General Terms and Conditions

A. General

1. Scope

1.1 These General Terms and Conditions (GTC) apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), for the duration of the business relationship between QUANTOM GmbH ("QUANTOM") and the client ("Client"), for all services to be provided by QUANTOM, in particular systems engineering, software and hardware development, testing, and project and configuration management. They also apply to all future transactions with the Client.

1.2 Deviating or supplementary terms of the Client become effective only if QUANTOM has previously agreed to them in writing.

1.3 The Client's contractual or performance terms do not apply even if QUANTOM does not expressly object to them in an individual case or performs services without reservation.

2. Offers and Documents

2.1 QUANTOM's offers are non-binding unless expressly designated as binding.

2.2 The Client's order constitutes a binding offer.

2.3 Cost estimates, drawings, concepts and other documents remain the property and/or copyright of QUANTOM. They may be passed on to third parties only with written consent.

2.4 Without QUANTOM's express written consent, cost estimates, drawings, concepts, specifications, source code, offers and other documents may not be used, exploited, implemented, reproduced or made accessible to third parties, in whole or in part. This applies in particular where no order is placed.

3. Preise und Zahlungsbedingungen

3.1 Prices may be agreed as a fixed price, an hourly or daily rate, on a time-and-materials basis, or as a fee – plus statutory value-added tax.

3.2 Changes to the scope of services entitle QUANTOM to adjust the remuneration. QUANTOM may suspend performance until an agreement is reached, provided the Client has been informed in writing beforehand.

3.3 QUANTOM is entitled to demand reasonable advance payments or interim invoices.

3.4 Unless otherwise agreed, invoices are payable immediately, net and without deduction.

3.5 The Client may set off or exercise a right of retention only with regard to counterclaims that are undisputed or have been finally determined by a court.

3.6 If the Client defaults on payment, QUANTOM is entitled to suspend further services until outstanding amounts (including interim payments) have been paid in full. Any agreed deadlines are extended by the duration of the interruption plus a reasonable restart period.

3.7 In the event of default, statutory default interest applies. QUANTOM may also claim the lump-sum compensation under § 288 (5) BGB where the conditions are met; the assertion of further damages remains unaffected.

4. Deadlines and Duties to Cooperate

4.1 Agreed deadlines must be met; where no deadlines are agreed, QUANTOM determines them at its reasonable discretion.

4.2 The Client provides all required documents, information and access in good time; delays are at the Client's expense.

4.3 The Client warrants that documents and data provided do not infringe the rights of third parties.

4.4 Force majeure extends performance periods appropriately; if performance becomes impossible, the obligation to perform lapses.

4.5 If the Client fails to perform its cooperation duties, or does not do so completely or on time, performance periods and agreed deadlines are extended appropriately; any additional costs are borne by the Client. QUANTOM is not responsible for resulting delays.

5. Confidentiality and Non-Solicitation

5.1 Both parties undertake to treat business and operational information of the other party as strictly confidential and to use it only for performing the order. QUANTOM may pass on information to subcontractors within the scope of the intended purpose.

5.2 The Client undertakes, during the term of the order and for 12 months after its end, not to solicit or employ any employees of QUANTOM, unless QUANTOM agrees in writing. In the event of a breach, a lump-sum compensation or placement fee is payable (amount to be agreed in the individual case; default rule: 30% of the gross annual salary, unless otherwise agreed).

The Client remains free to prove that a lower loss was incurred; QUANTOM reserves the right to prove a higher loss. In the event of a dispute, the amount of the lump sum is subject to judicial review as to its reasonableness.

6. Liability and Damages

6.1 QUANTOM is liable in accordance with the following principles.

6.2 QUANTOM is liable without limitation for intent and gross negligence.

6.3 In cases of slight negligence, QUANTOM is liable only for breach of material contractual obligations (cardinal obligations). In this case, liability is limited to the foreseeable damage typical for this type of contract.

6.4 Liability under clause 6.3 is limited in amount to the net remuneration of the respective order, but to a maximum of EUR 1,000,000 per case of damage. For continuing obligations, it is limited to the net remuneration of the last 12 months, but to a maximum of EUR 1,000,000. Any further liability is excluded.

6.5 The limitations of liability do not apply to damage arising from injury to life, body or health, where a guarantee has been given, where a defect has been fraudulently concealed, or in cases of mandatory statutory liability (e.g. product liability).

