

General terms and conditions of business for services by the Witron corporate group and its subsidiaries (except for USA, Canada, and Australia)

Section 1 Scope

- (1) These general terms and conditions of business for services shall apply to all legal transactions between companies of the WITRON corporate group and its subsidiaries (except for USA and Canada) – hereinafter referred to as WITRON – and the contractual partner – hereinafter referred to as Customer.
- (2) The Customer is notified of any amendments and supplements to these general terms and conditions of business that are undertaken by WITRON. They are considered approved if WITRON does not receive a written objection from the Customer within 2 weeks of receipt of the amendments and supplements.

Section 2 Offer and conclusion of contract

- (1) Offers by WITRON are always non-binding. This only represents a request to the Customer to submit a legally binding offer.
- (2) A contract is established with WITRON at the time when the Customer has received the purchase order or confirmation/order from WITRON with regard to his/her order offer e.g. by post, by fax, by telephone or by e-mail.
- (3) The subject of the contract or the precise job description finally arises from the offer from WITRON unless no deviating contractual agreement exists.

Section 3 Responsibilities of the Customer

- (1) The Customer will provide WITRON with appropriate support during the rendering of the service. In particular, he will provide the necessary information and documents in full and in good time. The Customer also establishes all of the prerequisites within his operating sphere free of charge, particularly access, admission, infrastructure and the provision of special tools that are required to render the service. Any further collaboration shall require a separate agreement. The Customer is responsible for correct data backup.
- (2) The customer undertakes not to headhunt any WITRON employees deployed in connection with the provision of the consulting services for a period of 24 months after the end of the cooperation.

Section 4 Interruption of work, run time, and termination

- (1) Contracts concerning the rendering of permanent and repeated services by WITRON to the Customer are considered concluded for an indefinite period unless otherwise agreed.
- (2) Contracts in accordance with paragraph (1) can be terminated by the Customer at the end of the year with a notice period of 6 months.
- (3) WITRON is entitled to terminate the contract at any time at the end of the month with a notice period of 3 months.
- (4) WITRON has the right to interrupt the work at any time without giving a reason. If the interruption exceeds a period of 3 months, the Customer is entitled to terminate the contract at the end of the month.
- (5) Both contractual parties can terminate the contract with immediate effect if facts exist on the basis of which the continuation of the contract until the expiry of the period of notice for termination or until the agreed termination of the contract cannot be reasonably expected for the terminating party, while taking into account all circumstances in the individual case and considering the interests of both parties.
- (6) The interruption of the work, the resumption of the same, and a termination must be set down in writing to be effective.
- (7) In the event of contracts for services and goods that do not fall within paragraph (1), in particular for the one-time claiming of services and the one-time delivery of goods, the contractual relationship ends upon the rendering of the service or the delivery of the goods. With regard to claims that by their nature outlast the fulfillment of the contract (e.g., liability, rights due to defects, confidentiality), the contract is deemed to continue in this respect.

Section 5 Terms of payment

- (1) The prices are understood to be strictly net plus the respectively valid statutory VAT.
- (2) The prices apply to deliveries ex works/ex stock excluding packaging, shipping costs and all taxes, customs duties or expenditure that is to be paid under applicable law, where not otherwise agreed. The Customer undertakes to pay or refund taxes, customs duties, or expenditures that are imposed on WITRON or its suppliers even after conclusion of the contract.
- (3) If, following conclusion of contract, amendments are made to the calculation basis that lead to an increase in the contractual price, e.g. due to higher wage and material costs, an increase in the legally applicable VAT or due to other circumstances, particularly technically justified calculation changes, WITRON is entitled to increase the contract price proportionately to the change made to the calculation basis.
- (4) If a total invoice was agreed for a contract concerning a total delivery of goods, individual partial deliveries can also be invoiced immediately on the part of WITRON and are then each due for payment
- (5) The payment becomes due upon receipt of the respective (partial) service.
- (6) Where not otherwise agreed, the invoices are to be paid in the agreed currency within 14 days from receipt of the respective (partial) service without deductions.
- (7) If the Customer defaults on a payment in whole or in part, WITRON is entitled to charge the statutory interests, however, at least 8 % p. a. above the base rate, from the respective point in time. In the event of default of payment, WITRON is also entitled to cease the contractual services or withhold these until the Customer has paid his/her due liabilities. In the event of default of payment, WITRON is also entitled to only perform any outstanding services on the basis of advanced payment or the provision of securities. WITRON also has the right to charge appropriate storage costs until delivery.

