



**1. Scope of these General Terms and Conditions of Business**

1.1 These General Terms and Conditions of Business (terms) apply to all offers, sales, deliveries and services provided by the company UTIKAL Automation GmbH & Co. KG (hereafter referred to as "we"), in the version valid at the time of the customer's order. The terms are an integral part of all contracts concluded concerning the deliveries and services we offer. They also apply to all future offers, sales, deliveries and services even if they are not the subject of a further separate agreement.

1.2 Our terms apply exclusively. Amendments and supplements shall be made exclusively by our Managing Director or "Prokurist" (member of management with signing authority) entered in the Commercial Register as authorised to represent the company. Oral agreements and declarations made by other persons who have not been specifically authorised by our management to make such agreements and declarations are only effective if they are confirmed in writing by the management. Business or purchasing conditions of our customers or third parties shall not become part of the contract even if we do not expressly contradict them. Even if we refer to correspondence that contains the business conditions of our customer or a third party or refer to such, there is no agreement to the validity of these conditions.

1.3 Trade clauses shall be interpreted in accordance with Incoterms®, published by the International Chamber of Commerce in Paris, in the version valid at the time of conclusion of the contract.

**2. Offers and contract conclusion; additional services**

2.1 Our offers and cost estimates are non-binding and this applies to all the content and data provided, unless they are marked as binding or contain a specific validity or acceptance period. Legally binding contracts or orders are concluded either by the acceptance of a binding offer or by our order confirmation. If the customer does not receive a separate order confirmation, our delivery note or our invoice shall be regarded as an order confirmation.

2.2 We reserve all property rights and copyrights to cost estimates, drawings and all other offer documents. The customer must not make offer documents, including those in electronic form, available to third parties without our consent.

A culpable breach of this obligation shall constitute a claim against the customer to pay a contractual penalty to us amounting to 3% of the net offer sum of the underlying offer/cost estimate. If no offer sum has been made, the contractual penalty shall amount to €500.00 for every breach. We reserve the right to assert further claims whereby the contractual penalty shall be charged for any damage incurred.

2.3 Should an order not be placed, all the offer documents are to be returned to us immediately; the customer must irretrievably delete any electronic data on all data carriers and hardware devices and confirm this in writing at our request.

2.4 If the customer calls up additional services above and beyond our order confirmation, these additional services are not included in the price of the order confirmation but must be paid for separately. We reserve the right to comply with changes requested by the customer only after payment of an appropriate advance payment for the additional costs resulting from the change.

**3. Our Services**

**3.1 Scope of services, documentation**

The scope of our contractual services is set out in our order confirmation or in our binding offer. Technical and functional specifications or any other specifications of the customer are only binding if they are expressly recognised by us. Documentation is only owed by us if it has been expressly agreed in the contract.

**3.2 Generally accepted good engineering practice and security**

The customer is obliged to check our deliveries and services prior to their use to ensure that they offer sufficient security in terms of availability, authenticity, integrity, and confidentiality in their operational or production processes (security). Specific security requirements shall only be fulfilled if they have been expressly agreed upon.

Section 3.3 remains unaffected by this.

**3.3 Rules and instructions for services in the field of safety**

Services in accordance with the technical norm IEC 61508 (functional safety of safety-related electrical/electronic/programmable electronic systems) and all norms derived from this are only owed if this is expressly agreed in our order confirmation. If the customer has received hardware or software or services from us which fall within the scope of the norm IEC 61508 or derived forms of this, it is the customer's responsibility to strictly comply with and implement the safety instructions and recommendations of the manufacturer of the hard- and software and our instructions. We also strongly recommend using current hardware and installing

the latest software versions including all updates and upgrades. Otherwise, the functionality of the relevant technical system may be impaired which, particularly in the safety area, could lead to corresponding bodily injury, property damage and financial loss for which we are not responsible.

**3.4 Engineering and planning**

3.4.1 Subject to our order confirmation, our engineering and planning services include the development, design and (if agreed) documentation for the electronic control of industrial plants on the basis of the data and information provided by the customer.

3.4.2 The implementation of our engineering and planning services is only considered part of our order if this is agreed separately.

