

## GENERAL TERMS & CONDITIONS of ZETA GmbH domiciled at D-85399 Hallbergmoos, Version of February 2022

The English and the German version of this document is also available at [www.zeta.com](http://www.zeta.com) or may be requested. In case of ambiguities or objections the German version shall prevail.

### A. Provisions for all types of contract

The provisions of Section A of these GTC shall apply to all contracts concluded between ZETA and the Client, irrespective of the type of contract.

#### 1. Scope, priority of ZETA's offer, Client's GTC, relevant version

- 1.1 Section A of these General Terms & Conditions (hereinafter referred to as "**GTC**") shall apply to all types of contract specified in item 1.2 concluded between ZETA GmbH (hereinafter referred to as "**ZETA**") and its client (hereinafter referred to as the "**Client**"; ZETA and the Client are jointly referred to as "**Parties**"). The remaining parts of these GTC shall apply only to the types of contract specified therein.
- 1.2 Contracts within the meaning of these GTC shall comprise purchase and service contracts as well as contracts for work, in which ZETA acts as seller, service provider or contractor. This shall include but not be limited to contracts for the delivery and ownership transfer of goods to be manufactured by ZETA, as well as contracts for support, maintenance, consulting and other services such as engineering, development of application software, commissioning, maintenance, repair, installation, adjustment or operation of hardware and software components.
- 1.3 If ZETA's offer contains provisions that deviate from or contradict these GTC, the provisions contained in the offer shall have priority.
- 1.4 The Client's general terms, contractual provisions and delivery conditions shall not form part of the contract (even if they do not contradict these GTC), unless ZETA expressly accepts them in writing.
- 1.5 These provisions shall only apply if the Client is an entrepreneur, a legal entity under public law or a special fund under public law.
- 1.6 The German version of these GTC applicable at the time of conclusion of the contract shall be the valid version. If the above terms and conditions are translated into other languages, the German version shall be valid for interpretation and in case of divergences.

#### 2. Offer, conclusion of contract, changes to contract

- 2.1 The offers submitted by ZETA shall not be binding unless agreed otherwise in individual cases.
- 2.2 A contract will only be formed when ZETA has submitted a binding offer and the Client has accepted this offer without changes. If the Client accepts the offer subject to changes, this shall be considered as a new offer which must be accepted by ZETA. In the event of such changes, ZETA shall not be obliged to accept the Client's offer. Acceptance subject to changes shall also be deemed to exist when the change only concerns a reference to the Client's GTC.
- 2.3 An offer submitted by ZETA can only be accepted by returning ZETA's binding offer signed by the Client or by separate written acceptance with reference to ZETA's binding offer. The sending of a signed and scanned document shall be sufficient in this case.
- 2.4 Changes to a contract shall be made in writing to be valid.

#### 3. Scope of delivery or service, partial performance

- 3.1 The type and scope of the deliveries and services to be provided by ZETA shall be based on ZETA's offer. Goods, services or technical specifications that are not included in the offer shall not become part of the contract.
- 3.2 If the Client provides ZETA with documents for the purpose of preparing the offer, these documents shall only become part of the contract if and insofar this has been laid down in ZETA's offer.
- 3.3 In contracts for the delivery of assemblies (modules, power supply components etc.), spare parts and supplies, ZETA shall not be obliged to check the supplied item for compliance with other devices or device configurations used by the Client.
- 3.4 ZETA shall be entitled to engage third parties to carry out the contracted services in whole or in part.
- 3.5 ZETA shall be entitled to partial performance of services if these can be used independently by the Client.

#### 4. Changes to the specifications

ZETA shall be entitled to make changes to the specifications, replace components by equivalent parts and make technical improvements if this is required for technical reasons or compliance with statutory provisions. This shall only apply, however, if such a change does not impair the usability of the contractual object for the agreed or contractually intended purpose and does not, or not significantly, affect the value of the contractual object and if it is reasonably acceptable to the Client. The change must not affect the physical and functional interchangeability and performance of the contractual object and the new design must be of equal or higher quality than the original design.

