



Fricke und Mallah

Microwave Technology GmbH

Standard Commercial Terms and Conditions for Contracts of Sale and the Supply of Goods to be Manufactured

I. General Provisions

1. Applicability of the Contract Terms

- (1) These contractual terms apply exclusively to businesses.
- (2) All work services and related offers provided by Fricke und Mallah Microwave Technology GmbH (hereinafter: "Fricke und Mallah") as well as cost estimates are issued solely based on these contract terms. They are part of all contracts for work and services concluded by Fricke und Mallah with their contractual partners (hereinafter: "Client") for the services offered. These terms also apply to all future services or offers to the Client, even if not explicitly agreed upon again.
- (3) The Client's or third-party terms do not apply, even if Fricke und Mallah does not explicitly object to them. Any reference by Fricke und Mallah to documents that include or refer to such terms does not imply acceptance.

2. Contract Content

- (1) The only legally binding basis for the contractual relationship between Fricke und Mallah and the Client is the written contract for work and services, including these terms. This contract fully reflects the agreements between the parties. Any oral commitments made by Fricke und Mallah before the conclusion of the contract are legally non-binding and are replaced by the written agreement unless explicitly stated otherwise.
- (2) Details provided by Fricke und Mallah about the service (e.g., weight, dimensions, usability, tolerance, and technical data) and representations (e.g., drawings and illustrations) are approximate unless precise conformity is necessary for the intended use. These details are not guaranteed characteristics but descriptions or identifiers. Deviations customary in trade or those required by legal regulations or resulting from technical improvements, as well as substitutions with equivalent parts, are permitted as long as the service's usability is not impaired.

3. Binding Offer Period

Fricke und Mallah is bound by its offers for one month from the date of issuance unless stated otherwise in the offer.

4. Pricing

- (1) Prices are quoted in EURO plus:
 - The applicable VAT at the time of invoicing,
 - Transportation costs that Fricke und Mallah is contractually obliged to arrange but not bear,
 - Any applicable customs duties, fees, and taxes levied by authorities outside the Federal Republic of Germany.
- (2) If Fricke und Mallah incurs such costs in the performance of its contractual obligations, the Client must reimburse or indemnify Fricke und Mallah accordingly.



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5. Permits

All necessary permits and licenses, whether public or private, required for performance are to be obtained by the Client at their expense.

6. Place of Performance

Unless otherwise agreed, the place of performance is Peine.

7. Performance deadlines

- (1) Deadlines or dates promised by Fricke und Mallah for the provision of the contractually agreed services (performance deadlines) are always only approximate, unless a fixed deadline or date has been expressly promised or agreed. If dispatch has been agreed, performance periods shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
- (2) Compliance with the performance deadlines presupposes the timely and proper fulfilment of the obligations and duties of the client (duties to cooperate), in particular insofar as the client's cooperation is required to clarify technical, organizational or commercial issues. If the client violates this and is responsible for this, the execution deadlines shall be extended accordingly plus a reasonable start-up period. Fricke und Mallah reserves the defence of non-performance of the contract.
- (3) Para. 2 sentence 2 shall also apply in the event that Fricke und Mallah itself does not receive a required authorization or permit on time without Fricke und Mallah being responsible for this.
- (4) If the subject matter of the order is extended or modified, the execution deadlines shall be extended in accordance with the additional work caused by the extension or modification as well as any delays in the processing of the original subject matter of the order caused by this.
- (5) If the customer is in default of acceptance or culpably violates other obligations to co-operate, Fricke und Mallah is entitled to demand compensation for the damage incurred in this respect, including any additional expenses. If Fricke und Mallah stores the work after the transfer of risk or if the customer is in default of acceptance, the storage costs amount to a flat rate of 0.25% of the invoice amount of the item to be stored for each week that has elapsed; the customer reserves the right to assert and prove lower storage costs. Fricke und Mallah reserves any further claims or rights.
- (6) If Fricke und Mallah is in default of performance or if performance becomes impossible for whatever legal reason, Fricke und Mallah's liability shall be limited to damages in accordance with Section I Clause 14 of these Terms and Conditions of Contract for Work and Services.