**3.5 Delivery and installation of hardware**

3.5.1 Hardware is understood as the physical components of a computer system or the control system of an industrial plant (including control cabinets).

3.5.2 We supply our customers with the hardware according to the definitions in our order confirmation and the specifications of the hardware manufacturer. Subject to other contractual agreements, we supply with the hardware the documentation (operating instructions and installation instructions) intended and provided by the manufacturer, at our option also in electronic form, for example as a link (Internet reference) to the manufacturer's website, unless this is unreasonable for the customer.

3.5.3 We shall only provide installation services if this is expressly agreed. If installation has been agreed, we are responsible for the functionality of the hardware in accordance with the manufacturer's specifications up to the start of the interface between the supplied hardware and the system or plant components that are provided by the customer or a third party. We are only responsible for the function of the interface if this was expressly agreed beforehand.

3.5.4 Please note: hardware requires regular care and maintenance. Otherwise the functionality of the hardware may be impaired. Care and maintenance services provided by us require a separate and explicit order.

**3.6 Creation, transfer, adaptation and implementation of software**

3.6.1 Depending on the content of our order (our order confirmation is authoritative), we create, transfer, adapt and implement software to control industrial plants.

3.6.2 Unless expressly agreed, the customer is not entitled to the delivery and use of the source code of our software.

The following applies to software that we have developed ourselves:

It is not permitted to retranslate the source code into other code forms (decompilation) nor to carry out any other forms of reverse engineering of the source code or of other production stages of the software. The customer is responsible for requesting from us the interface information required for purposes of interoperability between our software and an independently created computer program or customer system.

Apart from that, program changes and the creation of works that are derived from our software, in particular for error removal, are only permitted if this is absolutely necessary for the contractual use of the computer program. Before the customer removes any defects in the software himself or through third parties, he must allow us at least two attempts to remove the defect.

3.6.3 The customer is entitled to use the software supplied by us to control the industrial plant designated in the contract. The use of the software on a different hardware from the one it was installed on at the beginning of its use or to control another industrial plant is not permitted unless the software has been irretrievably erased on the original hardware or is no longer being used to control the original industrial plant.

**Please note:**

**Using the software that we have supplied on a different industrial plant from the one provided for in the contract shall take place at the customer's own risk. We shall bear no responsibility if the software fails to function on any other hardware than the hardware stipulated in the contract or is used to control any other industrial plant and shall not be liable for any loss or damage in this respect.**

3.6.4 For software produced by other manufacturers, the customer must observe their licence conditions.

3.6.5 We are entitled to carry out an audit at our customer's premises to observe the actual use of the software. Our customers are obliged to cooperate in an appropriate manner with such audits and to send us suitable proof of compliance with usage rights.

3.6.6 For the adaptation and implementation of software, clause 3.5.3 applies accordingly.

3.6.7 Unless otherwise agreed, the customer shall receive the software at our option on a data carrier or by making it available for download.

3.6.8 We shall only be obliged to update the software if this has been expressly agreed or if this is part of the agreed quality of the software. The elimination of exploitable vulnerabilities within the deadlines specified in Section 15 remains unaffected by this, whereby it is also reasonable for the customer to use work-arounds that have been identified or are known to them.

### 3.7 Training

3.7.1 We provide training services, for example in the use of control software, at the request of our customers; these are not part of commissioning.

3.7.2 Our training courses are services. They are conducted in German; the use of English technical terms is permitted. Success is not guaranteed.

3.7.3 We only prepare training materials on the basis of a separate agreement.

3.7.4 Our training personnel are professionally and technically qualified. Otherwise, we are free to select and provide the training personnel. If we designate specific persons for training, this is done for reasons of personnel planning; the customer has no claim to the provision of a specific person for training.

If the training takes place at the customer's premises, our training personnel are subject to the customer's house rules, but under no circumstances are they subject to the customer's authority.

### 3.8 Maintenance

#### 3.8.1 Services provided

Unless otherwise agreed, our maintenance services include

- a) the testing of functions specified in our order confirmation using the testing methods and measures defined there on the date set for our testing and
- b) the documentation of the tests in testing and maintenance reports.