#### 5. Client's duty to cooperate

- 5.1 The Client shall provide ZETA with all information relevant for contract performance if and insofar this information concerns the Client's operations and is available to the Client and when the Client can see that ZETA does not have this information.
- 5.2 If the Client uses a facility made available to ZETA for testing simultaneously for its own operations, the Client shall be responsible for storage and backup of the operational data of this facility. ZETA shall not be obliged to perform a data backup in this case.
- 5.3 If ZETA provides the services on the Client's premises, the Client shall provide ZETA with sufficient workspace free of charge and grant ZETA access to its facilities and IT systems to the extent required for contract performance.
- 5.4 If ZETA is obliged to perform commissioning, the Client shall ensure that the following prerequisites are met:
  - professional installation of the device to be commissioned unless this is part of ZETA's contractual obligations;
  - provision of the technical infrastructure required for commissioning, e.g. power supply, other media connections;
  - functional test of the devices and switching elements to be connected, unless these are provided by ZETA;
  - provision of a sufficient number of properly trained and qualified staff authorised to make decisions;
- 5.5 The Client shall not be entitled to give instructions to ZETA staff or third parties engaged to perform the contractual services.

## 6. Performance period

The performance periods shall be based on the details specified in the offer.

## 7. Self-supply reservation

- 7.1 If ZETA is contractually obliged to deliver and transfer ownership of goods and obtains these goods from a third party trader or manufacturer, ZETA's performance obligation shall be subject to timely and faultless delivery by the third party. This reservation shall only apply if ZETA can provide evidence that it has concluded a cover transaction in good time, if ZETA is not responsible for the delayed or defective delivery by the third party, and if ZETA cannot obtain the goods by other reasonable means. ZETA shall notify the Client immediately after gaining knowledge of such delayed or defective delivery by the third party.
- 7.2 Both Parties shall be entitled to withdraw from the contract in the event of delayed or defective delivery to ZETA by a third party. The Client may withdraw from the contract only after having given ZETA a reasonable cure period and this period has expired without result.
- 7.3 In the event of withdrawal from the contract due to delayed or defective delivery by a third party, ZETA shall reimburse the Client for any counter-performance already made.
- 7.4 If the Client is not entitled to assert claims for damages against ZETA due to this self-supply reservation, ZETA shall in the event of withdrawal assign to the Client any claims for damages it has against the third party. Such assignment can only be demanded to the extent to which the Client has incurred damage.

## 8. Billing on a time basis

- 8.1 If an hourly rate has been agreed for remuneration of services provided by ZETA, ZETA will record the hours worked on a daily basis using time sheets. These time sheets shall include the name and function of the employee as well as the object, date and duration of the activity.
- 8.2 ZETA will present the time sheets to the Client for inspection no later than on the working day following the end of the calendar week in question. Following inspection, the Client shall sign the time sheets and return them to ZETA within 6 working days, indicating any objections it may have. Time sheets that are not returned to ZETA within this period shall be deemed to have been accepted by the Client.

## 9. Prices, billing and terms of payment

- 9.1 All prices included in offers submitted by ZETA are quoted exclusive of value added tax.
- 9.2 ZETA will issue an invoice for the services rendered to the Client, which shall include all details required by law. The services rendered must be listed in the invoice such that they can be verified.
- 9.3 The Client shall pay invoices within 14 calendar days of receipt without any deduction. Payments shall be made by bank transfer to ZETA's account shown on the invoice.

## 10. Set-off and retention rights of the Client, assignment of contractual claims

- 10.1 The Client shall only be entitled to offset its own claims against ZETA's claims to payment of the purchase price, remuneration or compensation if such counterclaims are acknowledged by ZETA, undisputed, established by due legal process or ready for adjudication.
- 10.2 The Client may only assert a right of retention against ZETA's claims to payment of the purchase price, remuneration or compensation if the counterclaim on which the right of retention is based is acknowledged by ZETA, undisputed, established by due legal process or ready for adjudication.
- 10.3 The Client shall not be entitled to assign any of its claims under the contract to third parties or authorise third parties to assert such claims without the prior written consent of ZETA.

