



## General Terms and Conditions

### § 1 General

- (1) P+Z Engineering GmbH, hereinafter referred to as "P+Z", is an engineering service provider operating at international level in the principal areas of electrics/electronics, development, design, simulation and testing, and also project and quality management. P+Z operates inter alia in the field of contracts for work, services and materials, and other contracts. These GTC are an integral part of the Contract and apply exclusively. Conditions of the Contracting Party which conflict with or differ from these conditions will not be recognised unless P+Z has expressly approved their validity in writing. Verbal agreements require written confirmation for their validity.
  - (2) These conditions also apply to all future transactions with the Contracting Party.
  - (3) Munich shall be the exclusive place of performance and place of jurisdiction for any disputes. This also applies if the Contracting Party has no general place of jurisdiction in the Federal Republic of Germany at the time when court proceedings are instituted. The Customer may, however, also bring the case before any other competent court.
  - (4) The applicable law is the law of the Federal Republic of Germany. The application of the Convention of the United Nations of 11.04.1980 on Contracts for the International Sale of Goods is excluded.
  - (5) Should any of the terms of these conditions be or become invalid, the validity of the remainder of the Contract shall not be affected. The Contracting Parties must replace the invalid provision by another provision which is equivalent with respect to the commercial effect, in so far as this is possible.
- (2) P+Z will call on the duties of cooperation and services to be provided or rendered by the Contracting Party in good time.

### § 5 Prices and Payment Terms

- (1) The amount of remuneration will be agreed in an individual contract. The amount for payment will be invoiced by P+Z on a monthly basis. Payments are due within 14 days from receipt of invoice without any deduction. The invoices from P+Z will be deemed to have been accepted if the Contracting Party raises no objection in writing within two (2) weeks of receipt of invoice.
- (2) The agreed charging rates only apply at the project site. Travel expenses are to be reimbursed by the Customer if at any time business trips are required or authorised by the Customer. Travel expenses include in particular travel and accommodation costs and per diem subsistence. Time expended in travelling will be remunerated at the agreed hourly rate as hours worked.
- (3) The Customer is only permitted to set off undisputed or non-appealable receivables against P+Z receivables.

### § 6 Warranty and Liability

- (1) Liability on the part of P+Z for any reason whatsoever is excluded to the extent that the breach of duty which was the cause of the damage is due to negligent acts. This restriction of liability applies to damage caused by legal representatives, managerial staff or agents of P+Z.
- (2) The restriction of liability pursuant to para. 1 above does not apply to the breaching of cardinal obligations. In this case liability is limited, however, to damage that is typical given the purpose of the contract and foreseeable at the time it was concluded.
- (3) The provisions above do not result in any reversal of the burden of proof.
- (4) If it is not possible for P+Z to render a service due to Force Majeure, P+Z shall not be under any obligation to render the service while the obstacle to performance persists and provided the Contracting Party has been informed of the obstacle to performance in good time in writing by P+Z.
- (5) Force Majeure is in particular constituted in the case of lack of raw materials, energy and manpower, industrial action, non-culpable or unforeseeable disruptions to operations, serious disruptions to transport, official action not imputable to P+Z, pandemics, war or other events for which P+Z is not responsible.
- (6) If the obstacle to performance as defined in para. 5 above persists for longer than four (4) months, P+Z will be entitled to withdraw from the Contract if P+Z no longer has an interest in performance of the Contract as a result of the obstacle and the procurement and production risk has not been assumed by P+Z.

### § 2 Subject matter of the Contract and Offer

- (1) P+Z will undertake the development, design, planning, simulation and testing on behalf of the Contracting Party. The object of the activity of P+Z shall always be the agreed service and not the achieving of a particular commercial outcome.
- (2) Orders made verbally by the Customer are also binding and must be confirmed in writing by the Customer.
- (3) The offers of P+Z are subject to change unless expressly agreed otherwise.
- (4) An order is deemed placed if P+Z commences execution of the order with the knowledge of the Customer and the Customer raises no objection.

### § 3 Sub-contracting

- (1) P+Z shall have the right to involve third parties in the performance of the service. The order may be subcontracted in part or in its entirety. An exception to this will only apply if it is in conflict with interests of the Contracting Party which warrant protection.

