

Terms and Conditions

As of: September 2022

Recitals

These Terms and Conditions of Contract (T&C) are concluded between Axios 3D Services GmbH, Im Technologiepark 4, 26129 Oldenburg, Germany, entered in the company register kept by the District Court (*Amtsgericht*) Oldeburg under number HRB 4541, represented by the Management Board Member, Dipl.-Ing. (FH) Holger Broers, VAT ID no.: DE 206 584 740 (hereinafter: "**we**" or "**Axios 3D**"), and the customer specified in § 1 (1).

A. General part

§ 1 Scope of Application

- (1) These Terms and Conditions shall apply to enterprises, legal entities under public law, and public-law special funds (hereinafter: "**Customer**").
- (2) These Terms and Conditions shall apply to our services, deliveries and offers, regardless of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, these Terms and Conditions shall apply in the version valid at the date of the Customer's order or, in any case, in the version last notified to the Customer in text form as a framework agreement also for similar future contracts without our having to refer to them again in each individual case.
- (3) Our Terms and Conditions shall apply exclusively; the Customer's terms and conditions shall not apply, even if we do not separately object to their application. Deviating, conflicting or supplementary terms and conditions shall only apply if we have expressly consented to their application in text form. This requirement of consent shall apply in any case, for example even if the Customer refers to its T&C within the scope of the order and we do not expressly object to this.
- (4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation take precedence over the T&C. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of concluding the contract.
- (5) Legally relevant declarations and notifications by the Customer with regard to the contract (e.g. setting of deadlines, notification of defects, rescission or price reduction) must be made in writing. Written form within the meaning of these T&C includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in case of doubt about the legitimacy of the person making the declaration, remain unaffected.
- (6) References to the applicability of statutory provisions are made only for clarification purposes. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these T&C.

§ 2 Proposal and Contract Conclusion

- (1) Our proposals are subject to confirmation and non-binding, unless we have expressly described them as binding. This shall also apply if we have provided the Customer with catalogues, technical documentation (e.g. drawings, plans, estimates, calculations, references to DIN standards), other product descriptions or documents also in electronic form to which we reserve property rights and copyrights.
- (2) An order for the goods placed by the Customer shall be deemed to be the Customer's binding offer to enter into a contract. We can accept this offer by sending a written confirmation or by performing the contractual service within 2 calendar weeks.

§ 3 Delivery; Transfer of Risk; Default of Acceptance

- (1) Deliveries shall be made from our registered office, which is also the place of performance for the delivery and any subsequent performance.

- (2) The risk of accidental loss and accidental deterioration of the goods shall pass at the latest upon handover of the delivery item (whereby the start of the loading process shall be decisive); however, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.
This shall also apply if partial deliveries are made or the Seller committed to perform also other services (e.g. shipping or installation). If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. Handover or acceptance shall be deemed equivalent if the Customer is in default of acceptance.
- (3) If the Customer is in default with the call-off, acceptance or collection of the goods or if our delivery is delayed for other reasons for which the Customer is responsible, we will be entitled to demand compensation for the damage incurred by us including additional expenses (e.g. storage costs). The proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Customer will be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum. In the case of default in acceptance, the risk of accidental deterioration and accidental loss shall pass to the Customer.
- (4) We will only be entitled to make partial deliveries and render partial services if these are of interest to the Customer in accordance with the purpose of the contract and the Customer does not incur as a result thereof any additional financial expense compared to the uniform delivery.