## 11. Limitations of liability for breach of duty on the part of ZETA

- 11.1 ZETA accepts unlimited liability for personal injury to life, body or health.
- 11.2 ZETA accepts unlimited liability for damage caused by wilful or grossly negligent behaviour of its officials or executives.
- 11.3 ZETA shall be liable on the merits for any culpable breach of material contractual duties.
- 11.4 ZETA shall be liable on the merits for breaches of any other duties, i.e. non-material contractual duties, if these have been caused wilfully or by gross negligence of vicarious agents.
- 11.5 ZETA shall be liable in terms of amount for compensation of typical and foreseeable damage in the circumstances mentioned in items 11.3 and 11.4 above.
- 11.6 ZETA will not accept any additional liability beyond the circumstances mentioned.
- 11.7 These limitations of liability shall apply to all contractual and statutory claims asserted against ZETA by the Client.

## 12. Inventions, intellectual property rights

- 12.1 If ZETA must produce the contractual object based on specifications provided by the Client, such as design details, plans, drawings, models or other specifications, the Client shall warrant to ZETA that these specifications do not infringe any intellectual property rights of third parties, including but not limited to patent, trademark, design or copyrights. In the event of infringement the Client shall upon written request indemnify and hold harmless ZETA from and against any and all claims asserted against ZETA by the owner of the right infringed and any and all costs of legal defence.
- 12.2 ZETA shall be entitled to any and all copyrights, rights of use and industrial property rights in protectable inventions developed by ZETA during performance of the contract.
- 12.3 ZETA shall be entitled to any and all copyrights, rights of use and industrial property rights in respect of the offer documents prepared by ZETA, the services provided by ZETA and the documents prepared by ZETA during performance of the contract, such as plans, sketches, technical documents, samples, catalogues, brochures, illustrations etc. The Client shall not be entitled to transfer these to third parties or to modify, reverse engineer, decompile or reproduce the contractual object without the prior written consent of ZETA. The mandatory, indispensable provisions for software as specified in Sections 69 (d) and (e) of the Copyright Act (UrhG) shall remain unaffected.

- 12.4 The Client shall use the information provided by ZETA only for the intended purpose of the contractual object and strictly safeguarding ZETA's interests. The documents provided may not be used – in any form whatsoever – outside the purpose of the contract without ZETA's consent. This shall also apply to the transfer to or use by third parties. All documents and data provided by ZETA shall immediately be returned to ZETA if no contract is concluded; the Client may not retain any copies of any form whatsoever.

### 13. Confidentiality, data protection, non-solicitation

- 13.1 ZETA and the Client mutually agree for an indefinite period of time (i.e. beyond the termination of the contract) to maintain strict confidentiality in respect of any and all information pertaining to the business of the other party which is disclosed or otherwise becomes known to them as part of the contractual relationship (including the fact that a business relationship exists). This shall not apply to information which is already part of the public domain and information which must be disclosed in order to comply with statutory obligations (such as statutory disclosure obligations, e.g. vis-à-vis fiscal authorities). Other exceptions include disclosure to third parties subject to professional secrecy and disclosure in legal disputes where this is required to assert the rights of one of the Parties.
- 13.2 "Confidential information" within the scope of the contractual relationship shall be taken to mean any information about the object and content of the business of the contracting party (including but not limited to internal matters such as employee data, any form of business and sales figures, prices and conditions and other trade and business secrets of any kind whatsoever, irrespective of how this knowledge has been obtained) disclosed to the other contracting party during performance of the contract and which has previously not been part of the public domain.
- 13.3 ZETA and the Client shall mutually ensure the protection and confidentiality of confidential information of the other contracting party by taking the same measures they use to protect their own confidential information. If confidential information of the other contracting party must be disclosed to employees, affiliated companies or consultants for the purpose of performing the contract, the parties mutually agree to ensure that these persons are bound by confidentiality obligations that are equivalent to the confidentiality obligations of their own company. If sub-contractors or other third parties are employed for performance of the contract the confidentiality obligations shall also be imposed on the sub-contractor or other third party.
- 13.4 The Parties mutually agree to comply with applicable data protection laws (including but not limited to the GDPR) as well as any obligations resulting therefrom. The details of the processing of personal data by ZETA can be found in the Privacy Statement available on the ZETA website. By concluding a contract based on these provisions, the Client gives express consent that its data will also be transferred to ZETA affiliates or to third parties involved in processing the business case and/or preparing the consolidated accounts.
- 13.5 The Client shall not be allowed to solicit employees away from ZETA or a ZETA affiliate.