8. Transfer of risk, acceptance, dispatch

- (1) The risk of accidental loss or accidental deterioration of the work shall pass to the client upon acceptance of the work.
- (2) Acceptance cannot be refused due to insignificant defects.
- (3) If Fricke und Mallah ships the work to a place other than the place of fulfilment at the request of the customer, the risk of accidental loss or accidental deterioration shall pass to the customer at the latest upon handover of the work (whereby the start of the loading process is decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial services are rendered or if Fricke und Mallah has assumed services subsequent to the dispatch.
- (4) The work shall be deemed accepted when
 - the work is completed, and
 - Fricke und Mallah has informed the customer of this with reference to the fiction of acceptance according to this provision and has requested acceptance and



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- 12 working days have elapsed since completion or the client has started using the work (e.g. has put the work into operation) and in this case 6 working days have elapsed since completion, and
 - the customer has failed to accept the work within this period for a reason other than a defect notified to Fricke und Mallah which makes the use of the work impossible or significantly impairs it.
- (5) The regulation of § 640 para. 1 sentence 3 BGB (fictitious acceptance) is not affected by the above paragraph.
- (6) If the work is damaged or destroyed before acceptance due to force majeure, war or riot or other circumstances for which Fricke und Mallah is not objectively responsible, the customer shall pay the part of the remuneration corresponding to the work performed as well as compensation for expenses not included in the remuneration.
- (7) Insofar as partial acceptances have been agreed, the above paragraphs shall apply accordingly.
- (8) If the work is dispatched to a place other than the place of fulfilment at the request of the client, the client shall be responsible for insuring it against theft, breakage, transport, fire and water damage or other insurable risks.

9. Liability for unforeseeable events

Fricke und Mallah shall not be liable for the impossibility or delay of performance to the extent that this is caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of labor, energy or raw materials, difficulties in obtaining necessary official permits). disruption of operations of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortage of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver correctly or on time) for which Fricke und Mallah is not responsible. Fricke und Mallah shall inform the customer immediately about the impossibility of performance or the delay by naming the event mentioned in sentence 1. If such events make the performance significantly more difficult or impossible for Fricke und Mallah and the hindrance is not only of a temporary nature, Fricke und Mallah is entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the execution deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot reasonably be expected to accept the service as a result of the delay, he may withdraw from the contract by immediate written declaration to Fricke und Mallah.

10. Partial services

Fricke und Mallah is only authorized to provide partial services if the

- partial performance can be used by the customer within the scope of the contractual purpose,
- the remaining performance is ensured and
- the customer does not incur any significant additional work or additional costs as a result.

11. Terms of payment

- (1) Unless otherwise agreed, the price shall be payable as follows:
- 65% payable within 8 days without deduction upon receipt of the order confirmation,
 - 30% payable within 8 days without deduction after acceptance in Peine,
 - 5% payable within 30 days without deduction after delivery (date of delivery note)
- (2) Insofar as the parties have agreed on partial acceptances and related payment dates, para. 1 point 2 shall apply accordingly.
- (3) If the customer fails to pay by the due date, interest of 5% p.a. shall be charged on the outstanding amounts from the due date; the right to claim higher interest and further damages in the event of default shall remain unaffected.



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- (4) Fricke und Mallah is entitled to perform or render outstanding services only against -further- advance payment or -further- provision of security if, after conclusion of the contract, it becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the customer and which jeopardise the payment of the outstanding claim of Fricke und Mallah by the customer from the respective contractual relationship.
- (5) Offsetting against counterclaims of the customer or the retention of payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established.

12. Warranty claims

- (1) Warranty claims are excluded if the customer has notified Fricke und Mallah in writing of any defects not recognizable at the time of acceptance within a period of two weeks after acceptance. Warranty claims due to defects that were not recognizable at the time of acceptance are excluded if they are not reported in writing by the customer within a period of two weeks after they were recognizable.
- (2) If the client accepts the work although it is defective and the client is aware of the defect at the time of acceptance, the client's warranty rights shall be excluded without prejudice to the preceding paragraph, unless the client has reserved the right to assert its rights.
- (3) In the event of material defects, Fricke und Mallah is initially obliged and entitled, at its discretion and within a reasonable period of time, to rectify the defect or to manufacture a new product. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or new production, the customer may withdraw from the contract in accordance with the statutory provisions or reduce the price appropriately.
- (4) Insofar as Fricke und Mallah incurs additional expenses due to the subsequent fulfilment because the work is located at a place other than the place of intended use, these expenses shall be borne by the customer.
- (5) In case of defects of components of other manufacturers, which Fricke und Mallah cannot remedy due to license law or actual reasons, Fricke und Mallah will, at its discretion, assert warranty claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. Warranty claims against Fricke und Mallah shall only exist for such defects under the other conditions and in accordance with these terms and conditions of contract for work and labour if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the client shall be suspended.
- (6) Claims for defects do not exist in the case of only insignificant deviation from the agreed quality or in the case of only insignificant impairment of usability.
- (7) The warranty shall not apply if the customer modifies the work or has it modified by a third party without Fricke und Mallah's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.
- (8) The warranty shall also lapse if the client does not use and treat the work in accordance with the technical specifications, in particular if the work is operated beyond the specified performance or is not properly maintained, and the defect is attributable to this.
- (9) If the defect is due to Fricke und Mallah's fault, the customer may, notwithstanding the above paragraphs, claim damages under the conditions specified in Section I. Clause 14.



