

Terms and Conditions Governing the Provision of Goods and Services by Minimax Mobile Services GmbH

MINIMAX

MOBILE SERVICES

A. General Provisions

1. Scope of Application / Exclusion of Third-Party Terms and Conditions

The following terms and conditions shall apply, even without express agreement, to all – including future – deliveries, services and offers provided by Minimax Mobile Services GmbH ("MINIMAX"), unless different terms and conditions have been expressly agreed. MINIMAX does not recognise the client's general terms and conditions; these are expressly rejected. These terms and conditions shall apply even if MINIMAX fulfils its contractual obligations without reservation whilst being aware of any conflicting or deviating terms and conditions of the client.

2. Conclusion of the Contract

2.1 All agreements between MINIMAX and the Client relating to the contract and its performance must be in writing to be valid.

2.2 Quotations from MINIMAX and the drawings, illustrations, dimensions, weights and other performance data contained therein are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. MINIMAX shall be bound by binding offers for six weeks from the date of the offer, unless a different acceptance period is specified in the offer.

2.3 If the client's order constitutes an offer under Section 145 of the German Civil Code (BGB), MINIMAX may accept this offer within two weeks of its receipt, unless the client has specified a different acceptance period.

2.4 If the offer from MINI-MAX was not marked as binding or the acceptance period has expired, a contract shall only come into effect upon written order confirmation from MINI-MAX. Should there be no order confirmation in individual cases or should the contract come into effect without an order confirmation, the offer from MINI-MAX shall be decisive for the content of the contract. If the client and MINIMAX have jointly signed a written document relating to the delivery and this document contains all the terms of the contract, this document shall be deemed equivalent to a written order confirmation.

2.5 Where an export licence is required for the performance of the contract, the conclusion of the contract is subject to the condition precedent of the grant of the export licence. The same applies to the issue of a 'zero notice' (see 3. below), provided that MINIMAX has drawn attention to this in the quotation or in the order confirmation.

2.6 Contractual components and order of precedence

The components of the contract are (unless otherwise agreed):

- The order confirmation from MINIMAX
- if available: the contract signed by MINIMAX and the client:
- the quotation from MINIMAX,
- if available: the client's declaration of acceptance,
- these General Terms and Conditions
- The General Contract Conditions for Construction Works – DIN 1961; VOB Part B together with the relevant General Technical Contract Conditions for Construction Works DIN 18299 et seq. VOB Part C.

In the event of any conflict between the aforementioned contractual components, the order of precedence of the provisions shall be determined by the sequence set out above, whereby the provision taking precedence shall supersede the subordinate provision to the extent that the provision taking precedence is open to supplementary interpretation.

3. Export controls

Insofar as the legal validity or performance of the contract is subject to the condition of compliance with export control legislation under applicable German, US, other national and EU law, the Client must provide MINIMAX with all necessary information and documents so that MINIMAX can assess any restrictions under export control law, apply for the necessary official authorisations or information, and fulfil any notification obligations.

If MINIMAX has any doubts as to whether such restrictions apply, MINIMAX may require that a legally binding opinion be obtained from the competent export control authority (e.g. a 'negative decision').

If restrictions under export control legislation prevent the transaction from going ahead, or if doubts regarding such restrictions cannot be resolved by obtaining such a statement within a period of 3 months following the relevant

request by MINIMAX, or if the contracting party fails to fulfil its duty to cooperate within 3 weeks of being requested to do so by MINIMAX, MINIMAX shall be entitled to withdraw from the contract. Claims against MINIMAX arising from delays or non-performance due to export control restrictions or the clarification of related doubts are excluded, except in cases of wilful misconduct or gross negligence.

The client shall be solely responsible for import licences, import duties and taxes, unless otherwise expressly agreed.

4. Rights to documents

MINIMAX holds the sole ownership and copyright to quotations, illustrations, drawings, calculations and other documents – including those in electronic form. They must not be made available to third parties, or reproduced or distributed by the Client or through third parties, without the express consent of MINIMAX, unless

- a) this is required under mandatory applicable legal framework or a court or regulatory order, and the client has immediately informed MINIMAX in writing of the relevant obligation; or
- b) the confidential information is made available to the client's advisers in connection with the interpretation or performance of the contractual documents or any dispute arising therefrom, and the adviser has previously undertaken in writing to the client to maintain confidentiality or is already bound by professional confidentiality obligations."