### 14. Choice of law, jurisdiction

- 14.1 The contractual relationship shall be governed exclusively by Swiss substantive law to the exclusion of referral rules and to the exclusion of the UN Sales Convention.
- 14.2 All disputes arising out of or in connection with the contract and its performance shall be subject to the exclusive jurisdiction of the competent court in Zurich. The right of a party to bring legal action against the other party at its place of general jurisdiction shall remain unaffected. This jurisdiction clause shall not apply to claims for which a different exclusive jurisdiction is prescribed by law.

## B. Special conditions for purchase contracts

The conditions of Section B of these GTC apply in addition to the conditions of Section A of these GTC to all purchase contracts concluded between ZETA and the Client as well as all contracts that are subject to the sale of goods law.

In mixed-type contracts, the provisions of Section B of these GTC shall additionally apply to the parts of the contract related to the sale of goods law.

### 1. Prices, packaging

- 1.1 Unless otherwise specified in the offer, the sales prices offered by ZETA are quoted ex works, without insurance, exclusive of packaging, dispatch and disposal costs as well as any other charges and taxes, customs duties and fees.
- 1.2 The type of packaging of an item sold shall be determined by ZETA.

### 2. Reservation of title

- 2.1 All goods delivered by ZETA to the Client shall remain the property of ZETA until all claims arising from the business relationship with the Client have been settled in full (current account reservation). This also applies to conditional claims and claims arising in the future.
- 2.2 The Client shall not be allowed to pledge goods delivered by ZETA or to transfer ownership to third parties by way of security as long as the reservation of title is in effect. All costs incurred by ZETA in seeking repossession of the goods shall be borne by the Client.
- 2.3 The Client shall be entitled to resell the goods delivered by ZETA subject to reservation of title in the course of ordinary business transactions, provided that the Client assigns the receivables arising from such resale to ZETA by way of security. The Client shall be authorised to collect the receivables from such resale. If the Client has concluded a current account agreement with its customer, the entitlement to resale shall be under the condition that the Client shall, instead of the receivables from the resale, assign to ZETA by way of security the balance receivable from its customer to the extent of the amount owed by the Client to ZETA. The Client shall be authorised to collect the outstanding balance. Any receivables assigned to ZETA by way of security according to this provision shall serve as security to the same extent as the goods delivered subject to reservation of title.
- 2.4 If the Client has agreed a prohibition of assignment for the receivables with its customer, the entitlement to resale specified in section 2.3 shall be deemed not granted.
- 2.5 If the items delivered subject to reservation of title are combined or inseparably intermixed with objects owned by the Client, the Client grants ZETA co-ownership of this uniform object in proportion of the objective value of the item delivered to the objective value of the uniform object. If the object with which the item delivered by ZETA subject to reservation of title is combined or intermixed, is owned by a third party, the Client hereby assigns all its claims against the third party arising therefrom to ZETA to the extent these concern the item delivered by ZETA. ZETA shall accept such assignment.

- 2.6 ZETA shall be entitled to withdraw the Client's entitlement to resell the items subject to reservation of title and to collect receivables from its customers if the Client defaults in payment or if its financial situation deteriorates significantly, in particular if the Client files for the initiation of insolvency proceedings in respect of its assets or has stopped payments.
- 2.7 In the cases mentioned in item 2.6, the Client shall enable ZETA to take back the reserved goods, communicate the assigned receivables and the corresponding debtors to ZETA, notify its debtors of the assignment of their receivables and provide ZETA with any information and documents required to collect the receivables. ZETA's taking back of contractual objects subject to reservation of title shall not be deemed to be a withdrawal from the contract. If ZETA expressly withdraws from the contract, it shall be entitled to sell the items on the open market; the proceeds therefrom shall be offset with the Client's liabilities minus the costs associated with the sale incurred by ZETA.
- 2.8 If the value of securities granted to ZETA exceeds ZETA's receivables from the Client by more than 20%, ZETA shall, at the request of the Client, release securities of its choice.
- 2.9 As long as the title of ownership has not yet been transferred to the Client, the Client shall be obliged to handle the contractual object with due care. As long as the title of ownership has not yet been transferred, the Client shall immediately notify ZETA in writing when the contractual object is pledged, seized or subjected to other interventions by third parties; the Client shall provide ZETA with any necessary information. If the third party is unable to reimburse ZETA for the judicial and extra-judicial costs of an action pursuant to Sec. 771 of the German Code of Civil Procedure (ZPO), the Client shall be liable for the loss incurred by ZETA.