Section 6 Scope of delivery

- (1) Unless not otherwise agreed, the scope of delivery and the delivery dates are based on the information in the contract.
- (2) All delivery dates and delivery periods are exclusively non-binding information, where no expressly binding delivery date was agreed.
- (3) WITRON is not to be held responsible for delivery and service delays based on force majeure, even in the event of bindingly agreed periods and dates. If WITRON is not responsible for a delay due to force majeure or for other reasons, WITRON is entitled to postpone the delivery or service by a suitable period of time, although at least by the duration of the hindrance plus a suitable start-up time, or to withdraw from

the contract in part or in full due to the as yet unfulfilled part or to terminate the contract. If the withholding of the service is no longer reasonable for the Customer, he is entitled, after setting a reasonable period of grace, to withdraw from the contract or terminate it with regard to the as yet unfulfilled part.

- (4) The start of the delivery period stated by WITRON requires the timely and proper fulfillment of the obligations of the Customer that relate to this. The right to object to the unfulfilled contract is reserved.
- (5) WITRON is entitled to provide partial deliveries and partial services.
- (6) If the Customer becomes in default of acceptance or he culpably infringes upon other duties to cooperate, WITRON is entitled to demand from the Customer the reimbursement of any damages that have arisen due to this, including any additional expenses, without prejudice to other rights granted to WITRON by the contract or by law. In particular, this also applies within a reasonable scope to the storage costs that arise until delivery. We reserve the right to make further claims. It is the Customer's responsibility to demonstrate that damage in the claimed amount has not arisen or has at least arisen to a significantly lesser extent. The risk of accidental loss or accidental deterioration of the purchased item passes to the Customer at the time at which the Customer defaults on acceptance or on debts.
- (7) WITRON reserves the right to withdraw from the contract or to terminate this without notice if the delivery/service delay caused by the aforementioned events lasts longer than six weeks and WITRON is not responsible for this.
- (8) Unless not otherwise expressly agreed, no provision of the contract represents an agreement concerning delivery by a fixed date.

Section 7 Retention of title

- (1) WITRON expressly remains the owner of the delivered goods until complete payment of all outstanding receivables from the contract. This also applies to all future services. WITRON is also entitled to withdraw or withhold the item that is delivered or is to be delivered if the Customer behaves in breach of the contract.
- (2) The Customer is obliged to handle the purchased item with care, where ownership has not yet passed to him. In particular, he is obliged to sufficiently insure this at his own expense against damage by fire, water, and theft at its original value. If maintenance and inspection work is required, the Customer must have this conducted in good time at his own expense. A significant change to the location of the goods before the passing of ownership requires the prior written consent of WITRON.
- (3) Until such time as the property ownership has been transferred, the Customer is to immediately notify WITRON in writing if the supplied goods are seized or subject to other interventions by third parties. Furthermore, he is to take all measures reasonable to him to protect the goods from access by third parties. Insofar as the third party is not in a position to reimburse WITRON the court and out-of-court costs of an action in accordance with Section 771 of the German Civil Process Order (ZPO), the Customer shall be liable for the losses incurred by WITRON.

Section 8 Qualitative default

- (1) If the service is not rendered as per the contract or is rendered incorrectly and WITRON is responsible for this, WITRON commits to render the service as per the contract within a suitable period without any additional expenses for the Customer. The prerequisite is a complaint by the Customer, which is to be made in writing immediately when the Customer becomes aware of the problem.
- (2) Insignificant service disruptions, which do not impair the functionality of the subject of the delivery or service, do not entitle the Customer to refuse acceptance or assumption.
- (3) If the contractual rendering of the service is not substantially successful for reasons for which WITRON is responsible, even within a suitable period of grace to be set explicitly by the Customer, the Customer is entitled to withdraw from the contract in addition to any other rights and entitled to terminate the contract without notice. In this case, WITRON has the right to remuneration for the services rendered based on the contract until the termination became valid.
- (4) Services involving delivery by a fixed date are excluded from the provisions stated in Section 8.
- (5) If the service disruptions contained in this Section 8 are exclusively affect deliveries and services provided by third-party providers, WITRON is entitled to transfer corresponding claims against these third-party providers to the Customer, who agrees to this transfer now. In the event of such a transfer, other claims against WITRON due to the stated service disruption are excluded.

