

1. Scope of application

- 1.1** These General Terms and Conditions shall apply exclusively to Customers who are entrepreneurs within the meaning of § 14 of the German Civil Code ("BGB"), a legal entity under public law, or a special fund under public law (hereinafter referred to as "**Customers**").
- 1.2** These General Terms and Conditions of MAV shall apply to all transactions concerning the delivery of force measuring devices, test systems, test stations, and other devices, tools, and accessories as well as software ("**Test Devices**"), regardless of whether MAV manufactures themselves or purchases them from suppliers and whether these represent standard models or individual custom-made products, as well as for all by MAV in this regards offered services.
- 1.3** Offers, deliveries, and services by MAV shall be provided exclusively on the basis of these GTC. Deviating, conflicting, or supplementary general terms and conditions of the Customer shall only become part of this contract if and insofar as MAV expressly agrees to their validity in writing. This requirement of consent shall also apply if MAV carries out deliveries or other services without reservation in awareness of the Customer's general terms and conditions.

2. Conclusion of contract, type, and scope of services

- 2.1** Unless expressly marked as binding, offers made by MAV shall always be subject to change and non-binding.
- 2.2** MAV shall supply the test equipment listed and agreed in the offer and shall provide the services agreed therein at the remuneration stated in the offer.
- 2.3** The scope of services specified and agreed on in the offer shall be conclusive. Insofar as the assembly, installation, instruction, calibration, or maintenance of the test equipment is not expressly stated in the respective offer, these services shall also not be the subject of the agreement and shall not be owed by MAV. Corresponding services can be agreed based on a new offer and shall be remunerated separately. The same shall apply to the production of Customer-specific special requests.
- 2.4** Information provided by MAV on the object of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances, and specifications) as well as representations of the same (e.g. drawings and illustrations) shall only be deemed to be approximate unless they have been bindingly promised by MAV (e.g. in the data sheet). They are not guaranteed quality features, but rather descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that arise due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, shall be permissible to the extent that they are not deemed unreasonable for the Customer.
- 2.5** MAV reserves the ownership as well as the rights of use and exploitation under copyright law to all offers and cost estimates submitted by MAV as well as any drawings, illustrations, calculations, brochures, catalogues, models, tools, and other documents and resources made available to the Customer. The Customer may not make these items accessible to third parties, either as such or in terms of content, without MAV's explicit consent. The Customer shall return these documents and resources to MAV in full upon MAV's request and destroy any copies made if they are no longer required by the Customer in the ordinary course of business. This shall not apply to the storage of data provided electronically for the purpose of normal data backup.

3. Services (maintenance, repair, calibration, and other support)

- 3.1** Services (in particular maintenance, repair, calibration) shall be performed at the place of business of MAV. The Customer shall be responsible for the delivery to and collection of the test equipment from MAV's place of business and shall notify MAV of this in advance.
- 3.2** If a repair requirement is identified during the preliminary inspection of the test instrument, or if the tolerances determined during the preliminary inspection fall outside the manufacturer's specification or the tolerance limits specified by the Customer for the test instrument, the Customer shall receive a cost estimate from MAV before further services are carried out.
- 3.3** If the Customer does not place the respective service order, MAV shall be entitled to charge the Customer a reasonable lump-sum expense fee for the preliminary inspection.
- 3.4** Repair, maintenance, calibration, and other services shall in principle be carried out on the basis of the manufacturer's or MAV's specifications. Deviating Customer specifications shall only become the subject of the order if they are expressly agreed upon between MAV and the Customer.

4. Place of performance; transfer of risk; shipment; delivery

- 4.1** The test equipment shall be delivered from MAV's place of business or another place determined by MAV. The respective place of dispatch shall be the place of performance for the delivery and the place of any subsequent performance.
- 4.2** Deadlines and dates for deliveries and services indicated by MAV shall always be approximate unless a fixed deadline or date has been expressly stipulated. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier, or other third party commissioned with the transport, unless expressly stated otherwise by MAV.
- 4.3** Upon agreement of the Parties, the test equipment shall be shipped to another destination at the Customer's expense (sale by shipment). Unless otherwise agreed, MAV shall be entitled to determine the type of shipment (in particular, transport company, shipping route, packaging) itself.
- 4.4** The risk of accidental loss and accidental deterioration of the test equipment shall pass to the Customer at the time of handover of the test equipment to the Customer at the latest. In the case of sale by delivery, the risk of accidental loss and accidental deterioration of the test equipment as well as the risk of delay shall pass to the Customer as soon as the test equipment is handed over to the forwarding agent, the carrier, or any other person designated to carry out the shipment.
- 4.5** If the Customer is in default of acceptance, fails to perform an essential act of cooperation or if the delivery is delayed for reasons for which the Customer is responsible, MAV shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs).

