VERSION: NOVEMBER 2026

wilfatec STEUERUNGSTECHNIK

# General **Terms and Conditions**

Wilfatec GmbH · Klosterhof 35 · 89077 Ulm · Germany · Local Court (Amtsgericht) of Ulm, HRB 730081

Convenience translation. In the event of discrepancies, the German version prevails.

## A. GENERAL PROVISIONS

### 1 Scope

**1.1** These General Terms and Conditions ("GTC") apply to all offers, deliveries and services of Wilfatec GmbH, Klosterhof 35, 89077 Ulm, Germany ("Wilfatec"). These include in particular control systems and components, software and licences, development, consulting and documentation, commissioning and training, remote access and portal services as well as design and media services including websites.

**1.2** The GTC apply only to entrepreneurs (Section 14 of the German Civil Code, Bürgerliches Gesetzbuch, "BGB"), legal entities under public law and special funds under public law ("Customer"). Wilfatec does not enter into contracts with consumers.

**1.3** These GTC apply exclusively. Deviating, conflicting or supplementary terms and conditions of the Customer only become part of the contract if Wilfatec has expressly agreed to them in text form. This also applies if Wilfatec delivers or performs without reservation while being aware of such terms and conditions.

**1.4** Individual agreements take precedence over these GTC. This applies in particular to Wilfatec's offer and order confirmation and the description of deliveries and services referred to in them (together the "Order Documents"). In the event of contradictions, the order confirmation takes precedence over the offer.

**1.5** The version of these GTC that is named with its version date in the offer or in the order confirmation applies. It also applies as a framework agreement to future contracts of the same kind with the Customer until Wilfatec notifies the Customer of a newer version in text form.

**1.6** Legally relevant declarations and notifications by the Customer, for example the setting of deadlines, notices of defects, withdrawal or price reduction, must be made in text form (e.g. by email).

### 2 Offer, conclusion of contract, documents

**2.1** Wilfatec's offers are binding until the date stated in the offer. If an offer does not state a date, it is non-binding.

**2.2** The contract is concluded when the Customer accepts a binding offer in text form within the stated period, when Wilfatec confirms an order in text form (order confirmation) or when Wilfatec begins to carry out the order.

**2.3** Information in data sheets, catalogues and other documents, including those of manufacturers, describes the goods and does not constitute a guarantee. Wilfatec only gives a guarantee if it is expressly designated as a guarantee.

**2.4** Wilfatec retains all property rights and copyrights in documents that it provides to the Customer before the contract is concluded (e.g. offers, calculations, drawings, concepts, drafts, samples). The Customer may use them only to evaluate the offer and may not pass them on to third parties without Wilfatec's consent. If no contract is concluded, the Customer shall return or delete them on request. Clause 10 applies to software and work results that have been delivered.

**2.5** If a component is no longer available or not available in time, or if the manufacturer has modified it, Wilfatec may replace it with an equivalent component and make technical changes, provided that the agreed function is maintained and the change is reasonable for the Customer.

### 3 Scope of services and changes

**3.1** The type and scope of the deliveries and services are set out in the Order Documents, in particular in the description of deliveries and services referred to in them (e.g. function matrix, functional specification (Pflichtenheft), bill of materials). Services not mentioned there are not part of the contract and are remunerated separately.

**3.2** Wilfatec provides consulting, support, training and services charged on a time basis without an agreed work result as services (Dienstleistung). Wilfatec only owes a specific result if a concrete work result has been agreed (work performance, Werkleistung), for example a control or display application in accordance with an approved function matrix.

**3.3** Unless the Order Documents state otherwise, the following applies: hardware and control cabinets are goods, even if they are built to the Customer's specifications or have software installed on them. Customer-specific software and commissioning with an agreed result are work performance and are subject to acceptance (Clause 8).

**3.4** Wilfatec owes the following services only if they have been expressly agreed in text form:

- safety-related functions and their verification (Clause 13.2);
- risk assessment, conformity assessment and CE marking;
- vehicle approval and type-approval procedures;
- electromagnetic compatibility testing of the complete vehicle or the complete machine;
- circuit diagrams of the complete vehicle or the complete machine;
- physical installation in the vehicle or machine (Montage);
- maintenance and updating of software after acceptance.

Statutory obligations regarding security updates remain unaffected.

**3.5 Change requests.** If the Customer requests changes or additions after the contract has been concluded, it shall notify Wilfatec in text form. Wilfatec will examine the request and state the effects on remuneration and dates. Until an agreement has been reached in text form, Wilfatec will continue to work on the basis of the previous status. If examining a change request requires considerable effort, Wilfatec may charge for this effort at the hourly rates pursuant to Clause 5.2 after giving prior notice.

**3.6** Wilfatec may use subcontractors and is liable for fault on their part (Verschulden) as for its own. Manufacturers and upstream suppliers from whom Wilfatec obtains components or software are not vicarious agents (Erfüllungsgehilfen) of Wilfatec. The rights in the event of defects pursuant to Clause 16 remain unaffected.