§ 4 Delivery period and delay in delivery

- (1) The delivery period shall be agreed individually or stated by us upon acceptance of the order; our order confirmation shall be decisive for the scope, type and time of delivery. If this is not the case, the delivery period shall be approx. 4 weeks from the conclusion of the contract. Delivery periods shall only commence after complete clarification of all details of execution and presuppose the timely and proper fulfilment of the Customer's duties to cooperate in this respect (regulated in the proposal and/or specifications). The originally agreed delivery period is cancelled if the order is changed.
- (2) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Customer of this without delay and at the same time inform him of the expected new delivery deadline. If the service is also not available within the new delivery period, we will be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the Customer. Non-availability of the service shall be deemed to exist, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, e.g. due to force majeure, or if we are not obliged to procure in the individual case.
- (3) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, a reminder by the Customer is required. In the event of a delay in delivery not caused by us intentionally or through gross negligence, we shall be liable to pay a lump-sum compensation for each full week of delay in the amount of 0.5% of the delivery value, but not more than 5% of the delivery value. We reserve the right to prove that the Customer has not suffered any damage or that the damage is significantly less than the aforementioned lump sum. Further legal claims and rights of the Customer due to a delay in delivery remain unaffected.
- (4) The rights of the Customer pursuant to § 7 of these T&C and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 5 Prices and Payment

- (1) The prices shall apply to the scope of services and deliveries stated in the order confirmations. All additional or special services shall be invoiced separately. The prices shall be in EUR ex works plus statutory value added tax, freight/shipment costs, customs duty (in the case of exports) as well as fees and other public charges. Any travelling costs and expenditures for trips arranged by the Customer to destinations outside the agreed place of performance shall be additionally reimbursed or remunerated to us.
- (2) Discounts shall be deducted based on a special written agreement.
- (3) We charge fees for the standard packaging used for transport/shipment at cost, unless otherwise agreed with the Customer. Prices do not include transport insurance.
- (4) Our invoices are due for payment without deduction within 14 days of the invoice date and delivery or acceptance of the goods. Upon expiry of the aforementioned payment period, the buyer shall be deemed to be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) remains unaffected.
- (5) Axios 3D will be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after the conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the creditworthiness of the Customer and which jeopardize the payment of our outstanding claims by the Customer under the respective contractual relationship. In the aforementioned cases of § 5 (5), we are entitled to make a delivery dependent on concurrent payment without stating reasons and reserve the right to demand such a payment.

§ 6 Offset; Right of Retention

The Customer may only offset our claims against claims that are undisputed, acknowledged by us or established as final and absolute; the same applies to the exercise of the right of retention by the Customer.

§ 7 Default of Payment; Right of Withdrawal

- (1) If the Customer defaults on a payment, the statutory provisions shall apply.
- (2) All delivery periods with the Customer shall be suspended as long as the Customer is in default of acceptance or other obligations or has exceeded its credit limit granted by us. We will inform the Customer in writing in good time before the credit limit is exceeded so that the Customer always has the opportunity to react accordingly.
- (3) We are entitled to withdraw from the contract if after conclusion of the contract we become aware of circumstances which indicate that the Customer is not creditworthy.
- (4) If a reasonable deadline to be set by the Customer for subsequent performance has expired unsuccessfully or is superfluous according to the statutory provisions, the Customer may withdraw from the purchase contract or demand reduction of the purchase price according to the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.
- (5) In any case, the withdrawal shall be allowed only on the conditions specified above and must be declared to the other contracting party in writing within four weeks of becoming aware of the reason for the withdrawal. In particular, the Customer's right of withdrawal shall be excluded if the Customer breaches its obligations through its own fault.

§ 8 Liability

- (1) We shall only be liable for any damage if such damage results from the breach of a material contractual obligation, wilful misconduct or gross negligence committed by us, our legal representatives or vicarious agents.
- (2) If a material contractual obligation is breached based on slight negligence, our liability shall be limited to foreseeable damage typical of the contract. A material contractual obligation shall mean an obligation the fulfillment of which is essential for the proper performance of the contract and on the observance of which the Customer has relied and was entitled to rely..

- (3) Any liability for damages going beyond this scope shall be excluded. This shall not affect the statutory liability for culpable injury to life, limb or health. The same shall apply to mandatory liability under the Product Liability Act.

§ 9 Confidentiality

Confidentiality shall be governed by the confidentiality agreement ("**Confidentiality Agreement**") separately concluded between the Parties and attached hereto as appendix.