5. Remuneration

- 5.1** The amount of remuneration shall be determined by the respective offer. All prices are ex-works and are quoted in EURO, plus the value-added tax applicable at the time of invoicing (if applicable), as well as packaging. If delivery has been agreed, prices are quoted plus transportation costs and, as the case may be plus export customs duties as well as fees and other public charges.
- 5.2** Unless otherwise agreed, all remuneration for the deliveries and services invoiced by MAV shall in each case be due immediately and payable to MAV without any deductions.
- 5.3** MAV reserves the right to make deliveries and services dependent on the receipt of the full or partial remuneration owed on MAV's business account or on coverage by trade credit insurance. MAV shall state such a reservation already in the offer. Insofar as a delivery period has been agreed in these cases, this period shall not commence until MAV has received payment in full.
- 5.4** The statutory provisions shall apply in the event of default in payment.

5.5 Should it become apparent after the conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that MAV's claim to remuneration is at risk due to the Customer's inability to pay, MAV shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB).

5.6 Offsetting with counterclaims of the Customer or the withholding of payments due to such claims shall only be permissible insofar as the counterclaims are undisputed or have been legally established.

6. Retention of title

6.1 If the equipment is delivered prior to full payment of the agreed remuneration, MAV shall retain title to the test equipment until all claims arising from this agreement have been settled in full.

6.2 The Customer shall be obliged to handle the test equipment delivered subject to retention of title within the meaning of clause 6.1 (hereinafter referred to as "Reserved Goods ") with care, to insure them appropriately and, if necessary, to maintain them.

6.3 If third parties gain access to the Reserved Goods, in particular by way of seizure, the Customer shall immediately notify the third party of MAV's ownership and inform MAV thereof in order to enable MAV to enforce its ownership rights.

6.4 If and insofar as MAV provides its express written consent to the resale of the reserved goods in the ordinary course of business, the Customer hereby assigns all claims arising from such resale to MAV, irrespective of whether this takes place before or after any processing of the reserved goods. Irrespective of MAV's right to redeem the claim itself, the Customer shall remain authorised to redeem the claim even after the cession. In this context, MAV undertakes not to enforce the claim as long as and insofar as the Customer meets its payment obligations, no application for the opening of insolvency or similar proceedings has been filed and there is no cessation of payments.

6.5 Any processing, transformation, mixing, or combining of the reserved goods shall be prohibited on principle. Insofar as MAV gives its consent to a processing, transformation, mixing, or combining of the test equipment, this shall take place - subject to section 10 of these GTC - under exclusion of MAV's warranty.

6.6 The processing, transformation, mixing, or combining of the reserved goods by the Customer shall always be carried out for MAV. In the event of processing, transformation, mixing, or combining of the reserved goods, MAV shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed items. In all other respects, the same shall apply to the new item created by processing as to the goods subject to retention of title.

7. Rights of use to software

7.1 Upon delivery of the software, MAV shall grant the Customer the non-transferable and non-sublicensable, simple, non-exclusive, locally unrestricted right to use the software in the object code for an unlimited period of time in its own business area and for its own purposes. This includes in particular the right to store and load the software permanently or temporarily on its own hardware, to display and to run it.

7.2 The Customer shall also be permitted to transfer and install the software on an alternative computer, whereby it shall be the exclusive responsibility of the Customer to ensure that the computer provided meets the system requirements.

7.3 If MAV - for whatever reason - provides the Customer with a free or chargeable improvement or new version of the software, e.g., in the form of updates, upgrades, or new releases, the Customer's rights of use in regard to the old software shall expire as soon as the Customer uses the new software productively, even without an express request for return by MAV.

7.4 The Customer shall be entitled to make the necessary number of copies of the legacy software for archiving purposes.

7.5 The granting of the aforementioned rights of use shall in each case be subject to the condition precedent of full payment of the agreed remuneration.

7.6 The Customer may only transfer the software to a third party uniformly and under complete and final surrender of its own use of the software. The temporary or partial, paid or unpaid transfer of use to third parties is prohibited. The transfer shall require the written consent of MAV. MAV shall give its consent if the Customer assures MAV in writing that it has passed on all original copies of the software to the third party and deleted all copies it has itself made, and the third party declares its agreement with the terms and conditions of business and transfer agreed upon herein to MAV in writing.

7.7 The Customer undertakes not to convert the software into a different code form or to make changes to the code.

8. Warranty, obligation to examine and give notice of defects

8.1 MAV hereby warrants that the test equipment complies with the specifications in the relevant data sheet. It shall be incumbent on the Customer to ensure and verify

- whether the test equipment meets its own business requirements, in particular, the intended area of application;
- whether and when they use the test instrument operationally in their business; and
- whether and when they shall provide maintenance of the test instrument or shall commission MAV to do so.

8.2 In the event of material defects in the delivered items, MAV shall first be obliged and entitled, at its own discretion, to rectify the defect or to make a replacement delivery. In the event of failure, i.e., the impossibility, unreasonableness, refusal, or unreasonable delay of the rectification or replacement delivery, the Customer may withdraw from the contract or reduce the purchase price by a reasonable amount.

8.3 The warranty period for transactions within the EU and the EEA is twelve months from delivery. If the Customer is based outside the EU and the EEA, the warranty period shall be six months from delivery. The decisive factor for determining the warranty period is the Customer's legal domicile and its affiliation to the EU/EEA at the time of delivery.