### 3. Software use

- 3.1 Unless agreed otherwise, the software delivered by ZETA is standard software which has not been designed for the Client's individual requirements. Supply contracts for standard software (hereinafter referred to as "Software") are therefore purchase contracts. If the scope of contract includes Software of third-party manufacturers ZETA will provide the Client with the manufacturer's or supplier's original user documentation. ZETA shall not be obliged to provide any documentation beyond this scope.
- 3.2 If the contractual object includes Software, the Client shall be granted a non-exclusive, unrestricted and non-transferable right to use the software provided, including the corresponding documentation. The Software will be provided only for use on the item delivered. Use of the Software on other systems is prohibited.
- 3.3 The Client may copy, edit or translate the Software, or convert the object code into source code, only within the scope permitted by law (Secs. 69a et seq. of the German Copyright Act (UrhG)). The Client undertakes not to remove any manufacturer information – including but not limited to copyright notices – or alter such information without the prior express consent of ZETA.
- 3.4 If the contractual Software is from a supplier, the Client may use this Software exclusively in accordance with the supplier's licence conditions and terms of use, which will be made available to the Client upon request. All other rights in respect of the Software and documentation, including copies thereof, shall remain with ZETA and/or the supplier of the Software. The Client shall not be entitled to grant sub-licences.
- 3.5 The Client undertakes not to modify the Software without the express consent of ZETA and to install all software updates provided free of charge by ZETA or the supplier. The above shall apply without prejudice to Sec. 69d UrhG and Sec. 69e UrhG. The Client shall also be obliged upon request to activate software settings which enable software updates to be installed and to keep the default settings enabled. The Client shall also be obliged to use the possibilities of downloading free software updates communicated by ZETA or the supplier.
- 3.6 ZETA warrants that the contractual use of the Software by the Client will not infringe any third-party rights. The Parties mutually agree to immediately notify the other party in writing of any claims asserted against them for infringement of such rights.

### 4. Liability for defects of purchased software

- 4.1 Claims for defects cannot be asserted for minor deviations from the agreed or expected condition and for minor impairment of usability. Software errors shall only be considered as defects if the defect occurs in the Software version current at that time. Product descriptions shall not be considered as warranties without separate written agreement. When upgrades, updates and new versions are delivered, claims for defects shall be limited to new features of the update, upgrade or new version compared to the previous version.
- 4.2 Defects must be notified in writing, providing a clear description of the error symptoms and, where possible, including screenshots or photos or other documents illustrating the defects. The notice of defect should allow the error to be reproduced. The above shall apply without prejudice to the Client's statutory duties regarding inspection and notification of defects.
- 4.3 If ZETA provides services in response to a notice of defect by the Client without being obliged to do so, ZETA may demand reasonable compensation for the services provided. This shall apply in particular where the material defect notified is not reproducible or attributable to ZETA. Compensation is also due for any additional expenses incurred by ZETA in remedying defects resulting from the Client's failure to comply with its duty to cooperate or improper use of the products or software.
- 4.4 In the event of proven material defects, ZETA will perform its warranty obligations by supplementary performance and will, at its choice, either supply a new software version free of defects or eliminate the defect. ZETA may also remedy the defect by indicating to the Client acceptable work-arounds for the defect. If a defect does not or only slightly impair the functionality, ZETA shall, to the exclusion of further claims for defects, be entitled to remedy the defect by supplying a new version or an update as part of its version, update and upgrade planning.
- 4.5 In the event of proven defects in title, ZETA will perform its warranty obligations by supplementary performance and will enable the Client to use the Software delivered or, at its option, a replaced or modified equivalent software in a legally compliant manner. The Client must accept a new Software version if the contractual scope of functions is retained and such acceptance is not unreasonable.
- 4.6 If, after unsuccessful expiry of a first grace period, the Client has given ZETA another reasonable grace period which has also expired without result, or if a reasonable number of attempts at supplementary performance have failed, the Client may choose to assert legal claims pursuant to the statutory requirements.
- 4.7 If the Client withdraws from the contract, the Client's right to use the Software licensed or otherwise provided by ZETA shall lapse. The Client shall, at the choice of ZETA, either (i) return the Software to ZETA, including any copies thereof, or (ii) destroy the Software and confirm such destruction in writing to ZETA. This shall apply without prejudice to the Client's right to assert a claim for defects and the corresponding right to refuse performance and right of retention.
- 4.8 If the defect is caused by faulty software provided by a supplier and if this supplier does not act as a vicarious agent of ZETA, i.e. ZETA merely passes third-party software on to the Client, the Client's claims for defects shall initially be limited to the assignment of ZETA's claims against its supplier. This shall not apply if the defect is caused by improper use of the supplier's software for