We shall take any measures to remedy any identified need on the basis of a separate order from the customer, for example to replace worn parts, install and parameterise hardware or software etc. The same applies to measures to remedy malfunctions.

The permanent operational capability of the functions tested by us is neither guaranteed by us nor is it a contractual requirement.

3.8.2 Unless otherwise agreed, the customer is responsible for applying for service work to be carried out at the required service intervals.

### 3.9 Other services

Our respective order confirmation applies to all other services, in particular for

- a) the analysis of faults or malfunctions reported to us,
- b) measures to remedy malfunctions (whereby a successful outcome is not required),
- c) the parameterisation of control systems or plants and
- d) advice to our customers.

### 3.10 Services for or by data transmission

If we carry out or set up our services for our customers by data transmission, we shall access customer systems and components via a communications network (for example the Internet) from a computer outside the customer system (remote access). Subject to other agreements, the following applies in this case:

3.10.1 If the customer desires services via remote access, he is obliged to keep and maintain the necessary equipment for this ready for operation. The customer is responsible for the condition of the necessary hard- and software at the customer's site and for the telecommunications connection between the customer and ourselves up to the transfer point of our services (see below clause 3.9.2).

3.10.2 The transfer point for our services by data transmission is the router output of our IT system.

The customer is obliged to refund any expenses we incur for having to acquire or maintain software or other equipment in our IT system that is required for a data exchange with the customer through the security technology stipulated by the customer (for example encryption systems).

3.10.3 We would like to point out that due to limited performance capacity and transmission speeds, it is not possible to provide undisturbed access to the Internet, which can impair the services provided by data transmission.

3.10.4 If we are commissioned to set up a data transmission, our services include the installation of the software module ordered. The customer himself remains responsible for the functioning and IT security of his own IT system and Internet connection.

3.10.5 The start and finish of the individual data transmissions and all measures undertaken in this connection are recorded in our computer system. Our records are authoritative for the documentation of the data transmission.

### 4. Usage rights and industrial property rights

4.1 Subject to other agreements and our order confirmation, we grant our customer the simple, non-exclusive right to use our services (engineering and planning, software and other work results) for the contractually agreed purpose in the agreed country of destination. Without an express agreement, the country to be regarded as the agreed country of destination shall be that country given as the service or delivery address according to our order confirmation. Our customers shall release us from all claims of third parties that are based on the assertion that our services are being used in violation of the contract.

4.2 Regarding the use of inventions that we have jointly developed with our customer as part of a project ("joint inventions"), we shall reach a mutual agreement with

our customer. At our request, the customer is obliged to lay claim to the invention or the share in the invention in relation to his employees and to take part in the registering of property rights for the invention.

If the customer wishes us to lay claim to the invention of one of our employees, he shall release us from our obligation to pay employee inventor compensation to our employee in this respect.

Unless expressly agreed otherwise, the customer is not entitled to any further rights in relation to our services. The customer's ownership of the relevant data carriers and copies shall remain unaffected.

### 5. Risk transfer and acceptance

5.1 As a basic principle, we deliver ex works (Incoterms: EXW). If the customer requests the dispatch of a contractual object (e.g. to his branch), the risk of accidental destruction, deterioration, and delay passes to the customer, as soon as we have handed over the contractual object to the transport company ex works. This shall also apply if partial services are rendered or if we carry out additional services for commissioning or assembly of the dispatched object on site at the customer's branch. The contractual object shall only be insured, e.g. against transport damage, at the written request of the customer and this request must reach us no later than 14 days before the day of dispatch.

5.2 If we are commissioned by the customer to carry out services to install hardware, implement software, perform assembly or repair work, the risk for these services is transferred to the customer when the acceptance has taken place. The customer is obliged to carry out the acceptance within 12 working days of receiving our written request. If the acceptance does not take place within the specified time limit for reasons for which we are not responsible or if we are not advised of any significant defect, then the acceptance shall be deemed to have taken place when the time limit has expired. In the event of insignificant defects, the customer may not refuse acceptance.

The customer must confirm the acceptance. Partial acceptances are permitted if this is reasonable for the customer.