**3.7** Partial deliveries and partial services are permitted insofar as they are reasonable for the Customer.

## 4 Cooperation by the Customer

**4.1** The Customer shall support Wilfatec in good time, in full and free of charge. In particular, the Customer shall provide:

- all information and documents required for the service, including the interface and CAN documentation of the chassis, engine and third-party components as well as any necessary activations by the manufacturers;
- the vehicle or machine on the agreed dates in an operational and safe condition, with a workplace, power supply and operating personnel;
- a contact person who can make decisions or obtain them at short notice.

**4.2** If Wilfatec works at the Customer's premises or on the Customer's vehicles and machines, the Customer shall ensure compliance with occupational health and safety regulations there and shall inform Wilfatec's employees of any particular hazards.

**4.3** The Customer shall, without undue delay, examine drafts, interim versions and documents that Wilfatec submits for approval and shall either approve them or state the changes required. Wilfatec builds on approved versions (e.g. function matrix, operating concept, layout). Subsequent changes to them are change requests pursuant to Clause 3.5. If the Customer does not respond within 14 days, Wilfatec will send a reminder. If the reminder also remains unanswered for seven days, Wilfatec may build on the version submitted; subsequent changes to it are then also change requests pursuant to Clause 3.5. Wilfatec will point out these consequences in the reminder.

**4.4** Wilfatec may rely on the accuracy and completeness of the information and documents provided by the Customer and checks them for detectable errors with the care of a specialist company. Wilfatec only owes a more in-depth check (e.g. taking measurements on the vehicle, verifying third-party CAN documentation) if this has been agreed.

**4.5** The Customer shall back up its data and software versions regularly and before each intervention by Wilfatec in its systems.

**4.6** If the Customer fails to fulfil its duties to cooperate or fails to do so in good time, Wilfatec's dates and deadlines are postponed by a reasonable period. Wilfatec may charge for the resulting additional effort and waiting times at the hourly rates pursuant to Clause 5.2, unless the Customer is not responsible for the delay. Further statutory rights remain unaffected.

**4.7** The Customer shall provide Wilfatec only with documents, data, trade marks, logos and content that it is entitled to use for the agreed purpose. If third parties assert claims against Wilfatec on account of such content, the Customer shall indemnify Wilfatec against them if the Customer is responsible for the infringement.

## 5 Prices and payment

**5.1** All prices are net prices in euros plus statutory value added tax (VAT). Prices for goods apply for collection at Wilfatec's premises in Ulm, Germany (ab Werk Ulm), excluding packaging, freight, insurance, customs duties and charges.

**5.2** Wilfatec invoices services charged on a time basis at the agreed hourly rates, otherwise at Wilfatec's customary hourly rates. Travel time counts as working time. Wilfatec charges travel, accommodation and incidental expenses as incurred. Estimates of effort are non-binding. If it becomes apparent that an estimate will be significantly exceeded, Wilfatec will inform the Customer.

**5.3** Invoices are payable within 14 days of receipt without deduction. The date on which Wilfatec receives the payment is decisive. On expiry of this period, the Customer is in default without a reminder being required.

**5.4** Wilfatec invoices goods and licences upon delivery and services charged on a time basis monthly. For work performance, Wilfatec may demand progress payments in accordance with the progress of the work. If a payment schedule has been agreed, that schedule applies.

**5.5** In the event of default in payment, the statutory provisions apply, in particular default interest of nine percentage points above the base interest rate and a lump sum of EUR 40 (Section 288 BGB). Further claims and the claim to interest from the due date between merchants (Section 353 of the German Commercial Code, Handelsgesetzbuch, "HGB") remain unaffected.

**5.6** The Customer may only set off claims that are undisputed or have been finally established by a court, and may only exercise a right of retention on the basis of such claims. This does not apply to counterclaims arising from the same contract, in particular on account of defects or incomplete performance.

**5.7** If it becomes apparent after the contract has been concluded that Wilfatec's claim to payment is jeopardised by the Customer's lack of ability to perform, Wilfatec may make outstanding deliveries and services conditional on advance payment or the provision of security and may withdraw from the contract after a deadline has expired without result (Section 321 BGB).

**5.8 Price adjustment for bought-in components.** If more than four months lie between the conclusion of the contract and the agreed or expected delivery date, and if Wilfatec's purchase price for a bought-in component changes compared with the price on which Wilfatec based the Order Documents, the price of the item concerned changes by the same amount, upwards or downwards. Wilfatec will notify the Customer of the change before delivery and provide evidence on request. If the price of the item increases by more than 10%, the Customer may withdraw from the contract with regard to that item within 14 days of the notification.

**5.9** Wilfatec may issue invoices electronically, as an e-invoice within the meaning of Section 14 of the German VAT Act (Umsatzsteuergesetz, UStG) or, where permitted by law, in another electronic format (e.g. PDF by email). The Customer agrees to this and shall provide an email address for receipt.

## 6 Delivery and performance dates

**6.1** Dates and deadlines are only binding if Wilfatec has expressly confirmed them as binding in text form. Any other dates or periods stated are expected dates only.

**6.2** Delivery and performance periods do not begin to run until all technical and commercial questions have been clarified and the Customer has cooperated, in particular has supplied documents and items to be provided by it, granted approvals and made agreed advance payments. If the Customer delays its cooperation, Clause 4.6 applies.