§ 10 Place of Performance; Jurisdiction; Applicable Law

- (1) The place of performance and subsequent performance for all delivery obligations on our part and for the other contractual obligations of both parties is Oldenburg.
- (2) This contract and these Terms and Conditions as well as the entire legal relationship between the Customer and us shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- (3) For all disputes arising directly or indirectly from this contractual relationship, Oldenburg shall be the exclusive including international place of jurisdiction. However, we are also entitled to sue the Customer at his place of business.

§ 11 Export control

- (1) The Parties are aware that the contractual items may be subject to export and import restrictions. In particular, the contractual items may require approvals, or the use of the contractual items or the related technologies may be subject to restrictions abroad. The Customer shall observe the applicable export and import control laws of the Federal Republic of Germany, the European Union and the United States of America, and all other applicable laws. Axios 3D shall perform the contract on condition that there are no obstacles preventing the performance thereof due to national and international export and import regulations and any other laws.
- (2) The Customer shall obtain any and all required export licences or other documents at his own expense.

§ 12 Miscellaneous

- (1) Should any of the provisions hereof be or become invalid, or contain a loophole, this shall not affect the validity of the remaining provisions.
- (2) Claims arising for the Customer from the business relationship with Axios 3D may not be assigned to other parties.
- (3) The rights and obligations under the software rental agreement specified in Part C may be transferred to a third party only with prior written consent of the other Party.

B. Special Part concerning the Sale of Hardware

§ 13 Subject Matter of the Contract – Purchase

- (1) The Customer shall purchase from the Supplier the hardware listed in the proposal.
- (2) The hardware to be delivered shall be accompanied by a short digital manual explaining how to set up and install the hardware.

§ 14 Retention of title

- (1) The delivered goods shall remain our property (goods subject to the retention of title) until all claims arising and arisen from the business relationship are fully settled. In the case of multiple claims or if the Customer has an open account with the Supplier, the retention of title shall serve as security for the claim balance, even if individual deliveries of goods have been paid in full.
- (2) In the event of breach of contract by the Customer, e.g. default in payment, we shall have the right, after setting a reasonable deadline, to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods subject to retention of title. We are entitled to realise the goods subject to retention of title after taking them back. After deduction of a reasonable amount for the costs of realisation, the proceeds of realisation shall be set off against the amounts owed to us by the Customer.

- (3) In the event of access by third parties to the goods subject to retention of title, in particular seizures, the Customer shall point to our ownership and notify us immediately so that we can enforce our ownership rights. The Customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business as long as the Customer is not in default. Pledges or chattel mortgage are not permitted. The Customer hereby assigns to us by way of security all claims arising from reselling the goods subject to retention of title or arising on any other legal grounds (insurance, tortious act) with regard to these goods. We revocably authorise the Customer to collect the claims assigned to us in his own name and for his own account. The authorisation to collect the claims shall expire if the Customer does not properly fulfil his payment obligations, gets into payment difficulties, compulsory enforcement measures are taken against him or judicial insolvency proceedings are opened against his assets or the opening of such proceedings is rejected for lack of assets.
- (4) Processing or conversion of the goods shall always be carried out for us as manufacturer, but without creating any obligation upon us. If the goods to be delivered are processed together with other items that do not belong to us, we shall acquire co-ownership of the new item proportionately to the ratio of the value of the item to be delivered to the other items processed as of the date of processing. If the goods to be delivered are mixed or inseparably combined with other items that do not belong to us, we shall acquire co-ownership of the new item proportionately to the ratio of the value of the goods to be delivered to the other items combined or mixed. If, in the event of combining or mixing items, the Customer's item is to be regarded as the main item, it shall be deemed to be agreed that the Customer transfers to us co-ownership of the new item on a pro rata basis. The Customer shall hold the goods subject to our co-ownership thus created in safe custody for us.
- (5) We shall release the security interests to which we are entitled if the realisable value of our security interests exceeds the claims to be secured by over 10%; in this respect, we shall be responsible for selecting the security interests to be released.