### 6. Subcontractors and services of third parties

6.1 We are entitled to use subcontractors for our service as our vicarious agents. The contract does not require us to deliver highly personal services and this also applies to service contracts.

6.2 If we suggest that our customer commissions third parties with certain services, a contractual agreement will come into being solely between the customer and the third party. This third party shall act on his behalf and for his own account, he is not our vicarious or performing agent.

### 7. Delivery dates and delivery periods, partial services

7.1 Our order confirmation is authoritative for delivery dates and delivery periods (period between order confirmation and delivery date). The delivery period shall be extended within reason if and insofar as

- a) our customer does not provide us immediately on receipt of the order confirmation with all the technical data required to provide the services as specified in the order;
- b) the plans and designs that we have created in accordance with the information of our customer pursuant to letter a) are not immediately approved,
- c) we do not receive from our suppliers all the materials required for our services in accordance with the contract on time and in full without any fault on our part, or
- d) failure to meet the deadline is attributable to
  - aa) force majeure (e.g., natural disasters, dangers of the sea and air, fire, flood, drought, sabotage, accidents, embargoes, unrest, mobilization, war, acts of terrorism, riots, pandemics, or endemic diseases) or similar events (e.g., industrial action),
  - bb) official measures or legal orders through no fault of our own, e.g. as a result of infection control measures or customs restrictions,
  - cc) malicious software or other attacks by third parties on our IT system, insofar as these have caused harmful effects despite protective measures taken with the usual care.

7.2 The delivery period shall also be extended by a reasonable amount of time if the customer does not present to us the plans, public permits or other information he must procure in good time and in full or if he changes his specifications for approved designs and plans or fails to pay an advance payment or payment on account.

7.3 We are liable for delay in performance in cases of intent or gross negligence in accordance with legal provisions. Our liability in cases of gross negligence is, however, limited to the foreseeable damage typical of the contract concerned if none of the exceptions listed in sentence 5 of this provision apply. Otherwise, our liability due to delay in performance for compensation for damages in addition to performance shall be limited to 5 % of the order value. Further claims on the part of the customer are excluded and this also applies after the expiry of any deadline imposed on us. The above-mentioned limitations of liability shall not apply in the case of fatalities, physical injuries or damage to health or in the case of a breach of major contractual obligations. Major contractual obligations are considered to be those whose violation would endanger or exclude the purpose of the contract, i.e. the performance as agreed in the