Section 9 Liability

- (1) For claims for damages of any kind against WITRON, its statutory representatives, employees, its vicarious agents, and subcontractors, particularly also damages due to tortious liability, breach of duty and due to infringement against the obligations listed in Section 311 German Civil Code (BGB), WITRON is only liable where the business liability insurance of WITRON comprises such claims for damages and pays in the specific case; however, this liability is limited overall to a maximum of the order value.
- (2) In the event that claims for damages do not fall within the scope of coverage of the business liability insurance of WITRON and are thus not paid by this insurance, liability for such claims for damages is limited to a maximum of 25,000 euros a year or to the order value, if this is less than 25,000 euros. This liability restriction also comprises, in particular, claims by the Customer against WITRON due to default.
- (3) WITRON is only liable for typically foreseeable damage in the event of intent and gross negligence by its vicarious agents, who are not managing employees.
- (4) The liability of WITRON for indirect and consequential damages, production downtime, lost profits, damages due to business interruptions, product losses, production downtime, and economic and financial damage of any kind is excluded.
- (5) WITRON assumes no liability for the success that the rendering of the service is intended to achieve.
- (6) The claims for damages against WITRON become time-barred in 12 months following the breach of duty.
- (7) In the event of loss of data, WITRON is only liable for the effort that would have been required to recover the data if the Customer had undertaken correct data backup, although up to the maximum liability sum stated under paragraph (2).
- (8) The liability restrictions in accordance with this Section 9 do not apply where WITRON is guilty of personal injury, bodily harm or damage to health, intent or gross negligence, or the infringement of material contractual obligations or insofar as WITRON is subject to mandatory liability based on the German Product Liability Act

(Produkthaftungsgesetz). Likewise, the liability of the Contractor remains unaffected in the event of culpable violations under Art. 82 of the General Data Protection Regulation (GDPR).

Section 10 Rights relating to defects and notification of defects

- (1) The Customer is entitled to the statutory rights relating to defects in accordance with the following provisions.
- (2) The Customer's rights relating to defects require that he immediately examines the rendered services. Identified or identifiable defects are to be reported to WITRON in writing within 7 working days from the delivery or service; concealed defects are to be reported to WITRON in writing within 7 working days from their discovery. If the Customer does not fulfill his duty to examine and provide notification of defects (in full), the rights relating to defects in this respect do not apply.
- (3) The Customer's rights relating to defects also require the demonstrated regular and proper maintenance of the delivery and service.
- (4) Rights relating to defects in the parts business become time-barred in 12 months following the completed delivery of the goods delivered by WITRON to the Customer.
- (5) The statutory period of limitation for rights relating to defects for services other than those under paragraph (4) is 12 months from the rendering of the service.
- (6) Rights relating to defects are excluded for advisory and supportive services and for training.

Section 11 Offsetting and rights of retention

The Customer only has the right to offsetting where his outstanding money is legally established or uncontested. The Customer is only entitled to offset against claims by WITRON where he exercises the notification of defects or counterclaims from the same contract. The Customer is only authorized to exercise the right of retention if his counterclaim is based on the same contractual relationship.

Section 12 Passing of risk for shipments

If the goods are shipped to the Customer at the Customer's request, the risk of accidental loss or deterioration of the goods transfers to the Customer upon shipping to the Customer, at the latest when leaving the factory/warehouse. This shall apply regardless of whether the goods are shipped from the place of fulfillment or who bears the shipping costs.

Section 13 End-use certificate of the Customer

- (1) The Customer expressly and irrevocably declares that dual-use products and any replica thereof will not be used, in whole or in part, in particular in connection with the development, manufacture, handling, operation, maintenance, storage, detection, identification, or distribution of chemical, biological, radiological, or nuclear weapons / other explosive devices or the development, production, maintenance, or storage of missiles / other systems capable of firing such weapons, or with the development, manufacture, handling, operation, maintenance, or storage of cluster ammunitions or anti-personnel mines or human rights violations.
- (2) Dual-use products are goods that can be used for both civilian and military purposes (e.g., certain chemicals, machines, technologies, and materials, but in particular also software or technologies).