**6.3 Supply by Wilfatec's suppliers.** Wilfatec obtains components from manufacturers and suppliers. If Wilfatec itself is not supplied, not supplied correctly or not supplied in time, although Wilfatec has concluded a corresponding supply contract and is not responsible for the disruption, Wilfatec will inform the Customer without undue delay. The delivery period is then extended by a reasonable period. If the goods are not available for the foreseeable future, Wilfatec may withdraw from the contract to that extent and will refund any payments already received from the Customer without undue delay.

**6.4 Force majeure.** Unforeseeable events outside Wilfatec's sphere of influence for which Wilfatec is not responsible and which make performance significantly more difficult or impossible release Wilfatec from its obligation to perform for their duration and a reasonable start-up period. These include in particular natural events, war, pandemics, industrial disputes, official measures, failures of energy supply or telecommunications and cyber attacks despite appropriate protective measures. Wilfatec will inform the Customer without undue delay. If the disruption lasts longer than three months, either party may withdraw from the contract with regard to the part affected.

**6.5** If Wilfatec is in default, the Customer may withdraw from the contract with regard to the delayed performance after a reasonable additional period has expired without result. Damages for delay are governed by Clause 18.

**6.6** If the Customer does not collect the goods in time or does not take delivery of them, or if dispatch is delayed for reasons for which the Customer is responsible, Wilfatec may invoice the goods and store them at the Customer's expense and risk.

**6.7** If, under these GTC, the Customer may withdraw from only part of the contract and has no interest in the remaining part, the Customer may withdraw from the entire contract.

## 7 Delivery and passing of risk

**7.1** Goods are delivered by making them available for collection at Wilfatec's premises in Ulm, Germany (ab Werk Ulm). At the Customer's request and expense, Wilfatec will ship the goods to another location. Unless otherwise agreed, Wilfatec chooses the method of shipment and the packaging.

**7.2** The risk passes to the Customer when the goods are handed over to the forwarding agent, the carrier or the person collecting them. If goods have been made available and the Customer does not collect them on the agreed date, the risk passes on that date. For goods, this also applies to partial deliveries and where Wilfatec has undertaken further services, for example shipment or commissioning.

**7.3** In the case of work performance, the risk passes upon acceptance.

**7.4** Wilfatec delivers software and documentation, at its own choice, pre-installed on the control unit, on a data carrier, for download or by remote access.

## 8 Acceptance of work performance

**8.1** Work performance is subject to acceptance by the Customer. Deliveries of goods are not subject to acceptance. Clause 16.2 applies to them.

**8.2** Wilfatec will notify the Customer of completion and request acceptance. The Customer shall examine the performance within 14 days of receipt of the notice and declare acceptance in text form. The Customer may not refuse acceptance on account of insignificant defects. Wilfatec will remedy such defects under the rights in the event of defects.

**8.3** The performance is deemed to have been accepted if the Customer does not refuse acceptance within the period pursuant to Clause 8.2, stating at least one defect. Wilfatec will point out this consequence in the notice of completion.

**8.4** Wilfatec may submit for partial acceptance self-contained parts of the performance that can be tested on their own and agreed milestones with an executable version (e.g. a prototype version). Clauses 8.2 and 8.3 apply mutatis mutandis. Later acceptances then only concern the new parts and their interaction with those already accepted. For defects that only become detectable in interaction with later parts, the limitation period begins with the last acceptance.

**8.5** Acceptance may also be effected by conduct implying acceptance, for example if the Customer hands over the vehicle or machine in which the work performance is incorporated to its own customer without reservation.

## 9 Retention of title

**9.1** Goods delivered remain the property of Wilfatec until the Customer has paid all of Wilfatec's claims arising from the business relationship ("Reserved Goods").

**9.2** The Customer shall treat the Reserved Goods with care and insure them adequately. The Customer may neither pledge them nor assign them as security. In the event of seizures and other interventions by third parties, the Customer shall point out Wilfatec's ownership and inform Wilfatec without undue delay.

**9.3** The Customer may process, install and resell the Reserved Goods in the ordinary course of business as long as it is not in default of payment.

**9.4** If the Reserved Goods are processed or combined with other items, in particular installed in a vehicle or machine, this is done for Wilfatec as manufacturer. Wilfatec acquires co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the value of the other items processed. If the Customer acquires sole ownership, it hereby transfers co-ownership to Wilfatec in that ratio and shall hold the item in safe custody for Wilfatec free of charge.

**9.5** The Customer hereby assigns to Wilfatec as security, in the amount of the invoice value of the Reserved Goods including VAT, the claims arising from the resale of the Reserved Goods or of the new item, from their installation in vehicles or machines of third parties and from any other legal ground (e.g. insurance, tort). Wilfatec accepts the assignment. The Customer remains entitled to collect the claims as long as it meets its payment obligations. Otherwise, Wilfatec may revoke the authorisation to collect and demand that the Customer disclose the assignment and provide the necessary information.

**9.6** If the Customer acts in breach of contract, in particular in the event of default in payment, Wilfatec may withdraw from the contract after a deadline has expired without result and demand the return of the Reserved Goods.

**9.7** If the realisable value of the security exceeds the secured claims by more than 10%, Wilfatec will, at the Customer's request, release security of its choice.

