



Additional Terms and Conditions for Development Services

06/2023

The following terms and conditions supplement or, in contradiction, change the "General terms and conditions for R&D products and services" based on the "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry" (GL) ("Green Delivery Terms"), referred to as "GL" in these conditions.

1. Scope of application of these terms: The following terms and conditions apply to research and development services.

2. Subject of the contract, changes in execution:

2.1 Development services are always provided as part of a service contract. The agreement on the production of a specific work success requires that a written offer has been submitted based on construction documents provided by the customer, containing the necessary specifications for the description of the work and that the customer accepts the offer.

2.2 After the order has been placed by the customer, any changes of specifications to the design by the customer are irrelevant unless they have been confirmed in writing by the supplier. The customer is obliged to pay separately for the additional costs associated with the change in design.

3. Production documents, granting of rights:

3.1 The delivery of production or project planning documents shall be agreed individually.

3.2 All rights to the documents and results created in order to fulfill an order remain with the supplier once they have been created or processed.

3.3 The Customer shall receive a simple, non-exclusive, unlimited right of use and the right to process the documents and results. The granting of rights is subject to the condition precedent that the Customer has completely fulfilled its payment obligations. Within agreed payment periods, corresponding use is permitted.

4. Provision of software: When providing software that is integrated into hardware components, the customer acquires the software including the data contained therein in accordance with the "Supplementary Terms and Conditions for Services/ Supplies of Software".

5. Cooperation and information obligations:

5.1 The customer grants the supplier access to the contractual items for the purpose of troubleshooting, at the customer's option, directly and/or by means of remote data transmission.

5.2 The customer shall take reasonable precautions to prevent damage (e.g., through daily data backup, fault diagnosis, regular checking of the function of assemblies and data processing results) if the contractual items delivered do not work properly in whole or in part. Unless the purchaser expressly points this out in advance, the supplier may assume that all of the purchaser's data that the supplier may come into contact with is secured.

5.3 The customer shall inform the supplier in advance if he intends to use the contractual items delivered for series production. In this case, the supplier shall provide a sample of the contractual items for approval by the customer against separate payment.

6. Payment: Supplementary applies:

6.1 The supplier creates a record of the services rendered, stating the date, time spent and naming the work process. The customer shall not sign it off. The record shall be the basis for invoicing.

6.2 Remuneration covers all services, except for the additional costs caused by changes to the order by the customer. The above terms of payment apply accordingly.

7. Duty of examination and complaint: With regard to all deliveries and services from the supplier, the customer assumes an obligation to examine and give notice of defects in accordance with § 377 HGB (German Commercial Code).

8. Acceptance of works:

8.1 In the case of agreed successful work completion, the Customer is obliged to accept the contractually produced work, unless acceptance is excluded due to the nature of the work. Acceptance cannot be refused due to insignificant defects (e.g., re-soldering, threading, component superstructure).

8.2 Acceptance shall also take place if the Customer does not accept the work within a period of two weeks after provision/delivery and request by the supplier to declare acceptance.

9. Material and legal defects in work performance, apart from the software:

9.1 For successful completion of the work, the supplier guarantees the agreed quality of the contractual items and that the use of the contractual items by the customer within the scope of the contract does not conflict with the rights of third parties. Furthermore, the conditions of the "Supplementary Terms and Conditions for Services / Deliveries of Software", Sections 7.1 to 7.5 shall also apply to work performances.

9.2 If the delivery is defective, the supplier shall first be given the opportunity to remedy the defect within a reasonable period of time. The supplier has the right to choose between the types of supplementary performance. The removal of defects also applies if the supplier shows the customer reasonable options for avoiding the effects of the defect.

9.3 If at least two supplementary performances fail, the customer is entitled to set a reasonable period of grace to remedy the defect. If the rectification fails even in the period of grace, the customer can - without prejudice to any claims for damages according to Article XII GL - withdraw from the contract or reduce the payment, unless there is an insignificant defect.

9.4 In the event of claims for defects, payments by the customer may not be withheld. The customer does not have a right of retention, especially if his claims for defects have become time-barred. If the notice of defects is unjustified, the supplier is entitled to demand reimbursement of the expenses incurred by the customer.

9.5 If the supplier provides services for troubleshooting without being obliged to do so, the supplier is entitled to demand reimbursement of the expenses incurred. The

additional expenditure that arises from the fact that the supplier has not fulfilled its obligations to cooperate and provide information in accordance with Sections 5.2 and 5.3 shall also be reimbursed.

9.6 Furthermore, Article XII GL shall apply to claims for damages. Further or other claims of the customer against the supplier and its agents or subcontractors based on a defect than those provided for in this clause 6 are excluded.

9.7 If there are other defects in title, the customer can only derive rights if he has complained in writing and granted a period of grace to remedy the situation. This does not apply if a remedy is not possible depending on the type of breach of duty.