Information and documents provided to MINIMAX by the client shall be deemed non-confidential unless they are expressly marked as confidential.

5. Specification of the scope of services / Exclusions from services

a) Provision of scaffolding, power and other assembly equipment

MINIMAX shall provide only those services expressly designated in the contract as obligations of MINIMAX. The client shall

carry out all other services, obligations to cooperate and acts of provision necessary for the performance of the services at its own expense and in good time. This applies in particular to the items required for assembly, such as scaffolding, lifting equipment and other apparatus, power and water at the site of use, including connections, heating and lighting, protective clothing and safety equipment required due to the specific circumstances of the work site.

b) Duty to notify regarding Incidents, faults and changes

The client must inform Minimax of all events directly or indirectly related to the fire protection system before work commences. These include, for example, fires or faults, as well as changes to the system, the building or its use.

c) Structural details and routing of services

The client must provide the necessary details regarding the location of concealed electrical, gas and water pipes or similar installations, as well as any structural data that may be required, before work commences.

d) Site preparation

Before work commences, the work site and access routes must be cleared, and all necessary preparatory work must be completed to such an extent that the work can begin as agreed and be carried out without interruption.

e) Additional costs in the event of delays

If the provision of services is delayed due to circumstances for which MINIMAX is not responsible, the client shall bear, to a reasonable extent, the costs for waiting time and any additional travel required by MINIMAX staff or the installation personnel deployed.

f) Certificates of completion

The client must certify to MINIMAX that the work has been carried out.

g) Uninterrupted work: a prerequisite for our performance is uninterrupted work environment. This requires the

performance; for work that must be continued the following day, the fire-extinguishing system is left out of operation in the meantime. During periods when the system is not operational, the client bears sole responsibility for ensuring fire safety and is responsible for organising any necessary compensatory measures.

h) Note on the use of water-polluting substances

The operation of fire-extinguishing systems may require the use of water-polluting substances such as foaming agents, corrosion inhibitors, algaecides, antifreeze and/or fuel. Due to the nature of the system, the extinguishing agent may leak from the building. The operator must ensure that any leaking extinguishing agents and fuels are properly collected and disposed of. MINIMAX accepts no liability for environmental damage and/or consequential environmental damage and/or any other damage of any kind in the event of activation. We strongly recommend consulting the relevant authority or the wastewater treatment operator.

Any drainage facilities provided by the operator must be designed in such a way that water-polluting substances are properly collected and/or disposed of. If the operator designates a drain or collection device to MINIMAX, MINIMAX may assume that it complies with the Water Pollution Control Ordinance (AwSV). Should this not be the case, the operator shall, at their own responsibility, provide suitable collection device at their own expense and, as the responsible party, shall dispose of the collected water-polluting substances on their own responsibility.

i) Use of subcontractors

MINIMAX is entitled to engage subcontractors at any time to fulfil its obligations.

j) Work involving a fire hazard

When carrying out the cutting, welding, defrosting, soldering and similar work notified by MINIMAX, the Client must itself take the safety measures necessary to protect its property and the health of the Client and third parties.

k) Frost protection measures

Areas at risk of frost must be protected by the client in such a way that water-carrying fittings and pipes to be installed or already installed by MINIMAX are not endangered.

6. Prohibition on Assignment

Any assignment of rights arising from the contractual relationship by the client to third parties requires the written consent of MINIMAX.

7. Force majeure

7.1 Force majeure shall be deemed to exist if an event occurs which prevents MINIMAX or the Client ('the affected contracting party') from fulfilling one or more of their obligations under the contract, provided that the contracting party affected by the hindrance proves that:

- a) this impediment is beyond its reasonable control; and
- b) it could not reasonably have been foreseen at the time the contract was concluded; and
- c) the effects of the impediment could not reasonably have been avoided or overcome by the affected contracting party.

