General Terms and Conditions

FISEKON GMBH

For services and work performance in business dealings with companies, in particular technical services, consulting and engineering. Version: 26 October 2026

FISEKON GmbH, Stellmacherstr. 7, 33428 Harsewinkel OT Marienfeld, Germany · Register court: Local Court (Amtsgericht) Gütersloh, HRB 3951.

1 Scope and Contractual Basis

1.1 These General Terms and Conditions apply to contracts concluded by FISEKON GmbH (hereinafter "FISEKON") with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter "Client") for agreed services and work performance. These include, in particular, technical services, consulting, electrical design, preparation of circuit diagrams, technical documentation, revisions and supplementary engineering and project services. The specific scope of services is determined exclusively by the respective contract. For orders with an agreed work result, the provisions intended for this purpose apply in addition. These GTC do not apply to consumers. Special statutory requirements for individual activities remain unaffected.

1.2 These GTC become part of the contract by agreement and, where incorporated accordingly, also apply to future contracts of the same kind. Conflicting or supplementary terms and conditions of the Client apply only if FISEKON expressly agrees to their application. Knowledge of such terms or the unconditional performance of services does not in itself constitute consent. In the event of conflicting terms, the content of the contract is governed by the statutory provisions.

1.3 Individual agreements take precedence over these GTC. The scope of services is determined by the agreed offer or the agreed order confirmation, including the service descriptions and annexes expressly incorporated therein, in the version agreed in each case. An order confirmation deviating from the offer or the order does not change the content of the contract merely because the Client remains silent; the statutory particularities of commercial letters of confirmation remain unaffected. Unless otherwise agreed, the specific service definitions of the individual order take precedence over general technical specifications and these GTC. Contradictions shall be clarified before the affected service is performed.

1.4 Temporary agency work and personnel placement are not subject matter of these GTC. For the independent sale of hardware as well as for construction work and building-related planning or supervision services, it shall be examined before the order is placed whether supplementary contractual terms are required. Insofar as an order is, by its actual content, subject to special statutory provisions, in particular construction contract law or the provisions on architects' and engineers' contracts, these remain applicable.

2 Offer and Conclusion of Contract

2.1 Offers are non-binding unless they are expressly designated as binding or contain a period of validity. A contract is concluded by acceptance of a binding offer, by order confirmation from FISEKON or by mutually agreed commencement of performance.

2.2 Scope of the order, prices, deadlines, delivery formats and technical baselines should be documented in text form, in particular by email. Individual agreements remain effective irrespective of their form, unless a statutory form is prescribed.

2.3 FISEKON retains existing rights to pre-contractual concepts, calculations and other own documents. The Client may use them to evaluate the offer and make them available to its advisers who are bound to confidentiality. Use for execution by third parties requires a separate agreement.

3 Services and Agreed Work Results

3.1 Where consulting and electrical design support are commissioned as a service, FISEKON owes the professional performance of the activities described in the offer to the agreed extent. A specific overall technical,

economic or schedule-related success of the customer project is not owed thereby, unless it forms part of the agreed scope of services. Responsibility for the careful performance of its own services remains.

3.2 Whether a service contract (Dienstvertrag) or a contract for work (Werkvertrag) exists depends on the specific content of the contract. The designation as a “service offer” and invoicing by hours, days or a lump sum are not in themselves decisive. If, for example, the complete transfer of a specific circuit diagram including defined reports and delivery files is owed as a result, the statutory provisions on contracts for work and the supplementary provisions of these GTC apply. In the case of mixed orders, the agreed performance obligations and their interrelation are decisive.

3.3 The scope of services is determined in particular by the scope of the plant, the document list, revision status, language, software version, interfaces and agreed checks. Parts data maintenance, reports, translations, calculations, data conversions, on-site surveys and subsequent as-is revisions are owed to the extent expressly agreed. Obligations arising from contracts between the Client and its customers, in particular approval, archiving, availability or warranty obligations, are assumed only insofar as they have been specifically made part of the contract between FISEKON and the Client. The mere communication of such customer requirements does not extend the order.

