

General Terms and Conditions for Work, Services and the Sale of Goods of PFINDER KG

A. General Conditions

1. Application, Form

- 1.1 These General Terms and Conditions (hereinafter “**GTC**”) apply to all business relationships between PFINDER KG, Rudolf-Diesel-Straße 14, 71032 Böblingen, Germany, (hereinafter “**PFINDER**”) and its customers (customers and PFINDER hereinafter also referred to individually as a “**party**” and jointly as “**parties**”). These GTC only apply to customers who are entrepreneurs (Section 14 of the German Civil Code [Bürgerliches Gesetzbuch, BGB]), legal persons under public law or special funds under public law.
- 1.2 These GTC especially apply to contracts concerning (i) the performance of services and (ii) the sale and/or supply of movable items (hereinafter “**goods**”)—irrespective of whether the goods are procured from suppliers or produced by PFINDER (Sections 433 and 650 of the German Civil Code) ((i) and (ii) jointly referred to as the “**contractual services**”). “**Services**” of PFINDER are work and services related to the coating of components for conservation, such as the production of systems, nozzles, feasibility studies and simulations, if commissioned by the customer. The special conditions under B additionally apply to services.
- 1.3 Unless agreed otherwise, the version of these GTC valid when the customer places the order—or at least the version last communicated to the customer in text form—applies as a framework agreement for future equivalent contracts without PFINDER having to note the application of these GTC each time.
- 1.4 These GTC apply exclusively. Differing, contrary or supplementary general terms and conditions of the customer will only be part of the contract if PFINDER consents in written or text form (e.g., via letter or email) to their application. This consent requirement applies in any case, e.g., including if PFINDER unconditionally performs contractual services for the customer in knowledge of the customer’s general terms and conditions.
- 1.5 Individual agreements with the customer (including side agreements, additions and changes) have priority over these GTC. Conditional on evidence to the contrary, such agreements require a contract with or confirmation by PFINDER in written or text form (via letter or email).
- 1.6 Legally relevant statements and notices of the customer concerning the contract (e.g., deadlines, defect reports, withdrawal or reductions) must be issued in written or text form (e.g., via letter or email). Legal formal requirements and further evidence, especially in case of doubt about the issuing party’s legitimacy, will remain unaffected.
- 1.7 Information concerning the application of legal provisions is provided merely for clarification. Legal provisions apply even without such clarification, unless they are modified or expressly excluded by these GTC.

2. Contract Conclusion

- 2.1 Unless specified otherwise, PFINDER’s offers are non-binding. This also applies if PFINDER provides catalogs, technical documentation, such as drawings, plans, calculations, references to DIN standards, other product descriptions or documents, to the customer—including in electronic form.

- 2.2 Contractual services ordered by the customer represent binding offers of the customer to conclude a contract. Unless specified otherwise by the order, PFINDER may accept the customer's order within ten (10) business days of receipt. "**Business days**" within the meaning of these GTC are all days from Monday – Saturday, except for legal holidays at PFINDER's registered office. The customer's offers will normally be accepted by PFINDER by confirming the order (e.g., via letter or email) or performing the contractual service. PFINDER's order confirmation represents binding acceptance, unless specified otherwise by PFINDER.
- 2.3 If PFINDER expressly submits a binding offer to a customer, the customer may accept PFINDER's offer within ten (10) business days of receipt, unless PFINDER specifies another acceptance deadline.
- 2.4 The subject of the contract will be the contractual services listed by PFINDER in the order confirmation. After PFINDER confirms the order, further contractual additions or changes requested by the customer require a separate agreement between the customer and PFINDER.