7.2 If the affected contracting party fails to fulfil one or more of its contractual obligations due to the failure of a third party to whom it has entrusted the performance of the whole or part of the contract, the affected contracting party may invoke force majeure only to the extent that the requirements for the existence of force majeure, as defined in paragraph 1 of this clause, apply not only to the affected contracting party but also to the third party.

7.3 Unless proven otherwise, the following events affecting the affected contracting party shall be presumed to fulfil the conditions for the existence of force majeure under paragraph 1(a) and (b). In such a case, the affected contracting party need only prove that the condition under paragraph 1(c) is in fact fulfilled:

- a) war (whether declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilisation;
- b) civil war, civil unrest, rebellion and revolution, a military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy;
- c) Currency and trade restrictions, embargoes, sanctions;
- d) Lawful or unlawful official acts, compliance with laws or government orders, expropriation,

seizure of works, requisition, nationalisation;

- e) Plague, epidemic, natural disaster or extreme natural event;
- f) Explosion, fire, destruction of equipment, prolonged disruption to transport, telecommunications, information systems or energy supplies;
- g) general industrial unrest such as boycotts, strikes and lockouts, work-to-rule, and the occupation of factories and buildings.

7.4 The affected contracting party must notify the other party of the event without delay by email.

7.5 A contracting party affected by such an event who successfully invokes this clause shall be released from the obligation to fulfil its contractual obligations and from any liability for damages or any other contractual legal remedy arising from a breach of contract; however, this shall only apply if the party concerned notifies the other contracting party without delay of the occurrence of the event referred to in paragraph 1. If such notification is not made without delay, the exemption shall only take effect from the time at which the notification reaches the other contracting party. The other contracting party may suspend the performance of its obligations, if force majeure is in fact deemed to exist, from the time of such notification.

7.6 If the effect of the event invoked is temporary, the consequences set out in paragraph 5 shall apply only for as long as the invoked impediment prevents the affected contracting party from fulfilling its contractual obligations. The affected contracting party must notify the other contracting party as soon as the impediment no longer prevents it from fulfilling its contractual obligations.

7.7 The affected contracting party is obliged to take all reasonable measures to minimise the effects of the event invoked in relation to the performance of the contract.

7.8 If the duration of the claimed impediment results in the performance of the contract becoming wholly or partially impossible, either contracting party may terminate the contract within a reasonable period. The contracting parties expressly agree that the contract may be terminated if the duration of the event

referred to in paragraph 1 lasts for more than 120 days.

7.9 If paragraph 9.8 applies and one party has gained an advantage in the performance of the contract as a result of an act by the other party prior to the termination of the contract, it must compensate the other party for the value of that advantage.

8. Reservation of the right to supply oneself

In view of the current supply situation for various raw materials, there is no guarantee that, despite having placed sufficient orders, there will always be enough raw materials available to fulfil all outstanding orders. In this respect, our offer to you is subject to a reservation of supply, meaning that in the event of non-delivery or insufficient supply to our pre-production facilities – even though we have placed identical orders with reliable suppliers – we shall be released from our obligation to perform to the extent that we may postpone the agreed delivery dates or withdraw from the contract. We are obliged to inform the client immediately of the unavailability of the service and, in the event of withdrawal, shall immediately refund any consideration already paid by the client. The reservation regarding our own supply shall not apply if the failure to supply or the delay is attributable to MINIMAX.

...

B. Prices and Terms of Payment

I General provisions regarding prices and terms of payment

1. Price validity period

Prices are calculated on the basis that all work will be carried out within the agreed completion period. If the performance of the service does not commence until more than one month after the order is placed, or if the service requires several staggered deliveries of materials, the total contract sum shall increase in proportion to the rise in the Consumer Price Index (base year 2015) between the date the quotation is issued and the date of material delivery.

2. Impact of changes to laws and regulations

Any additional costs arising after the conclusion of the contract due to changes in laws, regulations, decisions by authorities and associations, and other provisions shall be borne in full by the client.