**9.8** If the law of the country in which the goods are located does not permit retention of title in this form, the security that comes closest to it there is deemed agreed. The Customer shall cooperate in all measures required for this, for example registrations.

## B. SOFTWARE, AI, REFERENCES AND SPECIAL SERVICES

### 10 Software and rights of use

**10.1** This Clause applies to software that Wilfatec creates, adapts or delivers (e.g. control and display applications, parameter sets, tools) and to other work results (e.g. documentation, plans, concepts). Clause 15 additionally applies to design and media services.

**10.2** Upon full payment of the agreed remuneration, the Customer receives the non-exclusive right, unlimited in time, to use the software in executable form for the contractual purpose. Until then, the Customer may use the software provisionally and pass it on in the ordinary course of business in accordance with Clause 10.4. Wilfatec may revoke this permission if the Customer is in default of payment and a reasonable additional period has expired. Use by customers of the Customer who have already received the vehicle or machine remains unaffected.

**10.3 Licence per vehicle.** The licence unit is the individual vehicle or the individual machine. One licence covers use of the software on all control units and displays of that vehicle or machine, including replacement units. For each additional vehicle and each additional machine, the Customer requires a further licence at the price stated in the Order Documents, otherwise at Wilfatec's price valid at the time of the order. The provisions below on vehicles apply mutatis mutandis to machines. If Wilfatec delivers software without reference to a specific vehicle (e.g. for a test bench), the licence applies per control unit. If the software is permanently no longer used on a vehicle (e.g. because the vehicle is decommissioned), the Customer may transfer the licence to another vehicle of the same type after notifying Wilfatec. Passing on pursuant to Clause 10.4 is not such a case. The Customer may itself install the software, and copy it for that purpose, only if this has been agreed. In that case, the Customer shall report the equipped vehicles to Wilfatec.

**10.4 Passing on.** The Customer may pass on the software to its own customers as part of the vehicle or machine. In doing so, the Customer shall pass on the restrictions on use set out in Clause 10 and shall cease its own use of that copy.

**10.5 Source code.** The Customer receives the software in executable form. Source code, project files and development documentation are only part of the scope of delivery if this has been expressly agreed in text form. The provision or escrow of the source code may be agreed against separate remuneration. The Customer has no claim to this.

**10.6** The Customer may modify, adapt or decompile the software only within the limits of Sections 69d and 69e of the German Copyright Act (Urheberrechtsgesetz, UrhG). The Customer may not remove or circumvent protective measures (e.g. passwords, licence keys) or copyright notices. The Customer may change parameters that Wilfatec has designated for adjustment by the Customer, within the limits specified for them.

**10.7 Wilfatec's own building blocks.** Wilfatec uses its own libraries, function blocks, templates, tools and methods. All rights in these and in the general know-how, concepts and experience gained in performing the contracts remain with Wilfatec. Wilfatec may use and further develop them for other customers, provided that no confidential information of the Customer (Clause 19) is disclosed in the process.

**10.8** The Customer only receives exclusive rights, the right to adapt or the right to sublicense if this has been expressly agreed in text form.

**10.9 Third-party software.** If the delivery contains software from third-party manufacturers (e.g. runtime systems, firmware, operating systems), the licence terms of the respective rights holder take precedence with regard to the scope and limits of use of these components. Rights in the event of defects and liability between Wilfatec and the Customer continue to be governed by these GTC.

**10.10** The Customer may use other work results (e.g. documentation, plans, training documents) for the contractual purpose, in particular for the operation, maintenance and documentation of the vehicle or machine vis-à-vis its own customers.

**10.11** If the Customer uses software or work results beyond the agreed scope, it owes Wilfatec's customary remuneration for this. Further claims remain unaffected.

### 11 Use of artificial intelligence (AI)

**11.1** Wilfatec may use AI tools in providing its services, for example for program code, documentation, translations, analyses, drafts, images, visualisations and videos. The Customer agrees to this.

**11.2** For Wilfatec, AI is a tool. Results created with AI tools are checked by Wilfatec with professional expertise before they are passed on to the Customer, and Wilfatec is responsible for them in the same way as for all its other services. The provisions on defects, intellectual property rights and liability (Clauses 16 to 18) apply without change.

**11.3** The software created by Wilfatec does not itself contain any AI systems within the meaning of Regulation (EU) 2024/1689, unless otherwise expressly agreed in text form. For bought-in components and third-party software, the manufacturer's information applies.

**11.4** Wilfatec will only enter confidential information of the Customer (Clause 19) into third-party AI services whose provider has contractually undertaken to treat the inputs as confidential and not to use them for training AI models. Such providers are service providers within the meaning of Clause 19.3. In doing so, Wilfatec processes personal data only within the framework of data protection law (Clause 20).

**11.5** The Customer may mark individual documents or an entire project in text form as "not for AI services", if possible before handing them over. Wilfatec will then not enter the marked documents, or in the case of a marked project all documents of that project, into third-party AI services. A later marking takes effect for the future. If the marking results in additional effort, Wilfatec will point this out in advance and charge for it in accordance with Clause 5.2.