3. Prices and Payment Conditions

- 3.1 The prices specified by PFINDER plus VAT apply to the contractual services in the order confirmation (or, if there is no order confirmation, in the offer).
- 3.2 Unless specified otherwise, prices apply plus ancillary costs (especially costs of proper packaging, customs, transport, including transport and liability insurance, arrival and departure, including accommodation and expenses, additional costs of additional, late, night, Sunday or holiday work and additional charges for difficult working conditions).
- 3.3 When placing an order, the customer may also specify the packaging and shipping method for the goods. PFINDER will list in the offer (Section 2.1) or, if requested by the customer, state to the customer the price of the packaging and shipment of the goods to the delivery address specified by the customer (doorstep or agreed unloading location). Any customs duties, fees, taxes and other public charges must be borne by the customer.
- 3.4 Unless agreed otherwise, the agreed payment must be made in the agreed currency in accordance with the status of service performance. PFINDER will submit a corresponding invoice to the customer.
- 3.5 Payments are due without deduction within 14 calendar days of invoicing (hereinafter "**payment deadline**") and must be transferred to the account specified by PFINDER in the invoice.
- 3.6 The customer will be in default without notice if payments are not made by the payment deadline. Late payments must bear the default interest required by law. PFINDER reserves further compensation for default damage. Claims against merchants for commercial default interest (Section 353 of the German Commercial Code [Handelsgesetzbuch, HGB]) remain reserved.
- 3.7 If the customer fails to meet a payment obligation or to do so properly or on time or if circumstances become known that draw the customer's creditworthiness into question, PFINDER may make outstanding payments of the customer due immediately. The same applies in case of the cessation of the customer's business operations, especially if the customer is subject to attachment or insolvency proceedings.
- 3.8 PFINDER accepts payment on account. Payments will be considered made when PFINDER

can dispose of the paid amount. Only after the payment is received on PFINDER's account will the customer no longer be in default.

- 3.9 The customer is only entitled to offsetting or retention rights if the customer's claims have been legally established or are uncontested. This does not apply to the customer's retention rights that are based on the customer's counterclaims under the same contractual relationship. In case of defective deliveries, the customer's counterclaims, especially those under Section **Fehler! Verweisquelle konnte nicht gefunden werden.** of these GTC, will remain unaffected.
- 3.10 If, after concluding the contract, the customer may not be able to satisfy PFINDER's payment claims (e.g., due to an application for insolvency proceedings), PFINDER may, as provided by law, suspend performance and—if necessary after setting a grace period—withdraw from the contract (Section 321 of the German Civil Code). PFINDER may immediately withdraw from contracts concerning the production of nonfungible items (custom orders); legal provisions concerning deadline waivers will remain unaffected.

4. Goods Delivery, Transfer of Risk, Acceptance, Acceptance Default

- 4.1 PFINDER delivers goods ex works (Incoterms 2020) which is also the place of performance (Section 269(1) of the German Civil Code) for deliveries and any supplementary performance. If requested by and at the expense of the customer, PFINDER will ship the goods to another destination (mail order purchase). Unless agreed otherwise, PFINDER may choose the shipping method (especially the carrier, route and packaging). Transport insurance may be obtained by the customer at the customer's expense.
- 4.2 Risk of accidental loss and deterioration of the goods will be transferred to the customer, at the latest, upon the handover to the customer. However, in case of a mail order purchase, risk of accidental loss and deterioration of the goods and of default will be transferred upon the handover of the goods to the carrier, forwarder or other person or institution designated to deliver the goods. If acceptance is agreed, transfers of risk are conditional on acceptance. Any acceptance is further governed by service contract law. Handover and acceptance will be unaffected by default of the customer.
- 4.3 If the customer defaults on acceptance, fails to cooperate or is otherwise responsible for delivery delays, PFINDER may obtain compensation for resulting damage (e.g., warehousing costs). PFINDER will charge flat-rate compensation of 0.5% of the (net) invoice amount of the goods on whose acceptance the customer defaults for each week of default—though no more than 5% of the invoice amount in total. PFINDER's right to prove greater damage claims (especially to compensation for additional expenses, appropriate compensation, termination) remains reserved; the flat-rate compensation will be credited to any further compensation claims. The customer may prove that PFINDER incurred no or significantly less damage than the flat-rate compensation.

