

## **General Terms and Conditions of Service of MATEC Service GmbH (as of March 2025)**

### **I. General Terms of Contract for Services and Work Performance**

#### **1. Scope of application**

- 1.1. These General Terms and Conditions of Service apply to all mutual claims arising from and in connection with contracts for services and work performance between MATEC Service GmbH, Wilhelm-Maier-Str. 3, 73257 Köngen, Germany, (hereinafter referred to as **'MATEC SERVICE'**) and the client.
- 1.2. Any terms and conditions of the customer that conflict with, supplement or deviate from these General Terms and Conditions of Service shall only become part of the contract if MATEC SERVICE has expressly consented to their validity in writing. Execution in the knowledge of existing general terms and conditions of the customer does not constitute consent on the part of MATEC SERVICE.
- 1.3. In the event of an ongoing business relationship, these General Terms and Conditions of Service shall also apply to all future transactions with the customer, even if no separate reference is made to them after their inclusion in the initial conclusion of the contract.

#### **2. Subject of the contract and conclusion of the contract**

- 2.1. The parties shall conclude a contract for the contractually agreed services and work performance on the customer's machine tools (**'Service Object'**) subject to these General Terms and Conditions of Service.
  - 2.1.1. A service shall be understood to mean services in accordance with § 611 BGB (GERMAN CIVIL CODE), such as training. In addition to the General Terms and Conditions of Contract in this Section I, the Special Terms of Contract for Services in Section II shall apply to such services.
  - 2.1.2. A work performance shall be understood to mean services in accordance with § 631 BGB, such as inspection, maintenance, remote diagnosis, repair, overhaul and modification work on the Service Object and similar services. In addition to the General Terms of Contract in this Section I, the Special Terms of Contract for Work Performance in Section III shall apply to work performance.
- 2.2. All offers made by MATEC SERVICE are subject to change and non-binding unless they are expressly labelled as binding or contain a specific acceptance period. MATEC SERVICE may accept orders or commissions from the customer within fourteen (14) days of receipt.
- 2.3. If MATEC SERVICE has set a deadline for acceptance when submitting a written offer, the contract shall be deemed concluded if the customer has sent a written declaration of acceptance before the deadline expires and this declaration of acceptance is received by MATEC SERVICE within one week of the deadline expiring at the latest.

#### **3. Obligations of the customer to co-operate**

- 3.1 The customer must support MATEC SERVICE to a reasonable extent and at its own expense in the provision of the contractual service. In addition to the duties to co-operate expressly mentioned in the contract, the following obligations to co-operate apply in particular, but not finally:
  - 3.1.1 provision of the Service Object on the date agreed in the contract at the place agreed in the contract.
  - 3.1.2 creation of appropriate working conditions, e. g. provision of appropriate working and recreation rooms, including appropriate sanitary facilities as well as protective clothing and protective devices required at the installation site. In addition, the client must take all measures at the installation site in favour of MATEC SERVICE employees that it would take to protect its own employees;
  - 3.1.3 provision of the necessary working materials and consumables, such as water, energy as well as commodities, materials and tools required for assembly and commissioning. This also includes the provision of suitable rooms for the storage of machine parts, equipment, materials and tools provided by MATEC SERVICE for the assembly;

- 3.1.4 provision of the technical documentation required for the installation at the installation site, e.g. on electricity, gas and water pipes and/or similar installations as well as the necessary structural documentation;
- 3.1.5 presence of the customer or a representative designated by the customer at the installation site.
- 3.2 MATEC SERVICE is authorised to use subcontractors.

#### **4. Confidentiality**

- 4.1 The parties agree to maintain secrecy about the other party's Confidential Information, not to make it accessible to third parties, to protect it from access by third parties by taking appropriate technical and organisational precautions and to use the Confidential Information only for the performance of the contract. This obligation shall continue for a period of two (2) years after termination of the contract.
- 4.2 Confidential Information means (i) all documents made available to the parties in the context of the contract concluded under these General Terms and Conditions of Service and during its performance, (ii) all business, operational or technical matters that become known in connection with the business relationship and (iii) the terms and conditions of the contract concluded under these General Terms and Conditions of Service, including, without limitation, the prices and other price information set out in the contract.
- 4.3 Excluded from this obligation is such information,
  - 4.3.1 which was demonstrably already known to the recipient when the contract was concluded or which subsequently becomes known to the recipient from a third party without violating a confidentiality agreement, statutory provisions or official orders;
  - 4.3.2 which are publicly known at the time of conclusion of the contract or are made publicly known thereafter, insofar as this is not based on a breach of this contract;
  - 4.3.3 which must be disclosed due to legal obligations or by order of a court or an authority. To the extent permissible and possible, the recipient obliged to disclose shall inform the other party in advance and give it the opportunity to take action against the disclosure.
- 4.4 The parties shall only grant access to Confidential Information to those persons who are subject to professional secrecy or on whom obligations corresponding to the confidentiality obligations of these General Terms and Conditions of Service have previously been imposed. Furthermore, the parties shall only disclose the Confidential Information to those employees who need to know it for the performance of the contract and shall also oblige these employees to maintain confidentiality to the extent permitted by labour law for the period after their departure.