4 Technical Basis and Existing Documentation

4.1 FISEKON performs the agreed services professionally, observing the relevant statutory requirements and the generally recognised rules of technology. The Client must name and make available special company standards, customer specifications and target markets in good time. FISEKON takes into account changes to binding requirements insofar as they are relevant to the service owed. Resulting changes in effort, remuneration and deadlines are handled in accordance with Clause 6 and the statutory provisions; establishing the conformity with the contract originally owed is not an additional service to be remunerated separately.

4.2 In the case of the mere transfer or revision of existing drawings, the agreed document status forms the basis for the work. A comparison with the actual condition of the plant, a complete redesign or a comprehensive check of plant sections not worked on is owed only if expressly agreed.

4.3 A mere transfer of drawings certifies neither the actual condition of the plant nor the safety of the overall plant. FISEKON’s responsibility for the correctness of its own contractually owed services remains unaffected.

4.4 CE conformity assessment, risk assessment, design or validation of safety functions, inspections under special regulations, construction supervision and acting as the responsible qualified electrician (verantwortliche Elektrofachkraft) form part of the services only if commissioned accordingly. FISEKON’s existing statutory obligations as well as its duties to examine and to give notice remain in place.

4.5 A guarantee of the long-term availability of components or software and ongoing obsolescence management are assumed only if expressly agreed. FISEKON will point out discontinuations that become apparent during the work and are relevant to the order.

4.6 When working in EPLAN, ELCAD or WSCAD, the agreed software version, the template project provided and its master data and report runs are used as the basis, unless otherwise agreed. The adoption of representation, identification and report logic is governed by the offer; systematic differences are agreed before any adjustment. An error check of the software used that is completely free of messages is owed only if agreed accordingly. Check messages are assessed on a technical basis; actual errors within the owed scope of work shall be remedied. This does not limit the responsibility for professional work and for any agreed defect-free result.

5 Cooperation and Review by the Client

5.1 The Client shall provide the documents and information required for the order completely, in the agreed version and in good time. Depending on the order, these include native project data and backups, marked-up changes, functional descriptions, component and interface data, company standards as well as required access and licences. The Client shall name contact persons authorised to take decisions and coordinate feedback from its stakeholders.

5.2 FISEKON requests required cooperation in good time. The Client shall answer technical queries and grant required approvals within the agreed period or, failing that, within a period reasonable in the circumstances.

Where effects on deadlines are imminent, FISEKON will point out the decision required and the consequences of a delay.

5.3 The Client shall promptly check interim results provided for conformity with the requirements it is to supply and report recognisable errors, contradictions and changes, bundled where possible. This review does not replace FISEKON's own quality control. Silence or an interim approval neither automatically constitutes acceptance nor leads to the loss of statutory rights in respect of defects.

5.4 The Client shall ensure that FISEKON may use the data and documents provided for the order and process them to the agreed extent. In the event of alleged infringements of intellectual property rights, the parties shall inform each other without undue delay and coordinate the legal defence. The Client shall indemnify FISEKON against justified third-party claims and necessary, reasonable legal defence costs insofar as these are based on an infringement of intellectual property rights by the data or documents provided for which the Client is responsible. FISEKON shall not acknowledge such claims or enter into a settlement regarding them without the Client's consent; consent shall not be unreasonably withheld. The indemnity does not apply insofar as FISEKON is itself responsible for the infringement.

5.5 The Client shall ensure that the data sets provided for the order are clearly identified and that changes are communicated in a traceable manner. To the extent known to it, the Client shall point out safety-relevant particularities and special environmental or operating conditions. Technical approvals are granted by a contact person authorised to do so. An approval does not extend the scope of services and does not release FISEKON from its own breaches of duty.

6 Changes and Additional Services

6.1 Changes compared with the agreed status of services and revisions are assessed with regard to effort, price, deadlines and interfaces. These include, in particular, new revisions, additional pages or plants, changed components and subsequent customer requirements. FISEKON gives notice of foreseeable additional effort before it is carried out and, where necessary, submits a supplementary offer.

6.2 Additional services are carried out after agreement on the scope of services, remuneration and effects on deadlines; the agreement should be documented in text form. Without agreement, the previously agreed scope of services remains decisive. FISEKON continues services not affected thereby insofar as this is technically possible and reasonable for the Client. If an affected service cannot be continued professionally because of a change request or unclarified specifications, FISEKON will inform the Client of the need for clarification and the foreseeable consequences and may suspend this service until the necessary clarification, provided the statutory requirements are met. Statutory rights to issue instructions, to remuneration and to refuse performance remain unaffected.