5. Dates and Periods, Delays

- 5.1 Dates and periods specified by PFINDER for contractual services merely represent approximations and are non-binding for PFINDER as projected dates and periods, unless fixed deadlines or periods are expressly assured by PFINDER or agreed between the Parties.
- 5.2 PFINDER may—irrespective of PFINDER's rights based on the customer's default—require the customer to extend or postpone agreed periods and dates by the amount of time the

customer failed to satisfy contractual obligations to PFINDER, especially by failing to cooperate.

- 5.3 PFINDER will not be liable if contractual service performance becomes impossible or is delayed due to force majeure. Force majeure means any unforeseeable incident outside of PFINDER's control when the contract is concluded, especially operational disruptions of any kind, material or energy procurement difficulties, transport delays, strikes, lawful lockouts, labor, energy or raw material shortages, difficulties obtaining necessary permits, measures by authorities, pandemics or epidemics. If such incidents make the performance of contractual services significantly more difficult or impossible for PFINDER and are not merely temporary, PFINDER may withdraw from the contract. In case of temporary hindrances, delivery dates and periods will be extended or postponed by the duration of the hindrance plus an appropriate lead time.
- 5.4 If PFINDER is unable to meet binding deadlines or dates for reasons for which PFINDER is not responsible (especially non-availability of goods), PFINDER will inform the customer without undue delay and specify the projected new period or date. If PFINDER is unable to perform the contractual service within the new period or by the new date, PFINDER may fully or partially withdraw from the contract; in this case, PFINDER will refund without undue delay any payments already made by the customer. Non-availability of goods especially applies in case of (i) non-delivery by PFINDER's suppliers if PFINDER concluded a congruent coverage agreement or (ii) if neither PFINDER nor PFINDER's supplier is at fault.
- 5.5 PFINDER may perform partial deliveries if the customer will not suffer disproportionate adverse effects. Additional shipping costs incurred by partial deliveries will be borne by PFINDER.
- 5.6 The customer's rights under Sections **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** of these GTC and PFINDER's legal rights, especially concerning suspension of performance obligations (e.g., if performance and/or supplementary performance is impossible or unreasonable) will remain unaffected.

6. Retention of Title

- 6.1 Goods delivered to the customer (reserved goods) will remain the property of PFINDER until all of PFINDER's current and future claims against the customer, including all claims to balance current accounts, have been settled.
- 6.2 If the customer commits a breach of contract—especially by defaulting on payments—, PFINDER has the right to withdraw from the contract after setting an appropriate grace period. Costs of returning goods must be borne by the customer. If PFINDER takes back reserved goods, this will not represent withdrawal from the contract; PFINDER may merely request that the goods be returned and reserve the right to withdraw from the contract. PFINDER may sell any reclaimed reserved goods. The proceeds will be offset against the amount owed to PFINDER by the customer after PFINDER deducts an appropriate amount for the cost of the sale.
- 6.3 Reserved goods must be treated with care by the customer and, at the customer's expense, insured at their replacement value against fire and water damage and theft. Any required maintenance or inspections must be performed in time at the customer's expense.
- 6.4 Unless the customer is in default, the customer may use and sell reserved goods via the ordinary course of business. However, the customer may not pledge or use reserved goods

as collateral. The customer hereby fully assigns to PFINDER any payment claims from the sale of reserved goods or against the customer's buyers or third parties for other legal reasons involving reserved goods (especially claims based on unlawful acts or to insurance payments), including any claims to balance current accounts. PFINDER accepts this assignment.