3. The following items are not included in the quoted prices:

- Foundation works and ancillary construction works, such as earthworks, bricklaying, chiselling, joinery, plumbing and painting;
- Fitting of cladding and insulation;
- The provision of fire watch personnel, where required;
- Supply and installation of water supply pipes up to the water connection or the system's feed point;
- Costs for the provision of site huts, site containers, site cleaning, site signage, building insurance and glass breakage insurance;
- Costs for electricity and water – including the filling of tanks on site;
- Supply and installation of cable runs and electrical connections;
- Connections to drainage pipes and to electrical lighting and power networks;
- Measures for equipotential bonding;
- Any necessary soil investigations or corrosion protection measures for underground pipework;

- Documents, taxes and approval fees for the system by the technical inspection body of VdS Schadenverhütung GmbH & Co. KG, the Technical Inspection Association (TÜV) or other institutions;
- Costs arising from work carried out outside normal working hours (such as overtime and night work surcharges, travel expenses, etc.). These costs will be invoiced in accordance with the current terms and conditions governing the provision of goods and services by Minimax Mobile Services GmbH.

4. Provision of premises

For the storage of materials and tools, and to accommodate the installation staff, the client must provide a lockable room for the duration of the agreed performance period, and, in winter, a heated and lockable break room for the installation staff. Furthermore, the Client must ensure that toilets and washing facilities are available to the installation staff. Should the Client fail to fulfil these obligations, MINIMAX shall be entitled, after setting a reasonable grace period, to provide these facilities at the Client's expense.

5. Restriction on set-off

The client may only set off claims that are undisputed, have been legally established, or arise from the same legal relationship.

6. Pricing / VAT

All prices are net prices and are payable plus the applicable statutory VAT.

7. Material costs / Disposal

7.1 Where MINIMAX's quoted prices do not include materials, any materials consumed and test equipment used (leak detection spray and test gases, etc.) shall be charged additionally at the applicable rates in accordance with MINIMAX's price list. Replaced parts remain the property of the client and must be disposed of by the client, unless MINIMAX is obliged to do so by mandatory statutory provisions. If MINIMAX undertakes the disposal of the replaced parts outside the scope of any legal obligation, MINIMAX is entitled, provided that disposal is not mandatorily free of charge by law

, to charge a flat-rate disposal fee of €10.00 per invoice in addition to the agreed disposal costs. MINIMAX is also entitled to charge a flat rate of 10 per cent of the material costs, but at least €9.90 per invoice.

7.2 Packaging disposal

MINIMAX ensures the return of packaging supplied by MINIMAX from the client, as well as its professional and proper recycling. In doing so, MINIMAX fulfils the take-back obligation in accordance with Section 15 of the Packaging Act. The purpose of the take-back obligation is to ensure that packaging is collected separately from other waste so that it can be properly recycled or reused.

7.3 The packaging is to be returned to MINIMAX at Minimaxstraße 1, 72574 Bad Urach, on working days during normal working hours. The client must deliver the packaging to MINIMAX and give prior notice of the return.

The costs incurred for delivery and recycling shall be borne by the client. MINIMAX is entitled to charge a flat rate of 10 per cent of the material costs, but not less than €9.90 per invoice, for packaging to be disposed of by MINIMAX and for its disposal.

7.4 If the packaging supplied by MINIMAX is not returned in accordance with clause 8.3 above, the client shall be responsible, at its own expense, for the professional and proper recycling of the packaging.

8. Disposal of end-of-life equipment

The Client undertakes to dispose of the delivered goods properly at its own expense in accordance with statutory provisions once they are no longer in use. The Client shall indemnify MINIMAX against the obligations under Section 10(2) of the ElektroG (manufacturer's take-back obligation analogous to the WEEE Directive 2012/19/EU) and any related claims by third parties. The Client must contractually oblige any commercial third parties to whom it passes on the delivered goods to dispose of them properly at their own expense in accordance with statutory provisions once they are no longer in use, and to impose a corresponding obligation in the event of further transfer. Should the

Client fails to contractually oblige third parties to whom it passes on the delivered goods to assume the disposal obligation and to impose a corresponding further obligation, the Client shall be obliged to take back the delivered goods at its own expense upon cessation of use and to dispose of them in accordance with statutory provisions. The manufacturer's claim for indemnity by the purchaser shall not become time-barred until two years have elapsed since the final cessation of use of the equipment. The two-year period during which the limitation period is suspended shall commence, at the earliest, upon receipt by the manufacturer of a written notification from the client regarding the cessation of use.