**11.6** For results created with AI tools, Wilfatec grants the Customer the rights of use pursuant to Clauses 10 and 15 insofar as intellectual property rights arise in them. Insofar as content has

been generated by machine without a creative contribution by a human being and therefore no copyright arises, Wilfatec does not owe the procurement of copyrights or exclusive rights. The Customer may use such content within the contractual scope. Clause 17 remains unaffected.

**11.7** Wilfatec will inform the Customer if image, audio or video content delivered has been generated or altered using AI and deceptively resembles real persons, objects, places or events. If the Customer publishes such content, the Customer is responsible for any labelling required by law.

**11.8** Before handing over its documents, the Customer shall check whether rights of others or its own obligations towards others preclude their processing with third-party AI services, for example a non-disclosure agreement with a chassis manufacturer, and shall inform Wilfatec accordingly. Clause 11.5 then applies mutatis mutandis. If the Customer culpably fails to provide this information, it shall indemnify Wilfatec against claims of third parties.

## 12 References

**12.1** Wilfatec may name the Customer as a reference. For this purpose, Wilfatec may use the Customer's company name and logo in unaltered form and describe in general terms the type of project, the task and Wilfatec's services.

**12.2** Wilfatec may show its own work results as a reference, in particular photos, videos, screenshots and visualisations of the control systems, user interfaces and other services delivered, including on the Customer's vehicle or machine. For this purpose, the Customer grants Wilfatec a non-exclusive right, free of charge and unlimited in time and territory, to use its company name, its logo and the images of the subject matter of the contract. This also applies if the Customer receives exclusive rights in work results.

**12.3** Wilfatec uses the reference on its website, in its social media channels, in presentations, offers and in trade fair and advertising materials.

**12.4** In doing so, Wilfatec will not publish any trade secrets or confidential details of the Customer, in particular no source code, circuit diagrams, prices or quantities. Vehicles, machines and user interfaces that the Customer has not yet presented to the public will be shown by Wilfatec only once the Customer has approved this. Wilfatec will only publish statements or quotations in the Customer's name with the Customer's approval. Wilfatec will only show persons, vehicle registration plates and the names, logos and lettering of customers of the Customer with their consent or in unrecognisable form.

**12.5** The Customer may object to the use as a reference at any time in text form, in whole or in part, with effect for the future. Wilfatec will then remove the content concerned from its online media within 14 days and will not use printed materials beyond the current print run.

**12.6** A separate non-disclosure agreement between the parties takes precedence over this Clause. In all other respects, this Clause continues to apply after the end of the contract.

## 13 Responsibility for the vehicle, the machine and safety

**13.1 Overall responsibility of the Customer.** Wilfatec delivers control systems, software and components for the Customer's vehicles and machines. The Customer remains the manufacturer or operator of the complete vehicle or the complete machine. Unless Wilfatec has expressly assumed the respective task in text form, the Customer is responsible in particular for

- the design of the overall system and the risk assessment;
- compliance with product safety, machinery and vehicle approval regulations;
- the conformity assessment and the CE marking;
- the operating instructions and the instruction of its own customers.

**13.2 No safety controller.** Wilfatec's deliveries are not intended to perform safety-related functions within the meaning of the standards on functional safety (e.g. EN ISO 13849, IEC 62061), unless a safety level has been expressly agreed in text form for the individual function. The Customer shall safeguard functions on which the safety of persons depends (e.g. emergency stop, protection against hazardous movements) independently of Wilfatec's control system.

**13.3 Testing.** The Customer shall test Wilfatec's deliveries in interaction with the complete vehicle or the complete machine before placing the vehicle or machine on the market or handing it over to its own customers, or using the deliveries in series production. Tests by Wilfatec do not replace this testing.

**13.4 Prototypes and pre-series versions.** If Wilfatec delivers hardware or software expressly as a prototype, sample, test version or pre-series version, it is intended for testing under the supervision of qualified persons. It is not intended for use in series production, for handover to the Customer's own customers or for use on public roads until Wilfatec releases it for this purpose or the series-production version has been accepted. Partial acceptance of a prototype or pre-series version pursuant to Clause 8.4 is not sufficient for this.

**13.5 Interfaces.** Wilfatec develops on the basis of the interface and CAN documentation provided by the Customer or by the manufacturer of the chassis, engine or third-party components, and for the agreed vehicle and software versions. If manufacturers subsequently change their interfaces, software versions or activations, this does not constitute a defect in Wilfatec's performance. Adaptations to such changes are remunerated separately.

**13.6 Changes by the Customer or third parties.** If the Customer or third parties change software, parameters or hardware without Wilfatec's consent, Wilfatec is not responsible for the consequences insofar as they are due to the change. Clause 10.6 sentence 3 remains unaffected.

**13.7 Reporting of incidents.** If the Customer becomes aware of malfunctions, security vulnerabilities, cyber attacks, accidents or near misses in connection with Wilfatec's deliveries, it shall inform Wilfatec without undue delay. The parties shall coordinate field measures (e.g. recall, software update) with each other.

**13.8** If third parties assert claims against Wilfatec on account of damage whose cause lies within the Customer's area of responsibility under this Clause, the Customer shall indemnify Wilfatec insofar as the Customer caused the damage and is responsible for it.