which the Client is responsible. If the Client is unable to assert its claims for defects against the supplier out of court, ZETA's subsidiary liability for defects shall remain unaffected.

- 4.9 Non-compliance with the installation conditions and installation instructions provided by ZETA or its suppliers as well as software modifications or extensions made by the Client itself or via third parties, shall lead to forfeiture of the Client's claims for defects unless the Client can prove that such non-compliance with the installation conditions and installation instructions or software modification or extension did not cause the defect. ZETA will not accept any liability for defects caused by improper handling or operating conditions or use of unsuitable operating materials by the Client.
- 4.10 ZETA may refuse supplementary performance until the Client has paid the agreed compensation (minus an amount proportionate to the economic significance of the defect) to ZETA.
- 4.11 Clause B.7 shall apply in addition to Clause B.4 for software purchases.

## 5. Transfer of risk

- 5.1 Where dispatch has been agreed, the risk shall pass to the Client upon delivery to the forwarding agent. This shall also apply when ZETA is additionally responsible for the installation of the purchase item and irrespective of the pricing agreed for the delivery.
- 5.2 If ZETA is also responsible for delivery, the risk shall pass to the Client upon delivery at the agreed place of performance.
- 5.3 If the item is delivered to a client based outside of Germany (within or outside of the European Union), the risk shall pass to the Client according to the Incoterms 2020 clause agreed in writing. If the Parties have not agreed on a specific Incoterms clause, the clause "EXW" D-85399 Hallbergmoos, Zeppelinstraße 1 according to Incoterms 2020 shall apply to deliveries outside Germany.

## 6. Commissioning and acceptance

- 6.1 Contractual objects installed and commissioned by ZETA require formal acceptance of the item delivered no later than one week after ZETA states that it is ready for operation. Acceptance shall be effected following successful proof of performance by both Parties signing the acceptance report prepared by ZETA. The contractual item shall thus be considered as accepted.
- 6.2 If ZETA is contractually obliged to provide proof of performance, such proof shall be provided as part of the functional test. Once this proof has been provided the Client may not demand additional test runs.
- 6.3 Commissioning shall be based on the test procedures and test programmes (functional test) developed by ZETA. The result of the functional test shall be recorded by the Parties in the acceptance report.
- 6.4 Minor deficiencies which do not impair the normal use of the item delivered shall not entitle the Client to refuse acceptance. Minor deficiencies shall be recorded in a non-conformance report as part of the acceptance report.
- 6.5 The Client shall not be entitled to use the item delivered independently prior to signing the acceptance report. If, however, the Client uses the item prior to signing the acceptance report, acceptance shall be deemed to have occurred upon commencement of such use. If acceptance is delayed for more than five working days for reasons for which the Client is responsible, acceptance shall be deemed to have occurred on the day ZETA notified the Client that the item is ready for operation.

