

# General Terms and Conditions

Of

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## 1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts between Weis Technologie GmbH (hereinafter referred to as "Contractor") and its clients (hereinafter referred to as "Client") regarding the provision of technology services and business consulting. Any conflicting, contrary, or additional terms from the Client shall not become part of the contract unless the Contractor has explicitly agreed to them in writing.

## 2. Conclusion of the Contract

A contract is concluded when one of the following conditions is met:

- a) **Acceptance of an Offer:** The contract is concluded through the acceptance of an offer from one party by the other party. Acceptance occurs through an explicit written declaration.
- b) **Individual Written Contract:** The contract is also concluded if the parties agree to an individual written contract that is signed by both parties. This contract may include specific provisions that differ from the general GTC.
- c) **Written Confirmation or Execution of the Requested Service:** The contract is concluded when the Client requests a service from the Contractor, and the Contractor either confirms this in writing (including by email) or carries out the agreed service. The request for the service by the Client must be in writing (e.g., via email).

Changes or additions to the contract must be in writing. "In writing" means a written declaration by email or another suitable, documentable communication method that makes the identity of the parties and their consent to the changes or additions traceable.

## 3. Changes to the Contract Subject

The parties may agree on changes to the contract subject even after the contract has been concluded. Such a change requires written form, with a written confirmation by email being sufficient if accepted by both parties.

For operational adjustments during the ongoing project affecting the contract subject, the parties may make changes and adjustments in mutual agreement in text form (e.g., via email), provided these do not concern essential or critical changes.

Contractor reserves the right to insist on written form with a personal signature in certain cases, particularly for critical or substantial changes. Adjustments that significantly alter the contract or introduce legal uncertainties require written form.

## 4. Subject of the Contract, Commissioning

The Contractor provides consulting and technology services in the fields of aerospace engineering, electronics, vacuum technology, cryogenics, and other specialized areas. The

Contractor agrees to perform the agreed services on a "best effort" basis. This means that all services are provided with the best available knowledge and resources, but errors cannot be completely excluded due to incomplete or inaccurate data.

The contract may be concluded based on effort, on a time-based quota, or as a fixed-price contract.

Unless otherwise agreed, a contract based on effort is deemed to be concluded.

If it becomes foreseeable that the agreed quota will be exceeded, the Contractor will inform the Client in good time so that both parties can adjust the commission or quota.

The service will be invoiced monthly on a cumulative basis.

For quota-based commissions, the respective service will be agreed upon by both parties (by phone or email). Even if a quota is agreed upon, the Contractor may refuse to accept commissions. The commission is concluded only with written confirmation or (in the case of small inquiries) directly upon delivery of the work result. If rejected, the Contractor will promptly inform the Client.

## **5. Contract Execution**

When billed against quota: The Client will designate a responsible contact person who will be informed by the Contractor about the services called off (via email) and act as the point of contact for coordinating the order and schedule. This contact person confirms receipt/acceptance of individual services by email.

If the Client is required to provide technical data and documents for the execution of the tasks, these will be provided on time. If the Client's individual order refers to Client standards, guidelines, programming standards, documentation regulations, etc., these will be made available to the Contractor by the Client in a timely manner upon request.

Working and business documents or other work tools provided by the Client or Contractor remain the unrestricted property of the providing party and must be returned in proper condition upon the first request or with the termination of the contractual relationship. No right of retention exists.

## **6. Service Delivery**

The Contractor is free to determine the location, time and means of service delivery.

The Contractor performs the contractually agreed services in its own name and on its own responsibility. For contract fulfilment, it may engage employees and subcontractors, especially for supporting activities such as accounting, legal advice, research, or layout work. If the transfer of sensitive information is required, subcontractors or employees will be obliged to comply with applicable data protection and confidentiality requirements.

The work results will, unless otherwise agreed, be provided to the Client in digital form. Delivery is considered complete upon the sending of the work artifacts via email.

Participation in meetings and discussions will, unless otherwise agreed, be conducted digitally or by phone.

If the Contractor deems an on-site appointment necessary, it will be carried out on-site. In this case, travel expenses will be invoiced.

Parties can agree on another location for service delivery. In this case, travel expenses will be invoiced.

Travel expenses are calculated based on the Contractor's place of business.

## **7. Remuneration**

Remuneration will be based on the agreed rate, unless otherwise agreed, and calculated based on the effort involved.

The rate is set in the contract or offer and will be rounded up to the next 6-minute block.

Prices are exclusive of VAT at the applicable statutory rate.

## **8. Payment Terms, Travel Expenses**

Services will, unless otherwise agreed, be invoiced monthly.

Payment is due within 30 days after receipt of the invoice by the Client without any discount.

The mentioned prices are exclusive of VAT at the applicable statutory rate.

Travel expenses within Germany will be charged at the following rates:

- EUR 0.50 per km within Germany
- Overnight expenses based on actual costs.

Travel expenses abroad will be charged based on actual costs.