## 14 Remote access, portal and ongoing services

**14.1** This Clause applies insofar as Wilfatec provides ongoing services, for example remote access and remote maintenance, data and portal services, hosting or software maintenance ("Ongoing Services"). Their

content and scope are set out in the Order Documents. Clauses 14.2 and 14.5 apply to all remote access and to all operating data, even without a contract for Ongoing Services.

**14.2 Remote access.** Wilfatec will only access vehicles, machines or systems remotely after coordination with the Customer. The Customer shall ensure that the vehicle or machine is in a safe state during remote access and that a qualified person on site monitors the process and can stop it at any time. If the vehicle or machine is in the possession of a customer of the Customer, the Customer shall obtain that customer's consent beforehand.

**14.3 Availability.** Wilfatec owes the availability stated in the Order Documents. If none is stated there, Wilfatec operates the Ongoing Services with the care of a diligent provider but does not promise any specific minimum availability. Mobile network and internet connections and other third-party services are only part of Wilfatec's performance insofar as Wilfatec itself has commissioned them. Announced maintenance work of a reasonable extent does not count as downtime. Clauses 16 and 18 apply to interruptions for which Wilfatec is responsible.

**14.4** The Customer shall keep access data secret and pass them on only to authorised persons. If misuse is suspected, the Customer shall inform Wilfatec without undue delay.

**14.5 Operating data.** Wilfatec may process non-personal data that arise during the operation of the control systems delivered, during remote access and during use of the Ongoing Services (e.g. operating, status and diagnostic data) in order to

- provide the services;
- find and rectify faults;
- ensure safety and security;
- further develop products and Ongoing Services.

Wilfatec will not derive from these data any insights into the economic situation or the processes of the Customer or its customers that could harm their competitive position. Wilfatec will only pass the data on to third parties insofar as this is necessary for the performance of the contract (e.g. to technical service providers) or the Customer has consented. If the Customer passes on the vehicle or machine and remote access or Ongoing Services are to continue, the Customer shall inform its own customer of this use of data beforehand and obtain that customer's consent. Statutory rights of access to the data remain unaffected.

**14.6 Term.** Unless otherwise agreed, contracts for Ongoing Services run for twelve months from the date on which the Ongoing Services are made available. They are extended by a further twelve months in each case unless terminated in text form with three months' notice to the end of the term. The right to terminate for good cause and mandatory statutory rights to switch providers remain unaffected.

**14.7 Price adjustment.** Wilfatec may adjust the remuneration for Ongoing Services at the beginning of a new contract year to reflect changes in the costs of personnel, data centre, mobile communications and licences. The adjustment corresponds to the development of these costs. Wilfatec will announce it in text form at least four months before the beginning of the new contract year and state the change in costs. If the costs decrease overall, Wilfatec will reduce the remuneration accordingly. In the event of an increase, the Customer may terminate the contract with effect from the end of the current contract year within one month of receipt of the announcement.

**14.8** If the Customer is in default with the remuneration for Ongoing Services and does not pay even after a reminder setting a reasonable deadline, Wilfatec may block access until payment is made. The obligation to pay the remuneration remains in force.

## 15 Design, media and websites

**15.1** This Clause additionally applies to design and media services, for example display design, user interfaces, visualisations, 3D models, videos, presentations and websites.

**15.2 Drafts and revisions.** The number of drafts and rounds of revisions is set out in the Order Documents. If nothing is stated there, one draft and two rounds of revisions are included. Wilfatec charges for further drafts and revisions on a time basis.

**15.3 Rights.** Upon full payment, the Customer receives the non-exclusive right, unlimited in time and territory, to use the accepted final result for the contractual purpose. Wilfatec will not supply customer-specific designs (e.g. logo, website, video, user interface in the Customer's corporate design) to third parties. By way of derogation from Clauses 10.5, 10.6 and 10.8, the Customer may maintain and further develop websites itself or through third parties. The Customer receives the files required for this. Drafts, variants not selected and other editable working and project files (source files) remain with Wilfatec and are only handed over if this has been agreed. The Customer only receives further rights (e.g. exclusivity, adaptation) if this has been expressly agreed in text form. Clause 12 remains unaffected.

**15.4 Third-party material.** If the service requires third-party material (e.g. fonts, images, music, 3D models, software libraries), the licence terms of the rights holders apply to it. The Customer bears licence costs insofar as they are shown in the Order Documents or have been agreed in advance.

**15.5 Customer content.** The Customer is responsible for the accuracy and lawfulness of the content, statements, trade marks, logos and data it specifies. Wilfatec does not owe a legal review, in particular not with regard to trade mark law, unfair competition law and data protection law or statutory labelling obligations. If Wilfatec identifies obvious infringements of the law, it will inform the Customer.

**15.6 Websites.** The Customer is responsible for the operation, content, legal notice (Impressum), privacy policy and mandatory statutory information of its website. Unless otherwise agreed, the Customer concludes contracts with hosting and domain providers in its own name.

# C. DEFECTS, LIABILITY AND FINAL PROVISIONS

## 16 Rights in the event of defects

**16.1 Quality.** The decisive factor is primarily the quality agreed in the Order Documents. In the case of software, this includes the agreed functions under the agreed conditions of use (hardware, vehicle and software versions). Insofar as nothing has been agreed, the statutory provisions apply.