6.3 The remedying of defects or other non-conforming performance for which FISEKON is answerable under the contract or by law is not an additional service subject to remuneration and is not limited by an agreed number of coordination or correction loops. For services, the remedy owed is governed by Clause 13.5. Customer validations and approval loops without a change to the agreed scope of services are included in the number specified in the offer or, in the absence of such specification, with one bundled coordination loop per agreed revision status. Subsequent changes to requirements and coordination commissioned beyond this are handled in accordance with Clauses 6.1 and 6.2. FISEKON will point out before starting if a requested piece of work triggers a need for additional remuneration.

7 Deadlines and Interruptions

7.1 Binding deadlines are agreed as such. Stated processing times presuppose the timely provision of the required documents, access and decisions. FISEKON informs the Client without undue delay of recognisable obstacles and their likely effects.

7.2 Delays caused by missing cooperation, agreed changes or interruptions initiated by the Client postpone the affected deadlines by the demonstrable period of the hindrance plus a necessary reasonable restart period. This does not apply insofar as FISEKON is itself responsible for the delay. The parties shall agree on further scheduling.

7.3 If the Client is in default of acceptance with regard to agreed services, FISEKON may, subject to the requirements of Section 615 BGB, claim the agreed remuneration for the services not rendered without being obliged to render them subsequently. Expenses saved as well as other earnings and earnings maliciously

not obtained shall be credited in accordance with that provision. In the case of work performance, FISEKON may claim reasonable compensation subject to the requirements of Section 642 BGB. Separately commissioned additional processing and restart effort is remunerated in accordance with Clause 6. Statutory claims for culpable breach of duties to cooperate remain unaffected; the same disadvantage shall not be compensated more than once.

7.4 In the event of force majeure or comparable events beyond the control of the affected party which could not be avoided even with reasonable precautions, the affected deadlines are extended appropriately. The affected party shall inform the other party without undue delay and mitigate the consequences as far as reasonable. In the event of a prolonged hindrance, the parties shall agree on how to proceed. Statutory rights of withdrawal and termination remain unaffected. A general shortage of staff or customary technical disruptions do not in themselves constitute force majeure.

8 Remuneration and Records of Effort

8.1 The agreed fixed prices, hourly or daily rates plus statutory value added tax apply. A daily rate covers eight working hours unless otherwise specified in the order. Additional hours are charged only if commissioned accordingly or on a statutory basis.

8.2 Estimates of effort are not fixed prices unless expressly agreed as such. Agreed budget caps shall be observed. If a significant overrun of an estimate becomes apparent, FISEKON informs the Client in good time and agrees on how to proceed. Such information alone does not constitute a budget release.

8.3 Where invoicing is based on time spent, FISEKON documents the hours actually worked with a traceable allocation to activities. FISEKON provides separate activity and time records to the Client only upon the Client's request. Regular or automatic transmission with the invoice is not agreed. Statutorily required information and evidence for invoicing, in particular for instalment payments under Section 632a BGB, remain unaffected. The Client shall check the records submitted promptly and should communicate specific objections within ten working days of their receipt, insofar as this is reasonable for it in view of their scope and verifiability. FISEKON explains justified queries. Silence neither constitutes acknowledgement of the records nor acceptance nor the loss of objections. The statutory burden of presentation and proof remains unchanged.

8.4 Travel time, travel costs, overnight accommodation, meal allowances and surcharges for special working hours are charged in accordance with the travel expense and remuneration arrangement agreed in advance. In the absence of such an agreement, FISEKON's price list valid at the time the contract is concluded applies, provided it was made available to the Client before conclusion of the contract. Otherwise, for commissioned on-site assignments, necessary travel costs are charged at EUR 0.52 per kilometre driven, necessary accommodation costs as per receipt, necessary additional meal expenses at the applicable tax flat rates for meal allowances and necessary travel time at 50 % of the agreed hourly rate. Further lump sums or surcharges require an agreement. All amounts are exclusive of statutory value added tax, where applicable. Changes to agreed prices require an agreement; the price escalation agreed at the conclusion of the contract under Clause 8.5 remains unaffected.

