

"General Repair and Assembly Conditions of Maximator Hydrogen GmbH"

I. Validity of the "General Repair and Installation Conditions of MAXIMATOR HYDROGEN GmbH"

1. All repairs and/or assembly of machines or machine parts by MAXIMATOR HYDROGEN GmbH, Petriblick 2, 99734 Nordhausen, Germany (hereinafter: "MAXIMATOR HYDROGEN") are subject to these "Repair and Assembly Conditions of MAXIMATOR HYDROGEN GmbH (as of July 2024)" (hereinafter: "Repair and Assembly Conditions"), unless otherwise agreed by the parties.
2. Verbal commitments made by MAXIMATOR HYDROGEN prior to the conclusion of the contract are not legally binding, and oral agreements between the parties are replaced by the written contract, unless they expressly state that they continue to be binding. Additions and amendments to the agreements made, including these repair and assembly conditions, must be made in writing in order to be effective. Transmission by fax is sufficient to comply with the written form, but otherwise telecommunication transmission, in particular by e-mail, is not sufficient.
3. General terms and conditions of the customer or third parties do not apply, even if MAXIMATOR HYDROGEN does not separately object to their validity in the individual case. Even if MAXIMATOR HYDROGEN refers to a letter containing or referring to the general terms and conditions of the customer or a third party, this does not imply acceptance of the validity of these general terms and conditions.

II. Customer's Obligations to Cooperate

1. The customer must provide reasonable support to the personnel of MAXIMATOR HYDROGEN in carrying out the installation or repair at the customer's expense.
2. The customer must take the necessary measures to protect persons and property at the assembly or repair site. He shall also inform MAXIMATOR HYDROGEN of existing special safety regulations to the extent that they are relevant to MAXIMATOR HYDROGEN personnel. He notifies MAXIMATOR HYDROGEN of violations of such safety regulations by MAXIMATOR HYDROGEN assembly personnel. In the event of serious violations, he may refuse the offender access to the assembly or repair area in consultation with MAXIMATOR HYDROGEN.
3. The customer's technical assistance must ensure that the repair or assembly work can be started immediately after the arrival of MAXIMATOR HYDROGEN personnel and can be carried out without delay. To the extent that special plans or instructions from MAXIMATOR HYDROGEN are required, MAXIMATOR HYDROGEN will make them available to the customer in a timely manner.
4. If the Customer does not comply with its obligations, MAXIMATOR HYDROGEN shall be entitled, but not obliged, to carry out the actions incumbent on the Customer in its place and at the Customer's expense after the deadline has been set. In all other respects, the statutory rights and claims of MAXIMATOR HYDROGEN remain unaffected.

III. Implementation and delay of work

1. With the exception of public holidays in Thuringia and unless otherwise agreed, MAXIMATOR HYDROGEN provides assembly and repair services from Monday to Friday from 07:00 – 17:00.
2. The information on assembly and repair times is based on estimates and is therefore not binding. The customer can only demand the agreement of a binding assembly or repair period, which must be described as binding, when the scope of the work has been precisely determined. In the case of additional and extension orders placed later or in the event of necessary additional work, a bindingly agreed assembly or repair period shall be extended accordingly.
3. In the event of force majeure, such as operational disruptions, transport delays, measures in the context of industrial disputes, in particular strikes and lockouts, epidemics and pandemics (declarations/recommendations of the Federal Foreign Office/WHO are considered indications, such as

in the case of Corona) including and/or official orders, as well as in the event of non-delivery, or incorrect or late delivery by MAXIMATOR HYDROGEN's suppliers, regardless of the reason (reservation of self-supply), and in the event of other impediments to performance for which MAXIMATOR HYDROGEN is not responsible and which were not foreseeable at the time the contract was concluded, MAXIMATOR HYDROGEN may extend the performance by the duration of the hindrance and a reasonable start-up period thereafter. If such events make it significantly more difficult or impossible for MAXIMATOR HYDROGEN to perform and the obstruction is not only temporary, MAXIMATOR HYDROGEN is entitled to withdraw from the contract. If, as a result of the delay, the customer cannot reasonably be expected to accept or accept the service, he may withdraw from the contract by means of an immediate written declaration to MAXIMATOR HYDROGEN.