If the client is found to be experiencing financial difficulties, MINIMAX is entitled, in order to secure the purchaser's disposal obligation, to demand a bank guarantee for the amount of the expected disposal costs arising from all past transactions, or to retain payments as security. To impose a further obligation. Should the client fail to contractually oblige third parties to whom it transfers the delivered goods to assume the disposal obligation and to impose a further obligation, the client shall be obliged to take back the delivered goods at its own expense upon cessation of use and to dispose of them in accordance with statutory provisions.

9. Terms of payment

All claims are due immediately and must be settled no later than 14 days after the invoice date.

II Special Terms and Conditions for Various Deliveries and Services

a) WORK

1. Billing on a time-spent basis / Work certificates

Services provided on a contract basis are invoiced on a time-spent basis. A certificate of work detailing the time spent shall be issued and submitted to the representative appointed by the client for confirmation. If the client does not appoint a representative, or if the representative is not present to check and countersign the certificate, the client shall, in case of doubt, bear the burden of proving that the records of time spent are inaccurate.

2. Reference to the current price list

Contract work shall be invoiced in accordance with the price list for contract work current at the time the contract is concluded.

3. Travel times

Travel times (journey to and from the site) and waiting times for which MINIMAX is not responsible shall be invoiced at the flat rates set out in the current price list.

4. Normal working hours

MINIMAX's standard working hours are: Monday to Thursday 07:30 to 16:00, Friday 07:30 to 13:00.

5. Surcharges

Percentage surcharges are applied for overtime, night work, work on Sundays and public holidays, and for particularly difficult working conditions: these are calculated on the basis of the hourly rates stated in the current price list.

Overtime (from the 9th hour of work)	25%
Night work (between 7.00 pm and 7.00 am)	20
Work on Sundays and on public holidays, provided these fall on a Sunday	75
Work on Easter Sunday and Whit Sunday, as well as on 1 May and Christmas Day, even if they fall on a Sunday	200%
Work on all other public holidays, provided they do not fall on a Sunday	200%
Work on ladders and scaffolding with a platform less than 90 cm wide, from a working height of 10 m or more	20
Work in enclosed containers, in crawl spaces up to a height of 1.20 m, in rooms with temperatures of 35 °C or above	25%

If several supplements apply at the same time, all supplements are to be paid in addition to one another.

6. Other labour costs

Agreed services in connection with installation work, such as installation supervision, acceptance inspections, functional tests, amendments to certificates and drawings, etc., shall be invoiced in accordance with the rates specified in the current price list for contract work.

7. Costs for service vans

Where agreed, the use of a service van shall be invoiced in accordance with the terms set out in the current price list

8. Costs for emergency call-outs

For emergency call-outs, i.e. call-outs arranged at short notice in the event of a fault, we charge an additional flat rate of

€100.00 per call-out, provided that no maintenance contract has been concluded with MINIMAX which covers the emergency call-out without an additional flat-rate charge.

9. Impact of operational changes to the premises

The remuneration for inspection and maintenance work is based on the agreed scope and the operating conditions of the system, subject to the proviso that, in the event of a change to the scope of the system or the operating conditions, MINIMAX is entitled to adjust the remuneration accordingly. MINIMAX shall inform the customer in advance, by means of a quotation, of the expected additional costs, provided that MINIMAX has been notified of the change at least one month before the next inspection and/or maintenance is carried out.

10. Additional remuneration for work not agreed upon

Where the remuneration for the contractual services described in the maintenance contract is not a flat rate, repair work and other tasks, repairs and waiting times for which MINIMAX is not responsible, which are not specified in the annex to the maintenance contract, must be commissioned separately and shall be carried out as contract work in accordance with these terms and conditions and invoiced in accordance with the price list.

11. Price adjustments

MINIMAX is entitled to adjust the agreed maintenance prices if the level of the Federal Minimum Wage changes in accordance with Section 5 of the Federal Framework Collective Agreement for the Construction Industry in conjunction with the relevant collective wage agreements ("TV Lohn/West, TV Lohn/Ost, TV Lohn/Berlin"). Subject to any other agreements, the adjustment shall take place at the same time and in the same percentage ratio as the change to the Federal Basic Wage within MINIMAX's respective operational scope.