- contract. The above regulations do not involve a change in the burden of proof to the disadvantage of the customer.
- 7.4 Part performances are permitted if this is reasonable for our customer.
- 8. Export of our services**  
The customer is solely responsible for complying with the legal provisions and other specifications usual in the industry that apply to the export and the use of our services and products when delivered to countries outside the European Union. The same applies to the export and use of technologies based on our development work.
- 9. Cooperation of the customer**  
In order to ensure successful implementation of our services, we work closely with our customers. We expect our customers to cooperate with us in a way that is costneutral for us, demand-oriented and appropriate so that we are able to carry out our contractual services as required, in particular we require
- the provision of test data, test systems, samples,
  - the provision of suitable employees for the acceptance and for preliminary tests and as a contact person for our questions,
  - the submission by the customer to us of proper documentation for the operation of the industrial plant or components forming the subject of the contract,
  - the agreement with us of extensive repairs and alteration works if industrial plants and components are affected that are to be processed by us,
  - the provision of any necessary scaffolding for assembly work, lifting gear, forklift trucks, transport equipment, safety harnesses, lighting etc.
  - the provision of all the permits required under public law or certifications ordered by third parties which are required to operate an industrial plant to be processed by us,
  - the provision of information on all the interfaces that adjoin the services we provide,
  - the maintenance of any remote connection required (in this connection see clause 3.9 of these terms),
  - the granting of access and entry to the industrial plant forming the subject of this contract for ourselves and the provision of suitable rooms for our employees to use and for the safekeeping of our equipment (if necessary in our customers' rooms).
- It is the responsibility of the customer to organise a functional and current data backup, we are not required to do so.
- The customer is responsible for the operational safety of the area surrounding plants and equipment.**
- 10. Early termination of orders**  
If the customer cancels an order prematurely in accordance with Section 648 BGB (German Civil Code), we can at our option demand:
- a) remuneration claims pursuant to Section 648 sentence 2 BGB (German Civil Code) or in its place
  - b) für alle bereits erbrachten Leistungen die vereinbarte Vergütung und für die zum Zeitpunkt der Kündigung noch nicht erbrachten Leistungen: einen Pauschalbetrags in Höhe von 40% der hierfür vereinbarten Vergütung, wobei dem Kunden der Nachweis vorbehalten bleibt, dass die uns gemäß lit. a) zustehende Vergütung geringer ist als der Pauschalbetrag.
  - c) the agreed remuneration for all the services already provided and for services not yet provided at the time of cancellation, a lump sum amounting to 40% of the remuneration agreed for this whereby the customer reserves the right to establish that the remuneration we are entitled to pursuant to letter a) is less than the lump sum.
- 11. Prices, payments by our customers**
- 11.1 Our prices are quoted exclusive of statutory sales tax, without deduction of a cash discount and any customs duties, packaging, freight and insurance as well as without bank fees if these are incurred due to the payment method adopted by the customer (for example foreign payments).  
Unless otherwise agreed, payments must be made direct to us in euros. Our invoices are to be paid on the 10th day after their receipt by the customer.  
When the payment term has expired, the customer shall fall into default without further explanation unless he has paid. Irrespective of further default claims made by us, the customer is obliged to pay interest on the outstanding invoice amount during the default period at 9% points above the base rate pursuant to Section 247 Paragraph 1 BGB (German Civil Code). We reserve the right to file further claims.
- 11.2 The payment is to be made by bank, giro or postal transfer. The effective payment date is the date of the bank credit memo. Payments shall always be made to settle the oldest accounts payable plus the accrued default interest and costs. The delivery of a cheque does not count as payment if it has not yet been cashed. The delivery of a bill of exchange is only permitted with our prior express agreement.
- 11.3 We reserve the right in cases of default of payment to retain contractual objects and services that have been ordered until all outstanding invoices have been settled. Additionally, if it becomes apparent after conclusion of the contract