4. If the Customer does not wish to make use of a contractually agreed repair or installation ("Cancellation") despite the lack of a legal right to do so after conclusion of the contract but before the service/start of the service ("Cancellation") and MAXIMATOR HYDROGEN accepts this cancellation, the Customer shall pay MAXIMATOR HYDROGEN a cancellation fee in the amount of 20% of the net value of the agreed service, provided that a flat rate price had been agreed for this service,
5. In the case of commissioned services for which no lump sum price has been agreed in advance, the customer must pay a lump sum of EUR 1000 in the event of a cancellation as (partial) performance damage. The customer is entitled to prove that MAXIMATOR HYDROGEN has suffered no damage at all or only a lesser damage than the above lump sum.

IV. Decrease

1. Insofar as the assembly or repair contract is a contract for work, the customer is obliged to accept the assembly or repair as soon as he has been notified of its completion and any contractually stipulated testing of the assembled or repaired object has taken place. If the installation or repair proves to be not in accordance with the contract, MAXIMATOR HYDROGEN is obliged to remedy the defect. This does not apply if the defect is based on a circumstance attributable to the customer. If there is a non-material defect, the customer cannot refuse acceptance.
2. If the acceptance is delayed through no fault of MAXIMATOR HYDROGEN, the acceptance shall be deemed to have taken place after two weeks have elapsed from the notification of the completion of the installation or repair.

V. Terms of payment

1. Assembly services and repair services are billed on a time and material basis according to expenditure, unless a flat rate price has been expressly agreed. The amount of the respective hourly rate results from Section VI, whereby the prices listed therein are exclusive of the statutory value added tax.
2. Unless expressly agreed otherwise, the customer shall pay travel expenses incurred by MAXIMATOR HYDROGEN in addition to the expense-related remuneration in accordance with Section V No. 1 as well as travel expenses in accordance with the price list in Section VI.
3. When calculating the assembly or repair services, the prices for the parts, materials and special services used as well as the prices for the work services, the travel, travel and transport costs must be shown separately in each case. If the repair or installation is carried out on the basis of a binding cost estimate, a reference to the cost estimate is sufficient, whereby only deviations in the scope of services are to be listed in particular.
4. Invoices are to be paid without a discount within 10 working days of receipt of the corresponding invoice from MAXIMATOR HYDROGEN by the customer.
5. Any correction of the invoice from MAXIMATOR HYDROGEN and a complaint on the part of the customer must be made in writing no later than four weeks after receipt of the invoice by the customer.

VI. Repair and installation prices

1. The following cost rates will be charged for the arrival and return journey by vehicle:

AUTOMOBILE: on request

2. The following hourly rates are used for wage costs:

Technician: on request

Technician: on request

Wage costs for travel and travel times are charged at the following hourly rates:

Technician: on request

Technician: on request

Overtime or special surcharges are payable as follows:

Overtime over 8 hours up to and including 10 a.m.: 25 % overtime over 10 hours and

on Saturdays: 50 %

Working on Sundays: 70 %

3. In the case of overnight stays over the duration of the assembly work, the accommodation costs incurred will be charged according to actual expenditure.

4. For each calendar day of absence of MAXIMATOR HYDROGEN personnel, the following trigger rates will be charged:

Service technician in Germany: on request

Service Engineer Inland: on request

Service technicians abroad: on request

Service Engineer Abroad: on request

5. Costs for train, taxi and air travel as well as the procurement of travel documents incurred by MAXIMATOR HYDROGEN will be charged according to actual expenditure.

VII. Warranty

1. Insofar as sales or contract for work and services law applies to the assembly or repair services, the following provisions in Section VII Nos. 2 – 6 apply to defects.
2. If a defect is detected during the inspection or later, MAXIMATOR HYDROGEN must be notified in writing immediately. The notification shall be deemed to be immediate if it is made within two weeks, whereby the timely dispatch of the notification is sufficient to meet the deadline. If the customer fails to properly inspect and/or report defects, claims for defects for the defect not reported are excluded.
3. If there is a defect for which MAXIMATOR HYDROGEN is responsible, MAXIMATOR HYDROGEN shall, at the discretion of MAXIMATOR HYDROGEN, Repair or replacement delivery. If the repair or replacement delivery fails, the customer is entitled to withdraw from the contract or to demand a corresponding reduction of the remuneration.
4. Claims for defects by the customer are excluded in any case if and to the extent that damage is caused by unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent handling and/or maintenance, unsuitable equipment, unsuitable replacement materials, defective construction work, unsuitable subsoil, chemical,

electrochemical or electrical influences, if and to the extent that they are not attributable to the fault of MAXIMATOR HYDROGEN.