- 6.5 These claims assigned to PFINDER may be collected for PFINDER for the account and in the name of the customer, unless PFINDER withdraws this authorization. PFINDER's right to collect these claims remains reserved; however, PFINDER will not assert these claims or withdraw this authorization as long as the customer fulfills all payment obligations. However, if the customer commits a breach of contract—especially by defaulting on payments—, PFINDER may require the customer to disclose the assigned claims and debtors, inform the debtors of the assignment and provide any documents and information to PFINDER necessary for asserting these claims.
- 6.6 Reserved goods may only be processed or transformed by the customer for PFINDER. If reserved goods are processed with other items not owned by PFINDER, PFINDER will acquire co-ownership of the newly-created item at the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing. Apart from that, the same applies to the newly-created item as for reserved goods.
- 6.7 If reserved goods are inseparably combined or mixed with other items not owned by PFINDER, PFINDER will acquire co-ownership of the newly-created item at the ratio of the value of the reserved goods (final invoice amount including VAT) to the other combined or mixed items at the time of combining or mixing. If reserved goods are combined or mixed so that the customer's item must be considered the main item, the parties hereby agree that the customer will transfer proportionate ownership of this item to PFINDER. PFINDER accepts this transfer. The solely or co-owned item created thereby must be stored by the customer for PFINDER.
- 6.8 If reserved goods are seized by third parties or in case of other third-party measures, the customer must note PFINDER's ownership and notify PFINDER in writing without undue delay to enable the enforcement of PFINDER's property rights. If the third party refuses to refund the court or out-of-court costs PFINDER incurs thereby, the customer will be liable.
- 6.9 If requested by the customer, PFINDER will release the collateral to which PFINDER is entitled if the realizable value exceeds PFINDER's outstanding claims against the customer by more than 10%. PFINDER may choose the collateral to be released.

7. Customer's Guarantee Rights

- 7.1 PFINDER guarantees the agreed quality of goods and services. Unless expressly agreed, PFINDER does not guarantee the suitability of goods or services for the use intended by the customer.
- 7.2 In case of material or legal defects (including incorrect or deficient deliveries and improper assemblies/installations or poor assembly instructions), the customer is entitled to the rights provided by law, unless specified otherwise hereafter. Special legal provisions concerning the final delivery of unprocessed goods to a consumer, even if the consumer further processed these goods (supplier's recourse in accordance with Section 478 of the German Civil Code), will apply in any case. Claims based on supplier's recourse are excluded if defective goods are processed further by the customer or another company (e.g., through installation in another product).

- 7.3 If goods or services are defective, PFINDER may choose whether to provide supplementary performance by remedying the defect (rectification) or by providing defect-free goods (replacement goods) or a replacement service. PFINDER's right to refuse supplementary performance as provided by law remains reserved.
- 7.4 PFINDER may make supplementary performance conditional on the customer paying due payments. However, the customer may retain the part of the payment that appropriately represents the defective part of the goods or service.
- 7.5 The customer must grant PFINDER the time and opportunity necessary for providing the owed supplementary performance.
- 7.6 The costs of the review and supplementary performance, especially transport, travel, work and material costs, will be waived by PFINDER as provided by law in case of an actual defect. Otherwise, PFINDER may obtain the costs incurred by the unjustified remedy request (especially review and transport costs) from the customer, unless the lack of defectiveness was not recognizable to the customer.
- 7.7 The customer's guarantee rights do not apply if the customer alters or has third parties alter the goods / work without PFINDER's permission and it therefore becomes impossible or unreasonably difficult to remedy the defect. In any case, the customer must bear the additional costs of the defect remedy resulting from such alterations.
- 7.8 Even in case of defects, the customer's claims to compensation or reimbursement for futile expenses will only be established in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.** and are otherwise excluded.
- 7.9 Except in case of Section 438(1)(2) or Section 634a(1)(2) of the German Civil Code, the guarantee period lasts 12 months following a delivery. If acceptance is agreed, the statute of limitations will commence upon acceptance.