#### **5. Dates, deadlines and default**

- 5.1 Dates and deadlines are merely estimates and do not constitute a contractual obligation. However, MATEC SERVICE shall endeavour to meet dates and deadlines to a commercially reasonable extent. Moreover, dates and deadlines are only binding if this has been agreed between the parties.
- 5.2 If performance deadlines are binding and the client is subject to an obligation to cooperate, MATEC SERVICE is only bound by the binding performance deadlines if the client has fulfilled its obligation to cooperate in a timely manner. If the client does not fulfil its duty to cooperate in a timely manner, the performance deadlines shall be extended by the duration of the delay caused by the client.
- 5.3 If MATEC SERVICE is unable to meet binding performance deadlines for reasons for which it is not responsible (non-availability of the service), MATEC SERVICE will inform the client of this immediately and at the same time notify the client of the expected new performance deadlines. If the service is also not available or not sufficiently available within the new performance periods, MATEC SERVICE is entitled to withdraw from the contract in whole or in part; MATEC SERVICE will immediately reimburse any consideration already provided by the client. Non-availability of the service exists in particular, but not conclusively, in the event of late or incomplete delivery by MATEC SERVICE's suppliers or if MATEC SERVICE is not obliged to procure in individual cases. In cases of Force Majeure, Section I.6 shall apply.

5.4 The statutory provisions shall apply to expressly agreed fixed-date transactions. In the case of relative fixed-date transactions, however, a reminder from the client is required before claims for damages or cancellation rights can be asserted.

## **6. Liability for Force Majeure**

6.1 Force Majeure is an external, unforeseeable event that cannot be averted or cannot be averted in good time even by exercising reasonable care and using technically and economically reasonable means. This includes in particular, but is not limited to, natural disasters, pandemics, terrorist attacks, direct and indirect consequences of warlike events, regardless of whether these were known at the time the contract was concluded or not, power outages, power and nitrogen shortages, failure of telecommunications connections, interruption of data or telecommunications networks, cyber attacks, strikes or legal provisions or measures by the government or courts or authorities (regardless of their legality), decisions and sanctions by national or international authorities, malfunctions or accidents in a plant that lead to production interruptions, reduction in the supply of electricity or heat, floods or impassable roads.

6.2 If MATEC SERVICE is prevented from fulfilling its obligations as a result of Force Majeure, MATEC SERVICE shall be released from these obligations for the duration of the Force Majeure. If it is foreseeable that the Force Majeure event and/or its effects will exceed a period of six (6) months, the parties shall endeavour to find an acceptable solution by mutual agreement. If the parties fail to do so, either party shall have the right to withdraw from the contract with immediate effect.

## **7. Limitation of liability**

7.1 MATEC SERVICE has unlimited liability for claims arising from the contract in the following cases (i) in the event of intent and gross negligence, (ii) for injury to life, limb and health, (iii) in accordance with the provisions of the German Product Liability Act, (iv) if MATEC SERVICE has fraudulently concealed a defect and (v) if a guarantee has been assumed.

7.2 In the event of a slightly negligent breach of a material contractual obligation by MATEC SERVICE, i.e. an obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer can regularly rely (so-called cardinal obligation), MATEC SERVICE's liability is limited to the typical and foreseeable damage.

7.3 Otherwise, liability is excluded.

7.4 The limitation of liability set forth herein also applies to damages caused by a breach of duty by MATEC SERVICE's vicarious agents, legal representatives or suppliers.

## **8. Trade control**

The client recognises that the contractual services or parts thereof may be subject to trade sanctions and export control laws. The client therefore guarantees compliance with all applicable laws regarding trade or economic sanctions, embargoes, trade controls for the import, export, re-export, transfer or other trade in goods, services, software or technologies, including the regulations of the European Union, the United Kingdom of England and the United States of America. In particular, but without limitation, the customer shall refrain from exporting, re-exporting, transferring or otherwise making available the contractual services or parts thereof directly or indirectly to third parties, from using them in any way or from engaging in any activity that leads or may lead to a violation of the applicable trade sanctions and export control laws or to a detrimental consequence for MATEC SERVICE.

## **9. Place of jurisdiction and applicable law**

9.1 The exclusive place of jurisdiction for all legal disputes arising from or in connection with contracts based on these General Terms and Conditions of Service is the court with jurisdiction over MATEC SERVICE's registered office in Köngen. However, MATEC SERVICE is also entitled to sue the customer at its general place of jurisdiction.

9.2 The law of the Federal Republic of Germany applicable to domestic transactions shall apply exclusively. The application of international private law and the UN Convention on Contracts for the International Sale of Goods is excluded.