8.5 For services remunerated by the hour or day, the following price escalation, fixed at the conclusion of the contract, applies unless otherwise agreed in the individual order: The agreed net hourly or daily rate remains unchanged for the first twelve months from the start of performance agreed for the respective individual or framework agreement. If no start of performance has been agreed, the actual start of performance is decisive. After expiry of this twelve-month period and thereafter after each further twelve months, the most recently applicable net hourly or daily rate increases by 3 %. The new rate is rounded commercially to two decimal places and applies exclusively to services rendered from the respective effective date. FISEKON notifies the Client of the new rate and the effective date in text form at least four weeks in advance. If the notification is received later, the higher rate applies only four weeks after its receipt; the further annual effective dates remain unchanged. If a notification is not given, the increase does not lapse; omitted steps may be combined in a later notification. The new rate then results from all steps reached up to that point and likewise applies only four weeks after receipt of the notification. This also applies if increases thereby fall close together in time. A retroactive increase is excluded. The escalation does not establish any unilateral discretion to set further increases. Fixed prices, lump-sum remuneration for a defined service result, agreed budget caps and services already rendered remain unaffected. The increase does not apply to services that should have been rendered before the effective date, insofar as FISEKON is responsible for their later performance. In the case of framework agreements, the escalation applies to the hourly and daily rates agreed

therein; an individual call-off does not restart the adjustment period. For existing contracts, the escalation becomes effective only on the basis of a corresponding amendment agreement.

9 Invoicing and Payment

9.1 Unless otherwise agreed, services are invoiced monthly after performance on the basis of the agreed hourly, daily or lump-sum remuneration. Acceptance under the law on contracts for work is not required for pure services. Claims to remuneration in the event of default of acceptance under Clause 7.3 remain unaffected. In the case of work performance, FISEKON may demand instalment payments under Section 632a BGB in the amount of the value of the contractually owed services rendered and shall provide verifiable evidence thereof. The final remuneration becomes due upon acceptance, unless another statutory rule on due date applies; the payment period under Clause 9.2 requires receipt of the invoice. Statutory rights of retention remain unaffected. Different payment schedules may be agreed.

9.2 Invoices are payable without deduction within ten calendar days of receipt, provided the statutory or agreed conditions for due date are met. The decisive factor is the crediting of the amount to the account specified by FISEKON. A cash discount is granted only if expressly agreed. This requires that the justified invoice amount is received by FISEKON within the discount period and that the other agreed conditions are fulfilled. The Client's obligation to pay does not depend on receipt of payment from its customers.

9.3 Upon expiry of the agreed payment period, the Client is in default of payment in accordance with Section 286 BGB without further reminder; Section 286 (4) BGB remains unaffected. In the event of default, the Client owes on claims for payment the statutory default interest of nine percentage points above the respective base rate of interest as well as the statutory lump sum of EUR 40 under Section 288 (5) BGB. Any further proven damage caused by default remains recoverable; the lump sum is credited in accordance with the law. After prior notice and fruitless expiry of a reasonable payment period, FISEKON may withhold further services to the extent permitted by law and proportionate. The Client's justified objections and rights to refuse performance remain unaffected.

9.4 The Client may set off undisputed or legally established claims as well as counterclaims arising from the same contractual relationship. The Client may assert a right of retention only on the basis of claims arising from the same contractual relationship; statutory rights to refuse performance arising from the same contractual relationship, in particular on account of defects, remain unaffected.

9.5 If, after conclusion of the contract, it becomes apparent that FISEKON's claim to counter-performance is jeopardised by the Client's lack of ability to perform, FISEKON may refuse its own advance performance subject to the requirements of Section 321 BGB. This right lapses if the counter-performance is effected or adequate security is provided. FISEKON may set a reasonable period for performance concurrently with counter-performance or for the provision of security, at the Client's choice. Further rights are governed by Section 321 BGB.

9.6 FISEKON issues invoices as electronic invoices within the meaning of Section 14 of the German VAT Act (UStG) in a structured format complying with the European standard EN 16931, in particular as XRechnung or ZUGFeRD, insofar as this is required by law or agreed; otherwise, FISEKON may also transmit invoices in another permissible form, in particular by email. No later than when placing the order, the Client shall notify FISEKON of the email address or other receiving address for electronic invoices, its purchase order number or any other reference it requires and, in the case of public-sector clients, the routing ID (Leitweg-ID), and shall inform FISEKON of any subsequent changes. If a proper invoice has been received by the Client, difficulties on the Client's side in allocating or processing it internally do not extend the payment period under Clause 9.2. In all other respects, receipt of the invoice and the occurrence of default are governed by the statutory provisions.