8. Incoming Goods Inspection

- 8.1 The customer's defect claims under Section **Fehler! Verweisquelle konnte nicht gefunden werden.** in case of defective goods require the customer's legal inspection and reporting obligations (Sections 377 and 381 of the German Commercial Code) to have been fulfilled. Goods intended to be installed must be inspected directly before their installation.
- 8.2 If defects are detected during deliveries, inspections or subsequently, the customer must notify PFINDER in written or text form without undue delay. Obvious defects must be reported in writing within three (3) business days of delivery and defects not detectable during inspections must be reported in writing within the same period upon detection.
- 8.3 If the customer fails to perform proper inspections and/or properly report defects, PFINDER's liability for defects that were not reported or reported late will be excluded as provided by law.

9. Liability

- 9.1 In case of breaches of contractual or non-contractual duties, PFINDER will be liable as required by law, unless specified otherwise by these GTC, including the following provisions.
- 9.2 PFINDER will—irrespective of the legal reason—be liable for compensation in case of intent or gross negligence. In case of simple negligence, PFINDER will—conditional on legal liability limitations (e.g., standard of care in one's own affairs; insignificant breaches of duty)—only be liable for damage:

- a) resulting from injuries to life, limb or health or
 - b) caused by violations of essential contractual obligations (e.g., obligations on whose fulfillment proper contract performance depends and on compliance with which the customer regularly relies and may rely); however, in this case, liability is limited to the replacement of foreseeable and typical damage.
- 9.3 The liability limitations under Section 9.2 also apply in case of breaches of duty by or for the benefit of persons for whose fault PFINDER is legally responsible. These liability limitations do not apply to claims of the customer under the German Product Liability Act [Produkthaftungsgesetz, ProdHaftG] or if PFINDER fraudulently conceals a defect or guarantees the quality of contractual services.
- 9.4 Breaches of duty that do not consist of defects only allow the customer to withdraw from or terminate the contract if PFINDER is responsible for the breach of duty. General termination rights of the customer (especially under Sections 648 and 650 of the German Civil Code) are excluded, except for long-term contracts. Contracts are long-term if their terms last 24 months or more. Apart from that, legal requirements and consequences apply.
- 9.5 PFINDER will not be liable for or guarantee corresponding results or behavior of feasibility studies or simulations under actual conditions. This is because feasibility studies and simulations are conducted on an entirely virtual basis. Descriptions and calculations of feasibility studies or simulations are only made under ideal conditions using mathematical and physical models and simplifications. This may lead to simulated results differing from actual results on site at the customer's (factory).

10. Subcontractors

PFINDER may have contractual services performed fully or partially by third parties. The customer's consent is not required.

11. Confidentiality

11.1 The customer must treat PFINDER's confidential information strictly confidentially. "**Confidential information**" especially includes trade and industrial secrets, know-how, technical data, software (including source texts and machine code), drawings, samples, specifications, data sheets, technical reports, maintenance manuals, marketing and distribution methods, designs, instructions, work methods, work processes, strategies, technologies, information, the identity of and information about employees, customers, suppliers, third-party suppliers, distributors and agents, information about PFINDER's business activities, customers of PFINDER or PFINDER's parent company, subsidiaries or affiliates, personal data of any natural person in an employment relationship with PFINDER and any information labeled or, by its nature, considered confidential.

11.2 The customer must:

- a) keep PFINDER's confidential information strictly confidential, treat PFINDER's confidential information strictly confidentially and only use PFINDER's confidential information for performance of the contract with PFINDER,
- b) only disclose PFINDER's confidential information to persons employed by or working for the customer who need this information for the performance of their obligations under the contract with PFINDER if the customer ensures that these persons comply with the obligations under this Section **Fehler! Verweisquelle konnte nicht gefunden werden.** as if these were their own obligations