§ 15 Warranty – Purchase

- (1) The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the special statutory provisions on the reimbursement of expenses in the event of final delivery of the newly manufactured goods to a consumer (supplier's recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 (5), 327u BGB) shall remain unaffected, unless an equivalent compensation has been agreed, e.g. within the framework of a quality assurance agreement.
- (2) The basis of our liability for defects is above all the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject matter of the individual contract or which were publicly announced by us (in particular in catalogues or on our website) at the time of concluding the contract shall be deemed to be a quality agreement in this sense. Insofar as the quality has not been agreed, it is to be assessed according to the statutory regulation whether a defect exists or not (§ 434 (3) BGB). At the same time, public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.
- (3) In the case of goods with digital components or other digital content, we only owe the provision and, if applicable, updating of the digital content insofar as this is expressly stated in a quality agreement in accordance with clause 2. In this respect, we do not assume any liability for public statements made by the manufacturer and other third parties.
- (4) In principle, we are not liable for defects of which the Customer is aware at the time of concluding the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the Customer's claims for defects presuppose that he has complied with his statutory duties of examination and notification (§§ 377, 381 HGB). In the case of building materials and other goods intended for assembly or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be notified to us in writing within 5 working days of delivery and defects not recognisable during the inspection must be notified to us in writing within the same period of time after their discovery. If the Customer fails to carry out the proper inspection and/or give

notice of defects, our liability for a defect not reported either at all or in time or properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, attachment or installation, this shall also apply if the defect only becomes apparent after the relevant processing as a result of the breach of one of these obligations; in this case, the Customer shall in particular have no claims for reimbursement of corresponding costs ("disassembly and assembly costs").

- (5) If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement). If the type of subsequent performance chosen by us is unreasonable for the Customer in the individual case, the Customer may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- (6) We are entitled to make the provision of subsequent performance dependent on the Customer paying the purchase price due. However, the Customer is entitled to retain a reasonable portion of the purchase price that is proportionate to the defect.
- (7) The Customer shall give us the time and opportunity required for the subsequent performance owed, in particular for handing over the goods complained about for inspection purposes. In the event of a replacement delivery, the Customer shall return the defective item to us at our request in accordance with the statutory provisions; however, the Customer shall not have a claim for restitution. Subsequent performance does not include the disassembly, removal or uninstallation of the defective item or the assembly, attachment or installation of a defect-free item if we were not originally obliged to perform these services; claims by the Customer for reimbursement of corresponding costs ("disassembly and assembly costs") remain unaffected.
- (8) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, disassembly and assembly costs, in accordance with the statutory provisions and these T&C if there is actually a defect. Otherwise, we may demand from the Customer reimbursement of the costs incurred as a result of the unjustified request to remedy the defect if the Customer knew or was negligent in not knowing that there was actually no defect.
- (9) In urgent cases, e.g. in the event of a risk to operational safety or to prevent disproportionate damage, the Customer has the right to take his own measures to remedy a defect and to demand from us reimbursement of the expenses objectively necessary for this purpose. We are to be notified immediately, if possible in advance, of the Customer's own measures to remedy a defect. The Customer's right to take his own measures to remedy a defect does not apply if we are entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
- (10) If a reasonable deadline to be set by the Customer for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may withdraw from the purchase contract or reduce the purchase price, according to the statutory provisions. However, the Customer has no right of withdrawal in the case of an insignificant defect.
- (11) The Customer will be also entitled to claim damages or reimbursement of futile expenses in the case of defects only in accordance with § 7; otherwise, such claims are excluded.
- (12) Only the Customer will be entitled to make claims against us for defects and such claims shall not be assignable.

§ 16 Limitation

The limitation period for claims arising from defects is one year of the transfer of risk. This shall not apply if longer periods are prescribed by law in accordance with Articles 438 (1) no. 2 (buildings and things used for buildings), 478, 479 (supplier recourse) and 634 a (1) no. 2 (BGB) (construction defects) as well as in cases of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty by us, and in the event of malicious concealment of a defect.