10 Organisation and On-Site Work

10.1 FISEKON organises the performance of services on its own responsibility and selects suitable staff. Personal performance by specific persons is owed only if expressly agreed. FISEKON may engage subcontractors who are professionally qualified and bound to confidentiality, insofar as agreed confidentiality, data protection or security requirements do not preclude this. FISEKON remains responsible for the performance of the contract.

10.2 Personnel-related instructions, deployment planning and supervision of staff remain with FISEKON. Technical project coordination and requirements regarding the result are handled through the designated contact

persons. On-site assignments are organised in such a way that independent performance of services is maintained. The Client does not issue instructions under employment law to FISEKON's staff and does not integrate them into its work organisation. Both parties ensure that the actual performance corresponds to the agreed contractual model.

10.3 The Client provides the operational conditions, access, contact persons and safety briefings agreed for on-site work. Both parties fulfil their respective occupational health and safety obligations. In the event of specific significant hazards, the affected work may be interrupted until clarified. Cost consequences are determined by responsibility and by law.

10.4 Confidential personnel, remuneration and organisational information that becomes accessible in the course of the cooperation may be used only for the performance of the contract. In particular, it may not be used for recruiting staff in breach of confidentiality. Statutory claims for unfair obstruction or for unlawful acquisition, use or disclosure of trade secrets remain unaffected. During the cooperation and for twelve months after its end, the Client shall not actively solicit FISEKON employees who were deployed on projects for the Client. Applications made on the employee's own initiative, in particular in response to general job advertisements, remain unaffected.

11 Delivery and Data Formats

11.1 Results are provided in the agreed formats and via the agreed transmission channel. Whether native project data from EPLAN, ELCAD or WSCAD, editable files, libraries and backups are owed depends on the agreed service description and the agreed intended use. Any further handover of internal working tools and independent standard libraries is not owed. The files and rights required for use in accordance with the contract and for agreed further processing remain unaffected. The agreed software version and the defined delivery status are decisive.

11.2 Transfer to other software versions or systems, including the post-processing required for this, is included only to the agreed extent. FISEKON carries out agreed data conversions professionally and checks them to the contractually owed extent. Recognisable limitations and losses of information are communicated.

11.3 Preliminary work statuses are marked as such. Approval statuses intended for manufacturing or commissioning are agreed. Marking as a draft does not release FISEKON from responsibility for an expressly permitted use of that status. If the Client uses statuses that have not been approved or are marked as preliminary for manufacturing or commissioning without FISEKON's consent, the resulting shares of damage for which the Client is responsible are taken into account in accordance with Section 254 BGB. FISEKON's own breaches of duty and Clause 14 remain unaffected.

11.4 The preparation of as-built documentation after manufacturing or commissioning requires the corresponding order and the provision of the actual changes. Ongoing updating, permanent provision for download or archiving beyond statutory obligations requires a separate agreement. The Client independently backs up the final versions handed over to it; FISEKON's own backup and retention obligations remain in place.

12 Records of Performance and Supplementary Provisions on Acceptance

12.1 There is no acceptance under the law on contracts for work for pure services. Activity and time records serve documentation and invoicing purposes. The handover of work statuses or documents prepared during the activity does not in itself give rise to a separate obligation to achieve a result; any obligation to achieve a result arising from the specific content of the contract remains unaffected. Clauses 12.2 to 12.5 apply only to services owed under a contract for work.

12.2 FISEKON gives notice of completion and makes the agreed results available for review. The Client declares acceptance within a period appropriate to the scope and the necessary review. For smaller documentation orders, ten working days should generally suffice; longer review periods that are necessary are taken into account.

12.3 Acceptance may not be refused on account of insignificant defects. Defects and reservations identified are documented. After completion and provision of the service owed, FISEKON may set a reasonable period for acceptance. If the Client does not refuse acceptance within this period, stating at least one defect, the service is deemed accepted in accordance with Section 640 (2) BGB. FISEKON points out this consequence in the request for acceptance. A refusal of acceptance must indicate which defect the Client is asserting; a conclusive technical root-cause analysis is not required for this.