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13. Industrial property rights

- (1) Fricke und Mallah warrants in accordance with this clause 13 that the work is free from industrial property rights or copyrights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it due to the infringement of such rights.
- (2) In the event that the work infringes an industrial property right or copyright of a third party, Fricke und Mallah shall, at its discretion and expense, either modify or replace the work in such a way that no rights of third parties are infringed, but the work continues to fulfil the contractually agreed functions, or procure the right of use for the customer by concluding a license agreement. If it does not succeed in doing so within a reasonable period of time, the client shall be entitled to withdraw from the contract or to reduce the price appropriately. Any claims for damages on the part of the client shall be subject to the limitations of Section I. Clause 14 of these Terms and Conditions of Contract for Work and Services.

14. Liability for damages due to fault

- (1) Fricke und Mallah's liability, irrespective of the legal grounds, in particular for impossibility, defective or incorrect performance, breach of contract, breach of duties during contract negotiations and unauthorized action, shall be limited in accordance with this clause, insofar as fault is involved in each case.
- (2) Fricke und Mallah shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are the obligations to produce the work free of material defects in due time as well as obligations to provide advice, protection and care which are intended to enable the customer to use the work in accordance with the contract or which are intended to protect life, limb, health or the protection of the customer's property from substantial damage.
- (3) Insofar as Fricke und Mallah is liable for damages in accordance with paragraph 2, this liability is limited to damages which Fricke und Mallah foresaw as a possible consequence of a breach of contract when the contract was concluded or which it should have foreseen if it had exercised due care. Indirect damages and consequential damages, which are the consequences of defects in the work, are only eligible for compensation if such damages are typically to be expected when the work is used as intended.
- (4) In the event of liability for simple negligence, Fricke und Mallah's obligation to pay compensation is limited to the consequences of planning, notwithstanding paragraph 3.
 - for property damage and financial loss in any case to an amount of EUR 1,000,000.00 (in words: one million EUR) per claim and otherwise
 - for property damage in any case to an amount of EUR 10,000,000.00 (in words: ten million EUR) per claim and
 - for financial losses to an amount of EUR 500,000.00 (in words: five hundred thousand EUR) (corresponding to the current sum insured under the business/product liability insurance), even if it is a breach of material contractual obligations.
- (5) The above exclusions and limitations of liability shall apply to the same extent in favor of Fricke und Mallah's executive bodies, legal representatives, employees and other vicarious agents.
- (6) Insofar as Fricke und Mallah provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by Fricke und Mallah, this is done free of charge and to the exclusion of any liability.
- (7) The limitations of this clause do not apply to Fricke und Mallah's liability for intentional behavior, for guaranteed characteristics or fraudulently concealed defects, for injury to life, body or health or under the Product Liability Act.



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15. Limitation period

- (1) Claims for defects shall become time-barred one year after acceptance, at the latest one year after the earliest point in time at which the work is deemed to have been accepted in accordance with Section I. Clause 8 (4) and (5).
- (2) Paragraph 1 shall not apply to claims for defects in a building or a work whose success consists in the provision of planning or monitoring services for a building. In this respect, the statutory limitation periods shall apply from acceptance or the earliest point in time at which the work is deemed to have been accepted in accordance with Section I Clause 8 (4) or (5).
- (3) Paragraph 1 shall also not apply in cases of liability for damages resulting from injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty by Fricke und Mallah's executive bodies, their legal representatives, employees or other vicarious agents, in the event of fraudulent concealment of a defect or for guaranteed characteristics as well as liability under the Product Liability Act. In this respect, the statutory limitation periods shall also apply.

