

General Terms and Conditions for services in the area of Service, Repair and Training, Version 03-2025

der Tucker GmbH, Stanley Engineered Fastening

1.) Scope of application

Die The services to be provided by Tucker GmbH, Stanley Engineered Fastening (hereinafter referred to as "**TUCKER**") to contractual partners (hereinafter referred to as "**Customer**") for the fulfillment of contractual obligations in the area of service, repair and training shall be provided exclusively in accordance with the following General Terms and Conditions for Services (hereinafter referred to as "**Service Conditions**").

The Customer acknowledges these Service Terms and Conditions by placing the order or using the service. They shall also apply to all future transactions with the customer. The application of deviating or supplementary terms and conditions of the customer is excluded, even if TUCKER does not expressly object to them, unless they are individually agreed in writing.

Any confidential agreements and agreements on rights of use concluded prior to the conclusion of the contract and any separate agreements arising from previously concluded purchase contracts and contracts for work and materials shall remain valid and shall take precedence over these Terms and Conditions of Service. This applies in particular with regard to any warranty provisions.

2.) Conclusion of contract and essential content of the contract

2.1) The TUCKER offers are subject to change. A contract shall only come into existence upon written confirmation of the order by TUCKER and shall be governed exclusively by the content of the order confirmation and these Terms and Conditions of Service.

2.2) The TUCKER sales force cannot conclude any contracts or make any binding commitments regarding the subject matter of the contract or other conditions. This also applies to any warranty claims.

2.3) Subject to any separate provision to the contrary, the customer shall bear all costs for the services provided by TUCKER in connection with the servicing, repair or training of the customer's employees to operate the system in question.

2.4) In accordance with the service offered, the service includes, for example, commissioning, start-up support, repair, inspection and testing of the system in question (including adjustment and programming required for operation as well as handover and instruction) for a fee which is calculated on the basis of material consumption, working time and travel costs in accordance with TUCKER list prices valid at the time the order is placed or a separate agreement. TUCKER retains title to the material used and the material used only becomes the property of the customer after payment of the price due.

2.5. Repair services

2.5.1) The warranty period for the equipment supplied by TUCKER is 12 months. TUCKER will replace any equipment supplied by TUCKER that is defective during the above warranty period, provided that the defects occurred during proper use and are covered by the warranty.

2.5.2) Damage caused by force majeure (e.g. lightning strike) is not covered by the warranty.

2.5.3) TUCKER does not grant any guarantee, including with regard to the expected functionality of delivered or repaired systems or products.

2.5.4.) The repair service includes troubleshooting, fault finding, repair or replacement of equipment that has become unusable during normal use.

Inspection and testing of the equipment concerned, as well as personnel working time and travel costs incurred, are not included in the scope of the warranty.

2.5.5) Von der Gewährleistung ausgeschlossen sind Defekte, die auf einen nicht ordnungsgemäßen Gebrauch der Anlagen oder sonstige vom Kunden zu vertretende Einwirkungen zurückzuführen sind. Darunter fallen auch Beeinträchtigungen, die auf die Durchführung von Arbeiten an der Anlage durch andere Dienstleister oder Personen, als die von TUCKER zurückzuführen sind.

2.5.6) Defects that are attributable to improper use of the equipment or other influences for which the customer is responsible are excluded from the warranty. This also includes impairments attributable to work carried out on the system by service providers or people other than TUCKER.

2.6) Software - repair

2.6.1) According to the current state of the art, it is not possible to create software in such a way that it works error-free in all applications and combinations. The software can therefore only be used efficiently to the extent described in the program description, the operating instructions or the user manual.

2.6.2) TUCKER remains the owner of the copyright and derived rights to the software and the documentation. The software may not be modified - except to the extent necessary to correct errors or for its intended use - nor may it be reverse engineered, further developed or translated. The written material may not be reproduced, nor may works derived from the documentation be produced.

This provision also applies analogously and to the extent applicable to training documents.