5. Claims by the customer for damages or reimbursement of futile expenses exist only in accordance with Section VIII and are otherwise excluded.
6. Claims for defects expire within one (1) year from acceptance in the case of contracts for work and services and within one (1) year from the handover of the object of purchase or termination of the assembly or repair services in accordance with the contract. The statutory limitation periods for defect claims apply to intentional or fraudulent conduct as well as claims under the Product Liability Act as well as to injury to life, limb or health due to defects.

VIII. Liability

1. MAXIMATOR HYDROGEN shall be liable without limitation for damages resulting from injury to life, limb or health culpably caused by MAXIMATOR HYDROGEN, a legal representative or vicarious agent of MAXIMATOR HYDROGEN, or for damages caused by the absence of a quality guaranteed by MAXIMATOR HYDROGEN or in the event of fraudulent conduct on the part of MAXIMATOR HYDROGEN.
2. MAXIMATOR HYDROGEN is liable without limitation for damages caused intentionally or by gross negligence by MAXIMATOR HYDROGEN, a legal representative or vicarious agent of MAXIMATOR HYDROGEN.
3. In the event of a breach of essential contractual obligations culpably caused by MAXIMATOR HYDROGEN, a legal representative or vicarious agent of MAXIMATOR HYDROGEN, which is caused by slight negligence, MAXIMATOR HYDROGEN shall be liable, except in the cases of Section VIII No. 1 or Section VIII No. 4, limited to the amount of the foreseeable damage typical for the contract. In the abstract, essential contractual obligations are those duties whose fulfilment is essential for the proper performance of a contract in the first place and on the observance of which the contracting parties may regularly rely.
4. Liability under the Product Liability Act remains unaffected.
5. In all other respects, the liability of MAXIMATOR HYDROGEN is excluded.
6. The limitation period for claims for damages against MAXIMATOR HYDROGEN is one (1) year, except in the cases of Section VIII No. 1, Section VIII No. 2 or Section VIII No. 4.

IX. Ownership

1. MAXIMATOR HYDROGEN retains ownership of all accessories, spare parts and replacement units used until receipt of all payments from the assembly or repair contract. Further security agreements can be concluded.
2. On account of its claim under the assembly or repair contract, MAXIMATOR HYDROGEN shall have a lien on the customer's assembly or repair item that has come into its possession on the basis of the contract. The lien can also be asserted on the basis of claims arising from work carried out in the past, deliveries of spare parts and other services, insofar as they are related to the assembly or repair item. For other claims arising from the business relationship, the lien shall only apply to the extent that they are undisputed or legally binding.

X. Other

1. The place of jurisdiction for all disputes in connection with the assembly or repair contract is, at the discretion of MAXIMATOR HYDROGEN, Mühlhausen or the registered office of the customer, for lawsuits of the customer exclusively Mühlhausen. Statutory provisions on exclusive jurisdiction shall remain

unaffected.

2. Unless otherwise agreed, the place of performance of MAXIMATOR HYDROGEN is the place of business.
3. German law shall apply with the exception of the provisions of private international law, unless otherwise agreed. The UN Convention on Contracts for the International Sale of Goods (CISG) and other international conventions, including future ones, do not apply, even after they have been incorporated into German law.
4. Legally relevant declarations and notifications that are to be submitted by the customer to MAXIMATOR HYDROGEN after the conclusion of the contract (e.g. deadlines, notices of defects, declaration of withdrawal or reduction) must be made in writing in order to be effective.
5. Offsetting against counterclaims by the customer or withholding payments on account of such claims is only permissible if the counterclaims are undisputed or legally established.
6. The customer is not entitled to assign claims against MAXIMATOR HYDROGEN arising from the assembly or repair contract to third parties without the written consent of MAXIMATOR HYDROGEN.
7. Transactions with entrepreneurs are treated in the same way as transactions with legal entities under public law and special funds under public law.