and

- c) implement appropriate measures to protect and prevent disclosure and unauthorised access or use of PFINDER's confidential information; the customer must—without limitation of the above—at least implement the measures used to protect the customer's own confidential information and no less than the generally-required due diligence.
- 11.3 The above confidentiality obligations do not apply if and insofar as the customer proves that PFINDER's confidential information was (i) already public knowledge when received or became public knowledge without the customer's fault, (ii) already known when received, (iii) lawfully made available by a third party without direct or indirect violation of confidentiality obligations to PFINDER, (iv) disclosed with PFINDER's permission, (v) disclosed to a recipient sworn to professional secrecy or (vi) must be disclosed by the customer as part of court proceedings or other measures by authorities. In the latter case, the customer must inform PFINDER without undue delay and, as far as legally possible, assist PFINDER with preventing or limiting disclosure.
- 11.4 If requested or without solicitation, at the latest, after performing the contract with PFINDER, the customer must return PFINDER's confidential information with written confirmation not to retain any copies, unless PFINDER expressly permits further use. Any files or other types of storage must be permanently erased. This does not apply to copies necessary for documentation or to information in regular backups which must remain subject to confidentiality.
- 11.5 These confidentiality obligations will not end when the contract expires, but will continue to apply for five (5) years thereafter.
- 11.6 The customer may not name PFINDER as a reference without PFINDER's prior written permission.

12. Final Provisions

- 12.1 These GTC and the contractual relationship between PFINDER and the customer are governed exclusively by the law of the Federal Republic of Germany under exclusion of international uniform law, especially the United Nations Convention on Contracts for the International Sale of Goods, and international conflict of law provisions.
- 12.2 The exclusive place of jurisdiction for any disputes directly or indirectly under or in relation to the contractual relationship is Böblingen, Germany. However, PFINDER may also sue at the customer's general place of jurisdiction.
- 12.3 Changes and additions to these GTC, including this provision, must be made in written form to be effective. This written form requirement may also be satisfied via qualified electronic signature.
- 12.4 Should a provision of these GTC be or become fully or partially void, ineffective or unenforceable or should a necessary provision be missing, this will not affect the effectiveness or enforceability of the remaining provisions of these GTC. The void, ineffective or unenforceable provision must be replaced with or the gap must be closed by a legally valid provision that as closely as possible reflects what the parties intended or, according to the purpose and intent of these GTC, would have concluded had they been aware of the ineffectiveness or gap. It is the express intent of the parties for this severability clause not to result in a reversal of the burden of proof, but to fully waive Section 139 of the German Civil Code.

- 12.5 The customer may not transfer and/or assign rights or obligations from binding contractual relationships between the parties to third parties without PFINDER's prior written permission. This assignment prohibition does not apply to monetary claims.

B. Special Service Conditions

In addition to the General Conditions in Part A, the following Special Conditions apply to services of PFINDER (Section 1.2).

13. Contract Subject, Service Performance, Delivery

- 13.1 The subject of the contract will be services of PFINDER related to the coating of components for conservation, as agreed between the parties.
- 13.2 The specifics of service performance, such as the objectives, services, service scope, service performance locations and professional and technical framework conditions, will be specified by PFINDER's order confirmation or a separate document.
- 13.3 PFINDER will perform its services professionally and in compliance with generally-recognised rules at the time of service performance and state-of-the-art technology.
- 13.4 PFINDER may choose service performance locations and schedule working time freely. If service performance requires presence at a specific location, PFINDER will perform the service at this location in coordination with the customer.
- 13.5 Service performance may only be organised and instructions may only be issued to PFINDER's employees by PFINDER. This also applies to services performed at the customer's premises.
- 13.6 Unless expressly agreed otherwise, PFINDER may transmit work results to the customer in electronic form. "**Work results**" mean any work and related documentation produced by PFINDER for the customer. "**Documentation**" means any information the customer requires to use the work results as intended.