- that our payment claim is at risk due to the customer's inability to pay, we shall be entitled to refuse performance (advance payment) and (if necessary, after setting a deadline) to withdraw from the contract in accordance with the statutory provisions. In the case of contracts for the manufacture of non-fungible goods or the creation of custom software, we shall be entitled to declare our withdrawal immediately. The statutory provisions on the dispensability of setting a deadline shall remain unaffected.
- 11.4 The customer's right of set-off against counterclaims is excluded unless the set-off is carried out against an undisputed, acknowledged or legally established debt. The customer may only withhold due payments if his right of retention is undisputed, acknowledged or legally established.
- 11.5 If the customer receives an invoice from us in which the bank details differ from those on the last invoice paid, the customer shall confirm the bank details by telephone with a representative or employee known to them before making payment.
- 12. Our security rights**
- 12.1. Physical delivery objects (in particular hardware and data carriers) shall remain our property until all the claims to which we are entitled against the respective customer from the business relationship have been fully satisfied.  
On transferring software and other intangible services, the customer's right to use the software or our services and to take advantage of any maintenance services shall be in abeyance as long as the customer is in default of payment. In this case, we are entitled to withdraw from our contract to provide software after the prior setting of a deadline and to demand compensation.
- 12.2 During the retention of title, the customer is not permitted to make a pledge or transfer by way of security. Resale is only permitted for resellers in the ordinary course of business and only under the conditions that the payment of the equivalent value of the contractual object is made to us. The customer must also agree with his buyers that the latter are only acquiring ownership with this payment. The customer is obliged to insure our reserved property during the retention of title against fire, theft, water and other damage. The customer hereby assigns the claims from this physical property insurance to us and we hereby accept the assignment.
- 12.3 Our customer is permitted to process the objects delivered by us and to combine or mix them with land or movable property. The processing, mixing or combination (hereafter referred to together as "processing" and with reference to the contractual object: "processed") shall, however, be carried out for us; the object resulting from the processing shall be referred to as "new goods". The customer shall keep the new goods safe for us with the attention of a diligent businessman.
- In the case of processing with other objects that do not belong to us, we are entitled to co-ownership of the new goods amounting to the share resulting from the ratio of the value of the processed, mixed or combined contractual object to the value of the remaining processed object at the time of the processing. If the customer acquires sole ownership of the new goods, our customer will give us coownership of the new goods in the ratio of the value of the processed contractual object to the remaining processed object at the time of the processing.
- 12.4 If the customer combines the contractual object or new goods with land or moveable property, he shall also assign to us by way of security his claims to remuneration arising from the combination, including all ancillary rights, in proportion of the value of the contractual object or the new goods to the other combined goods at the time of combination, without the need for any further special declarations.
- 12.5 In the case of the sale of the contractual object or new goods, the customer hereby assigns his claim to further sale against his buyer with all ancillary rights to us by way of security without this requiring any further special declarations. The assignment only applies to the amount that corresponds to the price of the contractual object invoiced to us, however. The portion of the claim assigned to us has a prior claim to satisfaction.
- 12.6 Until further notice, the customer is authorised to collect the assigned claims referred to in this section (security rights). The customer is obliged to pass on any payments made on the assigned claims up to the amount of the secured claim to us immediately. We are entitled to revoke the customer's collection authority if there is an important reason to do so, in particular in the case of default of payment, cessation of payment, opening of insolvency proceedings, protest of a bill or reasonable indications for over-indebtedness or impending insolvency of the customer. We can also disclose the security assignment after giving prior warning and observing an appropriate deadline, turn the assigned claims to account and demand that the customer disclose the security assignment to his buyer.
- 12.7 The customer must inform us immediately of any attachments, seizures or other orders or interventions by third parties.
- 12.8 If the realisable value of all security rights to which we are entitled exceeds the amount of all secured claims by more than 10%, we will release a corresponding part of the security rights at the customer's request; we are entitled to choose between various security rights when making the release.

13. Management of material defects

- 13.1 Our services correspond to the agreed characteristics and specifications in accordance with our order confirmation. We shall remove any material defects at our option either by repair or delivery of a new item. If there are only minor deviations from the agreed quality or minor impairments to the usability of our services, these do not justify any claims for defects on the part of the customer. We are entitled to make the remedying of any material defects dependent on the customer paying any outstanding payments to us if these payments are proportional in value to the goods or service considered defective. The customer may only exercise retention rights due to a material defect under the above-mentioned conditions.
- 13.2.1 Our customer shall bear any necessary expenses for the purpose of subsequent fulfilment if they increase due to our deliveries and services being carried out at another place than the delivery or service address quoted in our order confirmation (unless the provision corresponds to the proper use of our deliveries and services). In the case of an unjustified notice of defect, irrespective of any further claims by us, our customer shall reimburse our expenses arising from inspecting and, if requested, removing the (alleged) defect.
- 13.2.2 If the customer has integrated a faulty item received from us in accordance with its nature and purpose into another item or fits it to another item, we are entitled to remove the faulty item and the installation or the fitting of the repaired or newly delivered item if the professional implementation of the work required for this purpose is guaranteed by us or a third party commissioned by us. Otherwise the customer is entitled to a refund of the expenses for the removal or dismantling of the faulty item and the fitting or installation of an item that is free from defects.
- 13.3 When two attempts at supplementary performance have failed, the customer is entitled to set an appropriate period of grace for the removal of the defects. The customer must point out expressly and in writing that he reserves the right to withdraw from the contract if there are any further failures.
- 13.4 If the supplementary performance also fails in the grace period, the customer can withdraw from the contract or reduce the agreed remuneration accordingly. Any claims for compensation from the customer shall be made in accordance with section 15 of these terms.
- 13.5 If the customer resells our deliveries or services, the customer's recourse claims pursuant to Section 445a of the German Civil Code (BGB) shall only apply insofar as the customer has not entered into any agreements with its customers that go beyond the above rights in respect of defects.