12.4 Review or approval by an end customer replaces acceptance by the Client only if expressly agreed. Without such an agreement, acceptance does not depend on acceptance or payment by the Client's customer. Interim approvals and time records do not in themselves constitute acceptance. Partial acceptances require a separate agreement or a statutory basis.

12.5 Implied acceptance by conduct remains possible in accordance with the statutory requirements. Productive use or use for manufacturing does not in itself constitute automatic acceptance after a fixed period. The decisive factor is whether the Client, after a reasonable opportunity for review, recognisably expresses through its conduct that it approves the service as essentially in conformity with the contract. Agreed tests, trials and uses solely to mitigate damage do not in themselves constitute acceptance. FISEKON may carry out the procedure under Clause 12.3 independently of this.

13 Defects and Irregularities in Performance

13.1 For work performance, the statutory rights in respect of defects apply, supplemented by these GTC. The Client describes identified defects as comprehensibly as possible and provides the necessary files, messages and test results. The Client notifies identified defects without undue delay; statutory duties to inspect and give notice of defects remain unaffected.

13.2 FISEKON is given the opportunity, to the extent provided for by law, to render subsequent performance within a reasonable period and, in the case of work performance, may choose between remedying the defect and producing a new work in accordance with Section 635 BGB. FISEKON bears the costs of subsequent performance owed by law. The Client provides the information, files and access necessary for review and rectification. Before self-remedy or engaging third parties, a period for subsequent performance required by law must be set; statutory exceptions, in particular in cases of unreasonableness or urgent danger, remain in place. After an unsuccessful or dispensable setting of a period, the Client is entitled to the statutory rights. Damages are additionally governed by Clause 14.

13.3 Changes made by the Client or third parties exclude rights in respect of defects only insofar as the asserted defect is based on these changes. The same applies to unsuitable specifications or faulty materials or information provided by the Client. FISEKON's own duties to examine and to give notice as well as any contributory fault on the part of FISEKON remain taken into account.

13.4 Claims for defects in respect of work performance become time-barred one year after the statutory commencement of the limitation period. The shortening does not apply to claims in the cases of Clause 14.1, to claims under expressly assumed guarantees in accordance with their content, or to buildings and related planning or supervision services within the meaning of Section 634a (1) no. 2 BGB; in these cases, the statutory limitation periods or the validly agreed guarantee periods apply. Mandatory special statutory provisions and recourse claims remain unaffected. Statutory provisions on suspension, suspension of expiry and recommencement of the limitation period are not changed.

13.5 For services, claims for improper performance are governed by the statutory provisions and Clause 14. The Client informs FISEKON of identified irregularities in performance and allows reasonable remedial action, insofar as this is possible and reasonable given the nature of the service. No warranty under the law on contracts for work is agreed for pure services; statutory claims for breaches of duty remain in place. Clauses 13.1 to 13.4 relate to work performance.

13.6 FISEKON's statutory claims on account of a culpably unjustified notice of defects remain unaffected. If the examination shows that there is no defect for which FISEKON is answerable, and the Client could have recognised this with reasonable effort, FISEKON may charge the examination effort at the agreed hourly rates. If an investigation outside the owed examination of defects is to be carried out as an additional service, FISEKON informs the Client of the remuneration in advance and obtains the order.

14 Liability

14.1 FISEKON is liable without limitation in cases of intent and gross negligence, culpable injury to life, body or health, fraudulent concealment of a defect, under the German Product Liability Act (Produkthaftungsgesetz) and under other mandatory statutory grounds of liability. An expressly assumed guarantee remains unaffected in accordance with its content.

14.2 In cases of simple negligence, FISEKON is liable for the breach of material contractual obligations, limited to the foreseeable damage typical for the contract at the time the contract was concluded. Material

obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Client may regularly rely. Otherwise, liability for simple negligence is excluded. Clause 14.1 remains unaffected.

14.3 The above provisions apply, irrespective of the legal grounds, also to claims for reimbursement of futile expenses and in favour of FISEKON's legal representatives, employees and vicarious agents. Statutory rules on the burden of proof are not changed.