Section 14 Packaging guidelines/spare parts

- (1) Goods that the Customer has received from WITRON within the fulfillment of contract and that the Customer sends to WITRON for the purposes of examination, defect correction, or for other reasons (returns) are to be packaged safely by the Customer according to the content, dimensions, and the shipping type so that damage during transportation is excluded.
- (2) The packaging always includes suitable external packaging, suitable inner packaging, and a safe closure.
- (3) If a return shipment to WITRON is considered for goods subject to a complaint, the original packaging specially designed for these goods by WITRON must be used. If the original packaging is no longer available, quantitatively, and qualitatively equivalent packaging is to be used for this.
- (4) Clear identification of the goods must be possible and goods that belong together must be identifiable.
- (5) Returned goods are to be packaged homogeneously, in their own containers if required, otherwise using intermediate layers.
- (6) The Customer is responsible for abiding by the listed points and is liable for all damages resulting from non-observance.
- (7) In the event of returns for reasons other than (claimed) defects, the Customer bears the costs associated with the return. In the event of the justified notification of defects, WITRON assumes the necessary costs associated with the return.

Section 15 Storage conditions

- (1) The Customer is responsible for proper storage in accordance with the manufacturer's information.
- (2) The Customer is responsible for abiding by the obligation to obtain information about proper and correct storage according to the manufacturer.

Section 16 Data protection/confidentiality

- (1) The Customer is aware and agrees that the personal data that concerns him and is required to process the order is saved by WITRON on data carriers. The Customer expressly agrees to the collection, processing, and use of his personal data. The saved personal data is handled as confidential by WITRON. The collection, processing, and use of the personal data of the Customer are undertaken while abiding by the European General Data Protection Regulation (GDPR).
- (2) The Customer has the right to withdraw his consent at any time with effect for the future. In this case, WITRON is obliged to immediately delete the Customer's personal data. In the event of ongoing contractual relationships, the deletion takes place after the relationship ends.
- (3) All information disclosed by WITRON is to be kept confidential by the Customer. He/She agrees not to use the information either himself/herself or indirectly via third parties for his/her own or other purposes without the express written consent of WITRON and not to make the information accessible to third parties in any way. The Customer will only make the information accessible to employees to the extent that they require this to fulfill the contract and they are subject to the confidentiality obligations in harmony with this agreement. The Customer is liable for his employees.

Section 17 Copyrights/proprietary rights/rights of use

- (1) For all documents handed to the Customer in connection with the placing of the order, such as costings, drawings, training documents, maintenance documentation, etc., WITRON expressly reserves all protective rights of any kind, particularly property rights and copyrights. These documents may not be made accessible to third parties unless WITRON grants the Customer its express written consent to do so. If no contract is concluded, the documents are to be immediately returned to WITRON.
- (2) The recording and dissemination of (Internet-supported) training courses offered by WITRON requires the prior written consent of WITRON.
- (3) WITRON reserves all protective and property rights, including but not limited to the intellectual property rights to the design and operation of the system and the software structure, which were developed by WITRON.
- (4) The reports, plans, drafts, installations, and calculations produced by WITRON may only be used for the purposes in the offer or agreed contractually. Any other use of these services, particularly their publication, requires the prior written consent of WITRON. This also applies if the rendered service should not be subject to special statutory rights, particularly copyright.

Section 18 Force majeure

If the service obligation of WITRON is impossible in whole or in part due to force majeure or other circumstances or is otherwise limited, the service obligation and return service obligation are canceled to this extent. Force majeure is considered to be any circumstances that are independent of the will and influence of the contractual parties, in particular natural disasters, governmental action, decisions by the authorities, blockades, war, epidemics/pandemics (incl. COVID-19), and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts, and other industrial unrest, shortage of material, transport delays due to traffic disruptions, confiscation, embargo or other circumstances that are unforeseeable, serious and not the fault of the contractual parties.

Section 19 "No Russia / No Belarus"-Clause

- (1) Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or in Belarus any goods supplied under or in connection with a contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 respectively Article 8g of Council Regulation (EU) No. 765/2006.
- (2) Customer shall undertake its best efforts to ensure that the purpose of Section 19 paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section 19 paragraph (1).
- (4) Any violation of Section 19 paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of a contract, and WITRON shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the contract; and (ii) a reasonable penalty in percent of the contract price or price of the goods exported, whichever is higher.
- (5) Customer shall immediately inform WITRON about any problems in applying § 18 paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of Section 19 paragraph (1). Customer shall make available to WITRON information concerning compliance with the obligations under Section 19 paragraph (1), (2) and (3) within two weeks of the simple request of such information.