**16.2 Inspection and notice of defects.** The Customer shall inspect goods delivered without undue delay. The Customer shall give notice of detectable defects within ten working days (Werktage: Monday to

Saturday, excluding public holidays) of handover of the goods (Ablieferung) and of hidden defects within ten such working days of their discovery, in each case in text form. If the Customer fails to give notice, the goods are deemed approved in this respect (Section 377 HGB). If the Customer is not a merchant (Kaufmann), this applies only to obvious defects. It does not apply to fraudulently concealed defects.

**16.3 Description of the defect.** The Customer shall describe the defect precisely enough for Wilfatec to be able to understand and trace it, in the case of software including the circumstances under which it occurs. The Customer shall support Wilfatec in identifying the cause, for example by providing logs, remote access and access to the vehicle or machine.

**16.4 Subsequent performance.** In the event of a defect, Wilfatec will, at its own choice, remedy the defect or deliver a replacement. In the case of software, Wilfatec may also remedy the defect by providing a new software version and may provide a reasonable workaround until then. The Customer shall give Wilfatec the time and opportunity required for this. The place of performance for subsequent performance is Ulm. Wilfatec may, at its own choice, also remedy defects by remote access or at the location of the vehicle or machine. Replaced parts become the property of Wilfatec.

**16.5** Wilfatec bears the expenses necessary for subsequent performance in accordance with the statutory provisions.

**16.6** If subsequent performance fails, is unreasonable for the Customer or is refused by Wilfatec, the Customer may reduce the price or withdraw from the contract in accordance with the statutory provisions. There is no right of withdrawal in the case of an insignificant defect. In the case of work performance, the Customer's right to remedy the defect itself after a reasonable period has expired without result remains unaffected. Wilfatec owes damages and reimbursement of futile expenses only in accordance with Clause 18.

**16.7 No defect.** There are no rights in the event of defects insofar as a fault is due to

- natural wear and tear or improper handling, storage or operation;
- installation, commissioning, modification or repair by the Customer or third parties contrary to the instructions of Wilfatec or the manufacturer;
- operating conditions outside the specification (e.g. voltage, temperature, humidity, vibration);
- items provided by the Customer or the Customer's specifications or designs;
- interaction with vehicles, components or software versions that were not agreed (Clause 13.5).

In the case of items provided by the Customer and the Customer's specifications and designs, this does not apply if Wilfatec recognised faults in them, or ought to have recognised them on expert examination, and did not point them out to the Customer.

**16.8 Unjustified notice of defects.** If Wilfatec examines a reported fault at the Customer's request and there is no defect, Wilfatec may charge for the effort if the Customer could have recognised that there was no defect.

**16.9 Manufacturer's guarantees.** Wilfatec passes on to the Customer manufacturer's guarantees that go beyond the rights in the event of defects. This does not constitute a guarantee by Wilfatec itself.

**16.10 Limitation period.** Claims for defects become time-barred after twelve months. The period begins upon handover (Ablieferung) in the case of goods and of software that is not work performance, and upon acceptance in the case of work performance. The statutory periods apply to Ongoing Services pursuant to Clause 14. The statutory periods also apply

- in cases of intent, gross negligence and fraudulently concealed defects;
- to damage arising from injury to life, body or health;
- to claims under the German Product Liability Act (Produkthaftungsgesetz) and under a guarantee given;
- to rights of third parties on the basis of which surrender of the goods can be demanded (Section 438 (1) no. 1 BGB);
- to buildings and to items that have been used for a building in accordance with their customary use and have caused its defectiveness (Section 438 (1) no. 2, Section 634a (1) no. 2 BGB);
- to the Customer's recourse under Sections 445a, 445b and 478 BGB.

## 17 Third-party intellectual property rights

**17.1** Wilfatec provides its deliveries and services in such a way that, taken by themselves and when used in accordance with the contract, they do not infringe any intellectual property rights of third parties in Germany and in an expressly agreed country of destination. This does not constitute a guarantee.

**17.2** If a third party asserts justified claims on account of the infringement of intellectual property rights, Wilfatec will, at its own choice and expense, obtain the right of use, modify the delivery or service so that it no longer infringes the intellectual property right, or replace it. If this is not possible with reasonable effort, the Customer may reduce the price or withdraw from the contract in accordance with the statutory provisions. Damages are governed by Clause 18, the limitation period by Clause 16.10.

**17.3** The Customer shall inform Wilfatec without undue delay in text form of the claims asserted, shall not acknowledge the infringement and shall leave the defence and settlement negotiations to Wilfatec. If the Customer breaches these obligations, its claims lapse insofar as Wilfatec suffers a disadvantage as a result.

**17.4** The Customer has no claims insofar as the infringement is due to specifications or items provided by the Customer, to a use that was not agreed, or to the fact that the Customer has modified the delivery or service or combined it with products that do not originate from Wilfatec. In these cases, the Customer shall indemnify Wilfatec against claims of third parties if the Customer is responsible for the infringement.

## 18 Liability

**18.1** Wilfatec is liable without limitation

- in cases of intent and gross negligence;
- for injury to life, body or health;
- under the German Product Liability Act (Produkthaftungsgesetz);
- for fraudulently concealed defects and to the extent of a guarantee given by Wilfatec.