Other special statutory provisions on limitation (in particular § 438 (1) no. 1, (3), §§ 444, 445b BGB) shall also remain unaffected.

C. Special Part concerning Software Rental

§ 17 Subject Matter of the Contract - Rental

The subject matter of these provisions is the provision of the computer software ("Software") described in the proposal for use over a specific period for a fee, combined with the granting of rights of use thereto.

§ 18 Software Handover and Installation

- (1) We shall deliver the Software to the Customer by making it available for access on our servers. The Customer will be provided with access details required for the use of the Software (including licence keys or log-in data).
- (2) In addition to the Software, we will provide the Customer with an installation instruction manual and a user manual ("Documentation") in digital form.
- (3) We are not obligated to install the Software on the Customer's systems; the Customer is solely responsible for this. Training and instruction are not our obligation, either. These can be ordered separately for an appropriate fee.

§ 19 Granting of Rights

- (1) Upon full payment of the rent fee in accordance with §§ 5 and 19 of these Terms and Conditions, we shall grant the Customer the non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of the contract and in location to the territory of the country in which the Customer has its registered office, to use the Software to the extent specified in these Terms and Conditions. In addition to downloading and installing the Software, the contractual use of the Software includes loading the provided Software into the main memory, displaying it and running it. The user documentation provided is subject to the retention of title until the rent is paid in full.
- (2) The Customer may make a backup copy of the Software provided to it.
- (3) Otherwise, the Customer may not make any copy, unless otherwise provided by law.
- (4) The use of the provided Software is only permitted on the computer on which the Software was first installed and activated. Any renewed installation of the Software, for whatever reason, even on the original computer, requires activation by us.
- (5) The Customer may not hand over the copy of the Software provided to it for use or the backup copy made, if any, to any third parties. In particular, the Customer is not permitted to sell, lend, rent or otherwise sub-license the Software or to publicly reproduce the Software or make it accessible to the public.
- (6) If the Customer violates any of the above provisions, all rights of use granted under these Terms and Conditions shall immediately become invalid and shall automatically revert to us. In this case, the Customer shall immediately and completely discontinue the use of the Software, delete all copies of the Software installed on its systems and delete any backup copy that may have been made or hand them over to us.

§ 20 Rent

- (1) The Customer shall pay an annual fee for the provision of the Software plus the applicable value added tax. The prices are stated in our proposal.
- (2) The rent payable by the Customer shall be paid in advance. The due date arises from § 5 (4) of these Terms and Conditions.

§ 21 Duty of Care

- (1) The Customer shall take appropriate measures to ensure that unauthorised third parties cannot access the Software, the backup copy, the Documentation and other accompanying materials supplied.
- (2) In particular, the Customer shall store all existing copies of the Software including the backup copy as well as all associated documentation in a place protected from unauthorised access by third parties. The costs for storage shall be borne by the Customer.

§ 22 Warranty - Rental

- (1) Technical data, specifications and performance details provided in public statements, including in advertising material, are not information on the quality [of the Software]. The functionality of the Software is, first of all, based on the description in the user documentation and the supplementary agreements made in this regard. In addition, the Software must be suitable for the use specified under the contract and must otherwise have a quality that is customary for software of the same type.
- (2) We shall provide and maintain the Software in a condition suitable for use in accordance with the contract. In order to fulfil our maintenance obligation, we shall carry out the maintenance and servicing measures according to the state of the art. The maintenance obligation does not include the adaptation of the Software to changed conditions of use and technical and functional developments, such as changes to the IT environment, in particular, changes to the hardware or the operating system, adaptation to the scope of functionalities of products offered by competitors, or establishing compatibility with new data formats.
- (3) Liability for damages, regardless of fault, in respect of defects that were already present at the time of concluding the contract is excluded.
The Customer will support us in identifying defects and their remedial and will immediately ensure access to documents that reveal the detailed circumstances of the defect's occurrence.