14.4 Both parties observe their statutory obligations to avoid and mitigate damage. The Client shall inform FISEKON in good time of any risk of unusually high damage that is recognisable to the Client and that FISEKON neither knows nor must know, in particular in the case of special downtime or outage risks. Contributory responsibility, for example where specific warnings are ignored or necessary data backups are culpably omitted, is taken into account in accordance with Section 254 BGB. A reduction on account of a missing data backup requires that the backup was the Client's responsibility, was reasonable for the Client in the circumstances and that its omission contributed to causing or increased the damage. FISEKON's own agreed or statutory backup, protection and recovery obligations remain in place. Otherwise, Clauses 14.1 to 14.3 apply.

15 Rights of Use and Reusable Components

15.1 The Client receives the simple rights of use, unlimited in time and territory, to the results created by FISEKON that are required for the agreed contractual purpose. They comprise use, reproduction and modification for the commissioned plant or the agreed project as well as disclosure in accordance with Clause 15.2. Use for series production, follow-up plants or further sites is included only insofar as agreed. Exclusive rights require an express agreement. The final grant is subject to the condition precedent of full payment of the remuneration attributable to the respective result. Until then, use in accordance with the contract is permitted on the basis of a provisional right of use in accordance with Clause 15.5.

15.2 For this purpose, the Client may pass on results to its customers, plant operators and third parties commissioned with manufacturing, operation, maintenance or modification and allow them the use and modification required for this. These recipients shall be bound to confidentiality where necessary. Any further separate marketing of reusable FISEKON libraries or standard modules is not permitted without an agreement.

15.3 Existing methods, templates, macros, libraries and general know-how developed independently of the individual order remain with FISEKON. Insofar as such components are incorporated into a result, the Client receives the rights necessary for use in accordance with the contract. Confidential customer content is not used for other orders. Rights to materials provided by the Client remain with the respective right holders; third-party software is subject to its disclosed licence terms.

15.4 The Client may use results provided for the purpose of review for acceptance and for agreed tests and approvals even before the final result is handed over. Permission for productive use before completion of the service requires an agreement. Special rights to inventions and software are agreed separately where required; mandatory statutory rights of use remain in place.

15.5 If the Client is in default with a payment due for the result concerned, FISEKON may, after a reasonable payment period has expired without success and after prior warning, revoke the provisional right of use for new manufacturing and new project deployments with effect for the future. This applies only insofar as the payment arrears are not insignificant and the Client cannot assert a justified right to refuse performance. Further use for the safe operation, maintenance and repair of plants already erected, including the modifications required for this, remains permitted. Rights already granted to third parties are not removed retroactively. The restriction lapses upon full payment. Mandatory statutory rights of use remain unaffected.

16 Confidentiality and Data Protection

16.1 Both parties treat technical and business information of the other party that is marked as confidential or recognisably confidential as confidential and use it only for the performance of the contract. This includes, in particular, drawings, project data, programs, access data, calculations and customer data. Access is granted only to persons who need it for the order and are bound to confidentiality accordingly. The disclosure of results in accordance with Clause 15.2 remains permitted.

16.2 This does not cover information that was demonstrably already lawfully known, becomes public without breach of contract, was lawfully obtained from third parties or was developed independently. Disclosures

required by law remain permissible; the other party will be informed in advance, insofar as legally permissible.

16.3 Confidentiality continues to apply after the end of the contract for as long as there is a legitimate interest in secrecy. FISEKON may use the Client's company name as a reference in a manner customary in the industry, in particular on its own website, in presentations and on its own social media channels. Only the business relationship and the general nature of the services rendered are stated. FISEKON uses the Client's logo only after the Client's approval in text form and in compliance with any design specifications communicated. Project details, documents, images of plants or premises and names of end customers are published only with the Client's prior consent in text form. No reference is made insofar as the business relationship or its mention is subject to a confidentiality obligation. The Client may object to being named at any time in text form with effect for the future and may likewise revoke an approval to use its logo. FISEKON then removes the reference or logo from media controlled by FISEKON within a reasonable period.

16.4 The parties comply with the data protection provisions applicable to them and agree on necessary technical and organisational protective measures. Insofar as processing on behalf of a controller takes place, they conclude an agreement in accordance with Article 28 GDPR before the start. These GTC do not replace such an agreement. Special requirements regarding data location, remote access or external services are agreed before the start of the project.