6.6 Liability for indirect damage, consequential damage, lost profit, savings not achieved, loss of production, financial loss from data loss, or restoration costs is excluded – to the extent permitted by law. For data loss, QUANTOM is liable within the scope of clauses 6.3/6.4 only if the Client has ensured, by proper data backup measures in line with the state of the art, that data can be reconstructed from data material with reasonable effort.

6.7 The limitations of liability also apply to vicarious agents, employees and governing bodies of QUANTOM.

6.8 Mandatory statutory liability, in particular liability under the Product Liability Act, remains unaffected by the above limitations of liability.

7. Rights of Use in Work Results

7.1 Upon full payment, QUANTOM grants the Client the exclusive, perpetual right to use the work results created under the order, to the extent contractually agreed.

7.2 Employee inventions and suggestions for improvement are treated in accordance with statutory provisions; upon request, QUANTOM transfers rights against release from obligations towards employees.

7.3 QUANTOM is entitled to name the order and the services rendered as a reference, provided no confidential information is disclosed; at the Client's request, this is done anonymously.

B. Special Provisions for Temporary Agency Work

8. Temporary Agency Work

8.0 Where temporary agency work is agreed, it is carried out exclusively within the framework of the applicable statutory provisions, in particular the Temporary Employment Act (AÜG), and – where required – on the basis of a corresponding permit.

8.1 QUANTOM ensures that the seconded employees are suitable for the agreed activity.

8.2 The hirer informs QUANTOM of any previous assignments or employment relationships with the employee concerned.

8.3 QUANTOM does not owe a work result; the seconded employee is not authorised to enter into legal transactions on behalf of QUANTOM.

8.4 The hirer is responsible for instruction, supervision, occupational safety and compliance with statutory regulations.

8.5 QUANTOM is not liable for the nature, scope or quality of the work performed by the employee; the hirer indemnifies QUANTOM against third-party claims.

8.6 Remuneration is based on the agreed hourly rate plus VAT; surcharges for overtime, weekend and public holiday work as agreed.

8.7 If the hirer takes on a seconded employee, separate placement arrangements (e.g. placement fee) apply, where agreed.

C. Contracts for Work and Services

9. Contracts for Work and Services

9.1 Work services are generally performed on QUANTOM's premises; exceptions are possible.

9.2 The right to give instructions to vicarious agents rests with QUANTOM; order-related execution instructions from the Client are permissible.

9.3 Acceptance: QUANTOM notifies the Client that the work is ready for acceptance. The Client must declare acceptance in writing without undue delay, at the latest within 14 calendar days of the notification of readiness for acceptance. Material defects must be notified in text form (Textform). QUANTOM is entitled to remedy defects.

9.4 Warranty: QUANTOM provides, at its choice, rectification or replacement; if repeated attempts at subsequent performance fail, the Client is entitled to price reduction, withdrawal or damages within the limits of the limitation of liability. Warranty period: 24 months, unless otherwise agreed.

9.5 Deemed acceptance: If the Client puts the work into use, or within the period under clause 9.3 neither declares acceptance nor refuses it stating material defects, the work is deemed accepted.

D. Service Contracts

10. Service Contracts

10.1 Either party may terminate service contracts in writing with 14 days' notice to the end of a month, unless otherwise agreed.

10.2 The right to terminate without notice for good cause remains unaffected.

E. Sale and Delivery of Hardware

11. Sale and Delivery of Hardware

11.1 This section applies in addition to contracts for the sale and/or delivery of hardware products ("Hardware") by QUANTOM GmbH to entrepreneurs within the meaning of § 14 BGB. Where Hardware contains software/firmware, the rights of use under clause 7 and any licence terms of the manufacturer apply to the software/firmware.

11.2 Characteristics/documents: Only the performance and product descriptions agreed in the offer, the order confirmation or the specification are decisive for the characteristics of the Hardware. For small series, minor deviations caused by technical, material or manufacturing reasons (e.g. in colour, dimensional tolerances, component revisions) are permissible, provided the agreed function and the purpose assumed under the contract are not impaired.

11.3 Customer-specific variants (small series): Where Hardware is manufactured, configured or procured to the Client's specifications, drawings, requirements or other demands, there is – apart from statutory

warranty rights – no entitlement to return, exchange or credit note. This applies in particular to special productions, individualised assemblies, customer-specific labelling and specially procured components.