8.4 The Customer is obliged to check the test instrument and its components for completeness and functionality immediately upon delivery to the agreed destination or, in the case of self-collection, upon acceptance. The Customer shall immediately notify MAV in writing of any defects discovered during this inspection. If the Customer does not notify MAV of any defects within 3 working days of delivery to or acceptance by the Customer, the test equipment shall be deemed to be free of defects, insofar as the defect notified later was or would have been recognizable to the Customer when the agreed inspection was carried out.

9. Industrial property rights of third parties

9.1 Should a third-party assert claims against the Customer for infringement of property rights due to the use of the test equipment, in particular software, and if its use is impaired or prohibited as a result, MAV may either

- at its own discretion and at its own expense, modify or replace the test equipment in such a way that it no longer infringes the property right but essentially corresponds to the agreed performance to an extent that is reasonable for the Customer, so that the modified test equipment is suitable for the contractually stipulated use, or
- release the Customer from licence fees vis-à-vis the holder of the property right or third parties.

9.2 If MAV does not succeed in doing so under reasonable conditions, MAV shall redeem the test equipment against reimbursement of the remuneration paid less an amount taking into account the time of use. In such an event, the Customer shall be obliged to return the test equipment to MAV.

9.3 The prerequisites for MAV's liability in accordance with the aforementioned clause 9.1 are that the Customer notifies MAV without delay of the acquisition of knowledge or assertion of claims by third parties, does not acknowledge the alleged infringement of property rights and entrusts any dispute, including any out-of-court settlements, to MAV or conducts it only in agreement with MAV. Any and all court costs and legal fees incurred by the Customer as a result of its own legal defence shall be borne by the Customer itself.

9.4 Insofar as the Customer is responsible for the infringement of property rights, claims against MAV shall be excluded.

9.5 Further claims of the Customer due to an infringement of third-party property rights shall be excluded. This exclusion shall not apply in the event of intent or gross negligence or claims by the Customer arising from product liability. Furthermore, the limitations of liability shall not apply to physical injury and damage to the Customer's health attributable to MAV.

10. Liability

10.1 MAV shall only be liable in accordance with the following clauses:

10.2 MAV shall be liable without limitation for damage to the Customer in the event of intent or gross negligence and in the event of injury to life, body, or health, under the Product Liability Act and for damage due to a guarantee given by MAV or due to fraudulently concealed defects, for all damage caused by MAV and its legal representatives or vicarious agents.

10.3 Furthermore, MAV shall only be liable insofar as MAV has breached a material contractual obligation (cardinal obligation). Cardinal obligations are obligations the fulfilment of which is essential for the proper performance of the contract and the observance of which the contractual partner regularly relies on and may rely on, e.g., the delivery of the test equipment in accordance with the contract. In these cases, liability is limited to compensation for the foreseeable, typically arising damage.

10.4 MAV shall not be liable for the loss of data insofar as the damage is due to the Customer failing to carry out regular data backups and thereby ensuring that lost data can be restored with reasonable effort.

10.5 MAV shall not be liable, without taking into account the cases mentioned in sections 10.1 to 10.4, for loss of profit, indirect damage, consequential damage, and claims of third parties, with the exception of claims arising from the infringement of third-party property rights, and not for defects that occur in connection with a modification to the test equipment made or otherwise caused by the Customer or other external influences, and which originate from the Customer's sphere of risk.

10.6 It shall be the Customer's responsibility to prove that any defects that occur are not the result of a modification to the test equipment, improper use, non-compliance with the documentation enclosed with the test equipment or with instructions, directions, and instructions issued by MAV or the manufacturer, or other external influences.

11. Force majeure

If MAV is hampered in the fulfilment of its obligations by the occurrence of unforeseeable, extraordinary circumstances that it cannot avert despite exercising reasonable care, e.g. operational disruptions, official interventions, and/or energy supply difficulties, pandemics - whether these circumstances occur in the area of MAV or in the area of its suppliers - the performance period shall be extended by a reasonable extent if the performance does not become impossible. If the performance becomes impossible due to the above-mentioned circumstances, MAV shall be released from its performance obligations. The Customer shall not be obliged to render any counter-performance.

12. Final provisions

12.1 The offer and these General Terms and Conditions as well as their appendices shall form the entire content of the agreement between the Parties. Ancillary agreements shall only be effective if they are concluded in writing and annexed to the offer.

12.2 Should any of the provisions of these General Terms and Conditions be or become invalid or void, the remainder of the agreement shall not be affected thereby. The Parties shall endeavour to replace the invalid or void provision with a provision that comes as close as possible to the economic intentions of the Parties and takes due account of the legitimate interests of both Parties. The same shall apply to loopholes.

12.3 The exclusive place of jurisdiction - also internationally - for all disputes arising directly or indirectly from the legal relationship between MAV and the Customer shall be Berlin in the Federal Republic of Germany.

12.4 The legal relationship between MAV and the Customer shall be governed solely by the substantive law of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The law of the Federal Republic of Germany shall apply even if German law refers to the law of another country (exclusion of conflict of laws).

12.5 Any failure or delay in enforcing any obligation or exercising any right under this Agreement shall not constitute a waiver of such obligation or right.