## **10. Miscellaneous**

- 10.1 All legally relevant declarations, including deviations from these General Terms and Conditions of Service or other collateral agreements, reservations, amendments or additions to a contract based on these General Terms and Conditions of Service must be made in writing or confirmed in writing by MATEC SERVICE to be effective. This also applies to an amendment of this written form requirement.
- 10.2 If a provision of these General Terms and Conditions of Service is invalid or unenforceable, this shall not affect the legal validity of the remaining Terms and Conditions of Service. In such a case, the parties hereby agree on a provision that comes closest to the parties' intentions as documented in these General Terms and Conditions of Service. The same applies to any gap in the contract.
- 10.3 The assignment of any claims between the parties established in the context of the contractual relationship to third parties is invalid.

## **II. Special Terms of Contract for Services**

### **1. Scope of services**

These Special Terms of Contract apply to all services agreed between MATEC SERVICE and the customer within the meaning of §§ 611 et seq. BGB.

### **2. Provision of services**

- 2.1 MATEC SERVICE shall provide the service subject to the contract in accordance with the recognized rules of technology, taking into account the guidelines of the manufacturer of the Service Object known to MATEC SERVICE. If the parties agree on a specific type of execution of the service subject to the contract, in particular by reference to technical guidelines (e. g. DIN, EN, VDI, VDMA etc.), these service descriptions determine the recognized rules of technology in the relationship between the parties to each other. Accordingly, MATEC SERVICE is not obliged to inform the client of any deviations between the agreements and the recognized rules of technology.
- 2.2 The conclusion of the contract does not release the client from controls and measures imposed by law or other regulations, unless this has been expressly made the subject of the services to be provided by MATEC SERVICE with reference to the relevant law and other regulations.

### **3. Term and termination**

The term of the contract as well as the termination rights to which the parties are entitled result from the contractual provisions.

### **4. Prices and terms of payment**

- 4.1 The client shall owe MATEC SERVICE the remuneration agreed in the contract for the service.
- 4.2 Unless otherwise stipulated in the contract, all payments are due for payment immediately upon receipt of the invoice without deductions and in particular in advance for the term of the contract. In the event of non-payment by the due date, the client shall be in default of payment without the need for a reminder from MATEC SERVICE. MATEC SERVICE reserves the right to claim default interest in the amount of nine (9) percentage points above the applicable base interest rate from the due date.
- 4.3 The agreed prices are stated as a net price, excluding VAT.

## **III: Special Terms of Contract for Work Performance**

### **1. Scope of services**

- 1.1 These Special Terms of Contract apply to work performance within the meaning of §§ 631 et seq. BGB.

### **2. Estimate of costs, prices and payment terms**

- 2.1 At the request of the client, MATEC SERVICE will prepare a non-binding and, unless otherwise agreed, free of charge estimate of costs.

- 2.2 The client shall owe MATEC SERVICE, depending on the agreement, the remuneration specified in the contract or remuneration in accordance with the price list referred to in the contract. Additional or special services agreed at a later date may be charged separately.
- 2.2.1 If delays occur as a result of a circumstance for which the client is responsible, which increase the working hours, MATEC SERVICE shall invoice the client for this.
- 2.3 The agreed prices are stated as a net price, excluding VAT.
- 2.4 Unless otherwise stipulated in the contract, all payments are due for payment immediately after acceptance and receipt of the invoice without deductions. In the event of non-payment at the due date, the client shall be in default of payment without the need for a reminder from MATEC SERVICE. MATEC SERVICE reserves the right to claim default interest in the amount of nine (9) percentage points above the applicable base interest rate from the due date.
- 2.5 The client shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been recognized by MATEC SERVICE. Furthermore, the client is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
- 3. Acceptance**
- 3.1 The legal requirements and the provisions laid down in the contract, if any, shall apply to the performance of an acceptance. If necessary, MATEC SERVICE shall separately inform the buyer of the intended significance of its conduct at the beginning of the period stipulated in § 640 section 2, sentence 1 BGB.
- 3.2 The client may not refuse acceptance on the basis of insignificant defects.
- 4. Retention of title and lien**
- 4.1.1 MATEC SERVICE shall retain ownership of the items (spare parts, replacement parts, filters, accessories, etc.) delivered to the client and installed in the Service Object until all claims arising from the agreement have been paid in full, provided that these items have not become an essential part of the Service Object.
- 4.1.2 MATEC SERVICE and the client agree that MATEC SERVICE is entitled to a lien on the items belonging to the client that come into the possession of MATEC SERVICE for the performance of the contractual service. The lien can also be asserted on the basis of claims arising from work carried out in the past, deliveries of spare parts and other services, insofar as they are related to the Service Object. For other claims arising from the business relationship, the lien shall only apply to the extent that they are undisputed or legally binding.
- 5. Warranty**
- 5.1 The statutory provisions shall apply to the client's rights in the event of material defects and defects of title, unless otherwise specified below.
- 5.2 The client's rights to defects shall become statute-barred after one year from acceptance or their legal fiction. The limitation period according to this clause does not apply if MATEC SERVICE has fraudulently concealed the defect and in cases referred to in clause I.7.

**Köngen, March 2025**

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