12. Automatic commissioning of minor additional works

If, in the course of maintenance, it transpires that repair measures are essential to restore the plant to its intended condition and

failure to do so would pose a safety or operational risk to the plant, MINIMAX is hereby commissioned, upon conclusion of the maintenance contract, to carry out this work up to a value limit of €1,000.00 (net) in accordance with the terms and conditions applicable here for the provision of goods and services by Minimax Mobile Services GmbH as set out in the price list, even without a separate order.

13. Right of retention

Where an advance payment in the form of an annual invoice has been agreed, MINIMAX shall have a right of retention over its services in the event of the client's default on payment. MINIMAX shall therefore only perform the agreed service once the agreed advance payment has been made in full. The exercise of this right of retention shall not constitute a default on the part of Minimax Mobile Services GmbH.

b) DELIVERIES

1. Retention of Title / Release of Collateral

The items supplied (goods subject to retention of title) shall remain the property of MINIMAX until all claims to which MINIMAX is entitled have been satisfied. Insofar as the value of all security interests to which MINIMAX is entitled exceeds the amount of all secured claims by more than 20 per cent, MINIMAX shall, at the client's request, release a corresponding portion of the security interests.

2. Prohibition on Pledging / Prohibition on Transfer of Ownership by Way of Security

Whilst the retention of title remains in force, the client is prohibited from pledging the goods or transferring ownership by way of security.

3. Obligation to notify in the event of access to goods subject to retention of title

In the event of attachment, seizure or other dispositions or interventions by third parties, the client must notify MINIMAX without delay.

4. Right of withdrawal and repossession

Breaches of obligation by the client, in particular default of payment, shall entitle MINIMAX, following the fruitless expiry of a reasonable period set for the client to fulfil its obligations, to withdraw from the contract and to reclaim the goods; the statutory provisions regarding the dispensability of setting a deadline remain unaffected. The client shall be obliged to surrender

III. Material defects

1. General principle

MINIMAX shall only be liable for material defects in relation to deliveries (including agreed installation services) and repair services. No warranty for material defects or other liability for the condition of the inspected or maintained items shall be assumed in respect of inspection and maintenance work.

2. Right of choice

Where there is a material defect, the client may demand that the defect be rectified (repair) or that a defect-free item be supplied (replacement). A claim for replacement shall only arise once MINIMAX has attempted to rectify the defect at least twice without success, or where rectification is impossible or has been refused by MINIMAX.

3. Warranty periods

Claims for material defects become time-barred after 24 months, unless the law mandatorily prescribes a longer limitation period. The limitation period begins, in the case of delivery without installation, upon delivery; in the case of delivery with installation, upon completion of the installation; and in the case of repair work, upon acceptance.

4. Obligation to give notice of defects

The client must notify MINIMAX in writing of any material defects without delay.

5. Right of retention

In the event of justified complaints regarding defects, the client may withhold payments only to the extent that this is proportionate to the material defects that have arisen.

6. Insignificant deviations

No claims for defects shall arise in the event of only minor deviations from the specified quality, provided that the deviation does not impair the item's suitability for the agreed or intended purpose.

7. Failure to comply with maintenance schedules

Failure to meet maintenance deadlines entitles

entitles the client to withdraw from the contract, provided that MINI-MAX does not carry out the maintenance in due time after the client has set a grace period of one month for this purpose.

IV. Liability

MINIMAX shall be liable in accordance with the statutory provisions, provided that the client asserts claims for damages on the grounds of wilful misconduct or gross negligence, including wilful misconduct or gross negligence on the part of MINIMAX's representatives or vicarious agents. In the absence of a wilful breach of contract, liability for damages is limited to the foreseeable, typically occurring loss.

MINIMAX shall be liable in accordance with the statutory provisions insofar as MINIMAX or its representatives or vicarious agents culpably breach a material contractual obligation. In this case too, liability for damages is limited to the foreseeable, typically occurring damage. Furthermore, liability for data loss attributable to MINIMAX is limited to the costs of restoring the data from backup copies to be created by the client and for restoring data that would have been lost even if regular, risk-appropriate data backups had been carried out. If the client does not maintain a proper and risk-appropriate data backup system, MINIMAX shall not be liable for any resulting damage.