## 7. Client's claims for defects, limitation period

- 7.1 If supplementary performance by ZETA fails, the Client may withdraw from the contract or reduce remuneration. The Client shall have no claim to demand reimbursement of futile expenses.
- 7.2 The Client shall, prior to returning the contractual item and irrespective of the content of the claim for supplementary performance, inform ZETA that it plans to return the item, including the type of dispatch, and in particular the type of packaging. ZETA must be given the opportunity to make its own arrangements for dispatch and packaging.
- 7.3 If the contractual item delivered by ZETA was subsequently transported to a place other than the place of performance by the Client, the Client shall reimburse ZETA for any additional costs incurred in supplementary performance because the contractual item is no longer located at the contractual place of performance. This shall not apply when such transport has been in compliance with the agreed or intended use.
- 7.4 The Client's claims for defects shall expire 12 months after the beginning of the statutory limitation period. This shall not apply to claims for damages asserted by the Client for personal injury to life, body or health and claims for damages asserted by the Client for damage caused by ZETA by gross negligence or intent, in which case the statutory limitation periods shall apply. This regulation shall not affect any claims based on the Product Liability Act.

## C. Special conditions for service contracts

The conditions of Section C of these GTC apply in addition to the conditions of Section A of these GTC to all service contracts concluded between ZETA and the Client. In mixed-type contracts, the provisions of Section C of these GTC shall additionally apply to the parts of the contract related to service contract law.

### 1. Partial payments, final invoice

- 1.1 If the performance of services by ZETA is expected to last more than one month, the Client shall be obliged to make partial payments at reasonable intervals. ZETA will issue separate partial invoices, which list the services already performed, the resulting remuneration, any partial payments already made and the outstanding partial payment in a verifiable manner.
- 1.2 The Client shall pay partial invoices within 8 calendar days of receipt without any deduction. Payments shall be made by bank transfer to ZETA's account shown on the invoice.
- 1.3 After full performance of the contractual services ZETA will issue a final invoice, which lists the services performed, the resulting total remuneration, all partial payments already made and the final payment in a verifiable manner.
- 1.4 The Client shall pay the final invoice within 14 calendar days of receipt without any deduction. Payments shall be made by bank transfer to ZETA's account shown on the invoice.
- 1.5 Payment terms included in ZETA's offer shall take precedence over the above provisions.

### 2. Limitation period for claims for breach of duty

The Client's claims for breach of duty on the part of ZETA shall expire 12 months after the beginning of the statutory limitation period. This shall not apply to claims for damages asserted by the Client for personal injury to life, body or health and claims for damages

asserted by the Client for damage caused by ZETA by gross negligence or intent, in which case the statutory limitation periods shall apply. This regulation shall not affect any claims based on the Product Liability Act.

## **D. Special conditions for contracts for work**

The conditions of Section D of these GTC apply in addition to the conditions of Section A of these GTC to all contracts for work concluded between ZETA and the Client. In mixed-type contracts, the provisions of Section D of these GTC shall additionally apply to the parts of the contract related to contracts for work.

### **1. Partial payments, final invoice**

- 1.1 If ZETA performs specific work under a contract, the Client shall be obliged to make partial payments at reasonable intervals. ZETA will issue separate partial invoices, which list the work already performed, the resulting remuneration, any partial payments already made and the outstanding partial payment in a verifiable manner.
- 1.2 The Client shall pay partial invoices within 8 calendar days of receipt without any deduction. Payments shall be made by bank transfer to ZETA's account shown on the invoice.
- 1.3 After full performance of the contractual work ZETA will issue a final invoice, which lists the services performed, the resulting total remuneration, all partial payments already made and the final payment in a verifiable manner.
- 1.4 The Client shall pay the final invoice within 14 calendar days of receipt without any deduction. Payments shall be made by bank transfer to ZETA's account shown on the invoice.
- 1.5 Payment terms included in ZETA's offer shall take precedence over the above provisions.

### **2. Acceptance**

The Client shall be obliged to declare acceptance once ZETA has completed the contractual work. Minor deficiencies shall not entitle the Client to refuse acceptance.

### **3. Limitation period for claims for defects**

The Client's claims for defects shall expire 12 months after the beginning of the statutory limitation period. This shall not apply to claims for damages asserted by the Client for personal injury to life, body or health and claims for damages asserted by the Client for damage caused by ZETA by gross negligence or intent, in which case the statutory limitation periods apply. Also excluded are buildings and construction work (as defined in Sec. 634a (1) no. 2 German Civil Code, in which case the statutory limitation periods apply. This regulation shall not affect any claims based on the Product Liability Act.