### § 4 Execution of the Order

- (1) The Contracting Party undertakes to support the activity of P+Z. It shall in particular create free of charge all the conditions within its sphere of operation that are necessary for the service to be rendered correctly. This also includes specifying all the laws, standards or other regulations on the basis of which the service is required to be rendered.

### § 7 Retention of Title

- (1) The subject of the Contract shall remain the property of P+Z until such time as all the payments arising from the business relations with the Contracting Party have been received.
- (2) The Contracting Party is entitled to resell the subject of the Contract in the absence of any agreement on prohibition on

assignment. The receivables arising from the resale together with all the ancillary rights are hereby assigned to P+Z. However the Contracting Party retains the right to recover the amount receivable also after its assignment. The right of P+Z to recover the amount receivable remains unaffected.

- (3) Any processing or remodelling of the subject of the Contract by the Contracting Party must always be on behalf of P+Z. If the object is processed together with other objects which are not the property of P+Z, P+Z will be co-owner of the new object in proportion to the value of the subject of the Contract in relation to the other processed objects at the time the processing takes place.
- (4) The object of the Contract which is subject to retention of title must not be either pledged or placed in escrow by the Contracting Party. The Contracting Party must inform P+Z immediately of any distraints undertaken at the instigation of third parties.

#### § 8 Title and Copyrights

- (1) P+Z shall - unless otherwise contractually agreed - grant the Customer a perpetual, assignable right to use the contractual work products.
- (2) If drawings, models, tools or devices are made or software is developed by P+Z within the context of executing the order and these are used as a resource to carry out the order, P+Z shall have sole proprietorship and copyrights to these. The Contracting Party is not entitled to make these available to third parties or to utilise them itself. Possession of these work materials must be surrendered to P+Z on request. The assertion of a right of lien is excluded.
- (3) P+Z shall be entitled to all industrial property rights arising from any invention made in connection with the contractual performance and/or any know-how acquired in connection with performance of the service. Should the Contracting Party request utilisation thereof, it should be granted an exclusive, unrestricted, assignable right to use the invention free of charge inasmuch as the payment of the remuneration due to the employee is assumed by the Contracting Party.
- (4) If the subject of the Contract consists in providing a planning service or otherwise predominantly intellectual service (e.g. design and/or development work), the Customer shall be limited to the contractually agreed use of the service for its own purposes. Passing on the results of the design and/or development to third parties is contingent upon prior written consent by the Contracting Parties. Inasmuch as the performance includes the development of computer software, P+Z will grant the Customer the non-exclusive right to use this as specified with the delivered goods. It is not permitted to make copies of, pass on or use the software for any other than the specified purpose of the item supplied. Any use over and above this requires the prior written consent of P+Z and must be paid for separately.
- (5) In the event that P+Z designs, manufactures and/or assembles drawings or other documentation of the Customer in accordance with instructions, it accepts no liability for any infringement of third-party industrial property rights arising therefrom. Should a third party claim infringement of industrial property rights vis-à-vis the Customer, the latter must inform P+Z of this immediately and indemnify it against the third-party claims. The Customer's indemnity obligation also relates to all expenses, e.g. the cost of bringing an action incurred necessarily by P+Z in connection with the claim made by a third party.

#### § 9 Termination of the Contract

- (1) Where P+Z is not responsible for the breach of duty, the Contracting Party shall have no statutory right of termination unless agreed otherwise in an individual contract.
- (2) Either of the Parties may terminate the contractual relationship with a period of notice of six (6) weeks at the end of the month, unless agreed otherwise in an individual contract. The right to termination without notice remains unaffected.
- (3) If, after concluding the Contract, facts come to the attention of P+Z which cast doubt on the Contracting Party's ability to pay, P+Z will be entitled to demand payment in full or payment of security, stipulating a reasonable period of grace, before continuing to execute the order. P+Z may withdraw from the Contract if this period has expired to no avail.

#### § 10 Agency

- (1) Should an employment relationship be established between an employee engaged by P+Z during the performance of the service and the Contracting Party, either during the performance of the service or within twelve (12) months after completing performance of the service, an agent's commission of 25% of the last agreed gross annual salary of the employee will be payable by the Contracting Party. Agreements differing from this may be made in the individual contracts.
- (2) Para. 1 above does not apply to the extent that the collaboration of the P+Z employee in the performance of the service was not the reason for the engagement on the part of the Contracting Party. The burden of proof in respect of non-causation lies with the Contracting Party.