**18.2** In cases of simple negligence, Wilfatec is only liable if a material contractual obligation has been breached. Material obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Customer regularly relies and may rely. In

this case, liability is limited to the damage that was foreseeable at the time the contract was concluded and is typical for contracts of this kind.

**18.3** In all other respects, Wilfatec's liability in cases of simple negligence is excluded.

**18.4 Loss of data.** In cases of simple negligence, Wilfatec is liable for the loss of data and software versions only up to the cost of restoration that would have been incurred if the Customer had made regular and proper data backups (Clause 4.5).

**18.5** Where software is provided for a limited period and in the case of Ongoing Services, Wilfatec is liable for defects that already existed when the contract was concluded only in the event of fault on Wilfatec's part (Verschulden) (Section 536a (1) alt. 1 BGB).

**18.6** Clauses 18.1 to 18.5 apply to all claims for damages and for reimbursement of futile expenses, irrespective of their legal basis. They also apply in favour of Wilfatec's legal representatives, employees and vicarious agents.

**18.7** Claims for damages on account of defects become time-barred in accordance with Clause 16.10. The statutory limitation periods apply to all other claims.

## 19 Confidentiality

**19.1** Both parties shall treat as confidential all non-public business and technical information of the other party that they receive in connection with the contract and shall use it only for the contract. This obligation applies until five years after the end of the respective contract. For source code and other trade secrets, it applies for as long as they remain secret.

**19.2** This does not apply to information that is generally known or becomes known without a breach of this Clause, that the receiving party already knew, developed independently or lawfully received from third parties, or that it must disclose by law or by order of an authority.

**19.3** The parties may pass on confidential information to employees, subcontractors and service providers (e.g. IT and cloud providers) insofar as these recipients need it for the contract and are bound to confidentiality. They may only pass on confidential information to third-party AI services if the provider has contractually undertaken to treat the inputs as confidential and not to use them for training AI models.

**19.4** Clause 10.7 (Wilfatec's own building blocks), Clause 12 (References) and Clause 14.5 (Operating data) remain unaffected.

## 20 Data protection

**20.1** Both parties shall comply with data protection law. Wilfatec processes the contact data of the Customer's contact persons in order to initiate and perform contracts. Details are set out in the privacy notice on Wilfatec's website.

**20.2** If Wilfatec processes personal data for the Customer on the Customer's behalf, for example in the case of remote access, portal services or the analysis of vehicle and operator data, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR beforehand. The Customer is responsible for ensuring that it is permitted to transmit the data to Wilfatec.

## 21 Export, sanctions, cross-border transactions

**21.1** Deliveries and services are subject to the proviso that they are not precluded by any provisions of German, European or other applicable foreign trade, export control and sanctions law. Delays due to authorisation procedures extend the delivery and performance periods accordingly. If a required authorisation is not granted, either party may withdraw from the contract to that extent.

**21.2** When passing on the deliveries (hardware, software, technology, documentation), the Customer shall comply with the applicable export and sanctions regulations. In particular, the Customer shall not pass the deliveries on to persons, organisations or countries that are subject to embargoes or sanctions of the European Union.

**21.3 No onward delivery to Russia or Belarus.** The Customer may not sell, export or re-export Wilfatec's deliveries, directly or indirectly, to the Russian Federation or to Belarus or for use there. The Customer shall make reasonable efforts to ensure that its own customers also comply with this obligation and shall monitor this in an appropriate manner. If the Customer becomes aware of violations or of circumstances that jeopardise compliance, it shall inform Wilfatec without undue delay. If the Customer breaches these obligations, Wilfatec may terminate the contract without notice and stop further deliveries. If the Customer is responsible for the breach, it is liable for damages.

**21.4** On request, the Customer shall provide Wilfatec without undue delay with the information and documents required for export control checks, in particular regarding the final recipient, the final destination and the intended use.

**21.5** In the case of deliveries abroad, Wilfatec files the export declaration unless otherwise agreed. The Customer is responsible for import and bears customs duties, import charges and fees. For VAT-exempt deliveries, the Customer shall provide the required evidence (e.g. VAT identification number, entry certificate (Gelangensbestätigung)). Otherwise, Wilfatec will subsequently charge the statutory VAT.

## 22 Final provisions

**22.1** Amendments and additions to the contract should be made in text form. The precedence of individual agreements remains unaffected.

**22.2** The Customer may assign claims arising from the contract to third parties only with Wilfatec's consent. Section 354a HGB remains unaffected.

**22.3** The place of performance for all deliveries, services and payments is Ulm, unless otherwise agreed.

**22.4** The law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**22.5** If the Customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in Germany, Ulm is the exclusive place of jurisdiction for all disputes arising from or in connection with the contract. Wilfatec may also sue the Customer at the Customer's general place of jurisdiction.

**22.6** The contract language is German. If Wilfatec provides the Customer with a translation of these GTC, the German version prevails in the event of discrepancies.

**22.7** If individual provisions of these GTC are invalid in whole or in part or have not become part of the contract, the remainder of the contract remains valid. The statutory provisions apply in place of the invalid provision.