16. Retention of title

- (1) The work remains the property of Fricke und Mallah until full payment of all claims against the customer arising from the business relationship.
- (2) The customer is permitted to process or remodel the work (processing). The processing is carried out for Fricke und Mallah. However, if the value of the work belonging to Fricke und Mallah is lower than the value of the items not belonging to Fricke und Mallah and/or the processing, Fricke und Mallah shall acquire co-ownership of the new item in the ratio of the value (gross invoice value) of the processed work to the value of the other processed items and/or the processing at the time of processing. Insofar as Fricke und Mallah does not acquire ownership of the new item in accordance with the above, Fricke und Mallah and the customer agree that the customer shall grant Fricke und Mallah co-ownership of the new item in the ratio of the value (gross invoice value) of the work belonging to Fricke und Mallah to that of the other processed items at the time of processing. The above sentence applies accordingly in the case of inseparable mixing or combination of the work with objects not belonging to Fricke und Mallah. Insofar as Fricke und Mallah acquires ownership or co-ownership according to this provision, the customer shall keep them safe for Fricke und Mallah with the due care of a prudent businessman.
- (3) In the event of the sale of the work or the new item, the customer hereby assigns his claim from the resale against his customer with all ancillary rights to Fricke und Mallah by way of security, without the need for any further special declarations. The assignment shall apply including any balance claims. However, the assignment shall only apply to the amount corresponding to the price of the work invoiced by Fricke und Mallah. The portion of the claim assigned to Fricke und Mallah shall be satisfied with priority.
- (4) If the client connects the work or the new item with real estate, it hereby also assigns its claim to remuneration for the connection to the extent corresponding to the amount invoiced by Fricke und Mallah for the delivered item, without any further special declarations.
- (5) Until revoked, the client is authorized to collect the claims assigned to Fricke und Mallah under this clause 16 (Retention of Title). The client shall immediately forward payments received on the assigned claim to Fricke und Mallah up to the amount of the secured claims. If justified interests exist, especially in case of payment delay, suspension of payment, initiation of insolvency proceedings, bill protest, or justified indications of over-indebtedness or imminent inability to pay by the client, Fricke und Mallah are entitled to revoke the client's collection authorization. Furthermore, after prior warning and adherence to a reasonable period, Fricke und Mallah may disclose the security assignment, realize the assigned claims, and demand the client disclose the security assignment to the buyers.
- (6) Upon credible proof of a justified interest, the client must provide Fricke und Mallah with the information necessary to assert their rights against the buyers and hand over the necessary documents.



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- (7) During the existence of the retention of title, the client is prohibited from pledging or transferring the work as security. In the event of seizures, confiscations, or other dispositions or interventions by third parties, the client must notify Fricke und Mallah immediately. The resale of the work or new item is permitted only to resellers in the ordinary course of business and only under the condition that payment of the value of the work is made to the client. The client must also agree with the buyer that ownership is only transferred to the buyer upon such payment.
- (8) If the realizable value of all security rights held by Fricke und Mallah exceeds the amount of all secured claims by more than 10%, Fricke und Mallah shall release the corresponding part of the security rights upon the client's request. It is presumed that the conditions of the preceding sentence are met if the estimated value of the securities held by Fricke und Mallah reaches or exceeds 150% of the value of the secured claims. Fricke und Mallah may choose between different security rights when releasing them.
- (9) In case of breach of duty by the client, especially in case of payment delay, Fricke und Mallah are entitled without setting a deadline to demand the surrender of the work or the new item and/or, after setting a deadline, to withdraw from the contract; the client is obliged to surrender. A demand for surrender of the work/new item does not constitute a declaration of withdrawal by Fricke und Mallah unless expressly stated.

17. Lien

- (1) If the service is to be performed on an item owned by the client, and the service is carried out at the Peine facility, Fricke und Mallah acquire a lien on the item of the client that comes into their possession due to their claim arising from this contract.
- (2) The lien under paragraph 1 can also be asserted for claims from previously performed services, insofar as they relate to the item according to paragraph 1. For other claims arising from the business relationship, the lien only applies if and to the extent that these claims are undisputed or have been legally established.
- (3) The lien under paragraph 1 arises under the conditions stated there even if Fricke und Mallah gain possession in a manner other than at the Peine facility.
- (4) According to the above provisions, a lien can also be acquired on other items if the service is to be performed on such an item.