Transfers to and from airports can be made by rental car, taxi, or public transportation. The contractor may insist on a taxi transfer if this is necessary due to reasons of travel time, safety, or other compelling or unforeseen circumstances.

The expected costs will be communicated in advance and confirmed by the Client in writing (via email). In this case, the Contractor will submit a verifiable breakdown of these travel costs along with the invoice.

Travel time is subject to remuneration.

For domestic travel, travel time will be remunerated as follows: •

The first 2 hours will be compensated at 100% of the agreed hourly rate.

Every additional hour will be compensated at 50% of the agreed hourly rate.

For international travel, travel time will be remunerated as follows: •

The first 8 hours of travel time will be compensated at 100% of the agreed hourly rate. •

Every additional hour will be compensated at 50% of the agreed hourly rate.

## **9. Scheduling, Information Obligation of the Contractor**

The Contractor will inform the Client about the progress of the work upon request.

If it becomes apparent that the agreed tasks cannot be completed within the agreed timeline, the Contractor will immediately notify the Client of the expected delays.

## **10. Contract Penalties, Delay Damages**

Contract penalties and compensation for delay damages are excluded.

The Client has the right to terminate the respective commission extraordinarily in the event of a culpable (intentional or negligent) delay of the agreed deadlines caused by the Contractor or its agents. Services already performed by the Contractor at the time of the termination will be compensated by the Client as per the contract.

## **11. Service Standards:**

**Best Effort:** Services are provided based on the "Best Effort" principle. This means that the best possible work result is pursued with the available information and resources. However, errors or incomplete, incorrect, or inaccurate statements cannot be fully excluded, particularly in cases where not all data is available, such as in failure investigations or rough planning.

**Agile Processing:** In most cases, the work will be closely coordinated with the Client, and the work will continue until a satisfactory result is achieved. In this case, the Client accepts the final work result as contractually delivered. It should be noted that the work result may be incomplete or partially faulty.

**Assumptions:** Depending on the subject matter of the contract, it may be necessary to make assumptions to generate meaningful results in analyses or estimates. The Contractor will make and describe such assumptions where necessary. In this case, the statements made are based on the validity of the assumptions. Using such work results in cases where assumptions do not apply, or without including the assumptions in derived works, is at the Client's own risk.

**Client's Review Duty:** Work results must be approved by the Client before use; software and systems must be tested for error-free functionality before critical use.

## **12. Liability:**

The Contractor shall be fully liable for any damages resulting from wilful misconduct or gross negligence by the Contractor, its employees, subcontractors, or third parties acting on behalf of the Contractor.

For damages arising from negligent breaches of duty, the Contractor's liability is limited to the amount of the contract sum and only to the extent that the Contractor's liability insurance covers the damage.

Liability for damages arising from breaches of secondary duties that are not considered essential contractual obligations is excluded.

Essential contractual duties are those that enable the proper fulfilment of the contract and on which the Client relies and may rely.

The Contractor is not liable for other damages, such as lost profits, production downtime, loss of information and data, or other indirect damages or damages to processed objects.

The limitation of liability applies irrespective of the legal basis for all liability claims in connection with this contract. Further claims for damages, regardless of the legal basis, are excluded unless liability is mandatory due to wilful misconduct.

The above limitation of liability does not apply to damages resulting from injury to life, body, health, or claims arising from product liability law or guarantees assumed.

## **13. Usage Rights / Development Results**

The Client is granted a non-exclusive, irrevocable, worldwide, transferable, sublicensable, and perpetual right to use all technical information (documentation) specifically created for the Client in the course of performing the contract. This includes, in particular, the right to use, modify (e.g., by alteration, redesign, supplementation), reproduce, distribute, sell, and utilize the work products in connection with a Client's product and to reproduce them.

The Contractor may generate generic data before or during the engagement that can be beneficially used in other projects, such as templates, text blocks, tables, price lists, and technical

data collections. These data will be used by the Contractor for other projects, enabling more efficient execution of individual engagements.

The Client is granted a non-exclusive usage right to the technical information described in Sentence 1 of this section (Usage Rights) that already existed prior to the conclusion of the contract, as well as to the generic information described in Paragraph 2, which is necessary and useful for the use of the contract subject, within the scope described in Sentence 2 of this section (Usage Rights), except for the right to transfer ownership. The Contractor's property rights or copyrights remain unaffected.

The Contractor will use tools and auxiliary programs at their discretion. This may include creating or utilizing tools and programs created previously. The transfer of usage rights to these tools/programs is excluded. In the event that the work results can only be used with these tools, the Client will be granted a non-exclusive right to use them, provided the Contractor is able to transfer usage rights for these tools.

The Client may provide the Contractor with tools, auxiliary programs, templates, document templates, or similar for temporary use. In such cases, the Contractor is granted a limited-time right to use, modify, and integrate these tools into the work results within the scope of the contract.

For all other types of information without technical content that both parties provide to each other, such as images, text blocks, contract texts, the parties grant each other non-exclusive, permanent, and unrestricted usage rights, subject to revocation.

