractor's personnel in carrying out the work at its own expense and to the extent necessary and provide any assistance required, such as preparing the installation site, providing water and electricity, etc. and, unless expressly agreed otherwise, providing tools and lifting equipment.
(3) The client's assistance shall ensure that the contractor's work can commence as soon as the personnel arrive and can be carried out without delay until acceptance.
(4) If the client fails to fulfil its obligations, the contractor shall be entitled, but not obliged, to carry out the actions incumbent on the client in the client's place and at the client's expense.
(5) If a service cannot be rendered for reasons for which we are not responsible, services already rendered by the contractor and expenses incurred shall be compensated by the client.
(6) Parts replaced in the exchange process shall become the property of the contractor.
(7) If the service is lost or deteriorates before acceptance through no fault of the contractor, the client shall reimburse the price less any expenses saved.
(8) Only maintenance or installation deadlines confirmed in writing by the contractor shall be binding.
(9) In the case of installation, maintenance and other services, the client shall be entitled to a price reduction within the framework of the statutory provisions if - taking into account the statutory exceptions - a reasonable deadline set for the contractor to provide the service during its delay expires without success. The right to price reduction shall also exist in other cases of failure to remedy defects. The client shall only be entitled to withdraw from the contract if the installation, repairs and other services are demonstrably of no interest to the client despite the price reduction.
(10) If the equipment or tools provided by the contractor are damaged at the installation/maintenance site through no fault of the contractor or if they are lost through no fault of the contractor, the client shall be obliged to compensate for such damage.
Damage attributable to normal wear and tear shall not be taken into account.

§14 Confidentiality obligation, ownership of information

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(1) The parties shall treat the information exchanged in connection with their business relationship as confidential and use it only for the purpose for which it was disclosed. The term "information" shall also refer to knowledge gained during an inspection. The contractor shall be entitled to pass this information on to third parties if this is necessary for the fulfilment of the contract and the third party is also subject to such a confidentiality obligation.
(2) The obligations under Para. 1 shall not apply to information which was already known to the receiving party before the disclosure, which was already generally accessible before the disclosure or which becomes generally accessible after the disclosure without the cooperation or fault of the receiving party, which is disclosed to the receiving party by an authorised third party without a confidentiality obligation or which the receiving party independently develops or gets developed regardless of the information received from the disclosing party.
(3) The obligations under Para. 1 shall also not apply if the receiving party is obliged to disclose the information due to mandatory law or the decision of a competent court or authority.
(4) The obligations under Para. 1 shall continue to apply for a period of seven years after fulfilment of the contract; however, these obligations shall continue to apply to trade secrets as defined in the Law on the Protection of Trade Secrets for as long as such trade secrets exist.
(5) The contractor shall reserve the right of ownership or copyright to all of its offers and cost estimates as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the client. The client may not make these items or their contents accessible to third parties, disclose them, use them itself or have them used or reproduced by third parties without the express consent of the contractor. At the contractor's request, the client shall return these items to the contractor in full and destroy any copies made if they are no longer required by the client in the ordinary course of business or if negotiations do not lead to contract conclusion. The storage of electronically provided data for the purpose of standard data backup shall be excluded from this.

§15 Final provisions

(1) The exclusive local and international jurisdiction of the courts which have jurisdiction for Goslar is agreed for all - contractual and non-contractual - disputes arising from contracts to which these terms and conditions of sale apply. In particular, this jurisdiction shall also exclude any other jurisdiction that is legally provided because of personal or material association. The client shall also not be entitled to initiate a counter-action, set-off, third-party notice or retention before a court other than the court with exclusive jurisdiction in Goslar. In individual cases, however, the contractor shall also be entitled to take legal action at the client's place of business or before other courts having jurisdiction under domestic or foreign law.
(2) The relationship between the contractor and the client shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the relevant conflict of laws.
(3) The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.
(4) Insofar as the contract or these general terms and conditions contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill such loopholes which the contracting parties would have agreed to in accordance with the economic objectives of the contract and the purpose of these general terms and conditions if they had been aware of the loophole.
(5) Should individual provisions of the contract or these terms and conditions be or become invalid in whole or in part or contain an inadmissible deadline provision, this shall not affect the validity of the remaining provisions. Insofar as the invalidity does not result from a breach of §§305 ff. of the BGB, the contracting parties shall be obliged to replace the invalid or unenforceable provision with a provision that is as close as possible to the economic purpose of the invalid or unenforceable provision from the beginning of the invalidity or unenforceability, taking into account the interests of both parties. The same shall apply to loopholes. In the event of an inadmissible deadline provision, the statutory measure shall apply.
(6) The contractor shall comply with the statutory provisions on the protection of personal data. Further information can be found in the privacy policy at https://www.fest- group.de/en/privacy-policy/.

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