18. Intellectual Property, Confidentiality

- (1) Fricke und Mallah reserve ownership or copyright of all offers, cost estimates, samples, as well as drawings, illustrations, calculations, brochures, catalogs, models, tools, and other physical or intangible materials — including in electronic form — provided to the client. The client may neither make these items accessible to third parties as such or in content, disclose them, use them themselves or through third parties, reproduce, nor otherwise exploit them without explicit consent from Fricke und Mallah. Upon request, the client must return these items completely to Fricke und Mallah and destroy any copies made if they are no longer needed in the ordinary course of business or if negotiations do not result in a contract.
- (2) Insofar as Fricke und Mallah provide confidential information to the client during the offer process or the execution of a contract concluded with Fricke und Mallah, the client undertakes:
 - to maintain confidentiality,
 - not to make the information accessible to third parties and to prevent any unauthorized access by third parties,
 - not to reproduce, exploit, or distribute the information themselves or through third parties,
 - to use or exploit the information solely for the execution of the contract concluded with Fricke und Mallah.



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- (3) Confidential information includes the items under paragraph 1 as well as all other economic, technological, scientific, patent-related, and other internal information about Fricke und Mallah, their technologies and products regarding business strategies, business data, intellectual property rights, development, production, or the company in general, which the client becomes aware of during the execution of this contract or previous negotiations.
- (4) Excluded from the confidentiality obligation are such information of a contracting party:
 - that was already in possession of the other contracting party prior to handover,
 - that was already publicly known or state of the art at the time of handover and thus no longer confidential or protectable,
 - that becomes generally known after handover through publication or otherwise, unless this occurs due to a breach of confidentiality obligations under this contract by one of the contracting parties.
- (5) Employees and staff of the client who come into contact with information according to the preceding paragraphs during the execution of the contract must be correspondingly obligated to the above regulations.

19. Software Clause

- (1) Insofar as the work contains software and this software was not specifically developed for the client, the client is granted a simple right of use for the software and the documentation. The software is provided for use on the designated work only. Use of the software on more than one system is prohibited.
- (2) The client may only reproduce, modify, translate, or convert the software from object code to source code to the extent legally permitted (§§ 69a et seq. of the German Copyright Act). The client undertakes not to remove or alter manufacturer information — especially copyright notices — without the prior express consent of Fricke und Mallah.
- (3) All other rights to the software and documentation, including copies, remain with Fricke und Mallah or the software supplier. Granting sublicenses is not permitted.

20. Applicable Law

The law of the Federal Republic of Germany exclusively applies.

21. Jurisdiction

The place of jurisdiction for all potential disputes arising from the business relationship between Fricke und Mallah and the client is, at the discretion of Fricke und Mallah, either Hildesheim or the client's place of business. For lawsuits against Fricke und Mallah, Hildesheim is the exclusive place of jurisdiction. Mandatory statutory provisions regarding exclusive jurisdiction remain unaffected by this provision.

22. Contract Language

The contract language is English.

23. Written Form, Completeness

Additions and amendments to the agreements made, including these terms and conditions of the contract for work, require written form to be effective. Except for managing directors or authorized signatories (Prokuristen), employees of Fricke und Mallah are not authorized to make oral agreements that deviate from this. Transmission by fax is sufficient to comply with the written form requirement; otherwise, telecommunication transmissions, especially by email, are not sufficient.



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24. Severability Clause

If the contract or these terms and conditions for the contract for work contain gaps, the legal regulations shall be deemed agreed upon to fill the gaps which the contracting parties would have agreed upon according to the economic objectives of the contract and the purpose of the contract terms if they had known about the gap.

II. Special Assembly Conditions

1. Scope of Application

- (1) If the work is wholly or partly directed towards assembly services, the following Special Assembly Conditions apply in addition to Section I; the applicability of Section I remains fundamentally unaffected unless otherwise regulated below.
- (2) In case of conflict, the provisions of this Section II take precedence over the provisions of the preceding Section I.
- (3) Clause 16 of Section I does not apply.

2. Price

- (1) If remuneration and costs for assembly are agreed as a lump sum, Section I, Clause 11, Paragraph 1 (Payment Terms) applies.
- (2) If no separate agreement on remuneration and costs for assembly has been made, these will be invoiced according to the "Assembly Prices" schedule valid at the time of commissioning the assembly.
- (3) Otherwise, Section I, Clause 11, Paragraphs 2 to 5 apply accordingly.