Insofar as MINIMAX provides technical information or acts in an advisory capacity, and such information or advice does not form part of the contractually agreed scope of services owed by MINIMAX, this shall be provided free of charge and to the exclusion of any liability.

Furthermore, liability for slight negligence is limited to €5 million per claim.

Liability for culpable injury to life, limb or health remains unaffected by the above provisions; this also applies to mandatory liability under the Product Liability Act.

MINIMAX's liability arising from a guarantee assumed by MINIMAX is not governed by the above provisions, but by the terms of the guarantee and the statutory provisions.

The above provisions apply irrespective of the legal basis for liability, in particular also to non-contractual and tortious claims.

Unless otherwise agreed in this Section IV, MINIMAX's liability is excluded.

V. Data Protection

The client is hereby informed that we may collect, store, process and transmit the client's personal data (name, address and billing details) to credit reference agencies. In this context, we may also report to credit reference agencies, where applicable, data regarding the performance – whether in accordance with the contract or not – of the contractual relationship entered into with the client. In accordance with the Federal Data Protection Act, such reports may only be made insofar as this is necessary to safeguard our legitimate interests and there is no reason to assume that the client's legitimate interest in preventing the processing or use of such data outweighs this.

The credit reference agency stores the data in order to be able to provide its affiliated companies with information on the creditworthiness of clients. The credit reference agency only makes the data available to its affiliated companies if they can credibly demonstrate a legitimate interest in the data transfer and there is no reason to believe that the data subject has a legitimate interest in preventing the transfer.

VI. Compliance / Code of Conduct

MINIMAX is subject to the group-wide Code of Conduct of MINIMAX Viking GmbH. This Code of Conduct, which applies to MINIMAX and is implemented by all employees within the company, can be provided in writing upon request. Further explanations can be provided by our Compliance Officers.

For this reason, compliance with clients' own compliance frameworks – such as codes of conduct, rules of behaviour or ethical guidelines for subcontractors or suppliers – is not accepted.

Upon conclusion of the contract, the client acknowledges that it regards the Code of Conduct and the Compliance Programme of MINIMAX Viking GmbH as equivalent to its own compliance regulations.

Mandatory statutory provisions remain unaffected.

VII. Permission to be included in a reference list

The client grants MINIMAX permission to use its company name and logo free of charge in reference lists, on advertising materials such as leaflets or similar, on the MINIMAX website or in other electronic media. This authorisation may be revoked at any time in writing to MINIMAX, Corporate Communications, without giving reasons; the company name or logo may continue to be used in media that have already been printed or published.

This authorisation does not oblige MINIMAX to include the authorising company in an existing or newly created list of references. Failure to include a company shall under no circumstances give rise to any liability on the part of MINIMAX to pay damages to the company not included.

Prior to the publication of the reference list, the authorising company shall receive a printout for review and as evidence of the intended use.

Should the use of the name and/or logo in MINIMAX's reference lists not be agreed to, this paragraph VII of the General Terms and Conditions must be deleted in full by the client, who must initial the deletion.

VIII. Industrial Property Rights and Copyright

If third parties assert claims against the Client for infringement of industrial property rights or copyright arising from the Client's use of the goods or services, the Client must notify MINIMAX immediately in writing. In such cases, MINIMAX reserves the right to take all defensive and out-of-court measures to defend its legal position. The Client must assist MINIMAX in this regard.

MINIMAX shall only be liable for the infringement of third parties' industrial property rights or copyright if such rights are also vested in the respective third party for the territory of the Federal Republic of Germany or the country to which the delivery is to be made, or the states in which the subject matter of the purchase is to be used in accordance with the purpose of the contract. The latter shall apply only to the extent that the countries covered by the purpose of the contract have been expressly specified in the order confirmation.

IX. Place of jurisdiction and applicable law

Where the client is a trader, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be MINIMAX's registered office in Bad Urach. However, MINIMAX is also entitled to bring proceedings at the client's general place of jurisdiction.

German substantive law shall apply to all legal relationships in connection with this contract and its performance, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

March 2026 edition