§ 23 Term of the Contract; Termination; Return

- (1) The Software shall initially be provided for a fixed term of 12 months. Thereafter, the term of the contract shall be automatically extended for a further 12 months, unless this rental relationship is terminated by one of the Parties as of the end of the respective term of the contract with a notice period of 3 months. The start date of the contract will be specified in the order confirmation.
- (2) This does not affect the right of both Parties to terminate the Contract at any time without notice and with immediate effect for a compelling reason. A compelling reason shall be deemed to exist in particular if we or the Customer intentionally or negligently breach a material obligation under the special terms and conditions of the rental of the Software and the terminating party can therefore no longer be reasonably expected to adhere to the contract.
- (3) The termination of the contract must be in writing, whereas termination by e-mail fulfils this requirement. Decisive for the effectiveness of the termination is its timely receipt.
- (4) After termination of the contract, the Customer shall cease using the Software and destroy the backup copies made, uninstall the Software, and delete any recognisable software leftovers from the IT system. At our request, the Customer shall confirm the fulfilment of the aforementioned obligations in writing.

D. Special Part concerning the Provision of Documents and Drawings

§ 24 Subject Matter of the Contract – Provision of Drawings

As part of the contract to be concluded between the Parties, the Customer may be provided with documents, drawings and instructions with the aid of which he can build, among other things, tools, the details of which are set out in the order confirmation.

§ 25 Rights to the Drawings and Other Documents

- (1) We reserve the ownership of, or copyright to, all proposals and cost estimates we have submitted as well as all drawings, illustrations, calculations, instructions, brochures, catalogues, models, tools and other documents and auxiliary tools made available to the Customer.
- (2) The Customer may not make these items or the content thereof available to any third party, disclose them, use or reproduce or allow any third party to use or reproduce them, without our explicit approval. At our request, the Customer shall return these items in their entirety and destroy all copies thereof, if any, in case these items are no longer required by the Customer in the ordinary course of business or if the negotiations do not lead to the conclusion of a contract. This does not apply to the storage of data provided electronically for the purposes of taking standard data backup measures.

- (3) In deviation from clauses 1 and 2, the Customer has the right to produce auxiliary tools according to the instructions in the supplied drawings. Otherwise, clauses 1 and 2 continue to apply.

§ 26 Rights to the Produced Auxiliary Tools

- (1) The Customer may use the auxiliary tools produced based on the drawings only for its own purposes meeting the contractual purpose.
- (2) The Customer may not sell, donate, lend, sub-rent or lease out the produced auxiliary tools to any third parties.

E. Special Part concerning Services

§ 27 Subject Matter of the Contract – Services

- (1) As part of the contract to be concluded between the Parties, the Customer may use services provided by Axios 3D.
- (2) The services include, for example, the performance of preliminary tests, support with the calibration of the cameras, support in obtaining approval from third parties, the service for the calibration and the storage of the calibration data in the Software.

§ 28 Customer's Duty to Cooperate

- (1) The Customer shall ensure that all measures that are to be taken as part of the Customer's duty to cooperate and are necessary for the provision of the agreed service are provided in a timely manner, in full, and free of charge for us. All measures to be taken by the Customer are a prerequisite for the contractual provision of services by us. If the Customer fails to take the measures or does not take them in a timely manner, any costs resulting from the related increases in fees or postponements of deadlines shall be borne by the Customer.
- (2) The Customer shall grant the Contractor access required for the proper performance of services during business hours and shall provide the necessary technical facilities and data links. In urgent matters, the Customer shall ensure access even beyond normal business hours.

§ 29 Fee

A fee shall be payable for the provision of the services, which shall be set out in the proposal letter.

§ 30 Warranty

- (1) Axios 3D guarantees the proper performance of the Services.
- (2) Claims shall become statute-barred within 12 months, with the exception of cases in which Axios 3D acts intentionally.