11.4 Specification/approvals/design freeze: The Client provides QUANTOM with all specifications and approvals required for production in good time and in full. Where agreed, QUANTOM produces a first sample/prototype or a pre-series for approval. Upon approval (in text form, Textform), the specification is binding ("design freeze"). Changes after design freeze are deemed a change of services and may affect price, delivery time and availability; they are offered and implemented separately in accordance with clause 3.2.

11.5 Delivery/performance time: Delivery dates are binding only if expressly confirmed as binding in text form (Textform). Partial deliveries are permissible where reasonable for the Client. Where QUANTOM depends on upstream deliveries or supplies, delivery periods are extended appropriately if its own supply is not timely or proper, provided QUANTOM has entered into a congruent covering transaction and is not responsible for the delay.

11.6 Passing of risk/shipping: Unless otherwise agreed, shipping is at the Client's expense ex works/warehouse of QUANTOM. The risk of accidental loss and accidental deterioration passes to the Client upon handover of the Hardware to the forwarder/carrier. At the Client's request, QUANTOM may take out transport insurance; the costs are borne by the Client.

11.7 Retention of title: The delivered Hardware remains the property of QUANTOM until all claims arising from the business relationship have been paid in full. The Client is entitled to resell the reserved goods in the ordinary course of business; it hereby assigns to QUANTOM the resulting claims in the amount of the invoice total. QUANTOM accepts the assignment. The Client remains entitled to collect the claims until revoked. In the event of access by third parties (e.g. seizure), the Client must inform QUANTOM without undue delay.

11.8 Duty to inspect and give notice of defects (commercial sale): The Client must inspect the Hardware without undue delay after delivery and notify QUANTOM of apparent defects in text form (Textform) without undue delay. Hidden defects must be notified in text form (Textform) without undue delay after discovery. If timely inspection or notification is omitted, the Hardware is deemed approved, to the extent permitted by law.

11.9 Warranty: In the event of defects in the Hardware, QUANTOM provides, at its own choice, subsequent performance by rectification or replacement delivery. If subsequent performance fails, the Client may, within the statutory provisions, reduce the price or – in the case of material defects – withdraw from the contract. The limitation period for claims for defects is 12 months from delivery, unless mandatory statutory provisions provide otherwise or longer periods are expressly agreed. Excluded from the warranty are defects attributable to improper use, faulty assembly/integration by the Client or third parties, normal wear and tear, modifications without QUANTOM's consent, or operating environments that have not been approved.

11.10 Returns/RMA: Returns are accepted only after prior agreement (RMA) and with a description of the fault. Unjustified or unverifiable complaints may be charged according to effort. In the case of justified notices of defects, QUANTOM bears the reasonable costs of subsequent performance; otherwise the Client bears the shipping and packaging costs.

11.11 Cancellation/changes after start of production: In the event of cancellation or change requests by the Client after the start of production or procurement, QUANTOM may invoice the verifiable expenses and costs incurred up to that point (in particular material, production/set-up costs, external services, special procurements) as well as a reasonable handling fee. Customer-specific Hardware already manufactured or procured must be accepted and paid for by the Client.

11.12 Liability/product liability: Otherwise, the liability provisions of clause 6 apply to Hardware deliveries. Mandatory statutory liability, in particular under the Product Liability Act, remains unaffected.

F. Final Provisions

12. Place of Performance, Written Form, Jurisdiction, Applicable Law

12.1 The place of performance for services is the registered office of QUANTOM, the branch office, or the place where the service is rendered; the place of performance for payments is the registered office of QUANTOM.

12.2 Written form (Schriftform): There are no verbal side agreements. Written form may be satisfied by text form (Textform; simple electronic signature) or by handwritten/digital signature (eigenhändige/digitale Unterschrift) transmitted by telecommunication.

12.3 Jurisdiction: The exclusive place of jurisdiction is the registered office of QUANTOM. QUANTOM is entitled to sue the Client at any other statutory place of jurisdiction as well.

12.4 Applicable law: The law of the Federal Republic of Germany; private international law is excluded.

12.5 Amendments and additions require written form (Schriftform).

12.6 Severability clause: Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions remains unaffected. In place of the invalid provision, a provision is deemed agreed that comes closest to the economic purpose of the invalid provision.