3. Cooperation Obligations for Assembly Outside the Place of Performance at the Peine Facility

- (1) If the place of performance for the assembly is not at the Peine facility, the client must inform Fricke und Mallah in good time before the start of work about the safety regulations applicable at the assembly location and provide the means necessary to comply with these safety regulations.
- (2) The client must ensure assembly freedom and provide assistance. This specifically includes:
 - Provision of suitable auxiliary workers in the required number and at the required time (bricklayers, carpenters, locksmiths, other necessary skilled workers and helpers),
 - Provision of necessary compressed air, heating, and operating power, necessary energy and water connections, as well as the required supply lines to the assembly location and lighting,
 - Provision of necessary scaffolding,
 - Carrying out required cleaning, earthworks, construction, and bedding work, especially necessary foundation and chipping work, opening and closing of roof penetrations,
 - Free accessibility of the assembly location for the assemblers, assembly vehicles, and assembly equipment,
 - Provision of the necessary devices and tools, especially lifting equipment, compressors, as well as necessary consumables and materials such as scaffolding wood, wedges, supports, cement, plaster and sealing material, lubricants, fuels, pulling ropes and belts,
 - Obtaining any necessary official permits for the assembly,
 - Provision of suitable workrooms including washing facilities and sanitary installations, lockable rooms for storing tools.



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- (3) The auxiliary workers provided by the client must follow the instructions of the responsible Fricke und Mallah employee conducting the assembly (assembly supervisor). Fricke und Mallah is not liable for defects or damages caused by the auxiliary workers unless the defect or damage was caused by instructions from the assembly supervisor. In this case, Fricke und Mallah's liability is limited to damages according to Section I, Clause 14.

4. Liability of the Client for Provided Items

If Fricke und Mallah provides items during the assembly under Clause 3, particularly tools and machines, and these are damaged or lost on the assembly site without fault of Fricke und Mallah, the client must compensate for these damages.

5. Cooperation Obligations for Assembly at the Place of Performance at the Peine Facility

For assemblies at the Peine facility, the client must inform Fricke und Mallah comprehensively about all technical specifications of the assembly item, possible hazards, and other circumstances important for the fulfillment of this contract. Unless otherwise agreed, the client must provide any special tools and devices required for the assembly at their own expense.

6. Insurance Coverage

During the assembly period at the Peine facility, there is no insurance coverage for the assembly item. The client is responsible for maintaining existing insurance coverage regarding fire, water damage, storm, and machinery breakdown insurance. Insurance coverage for these risks can only be arranged upon the client's explicit request and at their expense.

III. Special Repair Conditions

1. Scope of Application

- (1) If the contract concerns repair services, the following Special Repair Conditions apply in addition to Sections I and II; the provisions of Sections I and II remain generally unaffected unless otherwise stipulated below.
- (2) Repair services are considered assembly services within the meaning of Section II.
- (3) The provisions of this Section III take precedence in case of conflict with the preceding Sections I and II.
- (4) Clause 16 of Section I applies.

2. Price

- (1) If the remuneration and costs of the repair are agreed as a lump sum (including within a binding cost estimate), Section I Clause 11 Paragraph 1 (Payment Terms) applies.
- (2) If no separate agreement on the remuneration and costs of the repair has been made, these will be invoiced according to the "Repair Prices" valid at the time the repair is commissioned.
- (3) Section I Clause 11 Paragraphs 2 to 5 apply accordingly.
- (4) When calculating the repair costs according to the "Repair Prices" annex, prices for used parts, materials, and special services as well as prices for labor, travel, and transport costs must be itemized separately.



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3. Estimated Repair Price, Cost Limits, Cost Estimate

- (1) Where possible, the estimated repair price will be given to the client upon conclusion of the contract; the client may set cost limits regardless of this.
- (2) If the repair cannot be carried out at the estimated price or within the set cost limits, or if Fricke und Mallah consider additional work necessary during the repair, the client's consent must be obtained if the expected costs are likely to exceed the stated amount by more than 15%.
- (3) If a cost estimate with binding prices is requested before the repair is carried out, this must be expressly requested by the client. Such a cost estimate is binding only if provided in writing, unless otherwise agreed. It is subject to a fee. Services rendered for preparing a cost estimate will not be charged to the client if they can be used for the execution of the repair.

4. Repair Not Feasible

- (1) The effort incurred and documented during repair work (fault-finding time equals working time) will be charged to the client even if the repair cannot be carried out for reasons not attributable to Fricke und Mallah, in particular because
 - a) the reported fault did not occur during inspection,
 - b) spare parts cannot be procured,
 - c) the client culpably missed the agreed appointment,
 - d) the contract was terminated during the execution of the work.
- (2) The repair item only needs to be restored to its original condition at the explicit request of the client and at the client's expense, unless the work performed was unnecessary.

5. Delivery / Pickup

Unless otherwise agreed, the repair item must be delivered and picked up at the client's expense.