16.5 Unless otherwise agreed, FISEKON may use cloud services and software, including AI-based tools, to perform the services, for example for translation, text editing, analysis or programming support. Agreed provisions on data protection, confidentiality and sub-processing take precedence over this clause. Confidential information and personal data of the Client are entered only into services whose providers are bound to confidentiality, do not use the data entered to train their own or third-party AI models under the agreements made with them and the settings selected, and, where required, meet the requirements of Articles 44 et seq. GDPR on transfers to third countries. The Client's data is not used to train AI models without the Client's prior consent in text form. Content generated with AI tools is reviewed by qualified FISEKON staff before it is used; FISEKON's responsibility for the services remains unaffected. Insofar as FISEKON processes personal data on behalf of the Client, the engagement of further processors, their prior authorisation, information about changes and the Client's right to object are governed by the agreement pursuant to Article 28 GDPR; the providers used and the processing locations are listed there in a separate overview. In all other respects, FISEKON informs the Client upon request which cloud and AI services are used for the order and in which countries the data is processed. If, after conclusion of the contract, the Client excludes the use of specific services or requires processing exclusively within the EU or EEA by notice in text form, FISEKON implements this within a reasonable transition period; any resulting additional effort is handled in accordance with Clause 6, and affected deadlines are postponed in accordance with Clause 7.2.

17 Term and Termination

17.1 One-off project contracts end upon fulfilment of the agreed services, insofar as no continuing obligations exist. The term, notice periods and scope of services of maintenance, revision or framework agreements are specified in the respective contract. Unless agreed accordingly, a framework agreement establishes neither a minimum purchase obligation nor an obligation to keep capacity permanently available.

17.2 Unless otherwise agreed, a service contract concluded for an indefinite period may be terminated by either party with ordinary notice of four weeks to the end of a month. In the case of fixed-term service contracts, ordinary termination is permissible only if agreed or provided for by law. Statutory rights of termination, in particular termination under Section 627 BGB where applicable in the individual case, are not excluded by this provision. The remuneration and damages consequences of termination are governed by the statutory provisions, in particular Section 628 BGB where applicable.

17.3 In the case of contracts for work, the Client's right of termination for convenience under Section 648 BGB and termination for good cause under Section 648a BGB remain unaffected. If the Client terminates for convenience under Section 648 BGB, FISEKON may claim the agreed remuneration less the expenses saved and other earnings to be credited by law. The statutory presumption of 5 % of the remuneration attributable to the part of the work not yet performed remains applicable; a higher or lower claim may be proven in accordance with the statutory rules.

17.4 Notices of termination should be given in text form, unless the law requires a stricter form. The right of both parties to extraordinary termination remains unaffected. Before termination on account of remediable breaches of duty, a period for remedy required by law must be set.

17.5 Upon termination of the contract, FISEKON hands over the results owed up to that point and provides information on the status of the work. Outstanding services, return of data and access are coordinated. Claims to remuneration and statutory rights of retention remain in place. Unfinished work statuses are marked as such. Confidentiality obligations, rights of use and statutory retention obligations continue to apply in accordance with their content.

17.6 If, under a contract for work, the Client fails to provide cooperation necessary for performance, FISEKON may, in accordance with Section 643 BGB, set a reasonable period for making up for it and declare that the contract shall be deemed cancelled if the period expires without result. The statutory requirements and invoicing consequences remain decisive. For services, corresponding termination rights are governed by the statutory provisions; automatic termination of the contract solely due to a delay in cooperation is not agreed.

18 Final Provisions

18.1 German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory statutory provisions remain unaffected.

18.2 If the Client is a merchant, a legal entity under public law or a special fund under public law, the court having local and subject-matter jurisdiction for FISEKON's registered office has exclusive jurisdiction for disputes arising from the contractual relationship. FISEKON may also sue the Client at the Client's general place of jurisdiction. Statutory exclusive places of jurisdiction and overriding mandatory rules on international jurisdiction remain unaffected. For other clients, the statutory rules on jurisdiction apply.

18.3 Should individual provisions not have been incorporated or be invalid, the consequences are governed by Section 306 BGB. They are replaced by the statutory provisions. In all other respects, the contract remains in force in accordance with the law.

18.4 Working days within the meaning of these GTC are Monday to Friday, excluding public holidays at FISEKON's registered office.

18.5 These GTC are also available in English. In the event of any discrepancy between the German and the English version or any question of interpretation, the German version alone shall prevail.