2.6.3) The customer has the right to decompile the software to the extent necessary to establish interoperability with another program. In doing so, he must observe the limits of § 69 e of the Copyright Act.

3.) Prices, terms of payment

3.1) If the parties have not agreed on a specific price, the price shall be determined in accordance with TUCKER price list valid at the time of conclusion of the contract or the costs to be calculated according to time and effort.

3.1.1) Subject to a separate written agreement, working time, travel time and waiting time shall be charged according to TUCKER's generally applicable rates.

3.1.2) Normal working hours are from Monday to Friday from 8:00 am to 6:00 pm. A surcharge of 50% will be charged for every hour after 18:00.

3.1.3) A surcharge of 50% is charged for work on Saturdays, a surcharge of 100% on Sundays and a surcharge of 150% on public holidays.

3.1.4) Unless expressly agreed otherwise, invoicing shall be based on hourly rates or daily flat rates. The statement of charges shall be submitted to the customer weekly, at the latest after completion of the service, for approval and confirmation.

3.2) All TUCKER prices are quoted in euros (€) exclusive of the applicable statutory VAT.

3.3) Each invoice from TUCKER is due for payment without deduction within 30 days of the invoice date; if this period expires without payment, the customer is in default. Payments by the customer are not deemed to have been made until TUCKER has received payment.

3.4) If the customer is in default of payment (see section 3.3), TUCKER is entitled to charge default interest at the statutory rate. The right to claim further damages for default remains unaffected.

3.5) Bills of exchange and checks shall only be accepted on account of performance by special agreement and free of charge and expenses for TUCKER.

3.6) The customer is only entitled to set-off if his counterclaim is undisputed or has been legally established.

3.7) The customer is only authorized to assert a right of retention to the extent that his counterclaim is based on the same contract, is undisputed or has been legally established.

3.8) If TUCKER becomes aware of the risk of the customer's inability to pay after conclusion of the contract, TUCKER is entitled to provide outstanding services only against advance payment or provision of security; if these are not provided even after expiry of a reasonable period set by TUCKER, TUCKER may withdraw from the contract in whole or in part without prejudice to further rights.

4.) Performance of the contract

4.1) Before concluding the contract, the customer must inform TUCKER in detail of the particular circumstances of the desired service, in particular by describing the relevant technical, organizational, commercial and legal circumstances. TUCKER shall not be liable for any damage caused by inadequate or non-existent presentation of such circumstances. TUCKER is not obliged to check the information for completeness, correctness and economically reasonable content.

4.2) TUCKER is responsible for the performance of all services listed in the contract together with the services mentioned in the annexes to the contract. In addition, TUCKER undertakes, insofar as it falls within its scope of performance, to provide all services not expressly mentioned which are indispensable for the proper and high-quality performance of the services mentioned. This includes in particular compliance with the generally recognized rules of technology as well as all relevant statutory and official regulations.

Unless expressly agreed otherwise, TUCKER is not obliged to achieve a specific result, success.

4.3) Obligation to cooperate

4.3.1) The parties are obliged to cooperate closely during the execution of the contract. This also includes joint project meetings and their minutes. As a matter of principle, TUCKER shall not charge any additional expenses as a result. The parties shall also coordinate in the same way with any third-party companies involved, where necessary and reasonable.

4.3.2) The customer is responsible for providing comprehensive, appropriate support for all services to be performed by TUCKER. This includes in particular the provision of the necessary on-site facilities and the supply of electricity, water, internet, etc.

4.4) Subcontracting

TUCKER is entitled to engage third parties for the provision of services and to subcontract the provision of services in whole or in part, provided that this does not conflict with the customer's interests worthy of protection.

5.) Warranty

5.1.) After the service has been provided, the customer is obliged, as far as possible, to carry out a technical acceptance test jointly by both parties. It is the customer's responsibility to draw up a report with TUCKER in which any recognizable faults in the service, in particular faulty service or repair work, are reported immediately and in writing.