14. Customer's Cooperation and Information Obligations

- 14.1 The customer must, at the customer's expense, take any measures necessary to ensure that PFINDER can perform the services properly and on time.
- 14.2 The customer must especially provide to PFINDER any necessary information and data in a suitable manner and proper quality (especially CAD data must be transmitted as closed volume components). Unless specified otherwise by PFINDER, the customer must provide information and data to PFINDER in digital form.
- 14.3 The customer is responsible for ensuring that any data and information is accurate, complete and provided on time.
- 14.4 PFINDER and any third parties used by PFINDER may use and, without reviewing, rely on any information and data provided by the customer.
- 14.5 The customer must inform PFINDER without undue delay of any concerns or differences of opinion about the services.
- 14.6 Any adverse effects and additional costs incurred by PFINDER through the customer's culpable non-compliance with the above cooperation and information obligations must be borne by the customer. Further regress and claims to which PFINDER remain reserved. PFINDER will especially not be responsible for service defects or delays caused by the

customer's non-compliance with the above contractual obligations.

15. Service Acceptance, Defect Inspections

- 15.1 The customer must accept services and prepare a written certificate of acceptance within two (2) weeks of receipt of the acceptance request and PFINDER's performance of the service.
- 15.2 The customer must review whether services were performed as contracted and report any defects without undue delay. Reported defects will be reviewed and remedied by PFINDER as provided by the customer's guarantee rights (see Section **Fehler! Verweisquelle konnte nicht gefunden werden.**).
- 15.3 Services will be considered accepted unless the customer refuses acceptance in writing due to significant defects within two (2) weeks of PFINDER's acceptance request or if the customer fully or partially uses the service commercially, except as part of the acceptance. Minor defects do not allow the customer to refuse acceptance.
- 15.4 PFINDER may provide completed partial work for acceptance.

16. Usage Rights

- 16.1 The customer will be granted non-exclusive usage rights without temporal, spatial or professional limitation, including sub-licensing rights, for any results developed for the customer by PFINDER (hereinafter "**development results**"), especially nozzles or feasibility studies. Any know-how included in development results is part of PFINDER's confidential information.
- 16.2 Any property rights for development results may only be registered by PFINDER. The usage rights granted to the customer under 16.1 will remain unaffected.
- 16.3 The customer will not be granted rights to the production process. These will remain exclusively with PFINDER.
- 16.4 The customer must inform third parties about and clearly state the source and PFINDER's development of development results.

17. Term and Termination

- 17.1 Unless the parties specify fixed terms for services, the contract may be terminated by either party at the end of the calendar quarter with three (3) months' notice. Termination rights under Section 627 of the German Civil Code are excluded.
- 17.2 The customer's termination rights are excluded for service contracts (Section 648 of the German Civil Code), except for long-term contracts. Contracts are long-term if their terms last 24 months or more. Apart from that, legal requirements and consequences apply.
- 17.3 Either party may terminate the contract without notice for a compelling reason. A compelling reason entitling PFINDER to extraordinary reason is especially present if (i) the customer defaults on payments and an appropriate grace period set by PFINDER expires unsuccessfully, (ii) insolvency or similar debt settlement proceedings are requested for the customer's assets, (iii) payment obligations to PFINDER may not be fulfilled because the customer's asset situation deteriorates or is likely to deteriorate significantly or (iv) the customer is insolvent or overindebted.
- 17.4 Terminations must be issued in written form.

18. Guarantees

- 18.1 Under service contracts, PFINDER will not be responsible for providing specific results. PFINDER therefore offers no guarantees for legal or material defects for services—except in case of intent or fraud.
- 18.2 The guarantee conditions under Section **Fehler! Verweisquelle konnte nicht gefunden werden**. apply to goods, unless regulated otherwise hereafter.
- 18.3 The quality of goods and service may only be measured according to the description provided by PFINDER or agreed in a separate document (e.g., in the documentation) before contract conclusion. The specifications therein merely represent descriptions, not guarantees.
- 18.4 PFINDER does not provide guarantees for faulty results caused by
- a) application errors of the customer, unless these were due to incorrect documentation or missing information by PFINDER;
 - b) errors in data and information provided by the customer;
 - c) product errors of other manufacturers; or
 - d) work results altered independently by the customer or a third party.