14. Management of alleged infringements of third-party property rights and defects of title

- 14.1 Our services are free of any possible property rights of third parties. However, this guarantee only applies in the agreed country of destination according to clause 4.1 of these terms and only in as far as our services are used in accordance with the contract.
- For the removal of a defective title, clause 13 applies accordingly. If the violation of the third party's property right cannot be avoided or removed with reasonable economic effort, we are entitled to withdraw from the order in question.
- 14.2 If a third party raises claims that prevent our customer from using our services in accordance with the contract, the customer must inform us in writing immediately and comprehensively. The customer must coordinate with us concerning the judicial and extra-judicial defence of alleged claims; any procedural acts, judicial or extrajudicial acknowledgements and settlements may only be carried out with our consent. If our consent has not been given, we are not bound to such acknowledgements and settlements and also not obliged to refund to the customer or release him from any payment obligations, expenses and other disadvantages. Clause 15 of these terms otherwise applies to the customer's claims for compensation.

15. Liability regulations and limitation period

- Unless otherwise agreed to the contrary, the following applies to the customer's claims to compensation or reimbursement of expenses incurred in vain regardless of the legal nature of the claim:
- 15.1 For damages arising from fatalities, physical injury and damage to health caused by a wilful act or gross negligence on our part, by a legal representative or vicarious agent, we accept liability in accordance with legal provisions. This shall also apply if a promised characteristic of our service is lacking or there is a basis for liability under the product liability law.
- 15.2 Apart from this, we only accept liability if a major contractual obligation (for definition of a major contractual obligation, see clause 7.3 above) is violated. The claim for damages due to the violation of major contractual obligations is limited to the foreseeable damage typical of the contract concerned. Liability is also limited in cases of gross negligence to the foreseeable damage typical of the contract concerned if none of the exceptions listed in clause 15.1 apply.
- 15.3 The liability for data loss is limited to the typical recovery costs which would have arisen if backup copies had been made regularly and in line with the risk.
- 15.4 The provisions in this clause 15 apply to compensation in addition to performance and compensation in lieu of performance, for whatever legal reason, in particular for defects, breach of other obligations under the contract or liability

- in tort. Clause 7 shall remain unaffected by this.
- 15.5 The limitation period for claims and rights of the customer in respect of material defects and defects of title – for whatever legal reason – amounts to one (1) year after delivery or acceptance. This also applies to the customer's claims for compensation, regardless of the legal basis of the claim and regardless of whether the compensation claim is connected with a defect or not as well as for claims for the refund of expenses incurred in vain and due to impossibility.
- The limitation periods according to these sentences 1 and 2 in no. 15.5 shall not apply in the case of intent, gross negligence, fraudulent concealment, an assumption of a guarantee - if necessary to be expressly agreed - concerning the qualities of our services, as well as in the case of compensation claims due to fatalities, physical injury or injury to health or the freedom of a person, in the case of claims arising from the product liability law or in the case of violation of major contractual obligations; the statutory limitation periods apply to these claims.
- 15.6 Unless expressly stated otherwise, the legal provisions concerning the start of the limitation period, the expiry suspension, the suspension and the new start of periods shall remain unaffected by this.
- 15.7 No change in the burden of proof to the customer's disadvantage is connected with the above-mentioned regulations.

16. Non-disclosure

Both we and the customer are obliged to keep any confidential information exchanged at the time of the offer or during the execution of an order secret for an indefinite period and to protect it from access by unauthorised persons in accordance with state-of-the-art technology. This affects all information labelled as confidential or that in other circumstances is recognisable as a business and company secret of the respective other party. Legal disclosure obligations shall remain unaffected by this.

17. Final provisions

- 17.1 The place of performance for all orders issued to us is the registered office of UTIKAL Automation GmbH & Co. KG.
- 17.2 The laws of the Federal Republic of Germany shall apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 17.3 The place of jurisdiction for all disputes relating to an order issued to us is the registered office of UTIKAL Automation GmbH & Co. KG.
- 17.4 For the interpretation of these terms, the German version shall prevail.

Version as at: December 2025

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USt-IdNr: DE312959863  
Sitz: Achstetten-Bronnen  
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