In cases where a clear distinction cannot be made, or the matter is inseparably connected, or the effort of making such a distinction is disproportionate to the benefit, both parties shall receive a non-exclusive, unlimited, and irrevocable usage right.

The Contractor may provide the Client with generic developments or building blocks or use such elements to achieve the work results. These may also arise during the course of the contract. If the Client does not object to the use of generic components in order to reduce costs, they accept that these components, even if developed as part of the project, may be used for other clients and their projects. Should the Client want exclusive access to a custom solution or to prevent the use of these components by others, they have the option to commission an exclusive new development, which will be separately compensated and involve a significant additional effort.

The Client agrees not to remove or alter any copyright notices, trademarks, or other indications of the Contractor's authorship unless explicitly agreed otherwise. The Contractor retains the right to use their work results, which are not exclusively intended for the Client, for self-promotion in an appropriate manner, unless the Client objects.

## **14. Contract Duration, Termination**

The contract is concluded for an indefinite period, unless a different term has been agreed. Both parties may terminate the contract at any time with 30 days' written notice.

Both parties are entitled to extraordinarily terminate the contract if the other party seriously breaches a material contractual obligation, making the continuation of the contractual relationship unreasonable.

A serious breach of contract is considered, in particular, if:

- The client falls into payment arrears or significantly neglects its cooperation obligations, or
- The contractor fails to provide the agreed services or provides them with significant defects, and these defects are not remedied within a reasonable period.

In such cases, the contractor retains the right to payment for services already rendered and accepted, as well as reimbursement of expenses that, according to the German Civil Code (BGB), cannot be utilized elsewhere.

The contractor is entitled to extraordinarily terminate an individual order or the entire contract if circumstances occur, which the contractor is not responsible for, and which significantly impair or make it impossible to continue the contractual performance (e.g., subsequently discovered legal restrictions, force majeure, or an objectively unattainable contract goal).

In the case of such extraordinary termination, all services and expenses rendered up to the effective date of the termination will be paid in accordance with the contract. Further claims from the client are excluded.

## **15. Confidentiality**

The information exchanged or to be exchanged between the Client and the Contractor, particularly documents, drawings, knowledge, and other business and trade secrets, shall be treated confidentially by the other party and used only for the purpose of fulfilling the contract. These may only be made accessible to the employees of the receiving party and any further subcontractors to the extent necessary for the purpose of fulfilling the individual order. They may only be disclosed to third parties with the prior written consent of the disclosing party.

However, the Client is entitled to share the received information with affiliated companies (within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG)) of the Client. The Client will inform the Contractor when doing so.

Publications related to the execution of the assignments require the prior consent of the other party.

Both parties will appropriately mark confidential information (e.g., by including a notice in the document/email). Confidentiality also applies to any information exchanged prior to the conclusion of the contract, provided that such information is clearly marked as confidential at the time of disclosure.

The following shall be considered non-confidential information:

- a) The existence of the contractual relationship between the parties;
- b) Organizational information such as dates, locations, participants;
- c) Invoices, delivery notes, payment receipts, orders, and order confirmations.

The confidentiality obligation does not apply to information that, and to the extent that, it can be proven:

- a) Was already known to a party at the time of disclosure;
- b) Was publicly known or generally accessible at the time of disclosure;
- c) Becomes publicly known or generally accessible after the time of disclosure without fault of the party;
- d) Is made accessible to a party by third parties without breaching a confidentiality obligation.

The provision of information and documents does not grant or transfer any rights, either explicitly or implicitly, to the recipient.

The received documents must be returned to the disclosing party immediately after the termination of the respective individual order; any copies, reproductions, or records made must be destroyed upon the request of the other party, and the destruction must be confirmed in writing.

The provisions of this section remain in effect for 5 years after the termination of the respective contract or assignment.

## **16. Export Restrictions**

The Client will only commission services that are not subject to export restrictions. The obligation to check lies with the Client.

## **17. Final Provisions**

We reserve the right to make changes and additions to these General Terms and Conditions (GTC). If any changes overlap with ongoing contractual negotiations, we will inform the contractual parties about the revised version of the GTC in good time before the contract is concluded and obtain their consent. Upon conclusion of the contract, the current version of the GTC will be binding for the entire duration of the contract.

An individual agreement between the parties must be made in writing and signed by both parties. Any deviations or supplementary provisions in the individual agreement that override the GTC shall take precedence, provided they are expressly documented in writing.

The law of the Federal Republic of Germany shall apply.

For disputes arising from the contractual relationship, the place of jurisdiction shall be the registered office of the Contractor, provided that the Customer is a merchant or a public entity (as defined by applicable law). If the Customer is not a merchant, the place of jurisdiction shall be determined by the relevant laws governing the jurisdiction for non-merchants.

However, this provision can be negotiated if the Customer prefers a different jurisdiction or method of dispute resolution, such as arbitration, and both parties may mutually agree to a different arrangement prior to contract signing.

Should any individual provisions of these GTC be ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected. The ineffective provision shall be replaced by a provision that comes as close as possible to the economic purpose of the ineffective provision.