Section 20 Final provisions

- (1) There shall be no verbal subsidiary agreements. Any agreements deviating from these conditions on an individual basis must be made in writing to be valid.
- (2) These general terms and conditions of business apply exclusively. Terms and conditions of business that deviate from this are excluded, regardless of in what form and at what time they are introduced into this business relationship and where not otherwise agreed.
- (3) Should individual provisions of this contract be or become in valid unenforceable, in whole or in part, it shall have no effect on the validity or enforceability of the remaining provisions.
- (4) The law of the Federal Republic of Germany exclusively applies to the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (5) If the Customer is a businessperson, a legal entity under public law or a separate estate under public law, the headquarters of WITRON shall be agreed as the exclusive place of jurisdiction. WITRON is, however, entitled to file a suit to the place of jurisdiction that generally applies to the Customer.

Section 21 Validity

These general terms and conditions of business for services shall be valid as from January 1, 2025. Amendments may be made by WITRON at any time and shall replace this version.

WITRON corporate group, Neustädter Str. 19- 21, 92711 Parkstein

www.witron.de

Date: January 1, 2025

Performance conditions in addition to the general terms and conditions of business for services by the Witron corporate group and its subsidiaries (except for USA, Canada, and Australia)

I. Terms for sale of services

1 Service rates

	Group	Designation	Hourly rate
Consulting / project management	B1	Senior Consultant	€ 185
	B2	Consultant / Project Leader	€ 160
	B3	Junior Consultant	€ 135
Developer IT/PLC	S1	Senior Developer	€ 145
	S2	Developer	€ 120
	S3	Junior Developer	€ 95
Service Technician EM	E1	Senior Service Technician	€ 120
	E2	Service Technician	€ 95
	E3	Junior Service Technician	€ 70
Training	T1	Senior Instructor	€ 185
	T2	Trainer	€ 160
	T3	Junior Instructor	€ 135

2 Surcharges

	Surcharges of 50%	Surcharges of 100%
Monday – Friday	06:00 pm – 06:00 am	–
Saturday	00:00 am - 00:00 pm	–
Sunday and applicable holidays	–	00:00 am - 00:00 pm
Overtime of more than 8 hours per day (plus other surcharges)	00:00 am - 00:00 pm	

- On May 1st as well as on December 25th and 26th, the surcharge is 200 %.
- Applicable holidays with reference to the origin of the provider of services

3 Daily expenses

	Expenses
In Germany	in accordance with the tax-related maximum flat rates, plus accommodation upon presentation of evidence
Abroad	in accordance with the tax-related regulations, plus accommodation upon presentation of evidence

- Per diem charges also apply to work-free Saturdays, Sundays, and public holidays, as well as for the waiting times not caused by us.

4 Travel expenses

	Costs
Car	0.80 € / km
Small truck	1.20 € / km
Plane, train, tramway, bus, baggage transport, cab, rental car, and other costs	According to expenditures

- For round trips, the travel expenses are divided proportionately. If other means of transport or particular travel routes are required by the Customer for good reason, WITRON is to be notified of this in writing in good time. Settlement then takes place according to the travel expenses incurred.
- Travel times and expenses to the site of operation are calculated according to expenditures.

5 Validity

These terms for sale of services are valid from January 1, 2025. Amendments may be made by WITRON at any time and shall replace this version.

II Terms of delivery for spare parts

The prices for spare parts apply in accordance with the current WITRON spare parts list, where not otherwise offered. The prices contained in this are understood to not include transport and customs handing costs. The minimum order value is 100 euros. A minimum quantity surcharge of 25 euros will be added to order quantities with a value of less than 100 euros. In the event of pure purchasing and direct further charging to the Customer, 15 % of the purchase price is collected as lump-sum operating costs. Corresponding additional costs for express stock removal and express delivery are defined below.

1 Express stock removal

Orders outside of the regular ordering time (Monday-Friday 08:00 am - 03:00 pm CET) are accepted and coordinated by the WITRON Helpdesk on +49 9602 600 555.

	Express surcharge
Monday - Friday after 03:00 pm	€ 500
Saturday, Sunday, and public holiday	€ 1,000
May 1st, December 25th, December 26th	€ 2,000

- The express surcharge refers to the time of delivery leaving the Witron spare part warehouse
- The express surcharge for express stock removal is to be paid per dispatch unit.

2 Express delivery

	Costs
Car	According to expenditures
Small truck	According to expenditures
Other transport route expenses	According to expenditures

- Express delivery costs excluding possible customs duties

3 Validity

These terms of delivery for spare parts are valid from January 1, 2025. Amendments may be made by WITRON at any time and shall replace this version.