5.2) The nature and scope of the warranty to be assumed by TUCKER in such a case, of compensation for damages and of the customer's other claims shall be determined in accordance with the contract, these Terms and Conditions of Service and the provisions of the law of the Federal Republic of Germany, in particular the German Civil Code (BGB) and the German Commercial Code (HGB). With regard to the BGB and HGB, the provisions of §§ 434 ff BGB -

target quality - and the provisions of §§ 377 ff HGB - notice of defects and exclusion of warranty - shall be applied accordingly, insofar as this is possible from a factual point of view.

5.3) In any case, the customer must first give TUCKER the opportunity to carry out any necessary rectification of a defective service or repair work at its own discretion.

5.4) The TUCKER liability for damages and expenses resulting from slight or simple negligence is excluded unless the claims are based on the breach of contractual obligations, the proper fulfillment of which is essential for the performance of the contract and on the fulfillment of which the client may regularly rely (so-called "cardinal obligations").

(so-called "cardinal obligations"). Furthermore, the exclusion of liability shall not apply to claims based on injury to life, limb or health or to claims based on the Product Liability Act or where liability is mandatory for other statutory reasons. Insofar as a cardinal obligation is negligently breached, TUCKER's liability shall be limited to such damage and expenses as are typically associated with the contract and are foreseeable. The limitation of liability shall also apply to the same extent in favor of TUCKER employees and staff as well as its vicarious agents.

5.5) A reversal of the burden of proof is not associated with the above provisions.

5.6) Flat-rate damage or expense calculations and contractual penalties are not agreed.

6.) Rights of third persons

If TUCKER executes the order in accordance with the customer's specifications, the customer shall be liable for ensuring that no third-party rights are infringed. If, in such a case, a claim is made against TUCKER by a third party for infringement of its rights, the customer is obliged to indemnify TUCKER against these claims. The obligation to indemnify also includes reimbursement of all expenses (in particular legal costs) necessarily incurred by TUCKER in connection with the claim by a third persons.

7.) Service deadlines

The performance periods stated in the offers and order confirmations are approximate and non-binding unless TUCKER has expressly promised the customer a binding performance period in writing by way of exception.

8.) Force majeure - staff shortages

8.1) Cases of force majeure and staff shortages due to unforeseen circumstances, e.g. absence of personnel due to illness or termination of employment, release TUCKER from any performance obligations for the duration of such absence.

8.2) The customer shall only be entitled to withdraw from the respective contractual obligations after the expiry of a reasonable grace period.

8.3) Claims for damages or reimbursement of expenses can only be derived if TUCKER is responsible for the circumstance due to gross negligence or intent.

9.) Delay in performance

In the event of a delay in performance, TUCKER is obliged to compensate the customer for the damage caused by the delay. Default in performance shall only occur after receipt of a reminder after the due date of the service to be rendered. A delay in performance only occurs if the non-performance of the service is due to the circumstance for which TUCKER is responsible. TUCKER shall not be liable for loss of profit or damage resulting from business interruption unless TUCKER has acted with intent or gross negligence.

10.) Confidentiality

The parties undertake to treat all non-public commercial and technical facts that become known to them through the business relationship as business secrets. The parties may only advertise their business relationship with the prior written consent of the other party.

11.) Prohibition of assignment, general provisions

11.1) The customer is not entitled to assign his claims arising from the contract.

11.2) Changes and additions to the contract and/or these Terms and Conditions of Service as well as ancillary agreements must be made in writing. This also applies to any amendment to this written form requirement.

11.3) If a provision of the contract and/or these Terms and Conditions of Service is invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision. The same applies to loopholes.

11.4) The exclusive place of jurisdiction for all disputes arising from the contractual relationship is Frankfurt am Main. However, TUCKER is entitled to sue the customer at any other legal place of jurisdiction.

11.5) The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and private international law.